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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Museum of Modern Art

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

PB

Date received 12/14/77

Date returned 2/23/78

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by **The Metropolitan Museum of Art**
Fifth Avenue and 82 Street
New York, New York 10028

for **Loan to Museum collection galleries**
(Loan period: December 14, 1977-February 15, 1978)

has (have) been Released to Metropolitan Museum of Art truck on 2/23/78

Registrar **Eloise Ricciardelli**

Museum Number	Description
1977.1299 1977.1300	**Paul CEZANNE: GARDANNE. Oil on canvas, 31 1/2 x 25 1/4".** **Paul CEZANNE: VIEW OF DOMAINE SAINT-JOSEPH (LA COLLINE DES PAUVRES). Oil on canvas, [redacted] x 32".**

Premiums will be covered (up to $2,000,000 total valuation for all loans to MOMA) by Inter-Museum Reciprocal Agreement. Overage premiums will be charged to The Museum of Modern Art.

Please sign and return this Receipt of Delivery to confirm that you have received the above mentioned works of art and have found them to be in satisfactory condition. THANKS.

Received by Robert Mashkevich Date 3/16/78

MF 715

MAR 21 1978

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

PS

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

No. 9239

REGISTRAR'S RECORD

I have authorized release

to Metropolitan Museum of Art Truck ,

on 2/23/78 , of the material itemized below:

Museum number	Artist or maker	Description
1977.1299	Paul Cezanne:	GARDANNE. (c. 1885-86). Oil on canvas.
1977.1300	Paul Cezanne:	VIEW OF DOMAINE SAINT-JOSEPH (LA COLLINE DES PAUVRES). (c. 1895). Oil on canvas.

Remarks: Loans from Metropolitan Museum of Art to Museum of Modern Art collection galleries.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

2/22/78
(date signed)

Registrar E. Ricciardelli

t

9-5500

for the loan of
collection Galleries

ıe Museum's own
ıgainst borrowers.
ıgreement we will
ıon of 2 million for
value of the loan
ɔresently part of
ıte the cost of
we will bill you,
ıected with the

e loan (shipped
ıstrar's Office.

labels, and in
ent by The Metropolitan
ɔn the enclosed copy

With best wishes for the successful exhibition of the paintings.

Sincerely yours,

Marceline McKee

Marceline McKee
Assistant for Loans

MM/ad
encl.

DEC 22 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

PS

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

Date: 2/23/78

Received From: The Museum of Modern Art

Address: 11 West 53rd St.
New York, N.Y. 10019

Telephone No. .....

Description:

Cézanne, View of the Domaine Saint-Joseph
13.66

Gardanne, 57.181

Purpose: return ml 8023

Herbert Moskowitz
Associate Registrar

FEB 24 1978

t

9-5500

for the loan of
collection Galleries

ıe Museum's own
ıgainst borrowers.
ıgreement we will
ıon of 2 million for
value of the loan
ɔresently part of
ıte the cost of
we will bill you,
ıected with the

e loan (shipped
ıstrar's Office.

labels, and in
ent by The Metropolitan
ɔn the enclosed copy

With best wishes for the successful exhibition of the paintings.

Sincerely yours,

Marceline McKee
Assistant for Loans

MM/ad
encl.

DEC 22 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

cc: CR, CK, PS

PS

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

December 15, 1977

Ms. Cora Rosevear
The Museum of Modern Art
11 West 53 Street
New York, New York 10019

Dear Ms. Rosevear,

This is to confirm that approval has been given for the loan of two paintings for exhibition in your Permanent Collection Galleries from December 14, 1977 to February 15, 1978.

The loan will be covered from wall-to-wall by the Museum's own policy, which contains a waiver of subrogation against borrowers. In accordance with our Inter-Museum Reciprocal Agreement we will not bill you for premiums, up to a total valuation of 2 million for our loans to your institution. Since the total value of the loan is $2,050,000 and the total value of our loans presently part of CEZANNE: THE LATE WORK is $1,420,000, we estimate the cost of overage insurance to be about $1,750, for which we will bill you, together with any packing or shipping costs connected with the loans.

N.B. 11

As usual, the arrangements for the return of the loan (shipped December 14, 1977) should be made with our Registrar's Office.

The Museum should be credited as lender on the labels, and in any publicity connected with the exhibition: Lent by The Metropolitan Museum of Art, followed by the source as given on the enclosed copy of the loan list.

With best wishes for the successful exhibition of the paintings.

Sincerely yours,

Marceline McKee

Marceline McKee
Assistant for Loans

DEC 22 1977

MM/ad
encl.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

RECEIPT

ML 8023

BORROWER'S COPY

THE METROPOLITAN MUSEUM OF ART
Fifth Avenue and 82 Street
New York, N.Y. 10028

The following objects from the Museum collections are delivered to The Museum of Modern Art, 11 West 53rd St., New York, N.Y. 10019

for the purpose of exhibition in Permanent Collection Galleries.

Approved Philippe de Montebello
Acting Director

Herbert Moskowitz
Herbert Moskowitz, Associate Registrar

$2,050,000.00
Total Valuation

(2)items (see attached listing)

Collection date: _____ by: _____

Delivery date: 12/14/77 by: MMA Jeep

Shipping date: _____ by:

☐ Emery Air Freight, collect, $500.00 declared to the carrier.

☐ Ocean/air freight, collect, $_____ declared to the carrier.

Insured by:

☒ The Metropolitan Museum of Art at the value given against all risks for the full period of the loan, including time in transit.

☐ The Metropolitan Museum of Art without waiver of subrogation against the borrower.

☐ Other:

Charges:

☐ The Metropolitan will bill the borrower for the insurance premium and any other expenses, including packing, if any.

☐ The insurance premium is covered by the Inter-Museum Reciprocal Agreement; any other expenses will be billed to the borrower.

☒ Other: Premiums will be covered (up to $2,000,000 total valuation for all loans to MOMA) by Inter-Museum Reciprocal Agreement. Overage premiums and any other costs will be charged to borrower.

Remarks:

☐ Please return the loan via Emery Air Freight, all charges pre-paid, $500.00 declared to the carrier.

☐ Borrower may arrange for return of loan.

☐ Please return the loan via air/ocean freight, all charges pre-paid, $_____ declared to the carrier, consigned to: The Metropolitan Museum of Art, c/o W. R. Keating & Co., 90 Broad Street, New York, N.Y. 10004.

☒ At close of the exhibition, please contact the Registrar's Office, 879-5500, Ext. 318 to arrange return of loan. Herbert Moskowitz, Associate Registrar.

☐ Other:

Date _____

_____
Official Signature

Receipt of the objects summarized above and described in the attached listings, all in good condition, is hereby acknowledged, and the conditions appearing on the reverse side of this receipt are hereby accepted.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

THE METROPOLITAN MUSEUM OF ART

CONDITIONS GOVERNING LOAN OF OBJECTS

1. It is understood that objects covered by this receipt shall remain in the condition in which they are received. They shall not be cleaned, repaired, retouched or altered in any way whatever except with written permission of The Metropolitan Museum of Art.

2. Damages, whether in transit or on the borrower's premises and regardless of who may be responsible therefor, shall be reported to The Metropolitan Museum of Art immediately. Should damage occur during transit notify the carrier at once. Save all packing materials until the carrier or his agent has had the opportunity to inspect them. Where Railway Express Agency is the carrier, secure a copy of their Joint Inspection Report. This will be needed for possible claim.

3. The borrower may photograph the objects covered by this receipt only for record and publicity purposes, and for reproduction in an exhibition catalogue. Paintings and drawings must not be removed from their frames for photography. If desired, the Museum will supply photographs of pictures without frames upon request.

4. Borrowers may not reproduce such objects in any media (including photographs) for purposes of sale, nor may such objects be subjected to technical examination of any type whatever without written permission of this Museum.

5. Loans made to other institutions by The Metropolitan Museum of Art for periods of six months or more are subject to the condition that should The Metropolitan Museum of Art desire to recall any object for its own purposes, it may do so on thirty days' notice to the borrower. The Museum, if requested, will exert its best efforts to substitute for any object so recalled another similar object at its expense.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

8023 A

0830

THE METROPOLITAN MUSEUM OF ART

Loan to: The Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Date 14 November 1977

Department European Paintings

OBJECTS	ACCESSION NO.	VALUE
Cézanne Class I View of the Domaine Saint-Joseph (La Colline des Pauvres) Oil on canvas; H: 25-5/8"; W: 32 " Credit Line: Lent by The Metropolitan Museum of Art, Purchase, Wolfe Fund, 1913, Catherine Lorillard Wolfe Collection.	13.66	

Charles S. Moffett
Associate Curator
Department of European Paintings

DEC 6 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

8023 B

0830

THE METROPOLITAN MUSEUM OF ART

Loan to: The Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Date December 5, 1977

Department European Paintings

OBJECTS	ACCESSION NO.	VALUE
Paul Cézanne Class I Gardanne Oil on canvas; H. 31-1/2, W. 25-1/4 in. (80 x 64.2 cm) Credit Line: Lent by The Metropolitan Museum of Art, Gift of Dr. and Mrs. Franz H. Hirschland, 1957	57.181	

Katharine Baetjer
Associate Curator
Department of European Paintings

DEC 6 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/Met

PS

cc: Pam Stein
Eloise Ricciardelli
Monique Beudert
Charlotte Kantz
CR
green

December 5, 1977

Ms. Katharine Baetjer
Assistant Curator and Administrator
Department of European Paintings
The Metropolitan Museum of Art
Fifth Avenue at 82nd Street
New York, New York 10028

Dear Ms. Baetjer:

As you know from our telephone conversation, we would be most grateful if the Metropolitan could lend Cézanne View of Gardanne, in addition to La Colline des Pauvres about which we have already corresponded, for installation in our permanent collection galleries from mid-December to February 15, 1978. Since most of our own Cézanne oils are in our Cézanne exhibition, the temporary loan of your two paintings would be a great help to our presentation of Cézanne in our Post-Impressionism gallery.

I am enclosing a loan form herewith and with thanks for your assistance and best wishes,

Sincerely,

Cora Rosevear
Assistant Curator

CR:bk

DEC 6 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/MET Exh. 1002 B

cc: Pam Stein ✓
Eloise Ricciardelli
Monique Beudert
Charlotte Kantz
CR
green

December 1, 1977

Mr. Charles S. Moffett
Associate Curator
Department of European Paintings
The Metropolitan Museum of Art
Fifth Avenue at 82nd Street
New York, New York 10028

Dear Charlie:

Thanks for your recent letter about the loan of the Cézanne La Colline des Pauvres. We understand your position concerning the loan and the need to have it approved by the Trustees, and are entirely agreeable to receiving the painting at your convenience after the Trustees Meeting. Many thanks for all your help in expediting the loan.

I forwarded a copy of your letter to our Registrar and understand that she has already written to you in answer to your questions about Rocks in the Forest which is presently on loan to our Cézanne exhibition.

With all good wishes,

Sincerely,

Cora Rosevear
Assistant Curator

CR:bk

Note to the Registrar: I think we wait to hear from them about delivery date (c. Dec. 15)

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/Met

cc: Charlotte Kantz
Donna De Salvo
Judith Cousins
or Pam ?

November 14, 1977

Mr. Charles Moffett
Associate Curator
European Paintings Department
The Metropolitan Museum of Art
Fifth Avenue at 82nd Street
New York, New York 10028

Dear Charles:

We are very pleased that you will be able to lend your Cézanne La Colline des Pauvres for installation in our collection galleries and I am enclosing herewith a set of loan forms covering the period from now through February 15, 1978. We would appreciate your completing and returning the green form; the white copy is for your records. I understand from our Registrar that according to the special insurance agreement between our two museums the Metropolitan will continue the insurance on the painting. In the case that the painting is valued over $2,000,000, we will be billed for the additional premium.

With thanks again for all your efforts on our behalf,

Sincerely,

Cora Rosevear
Assistant Curator

CR:bk

Met's Registrar will call us to say when ptrq. can come here, probably about Dec. 15.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

PS

cc : Registrar
Charlotte Kantz

November 2, 1977

Mr. Charles Moffett
Associate Curator
European Paintings Department
The Metropolitan Museum of Art
Fifth Avenue at 82 Street
New York, New York 10028

Dear Charles:

In your absence yesterday I spoke with Pamela Steele about the possibility of our borrowing a Cézanne from the Metropolitan and I am writing now to follow up our telephone conversation. If it should be available, we would very much like to borrow La Colline des Pauvres for installation in our permanent collection galleries from approximately December 1, 1977 through February 15, 1978. Three of our own Cézanne oils are in our Cézanne exhibition, and the subsequent tour, and the loan of your painting would greatly assist the reinstallation of our Post-Impressionism gallery as we have very few works of this period which are not already on view.

With kindest regards,

Sincerely,

Cora Rosevear
Assistant Curator

CR:bk

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Metropolitan Museum of Art

BDS

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

November 14, 1977

Reg
Monique
CK

Ms. Cora Rosevear
Assistant Curator
The Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Dear Cora:

Thank you for your letter of November 2nd, and for your telephone call this morning.

We have begun to process the loan of our Cézanne La Colline des Pauvres (13.66), and will try to have it sent to you as soon as possible. However, the loan will require the approval of the Board of Trustees, and we may not be able to release it until the thirteenth of December.

With regard to Rocks in the Forest (29.100.194), a continuing source of concern to us is that we have been promised information about shipping arrangements, a courier, and condition reports (by either a M.O.M.A. courier or conservator) but have heard nothing. In addition, I believe it is understood that our Cézanne will travel and be shown with plexiglass which is to be mounted before shipping from New York and not to be removed at any juncture. At your earliest possible convenience, please confirm that our Cézanne will travel under the supervision of a MO.M.A. curator or conservator, and that condition reports will be forwarded to us at the end of each exhibition period, and upon arrival in Houston and Paris.

Thanking you in advance for your assistance in this matter, and with best regards,

Sincerely yours,

Charles

Charles S. Moffett
Associate Curator
Department of European Paintings

cc: Marcie McKee
Herb Moskowitz

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

To: Eleanor Belich, Fred Coxen

cc : Eloise Ricciardelli, Mary Lea Bandy, Pam Stein, Nancy Karumba, Bill Williams, Beth Kalmykow, Jean Volkmer

From: Cora Rosevear

Date: January 3, 1978

Re: East Wing - P&S Collection installation

in view of the reduced space, Bill feels that he will probably not install the following two works:

Hesse: Repetition 19, III
Stella: Firuzabad

He is still considering all of the other works on my December 13 list (except the Rockburne and Simmonds which were subsequently deleted). Of the works on the list, the following should be delivered to the floor first for installation. (He will let the Registrar know if additional works are needed during the installation).

Andre: Lead Piece
Broodthaers: Les Poissons
Caro: Frognal (noteto Pam: IS this the green gate-like piece which Bill wants. He didn't think it had this title.)
Close: Robert/104,072
Hockney: Kirby (After Hogarth) Useful Knowledge
Kelly: Running White
Noland: Turnsele
Shields: G.U.G.U. Well
Twombly: The Italians
Warhol: Gold Marilyn Monroe

Thank you.

Note to Fred: In this group, I think only the Noland needs to have preparation work - removing the handling frame. Please cancel the Hesse platform as per above.

Note to Pam: Bill feels pretty sure he won't want the Stella and said you can cancel Lebron.

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	MoMA Exhs.	1002.5

The Museum of Modern Art

To Jean Volkmer, Pat Houlihan, Eloise Ricciardelli, Mary Lea Bandy, Eleanor Belich, Fred Coxen, Pam Stein, Nancy Karumba, Beth Kalmykow

From Cora Rosevear

Date December 13, 1977

Re East Wing - January P & S Collection installation

The works listed below are Bill Rubin's preliminary selection for the forthcoming installation of the East Wing, scheduled to begin about January 6. I would appreciate if you would examine and review the works to see what location, condition, installation, etc. problems you may find and let me know as soon as possible. Many thanks!

Andre: Lead Piece

Arman: Constellation Number 18

Berthot: Walken's Ridge

Broadthaers: Les Poissons

Caro: Frognal

Close: Robert / 104,072

Hesse: Repetition 19, III

Hockney: Kirby (After Hogarth) Useful Knowledge

Kelly: Running White

Kosuth: One and Three Chairs

Lichtenstein: Drowning Girl

Marden: Grove Group I

Noland: Turnsole

Oldenburg: Floor Cake (Giant Piece of Cake)

Olitski: Jehovah Cover 2

continued...

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Rockburne: Golden Section Painting: Square Separated By Parallelogram

Rothenberg: Axes

Saret: Untitled. 1973. (121.74)

Shields: G. U.-G. U. Well

Simmonds: Circular People

Stella: Firuzabad

Tucker: Untitled

Tuttle: Green Octagon

Twombly: The Italians

Warhol: Gold Marilyn Monroe

Winsor: Bound Square

At the same time some changes willbbe made in the Main Lobby:

Miró: Mural will replace Motherwell: Open # 17 (Blue)

Leger: The Divers, II will replace Rosenquist: Marilyn Monroe I

and a few other changes will be made.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

CC:E. Belich, F. Coxen, Mary Lea Bandy, Cora Rosevear

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:

DATE 1/10/78

Expect ☐ from:
Collect ☐ from:
Deliver ☐ to: East Wing
Release ☐ to:

on (date): 1/10/78 p.m. (if possible)
at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

Charles SIMMONDS: CIRCULAR PEOPLE. (Study Center)
*Robert Morris: ROPE PIECE.
Kosuth: ONE AND THREE CHAIRS. (Mezz?)
Olitski: JEHOVAH'S COVER 2.
Tucker: UNTITLED.
Merz ~~Merz~~: UNTITLED (AReal Sum is a Sum of People). (Sculpture Storeroom and C?)
Estes: DOUBLE SELF PORTRAIT. (Study center)

* With donor since 4/76 (P. Johnson) (promised gift)

NOTE: Eventually Cora will need the Carl Andre lead piece, however, we will not deliver until Mr. Rubin is ready to install it. I cannot give a definite day or time.

PURPOSE EAST WING INSTALLATION

CHARGES Collect ☐ Prepaid ☐ Bill to:

INSURANCE Ours ☐ Theirs ☐ Charge to:

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

MF 534

Department Registrar Signed Pam Stein

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Eleanor Berlon
cc: Mary Lea Bandy, Fred Coxen, Cora Rosevear

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.

FILE

TO THE REGISTRAR:

DATE 1/6/78

Expect ☐ from:
Collect ☐ from:
Deliver ☒ to: East Wing
Release ☐ to:

on (date): 1/9/78

at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

414.75 Oldenburg: Giant Piece of Cake.)
426.74 Winsor: BOUND SQAURE.) Please deliver these two pieces first

Caro: SOURCE. (Deliver this second) 99.76

Andre: (Lead piece) 494.69
Arman: CONSTELLATION #18. 137.77
Berthot: WALKEN'S RIDGE. 97.76.a-b
Rothenberg: AXES. 144.77
Saret: (Untitled) (Chicken wire piece--Study Center OR Sculpture Storeroom?) 131.74

Please note: On Tuesday morning 1/10 at 9:30 Lebron will be here to remove the Stella: FIRUZABAD from the 6th floor and deliver it to the East Wing installation area where they will stretch it again.

Please note: The Berthot frame was detached so that it could be put on screens in the Study Center, if it is to be used we will have to reattach it.

Note: Mike & Robbie will be assisting the Registrar's man between 9:30 & 11:30 Monday morning 1/9.

PURPOSE EAST WING INSTALLATION

CHARGES Collect ☐ Prepaid ☐ Bill to:

INSURANCE Ours ☐ Theirs ☐ Charge to:

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

NF 634

Department Registrar Signed Pamela Stein

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh 1002

Eleanor Belich, Fred Coxen

Cora Rosevear

cc : Eloise Ricciardelli, Mary Lea Bandy, Pam Stein, Nancy Karumba, Bill Williams, Beth Kalmykow, Jean Volkmer

January 3, 1978

East Wing - P&S Collection installation

in view of the reduced space, Bill feels that he will probably not install the following two works:

Hesse: Repetition 19, III
Stella: Firuzabad

He is still considering all of the other works on my December 13 list (except the Rockburne and Simmonds which were subsequently deleted). Of the works on the list, the following should be delivered to the floor first for installation. (He will let the Registrar know if additional works are needed during the installation).

Andre: Lead Piece
Broodthaers: Les Poissons
* Caro: [redacted] SOURCE. (noteto Pam: IS this the green gate-like piece which Bill wants. He didn't think it had this title.)
Close: Robert/104,072
Hockney: Kirby (After Hogarth) Useful Knowledge
Kelly: Running White
Noland: Turnsole
Shields: G.U.G.U. Well
Twombly: The Italians
Warhol: Gold Marilyn Monroe

*wait for Cora

Thank you.

Note to Fred: In this group, I think only the Noland needs to have preparation work - removing the handling frame. Please cancel the Hesse platform as per above.

Note to Pam: Bill feels pretty sure he won't want the Stella and said you can cancel Lebron.

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	MoMA Exhs.	1002.5

GUGGENHEIM

Cezanne
29 x 39 3/4"
PS

Pickup & Delivery

(212) 776-6350-1

PS

A & S Fine Arts, Inc.

21 BRANDON ROAD
YONKERS, NEW YORK ~~10090~~ 10704

FROM Museum of Modern Art
~~11 West 53rd. St.~~
New York, N.Y.
Attn: Pam Stein Tel:956-72222

TO ~~Guggenheim Museum~~
1071 Fifth Ave.
New York, N.Y.
Attn: Cheire Summers

DATE Dec. 8,1977

QUANTITY	DESCRIPTION
1	Work of Art - By Cezanne Title " Melting Snow" - 29 x 39¾ inches
1	by Rousseau Title "Artilleryman" - 31 1/8 x 39 inches
1	by Rousseau Title "The Football Players" - 39¾ x 32 inches

DEC 12 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

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

No 9003

REGISTRAR'S RECORD

I have authorized release

to A&S Fine Arts ,

on 12-8-77 , of the material itemized below:

Museum number	Artist or maker	Description
373.61	Paul CEZANNE:	Melting Snows, Fountainbleau. (c. 1879). Oil on canvas.
1977.920	Henri ROUSSEAU:	Artillerymen. (c. 1895). Oil on canvas.
1977.921	Henri Rousseau:	The Football Players. 1908. Oil on canvas.

Remarks: Rousseau paintings--loan from Guggenheim Museum to Museum Collection galleries. Cezanne--outgoing loan to Guggenheim Museum, 1071 Fifth Avenue, N.Y.C.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

12-5-77
(date signed)

Registrar E. Ricciardelli

Cezanne
29 x 39 3/4"

B

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cerely,

rie Summers
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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

GUGGENHEIM

Cezanne
29 x 39 3/4"

B

September 21, 1977

Ms. Pam Stein
Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Dear Pam:

Two copies of our formal Borrower's Receipt for Rousseau's ARTILLERYMEN and THE FOOTBALL PLAYERS were delivered with the works on September 20. Please sign and return the original; the other copy is for your records.

Please compare the works with the condition photographs which accompanied the receipt. If any significant changes in the condition of the works occur, please inform me immediately. The photographs should be returned to me at the end of the loan period, exact dates not determined as yet.

As per agreement between our two institutions, you will be insuring these works under your fine-arts policy. Please furnish us with a Certificate of Insurance.

Sincerely,

Cherie Summers
Associate Registrar

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 860-1300 TELEX 224557

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Solomon R. Guggenheim Museum, 1071 Fifth Avenue, New York City, 10028

Date September 20, 1977

Please release the following

to Hahn

for delivery to Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

for LOAN TO MUSEUM OF MODERN ART COLLECTION Sept. 20 - July, 1978

Bill all charges to forward Special Instructions

Registrar

Cherie Summers

Museum Number	Description	6/77 valuations
711	Henri Rousseau, ARTILLERYMEN, ca. 1895, oil on canvas, 31 1/8 x 39"	700,000.-
1583	Henri Rousseau, THE FOOTBALL PLAYERS, 1908, oil on canvas, 39½ x 31 5/8"	900,000.-

Received by Date

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

cc: Cora Rosevear
Charlotte Kantz
Pam Stein
Circ.

September 1, 1977

Dr. Louise Svendsen
Curator
The Solomon R. Guggenheim Museum
1071 Fifth Avenue
New York, N.Y. 10028

Dear Dr. Svendsen:

Our Registrar has advised me that I should send you loan forms to cover the two Kandinsky paintings which you lend us in June and the two Rousseau paintings which will be coming here later this month. I am enclosing them herewith and would appreciate your signing and returning the green copies.- It goes without saying that we are most grateful for your generosity in lending four such major paintings.

I hope you've had a good summer and with all good wishes,

Sincerely,

Cora Rosevear
Assistant Curator

Encl.
cr:ck

P.S. As you know, we will be insuring all four paintings in transit and while they are here.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

cc: Cora Rosevear
Charlotte Kantz
Donna De Salvo
Judith Cousins
Pam Stein
Circ.

December 9, 1977

Ms. Jill Chambers-Hartz
Herbert F. Johnson Museum of Art
Cornell University
Ithaca, N.Y. 14853

Dear Ms. Chambers-Hartz:

Thank you for your letter of November 23 revising the list of works which you would like to borrow from us for your forthcoming exhibition "Abstract Expressionism: The Formative Years."

We are pleased to reconfirm the loan of the Hofmann Spring which is in our collection. We have also forwarded a copy of your letter to Richard Tooke, Supervisor of Rights and Reproductions, who has already sent the photographs which you requested for your catalogue.

With regard to Rothko's Slow Swirl by the Edge of the Sea, which is in the Rothko Estate, we are not in the position, as you know, to make final decisions concerning its loan. However, we understand that it had been requested by the Guggenheim for their Rothko retrospective. Although we cannot predict what the Estate lawyers will determine in this instance, they may feel, as we do in such situations, a responsibility to assist with a major one-man retrospective in favor of group shows, however important.

With best wishes for your exhibition,

Sincerely,

Cora Rosevear
Assistant Curator

cr:ck

bcc: Ms. Patricia G. Ward
Butler, Jablow and Geller

DEC 14 1977

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

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

Date received August 18, 1977

Date returned 11-3-77

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by **Herbert Ferber, as Executor of the Estate of Mary Alice Rothko, deceased c/o Butler, Jablow & Geller, Attorneys at Law 400 Madison Avenue, New York, New York 10017**

for **Loan to Museum Collection Galleries through October 30, 1977.**

has (have) been Returned to storage at Morgan Manhattan via A+S Fine Arts.

Registrar **E. Ricciardelli**

Museum Number	Description	
1977.712	**Mark Rothko: MAGENTA, BLACK, GREEN ON ORANGE. 1949. Oil on canvas.**	**$200,000.**

Please sign and return this Receipt of Delivery to confirm that you have received the above mentioned works of art and have found them to be in satisfactory condition.

Received by P. L. Ward. Date 11/3/77

MF 715

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Pickup & Delivery

(212) 776-6350-1

A & S Fine Arts, Inc.

21 Brandon Road
Yonkers, N.Y. 10704

T.O. #6534

FROM Museum of Modern Art
11 West 53rd. St.
New York, N.Y.
Rec. Pam Stein

TO Morgan-Manhattan Warehouse
1411 3rd. Ave.
New York, N.Y.
Attn: Mr. Ward

DATE Nov. 3,1977

QUANTITY	DESCRIPTION
1	Painting - by Mark Rothko 85 1/2 x 64 5/8 inches Unframed WRAPPED

Eleanor Lutz
Pamela Stein

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE, NEW YORK 10017

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Pickup & Delivery

(212) 776-6350-1

A & S Fine Arts, Inc.

21 BRANDON ROAD
YONKERS, NEW YORK ~~10090~~ 10704

PS T.O. #6534

FROM Museum of Modern Art
11 West 53rd. St.
New York, N.Y.
Rec. Pam Stein

TO Morgan-Manhattan Warehouse
1411 3rd. Ave.
New York, N.Y.
Attn: Mr. Ward

DATE Nov. 3,1977

QUANTITY	DESCRIPTION		
1	Painting - by Mark Rothko 89 1/2 x 64 5/8 inches Unframed		

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE, NEW YORK 10017

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

AGREEMENT
dated July 22, 1977,

between

MUSEUM OF MODERN ART

and

HERBERT FERBER, as Executor of the
Estate of Mary Alice Rothko, Deceased

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE, NEW YORK 10017

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

This Agreement, made this 22 day of July, 1977, by and between HERBERT FERBER, as Executor under the Will of Mary Alice Rothko, deceased ("Ferber") and MUSEUM OF MODERN ART ("MOMA").

Recitals

A. Ferber is in possession and control of a painting by Mark Rothko, identified by Rothko number 5032.49 ("Painting").

B. MOMA desires to have Ferber lend the Painting to MOMA from July, 1977, through October 30, 1977, for the purpose of exhibiting it.

C. Ferber is agreeable to such loan upon the following terms and conditions.

Agreement

1. Ferber hereby lends the Painting to MOMA from July, 1977, through October 30, 1977, for the purpose of exhibiting it.

2. MOMA agrees to return the Painting to Ferber promptly after October 30, 1977, in the same condition that it was in when delivered to MOMA.

3. Ferber agrees to insure the Painting at its market value as determined by Arnold Glimcher under the prior agreement

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

between the parties relating to the Painting dated September 1, 1976. MOMA agrees to pay for such insurance.

4. In the event of total or partial loss or damage to the Painting while in MOMA's possession, and in the further event that the amount or amounts paid to Ferber by the insurance company or companies insuring the Painting pursuant to paragraph 3 hereof are less than the diminution in the fair market value, as of the moment before the loss or damage, of the Painting caused by the loss or damage thereto, then MOMA agrees to pay Ferber the difference between the amount paid to him by such insurance companies and the amount of the diminution in the fair market value of the Painting on the date of loss or damage.

5. The determination of the amount of the diminution in value of the Painting in the event of loss or damage shall be made by a person chosen by MOMA and Ferber, and in the event MOMA and Ferber are unable to agree upon such person, the selection of such person shall be determined by the Surrogate's Court of New York County.

6. In the event any loss or damage to the Painting while in MOMA's possession is partial, MOMA agrees, in addition to its obligation under paragraph 4 hereof, to restore or pay for restoration of the damaged Painting to Ferber's satisfaction, provided, however, that Ferber shall have the right to select the person or persons who shall perform such restoration work.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

7. MOMA will pay for all other costs associated with the loan, including but not limited to the cost of picking up and returning the Painting and the cost of determining the diminution in market value of the Painting in the event of loss or damage.

8. This agreement shall inure to the benefit of, and shall be binding upon the parties' heirs, executors, administrators and successors. Neither party may assign this agreement.

In witness whereof, the parties hereto have executed this agreement on the date first set forth hereinabove.

Herbert Ferber

HERBERT FERBER, as Executor of the Estate of Mary Alice Rothko, deceased

MUSEUM OF MODERN ART

By Richard H Koch

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

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

Nº 9142

REGISTRAR'S RECORD

I have authorized release

to A&S Fine Arts ,

on 11 3 77 , of the material itemized below:

Museum number	Artist or maker	Description
1977.712	Mark Rothko:	MAGENTA, BLACK, GREEN ON ORANGE. 1949. Oil, 86 x 65".

Remarks: Loan to Museum Collection Galleries from Estate of Mary Alice Rothko. Returning to owner's storage at Morgan Manhattan Warehouse, 1411 3rd Avenue.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

10-31-77
(date signed)

Registrar E. Ricciardelli

September 7, 1977

Rothko painting:

ite copy for

er to arrange

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

September 7, 1977

Butler, Jablow & Geller
400 Madison Avenue
New York, New York 10017
Attention: Patricia Giery Ward

Dear Mrs. Ward:

Enclosed please find our loan agreement form for the Rothko painting: MAGENTA, BLACK, GREEN ON ORANGE.

Please sign and return the green copy and keep the white copy for your records.

As I mentioned before, I will contact you in mid October to arrange for the return of the painting.

Sincerely,

Pamela Stein
Senior Cataloger

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

August 19, 1977

Butler, Jablow & Geller
400 Madison Avenue
New York, New York 10017
Attention: Patricia Giery Ward

Dear Mrs. Ward:

Enclosed please find the Museum's loan receipt for the Rothko painting, Magenta, Black, Green on Orange (5032.49).

I also enclose a condition report on the painting.

I will contact you sometime in the middle of October to arrange for the return of the painting.

Sincerely,

Pamela Stein
Senior Cataloger

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

August 19, 1977

Butler, Jablow & Geller
400 Madison Avenue
New York, New York 10017
Attention: Patricia Giery Ward

Dear Mrs. Ward:

Enclosed please find the Museum's loan receipt for the Rothko painting, Magenta, Black, Green on Orange (5032.49).

I also enclose a condition report on the painting.

I will contact you sometime in the middle of October to arrange for the return of the painting.

Sincerely,

Pamela Stein
Senior Cataloger

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE
NEW YORK, N. Y. 10017

WILLIAM J. BUTLER
RICHARD B. JABLOW (1926-1975)
STANLEY GELLER
MELVIN J. NELSON

WILLIAM R. CARLISLE
COUNSEL

PHONE: (212) 755-2040
CABLE: "WILLOWMAN" N. Y.

August 15, 1977

Ms. Pamela Stein
Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Re: Estate of Mary Alice Rothko

Dear Ms. Stein:

I enclose herewith, for your files, one fully executed copy of the July 22, 1977 agreement between the Estate and the Museum regarding the Rothko painting numbered 5032.49.

Very truly yours,

BUTLER, JABLOR & GELLER

By Patricia Giery Ward
Patricia Giery Ward

PGW:sg
Enclosure

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE
NEW YORK, N. Y. 10017

WILLIAM J. BUTLER
RICHARD B. JABLOW (1926-1975)
STANLEY GELLER
MELVIN J. NELSON

WILLIAM R. CARLISLE
COUNSEL

PHONE: (212) 755-2040
CABLE: "WILLOWMAN" N. Y.

July 15, 1977

Ms. Pamela Stein
Museum of Modern Art
11 West 53rd Street
New York, N. Y. 10019

Re: Estate of Mary Alice Rothko

Dear Ms. Stein:

We have finally received the executed release from Mrs. Kate Rothko Prizel. I therefore enclose two copies of the agreement regarding the loan of the Mark Rothko painting numbered 5032.49. Please return both copies to me after execution. I shall forward a fully executed copy after Mr. Ferber has signed both copies.

Very truly yours,

Patricia Giery Ward

Patricia Giery Ward

PGW:am
encs.

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

Exh. 1002
cc: R Koch
C. Rosevear

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 956-6100 Cable: Modernart

Office of the Registrar

May 4, 1977

Butler, Jablow and Geller
400 Madison Avenue
New York, New York 10017
Attention: Mr. Geller

Dear Mr. Geller:

Confirming our telephone conversation of April 18, 1977, the museum would like to borrow one painting by Mark Rothko: MAGENTA, BLACK, GREEN ON ORANGE. The length of the loan would be from May through October 30 of 1977.

As we discussed, you will forward a loan agreement to the museum.

Sincerely,

Pamela Stein
Assistant to the Registrar

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh, 1002

cc: Richard Koch
Cora Rosevear

Eloise Ricciardelli

Pam Stein

April 18, 1977

Loan of Rothko: MAGENTA, BLACK, GREEN ON ORANGE to M.C. exhibition

Dear Eloise:

I spoke with Stanley Geller of Butler, Jablow and Geller today. I told him that the lenght of the Rothko loan would be from this week (if we can get it) to October 30 1977.

He said that he would draw up the same agreement as last time except with different dates. He will then send us the agreement and as soon as it is signed we can collect the painting. Is this acceptable?

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: Richard Koch
Cora Rosevear

Eloise Ricciardelli

Pam Stein

April 14, 1977

Loan of two Rothko paintings to Museum Collection exhibition

Dear Eloise:

I have spoken to Mr. Geller, of Butler, Jablow and Geller, regarding the loan of the two Rothko paintings which Cora requested.

He said that since Mr. Whitney has left he will have to have his new associate gather all the papers regarding the last loan and call me sometime next week. He also mentioned the agreement that he had with the Museum the last time the paintings were borrowed (insurance, etc.) and said that they would need something like that again.

It looks like there is nothing I can do this week, Mr. Geller said he was just too busy.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

PS

Dick Koch

cc: Eloise Ricciardelli
Charlotte Kantz

Cora Rosevear

April 8, 1977

Dear Dick:

Bill Rubin would like to hang the Rothko Magenta, Black, Green on Orange in the collection galleries while one of our Rothkos will be out on loan to the Paris/New York exhibition at Beaubourg. This is one of the paintings which was borrowed from the Estate of Mrs. Mark Rothko for "The Natural Paradise" and Bill asked if you would again arrange the contract for us to borrow it. Ideally we should like to receive the painting within the next two weeks and could expect to return it in early to mid-October.

Many thanks,

Lenghi

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cc: R. Koch
C. Roseveur

BUTLER, JABLOW & GELLER
ATTORNEYS AT LAW
400 MADISON AVENUE
NEW YORK, N. Y. 10017

WILLIAM J. BUTLER
RICHARD B. JABLOW (1926-1975)
STANLEY GELLER
MELVIN J. NELSON

WILLIAM R. CARLISLE
COUNSEL

PHONE: (212) 755-2040
CABLE: "WILLOWMAN" N. Y.

May 10, 1977

Ms. Pamela Stein
Museum of Modern Art
11 West 53rd Street
New York, N. Y. 10019

Re: Estate of Mary Alice Rothko

Dear Ms. Stein:

Receiving your letter of May 4, 1977, reminded me that I have not heard from the Rothko children who are the beneficiaries of the above captioned estate. You may remember that the last time we arranged to lend pictures to the Museum of Modern Art we had the consent of the children. When you asked for the present loan, I promptly wrote to the attorneys for the children asking for that consent, but I have not heard from them. Perhaps you might move matters along by calling the attorneys -- Ed Ross of Breed, Abbott & Morgan who represent Kate Rothko Prizel, and Gerald Dickler, of Hall, Dickler, Lawler, Kent & Howley who represent Barbara Northrup, Christopher Rothko's aunt and guardian.

Sincerely yours,

Stanley Geller

Stanley Geller

SG:am

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

cc: Richard Koch
Cora Rosevear

To Eloise Ricciardelli

From Pam Stein

Date April 18, 1977

Re Loan of Rothko: MAGENTA, BLACK, GREEN ON ORANGE to M. C. exhibition

Dear Eloise:

I spoke with Stanley Geller of Butler, Jablow and Geller today. I told him that the lenght of the Rothko loan would be from this week (if we can get it) to October 30 1977.

He said that he would draw up the same agreement as last time except with different dates. He will then send us the agreement and as soon as it is signed we can collect the painting. Is this acceptable?

Pam

What ever happened?—

SR

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

cc: Richard Koch
Cora Rosevear

To Eloise Ricciardelli

From Pam Stein

Date April 14, 1977

Re Loan of two Rothko paintings to Museum Collection exhibition

Dear Eloise:

I have spoken to Mr. Geller, of Butler, Jablow and Geller, regarding the loan of the two Rothko paintings which Cora requested.

He said that since Mr. Whitney has left he will have to have his new associate gather all the papers regarding the last loan and call me sometime next week. He also mentioned the agreement that he had with the Museum the last time the paintings were borrowed (insurance, etc.) and said that they would need something like that again.

It looks like there is nothing I can do this week, Mr. Geller said he was just too busy.

Pam

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	MoMA Exhs.	1002.5

PS

The Museum of Modern Art

To Pam Stein

From Richard Palmer Dick

Date July 6, 1977

Re Insurance coverage of works borrowed for temporary installation in Museum Collection galleries

Dear Pam:

Sorry not to have gotten back to you before now regarding your June 30, 1977 memo. It is definitely OK to list the two Kandinsky works we are borrowing from the Guggenheim on the monthly insurance report without either a $ amount for the coverage involved or a charge number. If it has not already gone down to the finance department, I suggest that the first report on which we do this go with a brief explanatory note advising them that we have made this entry for record-keeping purposes (since our reports should cover all values at risk during any given month) but that no charge back is to be made. I have cleared this with Franz Skryanz and am sending him a copy of this for his records.

Could you please advise me if you have started entering on the monthly reports any collection works which are off premises (at galleries etc.) for possible sales/deaccessioning? (I brought this subject up sometime ago but don't recall that we ever finally resolved how we were going to deal with it in the future.)

cc: FS, E.Ricciardelli, RP PENDING

P.S. Would you please advise Cora of this so she will not be concerned about the possibility of P&S's being charged for coverage on the Kandinskys? Thanks.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Return to CR — P Stein ✓ — cc: M Beudet

Richard Palmer

Pam Stein

August 30, 1977

Insurance coverage on two Kandinsky paintings borrowed from Guggenheim for use in collection galleries

Dear Dick:

In your memo of July 6 you ask that these two paintings appear on the monthly insurance report without values. Diane tells me that the computer will not register an entry without a charge. Apparently the computer cancels itself out when the balance is zero.

P ease et me knww how you think I shou'd proceed.

Thank you.

May 20, 1977

Mr. William Rubin
Director of Painting and Sculpture
[illegible] Street
New York, N.Y. 10019

Dear Bill:

[illegible] to your Museum from October 1977 to
January 1978 but not for travel as you
already know. Also the Kandinsky Campbell
panels are ready when you need them. And the
two Rousseaus you can have after Labor Day
when the summer show comes down.

Have a good summer.

Sincerely,

Louise Averill Svendsen
Curator

LAS:pv

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 360-5110 TELEX 224557

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Return to CR

P Stein
CC: M Bendert

May 20, 1977

Mr. William Rubin
Director of Painting and Sculpture
The Museum of Modern Art
11 West 53 Street
New York, N.Y. 10019

Dear Bill:

Just a note to confirm officially that the Trustees approved the loan of our Cézanne to your Museum from October 1977 to January 1978 but not for travel as you already know. Also the Kandinsky Campbell panels are ready when you need them. And the two Rousseaus you can have after Labor Day when the summer show comes down.

Have a good summer.

Sincerely,

Louise Averill Svendsen
Curator

LAS:pv

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/Guggenheim
B

cc: Eloise Ricciardelli ✓

Richard Palmer

Pam Stein

June 20, 1977

Loan of 2 Kandinsky paintings from Guggenheim Museum

Dear Dick:

As per our telephone conversation, we are going to be borrowing two paintings by Kandinsky from the Guggenheim each valued at $1,000,000. The loan period as stated by William Rubin in a letter to Thomas Messer is "as long as it shall be convenient for the Guggenheim Museum".

You said that you would speak to Franz about having these two paintings appear on the monthly report without a charge number.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002
B

cc: MB, Reg.

Cora Rosevear

Sharon McIntosh

July 17, 1977

Guggenheim loan of a Rousseau to replace our Cezanne

Tom Messer called this morning to say that their Rousseau, Football Players is committed to an exhibition which opens December 15. The smaller Rousseau, Artillerymen, is available unless Japan--to which it has already been committed in principle--wants it in the fall. Should there be a conflict, he says we are welcome to borrow something else.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

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

Date received.....

Date returned .....

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by The Solomon R. Guggenheim Museum
1071 Fifth Avenue
New York, New York 10028

for Loan to the collection of the Museum of Modern Art

has (have) been

Registrar E. Ricciardelli

Museum Number	Description	
1977.576	Painting No. 201. 1914. Oil on canvas.	1,000,000.
1977.577	Painting No. 199. 1914. Oil on canvas.	1,000,000.

Museum of Modern Art to insure

Will you please sign and return this statement which is our receipt of delivery.

Received by..... Date .....

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh 1002

cc: Eloise Ricciardelli

Richard Palmer

Pam Stein

June 20, 1977

Loan of 2 Kandinsky paintings from Guggenheim Museum

Dear Dick:

As per our telephone conversation, we are going to be borrowing two paintings by Kandinsky from the Guggenheim each valued at $1,000,000. The loan period as stated by William Rubin in a letter to Thomas Messer is "as long as it shall be convenient for the Guggenheim Museum".

You said that you would speak to Franz about having these two paintings appear on the monthly report without a charge number.

April 25, 1977

Dear Tom:

As per our telephone conversation, I am with this letter formally requestiong the extended loan (for as long as it shall be convenient for the Guggenheim Museum) of your two Season paintings by Kandinsky. As we agreed long ago, it is very much in the public interest for both of our institutions to have the Season pictures shown together, and even though we are desperately short of space, we feel it incumbent upon us to take down whatever is necessary in order to make room for all four Kandinskys at any time that you determine it possible to lend.

Hoping that this can work out to our mutual advantage, I am,

Sincerely,

William Rubin

1,000,000.—

Eloise
Pam

63 1/2 x 48 1/8"

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Exh 1002

April 25, 1977

Mr. Thomas Messer
Guggenheim Museum
1071 Fifth Avenue
New York, N.Y. 10028

Dear Tom:

As per our telephone conversation, I am with this letter formally requestiong the extended loan (for as long as it shall be convenient for the Guggenheim Museum) of your two Season paintings by Kandinsky. As we agreed long ago, it is very much in the public interest for both of our institutions to have the Season pictures shown together, and even though we are desperately short of space, we feel it incumbent upon us to take down whatever is necessary in order to make room for all four Kandinskys at any time that you determine it possible to lend.

Hoping that this can work out to our mutual advantage, I am,

Sincerely,

1,000,000.—

William Rubin

cc: CR

Eloise
Pam

63 7/8 x 48 1/8"

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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: Guggenheim Museum
Collect ☐ from:
Deliver ☐ to:
Release ☐ to:

DATE ~~May 2, 1977~~
on (date): soon
at (time):

cc: Eloise Ricciardelli ✓
CR
green
Pen

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Expect:

Kandinsky ~~$~~ - 2 season paintings from the Solomon R. Guggenheim Museum

They will call regarding exact arrangements. Please check and apply special insurance agreement.

PURPOSE ~~Expect notice~~ Used in Collection gallery

CHARGES Collect ☐ Prepaid ☐ Bill to:

INSURANCE Ours ☐ Theirs ☐ Charge to:

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

№ 634

Department Painting and Sculpture Signed Cora Rosevear

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: CR

April 25, 1977

Mr. Thomas Messer
Guggenheim Museum
1071 Fifth Avenue
New York, N.Y. 10028

Dear Tom:

Pursuant to our telephone conversation, I am requesting the loan of your two Rousseau paintings, Artillerymen and Soccer Players, for the period beginning September 1977 through July 1978. As I explained, this would be of tremendous assistance to us because our first gallery will be immensely depleted by loans to the Cézanne show, and there is precious little post-Impressionist work around of the quality of your Rousseaus that we would wish to put before the public.

Hoping that your trustees will see some benefft in this arrangement and give their approval, I am,

Sincerely yours,

William Rubin

cc: Charlotte
Dorner
Penn

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

May 2, 1977

x Guggenheim Museum

approx. after Labor Day

cc: Eloise Ricciardelli ✓
CR
groen
Pam Stein
CK

From Guggenheim Museum

Please expect:

Rousseau: Artillerymen

" : Soccer Players

They will call regarding exact arrangements. Please check and apply special insurance agreement.

Use in Collection galleries

R&S Cora Roseveat

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

GUGGENHEIM

June 23, 1977

Ms. Pam Stein
Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Dear Pam:

Enclosed please find our formal Borrowers Receipt for Kandinsky's PAINTING NO. 201 and PAINTING NO. 199 which we are lending to the Museum of Modern Art Collection. Please sign and return the original; the copy is for your records.

Please compare the works with the accompanying photographs. If any changes occur, please inform us immediately.

The Museum of Modern Art will maintain insurance on these works from the moment of pick-up to the moment of return as per previous agreement.

Sincerely,

Cherie Summers
Associate Registrar

Encls.

Bicentennial programs made possible by grants from the National Endowment for the Arts, in Washington, D.C., a Federal Agency, and the New York State Council on the Arts

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 860-1300 TELEX 224557

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 Fifth Avenue, New York 28

Date June 20, 1977

The following objects are lent by The Solomon R. Guggenheim Museum under the conditions noted on the back of this receipt

to Museum of Modern Art
11 West 53rd Street
New York, New York 10019

for LOAN TO MUSEUM OF MODERN ART COLLECTION *from* June 20, 1977 *to* - undetermined date

Approved Deputy *Director* *Registrar*

Museum Number	*Description*	
868	Vasily Kandinsky, PAINTING NO. 201, 1914, oil on canvas, 63 7/8 x 48 1/8" Condition: General soil. Surface generally abraded where impostos exist. Corners worn. Scattered fly specks. Tiny losses top center and bottom center. Stain top right near right edge. Paint loss - minute crackling in blue top right center. Puncture bottom right near corner. Rub with transfer bottom right. Abrasion with loss bottom center. Soil bottom margin.	$1,000,000.
869	Vasily Kandinsky, PAINTING NO. 199, 1914, oil on canvas, 63 7/8 x 48 1/8" Condition: General Soil. Scalloping top edge. Very little margin right edbe. Whitish cast top right, top left, bottom left center. Spatter white paint left of center, bottom right center. Slight draw bottom left corner. Cracks top center. Two minute holes top left corner. Bottom left corner worn. THE SOLOMON R. GUGGENHEIM MUSEUM, NEW YORK Note: These works will be insured by the Museum of Modern Art as per previous agreement.	$1,000,000.

Received by *Date*

Please sign this receipt and return to The Solomon R. Guggenheim Museum

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

CONDITIONS

In accepting the objects described on the face of this receipt the undersigned agrees to the following conditions:

1. *Each object is received in good condition unless otherwise noted.*

2. *Each object shall at all times be given special care to insure it against loss, damage, or deterioration. Should loss or damage or deterioration be noted, The Solomon R. Guggenheim Museum is to be informed immediately in detail. It is understood that objects lent by the Museum shall remain in the condition in which they are received. They shall not be cleaned or repaired except with the express permission of The Solomon R. Guggenheim Museum.*

3. *Each object shall, while on exhibition, bear a proper descriptive label based on information furnished by The Solomon R. Guggenheim Museum.*

4. *All transportation costs of sending and returning objects to The Solomon R. Guggenheim Museum are to be assumed by the borrower. The Solomon R. Guggenheim Museum will continue its insurance on the objects, and will bill the borrower upon their return to the Museum for the insurance costs over the period of the loan.*

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THE SOLOMON R. GUGGENHEIM MUSEUM 1071 Fifth Avenue, New York 28

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11 West 53rd Street
New York, New York 10019

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Approved Harry Bert Deputy *Director* Registrar

Museum Number	*Description*	
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Received by ..... *Date* .....

Please sign this receipt and return to The Solomon R. Guggenheim Museum

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Solomon R. Guggenheim Museum, 1071 Fifth Avenue, New York City, 10028

Release

Date June 20, 1977

Please release the following

to Hahn

for delivery to Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

for Loan to MOMA Collection

Bill all charges to forward

Special Instructions

Registrar

Cherie Summers

Museum Number	Description
868	Vasily Kandinsky, PAINTING No. 201, 1914, oil on canvas, 63 7/8 x 48 1/8"
869	Vasily Kandinsky, PAINTING No. 199, 1914, oil on canvas, 63 7/8 x 48 1/8"

Received by

Date

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UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

08444 B

HAHN BROS. FIREPROOF WAREHOUSES, Inc.
79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

HRS. 9:30 - 5:30
(no 1PM-2PM)

Certificate No. 415 DATE MON. JUNE 20, 1977

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below: It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Mus. of Mod. Art ORD.
FROM: Guggenheim Museum
ADDRESS: x ~~1071~~ 1071 Fifth Ave.
CITY: NYC STATE PHONE
FLOOR ROOM ELEV. WALKUP

CONSIGNEE Museum of Modern Art
Attn: Pam Stein
ADDRESS: 20 W. 54th St.
CITY: NYC STATE PHONE
FLOOR ROOM ELEV. WALKUP

Pick Up Date Time | Delivery Date Time

TIME RECORD
Start 10 5 AM PM Customer Initials
Finish 1 45 AM PM Customer Initials

REMARKS
(Packing data — Instructions on job — or other information)
2 paintings by Kandinsky ea. entitled
SEASONS PAINTING approx. 64x49 without frame

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

☐ Check if Summary of Information for Shippers of Household Goods given.

CONTINUING ACCOUNT

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING
$ THIRTY CENTS PER LB. PER ARTICLE AS PER LETTER IN FILE
(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME: 1 Van(s) 2 Men Hours at $34.00 per hr.	
OVERTIME SERVICES: Van(s) Men Hours at $ per hr.	
Travel Time Hours at $ per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling per @	
Transit Storage: From To @	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINER	CONTAINERS ☐ Loan ☐ Supply Number	Per Each	Extension	PACKING Number	Per Each	Extension	UNPACKING Number	Per Each	Extension
BARREL, dish-pack, drum, etcetera			$			$			$
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1½ cubic feet									
1½ cubic feet									
3 cubic feet									
4½ cubic feet									
6 cubic feet									
6½ cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									
	TOTAL		$	TOTAL		$	TOTAL		$

TOTAL CONTAINERS PACKING AND UNPACKING $

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:
BILL: MOMA ORD. #
NAME
ADDRESS
CITY & STATE
ATTENTION OF

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed CARRIER OR AUTHORIZED AGENT

TOTAL CHARGES Charge ☐ Prepaid ☐ C.O.D. ☐
TOTAL PROBABLE COST CHARGES $
Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)
BALANCE DUE (15 Working Days, Credit Extended if Req.)
Prepayment Collected By
BALANCE DUE

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage (Warehouse) Consignee
By (Warehouseman's Signature) Date Per

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

BILL OF LADING

Form 252C

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CONTRACT TERMS AND CONDITIONS

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

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession(no carrier or party in possession of all or any of the poperty herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not shauch 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 b ythe shipper and receipted for by the carrier or its agent.

(c) Except in case 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 obstructions, 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 poperty 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 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 degulations in effect at such place.

CLAIMS PROCEEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise then 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 port 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 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 or parts 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.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, 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, or 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 to 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 owne, 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 cannot 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 same 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 newspaperis 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 hereunder 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 due 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 unloding 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 speciafically 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 agent shipping such goods shall be liable for and indemnify 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 occuring 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, 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 b ythe 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 no 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, and, in the case of a shipment or diverted to a point other than that specified in the orginal bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

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

Sec. 9 Any alternation, 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 thereby, 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

DS-30

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Exh. 1002

cc : Sharon McIntosh, Alicia Legg

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:

DATE March 4, 1977

Expect ☐ from:
Collect ~~XXXX~~ ☐ from: Mr. James Thrall Soby
Deliver ☐ to: Brushy Ridge Road
Release ☐ to: New Canaan, Connecticut
Tel: 203-966-1370
Attention Mr. Frank Fenton

on (date): as soon as possible

at (time):

Value if needed for insurance or invoice

The following objects: (artist, medium, size)

Matta: Here Sir Fire, Eat! (1942). Oil on canvas, 56 x 44"

Property of James Thrall Soby
(Promised gift to the Museum)

Tuesday
March

1977.441

PURPOSE Temporary loan for use in the Painting and Sculpture Collection galleries

CHARGES Collect ☐ Prepaid ☐ **Bill to:** all charges to be paid by the Museum

INSURANCE Ours ☒ Theirs ☐ **Charge to:**

VIA Railway Express ☐ Parcel Post ☐ Air Freight ☐ Ship ☐

Messenger: Ours ☐ Theirs ☐ Truck: Ours ☐ Theirs ☐

Please use the regular trucker for Soby collections. Trucker to bring all packing materials

MF 634

Department P&S **Signed** Cora Rosevear CR

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

C.R. Registrar

February 22, 1977

Mr. James T. Soby
Brushy Ridge Road
New Canaan, Connecticut

Dear Jim:

Once again, let me thank you for your willingness to help us out with the big Chirico next fall. I meant to ask you at the same time whether you might also give us a hand with a much less important loan, but one which I think will considerably strengthen our representation of the early 40s. I have in mind putting Matta's Here, Sir Fire, Eat in the section where our Gorkys are presently stronger than our Mattas. You know how highly I think of this particular Matta, and the knowledge that it is hanging in a back room of your house, where you probably don't see it too often, emboldens me to ask whether we might not have this on view for a while.

As I am leaving for Europe in a couple of days, I merely ask you to think about this possibility. In my absence, Cora Rosevear will check with you by phone and, if your response is positive, will arrange to have the picture picked up.

One way or the other, a million thanks for past and present favors.

With my very best wishes,

Sincerely,

WSR

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The Museum of Modern Art

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

Date received 3-18-77

Date returned .....

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by Mr. James Thrall Soby
Brushy Ridge Ridge
New Canaan, Connecticut

for Loan to Museum Collection Galleries

has (have) been

Registrar Eloise Riccia rdelli

Museum Number	Description	
1977.441	Matta: HERE SIR FIRE, EAT. (1942). Oil on canvas, 56 x 44".	$90,000

Will you please sign and return this statement which is our receipt of delivery.

Received by..... Date .....

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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cc : Pam Stein
Judith Cousins
John Mincks
Beth Kalmykow

August 23, 1977

August 24

1:00

XXXX

Dear Pete:

Here is a list of works for delivery to the north end of the East Wing tomorrow afternoon.

Formerly on view in that area, removed during construction:

Clore: Robert 104/072
Hockney: Kirby (After Hogarth) Useful Knowledge
Estes: Double Self-Portrait
Fontana: Spatial Concept
Rothenberg: Axes
Fahlen: Blue Moon

Other works to be delivered (formerly center area of East Wing)

Oldenburg: Cash Register (and pedestal)
Duff: White Divide
Clarke: Plywood with Roller Marks Number 2
Beckley: Hot and Cold Faucets with Drain (3 parts)

We may also need the Lichtenstein Modern Sculpture with Chaise Wave, but will decide after we see how the installation is going as this piece is probably hard for you to move.

Painting and Sculpture

Cora Rosevear

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EAST WING - Preliminary plan

Present Mies area

Duff: White Divide
Lichtenstein: Modern Sculpture with Glass Wave
Lichtenstein: Entablature
Oldenburg: Cash Register
Kleeman: Hobb's Tub
Clarke: Plywood with Roller Marks
Cardenas: Large Blackboard with Shelf
Andre: Timber Spindle Exercise
Beckley: Hot and Cold Faucets with Drain
Fahlen: Blue Moon
Berthot: Walken's Ridge
Hesse: Vinculuum II
R. Smith: White Rope
Martin: Untitled Number 5

probably about 6 more works

Present Rauschenberg area

Serra: Corner Prop Piece
Louis: Russet
Cane: Painting
Estes: Souble Self-Portrait
Arman: Untitled
Fontana: Spatial Concept
Sugarman: Ten
Rothenberg: Axes
Hockney: Kirby (After Hogarth)...
Close: Robert/104,072
Rabinowitch: Seven-sided Plane

probably about 6 more works

April 15, 1977

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The Museum of Modern Art

cc: Mary Lea Bandy
Cora Rosevear
Bill Williams
Reg copy

To Pete McIntyre

From Pam Stein

Date August 19, 1977

Re Reinstallation of 6 works in East Wing on Wednesday afternoon August 24th

Dear Pete:

The following works which are now on the mezz will be reinstalled on the 24th:

David Hockney: KIRBY (AFTER HOGARTH) USEFUL KNOWLEDGE. (139.77)
Susan Rothenberg: AXES. (144.77)
Chuck Fahlen: BLUE MOON. (138.77)
Lucio Fontana: SPATIAL CONCEPT. (701.76)
Richard Estes: DOUBLE SELF-PORTRAIT. (594.76)
Chuck Close: ROBERT/ 104, 072. (286.76)

I cannot give you an exact time as yet because the Rabinowitch sculpture is going to be dismantled around 10:30 Wednesday morning. As soon as the riggers have finished (probably around 1:30 or 2:00) you can start installing.

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The Museum of Modern Art

To Fred Coxen, Bill Williams

cc: Mary Lea Bandy
Eleanor Belich
Pam Stein ✓
Beth Kalmykow

From Cora Rosevear

Date August 10, 1977

Re East Wing dismantling - Part I. - Schedule

Dear Fred and Bill:

Eleanor and I have gone over my memo of August 9 outlining the dismantling of the center 1/3 of the East Wing and the protection of the works in the north 1/3. Two days should be allowed for this.

The Sugarman will be begun Monday first thing (it takes about 3 hours to move). Then the remaining works in that area will be taken down and removed.

Tuesday morning, first thing, the Serra Corner Prop Piece will be dismantled. With this memo I am asking Fred and Bill to arrange for five men to assist the Registration custodians with this at 9:30. (Also, Pam was arranging for a new box to be built for the Serra. Do you know if it has been completed?) The remaining works in the north section will then be wrapped.

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cc: Mary Lea Bandy
Fred Coxen Bill Williams
Eloise Ricciardelli
Pam Stein
Cora Rosevear Eleanor Belich

May 13, 1977

East Wing installation - present Rauschenberg section

Dear Fred:

I want to summarize some of the things which need to be done for the completion of the East Wing installation:

1. Arman: Constellation Number 18. Mike Poppo has advised me that a support will have to be built under this work because it is too heavy to hang in our usual way. Bill Rubin would like to have this base as thin as possible, preferably not as deep as the work of art itself. I don't know if this is possible, but at any rate could you arrange for Mike and Danny to work out the specifications. The Registrar's measurements for the work are 5' x 7', though Danny may prefer to do his own measuring. The work will be hung at 57" center.

2. Cane: Painting. Jean Volkmer will have to do considerable work on the piece after it is delivered to the gallery. After it is unrolled, she may need to have paper put on the floor so that she has a clean area under it.

3. Close: Robert / 104,072. Work to be removed from its handling frame just before it is installed.

4. Estes: Double Self-Portrait. Work to be put in original frame (silver, without plexi), as per Frame Change Sheet.

5. Fontana: Spatial Concept. Frame to be made, as per Frame Change Sheet. Work is presently in Paper Conservation where Collins should measure it.

6. Louis: Russet. The painting must be backed.

7. Rabinowitch: Seven-Sided Plane of Six Masses and Four Scales. The location of the beam has been determined and the sculpture can be placed by the riggers when it is delivered. Artist will have to work on the surface finish.

8. Serra: Corner Prop Piece. Wall to be constructed. Joe Helman, who has installed the sculpture before, said that it was not necessary to reinforce the sheet rock but that if we felt better for doing it we should. I think we should put some wood at the

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Serra: Corner Prop Piece - cont.

point where the metal pipe will touch the wall. Bill Williams has the specification sheet for the piece and I would appreciate if he would meet with Danny tosshow where the extra wood should go. Joe Helman and the artist will come to help with the installation.

9. The wall which presently has the Rauschenberg and Matisse signs should be painted as a painting will be installed on it.

Since beginning this memo, I have spoken with Mary Lea, Fred and Pam and all are agreed that the best plan would be to have the Rabinowitch and Serra sculptures delivered on Friday, May 20. The remaining works of art will be delivered wither on Friday afternoon or Monday morning. I am attaching a list of works and a sketch showingtheir placement.

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EAST WING (Rauschenberg area) - Works to be installed

Arman: Constellation Number 18

Cane: Painting

Close: Robert / 104,072

Estes: Double Self-Portrait

Fahlen: Blue Moon

Fontana: Spatial Concept.

Hockney: Kirby (After Hogarth) Useful Knowledge

Louis; Russet

Rabinowitch: Seven-Sided Plane of Six Masses and Four Scales

Rothenberg: Axes

Serra: Corner Prop Piece

5/13/77

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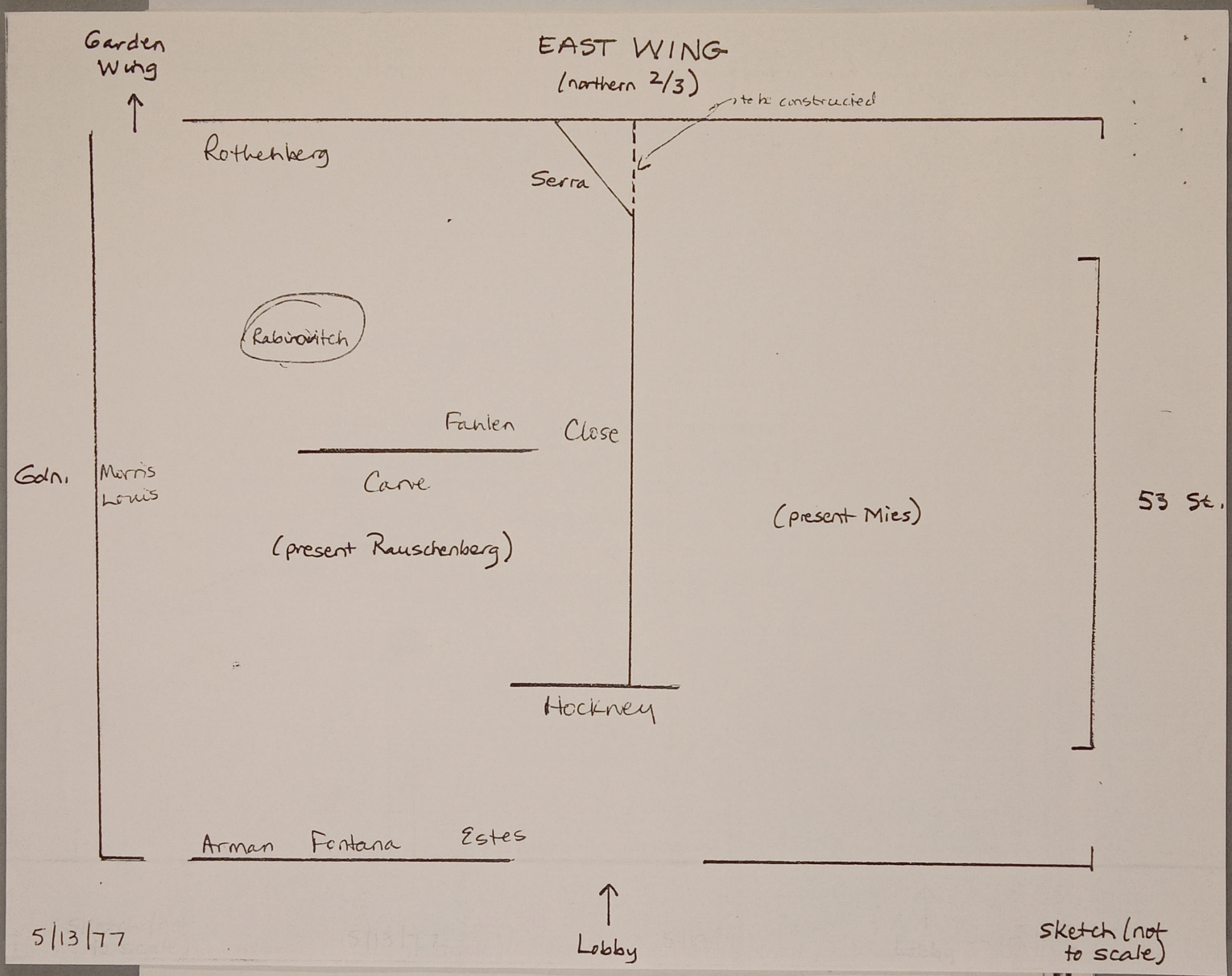

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The Museum of Modern Art

To Cora Rosevear

From Pam Stein

cc: Eleanor Belich
Fred Coxen
Mat Donepp

Date May 11, 1977

Re Installation of Rabinowitch sculpture

Dear Cora:

I have tentatively set May 20 as the installation date for this sculpture. I have asked Sal-Son Riggers to be here at 9:30. They said the job should take c. 4 hours. Of course it would have been ideal to have done it on a Wednesday, but it didn't seem possible.

I have also been trying to get in touch with Rabinowitch and have not had any luck. I will continue to try.

We should also start to think about a date to bring in the Richard Serra. We will use 4 Hahn men and they will place the sculpture in it's exact position.

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The Museum of Modern Art

To Eleanor Belich

From Cora Rosevear

cc : Mary Lea Bandy
Eloise Ricciardelli
Pam Stein

Date May 6, 1977

Re East Wing installation

Dear Eleanor:

Bill said that he would like to have all of the works delivered for Monday morning to the East Wing except: Hockney, Close, Serra, Rabinowitch, Cane and Martin. I am listing the works below. They can be placed on the floor in the positions indicated on the attached floor plan (Mies area only for this; the other works should be on trucks or in the space east of the Matisse Swimming Pool.) Sugarman and his assistant will come in to do the final placement of his sculpture. In planning your time, I think we could expect that Bill might think of a few more works to be delivered during Monday. Mike and John should be able to hang most works themselves, unless one is unexpectedly heavy.

Fahlen: Blue Moon
Beckley: Hot and Cold Faucets with Drain
Duff: White Divide
Lichtenstein: Modern Sculpture with Glass Wave
Lichtenstein: Entablature
Oldenburg: Cash Register and
pedestal
Kleeman: Hobb's Tub
Clarke: Plywood with Roller Marks Number 2
Cardenas: Large Black Blackboard with Shelf
Berthot: Walken's Ridge
Sugarman: Ten
Andre: Timber Spindle Exercise
Estes: Self-Portrait
Huot: Comrie

Louis: Russet
Arman: Untitled
Rothenberg: Axes
Fontana: Spatial Concept

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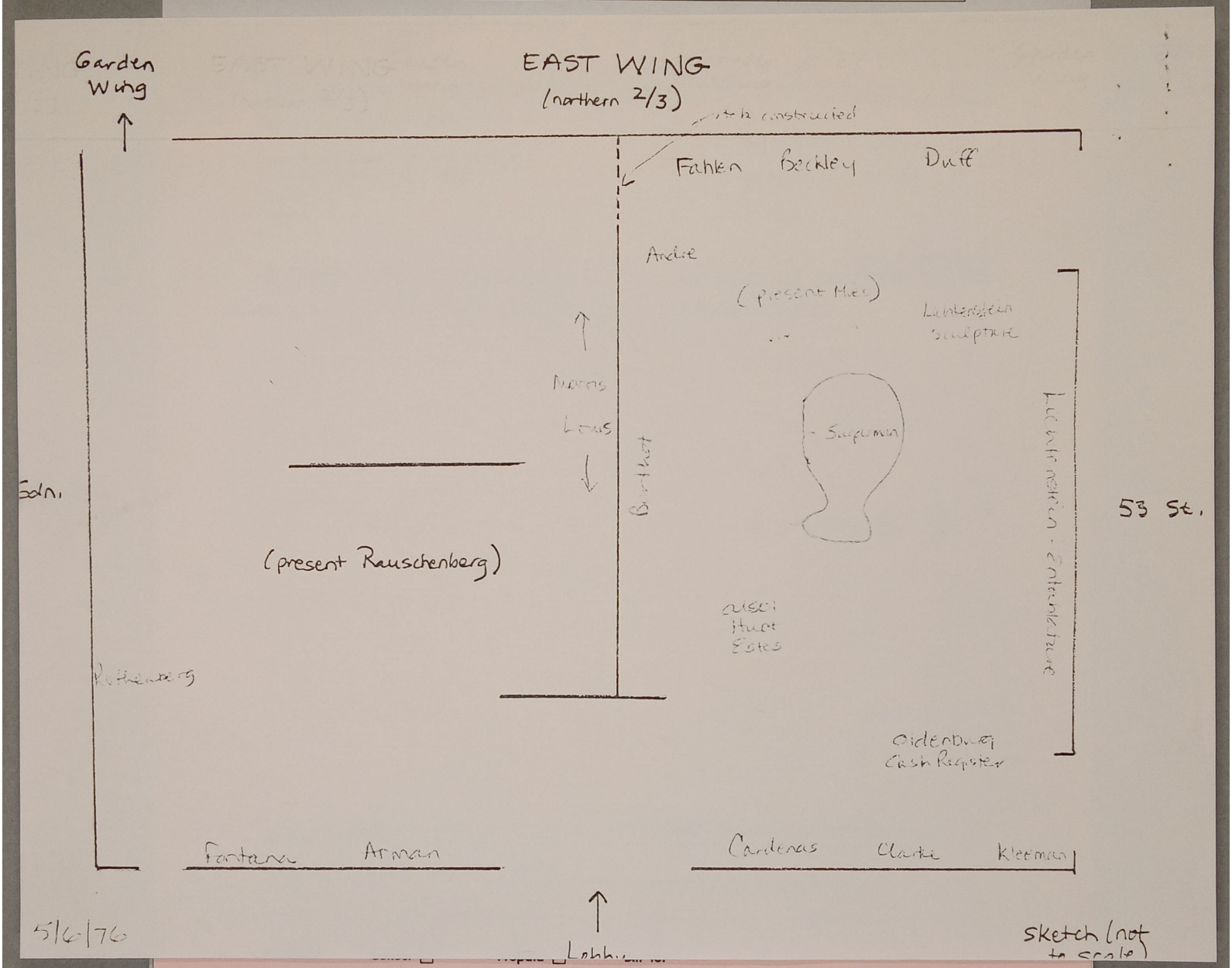

INSURANCE Ours ☐ Theirs ☐ Charge to:

VIA Railway Express ☐ Parcel Post ☐ Air Freight ☐ Ship ☐

Messenger: Ours ☐ Theirs ☐ Truck: Ours ☐ Theirs ☐

MF 634

Department Registrar Signed Pam Stein

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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:

DATE April 29, 1977

Expect ☒ from: Willard Gallery
Collect ☐ from: via Hahn
Deliver ☐ to:
Release ☐ to:

on (date): May 6, 1977

at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

Susan Rothenberg: AXES. 1976. Acrylic and gesso on canvas, 66 x 105".

PURPOSE To go into East Wing Exhibition. Will probably be delivered with first group on Sunday night May 8, so hold on mezz.

CHARGES Collect ☐ Prepaid ☐ Bill to:

INSURANCE Ours ☐ Theirs ☐ Charge to:

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

NF 634

Department Registrar **Signed** Pam Stein

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Orig. Reg. cc CK, CK

cc: NYC/Willard Gallery
NK
+ usual

Willard Gallery
INCORPORATED
29 EAST 72 • NEW YORK • 10021
212 744-2925

March 17, 1977

Coxen
Lea Bandy
Rosevear

It is understood that the painting listed on the enclosed invoice, Axes, 1976, by Susan Rothenberg, will be on loan from the Museum of Modern Art to the Willard Gallery for the period April 2-May 5, 1977, and that the Museum may terminate the loan at its convenience during this period, should the Museum wish to include the painting in its "Recent Acquisitions" exhibition.

Miani Johnson

Miani Johnson
Willard Gallery

66 x 105"

144.47

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The Museum of Modern Art

To Eleanor Belich

From Pam Stein

cc: Fred Coxen
Mary Lea Bandy
Cora Rosevear

Date April 28, 1977

Re Installation of East Wing

Dear Eleanor:

I spoke with Eloise this morning and this is what we have scheduled so far:

Framing of Berthot: WALKEN'S RIDGE by Lebron will take place on Thursday May 5 in the morning. Please have the peiture in the area first thing on Thursday.

Stretching of Morris Louis: RUSSET. Lebron will do this first thing Thursday morning May 5. He plans to begin at 9:30 so hopefully we can use the Main Lobby.

If RUSSET should not be installed with the first group on Monday May 9th Eloise says that we can store it on the wall facing the far entrance to the Matisse: SWIMMING POOL gallery. This entrance will then have to be closed off until we are ready to install the painting. We can probably stack the Berthot on this wall too.

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Fred Coxen
Cora Rosevear

cc : Antoinette King
Mary Lea Bandy
Eleanor Belich
Pam Stein

April 25, 1977

East Wing - framing

Dear Fred:

Further to my frame change sheet #1 for the East Wing, the Fontana Spatial Concept needs to be backed as well as framed. I presume Collins can measure the work/in Antoinette's lab when he measures it for the frame? Also may I remind you again about the plexi in case it needs to be/special order?

Thanks.

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cc: Cora Rosevear

Eleanor Belich

Pam Stein

April 25, 1977

Lebron frame for Jake Berthot: WALKEN'S RIDGE.

Dear Eleanor:

Cora requested that we get Lebron to make a frame for the Berthot (one similar to the frame he did for the large Sam Francis). The picture is probably to go to the floor on Firday evening May 6. We should therefore have the frame ready before that. When would be a convinient time for the men to assemble the two parts so that Lebron can come in and measure?

Thanks,

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The Museum of Modern Art

To Pam Stein

cc : Eleanor Belich
Mary Lea Bandy
John Mincks

From Cora Rosevear

Date April 22, 1977

Re Works to be backed

Dear Pam:

Ruth Morton called me to give condition reports on works proposed for the East Wing as summarized on my list of March 29.

She mentioned that three works need to be backed. These are:

Clarke: Plywood with Roller Marks #2

Cardenas: Large Blackboard with Shelf

Blackwell: Jaffrey (should be keyed first)

As I write this I can't help but remind all concerned that there are some even more important works which urgently need backing, as we recently discussed, including the Morris Louis Untitled, Pollock One, Pollock Echo, etc.

Thanks.

C

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The Museum of Modern Art

cc : Fred Coxen
Mary Lea Bandy
Eleanor Belich
Pam Stein
Beth Kalmykow

FRAMING INSTRUCTIONS/RECORD SHEET

EXHIBITION/PURPOSE EAST WING installation

Account # 2122 East Wing

Project Order # 10384

Earliest date work can be available to frame shop: avail. now

date work must be completed May 5

Museum or Loan #	Artist/Title/Date	Mat Specifications	Type of Glazing	Framing Specifications	Disposition of original frame material
594.76	Estes: Double Self-Portrait Oil on canvas, 24 x 36"			Work was recently put in a walnut frame with plexi for outgoing loan. Should now be returned to its original frame, a silver one (without plexi). Please label and store walnut frame and plexi for future use.	

Thanks.

Pam —
This work is going out on loan to the Allan Stone Gallery — in the plexi frame — it will be back 5/5 — Cora is arranging w/ Fred to get it back into it's original frame for installation in the East wing —
Diane

Cora Rosevear 4-19-77 Painting and Sculpture
Issued by: Staff member Department

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PS

The Museum of Modern Art

To Pam Stein

From Cora Rosevear

cc : Mary Lea Bandy
Eleanor Belich
John Mincks

Date April 19, 1977

Re East Wing installation

Dear Pam:

Bill Rubin has confirmed that he would like to have a Lebron strip frame*
on the Berthot Walken's Ridge which will be included in the East Wing installation.

Do you expect to be scheduling Lebron for any work here in the near future,
in which case he could then also measure the Berthot. Or can he make the frame
from your measurements?

Thx!
C.

*the usual Lebron bagette - medium walnut with gold facing

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RS

The Museum of Modern Art

To Pam, Pat cc : John

From Cora

Date April 19, 1977

Re Sugarman sculpture

Just a quick note to say that it now looks as though the Sugarman may be installed in the first round of East Wing changes, i.e. c. May 9. Hope this doesn't throw off your scuedule for repairs.

C.

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The Museum of Modern Art

cc : Fred Coxen
Mary Lea Bandy
Eleanor Belich
Pam Stein ✓

FRAMING INSTRUCTIONS/RECORD SHEET

EXHIBITION/PURPOSE ~~EAST WING installation~~ Account # 2122 ~~East Wing~~ Project Order # ~~10384~~

Earliest date work can be available to frame shop: _____ date work must be completed _____

Museum or Loan #	Artist/Title/Date	Mat Specifications	Type of Glazing	Framing Specifications	Disposition of original frame material
new acquisition	Fontana: Spatial Concept . (1957) Pen and ink on paper mounted on canvas, 78 7/8" x 55"	Medium walnut frame (Drawings frame color), flat-face moulding (I should meet with Collins to get his advice on what size should be used with this painting).	Plexi	Label and store original frame	

Antoinette King is presently working on this piece. It is in her lab and Collins should go there to measure it. Plexi should be ordered now if it is oversized.

Thanks

MF 449-a

~~Core Reserver April 12, 1977~~
Issued by: Staff member Department

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Fred Coxen

Cora Rosevear

cc : Mary Lea Bandy
Eleanor Belich
Pam Stein

April 12, 1977

Preliminary report on reframing for
East Wing installation

I have not yet been able to get Bill Rubin's decisions on framing, but I think it will be limited to the following:

Beckley: Hot and Cold Faucets with Drain . Three cibachrome color photographs mounted on foam core, each approximately 39 7/8 x 30".
We are contacting the artist who apparently knows how he wants this framed. (He may want it framed as one unit rather than in three parts).

Fontana: Spatial Concept. Pen and ink on paper mounted on canvas, with punctures and scrapes, 78 7/8 x 55".
Needs frame and plexi. Work is presently with Antoinette and Collins should measure it there and discuss frame with her. Framing sheet is attached. Plexi should be ordered soon as its a large size.

Jensen: Here-Then-There! Oil on canvas, 25 1/8 x 36 1/8". Work presently in Frame Shop. I will examine it with Collins to determine specifications for new frame.

Possible candidates for frames (but I don't think they will be necessary):

Berthot: Walken's Ridge. Oil on canvas mounted on wood, 2 panels, each 59 7/8 x 7'; overall 60 1/8 x 14' 1/8". Would be an L strip frame if any.

Estes: Double/ Self-Portrait. Oil on canvas, 24 x 36". Presently in frame with plexi. May go back into original frame which is in storage.

Baranik: Napalm Elegy TA 3. Oil and collage on composition board, 48 x 47 3/4". Would be simple L strip if anything.

Marie Frost has issued Project Order 10384 for East Wing framing

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Cora Rosevear

Pam Stein

April 1, 1977

Installation of Serra and Rabonowitch

Dear Cora:

I spoke with Mat today about the possible weight problems with these pieces. The floors in the East Wing can hold 120 lbs. per square foot. The Rabinowitch is 180 lbs. per square foot. The Serra is 150 lbs. per square foot.

Mat said it would be possible to install the sculptures if each sculpture was placed on top of a beam. The sculptures should also be placed a few feet away from each other (this supposes you even want to place them in the same area). The other solution Mat mentioned for the Rabinowitch is building a platform for it to sit on. This would distribute the weight.

Someone should meet with Mat very shortly to discuss the placement of these pieces in the East Wing.

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The Museum of Modern Art

To Conservation

From Cora Rosevear

Date March 29, 1977

Re Recent Acquisitions exhibition
East Wing, May -

cc : Jean Volkmer
Pat Houlihan
Antoinette King
Pam Stein
Eleanor Belich
Judith Cousins
John Mincks
Richard Palmer
Fred Coxen
Nancy Karumba

To All Concerned:

Today Bill Rubin made a very preliminary selection of works which will be installed in the East Wing in May. I would very much appreciate if you would check the works under your jurisdiction for condition problems, installation problems, etc. so that we can have all in order for installation in early May.

Group I. - probably will be installed

Sugarman: Ten

Clarke: Plywood with Roller Marks #2

Rothenberg: Axes

Hockney: Kirby (After Hogarth) Useful Knowledge

Close: Robert / 104,072

Arman: Constellation No. 18

Rabinowitch: Seven-Sided Plane of Six Masses and Four Scales
(weight problem?)

Cane: Painting

Duff: White Divide

Berthot: Walken's Ridge

Martin, A.: Untitled Number 5

Estes: Double Self-Portrait

Smith, R.: White Rope

Cardenas: Large Black Blackboard with Shelf

Beckley: Hot and Cold Faucets with Drain

Continued...

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Bishop: Untitled #2

Andre: Timber Spindle Exercise

Fahlen: Blue Moon

Lichtenstein: Entablature

Lichtenstein: Modern Sculpture with Glass Wave

Oldenburg: Cash Register

Baranik: Napalm Elegy TA 3

Kleeman: Hobb's Tøb #2

Blackwell: Jaffrey

Serra: Corner Prop Piece

Benglis: Victor

Hesse: Vinculum II

Dill: Untitled (floor sculpture)

Wells, L.: AAYH 74

Louis, M.: Russet (not yet in building)

Huot: Comrie

Jensen: Here-Then-There!

Fontana: Spatial Concept

As Bill considers additional works, I will forward a list to you.

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PS

Jean Volkmer

cc : Pam Stein

Cora Rosevear

March 8, 1977

Louis Cane Painting 98.76

Dear Jean:

In the next East Wing installation, which is scheduled for early May, Bill Rubin wphans to hang the Louis Cane. You'll recall this is the large unstretched black canvas which we found to be damaged when we unrolled it last summer. Is there any chance that you can work on it before May?

Many thanks.

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cc: Richard Palmer
Mary Lea Bandy
Matt Donepp
Bill Williams
Pam Stein ✓
Eleanor Belich
CR
green

Fred Coxen

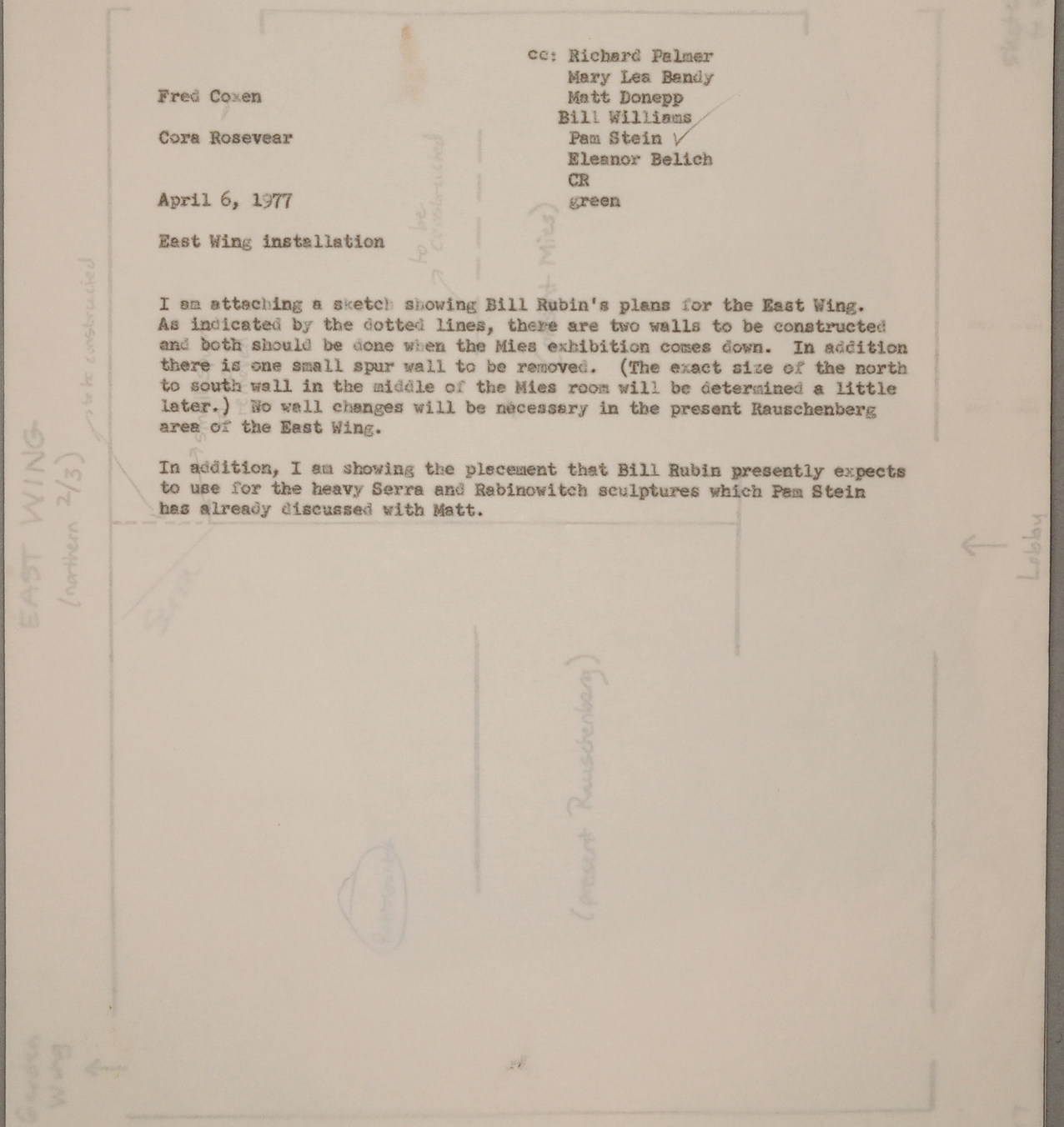
Cora Rosevear

April 6, 1977

East Wing installation

I am attaching a sketch showing Bill Rubin's plans for the East Wing. As indicated by the dotted lines, there are two walls to be constructed and both should be done when the Mies exhibition comes down. In addition there is one small spur wall to be removed. (The exact size of the north to south wall in the middle of the Mies room will be determined a little later.) No wall changes will be necessary in the present Rauschenberg area of the East Wing.

In addition, I am showing the placement that Bill Rubin presently expects to use for the heavy Serra and Rabinowitch sculptures which Pam Stein has already discussed with Matt.



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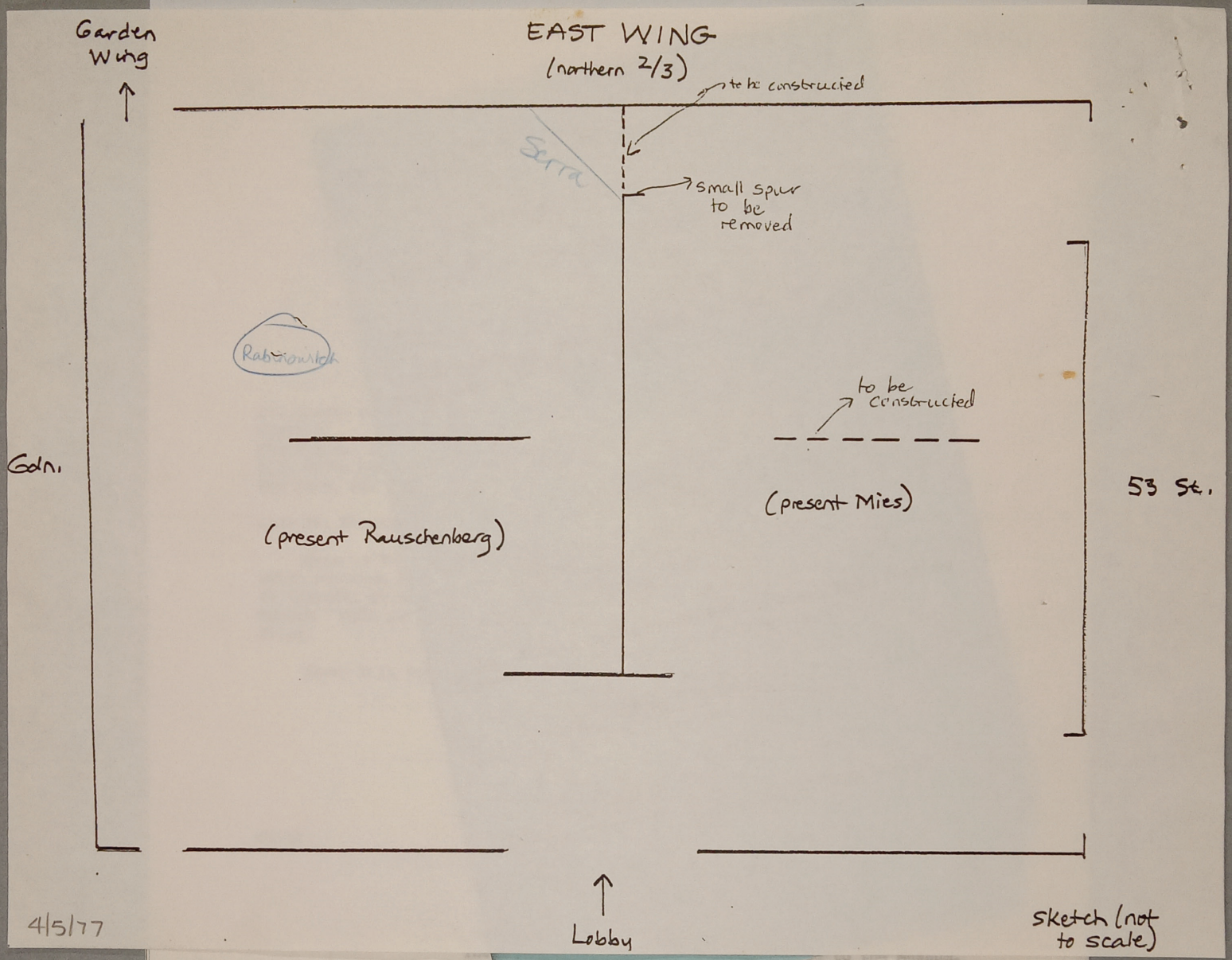

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Exh. 1002

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

№ 8749

REGISTRAR'S RECORD

I have authorized release

to Hahn Brothers ,

on April 6, 1977 , of the material itemized below:

Museum number	Artist or maker	Description
76.956	Kandinsky:	LIGHT PICTURE, NO. 188. 1913. Oil on canvas, 30 3/4 x 39 5/8".

Remarks: Loan to Museum Collection Galleries, being returned to owner, Solomon R. Guggenheim Museum.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

4/4/77
(date signed)

Registrar Teri Varveris

Exh. 1002

te Kantz
rar

Solomon R.
rom The Guggenheim Museum

1976

the Kandinsky Light Picture
gs, Spring and Summer, could
Messer has organized for
the white one is for your

ear
Curator

under our recent inter-museum
agreement.

The painting has already been delivered to the Museum.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Exh. 1002

cc: Charlotte Kantz
Registrar
CR
green

November 2, 1976

Dr. Louise Svendsen
Curator
The Solomon R. Guggenheim Museum
1071 Fifth Avenue at 88-89th Streets
New York, New York 10028

Dear Dr. Svendsen:

Here is the Museum's loan agreement form for the Kandinsky Light Picture which you have lent to us so that our two paintings, Spring and Summer, could be included in the Kandinsky exhibition which Mr. Messer has organized for Munich. Will you sign and return the green copy; the white one is for your files.

Sorry this comes a bit late,

Sincerely,

Cora Rosevear
Assistant Curator

CR:bk

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FOR exhibition in the Painting and Sculpture Collection
Galleries, October 15, 1976 to c. February 15, 1977

The Solomon R. Guggenheim Museum
1071 Fifth Avenue at 88-89th Street, N. Y., NY 10028

on loan from The Solomon R. Guggenheim Museum

Vasily Kandinsky

Light Picture

Oil

1913

We understand that the
Guggenheim will maintain the insurance under our recent inter-museum agreement.

not for sale

The painting has already been delivered to the Museum.

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Exh. 1002

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 Fifth Avenue, New York 28

Date October 14, 1976

The following objects are lent by The Solomon R. Guggenheim Museum under the conditions noted on the back of this receipt

to Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

for EXTENDED LOAN *from* Oct. 15, 1976 *to* January 1977

Approved [signature] *Director* [signature] *Registrar*

Museum Number	*Description*
244	Vasily Kandinsky, LIGHT PICTURE, No. 188, 1913, oil on canvas, 30 5/8 x 39½" Condition: All edges rubbed with loss. Scattered cracks overall - general. Support distortion top left corner. Rub top right corner, bottom edge left, left edge center. Losses: top left corner, top edge right center, top right, right center. Transfers bottom center. THE SOLOMON R. GUGGENHEIM MUSEUM, NEW YORK

Received by Pamela Stein *Date* Oct. 14, 1976

Please sign this receipt and return to The Solomon R. Guggenheim Museum

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

THE SOLOMON R. GUGGENHEIM MUSEUM

1071 Fifth Avenue - New York, N. Y. 10028 - ENright 9-5110

PS

October 14, 1976

please release the following to:
Hahn Brothers

Deliver to: Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

For: Extended loan - Oct. 15, 1976 - Jan. 1977

Please bill all charges forward

Cherie Summers Registrar

Museum Number	Description
244	Kandinsky, LIGHT PICTURE, 1913 oil on canvas, 30 5/8 x 39½"

Date: Received by:

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

Exh. 1002

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

005948

HAHN BROS. FIREPROOF WAREHOUSES, Inc.
79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

RS 14

Certificate No. 415

DATE 10/15/76 - After 10:30 with delivery by Noon

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of Modern Art
Guggenheim Museum
ADDRESS: 1071 5th Ave.
CITY: NewY ork, STATE N.Y. PHONE
FLOOR ROOM ELEV. WALKUP

CONSIGNEE Museum of Modern Art
Pam Stein
ADDRESS: 20 W. 54th St.
CITY: New York, N STATE N.Y. PHONE
FLOOR ROOM ELEV. WALKUP

Pick Up Date 10/15/76 Time 10:30 Delivery Date Time

TIME RECORD
Start 2:45 pm AM PM SF Customer Initials
Finish 3:40 pm AM PM Customer Initials

REMARKS
(Packing data — Instructions on job — or other information)

Painting "Light Picture" by Kandinsky
30 X 39
Wrap in Glassene

☐ Check if Summary of Information for Shippers of Household Goods given.

JOB HOURS
TRAVEL TIME 3.4
TOTAL HOURS

continuing account

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

$ _____
(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

X Pam Stein
SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME	
1 Van(s) 2 Men Hours at $33.00 per hr.	
OVERTIME SERVICES	
Van(s) Men Hours at $ per hr.	
Travel Time Hours at $ per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling per @	
Transit Storage: From To @	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINER	CONTAINERS ☐ Loan ☐ Supply Number	Per Each	Extension	PACKING Number	Per Each	Extension	UNPACKING Number	Per Each	Extension
BARREL, dish-pack, drum, etcetera			$			$			$
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1½ cubic feet									
1½ cubic feet									
3 cubic feet									
4½ cubic feet									
6 cubic feet									
6½ cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									
	TOTAL		$	TOTAL		$	TOTAL		$

TOTAL CONTAINERS PACKING AND UNPACKING $

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:

NAME MOMA P.O. 6203
ADDRESS
CITY & STATE
ATTENTION OF

TOTAL CHARGES Charge ☑ Prepaid ☐ C.O.D. ☐
TOTAL PROBABLE COST CHARGES $
Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)
BALANCE DUE (15 Working Days, Credit Extended if Req.)
Prepayment Collected By
BALANCE DUE

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed _____
CARRIER OR AUTHORIZED AGENT

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X _____
Rec'd for Storage _____ (Warehouse) Consignee _____
By _____ (Warehouseman's Signature) Date _____ Per _____

BILL OF LADING
(Give to Customer Before Start of Job)

MILBIN PRINTING, INC., 135 SCHMITT BLVD., FARMINGDALE, N. Y. 11735 Form 252C

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CONTRACT TERMS AND CONDITIONS

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

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession(no carrier or party in possession of all or any of the poperty herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not shauch 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 b ythe shipper and receipted for by the carrier or its agent.

(c) Except in case 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 obstructions, 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 poperty 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 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 degulations in effect at such place.

CLAIMS PROCEEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise then 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 port 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 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 or parts 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 aviod the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, 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, or 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 to 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 owne, 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 cannot 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 same 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 newspaperis 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 hereunder 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 due 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 unloding 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 speciafically 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 agent shipping such goods shall be liable for and indemnify 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 occuring 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, 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 b ythe 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 no 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, and, in the case of a shipment or diverted to a point other than that specified in the orginal bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

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

Sec. 9 Any alternation, 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 thereby, 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

DS-30

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Exh. 1002

GUGGENHEIM

October 15, 1976

Ms. Pam Stein
Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

Dear Pam:

Enclosed please find Find two copies of our formal Borrower's Receipt for Kandinsky's LIGHT PICTURE, No. 188 which will be on an extended loan to the Museum of Modern Art through January 1977. Please sign and return the original; the other copy is for your records.

Please compare the work with the accompanying photograph. If you see any significant changes in the condition of the work, please inform us. PLEASE RETURN THE PHOTO TO ME AT THE END OF THE LOAN PERIOD.

Sincerely,

Cherie Summers
Associate Registrar

ENCLS.

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

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Exh. 1002

THE METROPOLITAN MUSEUM OF ART
NEW YORK, N.Y. 10028

Cora Rosevear
Charlotte Kantz
Pam Stein
Circ.

Date: 6/2/77

Received From: The Museum of Modern Art

Address: 11 West 53rd St.

NY,NY 10019

Telephone No. .....

Description: (1) painting: 67.187.68

Purpose: return ML 7200

ber 13, 1976

the Ensor The Meager Repast
for the two holes which our
I am enclosing photographs
re were already two holes
receiving your permission,
are less obtrusive.

ely,

osevear
ant Cumator

Herbert Moskowitz
Associate Registrar

detail UR frame
detail UL frame

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: Cora Rosevear
Charlotte Kantz
Pam Stein
Circ.

December 13, 1976

Ms. Lowery S. Sims
Assistant Curator
Twentieth Century Art
Metropolitan Museum of Art
Fifth Avenue at 82nd Street
New York, N.Y. 10028

Dear Ms. Sims:

Just a note to thank you again for lending us the Ensor The Meager Repast (Banquet of the Starved) and to apologize once more for the two holes which our men put in the face of the frame. For your records, I am enclosing photographs of the frame showing the damage. (You'll recall there were already two holes in the frame when we received the painting.) After receiving your permission, our Conservator filled in all four holes so that they are less obtrusive.

With thanks for your help,

Sincerely,

Cora Rosevear
Assistant Curator

Encl.
cr:ck

3 photos – full ptg & frame
detail UR frame
detail UL frame

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

PS

The Museum of Modern Art

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

Date received September 20, 1976

Date returned 6-2-77

to

Museu

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by **Metropolitan Museum of Art**
Fifth Avenue at 82nd Street
New York, New York 10028

for **Loan to Museum Collection Exhibition through May 1977**

has (have) been Returned via Metropolitan Museum of ~~Art Truck~~ 6-2-77.

Teri Varveris

Registrar **Teri Varveris**

Museum Number	Description	
76.850	**James Ensor: REPAS DES MAIGRES. (c. 1915). Oil on canvas, 45 1/2 x 57 1/2".** **Note: Condition report enclosed.**	**Insurance covered under Inter-Museum Reciprocal Loan Arrangement.**

Will you please sign and return this statement which is our receipt of delivery. THANK YOU.

Received by Robert Rosenblum Date 6/7/77

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

ML 7200
Exh. 1002

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

No 8837

REGISTRAR'S RECORD

I have authorized release

to Truck for Metropolitan Museum of Art ,

on June 2, 1977 , of the material itemized below:

Museum number	Artist or maker	Description
76.850	James Ensor:	REPAS DES MAIGRES. (c.1915). Oil on canvas, 45 1/2 x 57 1/2".

Remarks: Loan to Museum Collection exhibition from 9/76, being returned to Metropolitan Museum of Art.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

6/1/77
(date signed)

Registrar E. Ricciardelli

OF ART

ed to The Museum of Modern Art,

Herbert Moskowitz, Associate Registrar

$50,000.00
Total Valuation

Air Freight, collect, $500.00 declared
rrier.

air freight, collect, $ _____
d to the carrier.

e value given against all risks for
ne in transit.

out waiver of subrogation against
he Inter-Museum Reciprocal Loan

for the insurance premium and any
ny.

he Inter-Museum Reciprocal Agree-
to the borrower.
wer

ght, all charges pre-paid, $500.00 de-

eight, all charges pre-paid, $_____
The Metropolitan Museum of Art,
et, New York, N.Y. 10004.

[x] At close of the exhibition, please contact the Registrar's Office, 879-5500, Ext. 318 to arrange return of loan. Herbert Moskowitz, Associate Registrar

[ ] Other:

Date _____

_____
Official Signature

Receipt of the objects summarized above and described in the attached listings, all in good condition, is hereby acknowledged, and the conditions appearing on the reverse side of this receipt are hereby accepted.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

ML 7200
Exh. 1002

RECEIPT

BORROWER'S COPY

THE METROPOLITAN MUSEUM OF ART
Fifth Avenue and 82 Street
New York, N.Y. 10028

The following objects from the Museum collections are delivered to The Museum of Modern Art, 11 West 53rd St., NY,NY 10019

for the purpose of loan 9/76 - 4/77

Approved James Pilgrim
Vice Director

Herbert Moskowitz
Herbert Moskowitz, Associate Registrar

$50,000.00
Total Valuation

(1)items (see attached listing)

Collection date: _____ by: _____

Delivery date: 9/20/76 by: Sofia

Shipping date: _____ by:

☐ Emery Air Freight, collect, $500.00 declared to the carrier.

☐ Ocean/air freight, collect, $_____ declared to the carrier.

Insured by:

☐ The Metropolitan Museum of Art at the value given against all risks for the full period of the loan, including time in transit.

☐ The Metropolitan Museum of Art without waiver of subrogation against the borrower.

☒ Other: Insurance covered under the Inter-Museum Reciprocal Loan Arrangement

Charges:

☐ The Metropolitan will bill the borrower for the insurance premium and any other expenses, including packing, if any.

☐ The insurance premium is covered by the Inter-Museum Reciprocal Agreement; any other expenses will be billed to the borrower.

☒ Other: To be collected by borrower

Remarks:

☐ Please return the loan via Emery Air Freight, all charges pre-paid, $500.00 declared to the carrier.

☐ Borrower may arrange for return of loan.

☐ Please return the loan via air/ocean freight, all charges pre-paid, $_____ declared to the carrier, consigned to: The Metropolitan Museum of Art, c/o W. R. Keating & Co., 90 Broad Street, New York, N.Y. 10004.

☒ At close of the exhibition, please contact the Registrar's Office, 879-5500, Ext. 318 to arrange return of loan. Herbert Moskowitz, Associate Registrar

☐ Other:

Date _____

_____
Official Signature

Receipt of the objects summarized above and described in the attached listings, all in good condition, is hereby acknowledged, and the conditions appearing on the reverse side of this receipt are hereby accepted.

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THE METROPOLITAN MUSEUM OF ART

CONDITIONS GOVERNING LOAN OF OBJECTS

1. It is understood that objects covered by this receipt shall remain in the condition in which they are received. They shall not be cleaned, repaired, retouched or altered in any way whatever except with written permission of The Metropolitan Museum of Art.

2. Damages, whether in transit or on the borrower's premises and regardless of who may be responsible therefor, shall be reported to The Metropolitan Museum of Art immediately. Should damage occur during transit notify the carrier at once. Save all packing materials until the carrier or his agent has had the opportunity to inspect them. Where Railway Express Agency is the carrier, secure a copy of their Joint Inspection Report. This will be needed for possible claim.

3. The borrower may photograph the objects covered by this receipt only for record and publicity purposes, and for reproduction in an exhibition catalogue. Paintings and drawings must not be removed from their frames for photography. If desired, the Museum will supply photographs of pictures without frames upon request.

4. Borrowers may not reproduce such objects in any media (including photographs) for purposes of sale, nor may such objects be subjected to technical examination of any type whatever without written permission of this Museum.

5. Loans made to other institutions by The Metropolitan Museum of Art for periods of six months or more are subject to the condition that should The Metropolitan Museum of Art desire to recall any object for its own purposes, it may do so on thirty days' notice to the borrower. The Museum, if requested, will exert its best efforts to substitute for any object so recalled another similar object at its expense.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

7200

0830

THE METROPOLITAN MUSEUM OF ART

Loan to: The Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

Date September, 1976 - April, 1977

Department Twentieth Century Art

The Metropolitan Museum of Art

OBJECTS	ACCESSION NO
October 6, 1976 James Ensor Belgian, 1860-1949 THE HEADED REPAST oil on canvas, ca. 1915 H. 45 1/2 W. 57 1/4 inches Bequest of Miss Adelaide Milton de Groot (1876-1967), 1967 Neg. #187968	67.187.6

Dear Ms. Rosever:

This letter will confirm my conversation with your office giving permission to restore the frame of James Ensor's The Meagre Repast.

I hope that you will enjoy it during its stay at your museum.

Sincerely,

Stanley S. Ellen
Assistant Curator
Twentieth Century Art

cc: Marcelino McRae
Laura Rutledge Grimes

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Orig Reg cc CR, CK

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

October 6, 1976

Ms. Cora Rosever
The Museum of Modern Art
11 West 53rd Street
New York, N.Y., 10019

Dear Ms. Rosever:

This letter will confirm my conversation with your office giving permission to restore the frame of James Ensor's The Meagre Repast.

I hope that you will enjoy it during its stay at your museum.

Sincerely,

Lowery S. Sims
Assistant Curator
Twentieth Century Art

cc: Marceline McKee
Laura Rutledge Grimes

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

To Pam Stein

cc: Fred Coxen
Charlotte Kantz

From Cora Rosevear

Date October 5, 1976

Re Ensor: Banquet of the Starved

Dear Pam:

Thanks for confirming that the top holes on each side of the Ensor frame were there when the painting arrived. I telephoned the Registrar and spoke to Laura Rutledge in Herbert Moskowitz' absence to report the two new holes in the frame. She must be in touch with the Twentieth Century Department and they will let me know directly about repairs.

I also asked her about the condition report which was done when the Ensor arrived. She said we usually send her copies of our reports so will you proceed and send the Ensor report to her attention.

Thanks.

C.

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Museum of Modern Art

To Pam Stein

cc: Fred Coxen
Charlotte Kantz

From Cora Rosevear

Date October 4, 1976

Re Ensor: Banquet of the Starved

Dear Pam:

When I arrived today on the Second Floor the men were already installing the Ensor which the Metropolitan has lent us. I immediately noticed four holes on the face of the frame, two upper left, two upper right.

Robbie said that the top hole on each side had been there and that he had done the lower set (in putting screw eyes into the back of the frame).

Can you confirm that the top holes on each side were there when we received the painting? Then I think we had better photograph it and report the condition to the Met immediately.

C.

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Museum of Modern Art

To Pam Stein cc: Charlotte Kantz

From Cora Rosevear

Date October 6, 1976

Re Ensor: Banquet of the Starved

Dear Pam:

Lowery Sims of the Twentieth Century Department at the Metropolitan telephoned to give their permission for us to restore the damaged Ensor frame. Before proceeding, I think it would be good form to send them a photograph of the damage. Could you arrange for Kate to do this and, if you will let me know when it has been completed, I will ask Jean Volkmer about restoring the frame.

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	MoMA Exhs.	1002.5

Charlotte Kantz

Pam Stein

September 22, 1976

Ensor: REPAS DES MAIGRES (76.850) loan from Metropolitan

Dear Charlotte:

I just spoke with Jean about the Ensor. She says that it is in terrible shape, however the losses I mentioned are not new. Jean says the painting was once rolled. She says we should take a condition photograph immediately so as not to be blamed for the condition when the picture returns to the Met. in April of 1977 (I'm sure they must be aware of most of the conditions).

I Jean also mentioned that the work (because of the condition) will not look very well next to the other works in our gallery)

Do you want to have a look at it?

Thanks.

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Exh. 1002

The Museum of Modern Art

To Pam Stein

From Charlotte Kantz

cc: Cora Rosevear
Diane Jablon

Ensor: 1642.40

o/c 46 3/8 x 66".

Date September 14, 1976

Re Collecting Ensor Le Rèpas des Maigres from Metropolitan

Dear Pam:

As you may recall, nearly two years ago we arranged with Kay Bearman, Assistant Curator, Twentieth Century Art at the Metropolitan to borrow their Ensor Le Rèpas des Maigres as a replacement in our galleries for our Ensor The Tribulations of St. Anthony which we are lending to the Art Institute of Chicago for their big Ensor show.

Would you please call the Met. to see when we can collect their Ensor. Ideally we'd like to have it in two weeks so that ours can go to conservation before we send it to Chicago.

Although we sent Ms. Bearman our loan forms, I'm asking Diane to see if they were ever returned. For your information, however, the show opens in Chicago October 30 and closes at the Guggenheim April 10, 1977. Therefore, we would expect to have our Ensor back by the end of April and could return the Metropolitan's to them in early May.

1004

Thanks
Charlotte

Ensor: Le Rèpas des Maigres.
45 1/2 x 57 1/2"
Oil on canvas.

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	MoMA Exhs.	1002.5

Le repas des maigres.
Oil on canvas. (ca. 1915)

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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: Metropolitan Museum of Art (via Metropolitan Museum of Art Jeep).
Collect ☐ from:
Deliver ☐ to:
Release ☐ to:

DATE September 14, 1976

on (date): September 20, 1976

at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

James Ensor: LE REPAS DE MAIGRES. (c. 1915), oil on canvas. 45 1/2 x 57 1/2".

45 1/2 x 57 1/2"
(115.6) x (146.1)

PURPOSE Loan to Museum Collection Exhibition while 1642.40 Ensor: THE TRIBULATIONS OF ST. ANTHONY is on loan to Art Institute of Chicago for Ensor exhibition which opens in Chicago on October 30 and closes at the Guggenheim April 10, 1977. This loan from the Metropolitan will then be here till May of 1977.

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 Registrar Signed Pamela Stein

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

2644

Exh. 1002

Eleanor

cc : Eloise
Beth

Cora

December 8, 1976

Additional works for the Main Lobby for tommrrow

Dear Eleanor:

Here are the works which Bill would like to have delivered to the Main Lobby tommorrow morning:

Klein: Anthropomorphy Princess Helena

Kelly: Colors for a Large Wall (Sixth Floor)

Richard Smith: newly acquired work

It will not be necessary to bring the Agnes Martin and the Frankenthaler which he mentioned to Eloise this afternoon late.

Thank you.

I think Bill wants to do this first thing so that it can be completed before 11:00.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh 1002

Eleanor

cc : Eloise
Beth

Cora

December 8, 1976

Dear Eleanor :

I just want to list the most urgent gallery changes in case there is time to do them on Monday:

Deliver Severini: The Armored Train to II, 10 (from drawings)

Deliver: Man Ray The Rope Dancer to III, 2
Remove: Duchamp: Network of Stoppages and take to Frame Shop

Morandi: Deliver Morandi Still Life (small one) to Dick Oldenburg's office

At some point soon the Duchamp Passage from Virgin to Bride has to be removed from III, 2 but I don't yet know what it's replacemtns are to be so it will have to wait beyond Monday.

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Exh 1002

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:
Deliver ☐ to:
Release ☐ to:

cc : Mary Lea Bandy
Eloise Ricciardelli ✓
Pam Stein
Judith Cousins
John Mincks
Beth Kalmykow

DATE December 7, 1976

on (date): Dec. 10 or week of Dec. 13

at (time):

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Dear Eleanor:

Here is the list of works which Kynaston will install on the Sixth Floor for the Swiss opening. If Bill can spare Mike and Robbie it will be done on this Friday, otherwise early next week.

Founders Room

Léger: Divers (not to be removed from the Main Lobby until the reinstallation is completed there)
Miró: Woman with Three Hairs...
Twombly: The Italians
(Kelly: Colors for a Large Wall - already installed in Founders Room)

Trustees Room

Picasso: Painter and Model (Janis)
Miró: Portrait of a Man in a Late Nineteenth Century Frame
Magritte: Souvenir de Voyage
Herbin: Composition on the word "Vie"
Balthus: Portrait of Derain (if returned from Wildenstein loan,
or Portrait of Joan Miró and his Daughter

Diebenkorn: Berkeley
Johns: Green Target (not to be removed until Main Lobby is redone)

Thanks.

PURPOSE

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 Painting and Sculpture Signed Cora Rosevear

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Exh. 1002

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: cc : Mary Lea Bandy
Collect ☐ from: Eloise Ricciardelli
Deliver ☐ to: Pam Stein
Release ☐ to: Judith Cousins
John Mincke
Beth Kalmrow

Eloise

DATE December 6, 1976
December 7, 1976
on (date): to be shheduled
Monday Dec. 13
at (time):

The following objects: (artist, medium, size) Value if needed for insurance or invoice

Agnes Martin - Pink - new one - Theirs

Dear Eleanor:

Dear Eleanor: Here is a summaryof the ghanges that Bill Rubin would like to have made in the Main Lobby. I attach a sketch showing the new locations

Further to yesterday's expect notice, Bill Rubin would also like to have the following paintings delivered when the Main Lobby is reinstalled:

Please Remove:

Rosenquist: Marilyn Monroe

Wesselmann: Smoker k 1 (Mouth 12) (with Cigarette)

Jensen: Clockwork in the Sky

Léger: Divers
Miró: Mural
Calder: Whale
(Calder) Photograph
(Man Ray) Photograph
Smith: Australia
Johns: Green Target

Please Deliver:

Held: The Big "N" 2nd Fl Slot
Motherwell: Open (Blue)
Frankenthaler: Mauve District 2nd Fl Slot
Avery: Sea Grasses and Blue Sea 5th Floor
Johns: Target with Four Faces
Noland: Turnsole
Lichtenstein: Girl Drowning

Thank you

Thank you.

Wesselmann - Cigarette
Johns - Target - out
Lewis - Jung 6 - out

PURPOSE **Gallery changes**

Monday - Large works first -
Check Close - Head - 2nd Floor

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 Painting and Sculpture **P&S** Signed Cora Rosevear **Cora Rosevear**

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Exh. 1002

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:

DATE December 6, 1976

Expect ☐ from: cc : Mary Lea Bandy
Collect ☐ from: Eloise Ricciardelli
Deliver ☐ to: Pam Stein
Release ☐ to: Judith Cousins
John Mincks
Beth Kalmykow

on (date): to be shheduled

at (time):

The following objects: (artist, medium, size) Value if needed for insurance or invoice

Agnes Martin - Pink - new one - Thurs. Am
Bertol

Dear Eleanor:

Here is a summaryof the ghanges that Bill Rubin would like to have made in the Main Lobby. I attach a sketch showing the new locations of each work.

Frankenthaler - Jacobs Ladder - Thursday Am

Please Remove:

Léger: Divers
Miró: Mural
Calder: Whale
(Calder) Photograph
Man Ray: The Rope Dancer. (hold for Third Floor)
(Man Ray) Photograph
Smith: Australia
Johns: Green Target

Please Deliver:

Held: The Big "N" 2nd FL Slot
Motherwell: Open (Blue) C
Frankenthaler: Mauve District 2nd FL Slot
Avery: Sea Grasses and Blue Sea 6th Floor
John 2652 Johns: Target with Four Faces P&S
Jerry 2686 Noland: Turnsole P&S (dolly)
Lichtenstein: Girl Drowning P&S Founders Rm

Thank you.

Wesselman - Cigarette
Johns - Target - out
Lam - Jung 6 - out

PURPOSE Gallery Changes

Monday - large works first -
Check Close - Head - 3rd Fl. Shortslot

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 Painting and Sculpture Signed Cora Rosevear

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	MoMA Exhs.	1002.5

Exh. 1002

Bill Lieberman

cc : Magdalena Dabrowski

Cora Rosevear

November 30, 1976

Drawings for Second and Third Floors

Dear Bill:

I am sorry to have to bother you again but Bill Rubin is very eager to reinstall the two Cézanne watercolors, Rocks and Chateau Noir and Foliage, in gallery 1 on the first floor. I hope to have the men soon and would very much like to make the Cézanne change.

I also would like to ask about two other drawings, the Demuth Stairs, Provincetown for reinstallation in II, 16 and the Severini Armored Train for II, 10 to replace a Balla which is going to Janis for four weeks.

Many thanks.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: Mary Lea Bandy ✓
Pam Stein
Judith Cousins
John Mincks
Beth Kalmykow

November 30, 1976

Dear Eleanor:

Here is a list of the installation changes which relate to the reinstallation of the large Pollock on the first floor:

III, 7	Please Remove:	Pollock: One (to Main Lobby) Still: Painting 1951 (to III, 8)
	Please Deliver:	Tomlin: Number 20 (from III, 8) Pollock: Echo Gottlieb: Descending Arrow
III, 8	Please Remove:	Tomlin: Number 20 (to III, 7)
	Please Deliver:	Still: Painting 1951 (from III, 7)

Gallery Changes

P&S

Cora Roosevar

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

Eleanor Belich and Pam Stein

Cora Rosevear

November 8, 1976

Dismantling of the East Wing
Nov. 10, 11, 12

cc: Pam Stein ✓
Fred Coxen
Bill Williams
Emil Cioc
Mary Lea Bandy
Pat Houlihan
Antoinette King
Beth Kalmykow
Gilbert Robinson
Mike Poppo

Dear Eleanor and Pam:

Thank you Pam so much for your very helpful memos concerning the dismantling of the East Wing. I shall try to summarize everything I can think of below:

If it is possible, Eleanor, I think it would be nice to leave the Garden end to the last so that the public can have the benefit of that area being installed when they go to the Garden Wing. Naturally you should do this only to the extent that it does not slow down your schedule.

Kelly: Brooklyn Bridge - to be handled with white gloves at all times

Close: Robert / 104,072 - to be put in its handling frame for storage

Merz: Untitled (A Real Sum is a Sum of People) - The same storage procedure as before should be followed. However, I want to revise the dismantling slightly (this will again be done by Mike and Robbie, not the Electricians). Because the wires which come out of the argon numbers are so fragile, we don't want to touch them at all. Therefore, to disassemble the piece, the thick black wire should be cut in three places: half-way down the left and right sides and behind the photograph in the center of the work where the board is seamed. These can more easily be spliced with when the work is reassembled. The paint surface over the seam should be cut crisply with a razor and the board removed from the wall as neatly as possible. I believe last time you taped the numbers to the board and removed the photographs. The heavy black wire should be kept with the transformer (all of it. I think Bill Bodden said he was running out of it). If the metal casing can be saved that would be good, but I recall last time it was bent beyond usefulness when it was removed. The vitrine should again be wrapped and stored safely.

Pam: Trudy would be grateful for your assistance in removing tape from back of work.

Gilbert and George: To Be With Art is all we Ask - This should be taken down by Trudy, with your men or Mike and Robbie. They will fold it on the floor and put it back in its box. Brown paper for floor,

continued...

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Dismantling of the East Wing continued

Becher: Anonymous Sculpture - I don't know if your men or the Operations' custodians dismantle this work, but it might best be done by Mike and Robbie who know all its tricks. Would it be possible for it to be stored flat? The photographs have a tendency to fall off the backing and when this happeaa they can get scratched and the corners damaged.

Weiner: In Relation to an Increase in Quantity Regardless of Quality... The letters need not be saved. New ones will be bought when the piece is installed again. Wall label and plexi should be given to me.

Lichtenstein: Entablature - white gloves

Oldenburg: Giant Soft Fan - Usual storage procedure. Please try not to drag the cotton parts along the dirty floor as it is hard to clean.

McCracken: The Absolutely Naked Fragrance - Pat and Henry devised some wedges to make the installation safer. Would you store these with the sculpture? Also if you will tell me what they are like I will put a note in the file.

Jess: Ex. 4 -- Trinity's Trine - Did this have a handling frame? If so, it should be put on for storage. The three wall labels should be removed very carefully and returned to me.

Foulkes: Postcard - tape on the back is lifting.

Hesse: Vinculum II - Pat will assist in taking this down and putting it in its box. Glasene

Schapiro: Untitled - Pat should unscrew the bolt which holds it to the wall. She will use a padded wrench so that the work doesn't get scratched. The bolt should be stored with the work. Then the men should carefully remove the plywood inset from the wall and this too should be stored with the sculpture.

Morris: Untitled (felt piece) - Pat should supervise the rolling of the work. Also the two small pieces of carpet which are used to pad the nails should be saved, as should be the board which supports the work. Could someone please first measure the distance between the two nails for me as I want to make a note for the files. Is there a tube to roll this around?

Dibbets: Dutch Mountain - Big Sea "A" and Drawing for the work - I think we saved the cardboards in which the panels are stored. One panel needs to go to Pat to have a plate from the back reattached.

Rockburne: Golden Section Painting: Parallelogram and Square Separated - I spoke to Dorothea about the dismantling and she has arranged for one of her assistants, Anthony Sansotta from the John Weber Gallery, to come and help us. He will be coming at 9:30 on Friday, November 12th, and Mike and Robbie should work with him. After the work is removed from the wall, the velcro must be very carefully removed from the wall and

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Rockburne continued
stored with the work. The sections must be labeled to coincide with the velcro on the back of the work. The following materials should be delivered to the floor: storage case, brown paper template, glasene, brown paper, white gloves, blunt knife, three ladders. It is important that the work not be bent. It will be wrapped in glasene. After it is in its box, the brown paper template should be put on top so that it is accessible when the work is installed next time.

When Eleanor has worked out her basic order of dismantling, perhaps she will speak to Fred and Cioc so that Mike and Robbie can be scheduled for the works on which they need to assist. Pat and Trudy could be warned.

As usual, all wall labels should be removed carefully and returned to me, including large introduction label at entrance to the gallery.

Thanks all,

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Exh. 1002

cc: Mary Lea Bandy
Eleanor Belich

Teri Varveris

Pam Stein

October 18, 1976

Dismantling of East Wing Collection Exhibition, November 15-16

Dear Teri:

The Museum Collection exhibition in the East Wing closes on November 14. I have just spoken with Mary Lea who said that the works would have to be out of the galleries by November 17. This means that the men would have to take the show down on Monday and Tuesday November 15 & 16, with the possibility of overtime on November 16.

In addition to the East Wing exhibition, the exhibition in the Sachs Gallery BETWEEN WORLD WARS (97 works, 104 items all together) comes down on Monday November 15. Of course with our men working on the East Wing exhibition it would be best if Peter Dworkin could take down the Sachs Gallery. If this is not the case Eleanor feels that it would be important to get a man from the outside. Al could work with Peter Dworkin in the Sachs Gallery and Pete could work with the new man until the Sachs Gallery is finished.

Please let me know what you think.

Thanks,

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Exh. 1002

Eleanor Belich

Cora Rosevear

August 19, 1976

cc: Mary Lea Bandy
Pam Stein
Fred Coxen
Bill Williams
BK
CR

Reinstallation of the East Wing - Delivery of the works of art

Dear Eleanor:

Here is the list of works of art to be delivered to the East Wing along with a sketch showing where most of them should be placed preliminarily. We hope that enough painting will be completed in the first few rooms that delvery can begin on Monday, August 23, and as you know delivery should begin in area 1 and proceed consecutively to area 8 as much as possible without complicating your procedure.

Area 1

Sam Francis: Towards Disappearance II
Morris: Untitled (felt piece)
Dibbets: Dutch Mountain - Big Sea "A" and Drawing for the Work
Rockburne: Golden Section Painting: Parallelogram and Square Separated (already deliverd)
Cane: Painting
Huot: Comrie
Kelly: Brooklyn Bridge, VII

Area 2

Twombly: The Italians
Schapiro: Untitled (House on a Shelf) (and bolt)

Area 3

Flack: Leonardo's Lady
Close: Robert/104,072
Goings: Sherwin Williams Chevy
Merz: Untitled (A Real Sum is a Sum of People)

Area 4

Gilbert and George: To be With Art is All We Ask
Becher: Anonymous Sculpture

Area 5

Weiner: (no delivery)
Lichtenstein: Entablature
Johns: Flag

CONT.

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Reinstallation of the East Wing - Delivery of the works of art

Area 5 (cont.)

Oldenburg: Giant Soft Fan
Rosenquist: Marilyn Monroe, I

Area 6

Warhol: Gold Marilyn Monroe
Price: Blind Sea Turtle Cup
Foulkes: Postcard
Jess: Ex. 4 -- Trinity's Trine

Area 7

Dine: Five Feet of Colorful Tools
Diebenkorn: Berkeley, No. 46
Pearlstein: Two Female Models in the Studio

?? Rauschenberg - I'll let you know about this at the last minute because of a complication with early collection for an outgoing loan

Area 8

Martin: Untitled No. 5
Ryman: Twin
Hesse: Vinculum

To be delivered and stored on trucks:

Klein: Blue Monochrome
Klein: Anthropometry: Brincess Hélena
Mangold: 1/2 W Series
Arakawa: Back and Forth of Time...
Boice: Untitled
Benglis: Victor
McCracken: The Absolutely Naked Fragrance

MANY THANKS

Cora

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Reinstallation of the East Wing -
Preliminary plan for delivery of works of art

8/19/76

East Wing

↑East

55 St

Oldenburg, Fra

Judas; Flag

Rosenquist

Warhol

Dine

Lichtenstein
Entablature

Rauschenberg

Johns

Oldenburg

Segal

Stella

Kelly

Smith

Nevelson

Noguchi

Lipton

Hepworth

Moore

Calder

Pereira

Albers

Gabo

Pevsner

Gris

Leger

Picasso

Matisse

Miro

Kandinsky

Mondrian

Klee

Arp

Ernst

Tanguy

Dali

Magritte

Delvaux

Ernst

Masson

Giacometti

Lam

Wilfredo

Gorky

Pollock

Motherwell

Baziotes

Tomlin

Hofmann

Rothko

Newman

Still

Reinhardt

Diebenkorn

Frankenthaler

Louis

Noland

Olitski

Stella

Kelly

Poons

Mangold

Ryman

Twombly

Rauschenberg

Johns

Lichtenstein

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	MoMA Exhs.	1002.5

Exh. 1002

Mary Lea Bandy

Cora Rosevear

August 6, 1976

cc: Eleanor Belich
Pam Stein
Fred Coxen
Jean Volkmer
Pat Houlihan
Antoinette King

Reinstallation of the East Wing

Tentative Revised Selection as of August 6:

- Rockburne: Golden Section Painting
- Morris: Felt Piece
- Lichtenstein: Entablature
- Francis: Towards Disappearance II
- Eva Hesse: Vinculum II
- Martin: Untitled Number 5
- Close: Robert 104,072
- Flack: Leonardo's Lady
- Goings: Sherwin Williams Chevy
- Gilbert and George: To Be With Art is All We Ask
- Dibbets: Dutch Mountain
- Johns: Flag
- Ryman: Twin
- Oldenburg: Fan
- Warhol: Gold Marilyn Monroe
- Rosenquist: Marilyn Monroe
- McCracken: The Absolutely Naked Fragrance
- Jess: Trinity's Trine

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Tentative Revised Selection cont.

Price: Blind Sea Turtle

Foulkes: Postcard

Rauschenberg: First Landing Jump

Diebenkorn: Berkeley No. 46

Pearlstein: Two Female Models in a Studio

Twombly: The Italians

Huot: Comrie

Benglis: Victor

Schapiro: Untitled

Kelly: Brooklyn Bridge

~~Cane: 75-B-22~~

Merz: A Real Sum...

Dine: Five Feet of Colorful Tools

Klein: Anthropometry: Princess Helena

Weiner: In Relation to an Increase....

Becher: Anonymous Sculpture

Alternatives (About 6 of these will be delivered to the floor:)

Wells: AAYH 74

Judd: Untitled (small single stack)

Stella: The Marriage of Reason and Squalor

Sandback: Untitled

Mangold: 1/2 W Series

Boice: Untitled

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

Ron Davis: Ring

Klein: Blue Monochrome

Andre: Lead Piece

Pavlos: Hanging Coat

Olitski: Jehovah Cover 2

Kosuth: One and Three Chairs

(tentative - not for distribution)

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Collection: MoMA Exhs.

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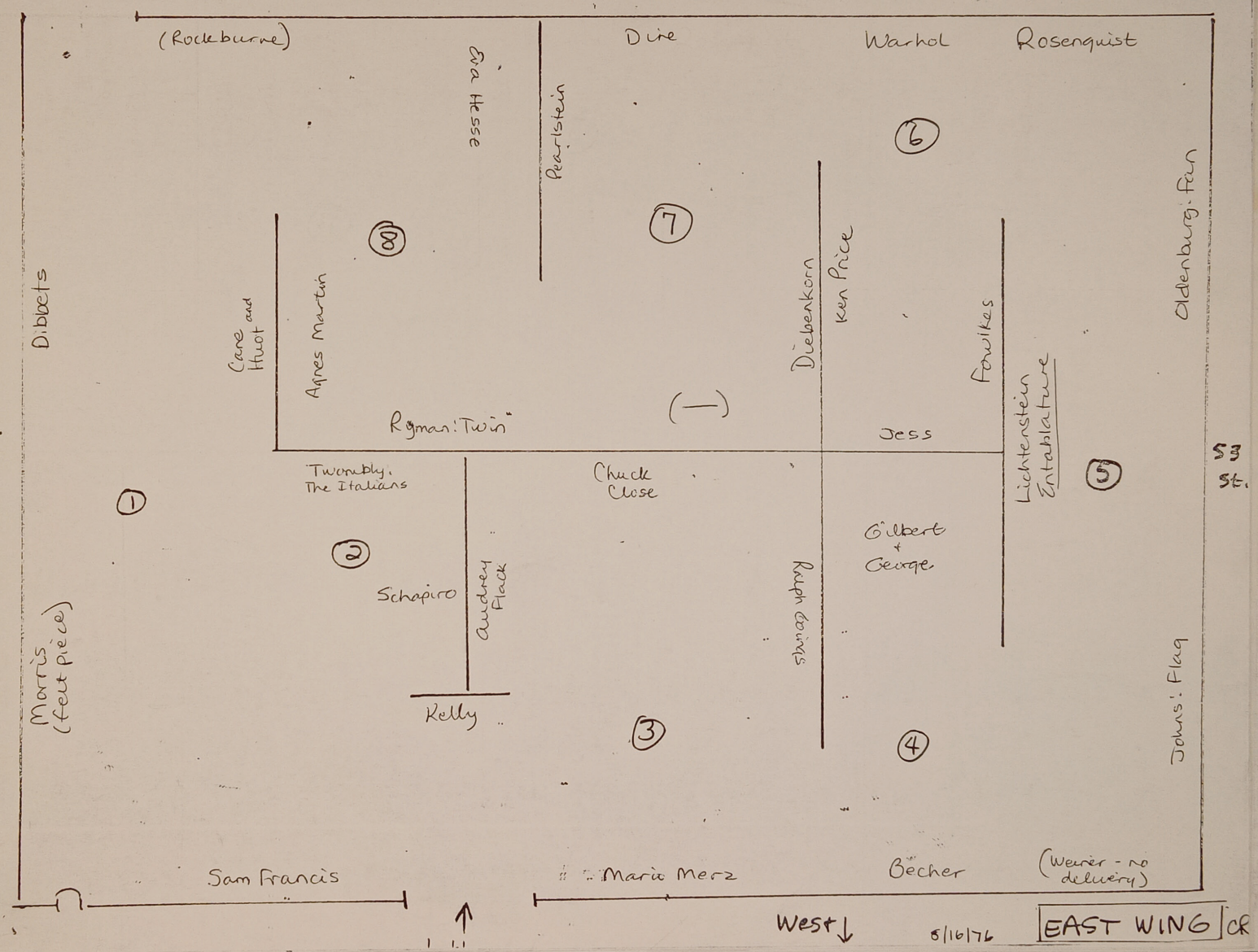
8/19/76 to Gdn. Wing

↑East

Reinstallation of the East Wing -
Preliminary plan for delivery of works of art



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To be deliverdd and stored on trucks:

Klein: Blue Monochrome
Klein: Anthropometry: Princess Helena
Mangold: 1/2 W Series
Arakawa: Back and Forth of Time...
Boice: Untitled
Benglis: Victor

After I see how these works look I'll let you know if/which others are needed.

Many thanks.

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Exh. 1002

Confidential

The Museum of Modern Art

cc: Mary Lea Bandy
Eleanor Belich
Diane Jablon

Cora Rosevear

Pam Stein

August 3, 1976

Installation of Sam Francis: Towards Disappearance

Dear Cora:

It doesn't look like Diane and I can arrange a good day for Lebron to work on the Sam Francis painting and pick up the Morris Louis. This being the case it is up to you to decide which day we have the Francis stretched. However, since the work has been rolled since March and is heavily painted you might want Jean to examine it in case she has to work on it. (I think this will have to be done on the floor).

Rockburne: Golden Section Painting
Morris: Felt Piece
Lichtenstein: Entablabure (new one, 16' long)
Francis: (new one) Towards Disappearance II
Eva Hesse: Vinculum II
Martin: (new one)
Close: Robert 104, 072
Flack: Leonardo's Lady
Goings: Sherwin Williams Chevy
Gilbert and George: To Be With Art is All We Ask
Wells: AAYH 74
Dibbets: Dutch Mountain
Andre: Lead Piece
Johns: Flag
Ryman: Twin
Judd: Untitled (small single stack) or (large purple)
Oldenburg: Fan
Warhol: Gold Marilyn Monroe
Rosenquist: Marilyn Monroe
McCracken: Absolutely Naked Fragrance
Jess: Trinity's Trine
Price: Sea Turtle
Fowlkes: Postcard
Rauschenberg: First Landing Jump
Diebenkorn: Berkeley No. 46
Pearlstein: Two Female Models in a Studio
Rivers: Washington Crossing the Delaware
Stella: The Marriage of Reason and Squalor
Twombly: The Italians
Huot: Comrie
Truitt: Catawaba
Benglis: Victor
Schapiro: Untitled
Kelly: Brooklyn Bridge

(tentative - not for distribution)

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CHECK ON CANE, FRANCIS

Confidential

Masson comes down Wed. August 18th

23

Aug. 24 - 26 delivery to floor

Monday Aug 23 Masson packing

The Museum of Modern Art

To Eleanor Belich

From Cora Rosevear CR

Pam

Date July 16, 1976

Re Reinstallation of the East Wing

Will Mike + Robbie be available? yes

Dear Eleanor:

Here is a preliminary list of works which will probably be included in the reinstallation of the collection in the East Wing:

Rockburne: Golden Section Painting - artist to spend two days
Morris: Felt Piece on mezz.
Lichtenstein: Entablabure (new one, 16' long) to come in August 23 or 24
Francis: (new one) Towards Disappearance II Must be restretched S.C.
Eva Hesse: Vinculum II mezz. to be remeasured after installation
Martin: (new one)
Close: Robert 104, 072 - 3rd floor slot Jean to check when delivered
Flack: Leonardo's Lady
Goings: Sherwin Williams Chevy
Gilbert and George: To Be With Art is All We Ask
Wells: AAYH 74 - study center
Dibbets: Dutch Mountain
Andre: Lead Piece - sculpture storeroom takes a half day
Johns: Flag - ~~to be checked by A. King possible conservation?~~
Ryman: Twin fixture?
* Judd: Untitled (small single stack) or (large purple) - sculpture storeroom
? Oldenburg: Fan
Warhol: Gold Marilyn Monroe
Rosenquist: Marilyn Monroe
McCracken: Absolutely Naked Fragrance
Jess: Trinity's Trine
Price: Sea Turtle ? - when will be returned to Condes?
Fowlkes: Postcard
Rauschenberg: First Landing Jump - Main lobby
Diebenkorn: Berkeley No. 46
Pearlstein: Two Female Models in a Studio
? Rivers: Washington Crossing the Delaware C?
Stella: The Marriage of Reason and Squalor - slot
Twombly: The Italians
Huot: Comrie
Truitt: Catawaba
Benglis: Victor - mezz - number must be put on sculpture
* Schapiro: Untitled - study center
Kelly: Brooklyn Bridge

Sandback - Rolled to be checked?
Cane - sculpture storeroom
?Dill
Weiner ?
Merz
Kosuth
Becher ? ? ? ?

Schapiro must be screwed to wall

(tentative - not for distribution)

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East Wing

4 days for painting + taping

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The Museum of Modern Art

charge # for East Wing 2122

Title Reinstal E.W. (entire gallery) Sept. 3 - Nov. 14

Acct.# _____

NEW YORK INSTALLATION

Planning and other initial deadlines:
Mounting/framing specifications due _____
works to be delivered to frame shop _____
Pedestal/vitrine specifications due _____
construction begins in carpenter shop _____

Floor plan showing new wall construction due _____
Electrical specifications due _____
Painting specifications due _____

out by 11-17

	Aug 18	19	20	SAT 21	SUN 22	23	24	25	26	27	SAT 28	SUN 29	1 30	2 31	3 1	4 2	FRI 3					
Dismantling of previous exhibition	X						Mike + Robbie	X														
Demolition of walls etc. not required	X P.M.							X														
Clean-up and removal of rubble	X P.M.							X														
Construction in Gallery N/A								X														
Taping and painting		X	X			X	X															
Electrical		X	X																			
Framing, pedestals & vitrines completed							X															
Delivery of works to floor							X AM + cont															
Special security coverage							?															
Installation Layout Cutted							X P.M. X	X X	X	X		X	X	X	X	X	X					
Final lamping																	X					
Cleaning																	X					
Opening																		X				

Special notes:

August 25 - Painting finished
Works to floor August 24 & August 25
(also works for Masson-packing
Natural Paradise)

Issued by _____ 7/23/76

Date _____

2nd Floor Slot:

Frankenthaler: Mauve District

Photography Dept:

(10) Strand photos

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

To All Concerned

From Eleanor Belich

Date Thursday, May 6, 1976

Re East Wing (works to various storage areas)

Painting and Sculpture Study Center: (17)

Kelly: Colors for a Large Wall (2 panels)
Merz: Untitled (neon)
Rosenquist: Marilyn Monroe
Noland: Turnsole
Rauschenberg: First Landing Jump
Johns: Flag
Oldenburg: Red Tights with Fragment
Twombly: The Italians
Ryman: Twins
Arakawa: Back and Forth...
Martin: The Tree
Lichtenstein: Drowning Girl
Boice: Untitled
van Elk: The Adieu III
Oldenburg: Empire "Popa" Ray Gun
Warhol: Gold M.M.
Dine: Five Feet of Colorful Tools

Sculpture Storage:

Saret: Untitled (chicken wire)
Tucker: Untitled (dbl cross)
Windsor: Bound Square
Christo: Package on Wheelbarrow

Mezz:

Mogensen: Untitled (wrap and repack in cardboard boxes)
Judd: Untitled (Pam S. to check, measure, weigh - then to Sculpture Storeroom)
Flavin: Untitled

2nd Floor Slot:

Frankenthaler: Mauve District

Photography Dept:

(10) Strand photos

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The Museum of Modern Art

To Cora Rosevear, Kynaston McShine, Richard Palmer, Teri Varveris, Carl Laanes, Richard Tooke, Fred Coxen

From Mary Lea Bandy

Date July 26, 1976

Re Reinstallation of East Wing

Attached is the schedule for reinstalling works in the P&S Collection in the East Wing. The works will be on view from September 3 through November 14.

Cora is having several paintings shifted from the Lobby to the East Wing, and Kynaston will revise the Lobby installtion accordingly.

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Museum of Modern Art

Title REINSTALLATION OF EAST WING GALLERY Acct.# 2122

NEW YORK INSTALLATION

Planning and other initial deadlines:

Mounting/framing specifications due _____
works to be delivered to frame shop _____
Pedestal/vitrine specifications due _____
construction begins in carpenter shop _____

Floor plan showing new wall construction due _____
Electrical specifications due _____
Painting specifications due _____

	Aug 18	19	20	Sat Sun 21	22	23	24	25	26	27	Sat Sun 28	29	30	31	Sept 1	2	Fri 3
Dismantling of previous exhibition	X a.m.																
Demolition of walls etc. not required	X p.m.																
Clean-up and removal of rubble	X p.m.																
Construction in Gallery (n/a)																	
2 spurs		X															
Taping and painting	X p.m.	X	X			X	X										
Electrical		X	X														
Framing, pedestals & vitrines completed							X										
Delivery of works to floor							X?	Xa.m. and cont.									
Special security coverage							?										
Installation layout							X	X (Rockburne)									
~~custodians~~						X	X	X	X	X			X	X	X	X	X
Final lamping																X	
Cleaning																X	
Opening																	X

Special notes:

Installation problems: Merz
Rockburne (2 days)
Hesse
Andre

Gilbert & George
Sam Francis (restretch)

Lichtenstein: bring in

Do Lobby at same time: shift several paintings to East Wing (Johns, Warhol, Rosenquist)

NF 472

Issued by Mary Lea Bandy

Date 7/23/76

6½ cubic feet										
WARDROBE CARTON										
CRIB MATTRESS CARTON										
Mattress Carton (Not exceeding 54" x 75")										
Mattress Carton (Exceeding 54" x 75")										
MATTRESS COVER (Plastic or paper)										
CRATES AND CONTAINERS										
CRATES AND CONTAINERS (Minimum Chg.)										

CKING

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Exh. 1002

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
(For Transportation Services Performed on an HOURLY BASIS)

006785

HAHN BROS. FIREPROOF WAREHOUSES, Inc.
79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

PICK UP AFTER 9:30 AM
MUST BE DELIVERED BET
10 AM & 1 PM

DATE MON. JULY 26, 1976

Certificate No. 415

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below: It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of MOdern Art ORD. 5953 (Pam Stein)
ADDRESS: 20 W. 54th St.
CITY: NYC STATE PHONE
FLOOR ROOM ELEV. WALKUP

CONSIGNEE: Sidney Janis Gallery=
ADDRESS: 6 West 57th St.
CITY: NYC STATE PHONE
FLOOR ROOM ELEV. WALKUP

Pick Up Date Time | Delivery Date Time

TIME RECORD
Start 9:40AM AM/PM Customer Initials
Finish AM/PM Customer Initials

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

REMARKS
(Packing data — Instructions on job — or other information)
1 work by Mondrian PIER & OCEAN framed w/glass
(wrapped Cy)

☐ Check if Summary of Information for Shippers of Household Goods given.

CONTINUING ACCOUNT

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING
$ THIRTY CENTS PER LB. PER ARTICLE AS PER LETTER IN FILE
(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME: 1 Van(s) 2 Men Hours at $ 33 per hr.	
OVERTIME SERVICES: Van(s) Men Hours at $ per hr.	
Travel Time Hours at $ per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling per @	
Transit Storage: From To @	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINER	CONTAINERS ☐ Loan ☐ Supply			PACKING			UNPACKING		
	Number	Per Each	Extension	Number	Per Each	Extension	Number	Per Each	Extension
			$			$			$
BARREL, dish-pack, drum, etcetera									
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1½ cubic feet									
1½ cubic feet									
3 cubic feet									
4½ cubic feet									
6 cubic feet									
6½ cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									

TOTAL CONTAINERS PACKING AND UNPACKING

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

Exh. 1002

HAHN BROS. FIREPROOF WAREHOUSES, Inc.
79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

006785

PICK UP AFTER 9:30 AM
MUST BE DELIVERED BET
10 AM & 1 PM

Certificate No. 415 DATE MON. JULY 26, 1976

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of MOdern Art ORD. 5953 (Pam Stein) CONSIGNEE Sidney Janis Gallery=

ADDRESS: 20 W. 54th St. ADDRESS: 6 West 57th St.

CITY: NYC STATE PHONE CITY: NYC STATE PHONE

FLOOR ROOM ELEV. WALKUP FLOOR ROOM ELEV. WALKUP

Pick Up Date Time | Delivery Date Time

TIME RECORD
Start 9:40 AM PM Customer Initials
Finish AM PM Customer Initials

REMARKS
(Packing data — Instructions on job — or other information)
1 work by Mondrian PIER & OCEAN framed w/glass
wrapped cy

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

☐ Check if Summary of Information for Shippers of Household Goods given.

CONTINUING ACCOUNT

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING $ THIRTY CENTS PER LB. PER ARTICLE AS PER LETTER IN FILE (TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME: 1 Van(s) 2 Men Hours at $ 33 per hr.	
OVERTIME SERVICES: Van(s) Men Hours at $ per hr.	
Travel Time Hours at $ per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling per @	
Transit Storage: From To @	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINER	CONTAINERS ☐ Loan ☐ Supply Number	Per Each	Extension	PACKING Number	Per Each	Extension	UNPACKING Number	Per Each	Extension
BARREL, dish-pack, drum, etcetera			$			$			$
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1½ cubic feet									
1½ cubic feet									
3 cubic feet									
4½ cubic feet									
6 cubic feet									
6½ cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									
	TOTAL		$	TOTAL		$	TOTAL		$

TOTAL CONTAINERS PACKING AND UNPACKING $

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:

BILL: MUSEUM OF MOD. ART ORD. 5953

NAME

ADDRESS

CITY & STATE

ATTENTION OF

TOTAL CHARGES Charge ☐ Prepaid ☐ C.O.D. ☐

TOTAL PROBABLE COST CHARGES $

Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)

BALANCE DUE (15 Working Days, Credit Extended if Req.)

Prepayment Collected By

BALANCE DUE

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.

X

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions

Signed CARRIER OR AUTHORIZED AGENT

Rec'd for Storage (Warehouse) Consignee

By (Warehouseman's Signature) Date Per

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

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

Form 252C

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

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 poperty herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not shauch 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 b ythe shipper and receipted for by the carrier or its agent.

(c) Except in case 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 obstructions, 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 poperty 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 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 degulations in effect at such place.

CLAIMS PROCEEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise then 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 port 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 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 or parts 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 aviod the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, 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, or 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 to 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 owne, 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 cannot 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 same 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 newspaperis 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 hereunder 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 due 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 unloding 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 speciafically 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 agent shipping such goods shall be liable for and indemnify 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 occuring 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, 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 b ythe shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legaliy 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 no 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, and, in the case of a shipment or diverted to a point other than that specified in the orginal bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

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

Sec. 9 Any alternation, 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 thereby, 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

DS-30

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

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

№ 8073

REGISTRAR'S RECORD

I have authorized release

to Hahn Brothers ,

on July 26, 1976 , of the material itemized below:

Museum number	Artist or maker	Description
76.205	Piet Mondrian:	PIER AND OCEAN. 1914. Charcoal and india ink.

Remarks: Replacement loan to Exh. 1002. Replaced Mondrian 34.42 on loan to Exh. CUBISM AND ITS AFFINITIES.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

7-21-76
(date signed)

Registrar Teri Varveris

Exh. 1002

June 25, 1976

FFINITES has closed.
AN. I would appreciate
arding the return of the

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

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

№ 8073

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	MoMA Exhs.	1002.5

Exh. 1002

June 25, 1976

Ms. Daryl Harnish
Sidney Janis Gallery
6 West 57th Street
New York, New York 10019

Dear Ms. Harnish:

As you know the museum's exhibition CUBISM AND ITS AFFINITES has closed. We would like to return to you Mondrian: PIER AND OCEAN. I would appreciate it if you would contact me at your earliest convinience regarding the return of the Mondrian.

Thanks very much,

Pamela Stein
Assistant to the Registrar

cc: Charlotte Kantz

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	MoMA Exhs.	1002.5

Cora Rosevear cc: Pam Stein

Charlotte Kantz

June 25, 1976

Return of Mondrian Pier and Ocean to Janis

Dear Cora:

Janis had already closed for the summer when Pam tried to return the Mondrian to the Gallery. (Unfortunately, although Janis usually has someone at the gallery during the summer, when the trucker arrived with the work there was no one. We have the work on the Mezz and Pam is trying to contact Janis to arrange for delivery.)

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

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

№ 8039

PASS

Memorandum to the Department of Security:

Please pass Hahn Brothers,

on June 23, 1976 (date), with the material itemized below only:

Museum number	Artist or maker	Description
76.205	Piet Mondrian:	PIER AND OCEAN. 1914. Charcoal and india ink.

Note: Work could not be delivered & was returned to MoMA, N

Remarks: Replacement loan to Exh. 1002. Replaced Mondrian 34.42 on loan to exh. CUBISM AND ITS AFFINITES.

The Department of Painting & Sculpture has been notified.

This pass is valid only when presented at the proper exit by the bearer named above on the date(s) shown above, signed by the Registrar and countersigned by the Security Agent on duty.

6-21-76
(date signed)

Teri Varveris
Registrar Teri Varveris

To the Registrar:
The bearer named above left the Museum with the items listed at 10:20 AM o'clock 6-23-76 (date)

Francko
Security Agent

MF340

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Received of
The Museum of Modern Art
11 West 53 Street, New York, N.Y. 10019

№ 8039

RECEIPT

in good condition unless otherwise noted

by Hahn Brothers ,

on June 23, 1976 , the material itemized below:

Museum number	Artist or maker	Description
76.205	Piet Mondrian:	PIER AND OCEAN. 1914. Charcoal and india ink.

Remarks: Replacement loan to Exh. 1002. Replaced Mondrian 34.42 on loan to exh. CUBISM AND ITS AFFINITES.

The Department of Painting & Sculpture has been notified.

6-21-76
(date signed)

Teri Varveris
Registrar Teri Varveris

(date signed)

Recipient (the person named above or his authorized agent.)

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

HAHN BROS. FIREPROOF WAREHOUSES, Inc. 006649

79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

Certificate No. 415 DATE Wed. June 23, 1976

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below: It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Mus. of Mod. Art ORD. # 5926 CONSIGNEE Sidney Janis Gallery

ADDRESS: 20 W. 54th St. ADDRESS: 6 W. 57th St.

CITY: NYC STATE PHONE CITY: NYC STATE PHONE

FLOOR ROOM ELEV. WALKUP FLOOR ROOM ELEV. WALKUP

Pick Up Date Time | Delivery Date Time

TIME RECORD
Start 10:15 AM/PM EB Customer Initials
Finish AM/PM Customer Initials

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

REMARKS
(Packing data — Instructions on job — or other information)

1 painting by Mondrian PIER & OCEAN

☐ Check if Summary of Information for Shippers of Household Goods given.

CONTINUING ACCOUNT

VALUATION — HOURLY BASIS

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THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

$ THIRTY CENTS PER LB. PER ARTICLE AS PER LETTER ON FILE (THIS CAN BE COMPLETED BY SHIPPER SIGNING BELOW).

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Eleanor Belnick
SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME: 1 Van(s) 2 Men Hours at $ 33 per hr.	
OVERTIME SERVICES: Van(s) Men Hours at $ per hr.	
Travel Time 3/4 Hours at $ 33 per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling per @	
Transit Storage: From To @	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINER	CONTAINERS ☐ Loan ☐ Supply Number	Per Each	Extension	PACKING Number	Per Each	Extension	UNPACKING Number	Per Each	Extension
BARREL, dish-pack, drum, etcetera			$			$			$
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1½ cubic feet									
1½ cubic feet									
3 cubic feet									
4½ cubic feet									
6 cubic feet									
6½ cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									
	TOTAL		$	TOTAL		$	TOTAL		$

TOTAL CONTAINERS PACKING AND UNPACKING $

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:

BILL: MOMA ORD. # 5926
NAME
ADDRESS
CITY & STATE
ATTENTION OF

TOTAL CHARGES Charge ☐ Prepaid ☐ C.O.D. ☐
TOTAL PROBABLE COST CHARGES $
Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)
BALANCE DUE (15 Working Days, Credit Extended if Req.)
Prepayment Collected By
BALANCE DUE →→→→→→→→→→→→

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed Robert Hahn
CARRIER OR AUTHORIZED AGENT

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage (Warehouse) Consignee
By (Warehouseman's Signature) Date Per

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

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

Form 252C

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(c) Except in case 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 obstructions, 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 poperty 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 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 degulations in effect at such place.

CLAIMS PROCEEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise then 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 port 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 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 or parts 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.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, 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, or 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 to 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 owne, 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 cannot 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 same 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 newspapperis 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 hereunder 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 due 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 unloding 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 speciafically 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 agent shipping such goods shall be liable for and indemnify 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 occuring 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, 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 b ythe shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legaliy 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 no 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, and, in the case of a shipment or diverted to a point other than that specified in the orginal bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

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

Sec. 9 Any alternation, 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 thereby, 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

DS-30

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

TRANSPORTATION ORDER

The Museum of Modern Art

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

5926

Date June 18, 1976

Memorandum to Receiving and Shipping Room:

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.

Hahn Brothers

79-89 7th Avenue

New York, N.Y. 10011

Date Received or Shipped

On Wednesday June 23 please pick up and deliever the following:
FROM: M.O.M.A. mezz, 20 West 54th Street
76.205 Mondrian: PIER AND OCEAN. Charcoal and india ink, 20 3/4 x 26".
TO: Sidney Janis Gallery, 6 West 57th Street, N.Y.

Attempted delivery to Gallery - was rtn'd to Mezz same day 6/23/76 EB

Purpose Returning replacement loan from CUBISM AND ITS AFFINITIES.
On loan to MOMA collection exhibition.

Ordered by

Teri Varveris, Associate Registrar

ADDRESS

CITY & STATE

ATTENTION OF

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions

Signed

CARRIER OR AUTHORIZED AGENT

Prepayment Collected By

BALANCE DUE

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.

X

Rec'd for Storage (Warehouse) Consignee

By Date Per

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

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

№ 8039

REGISTRAR'S RECORD

I have authorized release

to Hahn Brothers ,

on June 23, 1976 , of the material itemized below:

Museum number	Artist or maker	Description
76.205	Piet Mondrian:	PIER AND OCEAN. 1914. Charcoal and india ink.

Remarks: Replacement loan to Exh. 1002. Replaced Mondrian 34.42 on loan to exh. CUBISM AND ITS AFFINITES.

The Department of Painting & Sculpture has been notified of this release and must be informed at once if it is voided.

6-21-76
(date signed)

Registrar Teri Varveris

Exh. 1002

c: Cora Rosevear
Charlotte Kantz
Pam Stein
Circ.

une 15, 1976

our Mondrian Pier and
while our own work was
s, your Mondrian was on

return of the Mondrian

incerely,

ora Rosevear
ssistant Curator

Its Affinities," per
Charlotte's February 13 memo to Pam Stein.

ADDRESS
CITY & STATE
ATTENTION OF

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed
CARRIER OR AUTHORIZED AGENT

Prepayment Collected By
BALANCE DUE

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage (Warehouse) Consignee
By Date Per

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: Cora Rosevear
Charlotte Kantz
Pam Stein
Circ.

June 15, 1976

Mr. Sidney Janis
Sidney Janis Gallery
6 West 57th Street
New York, N.Y. 10019

Dear Mr. Janis:

We very much appreciate your lending us your Mondrian Pier and Ocean for installation in our Mondrian gallery while our own work was in use in a cubism exhibition. For your records, your Mondrian was on view from February 2 through June 11, 1976.

Our Registrar will contact you about the return of the Mondrian in the next few days.

With renewed thanks,

Sincerely,

Cora Rosevear
Assistant Curator

Note to Registrar:

Delivery should be charged to "Cubism and Its Affinities," per Charlotte's February 13 memo to Pam Stein.

ADDRESS
CITY & STATE
ATTENTION OF

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed _____ CARRIER OR AUTHORIZED AGENT

Prepayment Collected By
BALANCE DUE

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage _____ (Warehouse) Consignee _____
By _____ Date _____ Per _____

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

PS
Exh. 1002

TRANSPORTATION ORDER

The Museum of Modern Art

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

6009

Date February 11, 1976

Memorandum to Receiving and Shipping Room:

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.

Hahn Brothers
79-89 7th Avenue
New York, New York 10011

Date Received or Shipped

On Friday February 13, 1976 please pick up from: Sidney Janis Gallery
6 West 57th Street
Att: Mrs. Deutschman

The following: Piet Mondrian: Pier and Ocean. (c. 20 x 40")

Please deliever to: M.O.M.A. mezz., 20 West 54th Street, Att: Eleanor Belich.

thank you.

Rec'd 2/13/76
EB

Purpose Replacement loan Mondrian: Pier and Ocean, 1914. (34.42) for
which is on loan to our exhibition CUBISM AND ITS AFFINITIES.
Ordered by

Teri Varveris, Associate Registrar

CRATES AND CONTAINERS (Minimum Chg.)									
TOTAL	$	TOTAL	$	TOTAL	$	TOTAL	$	$	

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:

BILL: Museum of Modern Art
NAME
ORD. 6009
ADDRESS
CITY & STATE
ATTENTION OF

TOTAL CHARGES Charge ☐ Prepaid ☐ C.O.D. ☐

TOTAL PROBABLE COST CHARGES $

Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)

BALANCE DUE (15 Working Days, Credit Extended if Req.)

Prepayment Collected By

BALANCE DUE

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed
CARRIER OR AUTHORIZED AGENT

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage (Warehouse) Consignee
By Date

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

PS 007279

HAHN BROS. FIREPROOF WAREHOUSES, Inc.
79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

PU & DEL. BET. 10AM & ~~1~~xRM 4:30 P.M.

Certificate No. 415

DATE FRID. FEB. 13, 1976

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below: It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of Modern Art ORD. 6009	CONSIGNEE Museum of Modern Art
FROM: Janis Gallery	Mezzanine
ADDRESS: 6 W. 57th St.	ADDRESS: 20 W. 54th St.
CITY: NYC STATE PHONE	CITY: NYC STATE PHONE
FLOOR ROOM ELEV. WALKUP	FLOOR ROOM ELEV. WALKUP
Pick Up Date Time	Delivery Date Time

TIME RECORD
Start 11 00 AM/PM — Customer Initials
Finish 11-30 AM/PM — Customer Initials

REMARKS
(Packing data — Instructions on job — or other information)
1 painting by Mondrian PIER & OCEAN
(TAKE GLASSINE TO WRAP) PBO. CU

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

☐ Check if Summary of Information for Shippers of Household Goods given.

~~CONTINUING ACCOUNT~~

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

$ ~~THIRTY CENTS PER LB. PER ARTICLE~~ AS PER LETTER IN FILE
(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

X Janis Gallery
SHIPPER DATE

TRANSPORTATION SERVICES — HOURLY BASIS	CHARGE
STRAIGHT TIME: 1 Van(s) 2 Men ____ Hours at $ 33 per hr.	
OVERTIME SERVICES: ____ Van(s) ____ Men ____ Hours at $ ____ per hr.	
Travel Time 3/4 Hours at $ 33 per hr.	
Valuation (Additional Liability) Charge 50¢ per $100 of declared value	
Other Charges	
Warehouse Handling ____ per ____ @ ____	
Transit Storage: From ____ To ____ @ ____	
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value	

CONTAINERS ☐ Loan ☐ Supply

CONTAINER	PACKING Number	PACKING Per Each	PACKING Extension	UNPACKING Number	UNPACKING Per Each	UNPACKING Extension
BARREL, dish-pack, drum, etcetera			$			$
BOXES, not over 5 cubic feet						
over 5 not over 8 cubic feet						
CARTONS: Less than 1½ cubic feet						
1½ cubic feet						
3 cubic feet						
4½ cubic feet						
6 cubic feet						
6½ cubic feet						
WARDROBE CARTON						
CRIB MATTRESS CARTON						
Mattress Carton (Not exceeding 54" x 75")						
Mattress Carton (Exceeding 54" x 75")						
MATTRESS COVER (Plastic or paper)						
CRATES AND CONTAINERS						
CRATES AND CONTAINERS (Minimum Chg.)						
TOTAL			$			$

TOTAL PACKING AND UNPACKING $

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL:

BILL: Museum of Modern Art
NAME ORD. 6009
ADDRESS
CITY & STATE
ATTENTION OF

TOTAL CHARGES Charge ☐ Prepaid ☐ C.O.D. ☐
TOTAL PROBABLE COST CHARGES $
Maximum Amount Required To Be Paid on Delivery (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)
BALANCE DUE (15 Working Days, Credit Extended if Req.)
Prepayment Collected By
BALANCE DUE

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed Kal Hafen
CARRIER OR AUTHORIZED AGENT

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.
X
Rec'd for Storage ____ (Warehouse) Consignee ____
By ____ (Warehouseman's Signature) Date ____ Per ____

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

BILL OF LADING
(Give to Customer Before Start of Job)

Form 252C

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CONTRACT TERMS AND CONDITIONS

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

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession(no carrier or party in possession of all or any of the poperty herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not shauch 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 b ythe shipper and receipted for by the carrier or its agent.

(c) Except in case 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 obstructions, 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 poperty 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 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 degulations in effect at such place.

CLAIMS PROCEEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise then 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 port 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 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 or parts 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 aviod the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, 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, or 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 to 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 owne, 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 cannot 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 same 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 newspaperis 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 hereunder 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 due 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 unloding 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 speciafically 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 agent shipping such goods shall be liable for and indemnify 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 occuring 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, 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 b ythe 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 no 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, and, in the case of a shipment or diverted to a point other than that specified in the orginal bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

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

Sec. 9 Any alternation, 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 thereby, 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

DS-30

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Collection Galleries February - May 1976

Sidney Janis Gallery

6 West 57th Street, New York, New York 10019

Mondrian

Pier and Ocean

95,000

THE MUSEUM WILL INSURE

Our Registrar will be in touch with you to arrange for collection.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

The Museum of Modern Art

To Pam Stein

cc: Cora Rosevear
Jan Bowers - Cubism + Its Affinities

From Charlotte Kantz

Date February 9, 1976

Re Mondrian: Pier and Ocean from Sidney Janis

Dear Pam:

Would you please arrange to collect the Mondrian Pier and Ocean which we are borrowing from Sidney Janis as soon as possible.

For the record, this work is to replace ours of the same title which has been lent to Bill Lieberman's exhibition, Cubism and Its Affinities.

Thanks,

Charlotte

P.S. Insurance costs, if any, should be charged to this department (140). I'll let you know tomorrow whether this department or drawings should pay for the transportation.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

The Museum of Modern Art

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	MoMA Exhs.	1002.5

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:

DATE February 11, 1976

Expect ☒ from: Sidney Janis via Hahn Brothers
Collect ☐ from:
Deliver ☐ to:
Release ☐ to:

on (date): 2/13/76

at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

Mondrian: Pier and Ocean.

PURPOSE Replacement loan for ~~our~~ ours of the same title which has been loaned to Mr. Lieberman's exhibition CUBISM AND ITS AFFINITIES.

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 Registrar Signed ~~Pamela~~ Pamela Stein

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

cc: Cora Rosevear
Charlotte Kantz
Jan Bowers - CIA file
Pam Stein
Circ.

February 5, 1976

Ms. Daryl Harnish
Sidney Janis Gallery
6 West 57th Street
New York, New York 10019

Dear Daryl:

It is very kind of Mr. Janis to again lend us his Mondrian Pier and Ocean. As you know, it will be installed in our Mondrian gallery while our own similar work is in the exhibition "Cubism and Its Affinities" which runs from February 9 to May 9.

Enclosed please find the Museum's loan form. We would appreciate your completing and returning the green copy.

With renewed thanks to Mr. Janis, and to you and Carroll Janis for your help.

Sincerely,

Cora Rosevear
Assistant Curator

Not yet ready to collect
will let you know when.

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The Museum of Modern Art

To Pam Stein

cc: Jan Bowers
Cora Rosevear

From Charlotte Kantz

Date Febraury 13, 1976

Re Mondrian Pier and Ocean from Janis for Collection Galleries

Dear Pam:

I've spoken with Dick Palmer who says we can charge the transportation for both pick-up and return of this work to Bill Lieberman's Cubism and Its Affinities exhibition since the Janis Mondrian is needed to replace MOMA's Mondrian which is now in Lieberman's show.

The charge number for that show is 2191.

Thanks
Charlotte

Pam—
If you can figure out what their inventory # is for this work, please mark it down
thanks.
clk

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

The Museum of Modern Art

To Pam Stein

cc: Jan Bowers
Cora Rosevear

From Charlotte Kantz

Date Febraury 13, 1976

Re Mondrian Pier and Ocean from Janis for Collection Galleries

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

MONDRIAN

TRANSPORTATION ORDER

The Museum of Modern Art

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

5240

Exh. 1002

Date December 4, 1973

Memorandum to Receiving and Shipping Room:

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.

MAK

Hahn Brothers, attn: Miss Hughes
108 - 120 West 107th Street
New York City, New York

Date Received or Shipped

On December 4, 1973 please pick up from:

MOMA Mezzanine

Mondrian: Pier and Ocean. Charcoal, 20 3/4 x 26".

and deliver to:

Sidney Janis Gallery
6 West 57th Street
New York City

rel'd to Hahn 12/13/73 EB

Purpose Returning loan

Ordered by

Eric B. Rowlison, Registrar

Department Painting and Sculpture Signed Copia Hahn Rosenau

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

cc : Registrar ✓

73.305

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

TO THE REGISTRAR:

DATE May 14, 1973

Expect ☐ from:
Collect ☒ from: II, 8
Deliver ☒ to: Garden Wing, Kroller-Muller installation, W. Lieberman and Bernice Rose
Release ☐ to:

on (date): Tuesday, May 15, 1973
at (time): first thing

Exh. 1002

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Mondrian: PIER AND OCEAN

May 11, 1973

Mr. Carroll Janis
Sidney Janis Gallery
6 West 57 Street
New York, New York 10019

Dear Carroll Janis:

PIER AND OCEAN
1914. Charcoal

Many thanks for your help in the matter of the Mondrian loan. Our Registrar will be calling you to arrange to collect the drawing. I am enclosing herewith our Loan Agreement Form. Will you please complete and return the green copy.

Thanks again,

Sincerely,

Cora Rosevear
Curatorial Assistant

PURPOSE: Being removed for use in Kroller-Muller exhibition.

Will be replaced on Wed. by Janis Mondrian Pier and Ocean

note: Work is being borrowed to hang in the Mondrian room on the Second Floor while our Pier and Ocean is in the Garden Wing with the Kroller-Muller drawings

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: Painting and Sculpture Signed: Cora Rosevear

returned 5/15/73

rec'd 5/15/73 Cora Hahn

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

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:

DATE May 14, 1973

Expect ☐ from:
Collect XXXX from: II, 8
Deliver XXX to: Garden Wing, Kroller-Muller installation, W. Lieberman and Bernice Rose
Release ☐ to:

on (date): Tuesday, May 15, 1973

at (time): first thing

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

Mondrian: PIER AND OCEAN

Temporarily Removed sign ~~xxxxxxx~~ attached

hung high on wall

Noted on Schedule 5/15
EB

PURPOSE Being removed for use in Kroller-Muller exhibition.
Will be replaced on Wed. by Janis Mondrian Pier and Ocean
which he is lending for that purpose

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 Painting and Sculpture Signed Cora Rosevear

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

TRANSPORTATION ORDER

The Museum of Modern Art

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

5187

Date May 11, 1973

Memorandum to Receiving and Shipping Room:

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.

Hahn Brothers

231 East 55th Street

New York, New York 10022 Attn: Miss Hughes

Date Received or Shipped

Please collect on Tuesday, May 15th from:

Sidney Janis Gallery
6 West 57th St.,NYC

Mondrian: Pier and Ocean, 1914, drawing (framed)

and deliver to:

MOMA
20 West 54th St.,
NYC

Ent $40.00

Rec'd 5/15/73 1:15 EB

Purpose Will be hung in P&S Galleries while our Pier & Ocean is in ~~Kroller Muller show.~~

Ordered by David Vance,
Registrar

Messenger: Ours ☐ Theirs ☐ Truck: Ours XXXX Theirs ☐

Department Painting and Sculpture Signed Cora Rosevear

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002

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:

DATE May 9, 1973

Expect ☐ from:
Collect ☒ from: Sidney Janis
Deliver ☐ to: I will let you know where it
Release ☐ to: will be for collection

on (date): I will let you know, probably Monday May 14
at (time):

The following objects: (artist, medium, size) — Value if needed for insurance or invoice

Mondrian: Pier and Ocean 1914 drawing

Hahn - T.O 5187
Tues 5/15
collect + deliver
EP

PURPOSE Will be hung in the P&S Galleries while our Pier and Ocean is in the Kroller Muller show. Loan from Janis

CHARGES Collect ☐ Prepaid ☐ Bill to: Museum - 7535-140

INSURANCE Ours ☑ Theirs ☐ Charge to: Museum 7423-140

inv. added 5/73

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

Department Painting and Sculpture Signed Cora Rosevear

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

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

Date received November 7, 1974

Date returned 3/15/76

RECEIPT OF DELIVERY

The following object(s) lent to the Museum of Modern Art:

by Philip Johnson
Ponus Road
New Canaan, Connecticut

for Loan to Museum Collection Exhibition

has (have) been Returned to you via Lebron Brothers on March 15, 1976.

Registrar Teri Varveris

Museum Number	Description
74.654	Frank Stella: Abra Variation I. Acrylic on canvas. 10' x 10'.

Will you please sign and return this statement which is our receipt of delivery.

Received by [signature] Date 4/13/76

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

the santini BROTHERS international movers

1405 JEROME AVENUE • BRONX, N.Y. 10452 • 293-7000

DATE 4-29-76

YOUR REF. NO. P.O. 6062

OUR REFERENCE

LOT NO.

COM. A/C NO. 483-00

DOC NO. D-57856

TARIFF # 1G SEC. 2 FROM: 20 WEST 54th STREET TO: 1071 FIFTH AVENUE

INVOICE TO:

MUSEUM OF MODERN ART
11 WEST 53rd STREET
NEW YORK, N.Y. 10019

ATTN: ACCOUNTS PAYABLE

Enclosures
- ☐ Bill of Lading
- ☐ Weight Cert.
- ☐ Whse. Receipt
- ☐ Access. Cert.
- ☐ Invoices
- ☐ Packing List
- ☐ Addenda
- ☐ Govt. B/L
- ☐ Inventory
- ☐ Check
- ☐ Other

Net Weight :
Dunnage :
Stripped :
Miles :
Cubic feet :

Service Dates	M/B or B/L No.	DESCRIPTION	TOTALS
3-31-76	D-57856	PICKUP FROM MOMA AND DELIVERY TO THE GUGGENHEIM MUSEUM (3 PAINTINGS)	
		CARTAGE: 1V 2M 3/4HRS. @$34.50	$ 25.88
		TRAVEL TIME 3/4HRS. @$34.50	25.88
			$ 51.76

OK. 51.76
75 35-140
5-12-76

PC

PD

FM

On packing for export, the New York State Dept. of Taxation & Finance requires that in order to be exempt from The New York State Sales Tax, breakdown of materials must be shown on our invoice to you. Your rates remain the same. The breakdown is for sales tax purposes only.

EST. No. 0-0 SOL. No. 0-0 HOUSE OTHER

Under I.C.C. regulation, a service charge of 1% of the bill amount (subject to a $10.00 minimum) will be assessed unless this invoice is paid within seven (7) days (excluding Saturdays, Sundays, and legal holidays) from the first 12:00 o'clock midnight following mailing or presentation of the bill. **The assessment is included in the larger charge on this invoice, if applicable.** Failure to pay within the 30-day calendar credit period may cause revocation of credit privileges.

Kindly make check payable to SANTINI BROS., INC., and return DUPLICATE COPY of this invoice along with your remittance to address shown above.

Many thanks for the privilege of serving you!

ORIGINAL

VALUATION HOURLY BASIS

PER POUND PER ARTICLE, THE CARRIERS MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2,500 WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING:

▶ $ ..... (TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 CENTS PER POUND PER ARTICLE" OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2,500.

▶ SIGNED Eleanor Delich (SHIPPER) DATE

NOT AS AN AGENT FOR UNITED VAN LINES, INC.

CARRIER SANTINI BROS. INC. ⓧ Tedeschi (DRIVER)

THREE PAINTINGS WRAPPED CIW.

DELIVERY ACKNOWLEDGMENT - SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED IN INVENTORY AND SERVICES SHOWN HEREIN WERE PERFORMED.

▶ SIGNED ..... CONSIGNEE / / DELIVERY DATE

RECEIVED FOR STORAGE AT:

BY ..... WAREHOUSEMAN LOT # / / SIT DELIVERY DATE

DELIVERED BY DRIVER ID#

DRIVER SIGNATURE ⓧ

3

INTRASTATE—SHIPPER—ORIGIN

57856

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the santini BROTHERS

MAIN OFFICE
1405 JEROME AVE., BRONX, N. Y. 212-293-7000

71265 LOT NO. | N A P R | C.A. #424-00

SHIPPER: FOR INFORMATION REGARDING THIS SHIPMENT CALL THE BRANCH CIRCLED BELOW

UNIFORM HOUSEHOLD GOODS - BILL OF LADING AND FREIGHT BILL
ICC NO. 52022; NYPSC 1202; NYPSC-CZMT-NYC 749; CONN. PUC C556

NYC/Guggenheim

PLEASE REFER TO THIS B/L NO. IN ANY CORRESPONDENCE: JOB D 57856

Overflow ▶

A 1405 JEROME AVENUE, NEW YORK, N Y 10452 212-293-7000
B 83-29 170TH STREET, JAMAICA, N Y 11433 212-526-2171
C 530 WEST 43 STREET, NEW YORK, N Y 10036 212-736-7444
D 449 WEST 49 STREET, NEW YORK, N Y 10019 212-265-3317
F 57-84 49TH STREET, MASPETH, L. I., N Y 11378 212-366-8700
G 20 N E 11TH STREET, MIAMI, FLA 33132 305-377-1751
H 5101 N W 9TH AVENUE, FORT LAUDERDALE, FLA 33309 305-776-0600
J 2300 WITT STREET, WEST PALM BEACH, FLA 33402 305-686-1200
K 3310 NORTH MANNHEIM ROAD, FRANKLIN PARK, ILL 60131 312-625-3660 CHICAGO BRANCH

ACTUAL LOAD	TARIFF	PACK Period	LOAD Period	DELIVERY Period		Weight	ORIGINAL	REWEIGHT
5/31/76	G		3/31/76	3/31/76	FINISH Time	Gross		
VAN # 270	SECTION 2		9:30 AM		START Time	Tare		
MAN'F. #	MILES				SHIPPER'S INITIAL / GROSS HOURS	Net		
B/L 3/30/DB	E	This shipment to be Accepted as; C.O.D. ☐ P.P. ☐ BILL ☒ Approved By LT		Summary of Information For Shippers of Household Goods Given ☐	HOURLY RATES ONLY → LESS LUNCH / NET HOURS	Shipper: the tare weight of the vehicle must be entered on this line prior to loading your shipment on the vehicle. ▶ Moving subject to a minimum weight of →		
	S							

ORIGIN COUNTY: | DESTINATION COUNTY:

SHIPPER: GUGGENHEIM MUSEUM
c/o MONA
STREET & APT.: 20 WEST 54th ST?
ORIGIN CITY STATE & ZIP: NYC
EXTRA STOP | TEL.

☐ Reweigh Requested ☐ Bulky Articles
☐ Exclusive Use of Van ☐ Complete Occupancy ☐ Expedited Service / /
☐ Space Length ____ Linear Ft. ☐ Space Reservation ____ Cube Ft.

CONSIGNEE: GUGGENHEIM MUSEUM
c/o
STREET & APT.: 1071 FIFTH AVENUE
DEST. CITY STATE & ZIP: NYC
EXTRA STOP | TEL. 860-1343

STORAGE IN TRANSIT AUTHORIZED FOR (MONTHS) ☐ ORIGIN. AT ▶ By ☐ DESTIN. AT Date / /

DESTINATION AGENT
BILL TO: GUGGENHEIM MUSEUM
STREET
CITY STATE & ZIP
ATTN. OF | P.O. GBL OR REF
ENROUTE, CONTACT OR NOTIFY DELAY
STREET & APT. CITY & STATE
DESTINATION CONTACT
STREET & APT. CITY & STATE
NOTIFY ACTUAL WEIGHT & CHARGES YES XX NAME TEL.
STREET
CITY & STATE
DELIVERY ADDRESS IF CHANGED FROM ABOVE | ADDRESS CHANGE AUTHORIZED BY

DRIVER	BRANCH	DESCRIPTION	RATES	CHARGES
		Transportation		$
		Additional Transportation Charge, Origin		
		Additional Transportation Charge, Destination		
		☐ Elevator ☐ Flight ____ Origin		
		☐ Elevator ☐ Flight ____ Destin.		
		Valuation Charge on $ ____		
		Excess Carry TOTAL FEET ____ SHIPPER'S INITIALS ▶		
		EXTRA STOP		
		STORAGE IN TRANSIT ORIGIN: Pickup As ____ lbs. ____ mi.		
		Storage / To / ____ mo.		
		Warehouse handling,		
		STORAGE IN TRANSIT DESTINAT.: Delivery As ____ lbs. ____ mi.		
		Storage / To / ____ mo.		
		Warehouse handling,		
		BOTH: Sales Tax on Storage Charges	____ %	
		Extension of Valuation while in storage ____ mo.		
		Service Per Part II Attached ____ Containers		
		Service Per Part II Attached ____ Packing		
		Service Per Part II Attached ____ Unpacking		
		Advances Per Attached		
		Extra Labor ____ Men { Regular Time ____ hrs / Overtime ____ hrs		
		1 Vans 2 Men { Regular Time hrs / Overtime hrs	34 50	
		Travel Time 3/4hrs.	34 50	25 88

PROBABLE CHARGES $ | 110% WEIGHT 125% HOURLY $ | ACTUAL CHARGES ▶ $

Balance Due on Storage A/C + ▶
Deposit, Prepayment, control # − ▶
Net total to collect at Dest = ▶ $

Collect shipments must be paid in cash, money order or cashier's check before property is relinquished by the Carrier. Maximum amount to be paid on delivery of your C.O.D. shipment is 110% of weight basis charges or 125% of hourly basis charges. You are still obligated to pay the balance of the total charges within 15 days. All items are subject to AUDIT. If necessary, they will be corrected by REFUND or ADDITIONAL BILLING.

PAYMENT RECEIVED AT DESTINATION BY: (X) ▶ $

	AG	$	OD	$
Booking by				
Origin Service				
Destination				

THREE PAINTINGS UNPACKED C.O.D.

DELIVERY ACKNOWLEDGMENT - SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED IN INVENTORY AND SERVICES SHOWN HEREIN WERE PERFORMED.

▶ SIGNED ____ CONSIGNEE | DELIVERY DATE / /

RECEIVED FOR STORAGE AT: ____
BY ____ WAREHOUSEMAN | LOT # | SIT DELIVERY DATE / /

DELIVERED BY DRIVER ID# | DRIVER SIGNATURE (X) ____

VALUATION WEIGHT BASIS

~~UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.~~

~~THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING:~~

~~▶ $ ____~~
~~(TO BE COMPLETED BY PERSON SIGNING BELOW)~~

~~NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE"; OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO $1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.~~

~~▶ SIGNED ____ SHIPPER | DATE~~

VALUATION HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2,500 WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING:

▶ $ ____
(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 CENTS PER POUND PER ARTICLE" OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2,500.

▶ SIGNED Thomas Deluchi SHIPPER | DATE

NOT AS AN AGENT FOR UNITED VAN LINES, INC.

CARRIER SANTINI BROS. INC. (X) Tedeschi DRIVER

3 INTRASTATE—SHIPPER—ORIGIN 57856

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

TRANSPORTATION ORDER

The Museum of Modern Art

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

DG

6062

Date April 27, 1976

Memorandum to Receiving and Shipping Room:

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.

Santini Brothers
447 West 49 Street
New York, New York

Date Received or Shipped

On Wednesday, March 31, 1976, please collect and deliver the following:

FROM: MOMA Mezzanine, Att: Eleanor Belich

TO: GUGGENHEIM MUSEUM, 1071 Fifth Avenue, NYC

75.1026 Kandinsky: Painting No. 198 (Autumn). 1914. Oil on canvas, 64 x 48 1/4".
75.1027 Kandinsky: Painting No. 199 (Winter). 1914. Oil on canvas, 64 1/2 x 48 3/4".
75.1029 Marc: Broken Forms. 1914. Oil on canvas, 44 1/8 x 33 1/4".

Done
EB

Purpose Return of loans to Museum Collection exhibition 1002

Ordered by Therese Varveris, Associate Registrar

Messenger: Ours ☐ Theirs ☐ Truck: Ours ☐ Theirs ☐

Department Registrar Signed Pamela Stein

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	MoMA Exhs.	1002.5

NYC. / Guggenheim Museum

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

№ 7911

REGISTRAR'S RECORD

I have authorized release

to Santini Bros.,

on March 31, 1976, of the material itemized below:

Museum number	Artist or maker	Description
75.1028	Kandinsky	Painting No. 198 (Autumn). 1914. Oil on canvas, 64 x 48 1/4".
75.1027	Kandinsky	Painting No. 199 (Winter). 1914. Oil on canvas, 64 1/2 x 48 3/4".
75.1029	Marc	Broken Forms. 1914. Oil on canvas, 44 1/8 x 33 1/4".

Remarks: Return of replacement loans to the Guggenheim Museum, exh. "Frantisek Kupka: A Retrospective", Sept. 1975 - March 1976.

The Department of Painting and Sculpture has been notified of this release and must be informed at once if it is voided.

March 30, 1976
(date signed)

Registrar Teri Varveris

NY / Guggenheim

...o the Registrar 24 hours or more in advance of ...ys in advance for outgoing foreign shipments.

Exh. 1002

DATE ~~Sept. 19, 1975~~

on (date): ~~Sept. 25, 1975~~

at (time): Arrived Sept. 24

Value if needed for insurance or invoice

PS

...UPKA: A RETROSPECTIVE

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 Registrar Signed Pamela Stein

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY / Guggenheim

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.

Exh. 1002

TO THE REGISTRAR:

DATE ~~Sept. 19, 1975~~

Expect ~~☐~~ from: Guggenheim Museum
Collect ☐ from:
Deliver ☐ to:
Release ☐ to:

on (date): ~~Sept. 25, 1975~~
at (time): Arrived Sept. 24

PS

The following objects: (artist, medium, size)

Value if needed for insurance or invoice

Kandinsky: Winter. 1914. 67 x 51 1/4".
Kandinsky: Autumn. 1914. 67 x 51 1/4".
Marc: Broken Forms. 1914. 46 1/4 x 35 1/4".

PURPOSE Replacements for the duration of FRANTISEK KUPKA: A RETROSPECTIVE Sept. 1975-March 1976.

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 Registrar Signed Pamela Stein

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/Guggenheim

The Museum of Modern Art

To Cora Rosevear

From Teri Varveris

cc: Richard Koch
William Rubin
Pamela Stein

Date September 19, 1975

Re Outgoing loan insurance for Kupkas going to Guggenheim

Pat Hayes of Huntington T. Block's office called to say it was all right for us to maintain our coverage for the Kupkas going to the Guggenheim while the Guggenheim maintains its insurance coverage for the Kandinskys it is lending to us.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY/Guggenheim

Charlotte and Pam ✓

Cora Rosevear

cc: Teri Varveris
Eleanor Belich
Jane Adlin

September 18, 1975

Guggenheim Museum - Works to be lent and borrowed

Bill Rubin has arranged with Tom Messer for us to borrow three paintings from the Guggenheim Museum which we will exhibit in place of the Kupkas we are lending to their Kupka retrospective. The works which we are borrowing are two Kandinsky Seasons and a small painting by Franz Marc. Bill would like to have them collected from the Guggenheim on Tuesday, September 23rd. If Pam can examine The First Step and Red and Blue Disks now in our galleries, and if the Guggenheim pictures can be brought here early Tuesday morning so that we can install them immediately, we would like to release our Kupkas on Tuesday. If this can't all be accomplished Tuesday morning, we can receive the incoming Guggenheim loans Tuesday and release the Kupkas on Wednesday.

Dr. Svendsen is calling me soon with the exact information about their three paintings. I will forward it to Pam who can then make the necessary arrangements with the Registrar at the Guggenheim.

Wait for now, Pam!

C.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

To Teri Varveris

From Cora Rosevear

cc: Charlotte Kantz
Pam Stein
Jane Adlin

Date September 18, 1975

Re

Dear Teri:

Some time ago I mentioned that Bill Rubin hoped that special insurance arrangements could be made between our Museum and the Guggenheim so that we could lend and borrow from each other without having to insure the works as loans. Bill has asked again about this and I would appreciate if you would discuss it with Huntington Block. If possible, he would like to begin the agreement immediately so that it would cover the Kupka paintings which we are lending to the Guggenheim and three paintings which we are borrowing from them for the same period. (see attached memos).

Thanks.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

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From Cora Rosevear

cc: Charlotte Kantz
Pam Stein
Jane Adlin

Date September 18, 1975

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Thanks.

C.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

The Museum of Modern Art

To Cora Rosevear

From William Rubin

Date May 13, 1975

Re Insurance relations between the Guggenheim and MOMA

Dear Cora,

In view of the fact that the Guggenheim and MOMA will probably be increasingly lending each other works on temporary bases, Tom Messer and I feel that it is ridiculous that we should be paying a standard loan fee. I am therefore asking you, at your convenience, to take up with the Registrar's insurance people and the representative of Block the possibility that an arrangement could be made whereby all works from our collection housed at the Guggenheim would be covered by our own policy and vice-versa. Given the care and handling on both sides and the fact that--except for the trip between two buildings --no additional risk whatsoever is involved--this kind of situation would appear to me to be negotiable. Perhaps it could be take up when we have more information on it during my return in July.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Charlotte and Pam

Cora Rosevear

cc: Teri Varveris
Eleanor Belich
Jane Adlin

September 18, 1975

Guggenheim Museum - Works to be lent and borrowed

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Dr. Svendsen is calling me soon with the exact information about their three paintings. I will forward it to Pam who can then make the necessary arrangements with the Registrar at the Guggenheim.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

NY / Guggenheim

cc: Cora Rosevear
Charlotte Kantz
Pam Stein

September 19, 1975

Dr. Louise Svendsen
Curator
The Solomon R. Guggenheim Museum
1071 Fifth Avenue
New York, New York 10028

Dear Dr. Svendsen:

Before we get too deeply involved with Kupka and Kandinsky, I want to thank you officially for the Mondrian Composition which the Guggenheim very generously lent to us for exhibition in our Collection Galleries. As you know, your loan enabled us to include our own Mondrian of the same period in our "Modern Masters" exhibition which was shown in Australia. Since space restrictions did not permit us to exhibit our Mondrian in the present installation of the exhibition in our own Museum, and since the Douglas Cooper exhibition was cancelled, we were able to return your Mondrian earlier than had been expected.

Will you be so kind as to sign the attached receipt of delivery and return it in the enclosed envelope.

With renewed thanks,

Sincerely,

Cora Rosevear
Assistant Curator

cr:ck
Enclosure: Lender's photograph

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

the santini BROTHERS

MAIN OFFICE
1405 JEROME AVE., BRONX, N. Y.
212-293-7000

15174 LOT NO. | N | A | P | R | C/A # 424-00

SHIPPER: FOR INFORMATION REGARDING THIS SHIPMENT CALL THE BRANCH CIRCLED BELOW

UNIFORM HOUSEHOLD GOODS - BILL OF LADING AND FREIGHT BILL
ICC NO. 52022; NYPSC 1202; NYPSC-CZMT-NYC 749; CONN. PUC C556

PLEASE REFER TO THIS B/L NO. IN ANY CORRESPONDENCE ▶ J.O. B D- 57420
Overflow ▶ Exh. 1002
HPBL # ▶

A 1405 JEROME AVENUE, NEW YORK, N Y 10452 212-293-7000
B 93-28 170TH STREET, JAMAICA, N Y 11433 212-526-2171
C 330 WEST 41 STREET, NEW YORK, N Y 10036 212-736-7444
D 449 WEST 49 STREET, NEW YORK, N Y 10019 212-265-3317
F 57-84 49TH STREET, MASPETH, L.I., N Y 11378 212-366-8700
G 40 N E 11TH STREET, MIAMI, FLA 33132 305-377-1751
H 5101 N W 9TH AVENUE, FORT LAUDERDALE, FLA 33309 305-776-0600
J 2300 WITT STREET, WEST PALM BEACH, FLA 33407 305-686-1200
K 3310 NORTH MANNHEIM ROAD, FRANKLIN PARK, ILL 60131 312-625-3660 CHICAGO BRANCH

ACTUAL LOAD	TARIFF	PACK Period	LOAD Period	DELIVERY Period
9/24/75	SECTION 2		9-24-75	9-24-75
VAN # 252	MILES		11:00 A.M.	
MAN'F. #	E	This shipment to be Accepted as;	Summary of Information For Shippers of Household Goods Given ☐	FINISH Time / START Time / GROSS HOURS / LESS LUNCH / NET HOURS
BY 9-22 / PC	S	C.O.D. ☐ P.P. ☐ BILL ☒ Approved By PA		

Shipper: the tare weight of the vehicle must be entered on this line prior to loading your shipment on the vehicle. ▶ Moving subject to a minimum weight of →

Weight	ORIGINAL	REWEIGHT
Gross		
Tare		
Net		

ORIGIN COUNTY: MANHATTAN DESTINATION COUNTY: SAME

SHIPPER GUGGENHEIM MUSEUM
FOR
STREET & APT. 1071 FIFTH AVENUE
ORIGIN CITY STATE & ZIP NYC
EXTRA STOP TEL.

☐ Reweigh Requested ☐ Bulky Articles
☐ Exclusive Use of Van ☐ Complete Occupancy ☐ Expedited Service / /
☐ Space Length Linear Ft. ☐ Space Reservation Cube Ft.

CONSIGNEE MOMA
c/o
STREET & APT. 20 WEST 54th STREET
DEST. CITY STATE & ZIP NYC
EXTRA STOP TEL.

STORAGE IN TRANSIT AUTHORIZED FOR (MONTHS) ☐ ORIGIN. AT ▶ By ☐ DESTIN. AT Date / /
DESTINATION AGENT
BILL TO GUGGENHEIM MUSEUM
STREET
CITY STATE & ZIP
ATTN. OF P.O. GBL OR REF.
ENROUTE, CONTACT OR NOTIFY DELAY
STREET & APT. CITY & STATE
DESTINATION CONTACT
STREET & APT. CITY & STATE
NOTIFY ACTUAL WEIGHT & CHARGES YES XX NAME TEL.
STREET
CITY & STATE
DELIVERY ADDRESS IF CHANGED FROM ABOVE ADDRESS CHANGE AUTHORIZED BY

DRIVER	BRANCH	DESCRIPTION	RATES	CHARGES
		Transportation		$
		Additional Transportation Charge, Origin		
		Additional Transportation Charge, Destination		
		☐ Elevator ☐ Flight ____ Origin		
		☐ Elevator ☐ Flight ____ Destin.		
		Valuation Charge on $ ____		
		Excess Carry TOTAL FEET ____ SHIPPER'S INITIALS ▶		
		EXTRA STOP		
		STORAGE IN-TRANSIT ORIGIN. Pickup As lbs mi.		
		Storage / To / mo.		
		Warehouse handling,		
		STORAGE IN-TRANSIT DESTINAT. Delivery As lbs. mi.		
		Storage / To / mo.		
		Warehouse handling,		
		BOTH Sales Tax on Storage Charges	%	
		Extension of Valuation while in storage mo.		
		Service Per Part II Attached ____ Containers		
		Service Per Part II Attached ____ Packing		
		Service Per Part II Attached ____ Unpacking		
		Advances Per Attached		
		Extra Labor ____ Men { Regular Time / Overtime } hrs.		
		1 Vans 2 Men { Regular Time / Overtime } hrs.	33 00	
		Travel Time 3/4HRS.	33 00	24 75

PROBABLE $ CHARGES | 110% WEIGHT / 125% HOURLY $ | ACTUAL CHARGES ⇨ $

Balance Due on Storage A/C + ▶
Deposit, Prepayment, control # −
Net total to collect at Dest = ▶ $

Collect shipments must be paid in cash, money order or cashier's check before property is relinquished by the Carrier. Maximum amount to be paid on delivery of your C.O.D. shipment is 110% of weight basis charges or 125% of hourly basis charges. You are still obligated to pay the balance of the total charges within 15 days. All items are subject to AUDIT. If necessary, they will be corrected by REFUND or ADDITIONAL BILLING.

PAYMENT RECEIVED AT DESTINATION BY: (X) ▶ $

	AG	$	OD	$
Booking by				
Origin Service				
Destination				

P/U 2 PAINTINGS wrapped (1) Marc (2) Kandinsky's

VALUATION WEIGHT BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

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▷ $ ____ (TO BE COMPLETED BY PERSON SIGNING BELOW)

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▶ SIGNED ____ SHIPPER ____ DATE

VALUATION HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIERS MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2,500 WHICHEVER IS GREATER.

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▶ SIGNED S Fenston SHIPPER ____ DATE

NOT AS AN AGENT FOR UNITED VAN LINES, INC.

CARRIER SANTINI BROS. INC. (X) DRIVER

DELIVERY ACKNOWLEDGMENT - SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED IN INVENTORY AND SERVICES SHOWN HEREIN WERE PERFORMED.

▶ SIGNED Eleanor Delich CONSIGNEE ____ DELIVERY DATE / /

RECEIVED FOR STORAGE AT:
BY ____ WAREHOUSEMAN ____ LOT # ____ SIT DELIVERY DATE / /

DELIVERED BY DRIVER ID# ____ DRIVER SIGNATURE (X) ____

4 INTRASTATE—CONSIGNEE—DESTINATION 57420

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March 31, 1976

Ms. Cheri Summers
Assistant Registrar
The Solomon R. Guggenheim Museum
1071 Fifth Avenue
New York, New York

Dear Cheri:

Enclosed are the three photos of the Kandinskys and Marc. Many thanks, and I'm glad to hear the paintings arrived safe and sound and in good time.

Sincerely,

Diane Gallerstein
Cataloger

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	MoMA Exhs.	1002.5

Exh. 1002

Eleanor Belich
Cora Rosevear

May 12, 1975

DEDICATION OF THE BARR AND D'HARNONCOURT GALLERIES

cc: Emil Cioc
Fred Cohen
Sara Hoge
Lin Shaw
Jean Thayer
Jane Adlin
Security
Nancy Karuaba
Teri Varvaris

Dear Eleanor:

Here is Kynaston's revised plan of preparations for the Barr-D'Harnoncourt evening.

Monday afternoon, May 19th: to be removed from the Garden:

Ipoustegui: David and Goliath (registrar to photograph it from several angles to facilitate installation)

Duchamp-Villon: Horse

Tuesday morning to be removed if the weather is good:

Pollock: Echo

Lipton: Manuscript

Avery: Sea Grasses

Saith: Australis

Lindner: The Meeting

If it rains all works should be removed except the Lam Jungle.

You will need to reinstall all works on Wednesday.

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	MoMA Exhs.	1002.5

Special Events Comm. Suggestions

North West - Lunar Bird.

South of East Wing. Mural, Echo - others

Ex pect 500-700 people - If raining, all in Lobby.

Open Rain or Shine

Main Lobby

Garden Restaurant

Garden Wing.

2nd Floor & upper Broadway Gallery

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	MoMA Exhs.	1002.5

Exh 1002 N.Y. Guggenheim

Bill Lieberman

Bill Rubin

cc: Richard Oldenburg
Richard Koch
Richard Palmer
Waldo Rasmussen
Eric Rowlison
Alicia Legg
Cora Rosevear

May, 12, 1975

Mondrian: Color Planes in Oval

Dear Bill:

As you know, I was able to lend the Mondrian Color Planes in Oval to the "Modern Masters" exhibition because I could substitute the Guggenheim's Mondrian in the Collection Galleries. While our painting is in Australia, Waldo is paying the insurance premium on the Guggenheim picture.

When the "Modern Masters" show comes to New York, our Mondrian can either be returned to the Collection Galleries or kept in the New York showing if the exhibition budget will pay the insurance on the Guggenheim painting. Will you let me know which you prefer?

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

~~WEST SIDE WAREHOUSE~~
~~700-720 WEST 57th ST.~~
~~NEW YORK, N.Y. 10025~~
~~Phone ACademy 2-3670~~

HAHN BROS. FIREPROOF WAREHOUSES, INC.

STORAGE • MOVING • PACKING
79 Seventh Ave., N.Y., N.Y. 10011 212-255-1422
SILVER VAULTS • SPECIAL VAULTS PACKING • EXHIBITION HALL

~~EAST SIDE WAREHOUSE~~
~~234-235 EAST 55th ST.~~
~~NEW YORK, N.Y. 10022~~
~~Phone PLaza 3-3662~~

INVOICE 49726 COPY 2 No. 49726 DATE 8/21/75

~~Modern Masters~~
Exh. 1002

CHARGE: The Museum of Modern Art
Attn: Treasurer's Office
11 W. 53rd St.
N.Y.,N.Y. 10019

ORDER NO. 5846 AUG 26 1975

PS
Hahn

SUNDRY

1975 8/20	Carting from MOMA, 20 W. 54th St. to Guggenheim Museum, 1071 Fifth Ave. on 1 painting by Mondrian COMPOSITION 1916	$ 33.00

PLEASE APPROVE INVOICE
AND
RETURN TO ACCTS PAYABLE

PLEASE REMIT DIRECTLY TO:
HAHN BROS. COMPUTER CENTER
34-02 Laurel Hill Blvd.
MASPETH, N.Y. 11378

Payment approved by: HBR RC
Date of approval: 9/9/75
P.O.#: 58 MA 7535-524
P.O. issued to: Hahn brothers
Date sent to A/P: 9/9/75

~~TOTAL~~ $ 33.00

KINDLY RETURN THIS COPY WITH YOUR REMITTANCE TO: HAHN BROS. COMPUTER CENTER
34-02 LAUREL HILL BLVD.
MASPETH, N.Y. 11378

FORM #HB-1

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

Exh. 1002 N.Y. Guggenheim Modern Masters / Hahn

~~WEST SIDE WAREHOUSE~~
~~108-120 WEST 107th ST.~~
~~NEW YORK, N.Y. 10025~~
~~Phone ACademy 2-3670~~

HAHN BROS. FIREPROOF WAREHOUSES, INC.

STORAGE • MOVING • PACKING
79 Seventh Ave., N.Y.N.Y.10011 212-255-1422
SILVER VAULTS • SPECIAL VAULTS PACKING • EXHIBITION HALL

~~EAST SIDE WAREHOUSE~~
~~231-235 EAST 55th ST.~~
~~NEW YORK, N.Y. 10022~~
~~Phone PLaza 3-3662~~

INVOICE 45817 COPY 2 No. 45817 DATE 3/10/75

MAR 12 1975

CHARGE: The Museum of Modern Art
Attn: Treasurer's Office
11 W. 53rd St.
N.Y.,NY 10019

ORDER NO. 5738 SUNDRY

1975 3/7	Carting from Guggenheim Museum, 1071 Fifth Ave. to MOMA, 20 W. 54th St. on COMPOSITION 1916 by Piet Mondrian	$ 33.00

PLEASE APPROVE INVOICE

AND

RETURN TO ACCTS PAYABLE

Payment approved by: EBR-RC.

Date of approval: 3-6-75

P.O.#: 5738

P.O. issued to: HAHN BROS

Date sent to A/P: 3-18-75 7535-5241

TOTAL $ 33.00

KINDLY RETURN THIS COPY WITH YOUR REMITTANCE TO: HAHN BROS. COMPUTER CENTER 34-02 LAUREL HILL BLVD. MASPETH, N.Y. 11378

FORM HHB-1

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	MoMA Exhs.	1002.5

Exh. 1002

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

№ 7282

INFORMATION COPY

I have authorized release

to Hahn Brothers ,

on August 20, 1975 , of the material itemized below:

Museum number	Artist or maker	Description
	Mondrian.	Composition, 1916. Oil on canvas. 51 x 33". 75.923

Remarks: Returning loan to Solomon R. Guggenheim Museum.

The Department of Painting & Sculpture is hereby notified. If the material is not collected within the date(s) shown, this release will be voided and the department informed at once.

(date signed)

Registrar

ng loan: N.Y./Guggenheim

ern Art

cc: Wendy Burton
Charlotte Kantz

Svendsen returned some
position for installation
ral is in Australia. Sorry
speak to Bill about the
ides it should be charged.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Ex # 1002 Incoming loan: N.Y./Guggenheim

The Museum of Modern Art

To Teri Varveris

cc: Wendy Burton
Charlotte Kantz

From Cora Rosevear

Date April 2, 1975

Re Mondrian Composition

Dear Teri:

Here is the signed loan form which Dr. Svendsen returned some time ago to cover our loan of their Mondrian Composition for installation on the Second Floor while our Color Planes in Oval is in Australia. Sorry I sat on it so long, but I have been waiting to speak to Bill about the insurance premium. I'll let you know how he decides it should be charged.

C.

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	MoMA Exhs.	1002.5

Exh 1002 Incoming Loan N.Y./Guggenheim

62/NY-Guggenheim

GUGGENHEIM

, 1975

March 19, 1975

Cora Rosevear, Curatorial Assistant
The Museum of Modern Art
11 West 53 Street
New York, New York 10019

Dear Cora:

I received the signed loan form in good order, so all is well and under control. Many thanks ! It was good to see you at the opening and hope to see you soon.
Very best,

Sincerely,

Linda Shearer
Assistant Curator

LS:ba

rrower's Receipt
ending to your
7, 1975 through
al; the other

otographs. If
of the work,
photograph } sent with Receipt of Delivery

s work and will
turn to the

y,

ummers
t Registrar

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

860-134 3

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh 1002 / NY-Guggenheim

GUGGENHEIM

March 14, 1975

Ms. Wendy Burton, Assistant Registrar
Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Dear Wendy:

Enclosed please find two copies of our formal Borrower's Receipt for Mondrian's COMPOSITION, 1916, which we are lending to your museum to replace your traveling Mondrian March 7, 1975 through January 1976. Please sign and return the original; the other copy is for your records.

Please compare the work with the accompanying photographs. If you see any significant changes in the condition of the work, please inform me immediately. Please return the photograph to me when our Mondrian is returned to us. } sent with Receipt of Delivery

We shall be maintaining our own insurance on this work and will bill you for the cost of the premium upon its return to the Guggenheim Museum.

Sincerely,

Cherie Summers
Assistant Registrar

Encls.

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 360-5110 TELEX 224557

860-1343

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

Ex # 1001 / NY Guggenheim

Memorandum

To Wendy

From CK

Date 3-17-75

Re Mondrian

Cora wants to hold on to the loan form for a while.

CK

NHEIM

Art

10019

ected loan form for our Mondrian Composition,
ending to you for exhibition from March 7,
, 1976. We will want it back in the very
ry as our exhibition opens February 19th
installation.

he Ellsworth Kelly's coming along?

All the best,

Louise Svendsen

Louise Averill Svendsen
Curator

IAS:kl
enclosure - 1

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

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Exh 1001 / NY Guggenheim

GUGGENHEIM

March 12, 1975

Ms. Cora Rosevear
Curatorial Assistant
The Museum of Modern Art
11 West 53rd Street
New York, New York 10019

Dear Cora:

Enclosed is the corrected loan form for our Mondrian Composition, 1916, which we are lending to you for exhibition from March 7, 1975 through January, 1976. We will want it back in the very first days of February as our exhibition opens February 19th and we need time for installation.

By the by, how are the Ellsworth Kelly's coming along?

All the best,

Louise Svendsen

Louise Averill Svendsen
Curator

IAS:kl
enclosure - 1

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 FIFTH AVENUE, NEW YORK CITY 10028 TELEPHONE (212) 369-5110 TELEX 224557

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh 1002 / N.Y. - Guggenheim

THE SOLOMON R. GUGGENHEIM MUSEUM 1071 Fifth Avenue, New York 28

Date March 7, 1975

The following objects are lent by The Solomon R. Guggenheim Museum under the conditions noted on the back of this receipt

to Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

for Loan to replace MOMA's traveling Mondrian from March 7, 1975 to January 1976

Approved [signature] Director [signature] Registrar

Museum Number	Description
1229	Piet Mondrian, COMPOSITION, 1916, oil on canvas, 47⅛ x 29½" Frame: SRGM/plexi. Condition: scattered punctures left, top and right edge; support distortion top corner areas. Stain top right corner. Scattered cracks top center, right center, bottom right and bottom center areas. Transfer left of center, right edge center. THE SOLOMON R. GUGGENHEIM MUSEUM, NEW YORK

Received by Eric B. Rowlison, Registrar Date March 7, 1975

Please sign this receipt and return to The Solomon R. Guggenheim Museum

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Exh. 1002/NY-Guggenheim WB

UN

The Solomon R. Guggenheim Museum, 1071 Fifth Avenue, New York City, 10028

Release

NY/Guggenheim

Incoming

Date March 7, 1975

Please release the following

to Hahn Brothers

for delivery to Museum of Modern Art
11 West 53rd Street
New York, N.Y. 10019

for replacement of MOMA's Mondrian March 7 - Jan. 1976

Bill all charges to forward Special Instructions

Registrar

Cherie Summers

Museum Number	Description
1229	Mondrian, COMPOSITION, 1916, oil on canvas, 47¼ x 29½"

Received by Date

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

HAHN BROS. FIREPROOF WAREHOUSES, Inc.

79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

WB Guggenheim NY/0949

Exhibit

Certificate No. 415 DATE 3/7/75 After 2 PM

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of Modern Art Guggenheim Museum (C. Sommers)				CONSIGNEE: ,Museum of Modern Art Wendy Burton			
ADDRESS: 1071 5th Ave.				ADDRESS: 20 W. 54th St.			
CITY: N.Y.	STATE	PHONE		CITY: N.Y.	STATE	PHONE	
FLOOR	ROOM	ELEV.	WALKUP	FLOOR	ROOM	ELEV.	WALKUP

ESTIMATE OR REMARKS
(Approx. estimate— packing data—Instructions on job—or other info.)

Painting by Mondrian shipped C.O.D.

TIME RECORD

Start 2:45 AM/PM — Customer Initials

Finish — AM/PM — Customer Initials

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

VALUATION — HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

$ 311

(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

X
SHIPPER DATE

PREPAYMENT

Received $ _____ to apply in prepayment of the charges on the property described herein.

(The signature here acknowledges only the amount prepaid)

CARRIER AGREES TO TRANSPORT THE GOODS AND EFFECTS TENDERED BY THE SHIPPER SUBJECT TO THE PRECEDING TERMS AND CONDITIONS

SIGNED _____
CARRIER OR AUTHORIZED AGENT

IMPORTANT

TRANSPORTATION SERVICES — HOURLY BASIS	RATE	CHG.
Van and Chauffeur XXXXX 2 men Regular Time ____ Hours @	33/00	
____ Overtime ____ Hours @		
Additional Men Used ____ Regular Time ____ Hours @		
Number of Hours Overtime ____ Hours @		
Travel Time ____ Hours @		
Valuation (Additional Liability) Charge 50¢ per $100 of declared value		
Other Charges		
Warehouse Handling ____ per ____ @		
Transit Storage: From ____ To ____ @		
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value		

PACKING AND UNPACKING	QTY.	RATE	CHARGE
DISHPACKS OR BARRELS			
BOXES, WOODEN NOT OVER 5 CU. FT.			
OVER 5 CU. FT. NOT OVER 8 CU. FT.			
CARTONS LESS THAN 1½ CU. FT.			
1½ CU. FT.			
3 CU. FT.			
4½ CU. FT.			
6 CU. FT.			
6½ CU. FT.			

DS-30

ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARE SUBJECT TO ARBITRATION.

Sec. 9 Any alternation, 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.

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 identification of the property as described herein must be established before delivery will be made to the consignee or to a subsequent purchaser of the property. If the consignee is not named in this bill of lading, the carrier will not make delivery thereof without written instructions from the shipper.

Sec. 7 (a) The rate charged in this bill of lading is based upon the value declared by the shipper or agreed upon in writing as the released value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 30 cents per pound per article unless a greater value is stated in writing by the shipper, with the understanding that the declared value of the property may affect the amount of loss or damage for which the carrier may be liable, and that the carrier's liability for loss or damage shall not exceed the amount of the declared value, or the actual value of the property at the time and place of delivery, whichever shall be the lesser.

(b) Any loss, damage or delay caused by an act of God, the public enemy, the act of the shipper himself, public authority, or the act or default of the consignee, or by natural shrinkage, or by the inherent nature of the goods, or by the act of any person or persons not employed by the carrier, or by riots or strikes, or by the stoppage of the means of transportation from any cause beyond the control of the carrier, or by any cause which the carrier could not have reasonably foreseen or provided against, or by delay in transportation by freight trains or other conveyances, or by delay in the arrival of connecting carriers, or by delay in the delivery of the property by the carrier to the consignee after the property has been placed at the disposal of the consignee

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 1002.5

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

(For Transportation Services Performed on an HOURLY BASIS)

HAHN BROS. FIREPROOF WAREHOUSES, Inc.

79-89 Seventh Avenue • New York, N. Y. 10011
Phone: 255-1422
571 Riverside Drive • New York, N. Y. 10031
Phone: 862-3034

WB NY/Guggenheim 0949

Ex.1007

Certificate No. 415 DATE 3/7/75 After 2 PM

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER: Museum of Modern Art / Guggenheim Museum (C. Sommers)
ADDRESS: 1071 5th Ave.
CITY: N.Y. STATE PHONE
FLOOR ROOM ELEV. WALKUP

CONSIGNEE: Museum of Modern Art / Wendy Burton
ADDRESS: 20 W. 54th St.
CITY: N.Y. STATE PHONE
FLOOR ROOM ELEV. WALKUP

TIME RECORD
Start 2:45 AM PM Customer Initials
Finish AM PM Customer Initials

JOB HOURS
TRAVEL TIME 3/4
TOTAL HOURS

ESTIMATE OR REMARKS
(Approx. estimate— packing data—Instructions on job—or other info.)

Painting by Mondrian shipped C.O.D.

VALUATION – HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR $2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

$ 304

(TO BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF $2500.

X
SHIPPER DATE

PREPAYMENT

Received $ _____ to apply in prepayment of the charges on the property described herein.

(The signature here acknowledges only the amount prepaid)

CARRIER AGREES TO TRANSPORT THE GOODS AND EFFECTS TENDERED BY THE SHIPPER SUBJECT TO THE PRECEDING TERMS AND CONDITIONS

SIGNED _____
CARRIER OR AUTHORIZED AGENT

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: X
By: _____
MOVER: Hahn Bros. Fireproof Warehouses, Inc.
By: _____

TRANSPORTATION SERVICES – HOURLY BASIS	RATE	CHG.
Van and Chauffeur xxxxx 2 men Regular Time _____ Hours @	33/00	
Overtime _____ Hours @		
Additional Men Used _____ Regular Time _____ Hours @		
Number of Hours Overtime _____ Hours @		
Travel Time _____ Hours @		
Valuation (Additional Liability) Charge 50¢ per $100 of declared value		
Other Charges		
Warehouse Handling _____ per _____ @		
Transit Storage: From _____ To _____ @		
S.I.T. Valuation Charge (Additional Liability) $1.00 per $1000 of declared value		

PACKING AND UNPACKING	QTY.	RATE	CHARGE
DISHPACKS OR BARRELS			
BOXES, WOODEN NOT OVER 5 CU. FT.			
OVER 5 CU. FT. NOT OVER 8 CU. FT.			
CARTONS LESS THAN 1½ CU. FT.			
1½ CU. FT.			
3 CU. FT.			
4½ CU. FT.			
6 CU. FT.			
6½ CU. FT.			
WARDROBE CTNS. NOT LESS THAN 10 CU. FT.			
MATTRESS CTNS. CRIB			
NOT EXCEEDING 54" X 75"			
EXCEEDING 54" X 75"			
MATTRESS COVERS PAPER OR PLASTIC			
CRATES & CONTAINERS			
PACKING AND UNPACKING CHARGES		→	
TOTAL CHARGES Bill MOMA		→	

DELIVERY ACKNOWLEDGMENT: THE ABOVE SERVICES WERE RENDERED AND THE PROPERTY DESCRIBED HAS BEEN RECEIVED IN GOOD CONDITION EXCEPT AS NOTED BELOW OR AS NOTED ON INVENTORY.

B/L

REC'D FOR STORAGE _____ (WAREHOUSE)
BY _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

CONSIGNEE E. Belich
DATE _____

MILBIN PRINTING, INC., 135 SCHMITT BLVD., FARMINGDALE, N.Y. 11735 ©1974
FORM NO. 2528

MEMORANDUM

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Exh 10.07 / ad Y - Guggenheim - WB

TRANSPORTATION ORDER

The Museum of Modern Art

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

5738

Date March 6, 1975

Memorandum to Receiving and Shipping Room:

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.

Hahn Brothers

79 Seventh Avenue

New York, New York

Date Received or Shipped

Please pick up one painting by Piet Mondrian (COMPOSITION, 1916) from the Guggenheim Museum (att: Shari Sommers) after 2:00 p.m. on Friday March 7, 1975 and deliver to the Museum of Modern Art, 20 West 54th St. (att: Eleanor Belich or Pete MacIntyre)

Thank you

estimate $33—

Done EB

Purpose Replacement painting for Mondrian owned by MOMA which is being loaned to Modern Masters exhibition

Ordered by

Eric B. Rowlison, Registrar

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1002.5

Ex-R 1002 / NY - Guggenheim

cc: Cora Rosevear, Charlotte Kantz, Wendy Burton

William Lieberman

William Rubin

March 6, 1975

Mondrian, Color Planes...

Dear Bill,

I have just received a memo from Cora in which she says that you "seem to know nothing about the possibility of having the Mondrian, Color Planes in Oval, for Australia." Perhaps you overlooked the second paragraph of my memo of February 13 to you in which I mentioned that, if I could have a certain Mondrian from the Guggenheim which fits chronologically in that slot in my installation, I would be willing to lend Color Planes to Australia, as, indeed, I am to Paris. I have still not received formal word from Dr. Svendsen, but she has assured me, as has Tom Messer, that the picture is available to us now.

Therefore, if you would like Color Planes, simply arrange with Cora that it be picked up and replaced by the Guggenheim painting.

Laura- I'm having Hahn pick this up 3/7/75, and our Mondrian will be coming down from view shortly thereafter.