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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Lists, Menos

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	MoMA Exhs.	1018a.2

PROTECTS: BENEDIT/41575

PROJECTS: LUIS FERNANDO BENEDIT

Checklist

November 14, 1972-
January 2, 1973

- Labyrinth for Mice (1972) 72.749
metal, metalwire, plexiglass, plastic, mice, food, water
each labyrinth: 3 5/8 x 27 3/4 x 27 3/4" d. (9.2 x 70.5 x 70.4 cm.) (irreg.)
assembled: 10 1/2 x 65 7/8 x 62 7/8" d. (16.6 x 167.1 x 159.5 cm.) including 3 small
plexiglass boxes (irreg.)
- Drawing for Labyrinth for Mice 1972 72.759
pencil, magic marker, gouache, enamel on yellow paper
sheet: 22 1/4 x 30" (56.3 x 76.2 cm.)
- Drawing for Labyrinth for Mice 1972 72.760
pencil, magic marker, gouache on buff paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)
- Drawing for Labyrinth for Mice 1972 72.761
pencil, magic marker, gouache on yellow paper
sheet: 22 1/8 x 30" (56.1 x 76.0 cm.)
- Drawing for Labyrinth for Mice 1972 72.762
pencil, magic marker, gouache, enamel on buff paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)
- Drawing for Labyrinth for Mice 1972 72.763
pencil, magic marker, gouache, enamel, collage (tracing paper) on yellow paper
sheet: 22 1/4 x 30" (56.5 x 76.2 cm.)
- Drawing for Labyrinth for Mice (1972) 72.764
pencil, magic marker, chalk on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.2 cm.)
- Phytotron: Hydroponic Environment for Plants (1972) 72.748
aluminum, plexiglass, purlite, gravel, pepper plants, plastic, fan
motor, lights, water
assembled: 90 7/8 x 201 3/4 x 80 3/4" d. (230.7 x 512.6 x 205.1 cm.) (irreg.)
at base: 90 7/8 x 192 3/8 x 64 1/2" d. (230.7 x 488.8 x 163.7 cm.)
- Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.734
pencil, pen & ink, magic marker, gouache, collage on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)
- Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.735
pencil, magic marker, gouache on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)
- Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.736
pencil, pen & ink, magic marker, gouache, collage on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)
- Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.755
pencil, pen & ink, magic marker, gouache, collage on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)

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Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.756
pencil, pen & ink, magic marker, gouache, enamel (?) on buff paper
sheet: 22 1/8 x 30" (56.0 x 76.0 cm.)

Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.757
pencil, magic marker, gouache, collage, chalk (?) on yellow paper
sheet: 22 1/8 x 30" (56.0 x 76.1 cm.)

Drawing for Phytotron: Hydroponic Environment for Plants 1972 72.758
pencil, pen & ink, magic marker, gouache, collage (tracing paper) on buff paper
sheet: 22 1/8 x 30" (56.1 x 76.0 cm.)

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The Museum of Modern Art

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

NO. 125
FOR RELEASE:
NOVEMBER 14, 1972

PROJECTS: BENEDIT / LISTS

PROJECTS: LUIS FERNANDO BENEDIT, an exhibition consisting of two man-made environments for living organisms and a selection of related drawings, will be on view from November 14 through January 2, 1973, at The Museum of Modern Art.

Born in Argentina in 1937, Luis Fernando Benedit currently lives in Buenos Aires, where he works as an architect. His early paintings, produced between 1961 and 1967, included images of animals as well as architectural and mechanical figures. In 1967 he began to work with these elements in a literal and direct way by constructing environments for animals and plants.

The Museum exhibition, organized by Bernice Rose, Associate Curator of Drawings, includes Benedit's "Phitotron," an environment for plants, and a labyrinth for white mice. Each work occupies a separate gallery on the Museum's first floor. The "Phitotron" is a closed environment containing 70 tomato plants and 56 lettuce plants, which are automatically supplied with light and a chemical growth formula. The environment for mice is also self-contained, consisting of a maze, food source, material for burrowing, and an enclosed area for sleeping.

Benedit's work contrasts the carefully constructed plexiglas technical system of the man-made environment with the natural system of the living organisms it circumscribes and modifies. Benedit rejects the static work of art; fluctuation and variation are central to his work. His environments permit the observation of growth, change and repetition in the patterns of living organisms over a period of time.

Among Benedit's previous environments was his "Biotron," an aluminum and plexiglas construction which housed 4,000 bees, shown at the 1970 Venice Biennale. The insects had the choice of feeding from artificial flowers which dripped sugar

(more)

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PROJECTS: LUIS FERNANDO BENEDIT is one of a series of exhibitions of recent work by contemporary artists, and is presented under the auspices of the Museum's International Council.

Further information available from Mark Segal, Assistant, and Elizabeth Shaw, Director, Department of Public Information, The Museum of Modern Art, 11 W. 53 St., New York, NY 10019. Phone: (212) 956-7296, -7501.

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PROJECTS BENEDIT MEMOS

Bernice Rose

Richard L. Palmer

February 8;, 1973

BENEDIT- drawings

Dear Bernice:

I learned after the fact that Benedit's drawings had not been returned to him along with the environments. Could you please advise when you expect to return them and at whose expense? Had they gone back with the rest of the shipment the costs would have been covered by the Argentine Ministry!

cc: Registrar ✓
Benedit file

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PROJECTS: BENEDICT / MEMOS

Bernice Rose

cc: Dick Palmer
FOUR MASTERS file

Betty Burnham

January 25, 1973

PROJECTS: BENEDICT EXH. -

Dear Bunny:

Now that you are back could we please have the following:

- 1) Checklist for exhibition
- 2) Loan form for drawings with list attached for our records

We will continue to insure the drawings on the Museum Exhibition Insurance Policy until we hear from you about their disposition.

Also, I understand that you know of an agent in Caracas that would be better than Escobar. Could you give us this information as we may be needing it for FOUR MASTERS and future ICE exhibitions.

cc: Bernice Rose, Registrar, BENEDICT-exhs

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PROJECTS: BENEDIT / MEMOS

Waldo Rasmussen

Richard Palmer

January 9, 1973

Invoice to Argentine Consulate

Dear Waldo:

Further to our conversation yesterday, I am attaching two machine copies of W. R. Keating's invoice (and our covering purchase order) for the incoming shipment of the Benedit environments from Buenos Aires to New York. My understanding is that the Argentine Ministry has agreed to cover the incoming air freight charges which amount to \$1,042.79. The balance of the bill is being covered by the account for the exhibition.

In checking with the Registrar and Finance I find, unfortunately, that we do not have a copy of the actual airwaybill which reflects the amount of the freight charge. I suspect this may be a necessary attachment to your letter to the Consulate. Let me know if you think you must wait until the copy comes in (we have asked Keating to check their files and to send us a copy) or if you can proceed with the attached material only. Many thanks for this follow-up.

✓
cc: Bernice Rose, Registrar, BENEDIT-memos

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PROJECTS: BENEDIT / MENUS

The Museum of Modern Art

cc. Richard Palmer

Bernice Rose

Laura Rosenstock

January 3, 1973

PROJECTS: BENEDIT EXH. - Drawings

Dear Bernice:

I have examined the Benedit drawings and there are no changes of any note. They are being returned to the Drawings Dept. Would you please let us know the disposition of these works.

1. Please do not unframe the Benedit drawings. They are to be brought to drawing storage glazed. Benedit indicated to me that he was sure that he would like the drawings to remain with the Museum. I will write to him to confirm this.
2. This case may be referred to All Tame Animal Agency. The person to contact there is Mr. Gruber or Miss Hamilton. The telephone number is 732-5865. I believe that if you call them they will come and get the mice on January 2.

cc: Arthur Beck
Dorothy Clarke
Fred Cohen
Matthew Dancy
All Tame
Richard Palmer
Laura Rosenstock

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PROJECTS: BENEDIT / MEMO

The Museum of Modern Art

To Betty Burnham
From Bernice Rose
Date December 26, 1972
Re Your Memo of December 19, 1972

1. Please do not unframe the Benedit drawings. They are to be brought to drawing storage glazed. Benedit indicated to me while he was here that he would like the drawings to remain with the Museum. I will write to him to confirm this. *to go to miss first (pending acc)*
2. The mice are to be returned to All Tame Animal Agency. The person to contact there is Mr. Gruber or Miss Hanrihan. The telephone number is 752-5885. I believe that if you call them they will come and get the mice on January 2³. *to come c. 9:00 a.m.*

B.R.

s

cc: Martha Beck
Danny Clarke
Fred Coxen
Matthew Donepp
Bill Farnie
Richard Palmer
Rahman Quachri

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PROJECTS: BENEDICT / MENOS

Bill Farnie and Danny Clarke

Betty Surshan

cc: Mr. Coxon
Mr. Donopp
Mr. Palmer
Mrs. Rose
Mr. Quachri

December 19, 1972

PROJECTS: BENEDICT EXH. - Dismantling and Packing (Project Order 4693 for Packing)

This will confirm the following schedule:

- 1) Tuesday, Jan. 2nd:
Empty box for environments to be delivered by Santini in a.m. and placed on hydraulic lift on loading dock; inner boxes to be removed and taken to Carpenter Shop by Registration Custodians
- 2) Wednesday and Thursday, Jan. 3rd and 4th:
Starting at 9:00 a.m.; drawings to be taken to unexamine and unglazed by Registration Custodians; environments to be dismantled by Productions Custodians and, if possible, taken to Carpenter Shop starting Thursday p.m. by Registration Custodians (otherwise, Friday morning, Jan. 5th)
- 3) Friday and Monday, Jan. 5th and 8th:
Danny to pack drawings in new box and environments in inner boxes in Carpenter Shop
- 4) Wednesday, Jan. 10th:
Inner boxes to be taken to loading dock in a.m. by Registration Custodians for packing by Danny into outer box

NOT TO BE
UNGLAZED

DRAWN, NOT
TO BE
PACKED

Service: Please confirm unglazing of drawings and exact consignment address

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PROJECTS: BENEDIT/ MEMO

Bernice Rose

Betty Burnham

November 29, 1972

PROJECTS: BENEDIT EXH.

Dear Bunny:

Just to remind you, we still need the following information:

- 1) Loan forms (or 1 loan form with list attached) for drawings.
- 2) Copy of checklist for the collection.

3) Exact consignment address for return shipment to Argentina.

I have spoken to him and she will be giving me all the information today to remove some of the items to the Northwest Gallery to make a full display of the intensity of the light. This may prove to be important.

I will have a couple of small signs with explanatory material about the collection and display that we will have with the items.

Yours truly,
Bernice Rose

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PROJECTS: BENEDIT/ MEMOS

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Tel. 958-6100 Cable: WMOART

NO. 125
FOR RELEASE:
NOVEMBER 16, 1972

Bernice Rose

PROJECTS: LUIS FERNANDO BENEDIT, an exhibition consisting of two man-made environments for living organisms and a selection of related drawings, will be

Richard L. Palmer

November 26, 1972 November 16 through January 2, 1973, at The Museum of Modern Art.

BENEDIT was in Argentina in 1937. Luis Fernando Benedit currently lives in Buenos

Aires, where he works as an architect. His early paintings, produced between

Dear Bernice,

1961 and 1967, included images of animals as well as architectural and mechanical. As I mentioned on the phone, I asked Benedit the sales prices of his drawings in case we receive any enquiries. He said they were all \$250. each since they were all the same size. Do you want to advise the information desk by means of a memo that the drawings are for sale and that any enquiries should be directed to you? I would do so myself only I have no way of knowing if you have already earmarked certain of them for the collection. Associate Curator of

We were able to get Benedit's per diem check issued quickly this morning and Rosette handed it to him so we are straight on that score. He also gave me an accounting of his expenses in fabricating the two environments which I will have translated and then discuss with you. I believe they turned out almost exactly in accordance with his estimates. Environment containing 70 tomato plants

I have spoken to Elise and she will try to spring one of the electricians today to remove some of the lamps in the Northwest Gallery in order to cut down on the intensity of the light. Riva very generously agreed to supervise. consisting

I will have a couple of small signs made cautioning viewers against touching the environment and dropping food or other small objects into it. hanging.

Benedit's work contrasts the carefully constructed plexiglas technical system

of the man-made environment with the natural system of the living organisms it cc: R. Koch, R. Castleman, Registrar, BENEDIT file

circumscribes and modifies. Benedit rejects the static work of art; fluctuation and variation are central to his work. His environments permit the observation of growth, change and repetition in the patterns of living organisms over a period of time.

Among Benedit's previous environments was his "Biotron," an aluminum and plexiglas construction which housed 4,000 bees, shown at the 1970 Venice Biennale. The insects had the choice of feeding from artificial flowers which dripped sugar

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PROJECTS: BENEDIT/ MEMOS

The Museum of Modern Art

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

NO. 125
FOR RELEASE:
NOVEMBER 14, 1972

PROJECTS: LUIS FERNANDO BENEDIT, an exhibition consisting of two man-made environments for living organisms and a selection of related drawings, will be on view from November 14 through January 2, 1973, at The Museum of Modern Art.

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The Museum exhibition, organized by Bernice Rose, Associate Curator of Drawings, includes Benedit's "Phitotron," an environment for plants, and a labyrinth for white mice. Each work occupies a separate gallery on the Museum's first floor. The "Phitotron" is a closed environment containing 70 tomato plants and 56 lettuce plants, which are automatically supplied with light and a chemical growth formula. The environment for mice is also self-contained, consisting of a maze, food source, material for burrowing, and an enclosed area for sleeping.

Benedit's work contrasts the carefully constructed plexiglas technical system of the man-made environment with the natural system of the living organisms it circumscribes and modifies. Benedit rejects the static work of art; fluctuation and variation are central to his work. His environments permit the observation of growth, change and repetition in the patterns of living organisms over a period of time.

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at the direction of a computer, or from actual flowers in a nearby garden. The bees preferred the artificial solution.

PROJECTS: LUIS FERNANDO BENEDIT is one of a series of exhibitions of recent work by contemporary artists, and is presented under the auspices of the Museum's International Council.

Further information available from Mark Segal, Assistant, and Elizabeth Shaw, Director, Department of Public Information, The Museum of Modern Art, 11 W. 53 St., New York, NY 10019. Phone: (212) 956-7296, -7501.

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PROJECTS: BENEDIT / MEMO

The Museum of Modern Art

To Betty Burnham
From Bernice Rose
Date October 25, 1972
Re Projects: Benedit: Pick-up of plants and planting material

We have to do the pick-up -- the greenhouse has no truck.

The address is: Association for the Help of Retarded Children (Greenhouse)
189 Wheatley Road
Brookville, New York
Telephone: (516) 626-1000
Attention: Nancy Walker

The plants should be picked up early on the morning of the 8th. They *10-10:30 a.m.*
will also supply a 50 pound bag of Perlite to be picked up at the same
time. I don't know how much space that takes up but there are 4-6 *1'8"2" x 10" each*
flats of plants which cannot be stacked. If necessary I'll call for
exact dimensions.

Thank you.

Trans. Order 5133 to Lebron

BR:rm
cc: Dick Palmer
Waldo Rasmussen
John Stringer

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BENEDIT/MOMA

Fred Coxen

Richard Palmer

October 5, 1972

PROJECTS: LUIS BENEDIT - framing

Dear Fred,

As you doubtless know, Bernice sent Chuck two brief memos on the 2nd requesting that 1.) a base be made in the shop for one of the Benedit environments and 2.) that the framing also be handled in the shop as she wants to use our "special passepartout."

I had originally thought that we might be unable to handle the mounting/framing work on this project in the shop owing to our previous commitments. Could we discuss this soon as we would have to make arrangements for an outside framer to handle the job if there is no way to cope with it in house. At present, we hope the drawing shipment will arrive here sometime next week, but it probably wouldn't clear customs and be registered until the following week - the week of October 16. The drawings would have to be ready for installation during the week of November 6. You will, of course, still be working on Arbus during this period as well as finishing up the ETCHINGS ETC. and DUBUFFET DRAWINGS jobs in the frame shop. Let me know what the prospects appear to be.

cc: Bernice Rose, Registrar, BENEDIT file, RP PENDING

2. Transport and erection of environments

Could you secure an estimate of the number of cases which will be required to contain the two environments? Also, if possible, the approximate dimensions and weights of the cases. Since we cannot at this point count on an outside agency to cover these costs, we must for the time being make provision to cover them within the project budget. (I assume Benedit will have already taken into consideration the fact that size limitations are involved in air freight shipments.)

Although I have not yet discussed this with the Registrar, I assume we would want to make arrangements for the shipment from LA to reach New York at least three weeks before our opening - this would entail an arrival date here of about October 11.

(continued)

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PROJECTS: BENEDIT / MEMOS

Susana Torre

Richard Palmer

September 11, 1972

PROJECTS: BENEDIT

Dear Susana,

I understand you will probably be calling Benedit in Buenos Aires shortly to confirm the amount of the advance he requires in order to begin construction of the two pieces for his show here. Since it is important for us to know very soon specifically what expenses will be involved in the overall project - in order to determine what funds will remain for other international projects during Fiscal 1972-73 - could I request that you attempt to secure answers to the following points:

1. Construction of environments

What is the revised estimate of total costs now that Benedit has secured a reduced rate for plexiglas and has the hope of securing other "materials discounts"?

(Also, did you reach an agreement with Benedit regarding financial details if the environments are sold at some point. Presumably, we should be able to recover at least a part of our expense - either in the form of a discount should the Museum acquire a piece - or as a refund if one should be sold to someone outside the Museum or to another institution.)

2. Transport and packing of environments

Could you secure an estimate of the number of cases which will be required to contain the two environments? Also, if possible, the approximate dimensions and weights of the cases. Since we cannot at this point count on an outside subsidy to cover these costs, we must for the time being make provision to cover them within the project budget. (I assume Benedit will have already taken into consideration the fact that size limitations are involved in air freight shipments!)

Although I have not yet discussed this with the Registrar, I assume we would want to make arrangements for the shipment from BA to reach New York at least three weeks before our opening - this would entail an arrival date here of about October 22.

(continued)

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The Museum of Modern Art

Memo to: Susana Torre

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3. Installation of the exhibition

Do you already know what special requirements the installation of the pieces here might have. Will they be completely operable after they are assembled or will special equipment have to be purchased in New York. I assume we will have to acquire the "rats" here - how much does this involve. Also, what will maintenance of the exhibition involve?

DICK K.
BEING
CONSULTED

Please let me know in advance of your telephone call if you have questions about any of these points. I am hoping we may be able to get together with Bernice and Waldo early this week to go over the whole project so we can work out a detailed work schedule.

cc: Ms. Rose, Mr. Rasmussen, Mr. Stringer, Registrar, PROJECTS: BENEDIT

(Sept. 10 1972)

(Sunday or Monday 10/1/72)

Put up Monday Sept 11 1972

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Eph. Projects Benedict
Mans

The Museum of Modern Art

To Fred Bocchi
From David Vance ✓
Date August 28, 1972
Re Hygrothermograph

cc: Mr. Froom
Mr. Mayo
Mr. McShine
Mrs. Rose
Mr. Stringer
Mrs. Torre

Because of special requirements of a Projects exhibition in November, we need hygrothermograph readings for a few days or ^a week from the Northwest and Far West Galleries.

Before I leave for vacation I will carefully recalibrate the two machines that are now in the mezzanine. When The Schwitters show is dismantled, please put one of these machines, with a fresh chart, on a pedestal or table in the Far West Gallery (not in direct sunlight from the window) and the other in the Northwest Gallery. Both must be in areas roped or screened off from the public.

Let the machines run there until the space is needed for the next installation but not longer than one full week. Then return them to the mezzanine and give the charts directly to Bernice Rose. Thank you.

(Sept. 10 OR 11)
(Few Days OR A week)
(Sunday or Monday night.)

Put up Monday Sept. 16 1972

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Engh. Projects Benedict
Mans

The Museum of Modern Art

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From David Vance ✓
Date August 28, 1972
Re Hygrothermograph

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Mr. Mayo
Mr. McShine
Mrs. Rose
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Mrs. Torre

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Put up Monday Sept. 16 1972

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PROJECTS: BENEDIT/MEUO

The Museum of Modern Art

To DAVID VANCE **cc:** Tony Mayo
Kynaston McShine
John Stringer
Susanna Torre
From Bernice Rose
Date August 22, 1972
Re Temperature and Humidity NW and Far West Galleries

For an upcoming projects show -- work of Luis Benedit -- the artist has requested a reading on the temperature and humidity in the NW and Far West galleries. He needs both day and night readings. Would it be possible to install some measuring device for about a week so that we can get that information to him as quickly as possible?

Thank you.

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Projects: Benedikt / Memo

Bernice Rose

Richard Palmer

May 8, 1972

PROJECTS: BENEDIT

Dear Bernice,

C
O
P
Y

This will follow-up our brief telephone conversation of last week when I advised you we would probably want to adjust the dates of the BENEDIT exhibition here slightly. I have now spoken to both Waldo and Kynaston about it, and since you also agreed in principle, have changed the opening date to November 13, 1972. This will make it possible to open the exhibition officially during the International Council's Fall Meeting which is especially appropriate since they are funding it. Although the closing date may be adjusted slightly, I think for the present we should count on keeping the show up through January 2, 1973.

Since you will be directing the exhibition, I would appreciate it if you would be in touch with Benedikt to advise him of the change in dates as soon as possible so that he may plan accordingly.

You know that Waldo mentioned, in his letter to Benedikt of March 23, that we would need to secure sufficient advance information to make a realistic budget estimate for the project. The International Council has agreed to provide a specified sum for the year (which is to cover 3 or 4 projects) so it is especially important to be able to consider the probable costs of the Benedikt project (which will probably be more expensive than average) in light of the overall budget. Is it still too early or do you think you could press him a bit at this time for more details about the contents of the show? Let me know if you want to discuss this before you write.

cc: Mrs. Stern, Mr. Rasmussen, Mr. McShine, BENEDIT

Registrar ✓

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Correspondence

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

PROJECTS: BENEDIT / BENEDIT

The Museum of Modern Art

11 West 53 Street, New York, N.Y. 10019 Circle 5-8900 Cable: Modernart

January 22, 1973

Betty Burnham ✓
Susan Perle
Michael Falner
Joan Stringer
Walter Dillman

Mr. Luis Fernando Benedit
Ing. Huergo
1191, 4 Piso
Buenos Aires, Argentina

Dear Luis:

I came back to work last week and found your letter. I am glad all is well. The show went smoothly after you left -- the plants grew a little, the mice grew. What was most interesting in a way was how, in spite of the careful structure, the mice managed to find their own paths and ignore the pre-arranged ones. Reactions here were very positive among younger members of the staff and public, but there were people who found the mouse environment cruel and were disturbed by it (they were a minority, however). We still wait for critical reviews, but for these shows they frequently appear quite late.

While you were here you mentioned that the drawings could remain in the Museum. Did you mean that we could add them to the collection? We would like very much to do that. We are always particularly interested in drawings that relate to Museum exhibitions and would be very pleased to have these.

I am recovering well. We spent two weeks in Caracas resting in the sun and that was a great help. I am happy that you are busy and that Monica and the children are well.

Abrazos,

BR/s

cc: Martha Beck
Betty Burnham ✓

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

PROJECTS: BENEDICT/ BENEDICT

The Museum of Modern Art

11 West 52 Street, New York, N.Y. 10019 Tel. 924-6100 Cable: MAMARTNY

cc: Betty Burnham ✓
Susanna Torre
Richard Palmer
John Stringer
Waldo Rasmussen

Sept. 27, 1972

Dear Luis,

I think it is probably better to follow the procedure we suggested in the last letter when you send the drawings. Everything has to pass through customs and the procedure for getting mailed drawings through customs is almost the same as the one we outlined -- only more complicated -- and mail is not really as safe. I enclose mailing instructions just so that you can see for yourself. It would really be too bad if a tube of drawings was delayed in the mails or got crushed and we have known that to happen.

We are looking for a place for you. I am not optimistic about finding a place near the Museum. This area has few living places and the few there are are very much in demand and very expensive. I did call the Chelsea Hotel. A great many artists stay there and find it very agreeable. You would have to use a bus or subway to come to the Museum but they have studio rooms with kitchens and baths and could give us a weekly rate of \$85 or slightly higher. We will keep looking though -- we may have great luck.

See you soon,

The last time we talked on the telephone was whether you would prefer to have the galleries painted white or have some color in them. The white would be preferable.

Bernice Rose

Associate Curator

Bernice Rose

P.S. We just heard from the owner of the place and we have no problem with them.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

PROJECTS: BENEDICT, BENEDICT
Registrar

The Museum of Modern Art

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

September 22, 1972

Dear Luis,

I'm a little confused about the tomato and lettuce plants. Do you mean they should be 25 cms high when we get them or do you want plants that have just sprouted from the seeds and will grow to 32x 25 cms after 30 to 40 days? Please answer immediately because we have to let the greenhouse know when to begin growing them. I have no idea about plants at all since I've never even lived in a house and never grown anything except some ivy on a windowsill!

I've located some white mice and I'm waiting to hear from the Board of Health whether we need any special permits to have white mice in a public place. We also have to get some sort of cooperation from the Society for the Prevention of Cruelty to Animals but it doesn't look like that will be difficult since they helped me to find the mice.

Mr. Gonzalez del Saclar brought the drawings today and we're very happy with the way the project looks. We hope that there will be some more drawings coming.

One thing we forgot to ask on the telephone was whether you would prefer to have the galleries painted white or have some color in mind. For us, white would be preferable.

Abrazos,

Bernice

Bernice Rose

P.S. I've just heard from the Board of Health and we have no problems with them.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Project: Benedite/Benedite

cc: Susanna Torre
Waldo Rasmussen
John Stringer
Registrar
Dick Palmer

August 31, 1972

Dear Luis: *WHO?*

The press-clippings arrived yesterday and will be a great help -- Thank you.

The heat does not get turned off at night. We have a constant control system which is supposed to maintain the galleries at more or less the same temperature and humidity level at all times. The problem is that it is not totally dependable and there can be variations. For example, the temperature and humidity fluctuate when there are a lot of people walking through the galleries and the lights are on. At night there is no one and the lights are off. The system has to adjust. Sometimes it adjusts better than other times. Also there is the problem of opening and closing doors which creates drafts that the system finds hard to handle. All this can probably be accommodated by your system but you have to know the variations -- usually they are not too great. Therefore I have asked the engineers to install a meter in the galleries. Unfortunately they cannot put one in until September 11 but as soon as we have a few days readings I will send you the information.

Our Curator of Drawings, Bill Lieberman, brought back two drawings from your Munich show; one is the rat labyrinth. May we photograph it and use it for publicity for the show? We don't have a meeting for purchases until October but in the meantime I have been trying to speed up payment to you for the last two drawings. The new ones are very beautiful and I'm looking forward to seeing the ones you will ~~bring~~ bring for the show.

Waldo is away for a week and has not seen your letter yet but John Stringer will make sure he sees it first thing next week. John and I saw the "toy" you made for Bonniers and liked that, too.

I'm glad you feel easier and are working hard. Best to everyone -- it isn't too long until we see you here.

Bernice Rose

*to be imported { 2-3 Plexiglass constructions (dismountable)
from Argentina { s. ? drawings*

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

PROJECTS: BENEDIT/BENEDIT

cross-reference

see also IMPORTS/EXPORTS

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

PROJECTS: BENEDET / GREENHOUSE

October 10, 1972

Mr. Stanley Javits
Greenhouse
Association for Retarded Children
189 Wheatley Road
Brookville, New York

Dear Mr. Javits:

You will recall that we spoke on the telephone about two weeks ago in reference to some plants that the Museum needs for an exhibition in November. I now have detailed information and would appreciate it if you would begin to grow the following which we will need on November 7, 1972:

85 cherry tomato plants which should be 10 to 12 inches high on November 7th, and 70 lettuce plants, preferably variety lettuce sativa (L.) also to be 8 to 10 inches high on November 7.

If you do not have the variety mentioned, please use another type. What's important is that the lettuce be of a very green type and be a very hardy variety that will not be a problem in transplanting. The same is true of the tomatoes. I would appreciate it very much if you would call me at 956-2665 to confirm this. I also wonder if it would be possible for you to supply us with perlite. We need 7 cubic meters of the coarse grain variety.

Could you also please give me a price estimate when you telephone?

I look forward to hearing from you.

Many thanks,

BERNICE ROSE
Associate Curator

BRRM
cc: Richard Palmer
Susana Torre
Registrar
Fred Coxon
Bernice Rose

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The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	MoMA Exhs.	1018a.2

TRANSPORTATION ORDER

The Museum of Modern Art

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

5133

Date October 29, 1972

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.

Lebron Brothers, Inc.

57-19 32nd Avenue

Woodside, N.Y.

Date Received
or Shipped

For collecting the following from the Greenhouse (Assoc. for the Help of Retarded Children, Att.: Nancy Walker), 189 Wheatley Road, Brookville, N.Y. (516-626-1000), on Wednesday morning, November 8th, between 10:00-10:30, and delivering them to the museum at 20 West 54th St.:

4-6 flats of plants (c. 18x10" each)
1 50 lb. bag of Perlite

MUSEUM OF MODERN ART	
ORDER NO.	
CHARGE	
CHECKED	
REG. #	PG. #
APPROVED	
PAID	12-7-72
CHECK NO.	43004

ESTIMATE FOR INTERNAL USE ONLY: \$51.

Return to David Vance

Purpose for exhibition PROJECTS: BENEDIT

Ordered by David Vance, Registrar

<input type="checkbox"/> CLOSED	TERMS: CASH - CERTIFIED	TOTAL	WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE INVENTORY
<input type="checkbox"/> PT. OUT	OR BANK CHECK - MONEY	PREPAYMENT	CONSIGNEE <i>David Vance</i>
<input type="checkbox"/> ADD TO LOT	ORDER OR - P.O. BY COM-	BAL. DUE	DATE OF DELIVERY <u>112173</u>
	MERCIAL ACCT.		

2

SHIPPER (ORIGIN)

PO 8112

PRO- 30249

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The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	MoMA Exhs.	1018a.2



NON-NEGOTIABLE

UNIFORM HOUSEHOLD BILL OF LADING AND FREIGHT BILL

ICC NO. 52022 ONTARIO DEPT. TRANS. X-684
 NYPSIC NO. 1202 ILL. CC 1566 MC
 NYPSIC-C2 MT-NYC 749
 FLA. PUC NO. 573
 CONN. PUC C-856

LOADING DATE	VAN NO.	DRIVER
1-2-73	252	Tedeschi

SHIPPER: MOMA 5143
 C/O: 3rd FLOOR 49th STREET
 ADDRESS:
 FLOOR APT PHONE:
 CITY:

CONSIGNEE: MOMA
 C/O:
 ADDRESS: 20 WEST 54th STREET
 FLOOR APT PHONE:
 CITY: NYC

FROM LOT NO. REG. ☐ SIT. ☐ DELIVERY TO STG. IN TRANSIT ☐ ORIGIN ☐ DESTINATION

PROPERTY TENDERED SUBJECT TO ORDER FOR SERVICES, IF ANY, AND SUBJECT TO ALL RULES, REGULATIONS, RATES AND CHARGES IN APPLICABLE TARIFF CURRENTLY IN EFFECT ON THE DAY OF LOADING AND TO ALL TERMS PRINTED, WRITTEN, STAMPED OR TYPED ON THE FRONT OR/AND BACK OF THIS FORM WHICH ARE AGREED TO BY BOTH PARTIES (CONTENTS AND CONDITION OF CONTENTS OF PACKAGES UNKNOWN.)

TARIFF	IE	SECT	II	SOL. NO.	<input type="checkbox"/>	OTHER	AM*BT
MILES	C.F.	EST. NO.	<input type="checkbox"/>	HOUSE	<input type="checkbox"/>		

INSTRUCTIONS:
 ONE ART CASE

BILL OF LADING NO.

2- 302 49

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GROSS TRANS. RATE
 TARE ADD'L. TRANS. CHG. ORIGIN
 NET DEST.
 AS LB. MIN. TOTAL RATE
 CARTAGE TO/OR FROM STG. OR SIT
 EXTRA P/U OR DELIVERIES EA.
 START 8:30 AM
 FINISH 10:30 AM
 LESS LUNCH
 TOTAL + TRAVEL 3/4 - TOTAL HOURS @ 40.25
 PIANO CHG.
 HOIST
 TOLLS
 EXTRA LABOR MEN HRS. @ HRS. PER MAN

QUAN.	PRELIMINARY PACKING/MATERIALS	RATE	CHARGES
	DISH PACKS PACKED		
	DISH PACKS FURN.		
	BOXES, WOODEN		
	BOXES, WOODEN		
	CARTONS		
	CARTONS		
	CARTONS		
	CARTONS SUPPLIED		
	CARTON (MATTRESS)		
	WARDROBES		
	CRATES (MINIMUM)		
	CRATES		
TOTAL PACKING ►			

STG. IN TRANS (30 DAYS OR FRACTION) PER CWT.
 WAREHOUSE HANDLING IN/OUT @ \$
 STG. MO. (S) TO @ \$ PER MO.
☐ TRANSIT INS. \$ @ PER MO.
☐ DEPOSIT. INS. \$ @ PER MO.
☐ MARINE INS. \$ @
☐ VALUATION \$ @
☐ ADD'L SERVICE ☐ APPLIANCE ☐ RUGS ☐ DOCUMENTATION

ADVANCES PER ATTACHED BILL

BILL	MOMA	BAL. DUE ON STG.
LOT NO.	TERMS: CASH - CERTIFIED OR BANK CHECK - MONEY ORDER OR - P.O. BY COM- MERCIAL ACCT.	TOTAL PREPAYMENT BAL DUE
<input type="checkbox"/> NEW <input type="checkbox"/> CLOSED <input type="checkbox"/> PT. OUT <input type="checkbox"/> ADD TO LOT		

SPECIAL SERVICE ORDERED BY SHIPPER

MOVING AT WEIGHT OF: LBS.
 ACTUAL WEIGHT: LBS.
☐ EXPEDITED SERVICE ☐ COMPLETE OCCUPANCY
 DATE - HR: LOAD DELIVERY
☐ EXCLUSIVE USE OF VEHICLE CU. FT.
☐ SPACE RESERVATION CU. FT.

I HEREBY AGREE TO ALL TERMS AND CONDITIONS ON THIS BILL OF LADING, FRONT AND BACK HEREOF, AND ACKNOWLEDGE HAVING RECEIVED A COPY OF THE "GENERAL INFORMATION CIRCULAR" AS PRESCRIBED BY THE INTERSTATE COMMERCE COMMISSION IN RULE NO. 176.12.

SIGN AT ORIGIN
 CARRIER
 SANTINI BROS., INC.
 DRIVER

COLLECT SHIPMENTS MUST BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK PAYABLE TO SANTINI BROS., INC. ALL CHARGES SUBJECT TO AUDIT AND IF NECESSARY WILL BE CORRECTED BY REFUND OR ADDITIONAL BILL.

CONSIGNEE WILL PLEASE CHECK ONE THAT APPLIES AND SIGN

☐ UNPACKING SATISFACTORY ☐ UNPACKING NOT DESIRED
 SERVICES ORDERED AS DESCRIBED HEREIN WERE PERFORMED AND SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE INVENTORY.
 CONSIGNEE
 DATE OF DELIVERY 1/2/73

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	MoMA Exhs.	1018a.2

Project: Benedetti/Santini
TRANSPORTATION ORDER

The Museum of Modern Art

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

5143

Date December 18, 1972

Memorandum to Receiving and Shipping Room:

Seven Santini Brothers

447 West 49th Street

New York, N.Y. 10019

Attn.: Mr. Dan Roberts

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.

For collecting one empty box (71"h. x 102 1/4"w. x 81 1/2"d. (irreg.)) on the 3rd floor of the warehouse for the PROJECTS: BENEDIT EXH. and delivering it to the museum, 20 West 54th St., on Tuesday, January 2nd, before 12:00 noon. The box is to be placed on the hydraulic lift on the loading dock.

ESTIMATE FOR INTERNAL USE ONLY: \$100.

Date Received
or Shipped

c.c. Mr. Kobayashi

Purpose For packing exhibition for return to lender

Ordered by David Vance, Registrar

<input type="checkbox"/> NEW <input type="checkbox"/> CLOSED <input type="checkbox"/> PT. OUT <input type="checkbox"/> ADD TO LOT	TERMS: CASH - CERTIFIED OR BANK CHECK - MONEY ORDER OR - P.O. BY COM- MERCIAL ACCT.	BAL. DUE ON STD. TOTAL PREPAYMENT BAL. DUE	SERVICES ORDERED AS DESCRIBED HEREIN WERE PERFORMED AND SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE INVENTORY. CONSIGNEE DATE OF DELIVERY
2	SHIPPER (ORIGIN)	PD 8112	PRO- 23227

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ICC NO. 52022 ONTARIO DEPT. TRANS. X-684
NYPSC NO. 1202 ILL. CC 1566 MC
NYPSC-C2 MT-NYC 749
PLA-PUC NO. 573
CONN PUC C-356

LOADING DATE

11-13-72

VAN NO.

252

DRIVER

J. Federick

SHIPPER: MOMA TO #5135

C/O:

ADDRESS: 20 WEST 54th STREET

FLOOR

APT.

PHO 956-6100

CITY:

NYC

CONSIGNEE:

C/O: 3rd FLOOR WHSE - MOMA

ADDRESS:

FLOOR

APT.

PHONE

CITY:

FROM LOT NO

REG. ☐ SIT. ☐

DELIVERY TO STG. IN TRANSIT

☐ ORIGIN ☐ DESTINATION

PROPERTY TENDERED SUBJECT TO ORDER FOR SERVICES, IF ANY, AND SUBJECT TO ALL RULES, REGULATIONS, RATES AND CHARGES IN APPLICABLE TARIFF CURRENTLY IN EFFECT ON THE DAY OF LOADING AND TO ALL TERMS PRINTED, WRITTEN, STAMPED OR TYPED ON THE FRONT OR/AND BACK OF THIS FORM WHICH ARE AGREED TO BY BOTH PARTIES (CONTENTS AND CONDITION OF CONTENTS OF PACKAGES UNKNOWN)

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MILES: C.F. EST. NO. ☐ HOUSE AM*BT

INSTRUCTIONS

ONE ART CASE * PER ATTACHED

GROSS TRANS RATE
TARE ADD'L TRANS CHG. ORIGIN
NET DEST.
AS LB. MIN. TOTAL RATE
CARTAGE TO/OR FROM STG. OR SIT
EXTRA P/U OR DELIVERIES EA.
START 4158
FINISH 1 VANS 3 MEN
LESS LUNCH
TOTAL + TRAVEL 3/4 - TOTAL HOURS @ 40.25
PIANO CHG.
HOIST
TOLLS
EXTRA LABOR MEN HRS. @ HRS. PER MAN

BILL OF LADING NO.

4-232 27

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QUAN.	PRELIMINARY PACKING/MATERIALS	RATE	CHARGES
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	DISH PACKS FURN.		
	BOXES, WOODEN		
	BOXES, WOODEN		
	CARTONS		
	CARTONS		
	CARTONS		
	CARTONS SUPPLIED		
	CARTON (MATTRESS)		
	WARDROBES		
	CRATES (MINIMUM)		
	CRATES		
TOTAL PACKING ►			

STG. IN TRANS (30 DAYS OR FRACTION) PER CWT.
WAREHOUSE HANDLING IN/OUT @ \$
STG. MO.(S) TO @ \$ PER MO.
☐ TRANSIT INS. \$ @
☐ DEPOSIT. INS. \$ @ PER MO.
☐ MARINE INS. \$ @
☐ VALUATION \$ @
☐ ADD'L SERVICE ☐ APPLIANCE ☐ RUGS ☐ DOCUMENTATION

ADVANCES PER ATTACHED BILL

BILL MOMA 00001-401

☐ NEW
☐ CLOSED
☐ PT. OUT
☐ ADD TO LOT

TERMS: CASH - CERTIFIED
OR BANK CHECK - MONEY
ORDER OR - P.O. BY COM-
MERCIAL ACCT:

BAL. DUE ON STG.

TOTAL

PREPAYMENT

BAL. DUE

SIGN AT ORIGIN

CARRIER

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CONSIGNEE WILL PLEASE CHECK ONE THAT APPLIES AND SIGN

☐ UNPACKING SATISFACTORY

☐ UNPACKING NOT DESIRED

SERVICES ORDERED AS DESCRIBED HEREIN WERE PERFORMED AND SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE INVENTORY.

CONSIGNEE

DATE OF DELIVERY

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PROJECTS: BENEDIT/SANTINI

TRANSPORTATION ORDER

The Museum of Modern Art

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

5135

Date November 8, 1972

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.

Seven Santini Brothers

447 West 49th St.

New York, N.Y. 10019

Att.: Dan Roberts

Date Received
or Shipped

For collecting a box for the following from the museum on Monday, November 13th, and delivering it to the 3rd floor at the warehouse: (Att.: Mr. Kobyashi)

72.748-749 Benedit: (2 Environments)

Box size: 72"h. x 102 1/4"w. x 81 1/2"d. (irreg.)

ESTIMATE FOR INTERNAL USE ONLY: \$120.

Purpose temporary box storage for PROJECTS: BENEDIT EXH.

Ordered by David Vance, Registrar

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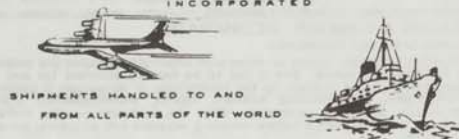
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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

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90 BROAD STREET • NEW YORK, N. Y. 10004

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CORRESPONDENTS
THROUGHOUT THE WORLD
F. M. C. LIC. NO. 190

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK, NEW YORK 10019

A/C #159250

DATE **January 22, 1973**

OUR REF. NO. **49127**

YOUR REF. **P.O. #08970**

SHIPMENTS HANDLED SUBJECT TO
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ON REVERSE SIDE HEREOF.

NO. OF PACKAGES 1 CASE	CONSIGNEE MINISTERIO DE RELACIONES EXTERIORES Y CULTO	CARRIER FLETERO	DEPARTED
	INLAND FREIGHT		
	CARTAGE TO WAREHOUSE		
	CARTAGE TO STEAMER OR AIRPORT	141	92
	STORAGE		
	COLLECTING AND PACKING		
	CONSULAR BLANKS		
	CONSULAR FEES		
	PREPARATION OF CONSULAR INVOICE		
	OCEAN OR AIR FREIGHT COLLECT		
	CUSTOMS CLEARANCE		
	PREPARATION OF BILLS OF LADING AND HANDLING		
	DOCUMENTATION AND HANDLING	35	00
	INSURANCE		
	ARRANGING	2	26
	POSTAGES		
	ADVANCING AND/OR COLLECTION CHARGES		
	SENDERS INVOICE		
	MESSENGER AND PETTIES		
	BANKING SERVICES		
	AID DOCUMENTATION		
		179	18

THESE ITEMS REPRESENT PRINCIPALLY CASH ADVANCED FOR YOUR ACCOUNT AND INCLUDE OUR
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	MoMA Exhs.	1018a.2

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(SPACES IMMEDIATELY BELOW FOR SHIPPING MEMORANDUM - NOT PART OF BILL OF LADING)

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CAR NUMBER-REFERENCE

FORWARDING AGENT-REFERENCES

W. R. KEATING & CO., INC. 90 BROAD ST., N.Y.C. 10004 FMC 190 REF: 49127/AS

EXPORT DEC. NO.

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(Continued from over page)

SHIPPER

CONSULATE GENERAL DE LA REPUBLICA ARGENTINA

CONSIGNEE TO ORDER OF

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

ADDRESS ARRIVAL NOTICE TO (Without Liability to Carrier—See Clause 18 Hereof) ALSO NOTIFY

SAME AT: BUENOS AIRES
ARGENTINA

VESSEL

VOYAGE NO.

FLAG

PIER

PORT OF LOADING

PORT OF DISCHARGE (Where goods are to be delivered to consignee or on order)
FROM SHIP

FOR TRANSHIPMENT TO (If goods are to be transhipped or forwarded at port of discharge)

BUENOS AIRES

PIER 2 PORT ARGEN. BRYTN NEW YORK

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	
			KILOS	POUNDS
M O M A		FREIGHT COLLECT		
BUENOS AIRES				
1	1	CASE - CONSTRUCTIONS		2643 #

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"The vessel has not verified the weight of the goods, neither is this done at the port of destination. What this Bill of Lading indicates is a unilateral declaration of the shipper and the carrier is not responsible for any difference in the weight of the goods for ultimate destination."

Diversion Contrary to U.S. Law Prohibited

cf. @ per 40 cub. ft.

cf. @ per 40 cub. ft.

cf. @ per 40 cub. ft.

lbs. @ per 2240 lbs.

lbs. @ per 2240 lbs.

IN WITNESS WHEREOF, the master or agent of the said vessel has signed three Bills of Lading, all of this tenor and date, and if one is accomplished, the others shall be void.

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Dated at

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Received from the shipper, the goods or packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named herein and/or such other port or place as authorized or permitted hereby, or so near thereunto as the ship can get, lie and leave, always in safety and afloat under all conditions of tide, water and weather, and there to be delivered to consignee or on-carrier on payment of charges due thereon. Any increase in harbor dues, port dues, charges and/or taxes in excess of those charges herein, or any new taxes, charges and/or harbor or port dues which may be levied at port of destination subsequent to the issuance of this bill of lading are for account of the cargo.

1. It is agreed that the receipt, custody, carriage, delivery and trans-shipping of the goods are subject to the terms appearing on the face and back hereof and also to the terms contained in the carrier's regular long form bill of lading, used in this service, including any clauses presently being stamped or endorsed thereon which shall be deemed to be incorporated in this bill of lading, which shall govern the relations, whatsoever they may be, between shipper, consignee, carrier and ship in every contingency, wheresoever and whensoever occurring and whether the carrier be acting as such or as bailee, and also, in the event of, or during deviation, or of conversion of the goods. The terms of this bill of lading shall not be deemed waived by the carrier except by written waiver, signed by a duly authorized agent of the carrier. Copies of the carrier's regular long form bill of lading and clauses presently being stamped or endorsed thereon are available from the carrier on request and may be inspected at any of its offices or its agents offices.

2. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936 and to the terms of the aforesaid long form bill of lading.

(TERMS OF THE BILL OF LADING CONTINUED OVERPAGE)

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11 WEST 53rd STREET
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INTENDED FOR -OUR REF. NO. 49127

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All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignee, transferor or transferee of the shipments, will be handled by W. R. Keating & Company, Inc., 90 Broad St., New York, N. Y. 10004 (hereinafter called the "Company") on the following terms and conditions:

1. Services by Third Parties. Unless the Company carries, stores or otherwise physically handles the shipment, and the loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 8 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

2. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Customer to the Company that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services.

4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

5. Duty To Furnish Information. (a) On an import at a reasonable time prior to entering of the goods for U. S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U. S. Customs entry and, also, such further information as may be sufficient to establish the dutiable value, the classification and admissibility pursuant to U. S. law or regulation. If the Customer fails in a timely manner to furnish such information in proper form and other documents necessary or useful in the preparation of the U. S. Customs entry and, also, such further information as may be sufficient to establish the dutiable value, the classification and admissibility pursuant to U. S. law or regulation, the Company shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer and the Customer shall be deemed to have authorized the Company to execute such undertaking. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U. S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraph 8. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense, including attorneys fees, resulting from any inaccuracy or omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

6. Declaring Higher Valuation. Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes, and the goods will be delivered to the truckers, etc., subject to the limitation of liability set forth herein in paragraph 8 with respect to any claim against the Company and subject to the provisions of paragraph 2 above.

7. Insurance. The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance company or other underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance policy received by the Company. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. Limitation of \$50 Per Shipment. The Customer agrees that the Company shall in no event be liable for any loss, damage, expense or delay to the goods resulting from the negligence or other fault of the Company for any amount in excess of \$50.00 per shipment (or the invoice value, if less) and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option of paying a special compensation to increase the liability of the Company in excess of \$50 per shipment in case of any loss, damage, expense or delay from causes which would make the Company liable, but such option can be exercised only by specific written agreement made with the Company prior to shipment, which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed.

9. Presenting Claims. In no event shall the Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefor shall be presented to it at its office within one hundred eighty (180) days from date of exportation or importation of the goods in a written statement to which sworn proof of claim shall be attached. No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within six (6) months after presentation of the said claim, as above provided. No agent or employee of the Company shall have authority to alter or waive any of the provisions of this claim.

10. Liability of Company. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage expense or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for damages arising from loss of profit.

11. Advancing Money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same was previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.

12. Indemnification For Freight Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for ocean or other freight duties, fines, penalties, liquidated damages or other charges due and payable on a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

13. Sale of Perishable Goods. Perishable goods or live animals to be exported or which are cleared through customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of without any notice to the Customer, owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event that any shipment is refused or remains unclaimed at destination or any transshipment point in transit, it is returned to the Customer, who shall nevertheless pay the Company for all charges and expenses in connection therewith. Nothing herein contained shall obligate the Company to forward or enter or clear the goods or arrange for their disposal.

14. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

15. General Lien on Any Property. The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company in connection with any shipments of the Customer upon ten (10) days written notice, registered mail (R.R.), to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

16. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. In any referral for collection or action against the Customer for monies due to the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

17. Picking Up Shipments Or Samples. The Company shall not itself be obligated to pick up a shipment from a carrier or a sample from U. S. Customs. Should the Company render such a service for and on behalf of the Customer, the Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of the Company or its employee and the loss or damage is caused by the negligence or other fault of the Company or its employee, in which event the limitation of liability set forth in paragraph 8 herein shall apply.

18. No Responsibility For Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of U. S. Customs, the regulations of the U. S. Food and Drug Administration and all other requirements of law or official regulations. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

19. Loss, Damage or Expense Due To Delay. Unless the services to be performed by the Company on behalf of the Customer are unduly delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay, in the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraph 8 above.

20. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of New York. Unless otherwise consented to in writing by the Company, no legal proceeding against the Company may be instituted by the Customer, its assigns, or subrogee except in the City of New York.

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The Museum of Modern Art

to be collected Mon Jan 15th
insurance reported 1-15-73

cc: Mr. Farnie
Mr. Palmer
Mr. Quachri
Mr. Rasmussen
Ms. Rose

January 3, 1973

SHIPMENT: Consulate General of the Republic of Argentina
New York, N.Y.

Mr. Albert Sorrentino
W.R. Keating & Co.
90 Broad Street
New York, N.Y. 10004

Re: Exhibition PROJECTS: BENEDIT

MoMA/Buenos Aires I - 6'6" x 8'6" W. x 8'2" D. 2,543 lbs.
Dear Mr. Sorrentino:

Enclosed are six copies of our invoice for 1 box marked MOMA/BUENOS AIRES I containing two environments by Benedit. The shipment is to be forwarded on the SS. FLETCHER (scheduled to leave January 15th) for the Consulate General of the Republic of Argentina and consigned to the Ministerio de Relaciones Exteriores y Culto for delivery to the artist-owner in Buenos Aires. These works were imported for us by you in October of 1972 (your Reference no. 02474). ship left Jan. 16th

The box will be ready for collection from the museum, 20 West 54th St., starting Friday, January 12th. Will you please let us know the bill of lading number so we can arrange transit insurance. 625

Please bill us for cartage and your services only under our Purchase Order no. 08970 which will be mailed to you under separate cover. Ocean freight should be made payable at destination.

Sincerely yours,

Laura Rosenstock
Assistant to the Registrar

P.S. This will also confirm that you will be sending 2 men on the truck including the driver. there was only 1 man.

Enclosures (6)
Copy to Argentine Consulate
Benedit
Ministerio de Relaciones Exteriores y Culto

These works were imported for temporary exhibition in the U.S. and are now being returned to their owner, Luis Fernando Benedit, in Argentina.

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The Museum of Modern Art

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

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New York, N.Y.

CONSIGNED TO: Ministerio de Relaciones Exteriores y Culto
Buenos Aires, Argentina

Moma/Buenos Aires I 6'h. x 8'6"w. x 8'2"d. . 2,643 lbs.

72.748 Benedit: Fitotron, Aluminum, plexiglass, plastic \$3,000.

72.749 Benedit: Labyrinth for Mice, Metal, wire, plexiglass, plastic \$1,500.

These works were imported for temporary exhibition in the U.S. and are now being returned to their owner, Luis Fernando Benedit, in Argentina.

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BENEDIT/Import/Argentina

DATE **NOVEMBER 21, 1972**

OUR REF. NO. **02474**

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1. Services by Third Parties. Unless the Company carries, stores or otherwise physically handles the shipment, and the loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 8 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.
2. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.
3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Customer to the Company that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services.
4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
5. Duty To Furnish Information. (a) On an import at a reasonable time prior to entering of the goods for U. S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U. S. Customs entry and, also, such further information as may be sufficient to establish the value, the classification and admissibility pursuant to U. S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents in whole or in part, as may be required to complete U. S. Customs entry, or if the information or documents furnished is inaccurate or incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment. Where a bond is required by U. S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of U. S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraph 8. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense, including attorneys fees, resulting from any inaccuracy or omission or any failure to make timely presentation, even if not due to any negligence of the Customer.
6. Declaring Higher Valuation. Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes, and the goods will be delivered to the truckers, etc., subject to the limitation of liability set forth herein in paragraph 8 with respect to any claim against the Company and subject to the provisions of paragraph 2 above.
7. Insurance. The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment to permit such insurance to be placed. Unless the Customer has its own kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by the Company and shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging such insurance shall be at the Customer's expense. If for any reason the goods are held in warehouse or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
8. Limitation of \$50 Per Shipment. The Customer agrees that the Company shall in no event be liable for any loss, damage, expense or delay to the goods resulting from the negligence or other fault of the Company for any amount in excess of \$50.00 per shipment (or the invoice value, if less) and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option of paying a special charge for higher valuation, which shall be exercised only by specific written agreement made with the Company prior to shipment, which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed.
9. Presenting Claims. In no event shall the Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefor shall be presented to it at its office within one hundred eighty (180) days from date of exportation or importation of the goods in a written statement to which such source of proof claim shall be attached. No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within six (6) months after presentation of the said claim, as above provided. No agent or employee of the Company shall have authority to alter or waive any of the provisions of this clause.
10. Liability of Company. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage expense or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for damages arising from loss of profit.
11. Advancing Money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is previously provided to the Company by the Customer on demand, and the Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.
12. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.
13. Sale of Perishable Goods. Perishable goods or live animals to be exported or which are cleared through customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of without any notice to the Customer, owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event any shipment is refused or remains unclaimed at destination or any transshipping point in the course of transit or is returned for any reason, the Customer shall nevertheless pay the Company for all charges and expenses in connection therewith. Nothing herein contained shall obligate the Company to forward or enter or clear the goods or arrange for their disposal.
14. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.
15. General Lien on Any Property. The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail (R.R.), to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.
16. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Customer to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. In any referral for collection or action against the Customer for monies due to the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
17. Picking Up Shipments - Samples. The Company shall not itself be obligated to pick up a shipment from a carrier or a sample from U. S. Customs. Should the Company render such a service for and on behalf of the Customer, the Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of the Company or its employee and the loss or damage is caused by the negligence or other fault of the Company or its employee, in which event the limitation of liability set forth in paragraph 8 herein shall apply.
18. No Responsibility For Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of U. S. Customs, the regulations of the U. S. Food and Drug Administration and all other requirements of law or official regulations. The Company shall not be responsible for the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.
19. Loss, Delay or Expense Due to Delay. The Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay, in the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraph 8 above.
20. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of New York. Unless otherwise consented to in writing by the Company, no legal proceeding against the Company may be instituted by the Customer, its assigns, or subrogee except in the City of New York.

APPROVED BY:

NATIONAL CUSTOMS BROKERS & FORWARDERS ASSOC. OF AMERICA, INC. - NEW YORK FOREIGN FREIGHT FORWARDERS & BROKERS ASSOC. INC. - CUSTOME BROS. & FORWARDERS ASSOC. OF MIAMI, INC. - SAN FRANCISCO CUSTOMS BROKERS ASSOC. - CUSTOMS BROKERS ASSOC. OF CHICAGO, INC. - BOSTON CUSTOMS BROKERS & INTERNATIONAL FORWARDERS ASSOC. - CUSTOMHOUSE BROKERS & INTERNATIONAL FREIGHT FORWARDERS ASSOC. OF WASHINGTON STATE - LOS ANGELES CUSTOMS FREIGHT BROKERS ASSOC. INC. - CUSTOMS BROKERS ASSOC., NORTHERN U.S. BORDER - BALTIMORE CUSTOMHOUSE BROKERS & FORWARDERS ASSOC. - PHILADELPHIA FREIGHT BROKERS & FORWARDERS ASSOC. - NEW ORLEANS ASSOC. OF CUSTOMS BROKERS, INC. - DETROIT CUSTOMHOUSE BROKERS & FORWARDERS ASSOC. - COLUMBIA RIVER CUSTOMS BROKERS & FOREIGN FREIGHT FORWARDERS ASSOC. - INDEPENDENT FREIGHT FORWARDERS & BROKERS ASSOC. - ASSOC. OF FORWARDING AGENTS & EXPORT-IMPORT ASSOC. OF VIRGINIA

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	MoMA Exhs.	1018a.2

CONSULADO GENERAL
DE LA
REPUBLICA ARGENTINA

New York, October 20, 1972

OL N° 97

Regional Director of Customs
JFK Airport
New York

Dear Sir:

This is to kindly request you to clear from Customs a box containing paintings arriving on flight 190 of Lan-Chile Airlines on next October 22 under Air Waybill N°1277441 consigned to this Consulate General.

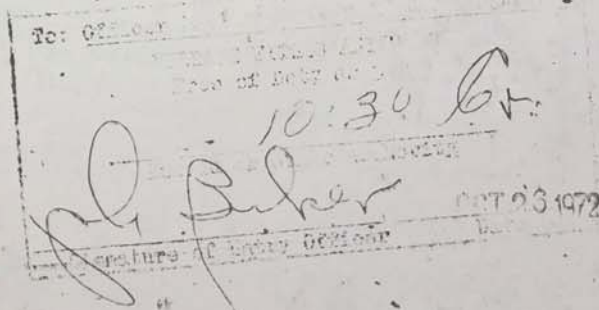
Thanking your courtesy in this matter,

I remain,

Sincerely yours,



Armando Bulacia
Deputy Consul General



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	MoMA Exhs.	1018a.2

AIR WAYBILL NUMBER 045-01-277441		AIRLINE PREFIX 04501277441		SERIAL NO.		CARRIER		FLIGHT DAY		FLIGHT DAY	
ORIGIN OF DEPARTURE (ADDRESS OF FIRST CARRIER AND REQUESTED PORTING) BUENOS AIRES		AIRPORT OF DEPARTURE		EXECUTION DATE 199-21		TO		CHRG CODE		CITY CODE	
ROUTING AND DESTINATION TO: MIA BY FIRST CARRIER TO: NYC BY TO: JFK BY		AIRPORT OF DESTINATION NEW YORK		FLIGHT DAY 199-21		FLIGHT DAY 104-23		BOOKED		ISSUED BY	
CONSIGNEE'S ACCOUNT NUMBER		CONSIGNEE'S NAME AND ADDRESS CONSULADO GENERAL DE LA REPUBLICA ARGENTINA NEW YORK - U.S.A. LAN-RID-MIA		NOT NEGOTIABLE AIR WAYBILL (AIR CONSIGNMENT NOTE)		THE CHILEAN INTERNATIONAL AIRLINE ESTABLISHED IN 1929		MEMBER OF INTERNATIONAL AIR TRANSPORT ASSOCIATION		REMARKS OF INTERNATIONAL AIR TRANSPORT ASSOCIATION	
SHIPPER'S ACCOUNT NUMBER		SHIPPER'S NAME AND ADDRESS MINISTERIO DE RELACIONES EXTERIORES Y CULTO PERU 375 BUENOS AIRES REP ARGENTINA		If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers' timetables as scheduled stopping places for the route. Address of first carrier is the airport of departure. SEE CONDITIONS ON REVERSE HEREOF.		The shipper certifies that the particulars on the face hereof are correct and agrees to the CONDITIONS ON REVERSE HEREOF.		SIGNATURE OF SHIPPER EXPRESSO VICTORIA		BY BROKER/AGENT	
ISSUING CARRIER'S AGENT, ACCOUNT NO.		ISSUING CARRIER'S AGENT, NAME AND CITY AEROPRESSO INTERNACIONAL SRL		18 OCT 972		BUENOS AIRES		EXECUTED ON (Date)		AT (Place)	
AGENT'S IATA CODE 55-5-0471		CURRENCY USD		DECLARED VALUE FOR CARRIAGE NONE		DECLARED VALUE FOR CUSTOMS NONE		AMOUNT OF INSURANCE NONE		COPIES 1, 2 and 3 of this Air Waybill are originals and have the same validity.	
ACCOUNTING INFORMATION FREIGHT COLLECT		NO. OF PARCELS 1		ACTUAL GROSS WEIGHT 1200 K		RATE CLASS N		COMMODITY ITEM NO.		CHARGEABLE WEIGHT 1423	
TOTAL		RATE/CHARGE		TOTAL		NATURE AND QUANTITY OF GOODS (INCL. DIMENSIONS OR VOLUME) EXPOSICION DEL ARTISTA ARGENTINO LUIS F. BENEDITE (LUIS F. BENEDITE ARGENTINE ARTIST-EXPOSITION) EXPOSICION TEMPORAL Nro 176.205/72					
TOTAL OTHER PREPAID CHARGES DUE CARRIER		TOTAL OTHER PREPAID CHARGES DUE AGENT		TOTAL PREPAID		FOR CARRIER'S USE ONLY COLLECT CHARGES IN DESTINATION CURRENCY COD AMOUNT					
OTHER CHARGES EXCEPT WEIGHT CHARGE, ROUTE CHARGE AND VALUATION CHARGE FRA USD 1.50											
TOTAL CHARGES											
TOTAL COLLECT 1.038.79		TOTAL COLLECT 1.50		TOTAL COLLECT 1042.29							
HANDLING INFORMATION 1 (ONE) CASE VOLUMEN: 2,60x2,06x1,66 Mts.											

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PROJECTS: BENEDIT/IMPORTS/
ARGENTINA

MODART 62370 UWT+

WJI INFO 19+

MODART 62370 UW

PLS TELEX FOR HOTEL BAGLIONE, BOLOGNA ITALY

MOM

SORRY NO LISTIN FOR THAT HOTEL IN ITALY

THANKSM

WJI NYK+

MODART 62370 UW

COM26 BUENOS AIRES 22/20 23 1525

LT BERNICE ROSE MODERNART NYK

CONFIRMO OBRAS PARTIERON DOMINGO ²¹⁻²⁵ 22 LAN CHILE UXX VUELO 190

GUJA 1277441 MIAMI PROSECUSION NEW YORK

BENEDIT

TS 117A

*air lift international
Flight 202
10-24/10-25
miami - N.Y.*

*Transit insured for \$4500. 10-72
72.748-749*

*2665
phoned 9:40
oct. 24, 1972*

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

Department Registrar Signed EL Blumham

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	MoMA Exhs.	1018a.2

cc: Mr. Bocchi/McIntyre Mr. Coxen
Mr. Donepp Mr. Clarke

PROJECTS: BENEDIT / EXPORTS /
ARGENTINA

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: W. R. Keating & Co.
Collect ☐ from:
Deliver ☐ to:
Release ☐ to:

DATE October 20, 1972

on (date): October 27, 1972

at (time): to be determined

The following objects: (artist, medium, size)

Value if needed for
insurance or invoice

Benedit: (2 environments) (artist)

In box: 2.60 x 2.05 x 1.85 meters (c.8'6" x 8'2" x 6') 71 H x 102 1/4 L x 81 1/2 W"
1,200 kilos (c.2,640 lbs.)
irreg

TO BE LEFT ON HYDRAULIC LIFT UNTIL THURSDAY, NOVEMBER 2nd,
WHEN UNPACKING TO COMMENCE AND PIECES TAKEN TO FAR WEST
GALLERIES UNDER SUPERVISION OF THE ARTIST

Flight Information: Being shipped on Lan-Chile Flight 190 leaving
Buend's Aires 10-21 arriving N.Y. 10-22, Airwaybill 1277441, consigned to
Argentine Consulate with freight charges collect (\$1,040.29).
Papers for "diplomatic free immunity" to be prepared by Mrs.
Mirta Gadea of Consulate and collected from her by Keating.
Keating to have airlines hold shipment without charge until
October 27th when it will be delivered to the museum.
from Miami - N.Y. airlift International flight 202
10-24/10-25

Fred Coxen: I hope Danny can look at the box as it is being
unpacked as he will probably have to re-pack it for return.
Transit insured for \$4,500

PURPOSE for exhibition PROJECTS: BENEDIT

CHARGES Collect ☒ Prepaid ☐ Bill to: P.O. 08547 to Keating
Keating Ref. 02474

INSURANCE Ours ☒ Theirs ☐ Charge to:

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

Department Registrar Signed E. L. Blumham

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	MoMA Exhs.	1018a.2

PROJECTS: BENEDIT/IMPORTS
ARGENTINA

The Museum of Modern Art

To Elizabeth Burnham
From Richard Palmer *Did*
Date October 10, 1972
Re PROJECTS: BENEDIT shipments
cc: Bernice Rose
Susana Torre
Waldo Rasmussen
file: PROJECTS: BENEDIT-shipment

Dear Betty,

SEE IMPORTS/
EXPORTS

10-1-72
I am attaching a copy of the translation of the letter Bernice received from Benedit late on Friday. Also attached is a translation of the listing of the components of the two environments which was enclosed in Benedit's letter.

You will note the following regarding the shipment of the two environments:

1.) although we have a list of the component parts, Benedit has not provided information regarding the number, sizes, and weights of the cases in which they will be packed. I assume this may be due to the fact that packing may not yet be complete and that it is the artist's intention, as we requested, to forward full details about the size of the shipment, the flight and airwaybill numbers etc. as soon as specific arrangements have been set up. However, we can, if you so wish, send him a cable reminder to the effect that we must have this additional information in advance of the arrival of the shipment. Please let me know if you feel this is essential.

you

2.) the environment shipment will be consigned to the Argentine Consulate in New York as it is being forwarded as an official shipment. It is due to arrive on Sunday, October 22, aboard Aerolineas Argentina.

*diplomatic free
entry?*

*246-6700
MRS. MIRTA
G. ADEA*

Susana Torre tells me that Miguel Ocampo, Cultural Attache at the Argentina Consulate, would be the person to talk to about shipping arrangements. I understand you will ask him about:

- whether the shipment will have to be processed through U.S. Customs?
- whether we will need to make arrangements to collect the shipment at the airport and have it delivered here
- whether he knows if we will simply be billed by Aerolineas or if we must plan to make some special arrangement for payment of the freight charges

Regarding the drawings:

You have confirmed that it should present no special problems if Benedit brings the remainder of the drawings with him, as he proposes, as far as customs is concerned. Could you also confirm that we will have no problems insuring them during the transit either?

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Translated from the Spanish
Oct. 9, 1972

PROJECTS: BENEDIT/IMPORTS/ARGENTINA
5231

WR BR
JS Sp.Torre
RP Registrar

Buenos Aires, October 1, 1972

Dear Bernice:

I am replying to your letters of September 15, 19 and 22.

- 1) Shipment. I have received a cable from the Consulate in New York. I shall send the works through Express Victoria on Aerolineas Argentina, freight charges to be paid there. The works must be consigned to the Argentine Consulate in New York as a shipment from the Chancellery. I believe this will facilitate both the shipping and the Customs; in any case, I shall send a cable to Keeling giving them full details on the shipment. *San-chile*

I attach a detailed list of the works.

The works will probably travel on a direct flight from Buenos Aires to New York on Aerolineas Argentina on Sunday, October 22, arriving in New York the following morning. I shall confirm the date.

- 2) Regarding the sketches: They will all be of the same size as those being brought by Gonzalez Del Solar - 76 x 56 cms. I would suggest you prepare 12 to 15 frames (or what you are using) for the showing of these sketches, which I shall take with me in a portfolio. We shall travel on Wednesday, November 1 on Flight No.300 of Aerolineas Argentina. It would be ideal if the ticket you are sending me could be made out for this flight, or if it were transferable from another company. I think we cannot count, for the moment, on obtaining transportation for us from the Chancellery in Argentina. *c. 30 x 22"*
- 3) I am returning the green insurance forms, signed. I have placed the values low; if you think this is not right, please correct them.
- 4) Regarding the plants: they must be 25 to 30 cms. high by the day of the exhibition.
- 5) The amount of electricity needed will be 2,000 watts.
- 6) Regarding the color of the galleries - the most suitable would be a sepia color, but they could also be white, if this should suit you better.

I don't understand what you mean by white corn. I suppose it has to do with the food for the rats, which is bought as grain.

Please let me know whether you have found an apartment for us.

An "abrazo"

/s/ Benedit

P.S. Thanks for the money, which I have received and which has already been spent.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Translated from the Spanish
Oct. 10, 1972 RRK

PROJECTS: BENEDIT
5231
Letter to BR 9/25.72
- 2 -

Ref

List of works and specifications for materials in Exhibition: LUIS FERNANDO BENEDIT, to be shown at The Museum of Modern Art, New York, beginning November 13, 1972.

(The works should be in New York by October 22)

WORK No.1:

Title: FITOTRON

Date: 1972

Material: Plexiglas, aluminum, iron, polyethylene, P.V.C., electrical system for centrifuge and mixing lamps.

Dimensions: (In meters) width: 2.00; length: 5.00; height: 2.45

Description:

<u>Quantity</u>	<u>Material</u>	<u>Dimensions</u>
	Sheets of clear plexiglas 6 and 4 mm. thick:	
1		158 x 62.5
2		77.5 x 64
16		77.5 x 77.5
14	Molded plexiglas domes (Can be stacked)	147 x 81 x 20
9	Plexiglas trays, 6mm.thick	70 x 45 x 31
1	Plexi prism, 7mm, open face	23 x 23 x 75
	Rectangular tubes of satin aluminum, 25 x 25 mm, with walls 2mm thick :	
82		Length: 78
14		" 145
3		" 64.5
2		" 63
2		" 158
72	Cast aluminum joints, 40 x 40 mm, Juvello type	4 x 4 c/u
61	Cast aluminum joints, Errede type, approx. 120 x 1100 mm.	12 x 11 x 2.5 c/
1	Electrical centrifuge, 220 volts, 12.000 rev. per minute, 2.000 1/h	20 x 25 x 18
6	Philips mixing lamps, 250 v.	Diameter: 10 x 18 c/u

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Translated from the Spanish
Oct. 10, 1972 RRK

PROJECTS: BENEDIT
5231
Letter to BR 9/25/72
- 3 -

Work No. 1 (cont'd):

12	Laminated glazed trays; 6 blind; 6 with lamp sockets	6 - 80 x 80 x 3 6 - 80 x 80 x 15
2	Polypropylene chambers, cylindrical, with walls 6mm thick and with lid	Diameter: 48 x 70
28	Plastic domes for the tubing 1/2 x 3/4 inches	3 x 2.5 x 5 c/u
30	Meters of soft, clear P.V.C. tubing, 1/2 and 3/4 inches diameter	
1	Thermostat, 220 v.	
1	Hygrometric thermometer	
1	Electro-key for time setting, 220 v.	
1	Air extractor, 220 v.	Diameter: 18 x 20

WORK No. 2:

Title: MAZE FOR WHITE MICE (Laberinto para Ratones Blancos)
Date: 1972
Material: Plexiglas, galvanized iron, acetate
Dimensions: (In meters) 1.60 x 1.60 x 0.25

Description:

4	Cases clear plexiglas, 6mm. thick	70 x 70 x 9 cm.
4	Sheets clear plexiglas, perforated, 7 mm. thick	69 x 69
4	Iron frames with galvanized wire	71 x 71
1	Case with plexi cover, clear and colored	30 x 17 x 25
1	" " " " "	25 x 15 x 25
20	Meters of acetate tape, 1 mm. thick	
4	Glass drinking troughs	Diameter 3 x 18

Note: The works should be sent to:
W. R. Keating & Co., Inc.
P.O. Box 628
JFK International Airport
Jamaica, New York 11430

FOR DELIVER TO:

The Museum of Modern Art
20 W. 54th St. New York, N.Y. 10019

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	MoMA Exhs.	1018a.2

Buenos Aires 10 Octubre 1970

Querida Berenice:

Contesto las cartas de septiembre 15, 19 y 22.

- 1) Envio. Recibido cable Consulado NY. Despachare obras por Expreso Victoria en Aerolineas Argentinas a pagar flete alli. Las obras deben ir consignadas al Consulado Argentino en New York, por ser un envio de la Cancilleria. Oreo que esto les facilitara los tramites con la aduana, de cualquier forma mandare un cable a Keating con todos los datos del envio. Adjunto lista de detalles obras. Probablemente las obras viajen en el vuelo directo Bs. As. - N.Y de Aerolineas Argentinas que del domingo 22 de octubre que llega el lunes por la mañana, confirmare fecha.
 - 2) Respecto a los dibujos seran todos de igual tamaño que los que llevo Gonzalez Del Solar, 76 x 56 cts. Sugiero que se preparen doce o quince marcos (o lo que ustedes usen) para presentar los dibujos que yo llevare conmigo en una carpeta. Viajaremos el miercoles 1 de noviembre en vuelo No 3000 de Aerolineas Argentinas. Seria ideal que el pasaje que ustedes me envian sea para este vuelo, o si es de otra compania que sea endosable. Oreo que no podemos contar por el momento con obtener mi pasaje de la Cancilleria Argentina.
 - 3) Devuelvo hojas verdes firmadas para seguro obras, he puesto valores bajos, si no les parece bien aumentenlos.
 - 4) Respecto a las plantas las preciso de 25 a 30 cts. para el dia de la exposicion.
 - 5) El consumo electrico sera de 2000 wats.
 - 6) Respecto al color de las galerias lo que mas me convendria seria color sepia, pero oreo que puede ser igual blanco si a ustedes les conviene.
- No entiendo lo del alpiste (maiz blanco)?, supongo que te referiras a la comida para las ratas que se compra en grano. Haganme saber si han conseguido el departamento para nosotros. Un abrazo

Benedict

P.D: Gracias por los \$\$\$ que ya recibí y
aún siendo gastados.

B.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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Buenos Aires 25/9/72

Lista de Obras y Especificacion de materiales. Exposicion de LUIS FERNANDO BENEDIT a realizarse en el Museum of Modern Art, New York, desde el 13 Noviembre 1972.

(Las obras deben estar en Nueva York para el 22 de Octubre)

OBRA N° 1

TITULO. "FITOTRON"

FECHA. 1972

MATERIAL. Plexiglas, aluminio, hierro, polietileno, P.V.C, sistema electrico para bomba centrifuga y lamparas mezcladoras

MEDIDAS. (En metros) ancho 2.00 largo 5.00 alto 2.45

Descripcion

<u>Cantidad</u>	<u>material</u>	<u>medidas</u>
	Planchas de Plexiglas cristal de 6 y 4 mm. de espesor	
1		158 X 62.5
2		77.5 X 64
16		77.5 X 77.5
	Cupulas de Plexi. moldeado (se pueden apilar)	
14		147 X 81 X 20
9	Bandejas de Plexi. de 6 mm.	70 X 45 X 31
1	Prisma Plexi de 7mm. una cara Abierta	23 X 23 X 75
	Cano cuadrado de aluminio satinado de 25 X 25 mm. pared 2 MM.	
82		largo 78
14		" 145
3		" 64.5
2		" 53
2		" 158
72	Nudos de aluminio fundido de 40 X 40 mm. Sistema Juvello	4 X 4 c/u
61	Nudos de aluminio fundido sistema Errede de 120 X 1100mm. Aproxim.	12 X 11 X 2.5 c/
1	Bomba centrifuga electrica. 220 V. 12.000 rev. p/m. 2.000 l/h	20 X 25 X 18
6	Lamparas mezcladoras Philips de 250 V.	diam. 10 X 18 c/u
12	Bandejas de chapa N°20 esmaltadas 6 ciegas y 6 con portalamparas	(6) 80 X 80 X 3
2	Depositos de Polipropileno de 6mm. pared cilindricos, con tapa	" 80 X 80 X 15
28	Cuplas plasticas para caneria de 1/2 y 3/4 pulgadas	diametro 48 x 70
30	Metros de tubo de P.V.C. cristal blando de 1/2 y 3/4 pulg. diametro	3-X 2.5 X 5 c/u

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	1018a.2

Buenos Aires 25/9/72

Lista de Obras y Especificacion de materiales. Exposicion de LUIS FERNANDO BENEDIT a realizarse en el Museum of Modern Art, New York, desde el 13 Noviembre 1972.

(Las obras deben estar en Nueva York para el 22 de Octubre)

OBRA N° I
TITULO. "FITOTRON"
FECHA. 1972
MATERIAL. Plexiglas, aluminio, hierro, polietileno, P.V.C, sistema electrico para bomba centrifuga y lamparas mezcladoras
MEDIDAS. (En metros) ancho 2.00 largo 5.00 alto 2.45

Descripcion

<u>Cantidad</u>	<u>material</u>	<u>medidas</u>
	Planchas de Plexiglas cristal de 6 y 4 mm. de espesor	
1		158 X 62.5
2		77.5 X 64
16		77.5 X 77.5
	Cupulas de Plexi. moldeado (se pueden apilar)	
14		147 X 81 X 20
9	Bandejas de Plexi. de 6 mm.	70 X 45 X 31
1	Prisma Plexi de 7mm. una cara Abierta	23 X 23 X 75
	Cano cuadrado de aluminio satinado de 25 X 25 mm. pared 2 MM.	
32		largo 78
14		" 145
3		" 64.5
2		" 63
2		" 158
72	Nudos de aluminio fundido de 40 X 40 mm. Sistema Juvello	4 X 4 c/u
61	Nudos de aluminio fundido sistema Errede de 120 X 1100mm. Aproxim.	12 X 11 X 2.5 c/
1	Bomba centrifuga electrica. 220 V. 12.000 rev. p/m. 2.000 l/h	20 X 25 X 18
6	Lamparas mezcladoras Philips de 250 V.	diam. 10 X 18 c/u
12	Bandejas de chapa N°20 esmaltadas 6 ciegas y 6 con portalamparas	(6) 80 X 80 X 3 " 80 X 80 X 15
2	Depositos de Polipropileno de 6mm. pared cilindricos, con tapa	diametro 48 x 70
28	Cuplas plasticas para caneria de 1/2 y 3/4 pulgadas	3-X 2.5 X 5 c/u
30	Metros de tubo de P.V.C. cristal blando de 1/2 y 3/4 pulg. diametro	

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PROJECTS: BENEDIT / 2 MAJORS /
ARGENTINA

copy to W.R. Neating & Co.

September 15, 1972

Mr. Luis Fernando Benedit
Ing. Huergo 1191, 4 piso
Buenos Aires, Argentina

Dear Luis:

I'm afraid this is going to be a very complicated letter since I want to go over all of the points we covered on the telephone and also provide you with the additional details I promised.

As you know, a letter has gone out by Diplomatic Pouch to Mr. Ernesto Garzón Valdéz, the Ministry of Foreign and Cultural Relations asking that they consider providing you with air transportation from New York to Buenos Aires and return. We have also requested that the Ministry consider paying for the costs of packing and shipping your two environments to New York and that they partially subsidize the actual costs of constructing the environments. We understand that you will call Mr. Valdéz on Monday to discuss this matter in more detail and will then cable us if you are able to get either a yes or no answer.

Packing and shipping

From our conversation, I understand that if the Ministry agrees to pay for the packing and shipment of the environments you will give the pieces to Expreso Victoria to pack and ship. We understand that Expreso Victoria could wait to be paid for packing but would have to be reimbursed immediately for shipment. Since the Ministry would not be in a position to make immediate payment, we could cover the transport costs initially and then be reimbursed by the Ministry later -- is this correct? If the Ministry does not agree to help with these costs I understand you will make arrangements with the packer and shipper you prefer. In this latter case, you should advise us of your packer and shipper's names and addresses as soon as possible.

Regardless of which course of action is finally taken, the cases must as you know arrive in New York by October 22. This is absolutely essential if we are to have them cleared by customs in time to meet the exhibition's installation deadlines.

We would prefer that the environment shipment be sent by direct air cargo. Pan-American has a direct cargo flight to New York on Mondays, Flight 320, which utilizes "707." This is the only direct cargo flight from Buenos Aires to New York. If the government agrees to cover shipping costs they will probably want to use Aerolíneas. Since Aerolíneas has only passenger flights, it would be very important for you to check carefully on the size limitations of cases which can be accommodated on their planes before any of the boxes are actually constructed.

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Our Registrar has asked me to give you the following instructions for the firm which will handle the shipping arrangements:

Please arrange for the shipments to arrive in New York on a week day if possible (preferably Monday through Thursday, and preferably as close to mid-day as possible). The shipments should be consigned to our customs brokers exactly as follows:

TO: W. R. Keating and Company, Inc.
P.O. Box 628
JFK International Airport
Jamaica, New York 11430

for delivery to: The Museum of Modern Art
20 West 54th Street
New York, N.Y. 10019

The original customs invoices and shipping papers must be airmailed immediately upon completion of arrangements to W. R. Keating and copies should also be airmailed to The Museum of Modern Art, marked to the attention of the REGISTRAR.

Our Museum will insure these shipments from wall-to-wall; therefore NO VALUE should be declared to the carrier. Please send Keating by Telex (#223260) the complete and accurate flight information: airline, flight number, airway bill number, and date of departure. These instructions should be followed for both the drawings shipment and the environment shipment. We would prefer that the drawings be packed flat but you are probably the best judge of that.

Insurance coverage

So that we may make arrangements for insurance coverage, would you please send me a list of the drawings you plan to ship on October 10 as soon as you can conveniently draw it up. It should indicate the title, dimensions and value of each drawing. After you arrive here in November we will give you formal loan agreements to sign for each drawing which will actually be included in the show; in the interim, however, all of the drawings will be insured at the values you specify.

I am now enclosing Loan Agreement forms covering the two environments. Would you kindly insert the insurance values and any other information available at this time and return the original green copies to me after you have signed and dated them. This is also essential for insurance purposes.

Construction of environments

We will make arrangements immediately to deposit the sum of \$2,035 in the Julio Gonzalez del Solar account at the First National City Bank here. If you have not already done so, perhaps you should notify del Solar that this deposit will be made shortly. Please let me know as soon as you have decided when the second deposit should be made and exactly how much it should be.

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We await the arrival of the specifications for the plants and mice required for the environments. We may have to order the plants especially grown so it is important to have these details very soon.

We also need to know the specific power requirements of your electrical equipment so that we can get the proper transformer. Please let me know the voltage and amperage of your equipment and also advise exactly what we are powering. What is the output and input, etc.?

Please let me know also if you definitely want us to build bases here for the environments. If so, you should provide plans with complete specifications.

As soon as possible, we also need to have your estimate of the number and sizes of cases which will be required to contain the environment elements, as well as the approximate cost of fabricating the cases.

With regard to the hydrothermograph readings: you should probably expect the temperature to be about five degrees fahrenheit lower in November.

Your trip

We thought that if you were to arrive the first of November you would be able to set up the two pieces and have a few days to see that they are operating properly before the show opens.

Would you like us to look for a place you can sub-let? Susana says you are thinking of spending about a month here.

Abrazos to everyone and we look forward to seeing you,

Bernice Rose
Associate Curator of Drawings

BR:dd
encl: 2 loan agreement forms for environments
bc: Mr. Rasmussen, Mr. Palmer, Mr. McShine, Registrar, Drawings ✓