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The Museum of Modern Art Archives, New York

J.B. Neumann
Papers

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RECENT RECORDS

By JEROME D. BOHM

THE need for a first-rate disk version of Brahms's Fourth Symphony in E minor has finally been filled by Victor with publication of the Boston Symphony's performance under Serge Koussevitzky's direction.

Mr. Koussevitzky's interpretation is a compelling one. His pacing is just, and he brings to his conception both the sensitivity and vitality needed to convey Brahms's ideas veraciously.

Other Victor Sets Leopold Stokowski directs the Philadelphia Orchestra in a tonally magnificent performance of Wagner's "Meistersinger" Prelude.

Handel's thirteenth concerto for organ and orchestra, "The Cuckoo and the Nightingale," a wholly delightful product of his genius, is set forth arrestingly by E. Power Biggs.

NEW YORK HERALD TRIBUNE, SUNDAY, JANUARY 26, 1941

Heading Two Metropolitan Opera Casts



Left: Bruna Castagna as Carmen, next Saturday night; right, Bida Szabo as Norina in "Don Pasquale" Friday evening.

recorded. The music itself is a characteristic product of this English composer, and while it is not without charm, it is weakened by the monotony of his harmonization.

Victor Ten-Track Red Seal Single Disks Two fine, unfamiliar Pfleger songs, "Summe der Sehnsucht" and "Michaeliskirchplatz," are voiced with imaginative intensity and tonal richness.

Schirmer Albums Charles Martin Loeffler's String Quartet in one movement, one of his more spontaneous and attractive works, is set forth in tonally and musically satisfying fashion by the

Gordon String Quartet, assisted by Kay Ricker, violinist. The Trio by Carl Engel for violin and piano, music strongly influenced by Faure, is capably played by William Kroll and Frank Sheridan.

British Benefit Marie Williams Radamsky, British-born soprano, will give a program of "Songs of the British Isles" at the Carnegie Chamber of Music Hall on Sunday afternoon, Feb. 16, for the benefit of the British American Ambulance Corps' Aid to British Division.

Schipa Recital Feb. 3 Tito Schipa, tenor, will be heard in recital in Carnegie Hall on Monday evening, Feb. 3.

Free Concerts

W. P. A. Music Project Today

New York Civic Orchestra, Frederick D. Fessenden, conductor, Brooklyn Museum, U. S. S. Illinois, 125th Street and River, 8th Avenue, 125th Street and

Monday Neighborhood Band, Gerardo Insull, director, Bedford Branch No. 4, C. A., 127 Bedford Avenue, Brooklyn, 7:30.

Tuesday Manhattan Chorus, Alberto V. Sciarra, conductor, 230 West Twentieth Street, M. C. A., 8:00.

Wednesday Neighborhood Band, Gerardo Insull, director, 1025 First Avenue, Long Island City, 2:30.

CONCERTS

PHILHARMONIC-SYMPHONY BRUNO WALTER, Conductor

THURSDAY EVENING AT 8:45 FRIDAY AFTERNOON AT 3:00 THURSDAY EVENING AT 8:45 FRIDAY AFTERNOON AT 3:00

COLUMBIA CONCERTS OF C. B. S.

Janet Bush-Hecht

MEZZO-SOPRANO WALTER GOLDE at the Steinway Judson Mgt.

YEHUDI MENHIN

PIANO CONCERTO IN B-flat MAJOR, Op. 24, No. 2, by Frédéric Chopin

PESSL and HOUSTON

VIOLIN AND VIOLA CONCERTO IN B-flat MAJOR, Op. 24, No. 2, by Frédéric Chopin

DAVID NADIEN

VIOLIN CONCERTO IN B-flat MAJOR, Op. 24, No. 2, by Frédéric Chopin

Cleveland Orchestra

VIOLIN CONCERTO IN B-flat MAJOR, Op. 24, No. 2, by Frédéric Chopin

This Week's Programs in City's Concert Halls

Today PHILHARMONIC-SYMPHONY ORCHESTRA, Bruno Walter, guest conductor, Carnegie Hall, 8.

Monday YEHUDI MENHIN, violinist, Carnegie Hall, 8:30. Accompanist: Hendrik Endt.

Tuesday JANET BUSH-HECHT, mezzo-soprano, Town Hall, 3. Accompanist: Walter Golde.

Wednesday YEHUDI MENHIN, violinist, Carnegie Hall, 8:30. Accompanist: Hendrik Endt.

Thursday MARGIT BOKOR, soprano, Town Hall, 8:30. Accompanist: Fritz Kluge.

Friday YEHUDI MENHIN, violinist, Carnegie Hall, 8:30. Accompanist: Hendrik Endt.

Saturday YEHUDI MENHIN, violinist, Carnegie Hall, 8:30. Accompanist: Hendrik Endt.

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When the wind did blow... Brahms... Seven Days... H. A. Beach... The Blue Unadorned Gull... V. Stanbury... Transformation... Walter Gull... A Song of the Sea... Walter Gull... Krenek

AMERICAN CZECHOSLOVAK ORCHESTRAL SOCIETY, Frederick Dvornich, conductor, Julia Richman High School, Sixty-seventh Street and Second Avenue, 3:15. Benefit concert for the Czechoslovak Relief Fund. Overture to "Oceano"... Weber Symphony No. 5 in E minor (from "The New World")... Dvorak Taisa from the Vienna Woods... Rumanian Rhapsody No. 1 in A major... Finlandia... NEW FRIENDS OF MUSIC, Town Hall, 5:30. Participants: Ernst Krenek, composer-pianist; Herta Gliaz, contralto; Gordon Stirling Quartet.

THE NEW YORK ELITE CLUB, Midtown Hall, 846 Seventh Avenue, 8:30. Participants: Mildred Hunt, pianist; Walter Taussig, pianist; Charles Haubel, composer-pianist. Works by Schubert, Mozart, Le Clair, Mendelssohn, Liszt, Chopin, Grieg, Debussy, Chopin, Masson, Pichols, Haubel and Hindemith. LOIS WANN, obobist, Brooklyn Academy of Music, 3. Sonata in A minor... Tessarioli Romaine en Amour... Coppelan Quartet in F major... Theodore Blumer Sonata for oboe and piano... OPERA CONCERT, Fausto Cleva, conductor, Metropolitan Opera House, 8:30. Excerpts from "Cavalletta Rusticana" (in conclusion)... Macasini Stella Roman, soprano; Helen O'Leary mezzo-soprano; David Doe, contralto; Armand Tokatyian, tenor; Leonard Warren, baritone; Verdi Lucia from "Il Trovatore"...

NEW YORK CITY SYMPHONY ORCHESTRA, Otto Klemperer, conductor, Carnegie Hall, 8:45. Soloist: Elizabeth Wyser, contralto. Symphony No. 4 in A minor... Schellus Traetta... Excerpt from the "Venetians of Baito" by Wagner... Minion... Prelude to Act I of "Lohengrin" by Wagner... ANTON DOSCZEK, violinist, and MARY PAPP, pianist, Town Hall, 8:30. Sonata in G... Mozart Sonata in A minor... Schumann Sonata No. 2... Joseph Wacziarg Sonata, No. 3... Enesco NICOLAS ZADKI, violinist, Washington Irving High School, Irving Place and Sixteenth Street, 8:30. Accompanist: Ivan Dasilevsky. Sonata in G minor, No. 10... Tartini Concerto in E minor, Op. 64... Mendelssohn Tripartite... Scriabin Diaphane... Balakirev And works by Liszt, Schalkovsky, Kirman, Eisenstein, Spontini, Zedra, Franconeri, Kreisler, Sarasate.

MOZART CHAMBER ORCHESTRA, Robert Scholz, conductor, the Playhouse, 466 Grand Street, 8:30. Soloists: Paul Makovsky, violinist; Lois Wann, obobist. Divertimento in D major, K. 251; concerto in A major, K. 219; for violin and orchestra; symphony "Lanterns" in C major, K. 453... Mozart PALESTINE NIGHT benefit program, Y. M. H. A., Fourteenth Avenue and Fifth Street, Brooklyn, evening. Participants include Naomi Alesh, dancer; Carl Brown, actor; Shulamit Sil-

PHILADELPHIA, two-pianists, Town Hall, 8:30. Fantasy for an "Angelvalsa"... Variations on a Theme by Haydn, Op. 56... Brahms Berceuse, Mica-el, from the "Dolly" Suite... Fauré Pizzicato... Casella Scherzo, Op. 87... Saint-Saens LUDY BROWN, pianist, assisted by RUTH FREMONT, soprano, Carnegie Chamber Music Hall, 8:45. Five sonatas: C major, F major, G minor, E major, A major... Scarlatti Fols... Miss Brown Mushrooms; Trepek; Serenade; Hopak; El Fano Moruno; Jota; Cancion; Nana; Fols... Miss Brown Pictures at an Exhibition... Menasovsky Der Hirt auf dem Felsen, Op. 129. Schubert Miss Fremont

Tuesday CHARLES W. YEARSLEY, baritone, and WILLIAM SCHATZKAMER, pianist, Steinway Hall, 3. Prelude and Fugue in B flat... Bach tripartite Variations in C... Beethoven Oh, Sleep Why Dost Thou Leave Me? Handel Non Più Andrai ("Le Nozze di Figaro")... Bach Bist du bei mir... Yarsley Two etudes, Op. 25, in D sharp and C... Chopin Mr. Schatzkammer Di blut so hung... Wolf Der Ton... Schatzkammer La Puerta del Vino; Feux d'Artifices... Debussy Hungarian Rhapsody No. 6... Liszt Mr. Schatzkamer My Pagan Love... Liszt arr. by Harry Gold The Rich Man... Falla Lord Randall... Ballad arr. by Cyril Scott

PHILADELPHIA ORCHESTRA, Eugene Ormandy, conductor, Carnegie Hall, 8:45. Soloists: Eric Fung, bass, Symphony No. 5 in E-flat, Op. 25; Sibyllus Menire ti lasco; Madamino, li catalogo Vergerobert; Fatscher... Mozart Divertimento for string orchestra... Bartok Monologue for Boris Godunov... Gossesky Tu sul labro de' veggenti ("Nabucco")... Verdi "La Valse"... Ravel SAIDENBERG LITTLE SYMPHONY, Daniel Saidenberg, conductor, Town Hall, 8:30. Soloists: Bela Bartok and Ditta Paszatory, duo-pianists. Divertimento in major for two horns and string orchestra... Mozart Concerto for two pianos... S. Bach Sixtonista... Roussea Quiet City (first performance)... Aaron Copland Concerto Grosso... Bloch GEURTUDE JANSEN, soprano, Carnegie Chamber Music Hall, 8:30. Accompanist: Konrad Neuger. Recitative and aria from "Don Giovanni"... Mozart Die still; Schmerzner; Traume; Wagner All Perche; Schalkovsky, Beethoven Morgen Die Nacht; Saendocher, Geselle A Little Song of Life, Albert Hay Malone When I Love You... Martin Cole O That It Were So! Low Went A-Riding... Frank Bridge La Luce Langue ("Macbeth")... Verdi STELL ANDERSEN, pianist, Brooklyn Academy of Music, 8:30. Arabeske; Fantasia... Schumann Valse, Op. 39; Capriccio, Op. 76; F-sharp minor; Intermezzo, Op. 119; C major; Intermezzo, Op. 17; B-flat minor; Rhapsodie, Op. 119; E-flat major; Brahms

Wednesday DOROTHY MAYNOR, soprano, and OLIN DOWNES, lecturer, Junior League Clubhouse, 221 East Seventy-first Street, morning. Accompanist: Arpad Sandor. "Melody and Verse" Assisting violinist: Roman Totenberg. Negro spirituals; works by Mozart and Strauss; French and Russian songs. ORT CONCERT, Carnegie Hall, 8:30. Participants: Igor Gorin, baritone; Edward Kileny, pianist; Carolin Segre, soprano. Air from "Macbeth"... Handel Mon coeur s'ouvre a ta voix ("Samson et Dalila")... Saint-Saens Vol. 10... Mendelssohn Scherzo, No. 3 in C sharp minor; nocturne in F sharp; waltz in B flat; etude in G flat, Op. 25, No. 9; etude

Thursday PHILHARMONIC SYMPHONY ORCHESTRA, Bruno Walter, guest conductor, Carnegie Hall, 8:45. Soloists: Joseph Szigel, violinist, "The Dream Pedlar" in E flat ("Rhenish") Symphony No. 3 in E flat ("Rhenish") Violin concerto in D major (K. 218) Mozart Symphonic poem, "Witava"... Smetana Friday PHILHARMONIC SYMPHONY ORCHESTRA, Bruno Walter, guest conductor, Carnegie Hall, 8:45. Soloists: Joseph Szigel, violinist, Program as of Thursday. ST. OLAF LUTHERAN CHOR, F. Melius Christensen, director, Carnegie Hall, 8:30. O Saviour, Thro' the Heavens Wide, M. O. 74, No. 2... Hamrin O Saviour, Thro' the Heavens Wide, M. O. 74, No. 2... Hamrin We Have No Other Guide... Siveford The Lord Reigneth... Falla Saviour of Sinners... Felix Mendelssohn Thanksgiving... Arnold Mendelssohn Goss, Guest Divine... Georg Schumann Faith Victorious... Gerschwin When Christened Darkest Falls, Beauty in Humility... F. Melius Christensen Sing Into Him... Mount J. Lavan Lullaby on Christmas Eve... M. Christensen Doxology... M. Bourgeois JUSSE BOERLING, tenor, Town Hall, 8:30. Accompanist: Harry Eppert. Aria from "The Magic Flute"... Mozart Mainacht; Staendchen... Brahms Vergerobert; Fatscher... Verdi Aria from "The Marked Ball"... Wolf Sing Into Him... Mount J. Lavan Saturday ALEXANDER BRAJLOWSKY, pianist, Carnegie Hall, 2:30. Concerto in D minor... Vivaldi Pastoral and Capriccio... Scarlatti

Opera METROPOLITAN OPERA TONIGHT at GALA 8:30 PROGRAM ANTOINE • BURKE • DICKEY • GRECO • ROMAN • DOB OLBHEIM • SEPVENS • MARTINI • TOKATYAN • CEHANOVSKY VALENTINO • WARREN • ENTRI ORCHESTRA BAILLET • CLAVA Mes. 8:15 a.m. FAUST: Johann Olshoff, Volpka; Kullman; Benell; Piza; Kost; Pellerier. Tosca: E. S. MASON, BROWNE, DePalis; Cobler; Gurney; D'Angelo; Pappas. Macbeth: Lawrence; Papp; Williams; Gubina; Mason; Varon; Kent; DePalis; Pappas. Faust: 1st a.m. DON PASQUALE: Roman; Olshoff; Papp; Williams; Gubina; Mason; Varon; Kent; DePalis; Pappas. Faust: 2nd a.m. CAVALLERIA RUSTICANA: Roman; Olshoff; Papp; Williams; Gubina; Mason; Varon; Kent; DePalis; Pappas. Faust: 3rd a.m. CAVALLERIA RUSTICANA: Roman; Olshoff; Papp; Williams; Gubina; Mason; Varon; Kent; DePalis; Pappas. Faust: 4th a.m. CAVALLERIA RUSTICANA: Roman; Olshoff; Papp; Williams; Gubina; Mason; Varon; Kent; DePalis; Pappas. 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I.B.4

Mr. Corbin... MARGIT BOKOR, soprano, Town Hall, 8:30. Accompanist: Fritz Kitzinger.

Thursday... HILFARMONIC-SYMPHONY ORCHESTRA, Bruno Walter, guest conductor, Carnegie Hall, 8:45.

Friday... HILFARMONIC-SYMPHONY ORCHESTRA, Bruno Walter, guest conductor, Carnegie Hall, 2:30.

Saturday... OLAF LUTHERAN CHOIR, P. M. Christiansen, director, Carnegie Hall, 8:30.

Sunday, Feb. 2... Philharmonic-Symphony Orchestra, Bruno Walter, guest conductor, Carnegie Hall, 8:15.

Sunday, Feb. 2... Philharmonic-Symphony Orchestra, Bruno Walter, guest conductor, Carnegie Hall, 2:30.

Saturday... EXANDER BRAJLOWSKY, Carnegie Hall, 2:30.

ETROPOLITAN OPERA ONIGHT at GALA PROGRAM 8:30

PESSL and HOUSTON... DAVID NADIEN... Cleveland Orchestra... RODZINSKI, CONDUCTOR • HEIFETZ, SOLOIST

ROTH STRING QUARTET... MARTHE SERVINE... The Greater New York Federation of Churches presents the

ST. OLAF CHOIR... F. MELIUS CHRISTIANSEN, Director... CARNEGIE HALL, NEXT FRIDAY EVG., Jan. 31 at 8:30

CONCORDIA SEMINARY CHORUS... WILLIAM B. HEVNE, Director... LUTHERAN HOUR CHORUS

REARDY... Mgt. WGN CONCERTS... TOWN HALL, Sun. Evg. Feb. 2, at 8:30

O'MARA... BRAJLOWSKY... NEWARK, N. J.

Griffith Music Foundation... BOSTON SYMPHONY ORCHESTRA... DR. SERGE Koussevitzky, CONDUCTOR

LAST 2 TIMES Before Leaving for Tour... S. HUROK presents The Original... BALLET RUSSE

NATIONAL SYMPHONY ORCH. of Washington, D. C. HANS KINDLER, Conducting SAUNDRA BERKOVA, Violinist

PHILADELPHIA ORCHESTRAL... EUGENE ORMANDY, Cond'g... EZIO PINZA, BASSO

TOWN HALL FRIDAY EVG. AT 8:30 JANUARY 31... BJOERLING

ANTON DOSCHEK... MARY PAFF... TONIGHT at 8:30

TITO SCHIPA... TASHAMIRA... DANCE RECITAL: \$2.20, \$1.65; St. Mgt. Copy

THE INSTITUTE... ANDERSEN... DISTINGUISHED AMERICAN PIANIST

WYSOR... SAIDENBERG... LITTLE SYMPHONY... AT THE ACADEMY OF MUSIC

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EL GRECO AND HIS RELIGIOUS ART

By CARLYLE BURROWS

THE great art opportunity of the present time and one of the foremost events of the season is the El Greco exhibition at the Knoedler Galleries an exhibition arranged appropriately, considering the Cretan origin of the artist, for the benefit of the Greek War Relief Association. Of the seventeen paintings, making a medium-sized showing, the majority are religious portraits and compositions. Though some of these canvases have been exhibited previously and are somewhat familiar, others on display are new to most of us and have not appeared before in a New York exhibition. The important thing, it seems, is not that any of them is too familiar to be enjoyed again here but that there are so many first-rate paintings shown together, making a brilliant and impressive display.

A Popular Master

SINCE the modern fame of El Greco is of recent origin, not more than fifty years having elapsed since museums and collectors began to take serious notice of him, there is a relatively fresh interest in his dramatic painting. No artist except perhaps Goya is among the old masters more popular with young artists today than El Greco, and for this there appears a reasonable explanation in his methods and personality. A great individualist, part poet and part realist, his distortions, dramatic light effects, his intensity and his passion all appear sympathetic to modern taste in art, and can be found as elements of inspiration in the evolution of recent painting, beginning with Cézanne and others and continuing to the present day. Also with the Metropolitan owning two great works, his "Cardinal Guevara" and his all but unique "Landscape of Toledo," and the Chicago Art Institute as well as the Erick, Widener and Mellon collections possessing excellent examples, El Greco's importance is more than ever now nearly universally established.

Any one really susceptible of a profound emotional experience in art will find the pictures at the Knoedler Galleries mystically stirring and powerful, as those of few other painters. For it is an imaginative and intensely original painter of religious art that is represented there. Born in Crete in 1541, El Greco, whose authentic name was Doménikos Theotokopoulos, received his early inspiration from the Byzantine masters, as may be inferred in a remote way from the severe and monumentally spiritual designs into which many of his works fall. All that is actually known of his early life, however, begins with his appearance in Venice as a pupil of Titian, whence a few years later he traveled to Rome and

St. Francis in Prayer



From the painting by El Greco, at the Knoedler Galleries

finally to Spain. In Spain he passed the remaining and greater part of his life and painted his greatest pictures for the churches and clergy of Toledo and other Spanish cities. The strong influences of Titian and Tintoretto characterize to a considerable extent his early paintings, although his esthetic dependence on them lessens in his maturity and finally gives way completely to a profound individuality in his religious



From the painting by El Greco, at the Knoedler Galleries

displayed. Balparda, with his etchings and woodcuts showing wide range of treatment, is perhaps the most versatile of the Uruguayans. Whereas perhaps one of the cleverest, with a strong native flavor to his compositions, is Gonzalez, whose picturesque types are very interesting and amusing. The prints were assembled in Montevideo by the Circolo de Bellas Artes to show the present accomplishment of the newly developed school of printmaking in Uruguay. Following the New York presentation the prints will be circulated throughout the United States by the committee of engraving.

English and French

THE landscapes of both English and French subjects, which the Bignon gallery is showing, are more vital in special instances than when taken altogether. The prevailing mood of Impressionism, as is shown in the works of Pissarro, Monet, Renoir and others, is a little on the dull side and lacking the sparkle of these artists at their best. Since the event is being staged for British War Relief, however, it is a pleasure to point out some redeeming features of genuine interest. Of the four Corot's shown, for example, there is a fine "Souvenir de Marignac" in his late style, all poetic and serene and with lovely green trees contrasting delicately with a "pearly sky." The landscape of Arles by Van Gogh is a very good example of a markedly contrasting vividness and, as one might imagine, sharply clear and freshly colorful. Of the Monets two are interesting in illustration of different moods. One is a free and airy view of Honfleur with some striking clouds, while the other is the dim "Waterloo Bridge" belonging to the series of English subjects for which Monet is noted. Though vague in feeling it is none the less a strong "impression" of the heavy stone arches in luminous haze.

Another Impressionist is Gauguin, whose landscape of "Pont Aven" is an early work of his Brittany period. It is pleasant enough as a study in simple naturalism, but one misses in the work the appeal of his tropical colors. Both Pissarro and Sisley are represented by five ear-

The Purification of the Temple

American Indian Art

A Brilliant Showing of Early and Recent Examples at the Museum of Modern Art

POPULAR appreciation of American Indian art appears up to the present time to have been fed chiefly by casual contacts with the familiar objects of basketry, rug-weaving, pottery and beadwork collected by our universities and museums of archeology. There have been few special exhibitions broadly historical in scope, and few attempts to center attention on the creative skill and capacity of the early Indian. In this country, no such enthusiasm has been stimulated for our aboriginal art as that created both here and abroad for the primitive arts of Africa, South America and Mexico. Somewhat backward in promoting a wider sympathy, American authorities have waited until now to present at the Museum of Modern Art possibly the best exhibition of the art of the American Indian that has been held.

Comprising close to a thousand objects and backed by the authority of the Indian Arts and Crafts Board of the United States Department of the Interior and the co-operation of various universities and museums throughout the country, the exhibition is more than a simple showing of the arts and crafts of the nation's Indian tribes. In a broader sense it is a carefully planned survey of the imaginative and creative vitality of Indian culture in the United States, or rather, of the many distinct but related cultures of the country. The different groups and characteristics are skillfully segregated in the display in broad divisions, and the confusion which might have been involved in

flower pieces in being designed with a charming variety of feeling. As always his subject is cleverly painted. Pictures of interest also include Chagall's "Harvest Feast" and the entertaining "Acrobats" from the Dale collection, by the Franco-Japanese painter Ebihara.

Another artist of feeling but who mixes more thought with his pictorial processes is Frederico Cantu, the young Mexican artist exhibiting at the Guy Mayer gallery. Much involved with the popular history of his country, Cantu, like Rivera but with other methods, memorializes the struggles of his people. He is a careful craftsman in his paintings, and when he does not crowd too much detail in them, composes and paints impressively, as he shows in the tempera "Death of Demetrius Temper." Usually however he crowds his pictures with too much life, and since his colors lack the variety and weight to sustain a room, there is a certain monotony in his effects. Besides a series on the Mexican revolution this artist shows still life and portraits, and a really remarkable drawing of the artist in a room which contains representations of several of his most ambitious works. Ever so little seems to stand in the way of Cantu and really imposing accomplishment.

Butterfly Jar



From the Zuni pottery vessel at the Museum of Modern Art

which so often characterizes the art of the southern countries. A natural sequence is followed

buffalo skins; but the Pueblo fashioned charming water jars, the Navaho wrought beautiful silver and wove the richest blankets, and the woodsmen of the East created fascinating costumes decorated with beads and porcupine quills.

Much of the mood and character of all this art the Indians of today are projecting into their arts and crafts, which are thriving strongly, as may be seen in the contemporary paintings, silver and textile work displayed. It is a remarkable show—one which embodies the usually prosaic educational theme in the most engaging and attractive physical form.

Schatz and Cantu

After painting for many years in Jerusalem Bezalel Schatz is showing at the Carstairs gallery the results of the work he has done in this country during the last two years. The scenes of "Santa Fe" and Gloucester, the portraits and one or two Continental scenes which are added for good measure are all dramatic expressions of the moods he sees in nature. All are tuned up to the same high color key and vigorously painted, in a manner not unlike that of Soutine, with occasional regressions of the brilliant temperateness of Van Gogh. Schatz uses a fully loaded brush to paint these strongly emotionalized reactions to visible things, and is best in the swift, zig-zag pattern of "New Mexico Hills." Only one thing—"The Chain Bridge"—is really sensitive; the rest for the most part are hopelessly out of control.

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Ballet Designs and Others

Nicolas de Molas, who has done some extremely gay and attractive stage sets for ballets here, has a show of his work at the Knoedler Galleries. It has the informal effect that one often associates with the ballet artist, and is sprinkled with clever and pictorial ideas. Among the watercolors are designs for the productions "Goyescas," "Gala Performance," "Cappuccinos," and so on, some of them being of familiar success, others now in process of production. Mr. de Molas shows his taste for color with spontaneous and graceful feeling in most of these pieces. The troubador set for "Goyescas" is particularly handsome, and there are some lively costume studies that appear very fresh and interesting.

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and Pruna's flatly patterned and charming "Argentina," a study of a girl in brown and gray. In this quite fascinating show there are many pictures worth remarking. Bernard Lintott creates a new and fresh effect in his "Calceolaria," a still life differing from his usual

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equipped to explain the coincidences of style in widely separate places. Rene d'Hamoncourt and Frederic H. Douglas, who collaborated in arranging and cataloguing the exhibition, note this relationship in reference to several prominent carvings in the catalogue. However, a more natural creative direction is to be noted in the display in nearly all exhibits except the work of the Northwest Indians, whose carvings are dramatically grotesque. And the general feeling behind this Indian art is distinct from the fierce mystic



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NOTES AND COMMENT ON EVENTS IN ART

Beanford de Laney, a Negro artist who paints with verve and enthusiasm, is having an exhibit at the Vendome Art Galleries. The artist has filled the gallery with paintings of a wide variety of subjects, but all characterized by energy, cheerfulness and freedom from restraint. His "Female Nude," the "Inner Glow" and "The Wave" are swirls of color. A still life, "Flowers," is richly framed with a deep red and blue. A portrait of W. C. Handy, the composer, and several crayon heads show the artist's ability with figures. There are also several scenes in Harlem done with lighter color, but with the same sense of unforced natural enthusiasm and gaiety.

C. F. Ryder

Distinguished watercolor landscapes by Chauncey F. Ryder, depicting scenes in Vermont and France, are on view at the Grand Central Galleries. Mr. Ryder is the watercolorist with a strong feeling for the extra nuance about a scene which makes it worth remembering or painting. Whether it is a peculiar arrangement or a certain way the light falls, he catches the slightly strange quality in a scene and records it in his paintings. The manner is straightforward and even realistic, but the effect is individual. In the exhibit "Barn on Waterville Road" and "Slide Porches," together

A Debut Show

Leontine Camprubi is having her first one-man show at the Contemporary Arts Gallery. Her work, particularly her study of children, reveals a sensitive and original talent, but one somewhat erratic and un-stabilized. Her use of color is at once her strong point and, when it is too riotous, her weakness. Miss Camprubi's faces achieve a semi-fantastic effect through the use of whites, yellows, and purples. The "Wine Drinker," a somewhat cadaverous "Head" and a "Young Woman" shows the artist's interest in problems of color.

Modern Designs

A small show of abstract and semi-abstract paintings by Jerome Burnstyn is at the Eighth Street Playhouse Art Gallery. Mr. Burnstyn, as some of his titles, "Tuberous Road" and "Slide Porches," together

Circus Scene



From the painting by Edy Legrand, at the Steiner Gallery

with two street scenes in France, stand out. Two larger watercolors do not seem as successful as some of the smaller ones.

Watercolor Portraits

Twenty-four portraits by Sue May Gill, wife of the late Paul Gill, the watercolorist, are at the Ferragil Galleries. They are straightforward attempts to represent the likenesses of as many subjects without distortion or unusual experiments in color or form. The result is in almost every case easily satisfactory, but even more so when the artist also works for a particular compositional effect as in "Mary Sue at Sixteen" and a portrait of Mrs. Isaac-Je Boiteaux. The straight up-and-down, full-face type of portrait predominates in the show. "Sylvia and Terry" is a lively portrait of a child full of humor and good feeling, and there is also a large study of Mr. Gill.

"Camouflage" show, is concerned with certain grim aspects of contemporary civilization. "The Family" has an angular modern quality which the artist does best.

H. L. F. JR.
42nd Annual Exhibition
AMERICAN SOCIETY OF MINIATURE PAINTERS
Jan. 28 - Feb. 15
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WATERCOLORS BY
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JANUARY 27 TO FEBRUARY 8

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Religious Subjects

THE large canvas "The Purification of the Temple," belonging to the Minneapolis Institute, hangs in the display as a landmark of his formative years in Venice and Rome. The grand characterizations of the saints, the "St. Francis in Prayer" and the "St. Francis in Ecstasy," which illustrate the profound realism and spirituality in his portraiture, represent early stages of personal development, and there are several examples of the fully matured master, such as the "Adoration of the Shepherds," lent by George Blumenthal, and the "Christ in the House of Simon," from the collection of Oscar B. Cintas, on exhibition. Besides the qualities of drawing and composition in the Minneapolis picture which El Greco absorbed from Tintoretto and Titian, this painting is notable in foreshadowing several later versions of the same subject which appears to have interested El Greco greatly. A tumultuous variation of this theme showing similar qualities of fear and dismay in the dramatically animated scene, appears in the small "Christ Driving the Money Changers From the Temple," a canvas from the Fogg Art Museum which is dated thirty-three years later. As an illustration of El Greco's growth and development the picture is extremely interesting. In contrast with the serene forms of the earlier work, the mood is intense, the sense of action violent, and the colors somber and mystical. Thus, the painting is seen to represent the final, electrifying development of the artist's style.

Greco's Style

THE characterization of El Greco as the foremost exponent in painting of the religious fervor which followed the far-reaching edicts of the Council of Trent, and reached its fiercest climax in the Spanish Inquisition, is doubtless the proper one for this artist. Although Stephen Bourgeois, in his introduction to the exhibition catalogue, rather suggests a detached and intellectual onlooker than an active participant, spiritual or otherwise, in the religious terror. He approached his religious subjects at a time when, as Mr. Bourgeois points out, the council's deliberations had "shackled the faithful with rigid dogmas" and were being enforced with merciless thoroughness. The Church militant begot "spiritual restlessness," and for all that he might have cared otherwise Greco was swept along with the wave which inundated Spain. This "restlessness" has a perfect reflection in the nervous force of his painting and in the dramatic mood and tension of his subjects. The stern purpose suggests as much a passionate stimulus to his art as incitement to the general religious belief of the time.

While paintings such as the "Christ and the Money Changers," the "Adoration of the Shepherds" and others on display reflect the passion of El Greco, others combine with the ardor of his religious feeling even greater breadth of imagination. The "Christ at Gethsemane," for example, showing extraordinary landscape portrayal in relation to the dramatization of a profound theme of Biblical narrative, is one of his most original and mystical canvases. In different ways it tends to epitomize the diverse talent which goes into the making of El Greco's radical art—his reverent feeling, mysticism, bold conception and the broad vitality of his painting. The exhibition is completed with paintings—here are but two, in fact, and small in proportions, which illustrate the secular side of his art. While the head of an "Unknown Man" is good and characteristic, the more impressive is the little view near Toledo which, among the few landscapes painted by this artist, is notable for its sweeping expanse of storm-darkened sky. The exhibition is inaugurated by the various pictorial forms

the dim "Waterloo Bridge" belonging to the series of English subjects for which Monet is noted. Though vague in feeling it is none the less a strong "impression" of the heavy stone arches in luminous haze. Another Impressionist is Gauguin, whose landscape of "Pont Aven" is an early work of his Brittany period. It is pleasant enough as a study in simple naturalism, but one misses in the work the appeal of his tropical colors. Both Pissarro and Sisley are represented by five canvases each, and other artists in harmony with the impressionists here are Cezanne and Boudin.

An International Group

THERE is an international cast for the exhibition of work by contemporary artists at the Marie Stern gallery, and the show seems like a retrospective presentation of many of the prominent painters who have appeared at one time or another at the gallery under Mrs. Stern's direction. French Ecole de Paris and American artists give expression to wide variations in style and method.

Mrs. Stern, who stands for little pictorial nonsense, having sound ideas especially as to what constitutes elegance and taste in art, has built up this exhibition accordingly. A large "Horse" by Derain is one of the most imposing pieces, being something of a landmark in the work of this artist. It dates to several years ago when, like Chirico, he was interested in making bold and graceful improvisations in this branch of subject matter. Don Corbino's "Study" is another bold gesture, this time in the form of figures fairly Michelangelesque and powerfully drawn.

But most of the pictures are of types one usually regards as intimate and decorative—such as Edy Legrand's tasteful "Circus Group," Augustus John's charming "Dorcas and Children," Shinn's "End of the

From the Zuni pottery vessel at the Museum of Modern Art

Throughout the country, the exhibition is more than a simple showing of the arts and crafts of the nation's Indian tribes. In a broader sense it is a carefully planned survey of the imaginative and creative vitality of Indian culture in the United States, or rather, of the many distinct but related cultures of the country. The different groups and characteristics are skillfully segregated in the display in broad divisions, and the confusion which might have been involved in showing the work of all the tribes individually has been cleverly avoided. Thus the "Sculptors of the East," with their prime achievements in stone and wood sculpture, copper ornaments and pottery singled out for illustration, represent many tribes. The same with the "Painters of the Southwest," prominent in ceramic, weaving and basket work; the "Carvers of the Far West and Northwest," with their stone sculpture, and the so-called "Engravers of the Arctic," notable for their ivory objects with incised decoration. In thus simplifying the large mass of production, and choosing only the most significant work to illustrate it, the sponsors have answered with great success the problem of how to present Indian art to its best possible advantage in an exhibition.

Apart from the installation which appears to have delighted with its clarity and freshness every one, including the present observer, who has seen it, a most interesting feature is the prehistoric section on the top floor of the museum. There much extraordinary sculpture, pottery and carving is included, which inspiration has been taken from bird and animal forms as well as human. There is, too, an interesting relation shown between quite a few of these pieces and the work of primitive Mexican and South American carving and pottery. Perhaps the archeologist with his knowledge of race cultures is best

Carlos Merida, Mexican exhibiting his new oils in a Bushholz gallery, in a showing which includes small by Henri Laurens, the French. Merida's experimental sets are shown this time in different direction than his abstractions. There is much color in the paintings and a gaily flowering from his patterns. Instead of mere geometric there is a lightheartedness in the forms and which stay, however, well in pattern of surrealist imagery.

Mr. Laurens is a lyric abstracter, whose small figures and fusc classicism with geometric stylizations. While some of his are rightly Picasso-esque in there is something more about them. They have dignity in one or two instances, mortality. These bronzes, terra cotta stone pieces come from several—the Mrs. Meric gallery Pierre Matisse and other where Laurens' work has shown since the large display Brummer's a few years ago.

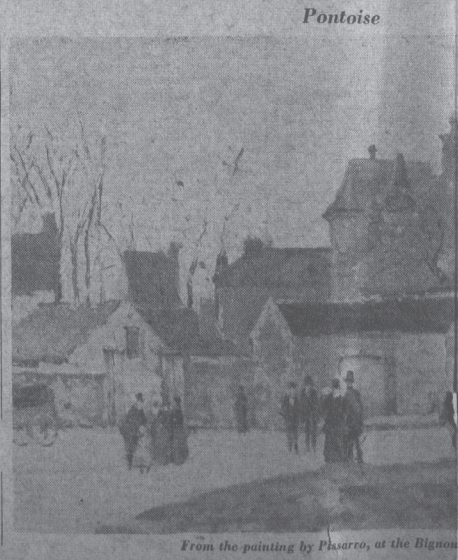
The collection of American "native" paintings at the 460 Park Avenue gallery, is composed of thirty examples. Lent by owners, some belong to Harry and Albert Duveen, and other Downtown Gallery and Mrs. Ludwig. The amusing and delightful of folk art are rich in the group, which include torian types from Pennsylvania painted little girl with a dog, and an elegant young seated at a piano. Various scenes of comparable interest, and most whimsically painted also are shown in the display.

Art Brevities

Mural-like oil paintings by Ethel Dayrup are being shown at the Montross Gallery in Miss E. first one-man show. Although artist hails from the Hudson valley, she has scenes of Iowa, braska, Florida, Alabama ancesse. All of the pictures are with a high light and even tone. Some of the larger ones figures in statuesque poses, effect of these is pretentious empty. The artist does such paintings as "Lake Throat," "Gulf Sands—Florida," to multiplier effect.

Lighthearted Parisian scene girls' portraits by Emilio Garcia are on exhibition at the Bignoni Galleries. They are delicate and refreshingly unpretentious in a feathery, decorative style artist particularly likes flower paints them in gardens, storvases and as decoration on curtains and dresses. Even his traits suggest compositions of f

A joint show of oils by E. Rigele and watercolors by E. is at the Number 10 Gallery. Rigele's first love is the sea he followed as a sailor for 3 years before settling down in York. His more recent work an increasing flexibility. H of color and of light and shade his latest seascapes a certain of humor, which is also appears a landscape of a forest. Miss does pictures of the Southwest best of which show a careful tion to outline and detail.



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sent many tribes. The same with
the "Painters of the Southwest,"
prominent in ceramic, weaving and
basket work; the "Carvers of the
Far West and Northwest," with
their stone sculpture, and the so-
called "Engravers of the Arctic,"
notable for their ivory objects with
incised decoration. In thus simpli-
fying the large mass of production,
and choosing only the most signifi-
cant work to illustrate it, the spon-
sors have answered with great suc-
cess the problem of how to present
Indian art to its best possible advan-
tage in an exhibition.

Apart from the installation, which
appears to have delighted with its
clarity and freshness every one, in-
cluding the present observer, who
has seen it, a most interesting fea-
ture is the prehistoric section on
the top floor of the museum. There
much extraordinary sculpture, pot-
tery and carving is included, in-
cluding inspiration has been taken
from bird and animal forms as well
as human. There is, too, an inter-
esting relation shown between quite
a few of these pieces and the forms
of primitive Mexican and South
American carving and pottery. Per-
haps the archeologist with his
knowledge of race cultures is best

From the Zuni pottery vessel at
the Museum of Modern Art

...ism which so often characterizes
the art of the southern countries.
A natural sequence is followed
as the prehistoric exhibits on the
top floor of the museum merge with
the exhibits of the floor below, de-
scribed under the head of "Living
Traditions." This section is devoted
to later art, whose influence con-
tinues among the various tribes to-
day, and serves as a link between
the primitive forms and the modern.
In the earlier rooms two exhibits
are especially striking. One is the
vivid murals, shown with very good
effect in replicas of the subterra-
nean chambers, and evincing in one
of many instances the superb show-
manship the museum puts into ef-
fect. Another is the sixty-foot rep-
licas of the pictographs, a masca-
ghostlike pattern of tall human fig-
ures, chiseled and painted by the
Basketmakers of Utah on a cliff in
Barrier Canyon.

Such spectacular features help to
dramatize the show but are however
incidental to what in all its many
phases is a really delightful exhibi-
tion. No more fascinating part oc-
curs to us than the presentation of
authentic pieces of what may be
called the romantic period of Amer-
ican Indian life, when the arts were
widely dispersed and practiced in
harmony with the daily life of the
plains Indian, the Pueblo farmer,
the Navaho shepherd, the Apache
mountain dweller, the Eskimo hunter
and so on. The plains Indian had
little art other than that he prac-
ticed in painting bright hunting
scenes and decorations on deer and

...Carlos Merida, Mexican artist, is
exhibiting his new oils at the
Buchholz gallery, in a two-part
showing which includes small figures
by Henri Laurens, the French sculp-
tor. Merida's experimental inter-
ests are shown this time in quite a
different direction than his former
abstractions. There is much vivid
color in the paintings and a definite
savely flowering from his animate
patterns. Instead of mere decora-
tive geometry there is a lifelike sug-
gestion in the forms and colors
which stay, however, well inside the
pattern of surrealist imagery.

Mr. Laurens is a lyric abstractionist,
whose small figures and groups
fuse classicism with geometrical
stylizations. While some of his ideas
are slightly Picasso-esque in feeling,
about them. They have dignity and
in one or two instances, monument-
ally. These bronzes, terra cottas and
stone pieces come from several lend-
ers—the Mrs. Meric gallery, the
Pierre Matisse and other sources
where Laurens's work has been
shown since the large display at
Brummer's a few years ago.

The collection of American "primi-
tive" paintings at the 460 Park Ave-
nue Gallery is composed of some
thirty examples. Lent by various
owners, some belong to Harry Stone
and Albert Duveen, and others the
Downtown Gallery and Mrs. Edward
Ludwig. The amusing and decorative
Pierre Matisse and other sources
in the group, which includes Victo-
rian types from Pennsylvania, a
pantaletted little girl with a woolly
dog, and an elegant young lady
seated at a piano. Various land-
scapes of comparable interest, in
style, and most whimsically painted,
also are shown in the display.

Art Brevities

Mural-like oil paintings by Dor-
othy Deyrup are being shown at the
Montross Gallery in Miss Deyrup's
first one-man show. Although the
artist hails from the Hudson River
valley, she has scenes of Iowa, Ne-
braska, Florida, Alabama and Ten-
nessee. All of the pictures are done
with a high, light and even color
tone. Some of the larger ones have
figures in statuesque poses, but the
effect of these is pretentious and
empty. The artist does such smaller
paintings as "Lake Tiorati" and
"Gulf Sands—Florida" to much bet-
ter effect.

Lighthearted Parisian scenes and
girls' portraits by Emilio Grau-Sala
are on exhibition at the Findlay
Galleries. They are delicate, gay
and refreshingly unpretentious, done
in a feathery, decorative style. The
artist particularly likes flowers, and
paints them in gardens, stores and
vases and as decoration on walls,
curtains and dresses. Even his por-
traits suggest compositions of flowers.

A joint show of oils by Edouard
Rigole and watercolors by E. Boyd
is at the Number 10 Gallery. Mr.
Rigole's first love is the sea which
he followed as a sailor for several
years before settling down in New
York. His more recent work shows
an increasing flexibility. His use
of color and of light and shade gives
his latest seascapes a certain amount
of glamor, which is also apparent in
a landscape of a forest. Miss Boyd
does pictures of the Southwest, the
best of which show a careful atten-
tion to outline and detail.

...or form. The result is in almost
every case easily satisfactory, but
even more so when the artist also
works for a particular compositional
effect as in "Mary, Isaac le Bol-
teaux" and a portrait of Mrs. Isaac
le Bolteaux. The straight up-and-down,
full-face type of portrait predomi-
nates in the show. "Sylvia and
Terry" is a lively portrait of a child
full of humor and good feeling, and
there is also a large study of Mr.
Gill.

Artist-Geographers

All corners of the world have
served as the inspiration for work
by twenty members of the Society
of Women Geographers now being
shown at the Argent Galleries.
There are watercolors of Cretan
jars, Bermuda fish, a Himalaya
monastery and Japanese and Scot-
ish lakes. Oil paintings by Helen
Damrosch Tea-Van and Christina
Morton depict Central America, and
Berta N. Briggs has oil studies of
Romanesque architecture in France
and Luxembourg. Animal sculp-
tures are contributed by Madeline
Parks and sculptured heads of a
number of adventurers, such as
Amelia Earhart and Lincoln Ells-
worth by Sally Clark. Sets of pho-
tographs show scenes in India, Cen-
tral Africa and Northern Finland
and Swedish Lapland. Out of it all
Else Botschmann's Bermuda fish,
and Elizabeth Teeling's crayon
heads of Central American and
Oriental types seem to balance most
satisfactorily the requirements of
science and art.

Form in Landscape

Harold Rotenberg, a New Eng-
lander who paints New England and
Quebec landscapes, is showing at
the Babcock Galleries. These are
substantial paintings by an artist
who works with care and insight.
Mr. Rotenberg is interested in form

Grand Central Art Galleries, Inc.
15 Vanderbilt Ave.

FIFTEEN GALLERY
37 West 57 St.
WATERCOLORS BY
Herbert Tschudy
JANUARY 27 TO FEBRUARY 8

PAINTINGS AND DRAWINGS BY
ERNST VAN LEYDEN
and
KARIN VAN LEYDEN
January 27 to February 25
WILDENSTEIN & CO., INC.
19 East 64th Street

RECENT PAINTINGS
HARRITON
JAN. 26—FEB. 8
A.C.A. GALLERY
52 WEST 8 ST.

To February 1st
60 PRIZE WINNERS
Grand Central Art Galleries, Inc.
Hotel Gotham 5th Ave. at 55th St.
Second Floor Entrance Hotel Lobby

Fine Arts
BRACKMAN, KOOPMAN
LAURENT, CHAP, BINDRUM
Classes begin Jan. 20-Feb. 5
Inquire Registrar, STerling 3-6700
30 Lafayette Ave., Brooklyn
THE INSTITUTE
AT THE ACADEMY OF MUSIC

Pontoise



From the painting by Pissarro, at the Bignon Gallery



EXHIBITION
MASTERS OF MODERN ART
ETCHINGS AND LITHOGRAPHS BY
GOYA MANET CEZANNE REDON
GAUGUIN LAUTREC PICASSO MATISSE
HARLOW KEPPEL & CO.
670 FIFTH AVENUE, NEW YORK

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J. B. NEUMANN

MARIAN WILLARD

LIVING ART

543 MADISON AVENUE • NEW YORK CITY • TELEPHONE: PLAZA 3-8205

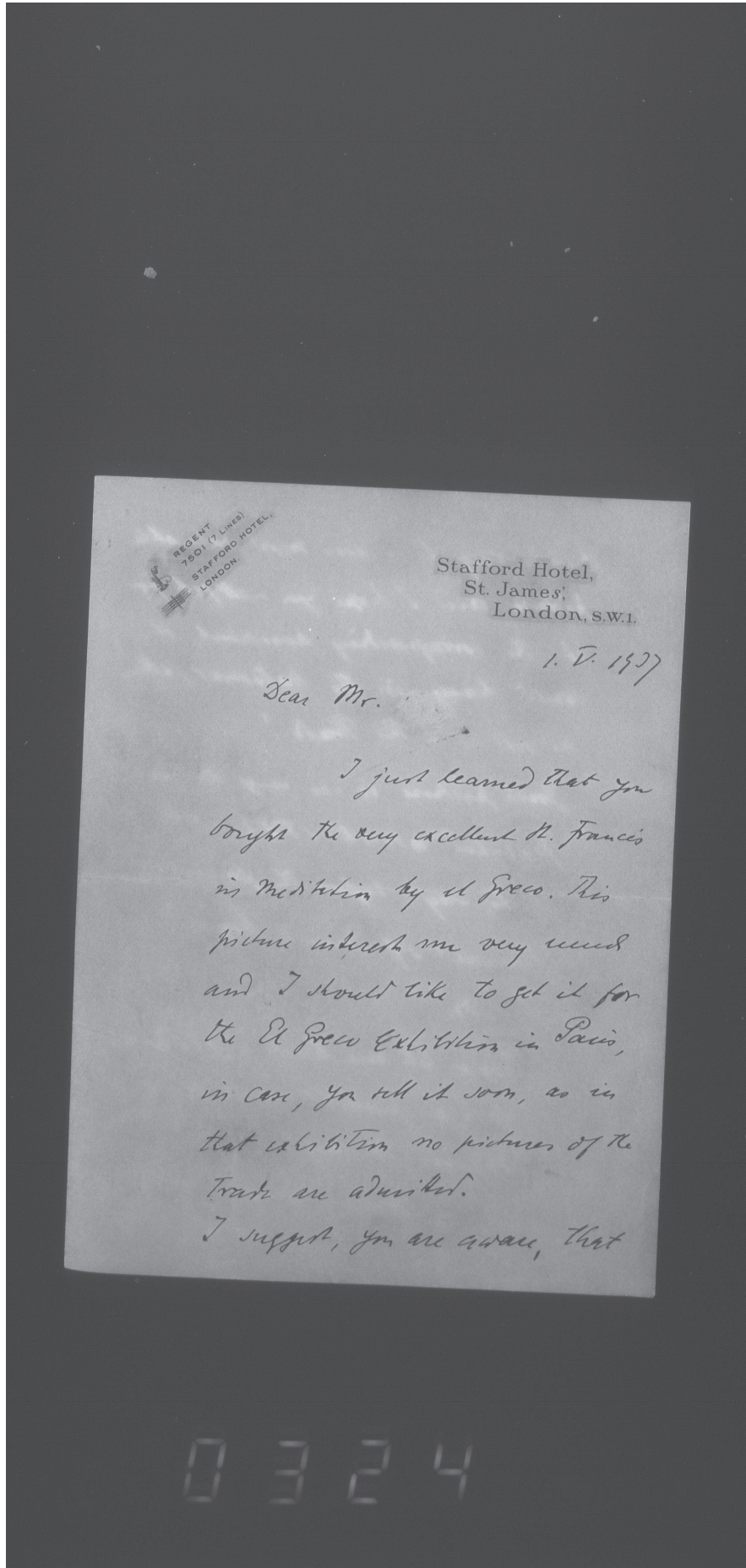
EL GRECO

ST. FRANCIS IN PRAYER

1. Neumann-Willard Gallery, New York
2. Provincial Museum, Saragossa, Spain
3. Formerly Bernheime Jeuna, Paris, France
4. Lewisohn Collection, New York
5. Sir Ramon de la Sota, Bilbao, Spain
6. Casa de D. Gomez Aguilar, Medina Sidonia, Spain
7. Hospital of S. Juan Bautista, Toledo, Spain
8. Don Clemente de Velasco, Madrid, Spain
9. Museum, Lille, France
10. Ignacio Zuloaga Zumaya, Spain
11. W.J.Hole, Los Angeles, California
12. Art Institute, Chicago.
13. Private Collection, Madrid, Spain
14. Leo Sten, Florence, Italy
15. Rolf de Mare, Paris, France
16. Marques de Sa. Maria de Silvela, Madrid, Spain
17. Marques de Castro Serna, Madrid, Spain
18. Fine Art Gallery, San Diego, California
19. Private Collection in Aker, near Oslo, Norway
20. R.Garcia Palencia, Madrid, Spain

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REGENT
7501 (7 Lines)
STAFFORD HOTEL
LONDON

Stafford Hotel,
St. James,
London, S.W.1.

1. V. 1927

Dear Mr.

I just learned that you
bought the very excellent St. Francis
in Meditation by El Greco. This
picture interests me very much
and I should like to get it for
the El Greco Exhibition in Paris,
in case, you sell it soon, as in
that exhibition no pictures of the
Trade are admitted.

I suggest, you are aware, that

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... it is a very fine and most valuable picture and I hope you will get for it the corresponding amount, it would hang in the National gallery as well as in the Prado.

Your picture is in my opinion painted about 1582-85, it is to say before the famous 'Funeral of Count Orgez' in Toledo.

Please let me have a photo as soon as possible and send it to me to my Paris address.

Yours very Truly
August L. Mayer

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ASSCHER & WELKER.
FINE ART DEALERS.
TELEPHONE: WHITEHALL 1917.

8, DUKE STREET,
ST. JAMES'
LONDON, S.W.1.

2nd March, 1939.

Otto Busch, Esq.,
Gladstone Hotel,
114-122 East 52nd Street,
New York.

Dear Sir,

We beg to acknowledge the receipt of both your letters of the 17th ult., for which we thank you, and herewith confirm our cable of the 16th ult.

We got into touch with Messrs. Sotheby regarding the picture by El Greco and they made enquiries from the previous owner.

They told us that the picture was the property of an English private collector, but that he is not willing that his name should be disclosed. They guarantee that this statement is absolutely correct. It is, therefore, as you will see, impossible to get the name of this owner.

With kind regards,

Yours faithfully,

Asscher Welker

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Cresco
 penny silver $\frac{53}{28}$
 $\frac{740}{}$

Crum Crice
 silver wire

Worcester City
 de Nain 10500
~~Worcester~~ 25000
 Cranach 9500
 Henri 950
 mel de Bles
 Vallais Boston 10500

212.10
 120.-

 92.10
 310

 8900

29

 60

21210
 209

 310

de Nain
 10500

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A G R E E M E N T

between

N.V.KUNSTHANDEL P. De BOER
ASSCHER & WELKER
by OTTO BUSCH
their attorney-in-fact
(parties of the first part)

and

J.B.NEUMANN and
MARIAN WILLARD
(parties of the second part)

Dated: March 30, 1939.

VAN VORST, SIEGEL & SMITH
COUNSELLORS
25 BROAD STREET, NEW YORK

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AGREEMENT dated March 30, 1939 between H. V. KUNSTHANDEL P. De BOER of Amsterdam, Holland and Messrs. ASSCHER & WELKER, of London, England, both represented by their attorney-in-fact Otto Busch, hereinafter called the Vendors, parties of the first part, and J. B. NEUMANN and MARIAN WILLARD, of New York, New York, hereinafter called the Purchasers, parties of the second part,

W I T N E S S E T H:

1. The Vendors hereby agree to sell to the Purchasers and the Purchasers hereby agree to purchase from the Vendors a certain painting by El Greco entitled St. Francis, for the price of Twenty-Five Thousand Dollars (\$25,000), lawful money of the United States of America, payable Six Thousand Two Hundred and Fifty Dollars (\$6,250) on the signing of this Agreement, the receipt of which by the Vendors is hereby acknowledged, and the balance as soon as the painting is resold by the Purchasers, but not later than April 1, 1940, subject to the further provisions of this Agreement.

2. In the event that the Purchasers shall not have paid to the Vendors the full sum of Twenty-Five Thousand Dollars (\$25,000) (including the Six Thousand Two Hundred and Fifty Dollars (\$6,250) paid upon the signing of this Agreement) on or before April 1, 1940, and the said painting has not on or before April 1, 1940 been resold by the Purchasers as hereinafter provided, then the Purchasers shall be entitled by reason of their aforesaid payment of Six Thousand Two Hundred and Fifty Dollars (\$6,250) to a one-quarter (1/4) interest in said painting and in the proceeds

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from the resale thereof. The Purchasers shall also have the right at any time on or before April 1, 1940 and before said painting shall have been resold to pay to the Vendors the additional sum of Six Thousand Two Hundred and Fifty Dollars (\$6,250) in which event the Purchasers shall, if the painting has not been resold on or before April 1, 1940 as hereinafter provided to a one-half (1/2) interest in said painting and in the proceeds from the resale thereof.

3. Up to and including April 1, 1940, the Purchasers shall be entitled to have the possession of the said painting and the right to resell the same provided that said resale shall take place at a price of not less than Twenty-Five Thousand Dollars (\$25,000) and shall be for cash but the Purchasers shall have the right to resell at any price and on any terms for their own account provided that before the resale takes place they shall have paid to the Vendors the full balance of the purchase price of Twenty-Five Thousand Dollars (\$25,000) provided for in paragraph 1 hereof then remaining unpaid.

4. While the said painting remains in their possession, the Purchasers shall at their own expense cause the same to be insured against theft and fire for account of all the parties hereto as their interests may appear, in the sum of not less than Twenty-Five Thousand Dollars (\$25,000) and shall also bear all expenses and taxes (if any) incidental to the possession and maintenance thereof.

5. If the painting shall not have been resold on or before April 1, 1940 pursuant to the foregoing terms, and if the Vendors believe that they have a prospective pur-

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chaser therefor, possession of the same shall be surrendered by the Purchasers to the Vendors, the Vendors to bear all expenses of transportation, insurance and other expenses and taxes (if any) as aforesaid while the same is in their possession. If such resale shall not have been effected by the Vendors within six (6) months from the time that they receive possession of said painting, the Purchasers may demand repossession of the said painting for the same cause and upon the same terms, and so on until the painting has finally been resold by one of the parties hereto. Whoever has possession of the painting may resell the same at the cash price of not less than Twenty-Five Thousand Dollars (\$25,000) to which the parties hereto shall be entitled in accordance with their respective interests in said painting unless a different minimum price or different terms have been agreed upon in writing by all the parties hereto.

6. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

N.V. KUNSTHANDEL P. De BOER
ASSCHER & WELKER

By

Mr. Russell signed original
~~Their Attorney-in-Fact.~~

which is with

→ Marian G. Willard

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**MATERIAL TOO
LARGE TO BE
FILMED AS A
WHOLE**

**FILMED IN
SECTIONS
ONLY**

0332

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I.T.F. Form

INLAND TRANSIT FLOATER POLICY
A STOCK CORPORATION

Policy No. I.T.F. 14446

Great American Insurance Company New York

INLAND MARINE DEPARTMENT

Amount Insured, \$ 25,000.00 Rate 1.40 Premium, \$ 350.00

In Consideration of the Stipulations herein named

and of Three Hundred Fifty and 00/100 - - - - - Dollars Premium
Jsrael B. Neumann and Marian Willard, for
HEREBY INSURES account of themselves and as Agents

WHOSE ADDRESS IS 543 Madison Avenue, New York City

FROM NOON OF THE 3rd DAY OF April 19 39

TO NOON OF THE 3rd DAY OF April 19 40

STANDARD TIME AT PLACE OF ISSUANCE,
COVERING UPON As per form attached - - - - -

INLAND MARINE DEPARTMENT

SPECIAL FINE ARTS FLOATER FORM

1. Assured: Jsrael B. Neumann and Marian Willard, for account of themselves and as Agents.
2. Loss, if any, payable to them or order, as interest may appear.
3. On Painting, "St. Francis in Meditation", by Artist - Domenico Theotokpoli el Greco.
4. This insurance covers the property insured hereunder while in transit or elsewhere on exhibition or otherwise within the United States and/or Canada.
5. Warranted that all shipments will be in custody of the assured or messengers employed by the assured or by Railway Express Agency.
6. This Company shall not be liable for more than \$25,000.00 on property as herein provided.
7. This policy covers the property insured against all risks of loss of or damage to such property except as hereinafter provided.

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE OCCASIONED BY:

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4. This insurance covers the property insured hereunder while in transit or elsewhere on exhibition or otherwise within the United States and/or Canada. It is specific as to the item of property insured, as to the location of said property or as to the perils insured against.

5. Warranted that all shipments will be in custody of the assured or messengers employed by the assured or by Railway Express Agency.

6. This Company shall not be liable for more than \$25,000.00 on property as herein provided.

7. This policy covers the property insured against all risks of loss of or damage to such property except as hereinafter provided.

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE OCCASIONED BY:

15. (A) Wear and Tear, deterioration, delay, loss of market, or other moth, vermin, inherent vice or damage sustained due to any process or while being actually worked upon and resulting therefrom;

16. (B) Capture, seizure, arrest, restraint, detention, confiscation, preemption, requisition or nationalization, and the consequences thereof or of any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom;

17. (C) Infidelity of any person or persons to whom property insured hereunder may be entrusted;

18. (D) Dishonesty of assured and/or employees either directly or in collusion with others.

8. It is understood and agreed that when the property insured hereunder is on the premises of others for work of any character in connection with such property that this insurance covers only against loss or damage caused by Fire and Theft.

9. It is understood and agreed that this policy does not cover property on fair grounds or on the premises of any National or International Exposition unless such premises are specifically described in the policy or by endorsement.

10. Warranted by the assured that the property insured hereunder be packed and unpacked by competent packers.

11. It is warranted by the assured that not less than 10% of the value of the property shipped by Railway Express, but in no case for a sum less than \$500.00 shall be declared. *2500.00*

12. It is hereby understood and agreed that in the event of loss under this policy the basis of adjustment will be at Cost Price to assured.

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13. This Company shall not be liable for a greater proportion of any loss or damage to the property described herein, than the sum here-
by insured bears to One Hundred Per Centum (100%) of the value (as
defined in Paragraph No. 12) of said property at the time such loss
shall occur, whether before or after a loss.
14. It is hereby understood and agreed that whenever any of the property
described herein is, at the time of any loss, covered by other insur-
ance which is specific as to the item of property insured, thereby or
as to the location of said property or as to the perils insured against,
this policy shall cover the property insured hereunder only as far as
relates to any excess of value beyond the amount of such Specific Insur-
ance and this Company shall not be liable for any loss unless the
amount of such loss shall exceed the amount of such Specific Insur-
ance, which said excess only is declared to be under the protection of
this policy. Where there is other floating insurance, valid or inval-
id, on the same property, this policy shall be liable for no greater
proportion than the sum hereby insured in one casualty bears to the
total floating insurance.
15. It is warranted by the assured that this insurance shall in no wise
inure directly or indirectly to the benefit of any carrier or other
bailee.
16. The assured shall immediately report to this Company or its Agent
every loss or damage which may become a claim under this policy, and
shall also file with the Company or its Agent, a detailed sworn Proof
of Loss within ninety days from date of loss. Failure by the assured
either to report the said loss or damage or to file such written Proof
of Loss as above provided shall invalidate any claim under this policy.
17. The Assured shall submit and so far as is within his or their power
cause all other persons interested in the property and members of the
household and employees to submit to examination under oath by any per-
sons named by the Company, relative to any and all matters in connec-
tion with a claim, and shall produce for examination all books of ac-
count, bills, invoices, and other vouchers or certified copies thereof
if originals be lost, at such reasonable time and place as may be de-
signated by the Company or its representatives, and shall permit ex-
tracts and copies thereof to be made.
18. All adjusted claims shall be paid or made good to the assured within
sixty days after presentation and acceptance of satisfactory Proof of
Interest and Loss at the office of this Company.
19. In case of loss or damage, it shall be lawful and necessary for the
Assured, their factors, servants and assigns, to sue, labor and travel
for, in and about the defense, safeguard and recovery of the property
insured hereunder, or any part thereof, without prejudice to this in-
surance nor shall the acts of the assured or this Company, in recover-
ing, saving and preserving the property insured in case of loss or dam-
age, be considered a waiver or an acceptance of abandonment; to the
charges whereof this Company will contribute according to the rate and
quantity of the sum herein insured.
20. In all cases of loss, the assured shall, at the request of said Company
or its Agents, assign and subrogate all their rights and claims against
others to this Company at time of payment to an amount not exceeding
the sum paid by this Company. This Company is not liable for any loss
which, without their consent, has been settled or compromised with
others, who may be liable therefor.

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- 21. This entire policy shall be void if the assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the assured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.
- 22. It is a condition of this policy that no suit, action or proceeding for the recovery of any claim under this policy shall be maintainable in any court unless the same be commenced within twelve months next after the calendar date of the happening of the physical loss or or damage out of which the said claim arose. Provided, however, that if by the laws of the State within which this policy is issued such limitation is invalid then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such State, to be fixed herein.
- 23. This policy may be cancelled at any time upon request of the Assured, the Company retaining or collecting the customary short rates for the time it has been in force; or, it may be cancelled by the Company by delivering or mailing to the Assured at the address stated herein five days' written notice of such cancellation and, if the premium has been paid, by tendering in cash, postal money order, or check, the pro rata unearned premium thereon.
- 24. In the event of disagreement as to the amount of loss under this policy the same shall be ascertained by two competent and disinterested appraisers, the assured and this Company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and failing to agree shall submit their differences to the umpire and the award in writing of any two shall determine the amount of such loss. The parties hereto shall pay the appraisers respectively selected by them and shall bear equally the expenses of the appraisal and umpire.
- 25. It is understood and agreed that the Assured will, at all times, use due diligence to protect the property insured against loss or damage.

Attached to and forming part of Policy No. ITF14446 of the -
 GREAT AMERICAN INSURANCE COMPANY.
 Dated - April 3rd, 1939

R.P. Howell

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OTHER INSURANCE PERMITTED

Other insurance permitted without notice until required and it is hereby declared and agreed that whenever any of the foregoing described property at the time of any loss is covered by specific insurance in this or any other office, this policy shall not extend to cover the same, excepting only as far as relates to any excess of value beyond the amount of such specific insurance, and shall not be liable for any loss, unless the amount of such loss shall exceed the amount of such specific insurance, which said excess only is declared to be under the protection of this policy. Where there is other floating insurance, valid or not valid, on the same property, this policy shall be liable for no greater proportion than the sum hereby insured in one casualty, bears to the total floating insurance.

LIGHTNING CLAUSE

This policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning), not exceeding the sum insured in any one casualty, nor the interest of the assured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property, the liability of this Company shall be measured by the terms of the preceding paragraph, whether such other insurance be against direct loss by Lightning or not.

CARRIER'S CLAUSE

It is understood and agreed that the assured may accept without prejudice to this insurance the ordinary Bills of Lading or receipts issued by any carrier or other bailee, but it is warranted by the assured that this insurance shall not enure directly or indirectly to the benefit of the carrier or other bailee, by stipulation in Bill of Lading or otherwise, and in case of any agreement or release, lost or prejudiced, which would, except for such agreement or act, pass to this Company upon acceptance of abandonment or payment of loss, then this Company shall not be bound to pay such loss, or to make any advance whatsoever to the assured by reason thereof.

Warranted by the assured that he has not and will not enter in any special agreement with any carrier or bailee releasing them from their common law or statutory liability.

SUBROGATION

In all cases of loss, the assured shall, at the request of said Company or its agents, assign and subrogate all their rights and claims against others to said Company at time of payment to an amount not exceeding the sum paid by this Company. This Company is not liable for any loss which, without their consent, has been settled or compromised with others, who may be liable therefor.

PROTECTION OF PROPERTY IN EVENT OF LOSS

In the event of loss, damage, detriment or hurt to said merchandise, caused by the perils insured against, it shall be the duty of the assured to use all lawful and proper efforts for the safeguard and recovery of the property, without prejudice to this insurance, and it is mutually agreed, that the acts of either party, or their agents, in securing, preserving or recovering the property insured, shall not be considered or held to be either a waiver or acceptance of an abandonment.

OPTION TO REPLACE PROPERTY

In the event of loss or damage, this Company may, at its option, repair or replace the property lost or damaged, with material of like kind and quality after making a proper deduction for depreciation which existed prior to such loss or damage.

PART OR SET CLAUSE

Where any insured item consists of more than one part, this policy is not to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of the insured item; nor more than a proportionate part of the insured value of the insured item.

NOTICE AND PROOF OF LOSS

Loss, if any, under this policy to be immediately reported with full particulars to the Company at its office, located at One Liberty Street, New York City.

The assured shall file with the Company or its Agent, a detailed sworn proof of loss within ninety days from date of loss. Failure by the assured either to report the said loss or damage or to file such written proofs of loss as above provided, shall invalidate any claim under this policy.

VALUATION AND PAYMENT OF LOSS

This Company shall not be liable beyond the actual cash value of the property at any time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost the assured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the assured and this Company, or, if they differ, then by appraisers, as hereinafter provided, and the amount of loss or damage having been thus determined the sum for which this Company is liable pursuant to this policy shall be payable thirty days after due notice, ascertainment, estimate, and satisfactory proof of the loss have been received by this Company in accordance with the terms of this policy.

This policy and all matters in connection therewith and all liabilities thereunder, shall be construed and governed by New York Law.

APPRAISAL

In the event of disagreement as to the amount of loss, the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the assured and this Company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately the amount of loss and damage, and, failing to agree, shall submit their differences to the umpire, who shall select one of the appraisers, and the parties thereto shall pay the expenses of the appraisal and umpire.

SUIT AGAINST COMPANY

No suit or action for the recovery of any claim arising under this policy shall be maintainable in any Court, unless such suit or action shall have been commenced within one year from the date of the happening of the loss out of which the said claim arose: PROVIDED, HOWEVER, that if, by the laws of the State within which this policy is issued, such limitation is invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such state to be fixed herein.

SUIT AGAINST OTHERS BY ASSURED

It is expressly agreed that upon payment of any loss or advancement or loan of moneys concerning the same, that the assured will at the request and expense of the Company, and through such counsel as the Company may designate, make claim upon and institute legal proceedings against any carrier, bailee, or other parties believed to be liable for such loss, and will use all proper and reasonable means to recover the same.

CANCELLATION

Either party may cancel this policy by giving five days' notice in writing; if at the option of this Company pro rata rates, if at the request of the assured short rates, shall be charged.

Registered notice of cancellation sent to the assured at the address stated herein shall be deemed sufficient compliance with the conditions of this clause on the part of this Company.

MISREPRESENTATION AND FRAUD

This entire policy shall be void if the assured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the assured, touching any matter relating to this insurance, or the subject thereof, whether before or after a loss.

ASSIGNMENT OF POLICY

The interest of the assured in this policy or any part thereof is not assignable unless by the consent of this Company, manifested in writing and in case of the transfer or assignment of such interest without such consent, the liability of this Company hereunder shall immediately cease.

AGENT

If any party or parties other than the assured have procured this policy, or any renewal thereof, or any endorsement thereon, he shall be deemed to be the agent of the assured, and not of this Company, in any and all transactions and representations relating to this insurance.

Inland Transit Floater Policy Policy No. I.T.F. 14446 Assured: Israel B. Neumann and Marian Willard, for account of themselves as Agents Expiration Date: April 3rd, 1940	Great American Insurance Company New York INCORPORATED 1872 HOME OFFICE, ONE LIBERTY STREET NEW YORK CITY	INLAND MARINE DEPARTMENT	I. RATNEY INSURANCE 110 WILLIAM ST. NEW YORK, N. Y. BEEKMAN 3-9600 NEW PHONE WORTH 2-5800 IMPORTANT Please Read Your Policy
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AB235Z

FORM 67

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The Assured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit, to examinations under oath by any person named by the Company, relative to any and all matters in connection with a claim, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

This policy is made and accepted subject to the foregoing stipulations and conditions, and to the following stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

IN WITNESS WHEREOF, this Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly authorized Manager or Agent of the Company.

D.R. Ackerman
Secretary.


M. Koop
President.

Countersigned at New York City
this 3rd day of April 19 39 *R.P. Howell* (Manager or Agent)


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RCA



RADIOGRAM

R.C.A. COMMUNICATIONS, INC.

A RADIO CORPORATION OF AMERICA SERVICE

TO ALL THE WORLD — BETWEEN IMPORTANT U.S. CITIES — TO SHIPS AT SEA

FORM 112-C.L. 520 1939 AUG 15 AM 6 40

RECEIVED AT TEL. CIRCLE 7-6210 NEW YORK, AT _____ STANDARD TIME
7 CENTRAL PARK WEST

CL29 HLK529 XPX

AMSTERDAM 14 3 1349

LC NEUMANN

543 MADISON AVENUE NEW YORK

PEDIGREE GRECO HONOURABLE MISS EDITH BUTTERWORTH OF SOUTHPORT
DEBOER

(CONFIRM: 543)

TELEPHONE HAnover 2-1811 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of R. C. A. COMMUNICATIONS, Inc. In telephone inquiries quote the number preceding the place of origin.

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N.V. KUNSTHANDEL P. DE BOER

TELEFOON 36849

AMSTERDAM,
HEERENGRACHT 474

3.8.39.

Mr. J. B. Neumann
543 Madison Ave
New York.

Lieber Herr Neumann,

endlich haben wir Erfolg gehabt und das Pedigree des Greco
feststellen können. Wir telegraphierten Ihnen heute:
Pedigree Greco Honourable Miss Edith Butterworth of
Southport.

Sie können sich kaum vorstellen wie sehr ich mich freue dass wir
nun endlich wissen woher das Bild kommt. Hoffentlich klappt
jetzt alles. Viel Glück. Lassen Sie bald von sich hören.
Mit den besten Grüßen auch für Miss Willard

Ihr

Clodun.

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HOTEL „DE GRAAFF“

TELEFOON 3641 (3 LIJNEN)

POSTBUS 1

ENSCHEDÉ, 27. 2. 1940.

Lieber Vater Herr Neumann,

Sieben aus Frankfurt
 zurück kide in Ihrer Brief vor. Es tut mir sehr leid,
 leid, das Sie es so schwer haben. Wie wäre es doch in
 Kunsthandel so schön, wenn man nur die Bilder besorgen
 könnte, die man verkauft hat. Wäre dies zu Fall - sich
 Sie davon überzeugen - wir helfen sehr viel Geld! Aber bei der
 ist es nun nicht so. Daher würde ich nicht ganz, wenn
 Sie schreiben: den Ankauf habe ich noch nicht verkauft, denn
 kann ich Ihnen nun kein Geld schicken. Lieber Herr F.B.,
 ich würde gerne es in. Volition zu schicken! Aber Sie wissen,
 es ja selbst - vielleicht können Sie vielleicht eine à la
 Zahlung machen?

Der Preis wäre Europa kommen zu
 lassen hat wohl wenig Sinn? Vielleicht werden wir einen
 Versuch in Argentinien damit machen. Wie steht es mit
 Toronto? Bitte schreiben Sie gleich ob wir in
 das Bild haben können? Sie werden es ja doch wohl
 nicht mehr brauchen? Wenn mir Bucher Worte (kann ich
 nicht mehr feststellen. Vielleicht ist sie längst tot. Und
 Herr N. glaubt Sie mir ganz einen das Bild kaufen wie
 dann kauft es es mit oder ohne Bucher Worte. Vielleicht ist
 es bei Ihnen in U.S.S. anders aber hier haben Gutachten nur
 Medizin aufgeführt Faktoren von Bedeutung zu sein. Gerade
 die Qualität dieser Bilder sollte wenig sein!

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Ich habe hier nicht bei mir u. kann den «Vertrag» nicht
 einsehen. Aber ich glaube den Inhalt zu den 3. u. 4. von
 der 1.4. Falls Sie es bei mir nicht bestellen oder verkaufen
 haben, können wir wieder darüber diskutieren. Ist das correct?
 Leider konnten Sie nie etwas aus N.Y. Glauben Sie nicht, dass
 mich alles interessiert. Auch ein Preis von \$19000.- bis zu
 v. Co. Das das nicht stimmt? von mehr Silbermann,
 Kienfeldt, M. Gutmann, Zimmman - Gey? Sind Sie
 selbst noch immer so aktiv und interessiert auf dem
 Posten? Haben Sie Cläre gesehen? Was sollen die zu Taylor?
 In 36 Jahren! Mrs. Pals in Paris war recht «zufrieden»!
 Etwas anders bemerkt sie in Antéor, Suzanne Tischler steht
 bei der Harriman's Geld aus. „Ich würde wohl fast bitten
 ein. Aber ein Preis macht noch keinen Sommer. Von Robert
 umfängen zu werden ist eine „Ehre“ auf die ein Amerikaner
 verzichten sollte. Mir tut es sehr leid, dass Sie lange und
 ohne „meinen“ noch nicht im Krieg sind. Es wird ja
 aber einmal dahin kommen. Die bin bzw. dass ich hier bin,
 obwohl auch das nicht wie heißt. Mein Ziel war das
 Museenmögliche für fünf Jahre!

Herzliche Grüße
 J.L.
 C.

Was sollte man von Miss Zesto u. Olympe sein? Die
 war bzw. dass ich ihre Sache nicht mitlerbe, Des
 arme Herr Kappeler? Ausserdem in Gladstone. Wie von
 Alford Marnas Ausstellung?

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ASSCHER & WELKER.
FINE ART DEALERS.

8, DUKE STREET,
ST. JAMES'
LONDON, S.W.1.

26th February, 1940.

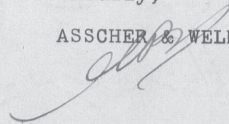
Dear Sir,

We are writing to inform you that the business recently carried on by Mr. M. B. Asscher and Dr. A. G. Welker in partnership at the above address under the name of Asscher & Welker has been dissolved by mutual consent.

The winding up of the business of the firm is being carried out by Mr. Asscher and Dr. Welker jointly and any communication relating to the affairs of the firm should be addressed to Messrs. Asscher and Welker at the above address and should not be addressed to either Partner individually.

Yours faithfully,

ASSCHER & WELKER.



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ART ASSOCIATES, INC.
 A non-profit membership corporation organized
 under the Laws of the State of New York
 Cable Address: FAIRART

Masterpieces of Art

EXHIBITION AT THE NEW YORK WORLD'S FAIR 1940

EXECUTIVE OFFICE: 56 EAST 68th STREET · NEW YORK, N. Y. · TELEPHONE: REGENT 4-1430-31

Director General:
 WALTER PACH

April 12th
 1940

Exhibition Committee
 DR. A. HAMILTON RICE
Chairman
 MILLARD J. BLOOMER, JR.
 ALFRED M. FRANKFURTER
 CHARLES R. HENSCHEL
 WALTER PACH
 GERMAIN SELIGMANN
 ROLF H. WAEGEN
Secretary

My dear Mr. Neumann:

Following out the ideas set forth in the accompanying statement, I have the honor, on behalf of the Committee, to invite your participation in the work of the 1940 Exhibition of Masterpieces of Art, and hope that you will be willing to lend the following painting from your collection:

El Greco - "St. Francis"

I realize that, in undertaking a work for the benefit of the country as a whole, the burden falls on individuals. But the country as a whole cannot furnish the works, we are cut off from the aid of Europe, and we, who are giving our time to this undertaking, hope that it may appeal to the generous spirit you have shown on other occasions.

Please feel assured that the help and instruction your picture would offer to the hundreds of thousands of visitors to our Exhibition will be deeply appreciated not only by those direct recipients of your kindness but also by the group of public spirited persons who have subscribed the expenses of the showing.

Since the time for cataloguing is very near, I would be grateful for an early reply from you.

Yours very sincerely,

Walter Pach

Walter Pach
 Director General




Mr. J. B. Neumann
 543 Madison Avenue
 New York, N. Y.

WP:js

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RADIOGRAM
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TO ALL THE WORLD — BETWEEN IMPORTANT U.S. CITIES — TO SHIPS AT SEA

RECEIVED AT 64 BROAD STREET, NEW YORK, AT APR 13 1940 STANDARD TIME

PCTBKW HLK1477 CIO 15 *cl*

AMSTERDAM 55/54 12 1608

NLT NEUMANN 543 MADISON AVENUE NEW YORK

ASSCHER WANTS GRECO BACK WE WOULD DO OUR BEST LEAVE YOU
PAINTING 1940 IF YOU COULD PAY UNTIL APRIL NINETEENTH
DOLLAR 5000 FOR SECOND QUARTER ACCOUNT BUSCH GUARANTY TRUST CO-
MPANY MADISON AVENUE OWING TO POUND DECLINE AND SITUATION
WOULD EVEN ADVISE CONSIDER MAKE OFFER FOR THREE QUARTER
PICTURE DOLLAR 15000 PLEASE CABLE

DEBOER

Telephone: HAnover 2-1811 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of
R.C.A. COMMUNICATIONS, Inc. In telephone inquiries quote the number preceding the place of origin.
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SM 12-36

(ESTABLISHED 1846)

PARIS

New York, *May 23,* 1940

M. KNOEDLER & CO., INC.
14 East 57th St.
NEW YORK

M. D. B. Neuman 543 Madison Ave

Please deliver to bearer *One painting*
El Greco for exhibition at
Mastpieces of Art.

and oblige,
Yours truly, M. KNOEDLER & CO., Inc.
Per *A. Dowling*

LONDON *Receiving Painting*
J. Falgout

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Masterpieces of Art

ART ASSOCIATES, INC.
 A non-profit membership corporation organized
 under the Laws of the State of New York
 Cable Address: FAIRART

EXHIBITION AT THE NEW YORK WORLD'S FAIR 1940

EXECUTIVE OFFICE: STREET OF WHEELS · NEW YORK WORLD'S FAIR · TELEPHONE: HAVEMEYER 9-1036-37

Director General:
 WALTER PACH

October eleventh
 1 9 4 0

Secretary:
 ROLF H. WAEGEN

Exhibition Committee
 DR. A. HAMILTON RICE
Chairman

J. B. Neumann, Esq., Director
 New Art Circle
 543 Madison Avenue
 New York, N. Y.

MILLARD J. BLOOMER, JR.
 ALFRED M. FRANKFURTER
 CHARLES R. HENSCHEL
 WALTER PACH
 GERMAIN SELIGMANN
 ROLF H. WAEGEN

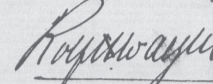
Dear Mr. Neumann:

Mr. Pach has handed me your letter of October 9, pertaining to your request in regard to the photograph of the El Grecco painting which you have loaned to the Masterpieces of Art Exhibition.

I have the pleasure to return to you herewith these photographs, duly signed, which I trust you will find satisfactory.

With kindest regards, believe me to be,

Yours very sincerely,



Rolf H. Waegen
 Executive Secretary

RHW:rm

CERTIFICATE

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RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1901/1902.
TELEGRAMS
VERIFIED, STOCK, LONDON

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

71 A/3. KA

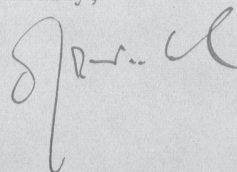
23rd October 1940

Messrs. J.B. Neumann & Marian Willard,
Fine Art Dealers,
New York City, U.S.A.

Dear Sirs,

We act for Messrs. Asscher & Welker. Our clients have a three-eighths share in the El Greco entitled "St. Francis" and we shall be pleased if you will confirm that you still hold the picture. If that is the case, we have been asked to request you now, in the terms of the Agreement, to forward it to Howard Young Galleries, Inc., 1, East 57th Street, New York. Will you please inform us when you have done so. We are writing to Messrs. Howard Young.

Yours faithfully,



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**MATERIAL TOO
LARGE TO BE
FILMED AS A
WHOLE**

**FILMED IN
SECTIONS
ONLY**

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FINE ARTS POLICY
A CAPITAL STOCK CORPORATION

Policy No. F. A. 2974

Great American Insurance Company New York

INLAND MARINE DEPARTMENT

Amount, \$ 25,000.00 Rate 1.40 S/R Premium, \$ 210.00

In Consideration of the Stipulations herein named
and of Two Hundred Ten and 00/100 - Dollars Premium

DOES INSURE Jsrael B. Neumann and Marian Willard, for account of themselves and
HEREINAFTER CALLED THE ASSURED. as Agents
WHOSE ADDRESS IS 543 Madison Avenue, New York City

FROM THE 9th DAY OF November 19 40

AT NOON, TO THE 1st DAY OF April 19 41

AT NOON, STANDARD TIME AT PLACE OF ISSUANCE, FOR THE SUM OF
Twenty Five Thousand - DOLLARS,

On Property as per schedule attached or listed below; against all risks of loss of or damage to such property except as hereinafter excluded.

~~THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE OCCASIONED BY:~~

- (a) Wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;
- (b) War, invasion, hostilities, rebellion, insurrection, confiscation by order of any Government; public authority, or risks of contraband or illegal transportation and/or trade;
- (c) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by Fire, Lightning, Theft and/or attempted theft, Cyclone, Tornado, Windstorm, Earthquake, Flood, Explosion, Malicious Damage, Falling Aircraft or Collision, Derailment or Overturn of Conveyance, unless endorsed hereon.



DESCRIPTION AND EXTENT OF PROPERTY INSURED

SPECIAL FINE ARTS FLOATER FORM

1. Assured: Jsrael B. Neumann and Marian Willard, for account of themselves and as Agents. Shipped by Railway express, but in no case for a sum less than \$500.00 shall be declared.
2. Loss, if any, payable to them or order, as interest may appear.
3. On Painting, "St. Francis in Meditation", by Artist - Domenico Theotokpoli el Greco.
4. This insurance covers the property insured hereunder while in transit or elsewhere on exhibition or otherwise within the United States and/or Canada.
5. Warranted that all shipments will be in custody of the assured or messengers employed by the assured or by Railway Express Agency.
6. This policy shall also cover the property insured while in the custody of - W.S. Budworth & Son 424 W. 52nd Street New York City any loss unless the amount of such loss shall exceed such specific insurance, which said excess only is declared to be under the protection of this policy. Where there is other floating Hayes Storage, Packing & Removal Service 304 E. 61st Street New York City property, this policy shall cover a greater proportion than the sum hereby insured in one New York City to the total floating insurance.
7. This Company shall not be liable for more than Twenty Five Thousand Dollars (\$25,000.00) in any one casualty, either in case of partial or total loss, or salvage charges, or expenses, or all combined.
17. The assured shall immediately report to this Company or its Agent every
8. This policy covers the property insured against all risks of loss of or damage to such property except as hereinafter provided.

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SPECIAL FINE ARTS FLOATER FORM

1. Assured: Jsrael B. Neumann and Marian Willard, for account of themselves and as Agents.
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 5. Warranted that all shipments will be in custody of the assured or messengers employed by the assured or by Railway Express Agency.
 6. This policy shall also cover the property insured while in the custody of -
 W.S. Budworth & Son
 424 W. 52nd Street
 New York City
 Hayes Storage, Packing & Removal Service
 304 E. 61st Street
 New York City
 7. This Company shall not be liable for more than Twenty Five Thousand Dollars (\$25,000.00) in any one casualty, either in case of partial or total loss, or salvage charges, or expenses, or all combined.
 8. This policy covers the property insured against all risks of loss of or damage to such property except as hereinafter provided.
- THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE OCCASIONED BY:
- (a) Wear and tear, deterioration, delay, loss of market, moth, vermin, inherent vice or damage sustained due to any process or while being actually worked upon and resulting therefrom;
 - (b) Capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or of any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom;
 - (c) Infidelity of any person or persons to whom property insured hereunder may be entrusted;
 - (d) Dishonesty of assured and/or employees either directly or in collusion with others.
9. It is understood and agreed that when the property insured hereunder is on the premises of others for work of any character in connection with such property that this insurance covers only against loss or damage caused by Fire and Theft.
 10. It is understood and agreed that this policy does not cover property on fair grounds or on the premises of any National or International Exposition unless such premises are specifically described in the policy or by endorsement.
 11. Warranted by the assured that the property insured hereunder be packed and unpacked by competent packers. *W*

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12. It is warranted by the assured that not less than 10% of the value of the property shipped by Railway Express, but in no case for a sum less than \$500.00 shall be declared.
13. It is hereby understood and agreed that in the event of loss under this policy the basis of adjustment will be at Cost Price to assured.
14. This Company shall not be liable for a greater proportion of any loss or damage to the property described herein, than the sum hereby insured bears to One Hundred Per Centum (100%) of the value (as defined in Paragraph No. 13) of said property at the time such loss shall occur.
15. It is hereby understood and agreed that whenever any of the property described herein is, at the time of any loss, covered by other insurance which is specific as to the item of property insured thereby or as to the location of said property or as to the perils insured against, this policy shall cover the property insured hereunder only as far as relates to any excess of value beyond the amount of such Specific Insurance and this Company shall not be liable for any loss unless the amount of such loss shall exceed the amount of such Specific Insurance, which said excess only is declared to be under the protection of this policy. Where there is other floating insurance, valid or invalid, on the same property, this policy shall be liable for no greater proportion than the sum hereby insured in one casualty bears to the total floating insurance.
16. It is warranted by the assured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.
17. The assured shall immediately report to this Company or its Agent every loss or damage which may become a claim under this policy, and shall also file with the Company or its Agent, a detailed sworn Proof of Loss within ninety days from date of loss. Failure by the assured either to report the said loss or damage or to file such written Proof of Loss as above provided shall invalidate any claim under this policy.
18. The Assured shall submit and so far as is within his or their power cause all other persons interested in the property and members of the household and employees to submit to examination under oath by any persons named by the Company, relative to any and all matters in connection with a claim, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.
19. All adjusted claims shall be paid or made good to the assured within sixty days after presentation and acceptance of satisfactory Proof of Interest and Loss at the office of this Company.
20. In case of loss or damage, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance nor shall the acts of the assured or this Company, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment; to the charges whereof this Company will contribute according to the rate and quantity of the sum herein insured.
21. In all cases of loss, the assured shall, at the request of said Company or its Agents, assign and subrogate all their rights and claims against others to this Company at time of payment to an amount not exceeding the sum paid by this Company. This Company is not liable for any loss which, without their consent, has been settled or compromised with others, who may be liable therefor. *W*

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	Neumann	I.B.4

- 3 -

22. This entire policy shall be void if the assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the assured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.
23. It is a condition of this policy that no suit, action or proceeding for the recovery of any claim under this policy shall be maintainable in any court unless the same be commenced within twelve months next after the calendar date of the happening of the physical loss of or damage out of which the said claim arose. Provided, however, that if by the laws of the State within which this policy is issued such limitation is invalid then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such State, to be fixed herein.
24. This policy may be cancelled at any time upon request of the Assured, the Company retaining or collecting the customary short rates for the time it has been in force; or, it may be cancelled by the Company by delivering or mailing to the assured at the address stated herein five days' written notice of such cancellation and, if the premium has been paid, by tendering in cash, postal money order, or check, the pro rata unearned premium thereon.
25. In the event of disagreement as to the amount of loss under this policy the same shall be ascertained by two competent and disinterested appraisers, the assured and this Company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and failing to agree shall submit their differences to the umpire and the award in writing of any two shall determine the amount of such loss. The parties hereto shall pay the appraisers respectively selected by them and shall bear equally the expenses of the appraisal and umpire.
26. It is understood and agreed that the assured will, at all times, use due diligence to protect the property insured against loss or damage.

Attached to and forming part of Policy No. FA 2974 of the GREAT AMERICAN INSURANCE COMPANY.

DATED - NOVEMBER 9TH, 1940.

0353

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	Neumann	I.B.4

6. The Assured shall immediately report to this Company or its agent every loss or damage which may become a claim under this policy, and shall also file with the Company or its agent within ninety days from date of loss, a detailed sworn proof of loss. Failure by the Assured to report the said loss or damage or to file such written proofs of loss as herein provided shall invalidate any claim under this policy.

7. The Assured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit, to examinations under oath by any persons named by the Company, relative to any and all matters in original be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

8. In case the Assured and this Company shall fail to agree as to the amount of loss or damage, the same shall be ascertained by two competent and disinterested appraisers, the Assured and this Company each selecting one, and the two so chosen shall first select a competent and failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of the loss; and parties thereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

9. All adjusted claims shall be paid or made good to the Assured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this company.

10. In all cases of loss, the Assured shall, at the request of said Company or its agents, assign and subrogate all their rights and claims against others to said Company at time of payment to an amount not exceeding the sum paid by this Company. This Company is not liable for any loss which, without their consent, has been settled or compromised with others, who may be liable therefor.

11. If at the time of happening of or simultaneous with this insurance, then this Company shall not be liable under this policy for a greater proportion of any loss or of damage to the property insured hereunder than the amount hereby insured shall bear to the whole insurance effected, whether valid or not.

12. This Company shall not be liable for more than the amount set opposite the respective articles covered hereunder, which amounts are agreed to be the values of said articles for the purpose of this insurance.

13. In case of loss or damage, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or this Company, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment; to the charge whereof this Company will contribute according to the rate and quantity of the sum herein insured.

14. This entire policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the Assured touching any matter relating to this insurance or the subject thereof; whether before or after a loss.

15. It is a condition of this policy that no suit, action or proceeding for the recovery of any claim under this policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State, to be fixed herein.

16. This policy may be cancelled at any time upon request of the Assured, the Company retaining or collecting the customary short rates for the time it has been in force or, it may be cancelled by the Company by delivering or mailing to the Assured at the address stated herein five days' written notice of such cancellation and, if the premium has been paid, by tendering in cash, postal money order, or check, the pro rata un-earned premium thereon.

<p>Fine Arts Policy</p> <p>Policy No. F.A. <u>2974</u></p> <p>Assured <u>Israel B. Neumann, et al</u></p>	<p>Expiration Date <u>April 1st,</u> <u>1941</u></p>	<p>Great American Insurance Company New York</p> <p>INCORPORATED 1872 HOME OFFICE, ONE LIBERTY STREET NEW YORK CITY</p>	<p>INLAND MARINE DEPARTMENT</p>	<p>I. RATNEY INSURANCE</p> <p>110 WILLIAM ST. NEW YORK, N. Y. WORTH 2-5800</p>	<p>IMPORTANT</p> <p>Please Read Your Policy</p>
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FORM 74-A 82777

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1. Warranted by the Assured that the property insured hereunder be packed and unpacked by competent packers.
2. It is warranted by the Assured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.
3. It is understood and agreed that, in the event of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles; but in no event shall such loss or damage be construed to mean total loss of set.
4. It is understood and agreed that this policy does not cover the property on fair grounds or on the premises of any National or International Exposition unless such premises are specifically described in the policy or by endorsement.
5. This policy is made and accepted subject to the foregoing stipulations and conditions, and to the following stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the Assured unless so written or attached.

IN WITNESS WHEREOF, this Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly authorized Manager or Agent of the Company.

D.R. Ackerman
Secretary.

M. Koop
President.

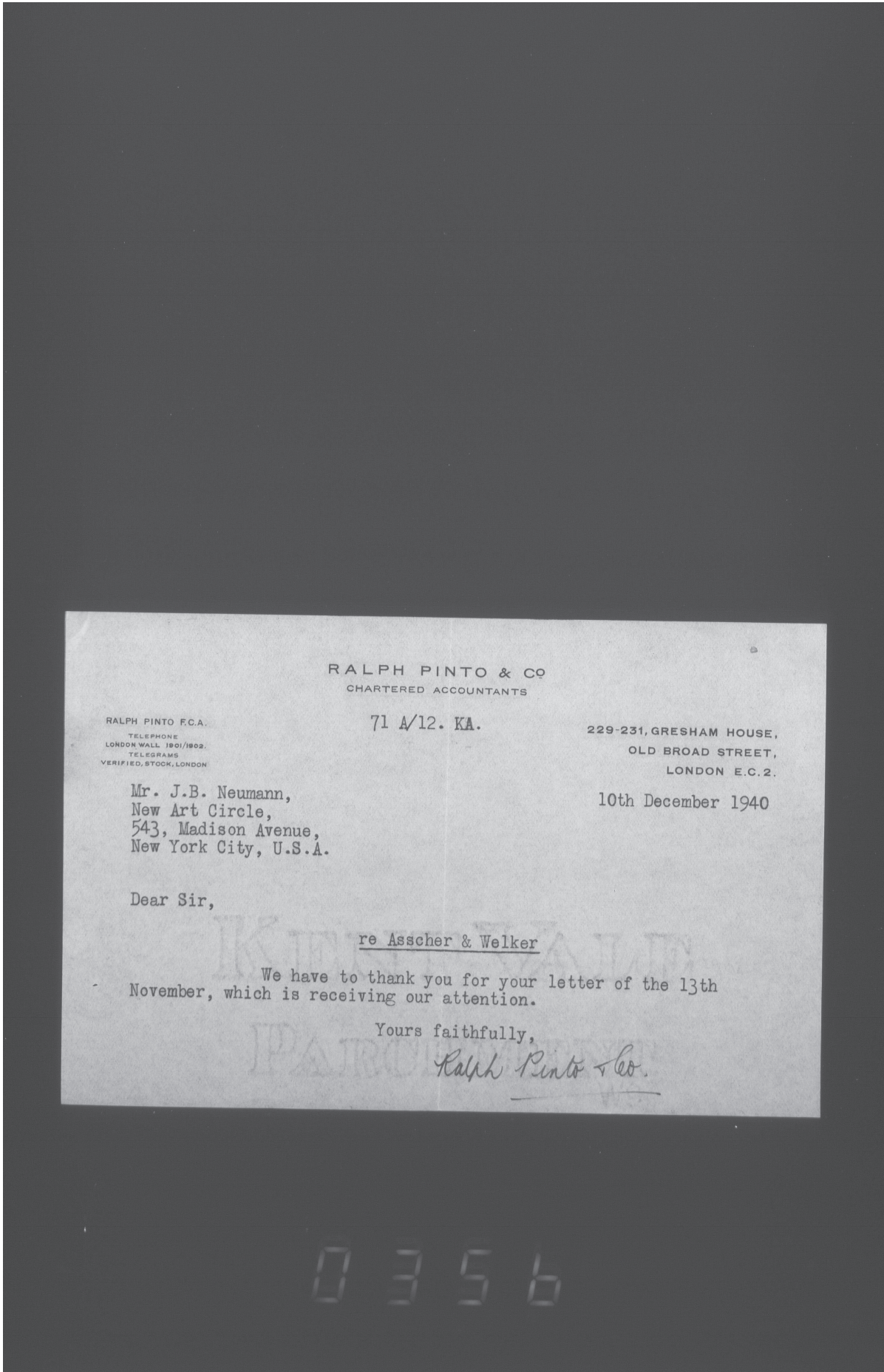
Countersigned at New York City
this 9th day of November 19 40

R.C. Danely
Manager

5037

0355

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1801/1802.
TELEGRAMS
VERIFIED, STOCK, LONDON

71 A/12. KA.

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

Mr. J.B. Neumann,
New Art Circle,
543, Madison Avenue,
New York City, U.S.A.

10th December 1940

Dear Sir,

re Asscher & Welker

We have to thank you for your letter of the 13th
November, which is receiving our attention.

Yours faithfully,

Ralph Pinto & Co.

0356

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

NEW ART CIRCLE

J. B. Neumann, Director

Cable Address: JABENART NEWYORK

Telephone: PLaza 3-8205

543 Madison Avenue

New York: Sept. 3, 1941

The picture on canvas $45\frac{1}{2}$ x $40\frac{1}{2}$ reproduced by this photograph is in my opinion a very fine genuine work by Domenico Theotokopuli, el Greco, signed by his own hand, very well preserved and executed between 1579-85, most probably toward 1582. I will reproduce it in the Supplement of my Catalogue as No. 259a. If I see well, the present picture is the prototype for all the variations which el Greco painted later representing the same subject.

Signed:

August L. Mayer

5/5/37

The painting reproduced in this photograph is in my opinion a remarkably expressive, brilliantly executed original work by el Greco; it is a work of highly emotional content and shows an extraordinary freedom of technique and subtlety of color. The state of preservation is excellent.

Signed:

W.R. Valentiner

Detroit 10/17/39

0357

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RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1801/1802.
TELEGRAMS
VERIFIED, STOCK, LONDON

GH

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

335 A/3. KA

12th November 1941

J.B. Neumann, Esq.,
New Art Circle,
543, Madison Avenue,
New York.

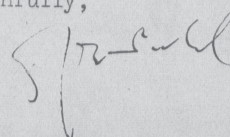
Dear Sir,

re Asscher & Welker

We have to acknowledge your letters of 6th and 24th October. Mails are very irregular and although both of your letters were sent by air mail, that of the 24th October was delivered here yesterday, whilst your original letter of 6th October was not delivered until today.

We are conferring with our client and you will be hearing further either from him or us.

Yours faithfully,



The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

Dec. 19, 1941

Messrs. Ralph Pinte & Co
229 Cresham House
London E.C.2

Re Asscher & Welker

Dear Sirs,

I have just received your letter of November 12 th and I do hope to have for you good news by the middle of January. The picture is again on approval in a museum and this time it looks more favorable. Should the sale not be perfected than I shall cable you the result otherwise I shall cable you the amount of 900 Pounds plus 6 % interest since July 1st payable in Dollars.

Sincerely yours

A. K. ...

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

Oct. 24, 1941

Ralph Pinto and Co.
229 Gresham House, Old Broad St.
London E.C.2

Asscher and Welker

Dear Sirs,

I have just received your cable which seems to prove that you did not get my letter of October 6th. (Airmail). On the back of this sheet I am making a copy of its contents. I can only add that negotiations with a new customer have just begun, and that I will settle with you as soon as the sale is concluded.

The next aeroplane is leaving on the 26th. I hope that you will have this communication latest October 28th.

Sincerely yours,

0360

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	Neumann	I.B.4

COPY

October 6, 1941

Dear Sirs,

When I signed the contract with Mr. Otto Busch for the Greco painting it was a very simple business. Read our agreement. When you offered the share of your clients at a reduced price I did hope to have de Boer do the same and I saw a new hope to sell the picture. But I am sorry to say that I could not do so, even at a loss, and that I am therefore unable to pay you now.

I would now gladly send you the picture if I had the consent of de Boer (Otto Busch). And you could repay our share of \$6250 plus insurance for three years. You know that I have nothing to do with your client and that the contract is signed only by Mr. Busch, to whom alone I am fully responsible.

It seems to me that the only fair thing is to cancel the sale of your share if you wish and to let the matter stand as it is. I shall make you an offer for your share as soon as I have cash again (the banks refuse loans to art dealers. They only finance war materials.) or, if I find a buyer.

Would you agree that we put the picture into an auction? But in this case, too, would it not be necessary to have the consent of de Boer for this final settlement? Or would you take the full responsibility to settle later with de Boer?

In 34 years I have always fulfilled my obligations. If you would be patient our problem will solve itself through a sale. I believe in this picture and I know that I will sell it. ...But it takes more time. When I signed the contract I could not foresee such great changes in our economic setup. People say that the inflation will produce a good season for art business... So please be patient.

I regret deeply the complications but it is surely not my fault. I, too, would have liked to settle this matter for good.

Most sincerely yours,

Signed: J. B. Neumann.

0361

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THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE 1280

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R. B. WHITE PRESIDENT NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER FIRST VICE-PRESIDENT

Received at
NBG38 CABLE LONDON 17 22/532P
LC NEUMANN
(TRY) 543 MADISON AVENUE NEWYORK (RD TO CD DLY)
PAYMENT DUE TO ASSCHER & WELKER OVERDUE HAVE YOU REMITTED
PINTO

OCT 23 AM 9 39

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0362

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R. B. WHITE PRESIDENT NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER FIRST VICE-PRESIDENT

Received at NBG170 CABLE VIA V LONDON 17 22/532P 041 OCT 23 PM 1 08
LC NEUMANN
(TRY) 543 MADISON AVE NEWYORK
PAYMENT DUE TO ASSCHER & WELKER OVERDUE HAVE YOU REMITTED
P INTO
543

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0363

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RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1801/1802.
TELEGRAMS
VERIFIED, STOCK, LONDON

335/25. AC.

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

J.B. Neumann Esq.,
New Art Circle,
543, Madison Avenue,
New York, U.S.A.

23rd July, 1941

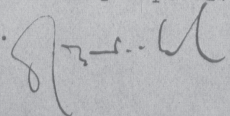
Dear Sir,

Asscher & Welker

We have to acknowledge your Air Mail letter of 3rd July and your cable referring us to that letter.

It is quite impossible for us to communicate with de Boer in Amsterdam and you will realise, we feel sure, that your purchase of our clients' share in the picture was not in any way dependent on your contact with de Boer. Our clients permitted your payment to be deferred until 1st July provided it was clearly understood that the dollar equivalent of £900 agreed should be remitted by that date. The further extension to 15th October suggested by your letter is inconvenient, but in all the circumstances our clients are prepared to agree on the understanding that you will add interest at the rate of 5% per annum for three and a half months. In the event of the money not being forthcoming on 15th October, our clients reserve the right to cancel the sale of their share to you and to demand that the picture be sent here for them to offer to prospective customers in accordance with the agreement.

Yours faithfully,



0364

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

October 6, 1941

Ralph Pinto & Co
London, E.C.2.

ASSCHER & WELKER

Dear Sirs,

When I signed the contract with Mr. Otto Busch for the Greco painting, it was a very simple business. Read our agreement. When you offered the share of your client at a reduced price I did hope to have de Boer do the same and I saw a new hope to sell this picture. But I am sorry to state that I could not do so even at a loss and that I am therefore unable to pay you now.

I would now gladly send you the picture if I had the consent of de Boer (Otto Busch) and you could repay our share of £ 6250 plus interest and \$ 1050.- for 3 years insurance. You know that I had nothing to do with your client and that the contract is signed only by Mr. Busch to whom alone I am fully responsible.

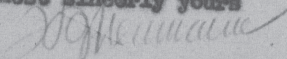
It seems to me that the only fair thing is to cancel the sale of your share if you wish and to let the matter stand as it is. I shall make you an offer for your share as soon as I either have cash again (the banks refuse loans to art dealers, they only finance war materials) or if I found a buyer.

Would you agree that we put the picture into an auction? But in this case too, would it not be necessary to have the consent of de Boer for this final settlement? Or would you take the full responsibility to settle later with de Boer?

In 34 years I have always fulfilled my obligations. If you would be patient, our problem will solve itself through a sale. I believe in this picture and I know that I will sell it...but it takes more time. When I signed the contract I could not foresee such great changes in our economic setup. People say that the inflation will produce a good season for art business....so please be patient.

I regret deeply the complications, but it is surely not my fault. I too would have liked to settle this matter for good.

Most sincerely yours



0365

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I know that our agreement was for July 1st payment. But we live in such extraordinary times and nothing functions as it should. I expected from an other source an amount of \$ 10.000.- (from Lessing Rosenwald) but this too failed. I was very eager and am still to settle this sale to our mutual satisfaction. In case that we can not get an answer from De Boer, I am willing to pay you the interests on the amount due to Adner & Welker, until latest October 15th. During the summer it is impossible to do any business in New York or elsewhere in America. (IN ART)

0366

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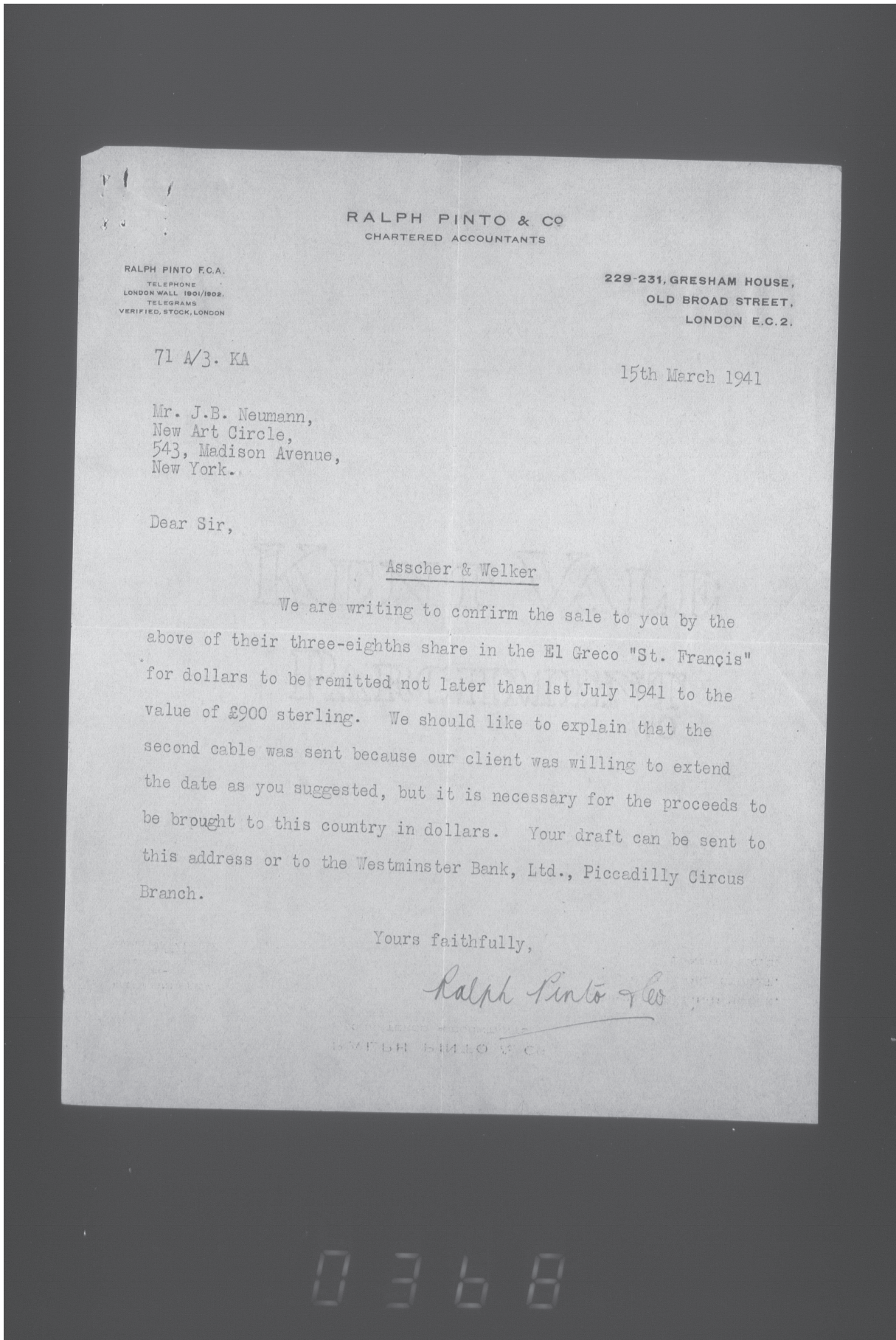
R. B. WHITE PRESIDENT NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER FIRST VICE-PRESIDENT

Received at
NAD53 22 CABLE VIA FB=LONDON 3 NFT 1941 JUL 3 AM 9 16
LC NEUMANN=
543 MADISON AVE= NYK=
ASSCHER AND WELKER PLEASE REMIT DOLLARS TO THE VALUE OF
STLG 900 DUE 1ST JULY=
PINTO.
543 STLG 900 1.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0367

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RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1801/1802.
TELEGRAMS
VERIFIED, STOCK, LONDON

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

71 A/3. KA

15th March 1941

Mr. J.B. Neumann,
New Art Circle,
543, Madison Avenue,
New York.

Dear Sir,

Asscher & Welker

We are writing to confirm the sale to you by the above of their three-eighths share in the El Greco "St. Francis" for dollars to be remitted not later than 1st July 1941 to the value of £900 sterling. We should like to explain that the second cable was sent because our client was willing to extend the date as you suggested, but it is necessary for the proceeds to be brought to this country in dollars. Your draft can be sent to this address or to the Westminster Bank, Ltd., Piccadilly Circus Branch.

Yours faithfully,

Ralph Pinto & Co

RALPH PINTO & CO

0368

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

1941
February 1,

Messrs. Ralph Pinto & Co
229 Gresham House, Old Broad Street
London, E.C.2.

Dear Sirs,

nobody could have foreseen the war and its complications I am unable to communicate with Mr. Otto Busch of de Boer in Amsterdam and therefore I would like to see that we come to an understanding concerning the Greco painting of which your clients Messrs. Asher & Welker own a three-eighths share.

I invited Mr. Howard Young to whom you wrote to see the picture, but he does not care, because for him it is unsaleable. I guess he would not care to handle it at all. And this case is the main reason why I am writing you today.

When I signed the contract it was understood that the picture shall remain with me in America and de Boer in Europe, in half year periods, until it is sold. But it would surely be a very great damage to my reputation as an artdealer and my own personal prestige when this picture would be shown around here by an other artdealer. This became evident after I wrote to you last and received Mr. Howard Young. It takes now great patience to conclude a deal in art business.

I therefore propose the following solution. Since I do actually represent de Boer with three-eighths and myself (Miss Willard is no longer with me associated) with two-eighths shares of the picture that you shall reduce the price for your share to \$ 5000.- or less and then make the sale possible.

The difficulties why the picture is almost unsaleable is
A./ that 19 more replicas exist (see the enclosed photograph, which I ask you to return)
B./ because the is a skull on the picture and American collectors dislike this subject.

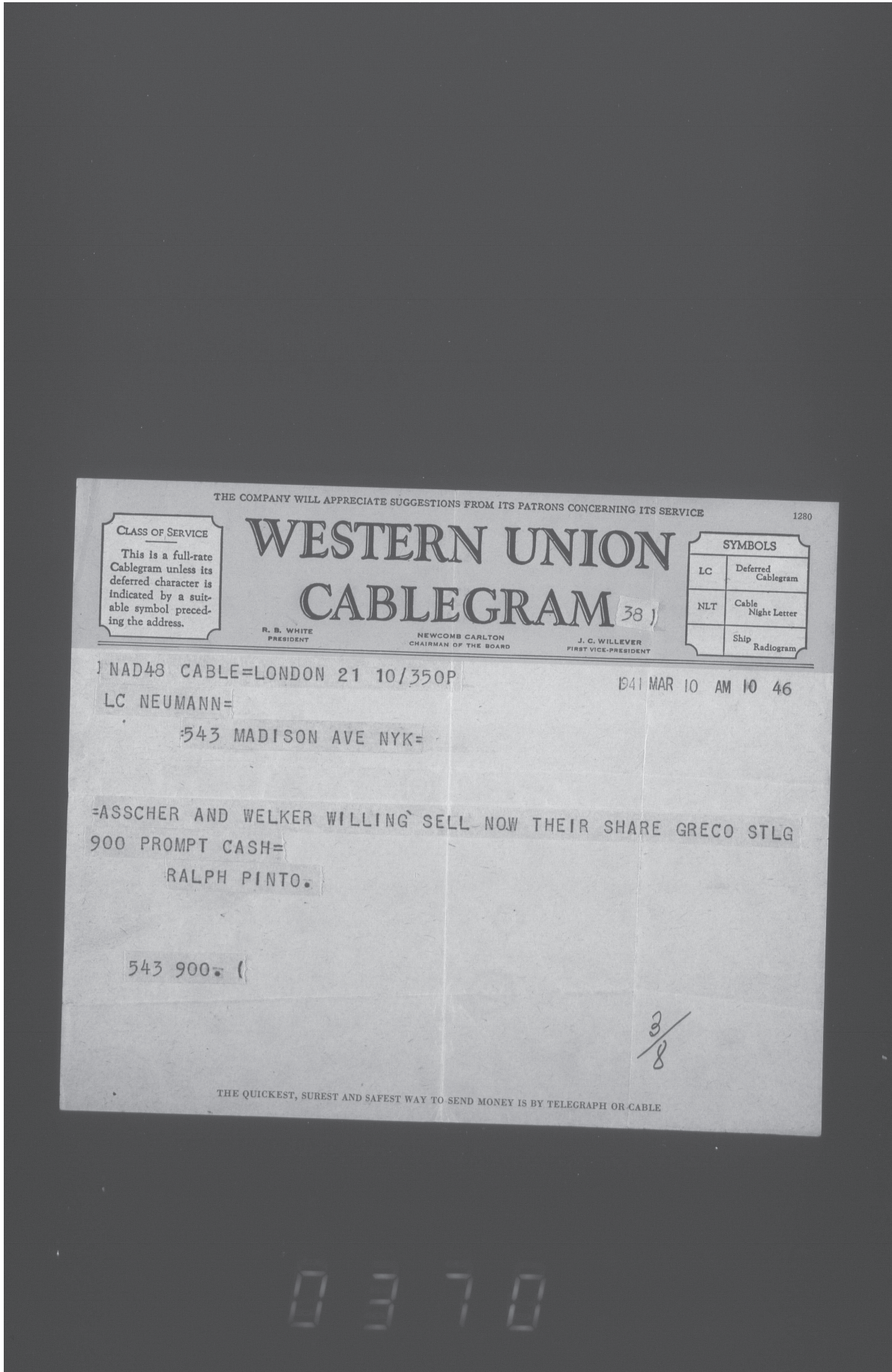
It is actually a picture for European taste but at a modest price it may be sold here. At a very low price I am willing to take over your share. you

I hope to hear from you and beg you to be assured that I shall do my best to satisfy you.

Sincerely yours

0369

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1280

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WESTERN UNION CABLEGRAM 38

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

SYMBOLS

LC	Deferred Cablegram
NLT	Cable Night Letter
	Ship Radiogram

1 NAD48 CABLE=LONDON 21 10/350P

1941 MAR 10 AM 10 46

LC NEUMANN=

543 MADISON AVE NYK=

=ASSCHER AND WELKER WILLING` SELL NOW THEIR SHARE GRECO STLG
900 PROMPT CASH=

RALPH PINTO.

543 900. (

3/8

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0370

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

$\$4 = 1 \text{ £}$
3600 .—
for $\frac{3}{8}$ of the
pictures
7500 Merion

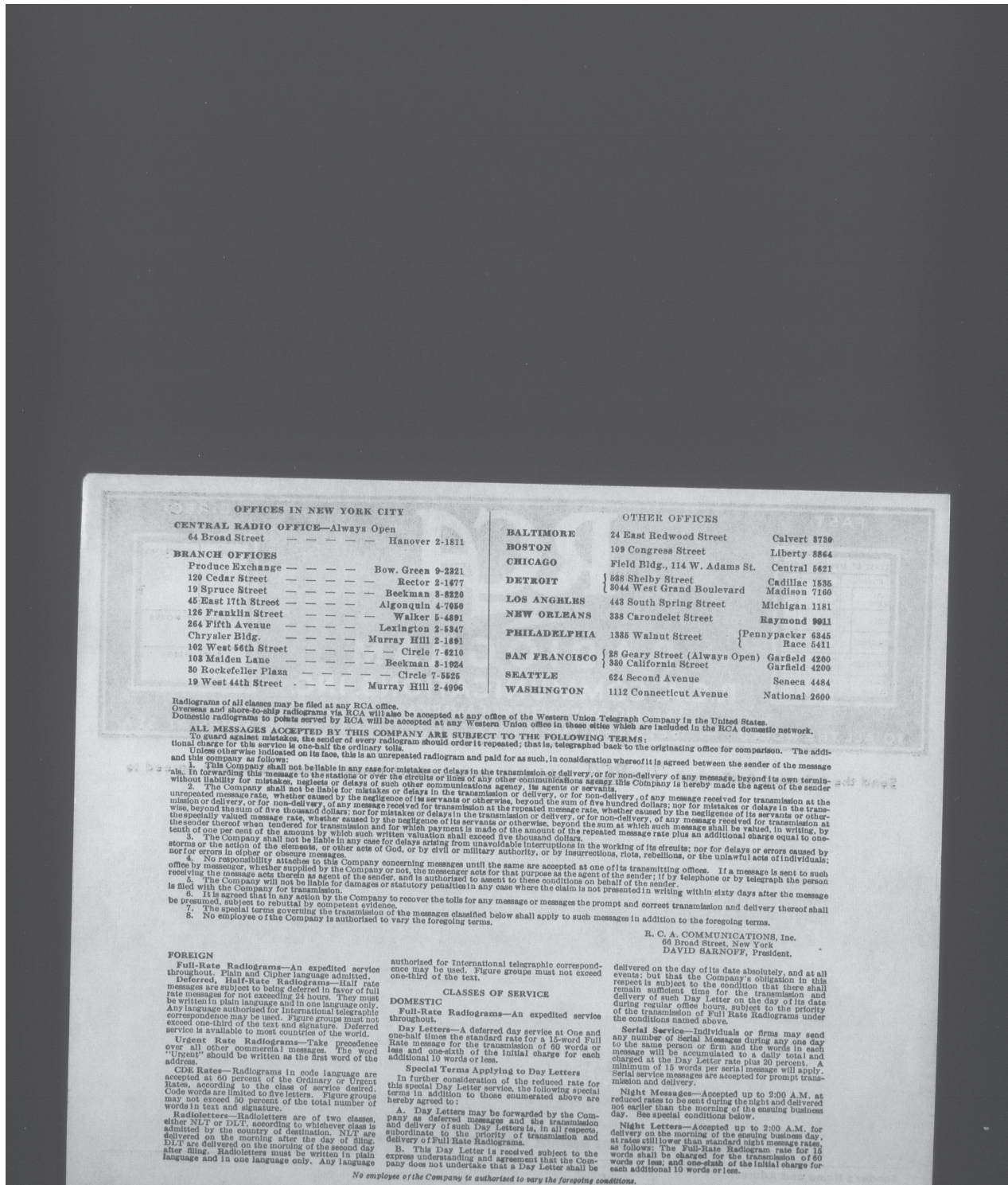
0371

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

<p>FAST</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">CLASS OF SERVICE DESIRED</th> </tr> <tr> <th>FOREIGN</th> <th>DOMESTIC</th> </tr> <tr> <td>FULL RATE</td> <td>FULL RATE</td> </tr> <tr> <td>CDE</td> <td>DAY LETTER</td> </tr> <tr> <td>URGENT</td> <td>SERIAL SERVICE</td> </tr> <tr> <td>DEFERRED</td> <td>NIGHT MESSAGE</td> </tr> <tr> <td>RADIO LETTER</td> <td>NIGHT LETTER</td> </tr> </table>	CLASS OF SERVICE DESIRED		FOREIGN	DOMESTIC	FULL RATE	FULL RATE	CDE	DAY LETTER	URGENT	SERIAL SERVICE	DEFERRED	NIGHT MESSAGE	RADIO LETTER	NIGHT LETTER	<h1 style="font-size: 2em; margin: 0;">RCA</h1> <h2 style="margin: 0;">RADIOGRAM</h2> <h3 style="margin: 0;">R.C.A. COMMUNICATIONS, INC.</h3> <p style="margin: 0; font-size: 0.8em;">A RADIO CORPORATION OF AMERICA SERVICE</p> <p style="margin: 0; font-size: 0.8em;">TO ALL THE WORLD — BETWEEN IMPORTANT U.S. CITIES — TO SHIPS AT SEA</p>	<p>DIRECT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO.</td> <td style="width: 50%;">CASH OR CHG.</td> </tr> <tr> <td colspan="2" style="text-align: center;">NUMBER OF WORDS</td> </tr> <tr> <td colspan="2" style="text-align: center;">TIME FILED</td> </tr> </table>	NO.	CASH OR CHG.	NUMBER OF WORDS		TIME FILED	
CLASS OF SERVICE DESIRED																						
FOREIGN	DOMESTIC																					
FULL RATE	FULL RATE																					
CDE	DAY LETTER																					
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NUMBER OF WORDS																						
TIME FILED																						
<p>Send the following Radiogram <i>"Via RCA"</i> subject to terms on back hereof, which are hereby agreed to</p> <p style="font-size: 1.5em; text-align: center;">VERIFIED STOCK — LONDON</p> <p style="font-size: 1.5em; text-align: center;">NINEHUNDRED POUNDS ACCEPTED</p> <p style="font-size: 1.5em; text-align: center;">PAYABLE VERY SOON LATEST</p> <p style="font-size: 1.5em; text-align: center;">JULY FIRST</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 20px;"> <div style="border-left: 1px solid black; padding-left: 10px;"> <p style="font-size: 0.8em;">NINEHUNDRED POUNDS ACCEPTED PAYABLE VERY SOON LATEST JULY FIRST</p> </div> <div style="text-align: center;"> <p style="font-size: 1.5em;">NEUMANN</p> </div> <div style="text-align: right;"> <p style="font-size: 1.2em; font-family: cursive;">Morah 11/5 1941</p> </div> </div> <p style="text-align: center; font-size: 0.8em; margin-top: 10px;">FULL-RATE MESSAGE UNLESS MARKED OTHERWISE</p> <p style="font-size: 0.8em;">Sender's Name and Address (Not to be transmitted)</p> <p style="font-size: 1.2em; text-align: center;">J B NEUMANN 543 MADISON AV</p> <p style="font-size: 0.8em;">Form 100-35-TA-823</p>																						

0372

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



OFFICES IN NEW YORK CITY

CENTRAL RADIO OFFICE—Always Open		
64 Broad Street	-----	Hanover 2-1811
BRANCH OFFICES		
Produce Exchange	-----	Bow Green 9-2321
129 Cedar Street	-----	Rector 2-1677
19 Spruce Street	-----	Beekman 8-8220
45 East 17th Street	-----	Algonquin 4-7080
126 Franklin Street	-----	Walker 5-4891
264 Fifth Avenue	-----	Lexington 2-5847
Chrysler Bldg.	-----	Murray Hill 2-1891
102 West 56th Street	-----	Circle 7-8210
103 Maiden Lane	-----	Beekman 8-1924
30 Rockefeller Plaza	-----	Circle 7-5825
19 West 44th Street	-----	Murray Hill 2-4996

OTHER OFFICES

BALTIMORE	24 East Redwood Street	Calvert 8730
BOSTON	109 Congress Street	Liberty 8864
CHICAGO	Field Bldg., 114 W. Adams St.	Central 6621
DETROIT	585 Shelby Street	Cadillac 1535
	304 W. West Grand Boulevard	Madison 7160
LOS ANGELES	443 South Spring Street	Michigan 1181
NEW ORLEANS	338 Carondelet Street	Raymond 9011
PHILADELPHIA	1385 Walnut Street	Pennypacker 6345
		Race 5411
SAN FRANCISCO	80 Geary Street (Always Open)	Garfield 4200
	380 California Street	Garfield 4200
SEATTLE	624 Second Avenue	Seneca 4884
WASHINGTON	1112 Connecticut Avenue	National 2600

Radiograms of all classes may be filed at any RCA office. Overseas and shore-to-ship radiograms via RCA will also be accepted at any office of the Western Union Telegraph Company in the United States. Domestic radiograms to points served by RCA will be accepted at any Western Union office in these cities which are included in the RCA domestic network.

ALL MESSAGES ACCEPTED BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes, the sender of every radiogram should order it repeated; that is, telegraphed back to the originating office for comparison. The additional charge for this service is one-half the ordinary toll.

Unless otherwise indicated on its face, this is an unrepeated radiogram and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. This Company shall not be liable in any case for mistakes or delays in the transmission or delivery, or for non-delivery of any message, beyond its own terms, without liability for mistakes, neglects or delays of such other communications agency, its agents or servants.
2. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any message received for transmission at the unrepeated message rate, whether caused by the negligence of its servants or otherwise, beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any message received for transmission at the specially valued message rate, whether caused by the negligence of its servants or otherwise, beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any message received for transmission at the tenth of one per cent of the amount by which such written valuation shall exceed five thousand dollars.
3. The Company shall not be liable in any case for delays arising from unavoidable interruptions in the working of its circuits; nor for delays or errors caused by storms or the action of the elements, or other acts of God, or by civil or military authority, or by insurrections, riots, rebellions, or the unlawful acts of individuals; nor for errors in cipher or obscure messages.
4. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices. If a message is sent to such office by messenger, whether supplied by the Company or not, the messenger acts for that purpose as the agent of the sender; if by telephone or by telegraph the person receiving the message acts therein as agent of the sender, and is authorized to assent to these conditions on behalf of the sender.
5. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
6. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
7. The special terms governing the transmission of the messages classified below shall apply to such messages in addition to the foregoing terms.
8. No employee of the Company is authorized to vary the foregoing terms.

R. C. A. COMMUNICATIONS, Inc.
60 Broad Street, New York
DAVID BARNOFF, President.

FOREIGN

Full-Rate Radiograms—An expedited service throughout. Plain and Cipher language admitted.

Deferred, Half-Rate Radiograms—Half rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. They must be written in plain language and in one language only. Any language authorized for International telegraphic correspondence may be used. Figure groups must not exceed one-third of the text and signature. Deferred service is available to most countries of the world.

Urgent Rate Radiograms—Take precedence over all other commercial messages. The word "Urgent" should be written as the first word of the address.

Code Rates—Radiograms in code language are accepted at 60 percent of the Ordinary or Urgent Rates, according to the class of service desired. Code words are limited to five letters. Figure groups may not exceed 50 percent of the total number of words in text and signature.

Radioletters—Radioletters are of two classes, admitted by the country of destination. NLT are delivered on the morning after the day of filing. DLT are delivered on the morning of the second day after filing. Radioletters must be written in plain language and in one language only. Any language

authorized for International telegraphic correspondence may be used. Figure groups must not exceed one-third of the text.

CLASSES OF SERVICE

DOMESTIC

Full-Rate Radiograms—An expedited service throughout.

Day Letters—A deferred day service at one and one-half times the standard rate for a 15-word Full Rate message for the transmission of 60 words or less and one-sixth of the initial charge for each additional 10 words or less.

Special Terms Applicable to Day Letters

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Company as deferred messages and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of Full Rate Radiograms.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be

delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of Full Rate Radiograms under the conditions named above.

Serial Service—Individuals or firms may send any number of Serial Messages during any one day to the same person or firm and the words in each message will be accumulated to a daily total and minimum of 15 words per serial message will apply. Serial service messages are accepted for prompt transmission and delivery.

Night Messages—Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day. See special conditions below.

Night Letters—Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The Full-Rate Radiogram rate for 15 words shall be charged for the transmission of 60 words or less, and one-sixth of the initial charge for each additional 10 words or less.

No employee of the Company is authorized to vary the foregoing conditions.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

FAST	<h1>RCA</h1>	DIRECT																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">CLASS OF SERVICE DESIRED</th> </tr> <tr> <th>FOREIGN</th> <th>DOMESTIC</th> </tr> <tr> <td>FULL RATE</td> <td>FULL RATE</td> </tr> <tr> <td>CDE</td> <td>DAY LETTER</td> </tr> <tr> <td>URGENT</td> <td>SERIAL SERVICE</td> </tr> <tr> <td>DEFERRED</td> <td>NIGHT MESSAGE</td> </tr> <tr> <td>RADIO LETTER</td> <td>NIGHT LETTER</td> </tr> </table>	CLASS OF SERVICE DESIRED		FOREIGN	DOMESTIC	FULL RATE	FULL RATE	CDE	DAY LETTER	URGENT	SERIAL SERVICE	DEFERRED	NIGHT MESSAGE	RADIO LETTER	NIGHT LETTER	<h2>RADIOGRAM</h2> <h3>R.C.A. COMMUNICATIONS, INC.</h3> <p style="font-size: x-small;">A RADIO CORPORATION OF AMERICA SERVICE</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO.</td> <td style="width: 50%;">CASH OR CHG.</td> </tr> <tr> <td style="text-align: center;">100</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">NUMBER OF WORDS</td> </tr> <tr> <td colspan="2" style="text-align: center;">100</td> </tr> <tr> <td colspan="2" style="text-align: center;">TIME FILED</td> </tr> <tr> <td colspan="2" style="text-align: center;">10/19/41</td> </tr> </table>	NO.	CASH OR CHG.	100		NUMBER OF WORDS		100		TIME FILED		10/19/41	
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TO ALL THE WORLD — BETWEEN IMPORTANT U. S. CITIES — TO SHIPS AT SEA																												
<p>Send the following Radiogram "Via RCA" subject to terms on back hereof, which are hereby agreed to</p> <p style="font-size: 2em; margin-left: 100px;">PINTO</p> <p style="margin-left: 150px;">229 CRESHAM HOUSE</p> <p style="margin-left: 180px;">LONDON E.C.2.</p> <p style="margin-left: 100px; margin-top: 20px;">PAYMENT DOLLARS — ACCEPTED</p> <p style="margin-left: 150px; margin-top: 10px;">NEUMANN</p> <p style="margin-left: 100px; margin-top: 10px;">March 19th 1941</p> <p style="text-align: right; margin-right: 50px;">1941</p> <p style="font-size: x-small; text-align: center;">FULL-RATE MESSAGE UNLESS MARKED OTHERWISE</p> <p style="font-size: 1.2em; margin-left: 50px;">J. B. NEUMANN 543 Madison Ave.</p>																												
Sender's Name and Address (Not to be transmitted)																												

0374

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	Neumann	I.B.4

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE 1280

CLASS OF SERVICE This is a full-rate Cablegram unless its deferred character is indicated by a suitable symbol preceding the address.	WESTERN UNION CABLEGRAM (03)	SYMBOLS LC Deferred Cablegram NLT Cable Night Letter Ship Radiogram
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R. B. WHITE PRESIDENT NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER FIRST VICE-PRESIDENT

1 NAD102 CABLE VIA V=LONDON 18 12 340P
LC NEUMANN=(TRY) 543 MADISON AVE
NEWYORK (NY)=

041 MAR 12 PM 12 05

ASSCHER AND WELKER CAN ONLY ACCEPT PROVIDED PAYMENT MADE
IN DOLLARS=
PINTO.

Three thousand Dollars

543.0

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0375

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

2. April 1940

Lieber Herr Busch,

die Zurbaran-Angelegenheit betrachte ich als Freundschaftsangelegenheit, die Sie \$ 30.- jaehrlich kostet bis ich das Bild verkaufe. 6% von \$ 500.-. Ich war und bin der Freund Ihrer Firma und Sie erhalten doch immer wieder Geld von mir, waehrend ich noch nie welches von Ihnen erhalten habe. Es ist moeglich dass Sie ein weiteres $\frac{1}{4}$ der Greco Summe erhalten werden, da ich mit aller Energie daran bin ich werde Sie in dem Falle per cabel verstaendigen, one quarter reserved das ich dann auf Ihr Konto hier einzahlen wuerde. Welches ist Ihre Bank? Laut Vertrag sollten Sie den Greco nach Europa fuers naechste Jahr haben. Hier und auch in Sued Amerika sind wir doch taetig gewesen und bleiben es auch. Durch den Krieg aendert sich natuerlich die Situation zu unsren Gunsten. Wie waere es wenn wir noch das kommende Jahr das Bild behielten und wenn dann der Krieg es verhindern wuerde dass das Bild nach Europa gehe, dass Sie es unter allen Umstaenden auch selbst in New York anbieten duerften? Ist das fair? Sollte mir aber gelingen Ihnen das zweite Viertel zahlen zu koennen, dann waere es natuerlich selbstverstaendlich dass das Bild bei uns bleibe.

Wir waren hier nicht untaetig. Wir sind in dauernden Verhandlungen, aber es scheidert am Mangel einer einwandfreien Geschichte der Vorbesitzer, da die Butterworth ueberhaupt in keinem Adressbuch in England zu finden ist. Wir schrieben an mehrere aber ohne Erfolg. Wuerden Sie mir verraten wievaaa das Bild seinerzeit in der Auktion Sie gekostet hat? Es hat Nichts zu tun mit unserem Preise, es hat nur mit einem New Yorker Kunsthaendler zu tun, der es mir bei einem Kunden verdorben hat indem er einen laecherlich niedrigen Auktionspreis den es in London brachte (weil es keine besondere Vergangenheit hatte) erwachte.

Nun da das Bild laut Vertrag jetzt Ihnen gehoert bis ich Ihre Zustimmung habe bitte ich Sie um folgende Antworten:

1. Ist das Bild bei Ihnen versichert?
2. Soll ich es in die Worldfair ~~1st/2nd~~/ fuer den ganzen Sommer leihen?
3. Haetten Sie Lust dass wir das Bild in eine Auktion geben und Ihnen die Restsumme garantieren? Falls es nicht unseren gewuenschten Preis braechte, muessten wir es zurueckkaufen. Dieses Experiment wuerde uns etwa \$ 500.- kosten. Ich trage mich mit dem Gedanken einer Auktion..... nur Auktionen scheinen noch Kunden anzuziehen.

Kabeladresse: JABENART NEWYORK
Wir haben fuer das letzte Jahr \$ 350.- Versicherung bezahlt und wuerden es selbstverstaendlich wieder versichern falls wir es fuers naechste Jahr behalten duerften. Ich wuerde mich auch verpflichten Ihnen das zweite Viertel der Summe waehrend des Jahres zu zahlen, das waere bis 1. April 1941.... falls Sie mir kabelein dass wir das Bild ohne Einschränkungen wie fuers erste Jahr behalten duerfen.

Seien Sie und Ihre Mitarbeiter
herslichst gegruesset und antworten Sie bitte umgehend.

Herzlichst

0376

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

Wohlgemerkt:

Ich (J.B.N.) handle als Trustee fuer Marian Willards Mutter und
fuer Sie. Erst wenn das Bild verkauft ist, haette ich Was davon.
Darum moechte ich ausdruecklich klar machen, dass falls ich das
zweite Viertel nicht bezahlen kann, dass under Vertrag bestehen
bleibt. Ich habe das Gefuehl dass das Bild im naechsten Jahre ver-
kauft werden wird. Sollte es nicht, dann trete ich zurueck zu Ihren
Gunsten und Miss Willard bleibt mit $\frac{1}{2}$ weiter beteiligt.

J.B.N.

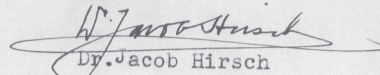
The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

TELEPHONE
CIRCLE 7-7500

SUITE 1209
30 WEST 54TH STREET
NEW YORK, N. Y.

Received from Mr. J.B. Neumann, a painting
by El Greco, representing St. Francis

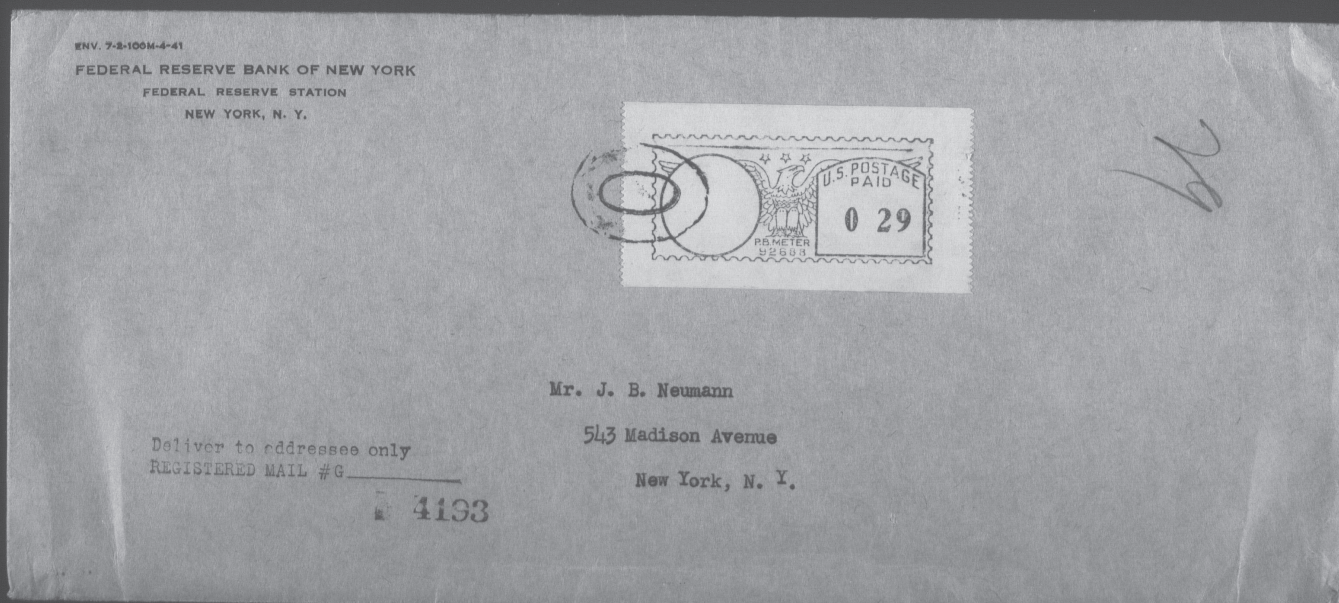
N.Y.C. November 11th 1941.


By Jacob Hirsch

0378

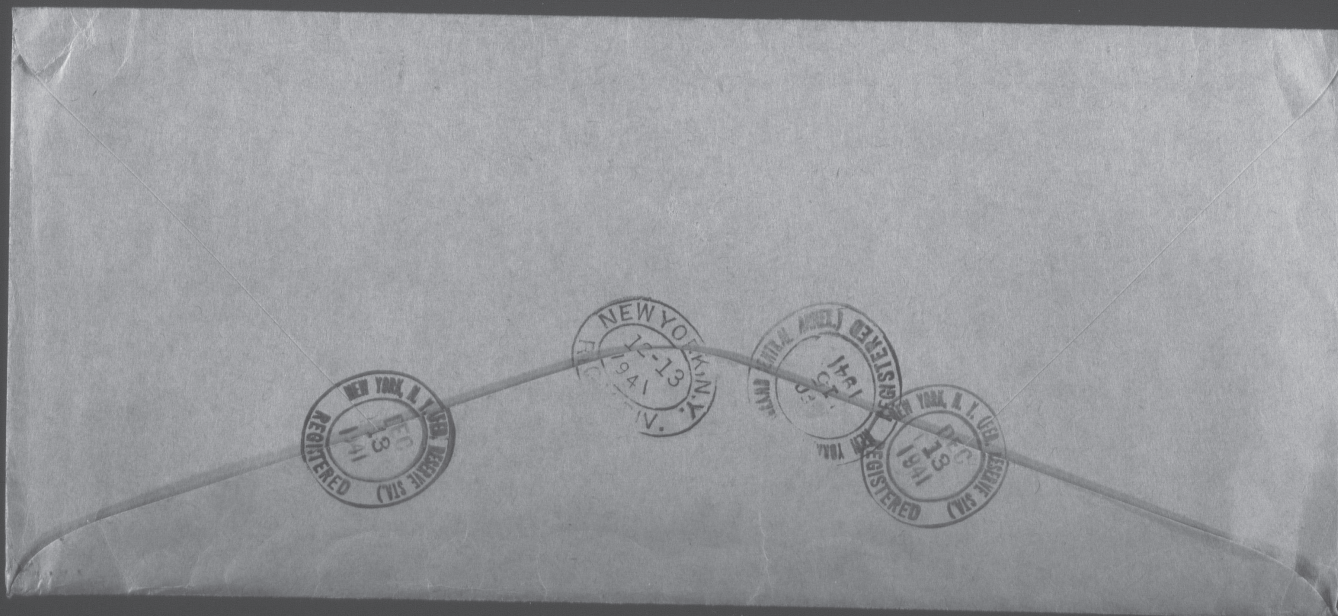
FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

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FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

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	Neumann	I.B.4



0380

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

RALPH PINTO & CO
CHARTERED ACCOUNTANTS

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1801/1802.
TELEGRAMS
VERIFIED, STOCK, LONDON

GH

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

335 A/5. KA 2nd January 1942

J.B. Neumann, Esq.,
543, Madison Avenue,
New York, U.S.A.

Dear Sir,

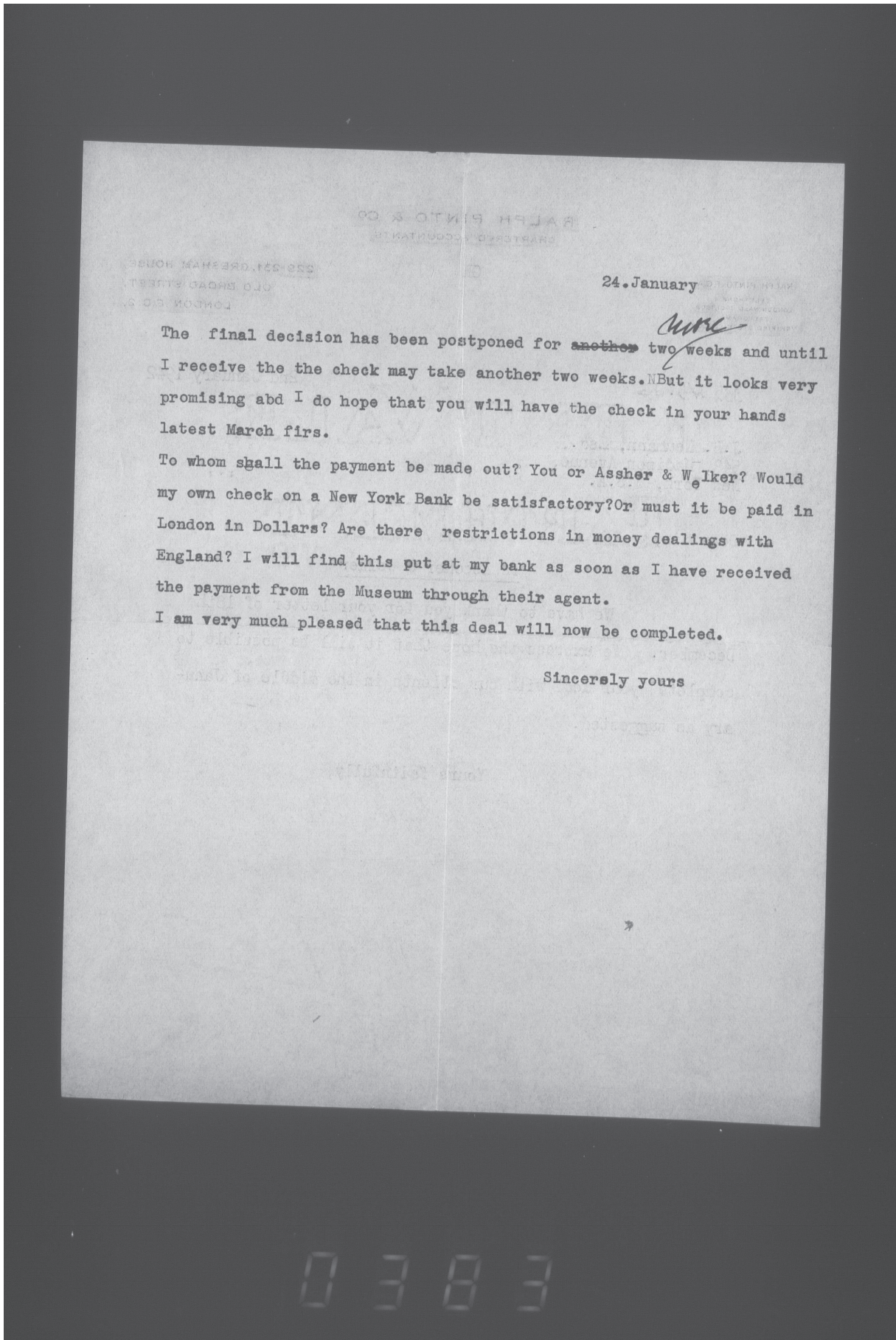
re Asscher & Welker

We have to thank you for your letter of 18th December. We express the hope that it will be possible to complete your deal with our clients in the middle of January as suggested.

Yours faithfully,
Ralph Pinto

*\$ 3726.-
by cable*

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



322, 321, GRESHAM HOUSE
10, BROAD STREET
LONDON, E.C. 2

RALPH RINTO & CO
PRINTERS & ACCOUNTANTS

24. January

Wise

The final decision has been postponed for ~~another~~ ^{more} two weeks and until I receive the the check may take another two weeks. But it looks very promising and I do hope that you will have the check in your hands latest March first.

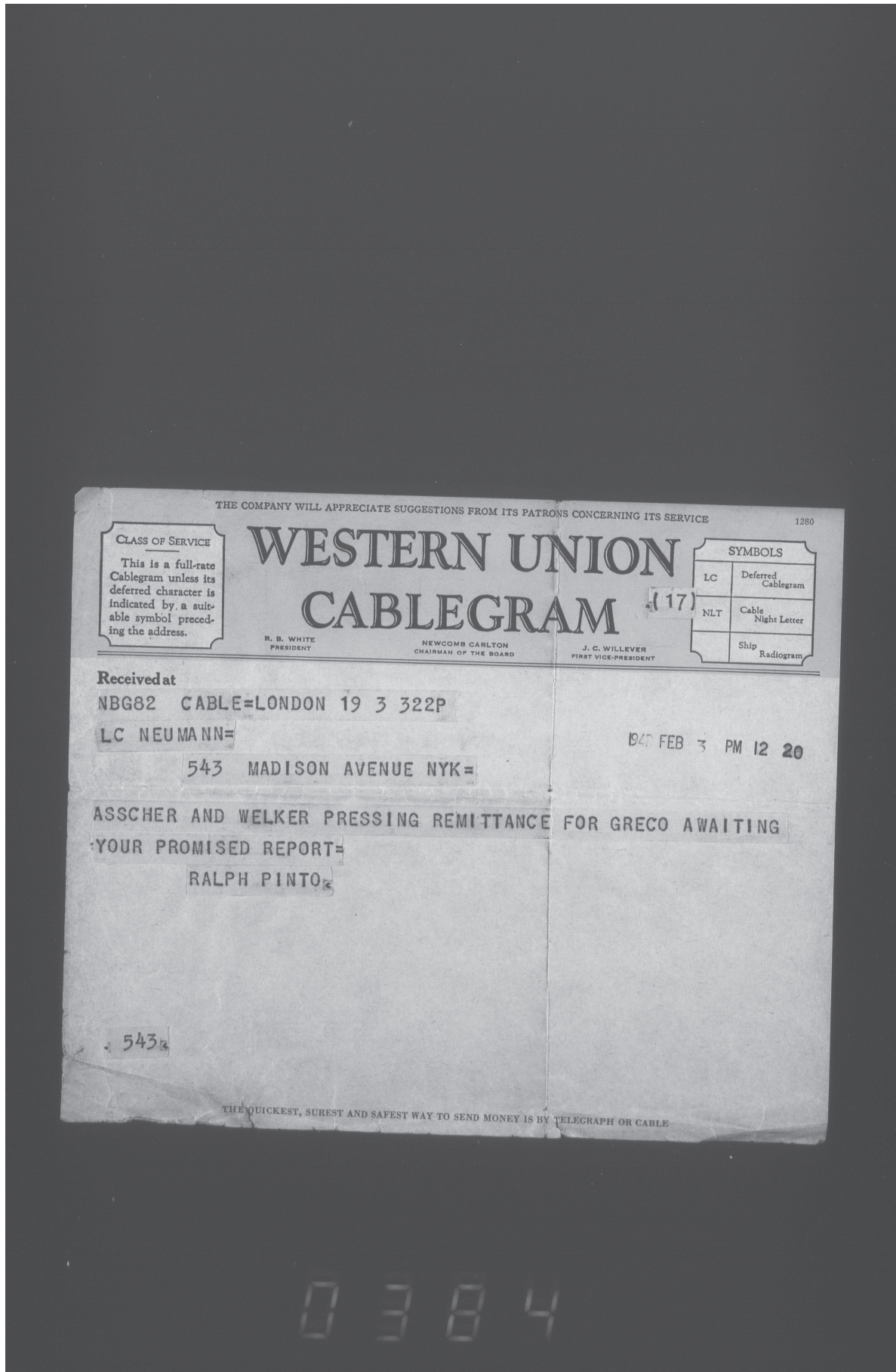
To whom shall the payment be made out? You or Assher & Welker? Would my own check on a New York Bank be satisfactory? Or must it be paid in London in Dollars? Are there restrictions in money dealings with England? I will find this put at my bank as soon as I have received the payment from the Museum through their agent.

I am very much pleased that this deal will now be completed.

Sincerely yours

0383

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1280

CLASS OF SERVICE
This is a full-rate Cablegram unless its deferred character is indicated by a suitable symbol preceding the address.

WESTERN UNION CABLEGRAM

(17)

SYMBOLS	
LC	Deferred Cablegram
NLT	Cable Night Letter
	Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

Received at

NBG82 CABLE=LONDON 19 3 322P

LC NEUMANN=

543 MADISON AVENUE NYK=

1940 FEB 3 PM 12 20

ASSCHER AND WELKER PRESSING REMITTANCE FOR GRECO AWAITING

YOUR PROMISED REPORT=

RALPH PINTO

543

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

0384

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

February 10th, 1942

Received from J.B. Neumann

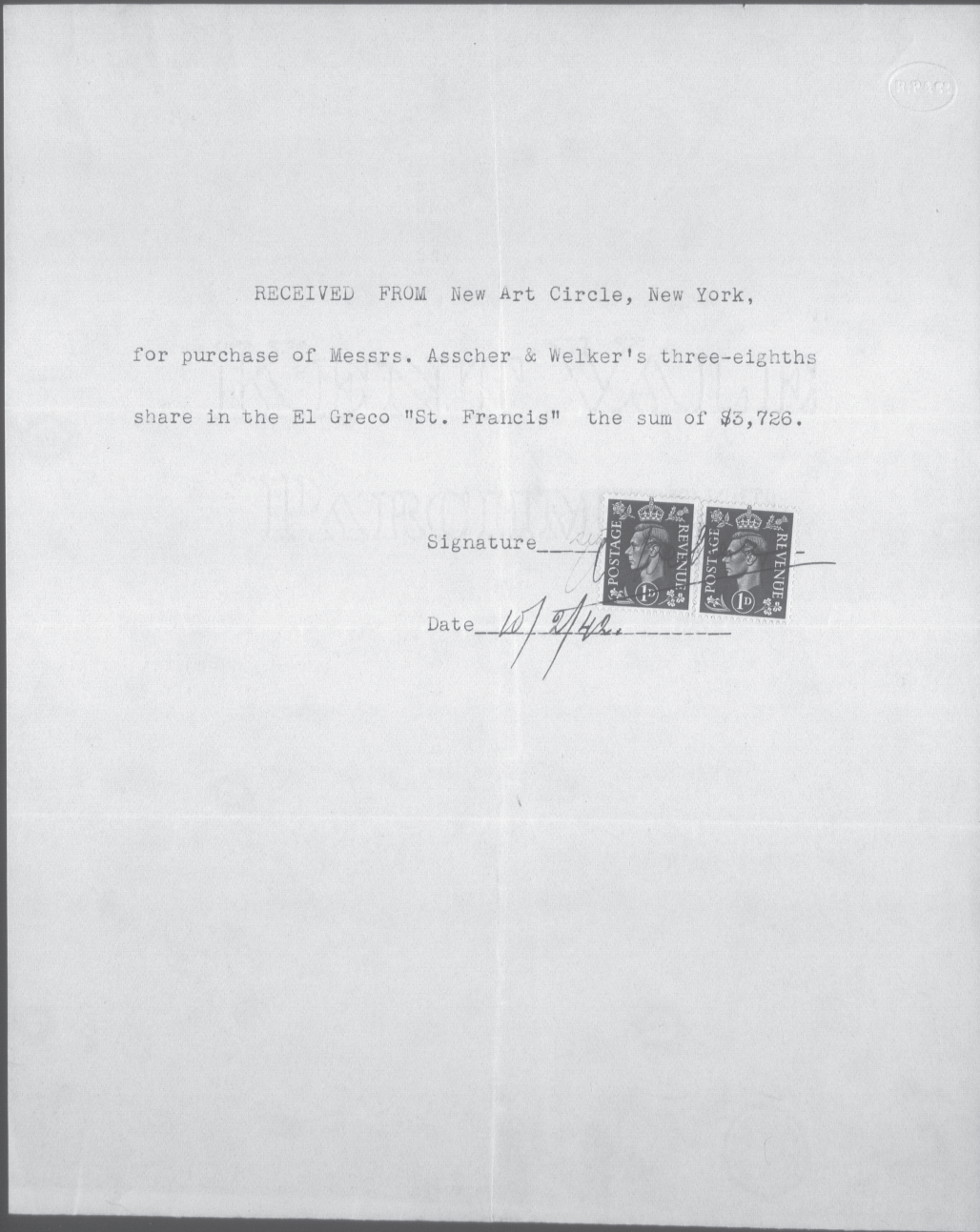
\$7000.00

in full payment for sale of
El Greco.

Marian G. Willard

0385

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



RECEIVED FROM New Art Circle, New York,

for purchase of Messrs. Asscher & Welker's three-eighths
share in the El Greco "St. Francis" the sum of \$5,726.

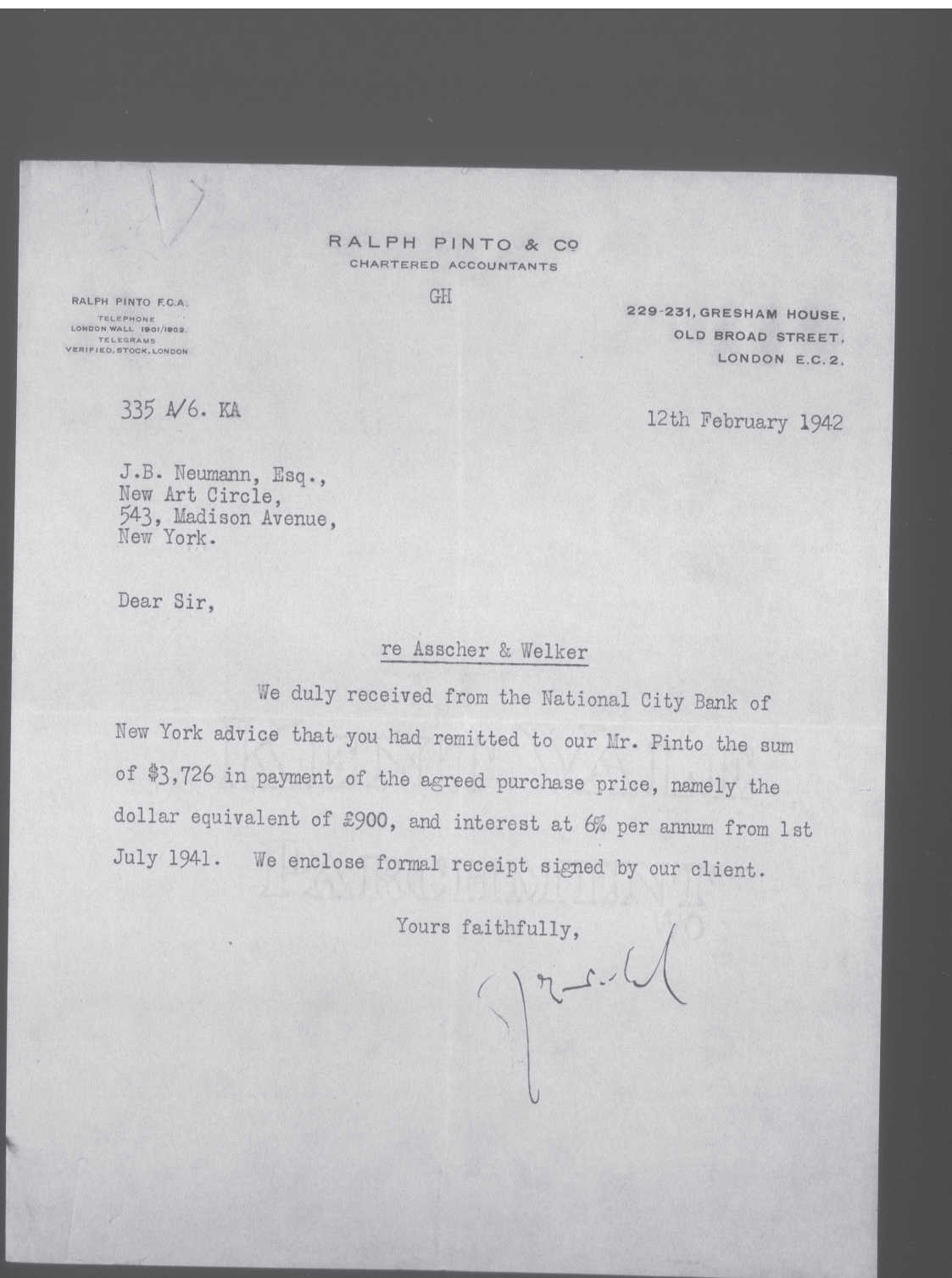
Signature _____

Date 10/2/42



0386

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



RALPH PINTO & CO
CHARTERED ACCOUNTANTS

GH

RALPH PINTO F.C.A.
TELEPHONE
LONDON WALL 1901/1902.
TELEGRAMS
VERIFIED, STOCK, LONDON

229-231, GRESHAM HOUSE,
OLD BROAD STREET,
LONDON E.C.2.

335 A/6. KA

12th February 1942

J.B. Neumann, Esq.,
New Art Circle,
543, Madison Avenue,
New York.

Dear Sir,

re Asscher & Welker

We duly received from the National City Bank of New York advice that you had remitted to our Mr. Pinto the sum of \$3,726 in payment of the agreed purchase price, namely the dollar equivalent of £900, and interest at 6% per annum from 1st July 1941. We enclose formal receipt signed by our client.

Yours faithfully,

[Handwritten Signature]

0387

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NETHERLANDS EMBASSY
OFFICE OF THE FINANCIAL ATTACHÉ

25 BROADWAY, NEW YORK 4, N. Y.
BOWLING GREEN 9-2226

II-79

December 21st, 1944

Newart Circle
41 East 57th Street
New York 22, N. Y.

Our Ref: 3C-a-II-ART

Gentlemen:

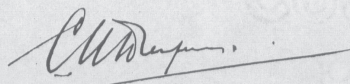
Reference is made to my letter of November 22nd,
1944.

I would appreciate to be informed whether you are
holding any paintings, antiques or objects of art for Nether-
lands nationals or firms residing in the occupied territory
of The Netherlands on May 10th, 1940, and whether you have
made any sales of such objects since that date.

I trust that this matter is having your attention
and that a reply will be forthcoming shortly.

Yours very truly,

For the Ambassador



C. W. Dresselhuys
Financial Adviser

ls

0388

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

NETHERLANDS EMBASSY
OFFICE OF THE FINANCIAL ATTACHÉ

25 BROADWAY, NEW YORK 4, N. Y.
BOWLING GREEN 9-2226

II-79

December 21, 1944

Mr. J. B. Neuman
41 East 57th Street
New York 22, N. Y.

Gentlemen:

Our Ref: 3Ca - II, Art

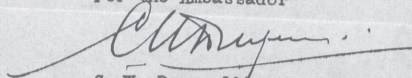
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For the Ambassador



C. W. Dresselhuis
Financial Adviser

mc

0389

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

NETHERLANDS EMBASSY
OFFICE OF THE FINANCIAL ATTACHE

25 BROADWAY, NEW YORK 4, N. Y.
BOWLING GREEN 9-2226

II-79

January 23rd, 1945

Mr. J. E. Neuman
41 East 57th Street
New York 22, N. Y.

Our Ref: 3C-a-II-ART

Dear Sir:

This acknowledges receipt of your note of January 18th, 1945, in reply to which, please be informed that pursuant to the Netherlands Royal Decree of May 24th, 1940, for the conservation of the rights of the former owners, title to claims belonging to natural or legal persons, residing in enemy occupied Netherlands territory, is vested in the State of the Netherlands, as represented by the Royal Netherlands Government, temporarily residing and exercising its functions in London, England, and of which I am the accredited representative in the United States.

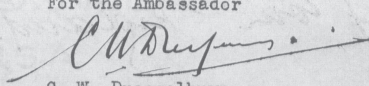
./.
./.
In further substantiation of the above, I am enclosing a circular letter from the Federal Reserve Bank No. 2091 of July 2nd, 1940, accompanied by a pamphlet containing copy of a letter dated June 27th, 1940, from the Secretary of State to the Secretary of the Treasury, setting forth the exchange of notes between the State Department and myself, and power of attorney issued thereunder to me, as well as the official translation of the aforementioned Decree.

As the information requested in my letter of November 22nd, is for administrative purposes only, I trust that, after perusal of the enclosures, you will reconsider your point of view and favor me with the data called for.

Thanking you for your co-operation, I remain,

Yours very truly,

For the Ambassador


C. W. Dresselhuys
Financial Adviser

ep:ls
Encls.

0390

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Feb 17th

Pde Boer Gallery, in Amsterdam
 sold me a picture by Zurbaran for \$500.-
 stating that it was in perfect condition. But
 it proves now that certain changes were
 made to cover up the cruelty of the
 subject. I therefore do not intend to
 pay them \$500.- but the utmost \$300.-
 for it, and I hope that they will
 accept. I owe furthermore to the
 same firm £400.- (four hundred
 English pounds) for a share in a
 printing by El Greco which came
 from England.

Sincerely yours
 H. M.

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NETHERLANDS EMBASSY
OFFICE OF THE FINANCIAL ATTACHÉ

25 BROADWAY, NEW YORK 4, N. Y.
BOWLING GREEN 9-2226

II-121

February 19th, 1945

Mr. J. B. Neumann
41 East 57th Street
New York 22, N. Y.

Our Ref: 8N-a

Dear Sir:

I wish to thank you for your letter of February 17th, 1945, revealing that you have a credit balance of £ 900.- (Nine hundred English Pounds) outstanding in favor of P. de Boer Gallery, Amsterdam, The Netherlands.

Pursuant to the Netherlands Royal Decree of May 24, 1940, for the conservation of the rights of the former owners, title to funds belonging to natural or legal persons residing in the enemy occupied territory of The Netherlands, is vested in the State of The Netherlands, as represented by the Royal Netherlands Government, temporarily residing and exercising its functions in London, England.

In accordance with the authority vested in me, settlement of your financial obligation should be effected by remitting to me the amount due your Netherlands customer for which I shall be pleased to obtain the required United States Treasury license.

./.

I am enclosing a sample form of a guarantee which in the past has been furnished by me in specific cases to persons or corporations on the occasion of such parties turning over merchandise and/or cash balances for deposit in the blocked account of this Embassy.

This account which is subject to the supervision of the United States Treasury Department, has been set up for the specific purpose of receiving funds owing to persons or corporations in occupied Netherlands territory and any movement of the sum then resting in the stated blocked account would require authorization by the U.S. Treasury Department. In addition, it is deemed more expedient for obvious reasons that all such outstanding credit balances be gathered into one centralized controlled account.

With regard to the second amount due P. de Boer Gallery, settlement thereof shall have to be left in abeyance until such time as you can contact the above-mentioned Netherlands party, in view of the fact that there is a difference in the amount for which P. de Boer Gallery sold the picture and the amount you are willing to pay.

0392

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- 2 -

Mr. J. B. Neumann

February 19th, 1945

Trusting to hear from you at your earliest convenience, I remain

Very truly yours,
For the Ambassador

C. W. Dresselhuys
Financial Adviser

ep:ls
Encl.

£ 900,-

I have inverted the amount in ~~my~~ ^{my} ~~papers~~ to protect the foreign ~~interests~~ ^{interests} because I was the representative of de Boer. It will have to wait for a final settlement until after the war - I had a right to buy other ~~papers~~ ^{papers} for them, because of our very friendly relationships. We had ~~agreements~~ ^{agreements} which permitted me to ~~operate~~ ^{operate} do so.

Sincerely Yours
J. B. Neumann

0393

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The Royal Netherlands Government represented by Dr. A. Loudon, Ambassador Extraordinary and Plenipotentiary of The Netherlands, in Washington, D. C., hereby acknowledges receipt from

pursuant to the terms of the Netherlands Royal Decree of May 24, 1940.

The Royal Netherlands Government hereby undertakes to hold harmless and indemnify said

, its successors and assigns, from and against all claims and demands which may be made against said

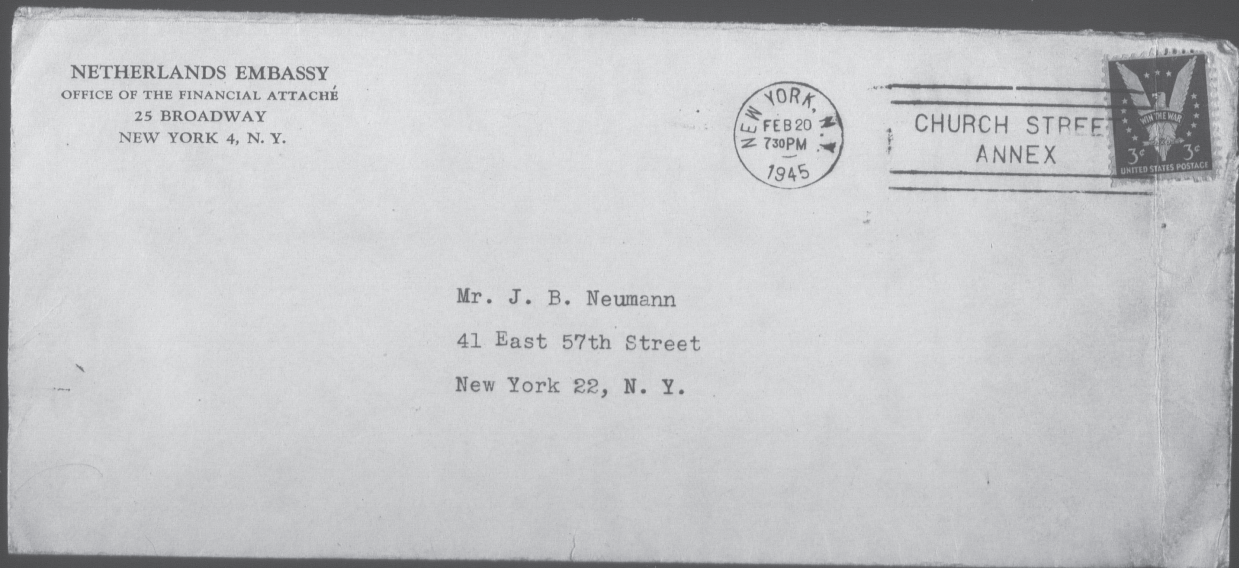
, its successors and assigns together with all costs, legal or otherwise, that may arise or be reasonably incurred in defending against any such claims or demands, as the result of the aforementioned payment. Said undertaking is given on the condition that the Royal Netherlands Government shall be notified by a registered letter to the Netherlands Embassy, Office of the Financial Attache, 25 Broadway, New York (4), N. Y., or to the Royal Netherlands Ambassador, Washington, D. C., of any such claims or demands and be given opportunity to take over the defense thereof.

Dr. A. Loudon, Ambassador
Extraordinary and Plenipotentiary
of the Netherlands in Washington, D.C.

BY _____

BY _____

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0395

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Dies, obwohl die Erwartung zu wünschen künste. Lieber D.D. wann kommen Sie
endlich nach dem alten Europa, das trotz allem noch immer schön ist?
Nur ist aber das Reisen unendliche Komplikation und höchst unbequem. Es sei denn
dass man eine Uniform an hat, ohne sie sieht der Mensch hier nur wenig. Sie leben
mit noch weniger in. Südey. De Joe habe Sie umgesehen. Auch das war „finden
freundliche“ und entsprechend gefährliche.

Inzwischen wird es aber auch in der Küche kalt und die drei
schlafen. Soeben die Dorn zurück sein, Sie sind ein Thema.

Lassen Sie es sich gut gehen und seien Sie herzlichst
erfreut von Ihrem alten „Collaborateur“ (das
schlimmste Schickelherok hier!)

OTTO BENU.

P.S.

Ich hoffe Sie können diese Zeilen. Sogar die Tinte ist die der Guten
stark konserviert.

Was macht der Maestro Guigleumo?

Stell fort funktionierende medonnis
mit Krisen???

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April 4, 1948

Dear Sirs:

In reply to your letter of April 3rd.

On February 10, 1942 I did receive from J.B. Neumann the sum of \$7000.00. This was a repayment for the \$6250.00 which I had paid at the time we entered into our contract with Otto Busch, March 30, 1939, for interest in the sale of an El Greco "St Francis", plus \$750.00 for other expenses incurred during that period.

J.B. Neumann was the person handling all the business affairs in connection with this deal and he has assumed full and complete responsibility for any and all payments or agreements etc. which he made with Otto Busch, who was then representing your client N. V. Kunsthandel P. De Boer.

May I suggest that you confine your dealings in this matter with Mr Neumann.

Yours very truly,

Van Vorst, Siegel & Smith
25 Broad Street
New York 4, N.Y.

0398

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WILLARD
GALLERY

32 EAST 57 • PLAZA 3-9833
NEW YORK CITY 22 • N. Y.

April 4, 1946

Dear J.B.:

Just wanted to send you a copy of my letter to those lawyers.....

I explained the payment of \$7000.00 as you see because they should in no way measure that as 1/8th of the sales prices, which they are presuming to do.

I thought this the best way to put it and trust that you agree with me. What percentages etc. are involved and with whom is really way above my head and as always it remains your concern with Otto....

Good luck to you.

Yours,

Marian

Mr J.B. Neumann
41 East 57th Street
New York 22, N.Y.

0399

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VAN VORST, SIEGEL & SMITH

WM. MASON SMITH
ALEXANDER B. SIEGEL
ARTHUR B. BRENNER
SIDNEY BACHARACH
L. RAYMOND ROSE
LEWIS A. SPENCE

EDGAR E. HARRISON
HOMER W. LYNCH

25 BROAD STREET
NEW YORK 4
CABLE ADDRESS "UNHINGLED"

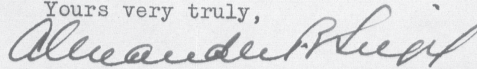
April 5, 1946.

J. B. Neumann, Esq.,
41 E. 57th Street,
New York, N.Y.

Dear Sir:

Receipt is acknowledged of your letter of 4th April. Referring to our telephone conversation of this morning, I shall be glad to see you at my office at 11:00 o'clock on Tuesday, April 9th, to discuss the matter of the El Greco.

Yours very truly,



ABS:EP




0400

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DER RECHTSANWALT DES EINEN
IST DER UNRECHTSANWALT
DES ANDEREN.

0401

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FAST    DIRECT

RADIOGRAM
RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
TO ALL THE WORLD — BETWEEN IMPORTANT U. S. CITIES — TO SHIPS AT SEA

RECEIVED AT **64 BROAD STREET, NEW YORK 4.** AT _____ STANDARD TIME

NO PDX HLW510 AMSTERDAM 43 14 2310 *Via RCA CL*

NLT NEUMANN 41 EAST 57 STREET NEWYORK

WE DONT AGREE WITH CONTENTS LETTER OCTOBER 45 ABOUT GRECO BUT
CLAIM ACCORDING CONTRACT STOP PLEASE KEEP PARTLY AT LEAST
5000 DOLLAR READY FOR US WITHIN A MONTH STOP INSTRUCTIONS FOR
PAYMENT AND EXPLANATION FOLLOW

DEBOER

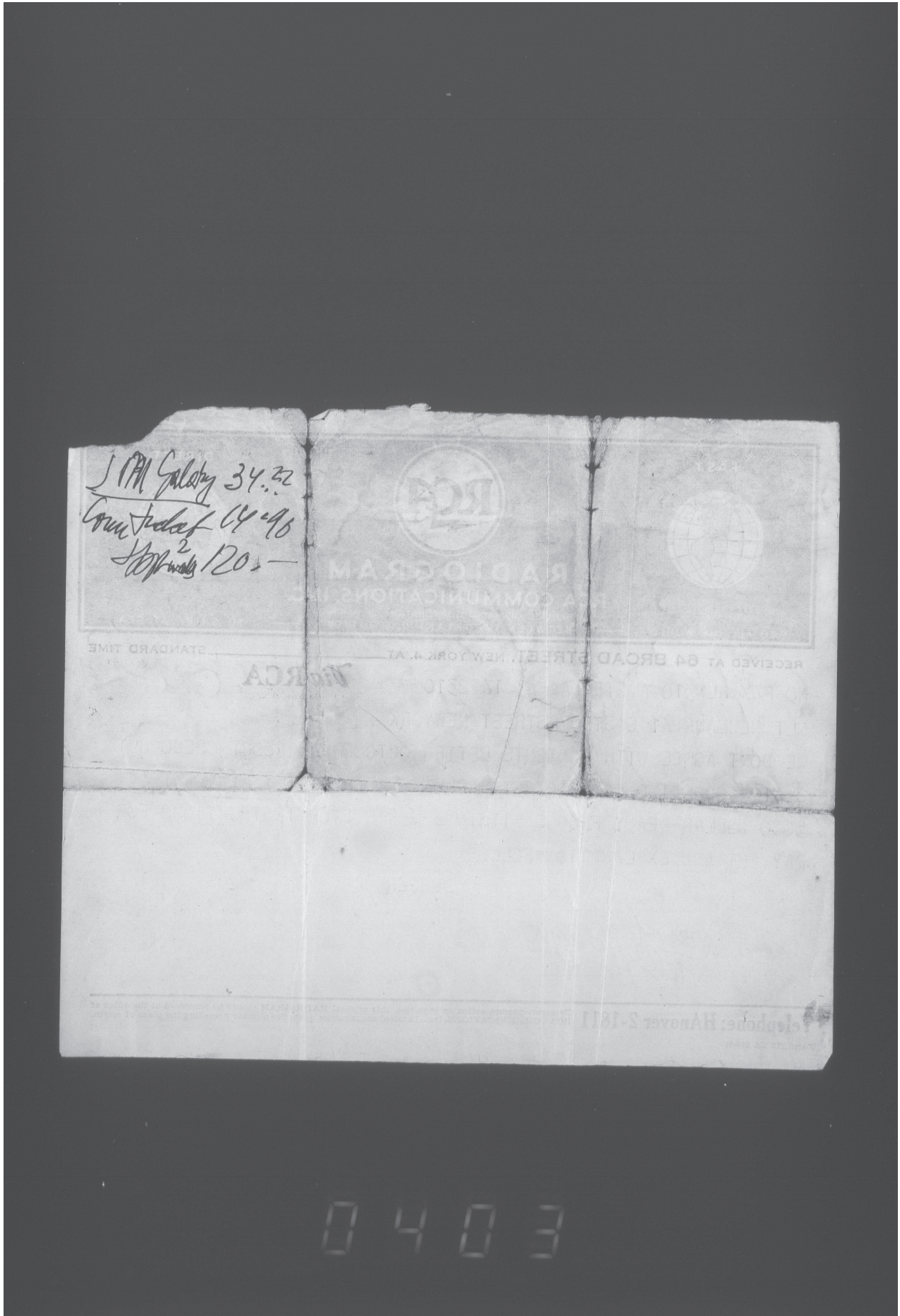
*arrived
Feb 15, 1946*

Telephone: HAnover 2-1811 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of
RCA COMMUNICATIONS, Inc. In telephone inquiries quote the number preceding the place of origin.

Form R2 TA 248-R

0402

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4

April 3, 1946

Miss Marian Willard
32 East 57th Street
New York 22, N.Y.

Dear Miss Willard:

We represent N.V. Kunsthandel P. De Boer of Amsterdam, Holland, with whom you entered into a contract dated March 30, 1939 relating to a certain painting by El Greco entitled "St Francis" in which you and one J.B. Neumann acquired a one-fourth interest. This painting was left in your possession under the terms of the contract with authority to sell the same for not less than \$25,000 in any event. Our clients have learned from Mr J.B. Neumann that the painting has been sold and that you have received \$7000 out of the proceeds of the sale. as your interest was apparently one-eighth, it would appear that the sales price must have been \$56,000. Our clients have not yet received any of the proceeds of such sale and we are instructed to proceed promptly to collect their share. We suggest, therefore, that you get in touch with us promptly in order that due payment to our clients may be arranged without unnecessary difficulty or litigation.

Yours very truly,

(COPY)

0404

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	Neumann	I.B.4

April 5, 1946

Miss Marian Willard
32 East 57th Street
New York 22, N.Y.

Dear Miss Willard:

We acknowledge receipt of your letter of 4th April. We are astounded at its contents. You signed a written agreement with our clients of which, doubtless, you have a copy. If you have not a copy, we shall be glad to have one made and send it to you. Under the terms of that written Agreement you and Mr Neumann together had a one-fourth interest in the picture and agreed to sell it for less than \$25,000. Our particular client had a one-half interest in the remaining three-fourths. Unless the picture sold for as much as \$56,000. therefore, you had no right to take \$7000. out of the proceeds from its sale at any rate so far as our clients are concerned.

If you wish, we shall take up the matter with Mr Neumann alone; but unless a satisfactory agreement is reached with him, you will necessarily be held to the terms of the written agreement which you signed.

Yours very truly,

(COPY)

0405

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	Neumann	I.B.4

6250.-
18750.-
before
affixed
with
order
7000
3726
3726
52

6250
3726
3726
13702
60
7000

(copy)

0406

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	Neumann	I.B.4

VAN VORST, SIEGEL & SMITH

WM. MASON SMITH
ALEXANDER B. SIEGEL
ARTHUR B. BRENNER
SIDNEY BACHARACH
L. RAYMOND ROSE
LEWIS A. SPENCE

EDGAR E. HARRISON
HOMER W. LYNCH

25 BROAD STREET
NEW YORK 4
CABLE ADDRESS "UNMINGLED"

J. B. Neumann, Esq.,
41 East 57th Street,
New York 22, N.Y.

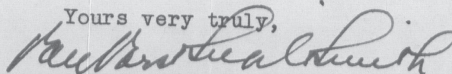
Dear Sir:

We are attorneys for N. V. Kunsthandel P. De Boer of Amsterdam, Holland, with whom you and Miss Marian Willard entered into a written Agreement dated March 30, 1939 with respect to a certain painting by El Greco entitled "St. Francis". You and Miss Willard acquired a one-fourth interest in said painting. It was delivered to you upon the terms that it could be sold by you for not less than \$25,000.

You have informed our clients that the painting has been sold but have not told them the amount realized thereon. For their share in the painting, whatever the the painting sold for, they are entitled to a minimum of \$9,375; if it sold for more than \$25,000, they are entitled to three-eighths of the excess.

As we are instructed to proceed promptly for the collection of the amount owing to our clients, we suggest that you come to see us as soon as possible to arrange for such payment as may be due.

Yours very truly,



ABS:LK

0407

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VAN VORST, SIEGEL & SMITH

WM. MASON SMITH
ALEXANDER B. SIEGEL
ARTHUR B. BRENNER
SIDNEY BACHARACH
L. RAYMOND ROSE
LEWIS A. SPENCE

EDGAR E. HARRISON
HOMER W. LYNCH

25 BROAD STREET
NEW YORK 4
CABLE ADDRESS "UNMINGLED"

April 11, 1946.

J. B. Neumann, Esq.,
41 East 57th Street,
New York, N.Y.

Dear Sir:

I have made an appointment with Mr. P. De Boer to be at my office at 2:30 in the afternoon of Tuesday, April 16th. At that time it may be advisable for you further to discuss with him the question which we discussed together on Tuesday of this week. It is to be hoped that you may come to a mutually satisfactory arrangement. If not, then presumably we must let the courts decide.

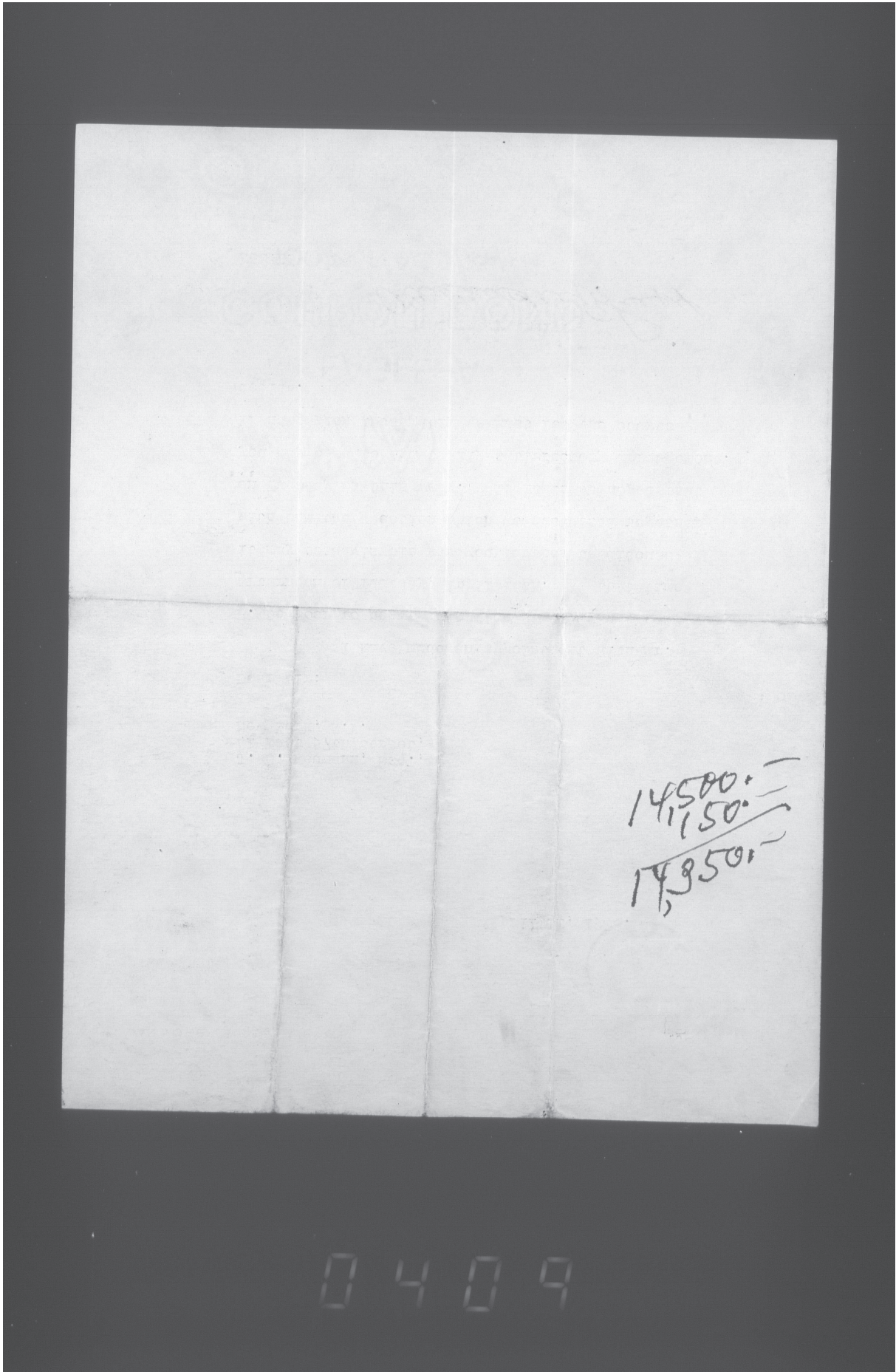
Yours very truly,

Alexander B. Siegel

ABS:EP

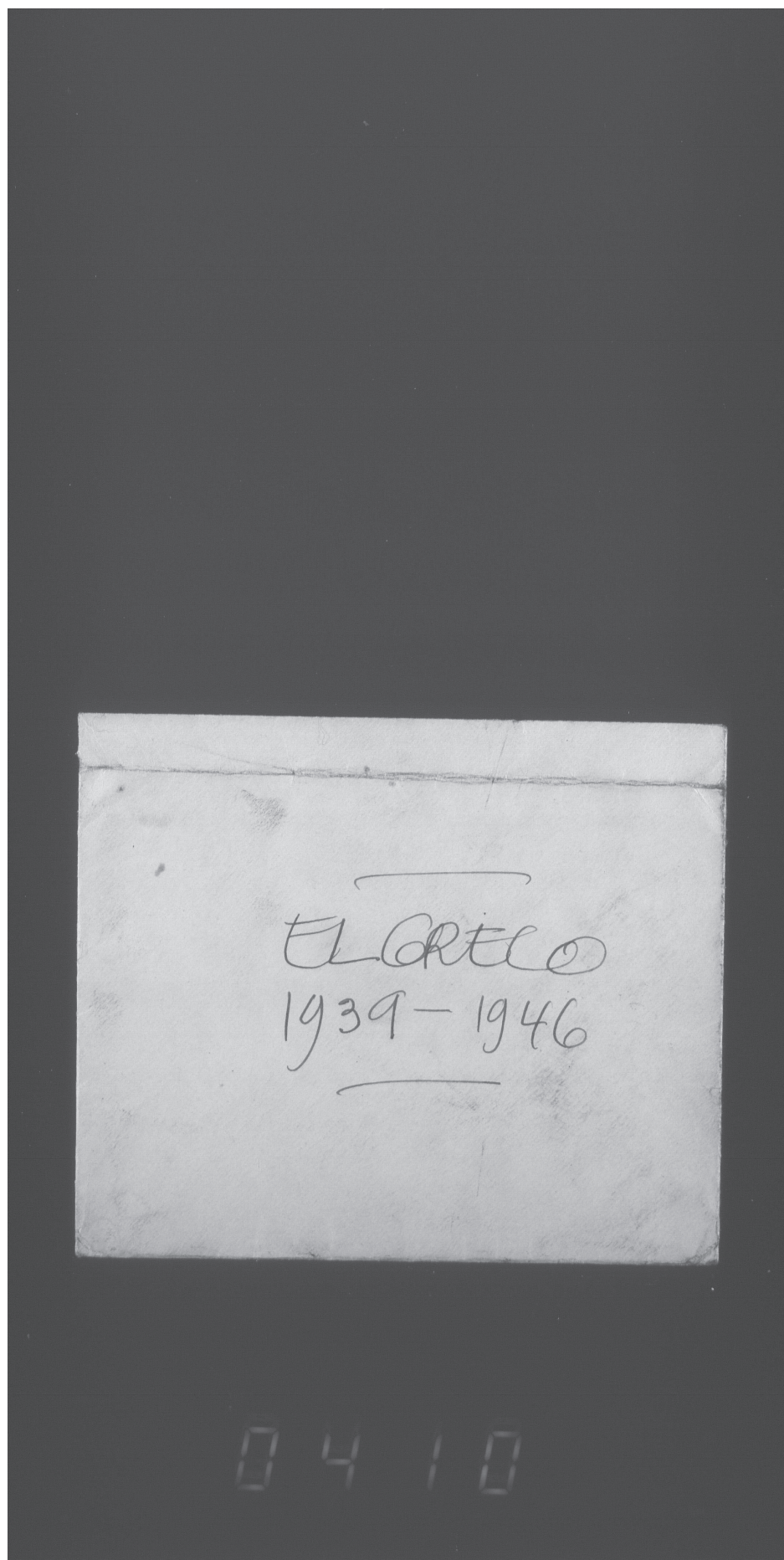
0408

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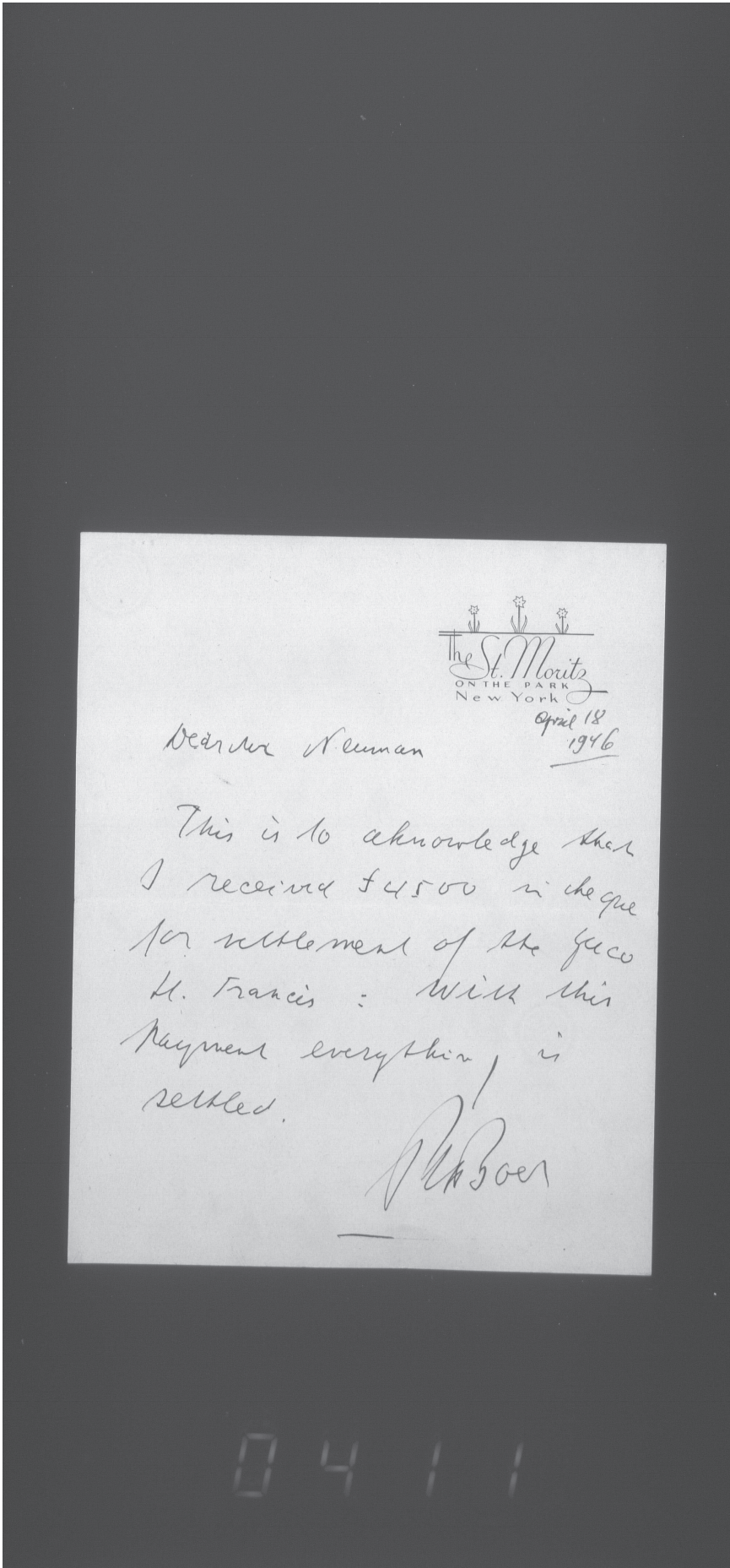


0409

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Neumann	I.B.4



0411

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