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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Paul Rosenberg	II.A.22

N O MISCELLANEOUS PR&CO. 1941

December 9th, 1941

Miss Ellen JOHNSON
Librarian
OBERLIN COLLEGE
OBERLIN, Ohio

Dear Miss Johnson,

In answer to your letter of the 8th, the prices on the
Picassos of which we sent you photographs are as follows:-

"La Réponse"	\$16,000
"Femmes à la Fontaine"	\$18,000

We have, of course, many other Picassos but I thought
these two might specially appeal to your trustees. If you would
like me to send additional photographs of our others I shall be
very glad to do so.

Kindest regards to you and Mrs. King.

Cordially yours,

Stephen BOWEN
Director

SB/SD

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OTIS

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SALES DEPT. OCT 23 RECD

Service Classification No. 1
General Service

No. 41059

AGREEMENT FOR SERVICE

NEW YORK CITY, October 7, 1941

To NEW YORK STEAM CORPORATION,
General Offices, 130 East 15th Street, New York City.

The undersigned (hereinafter referred to as the Consumer) hereby requests and authorizes the New York Steam Corporation (hereinafter referred to as the Company) to connect its mains and service lines with, and to supply steam to, the premises. 16 East 57th Street

and agrees to purchase from the Company, during the term of service, the entire steam requirements for the connected load, subject to the terms and conditions incorporated herein and made a part hereof, at the following rates:

Rate:

Base Rate:

For the first	50,000 pounds in each monthly period	\$1.90 per 1000 pounds
" " next	100,000 " " " " " "	1.35 " " " "
" " "	300,000 " " " " " "	1.10 " " " "
" " "	550,000 " " " " " "	.90 " " " "
" " "	1,000,000 " " " " " "	.85 " " " "
" " "	2,000,000 " " " " " "	.80 " " " "
" " excess over	4,000,000 " " " " " "	.75 " " " "

Coal Cost Rate Adjustment:

A credit or surcharge per 1000 pounds of steam supplied will be made each month in the ratio of one (1) cent for each sixteen and three-tenths (16.3) cents difference between the base cost of coal (including its equivalent in oil) and the average cost per gross ton of coal (including its equivalent in oil) as delivered alongside the docks of the steam generating stations and at leased boiler plants, during the second preceding month. The base cost of coal is \$3.15 per gross ton for anthracite coal and \$3.80 per gross ton for bituminous coal. The monthly computation of the Coal Cost Rate Adjustment will be filed each month with the Public Service Commission. When oil is used in conjunction with, or as a substitute for, coal in producing steam, the number of gallons of oil will be changed to equivalent long tons of coal by use of the relative B.t.u. content of coal and oil used during the period for which the average cost of coal is determined.

If in any fiscal year of the Company, the ratio of the gross tons of coal (including its equivalent in oil) consumed to the thousands of pounds of steam supplied be other than 1 to 16.3, the ratio of the credit or surcharge per 1000 pounds of steam supplied to the difference between the base cost and the average cost of coal (including its equivalent in oil) per gross ton, will be changed, such changed ratio to become effective two months after the end of such fiscal year and remain in effect for 12 months. The computation of the ratio to be used for the next succeeding twelve months after such filing will be filed with the Public Service Commission within two months after the beginning of each fiscal year.

Discount:

Where steam is used under this Service Classification during twelve consecutive months, a discount of 20% from the above rates, exclusive of the Coal Cost Rate Adjustment, will be allowed on all bills covering monthly periods terminating within the six months between May 1 and October 31, inclusive.

Minimum Charge:

The Minimum Monthly Charge during the period that service is turned on at the Consumer's premises, shall be the charge for 10,000 pounds of steam.

Terms of Payment:

Net cash on presentation of bill.

Term:

This Agreement shall ~~remain in force~~ one year when it has been accepted by the Company through its proper officer, and shall remain in force for a period of not less than one year from the beginning of service under this Service Classification, and thereafter until terminated by the Consumer upon thirty days' prior written notice, or by the Company in accordance with law or the provisions of this Rate Schedule.

Other Terms and Conditions—For other terms and conditions, see reverse side of this agreement. The cost to the Company to make the service available to the Consumer is estimated to be \$.....

Paul Rosenberg & Co
Signature of Consumer

Bills should be sent to:

Paul Rosenberg and Co

Paul Rosenberg and Co
Give Title of Individual if Signing for Corporation or Co-partnership

16 East 57th Street, N.Y.C.

16 East 57th Street, N.Y.C.
Give Full Address

Submitted by

E. J. McCarthy

Accepted by NEW YORK STEAM CORPORATION,

Approved by

L. A. Martin
Manager of Sales

By Leves & Frank
Treasurer

Deposit \$

Date October 29, 19 41

Remarks

Service for the seasonal heating requirements.

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OTIS ELEVATOR COMPANY

NEW YORK STEAM CORPORATION

As used in this Agreement, the term "Company" in each instance refers to New York Steam Corporation

TERMS AND CONDITIONS REFERRED TO IN AND MADE A PART OF THIS AGREEMENT

Where the estimated cost to the Company of installing and connecting the service line, meters and service equipment, as above described, or of any part of such installation determined by the Company to be required, exceeds a total of 40% of the estimated charges to be made for the steam service to be supplied during the first year of the term of the Agreement for Service, plus 30% of such charges during the second year of such term, plus 20% of such charges during the third year of such term, plus 10% of such charges during the fourth year of such term, the Consumer will be required to make a prepayment to the Company covering such excess cost. The total amount of such prepayment will be repaid to the Consumer, without interest, in monthly installments equal to one-tenth of the amount of each bill for steam supplied to the Consumer.

The service line, service stop valve, meters and any necessary service equipment furnished by the Company and all pipe connections furnished and installed by the Company shall remain the property of the Company. Such facilities will be maintained by the Company, except pipe connections from such meters and service equipment to the Consumer's main supply lines and any secondary service pressure reducing or control valves, which shall be maintained by the Consumer. The Consumer shall permit and facilitate necessary replacements of such facilities by the Company at all reasonable times.

(b) **Consumer Property:** The Consumer shall provide suitable space adjacent to the service stop valve for the proper installation, inspection, protection and maintenance of the Company's meters, service equipment and the pipe connections therefrom to the service stop valve and to the Consumer's main supply lines; shall furnish, install and maintain such main supply lines (which shall be brought to an elevation below the street grade at the point of entry of the service line) and all pipe connections therefrom to the Consumer's utilization equipment, which pipe connections shall be installed subject to the Company's final approval before steam is turned on, and shall adapt his equipment and otherwise provide for the proper utilization of the Company's service. The Consumer shall install and maintain suitable equipment for cooling of condensate to at least 100° Fahr., and suitable pipe connections with the rules and regulations of the Board of Fire Underwriters, the Department of Water Supply, Gas and Electricity of The City of New York, and any other proper authorities.

Where the estimated cost to the Company of installing and connecting the service line, meters and service equipment, as described in (a), above, or of any part of such installation determined by the Company to be required, is less than an amount equal to a total of 40% of the estimated charges to be made for the steam service to be supplied during the first year of the term of the Agreement for Service, plus 30% of such charges during the second year of such term, plus 20% of such charges during the third year of such term, plus 10% of such charges during the fourth year of such term, the Company will pay so much of the balance of such amount as may be determined by the Company to be required, toward the cost of furnishing, installing and connecting suitable equipment for cooling of all condensate (excluding the furnishing of preheaters) and suitable traps and pipe connections for the discharge of all condensate to the sewer.

(c) **Reimbursement by the Consumer:** Should the use of the Company's service be terminated by the Consumer for any cause, or discontinued by the Company for cause, as provided herein, before the expiration of the term specified in the Agreement for Service, the Consumer shall reimburse the Company for, and pay to the Company, all expenditures made by the Company for the installation of the service line, meters, service equipment and connections, as above described, in excess of a total of 40% of the charges made for the steam service supplied during the first year of the term of the Agreement for Service, plus 30% of such charges during the second year of such term, plus 20% of such charges during the third year of such term, plus 10% of such charges during the fourth year of such term. Should the Consumer refuse to accept steam service when made available by the Company, the Consumer shall reimburse the Company for any cost or expense which the Company may have incurred in making the service available.

(d) **Type and Specifications of Work:** The Company reserves the right to determine the type, size and specifications of any of the facilities and the manner of performing any of the work provided for herein, to the extent that the cost thereof is assumed by the Company, hereunder.

3. Metering and Billing

(a) **Measurement of Service:** Except as otherwise provided in this Rate Schedule, bills will be based upon the registration of the Company's meters equated to 125 pounds initial gauge pressure, where applicable.

(b) **Estimated Bills:** Should the meter record be interrupted at any time and for any reason, the quantity of steam to be billed for such period of interruption will be computed from meter records immediately before or after the period of interruption.

(c) **Meter Tests:** The Company will test its meters periodically, and if an inaccuracy is found in excess of 3%, an adjustment will be made, by either debit or credit to the Consumer, on the basis of one-half the amount of the inaccuracy as determined by the test, for a period of use not exceeding six months prior to test. At the request of the Consumer, the Company will test its meters at any time, and no charge will be made for such test if a meter is found to be inaccurate to the Consumer's disadvantage in excess of 3%; otherwise, the Consumer shall pay the Company the usual charge for making such test.

(d) **Payment of Bills:** The regular meter reading and billing period (28 to 33 days) shall be considered a month for billing purposes. Bills of the Company for service are due on presentation.

(e) **Notice for the Turning On or Shutting Off of Service:** The Consumer shall give the Company five days' prior written notice of the time when steam service is desired. A similar notice shall be given when steam service is to be discontinued; otherwise, charges in accordance with the Agreement for Service will be continued.

(f) **Access to Premises:** The Company's duly authorized representatives shall have the right of access to all of the Company's property on the premises of the Consumer and on all other premises, with respect to which the Consumer has secured easements or consents as above provided in 1(c) hereof, at all reasonable times for the purpose of installing, inspecting, protecting, maintaining and replacing, where necessary, the service line, service stop valve, meters, any necessary service equipment and all pipe connections installed by the Company, removing its property, or any other proper purpose. The Company's representative, if requested, shall exhibit his written authority.

4. Liability

(a) **Continuity of Supply:** The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents, the Company will not be liable therefor.

(b) **Consumer's Equipment:** Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, mains, pipes, appliances or devices owned, installed or maintained by the Consumer or leased by the Consumer from third parties.

(c) **Company Equipment and Use of Service:** The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of steam or from the presence or operation of the Company's structures, equipment, mains, pipes, appliances or devices on the Consumer's premises, except injuries or damages resulting from the negligence of the Company.

(d) **Selection of Service Classification:** The Company will endeavor to assist the Consumer in the selection of the Service Classification which may be most favorable to his requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the Consumer.

5. Discontinuance or Withholding of Service

In addition to the provisions of the Service Classifications as to the term of their respective Agreements for Service, the Company reserves the right to withhold service or to discontinue service or terminate any Agreement therefor upon 3 days' prior notice in writing to the Consumer at the Consumer's address set forth in the Agreement for Service, if the Consumer at any time defaults in the payment of a bill rendered for service, or if the Consumer refuses or fails to comply with any applicable provision, rule, regulation, term or provision of this Rate Schedule, or with any applicable law or order of the Public Service Commission or any other authority having jurisdiction.

Other Terms and Conditions

This agreement and the furnishing of steam service hereunder are subject in all respects to the provisions of the Rate Schedule of this Company now on file with the Public Service Commission and to any amendments thereof subsequently in effect to which reference is made.

We will also examine, lubricate, adjust, repair and/or replace the following accessory equipment:
 • Car gate, interlocks, light fixture, car flooring.

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OTIS ELEVATOR COMPANY

TO Paul Rosenberg & Co.,
- 16 East 57th Street,
New York City.

DATED AT 260 - 11th Ave.,
New York City,
Sept. 30, 1941.

We propose to furnish OTIS MAINTENANCE on the following described elevators in
● your building located at 16 East 57th Street, New York City,

One (1) Otis Passenger Elevator - Machine #20668

Under this contract we will maintain the entire elevator equipment as hereinafter described, on the
● terms and conditions subsequently set forth. We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevators in proper and safe operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and, if conditions warrant, repair or replace:
●

MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS

including

Worms, Gears, Thrusts, Bearings, Brake Magnet Coils or Brake Motors, Brake Shoes, Brushes, Windings, Commutators, Rotating Elements, Contacts, Coils, Resistance for Operating and Motor Circuits, Magnet Frames and other mechanical parts — using only *genuine* Otis Parts for this purpose.

We also agree:

● To keep the guide rails properly lubricated at all times, and when necessary renew guide shoe gibs to insure smooth and quiet operation.

● To periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.

● To renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.

● To furnish *Otis Lubricants* prepared in our own factory.

● We will also examine, lubricate, adjust, repair and/or replace the following accessory equipment:
● Car gate, interlocks, light fixture, car flooring.

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The following items of elevator equipment are not included in this contract:

- Elevator cab and shaftway enclosure doors.

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You are to pay for that portion of the items used prior to the date of this contract and we are to pay for that portion used since the date of this contract.

SCHEDULE OF PARTS TO BE PRO-RATED

NAME OF PART

INSTALLED

NOTHING

All work is to be performed during our regular working hours of our regular working days, unless otherwise specified below. If for any reason you later request that examinations, adjustments or repairs be made on overtime, you are to pay us for the difference between regular and overtime labor at our regular billing rates.

It is mutually understood that we are not required to make renewals or repairs necessitated by reason of negligence or mis-use of the machinery, apparatus or car, or rendered necessary due to any other cause beyond our control. We shall not be required to make safety tests; nor to install new attachments on the elevator as recommended or directed by insurance companies, or government, state, municipal or other authorities.

It is expressly understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Otis Elevator Company assumes any liability on account of accidents to persons, or property; except those directly due to the negligent acts or omissions of Otis Elevator Company or its employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevators referred to is in no way affected by this Agreement. Otis Elevator Company shall not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same is herein specified, and in any event it shall not be liable for consequential damages. No work, service or liability on the part of Otis Elevator Company other than that specifically mentioned herein, is included or intended.

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This service will be furnished from October 1, 19 41,
 ● and continuing thereafter until this agreement is terminated by thirty (30) days notice to that effect given in writing by either of the parties thereto.

PRICE - TWENTY-SIX & 50/100 DOLLARS.....(\$ 26.50) DOLLARS,
 ● per month, payable monthly.

The purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment to which this proposal relates, imposed by any law enacted after the date of this proposal or imposed upon the purchaser by any existing law.

This price is subject to reconsideration and adjustment at the termination of each five-year period
 ● in which this agreement is in force, this adjustment to be based on the prevailing cost of labor and materials at that time.

This agreement when signed and accepted by the purchaser below and approved by an authorized
 ● representative of the Otis Elevator Company, shall constitute exclusively the contract between the parties, and all prior representations or agreements whether written or verbal not incorporated herein are superseded.

This agreement is not valid unless approved by a duly authorized representative of the Otis
 ● Elevator Company.

MACHINE No. 20668

Respectfully submitted,

OTIS ELEVATOR COMPANY

BY: C. H. Lyon
 C. H. Lyon

SIGNED AND ACCEPTED IN DUPLICATE October 1, 1941

Paul Rosenberg & Co
 BY: Paul Rosenberg TITLE Partner

JJH:JM

APPROVED FOR OTIS ELEVATOR COMPANY Oct 23rd 1941
J. Hanson
 Authorized Representative

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MC MISCELLANEOUS PR&CO 1941

JUL 21 1941

"Villa la Mirandola"
Minusio/Locarno, le 4 juillet
1941.

Monsieur Paul Rosenberg,
The Madison

New York.
Fifteen East 15th Street.

Cher Monsieur,

En réponse à votre lettre du 14 Juin
je vous informe que je ne tiens en ce
moment plus que jamais à me débarrasser
du tableau de Toulouse Lautrec, intitulé:
" La Loge". Dans tous les pays on marche
à la suite des événements aux inflations
monétaires et en ces circonstances je con-
sidère la possession d'un tableau de quali-
té d'une valeur plus réelle que celle de
billets de Banque.
Veuillez recevoir, cher Monsieur, mes
salutations distinguées

Paul Kuttus

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JUL 21 1941

"Villa la Mirandola"
Minuſio/Locarno, le 4 juillet
1941.

Monsieur Paul Rosenberg,
The Madison

New York.
Fifteen East Eighth Street.

Cher Monsieur,

En réponse à votre lettre du 14 Juin je vous informe que je ne tiens en ce moment plus que jamais à me débarasser du tableau de Toulouse Lautrec, intitulé: " La Loge". Dans tous les pays on marche à la suite des événements aux inflations monétaires et en ces circonstances je considère la possession d'un tableau de qualité d'une valeur plus réelle que celle de billets de Banque.

Veillez recevoir, cher Monsieur, mes salutations distinguées

Hans Kettler

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	Paul Rosenberg	II.A.22

March 6th, 1941

The Secretary of the
NATIONAL GALLERY,
Washington, D. C.

Dear Sir,

Mr Paul ROSENBERG wishes to thank the Trustees of the National Gallery of Art Smithsonian Institution for their kind invitation to the dedication of the New Gallery Building by the Trustees of The A.W. Mellon Educational and Charitable Trust Monday evening, the seventeenth of March Nineteen hundred and forty-one at nine o'clock.

He will do his utmost to be present at the dedication.

A. KATZMAN
Secretary

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*The Trustees of the
National Gallery of Art
Smithsonian Institution
request the honor of your presence
at the dedication of the
New Gallery Building
by the Trustees of The A.W. Mellon
Educational and Charitable Trust
Monday evening, the seventeenth of March
Nineteen hundred and forty-one
at nine o'clock*

*Please reply to the
Secretary of the National Gallery, Washington*