

Alfred Bader

Art Related Correspondence

John Whalley

1981-2004

QUEEN'S UNIVERSITY ARCHIVES	
LOCATOR	5169
BOX	3
FILE	A (2 of 3)







Friday

April 3, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear Mr. Whalley:

I really enjoyed meeting you and your wife last Monday evening and looking at your paintings. You are really a very fine artist and I look forward to following your progress.

This is to confirm our telephone agreement on Tuesday that you are selling me your two paintings, the one with the basket and the other with the drums, for a total of \$2000.00. As promised, my check is enclosed.

I know that I can rely upon your assurance that you will do your very best to complete them, but of course there is no hurry.

I believe that Mr. Young will not mind keeping the paintings in his home until his brother, Barry, picks them up when next he visits the Rochester area. Barry will then arrange for the shipment of the paintings from his office to me. Alternately, my son, Daniel, might be going to school at the Rochester Institute of Technology, and if so, he might come to pick up the paintings.

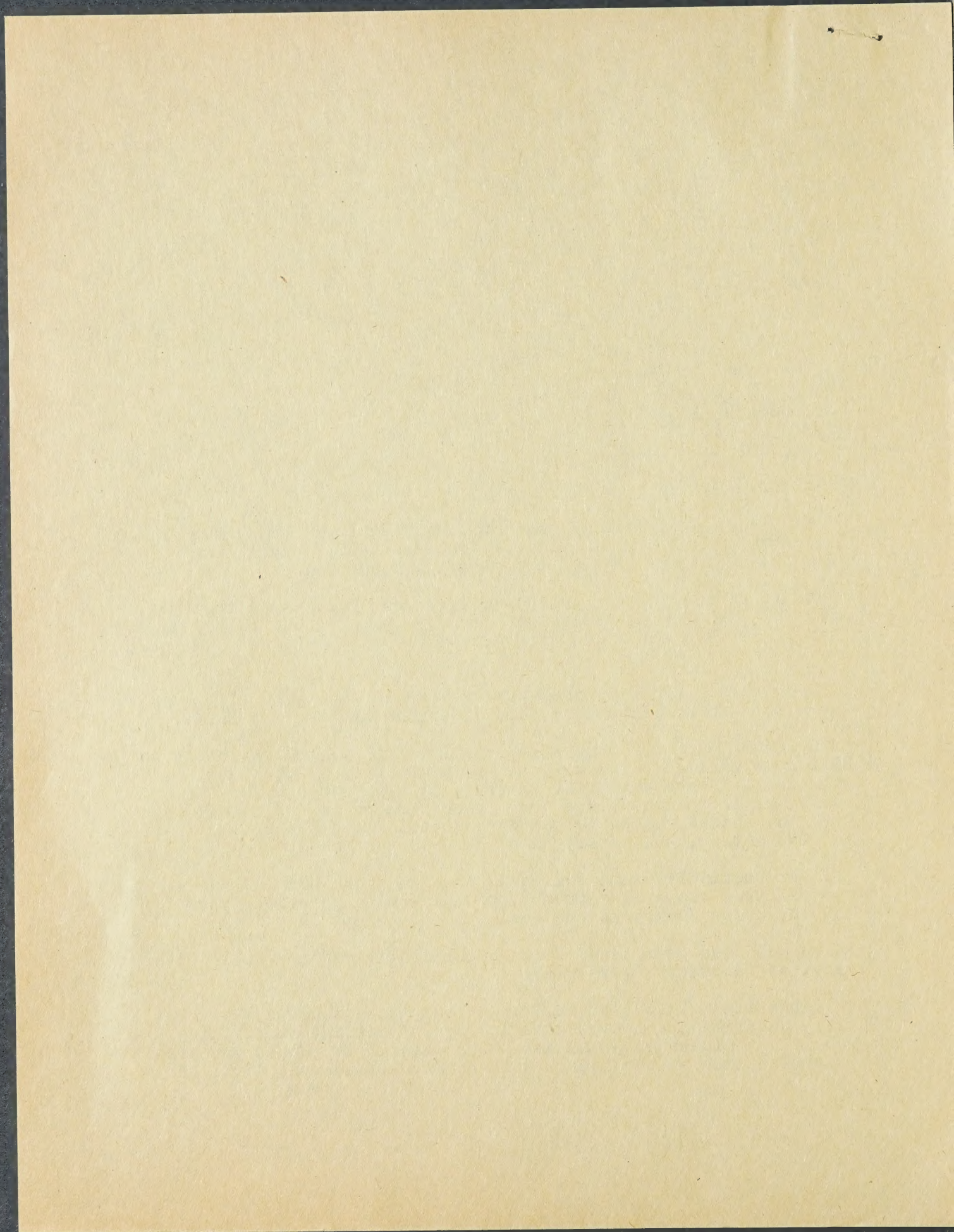
If you routinely frame your paintings in those simple, but attractive, brown-line frames, then I would appreciate your adding these frames to the deal.

Have you ever considered doing a chemically related still life, say, of laboratory glassware?

For the sake of good order, could you please send me a bill of sale describing the two paintings by subject and size. Also, could you please sign and date both paintings. Could you also inscribe each on the back, "Sold to Dr. A. Bader in April of 1981".

March 30







Mr. John Whalley  
April 3, 1981  
Page Two

May I also impose upon you to give a copy of this letter to  
Mr. Young, with my sincere thanks for his introduction.

Best personal regards from house to house.

Sincerely,

Alfred Bader

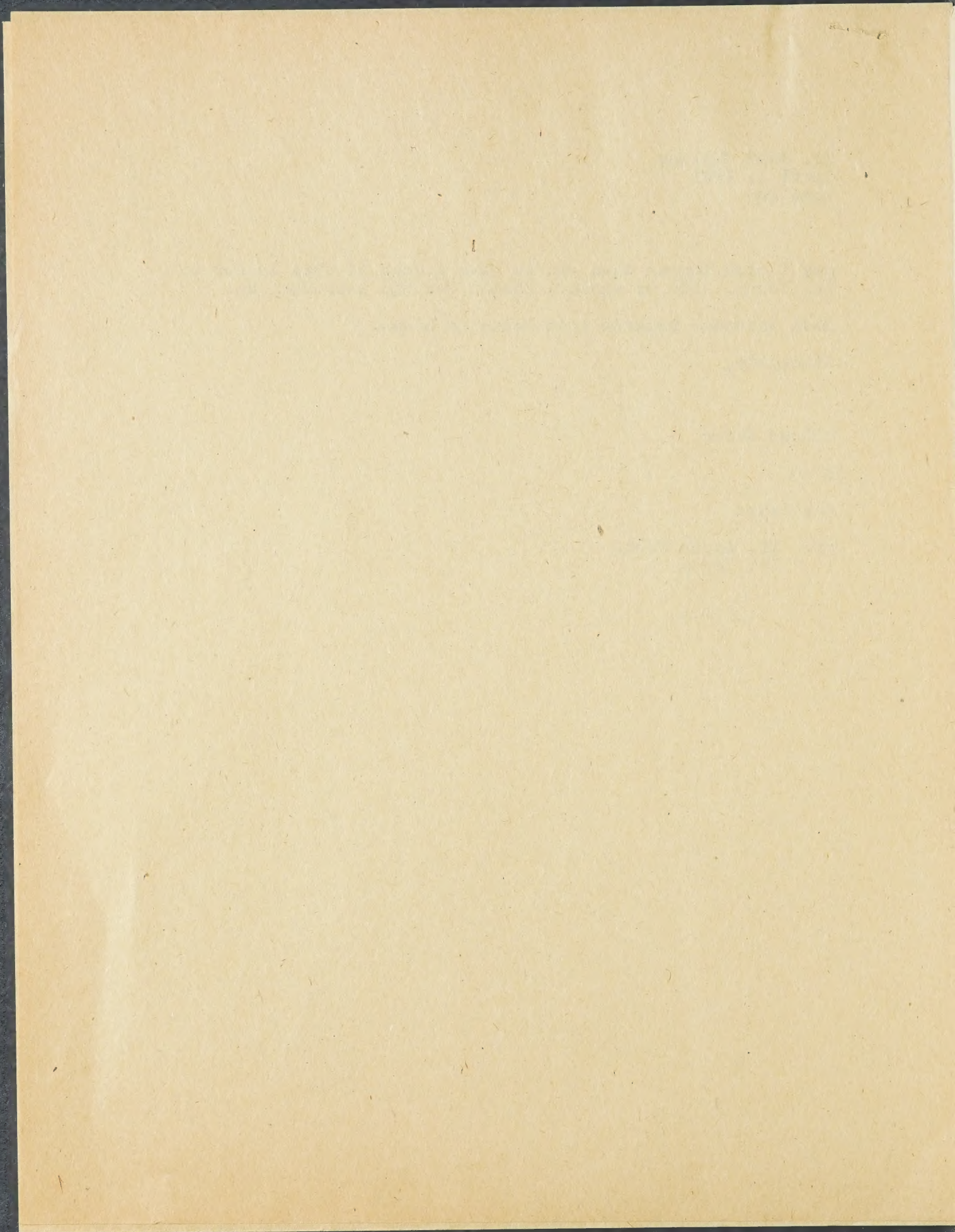
AB:mmh

Enclosure

cc: Mr. Barry Young  
Mr. Young

*William*









Chemists Helping Chemists in Research and Industry

## aldrich chemical company, inc.

Dr. Alfred R. Bader  
President

April 13, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear Mr. Whalley:

Thank you for your detailed letter of April 8 and the bill of sale for the two paintings.

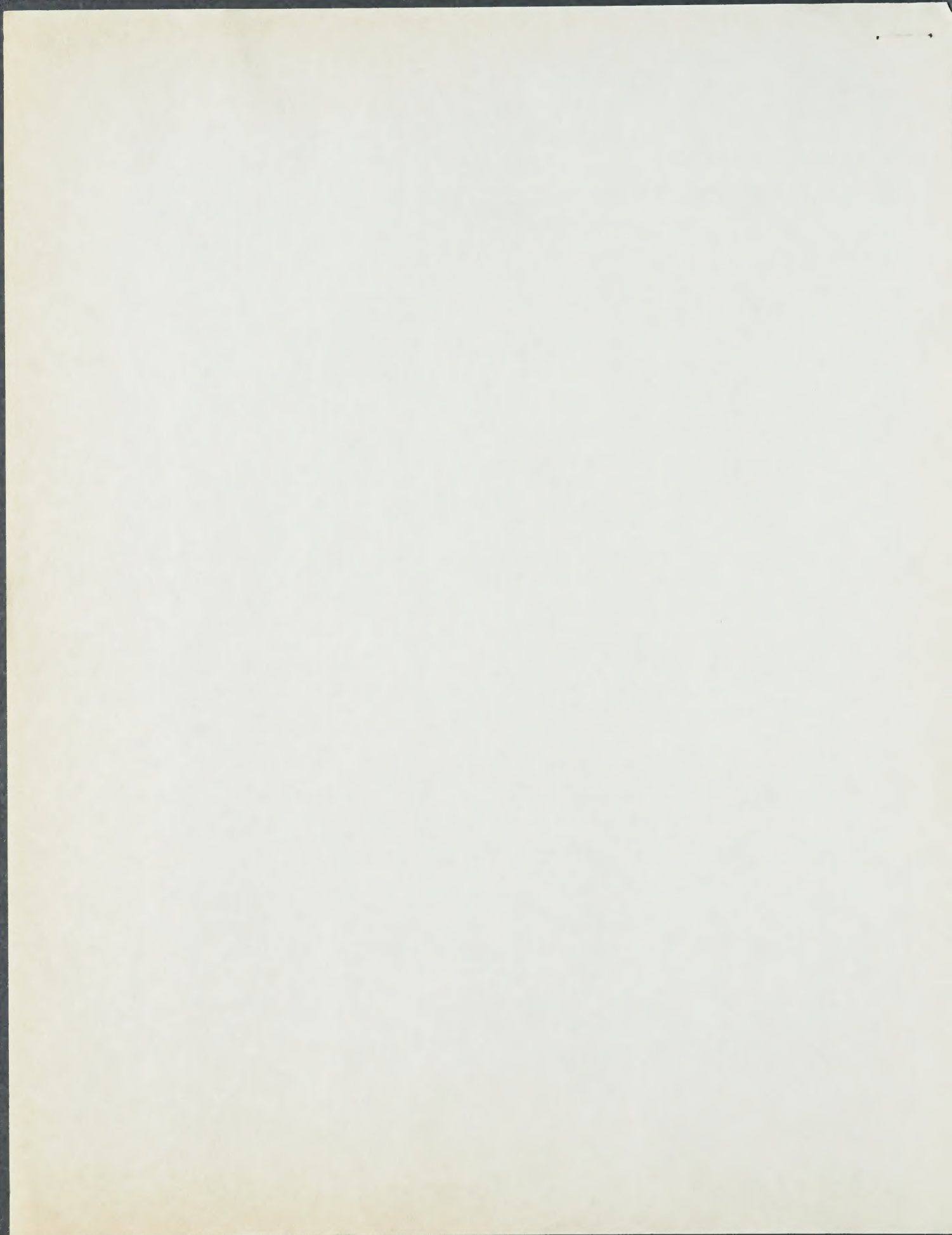
Never in my life have I owned an egg tempera painting and need guidance as to how to make certain that the paintings last practically indefinitely. Should I put them under glass and seal them hermetically?

I have never bought a painting that has been copyrighted and knew nothing about this when I bought your paintings. I had not contemplated reproducing them. However, we do use paintings on our *Aldrichimica Acta*, sample copy enclosed. Generally, I have used old master paintings in my collection, but occasionally have used modern paintings, for instance, a portrait by John Singer Sargent. Your paintings are so beautiful that I may some day want to use them on our *Acta* covers, or possibly even on a catalog cover. If on a catalog, then we might want to make reproductions. This would be particularly pertinent if you would ever paint a painting related to chemistry. Hence, please specifically give me the right to reproduce whatever paintings I purchase from you.

Regarding a chemically related still life, may I suggest that you visit one or two good friends of mine in the Department of Chemistry at the University of Rochester, who will, I am certain, be happy to show you routine glassware set-ups in their laboratories.

One of these friends is Professor Marshall Gates, surely one of America's most inventive alkaloid chemists, the man who first synthesized morphine. The other is Professor R. H. Schlessinger who is a brilliant synthetic organic chemist.









Mr. John Whalley  
April 13, 1981  
Page Two

I hope to be in Rochester sometime late this year and will then certainly plan to visit with you again in the hope of being able to purchase one or more of your enchanting paintings.

With best personal regards to Mrs. Whalley and the Youngs, I remain,

Sincerely,

Alfred Bader

AB:mmh

Enclosure

cc: Prof. Marshall Gates  
Prof. R. H. Schlessinger  
Mr. William Young  
Mr. Barry Young





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Several lines of very faint, illegible text in the middle section of the page.

Faint text line in the lower right quadrant.

Faint text line in the lower right quadrant.

Faint text line in the lower right quadrant.

A block of faint, illegible text in the lower right quadrant.



JOHN WHALLEY  
ARTIST

John Whalley - Artist  
P.O. Box 341  
Lima, New York 14485  
Telephone: (716) 582-2033

April 8, 1981

Dr. Alfred R. Bader  
President  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, Wisconsin 53201

Dear Dr. Bader,

This is an acknowledgement of receipt of payment by  
Dr. Alfred R. Bader for the purchase of the following works  
of art:

1 Painting (Egg Tempera) entitled "Loading Dock" Dimensions 18" X 30"	
	\$ 1,200.00
1 Painting (Egg Tempera) entitled "Kindling" Dimensions 18" X 24"	
	\$ 1,200.00
	<hr/>
	2,400.00
Less Discount	400.00
	<hr/>
Total	\$ 2,000.00

Terms of Sale: The buyer may return any work acquired herein for full credit against the purchase of any other comparable works available at that time, provided only that said works shall be returned in good condition and within 30 days from the date herein.

Unless otherwise specifically indicated, all works herein are originals, executed by the artist and are certified to be free from all defects due to faulty craftsmanship or materials for a period of 12 months from the date of sale. If flaws should appear during this period and be due to such causes, said works shall be subject to repair or replacement at the option of the seller. Buyer is cautioned however, that the seller cannot be responsible for fading, cracking, and other damage to these works caused by improvident exposure to sunlight and weather.

~~The original works described herein are copyrighted by~~



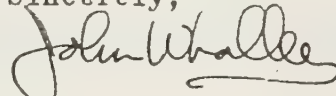
JOHN WHALLEY  
ARTIST

*Deleted. See letter 9/24/81*

~~the artist. The sale of such copyrighted work does not include the sale of rights to reproduction in any form unless specifically granted in writing by the artist.~~

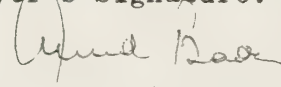
Thank you.

Sincerely,



John Whalley

Buyer's Signature:



Date:

4/12/81



August 21, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear Mr. Whalley:

Thank you for your thoughtful letter of August 18.

Our Eastern Sales Manager, Mr. Barry Young, is your neighbor's brother, and I had hoped that Barry might visit before now to pick up the two paintings to which I look forward very much.

Perhaps I am so insensitive because my own house has paintings all over the place, and I certainly don't mind having many of your paintings around on loan.

My son, Daniel, will be attending the Rochester Institute of Technology beginning next month, and so I hope to be able to get together with you often.

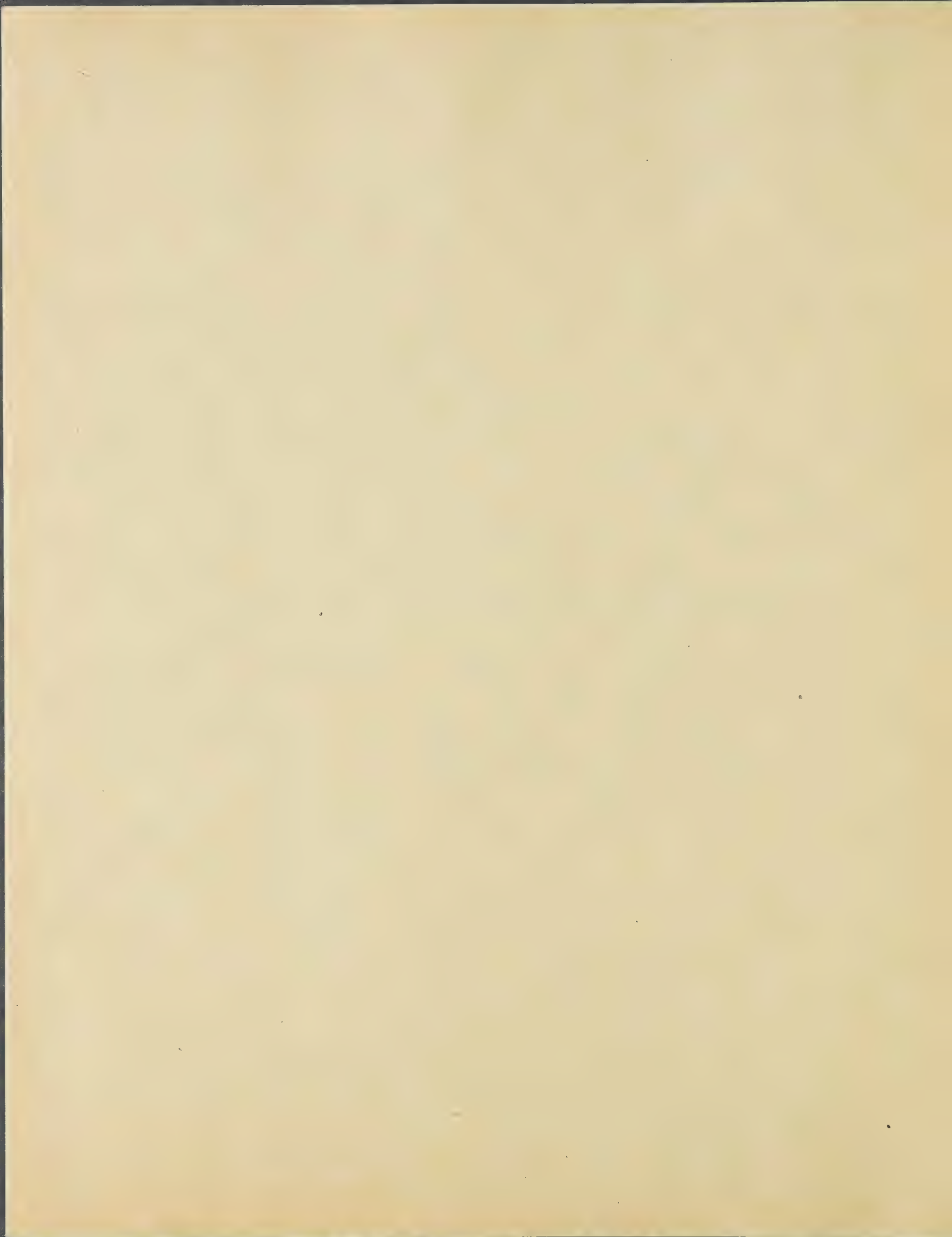
Best personal regards,

Alfred Bader

AB:mmh

cc: Mr. William J. Young III  
Mr. Barry Young







bcc: Mr. Barry Young, Aldrich-New Jersey  
Mr. William Young

November 17, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear Mr. Whalley:

I have just returned from a trip to Europe and have opened your carefully packed paintings. They are absolutely beautiful, and I feel good all over just looking at them.

I can hardly wait to get back to Rochester to visit you again in the hope of buying some more of your paintings. Could you, per chance, send me some snapshots of paintings ready or close to ready?

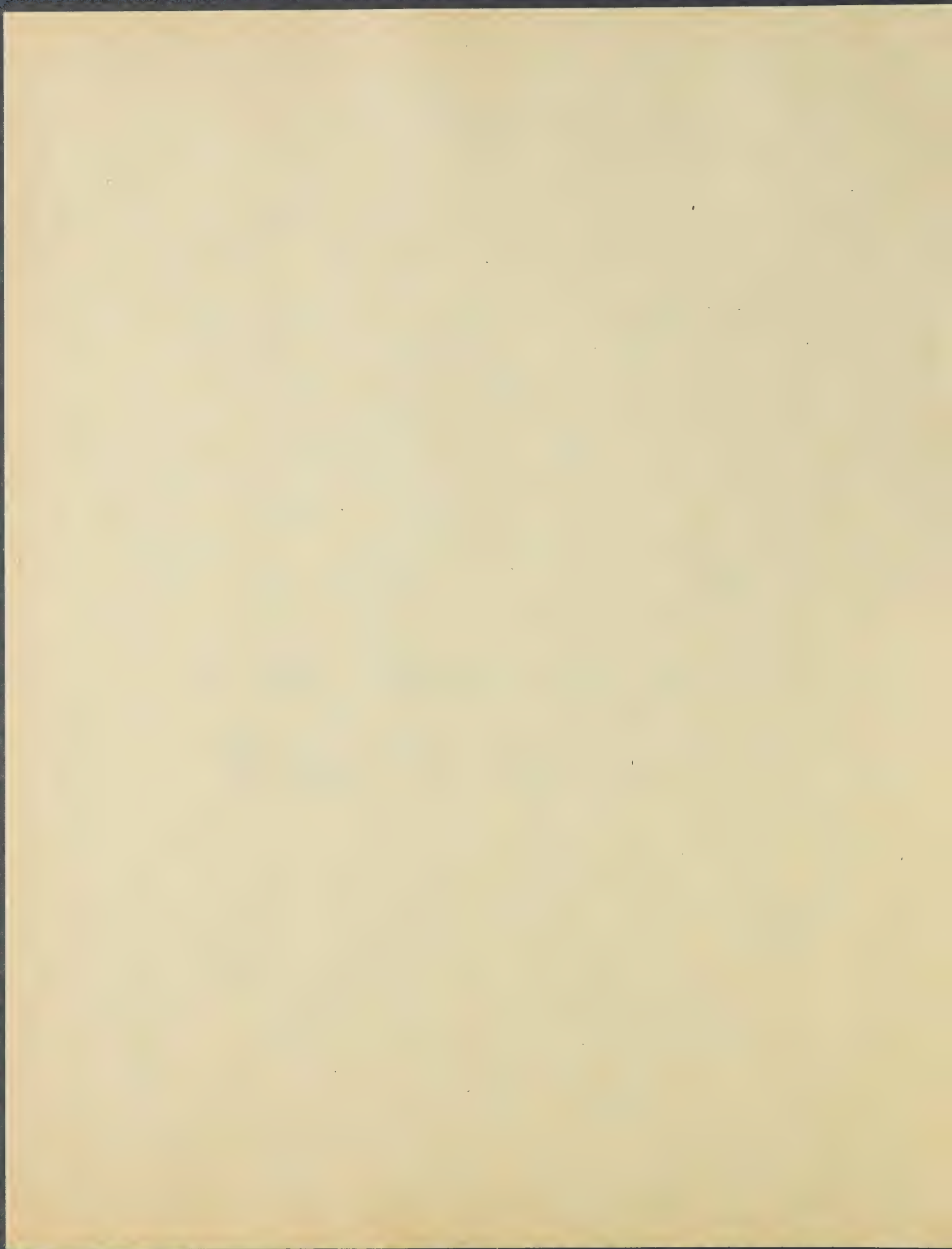
Best personal regards,

Alfred Bader

AB:mmh

*Wm. Young*  
792 Main St  
Lima NY 14485







# ALDRICH CHEMICAL COMPANY, INC.

## AUTHORITY FOR SHIPMENT OF GOODS OTHER THAN REGULAR PRODUCTS

9

Request Made By ALDRICH CHEMICAL Date 11/21/81 No. \_\_\_\_\_

SHIP TO \_\_\_\_\_

St. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Via: \_\_\_\_\_  Collect  Prepaid  Insured

The Following Goods: \_\_\_\_\_

2 plugs

**PURPOSE OF SHIPMENT**

Withdraw Goods From \_\_\_\_\_

- Returning containers for credit.
- Supplies purchased by us and returned to vendor because unsatisfactory.
- Our equipment sent out for repair.
- Shipment of supplies and equipment to branches.
- Sales of supplies or equipment to outsiders.
- Sales of junk and scrap material.
- OTHER REASONS

Charge To A/C						
OUT4	1	2:13.5	+	1.57	# 0.00	+ 1.57
OUT4	2	11: 6.0	+	2.00	# 0.00	+ 2.00
11/21/81	14	5.0		4.00	# 0.00	+ 4.00

Shipped By \_\_\_\_\_

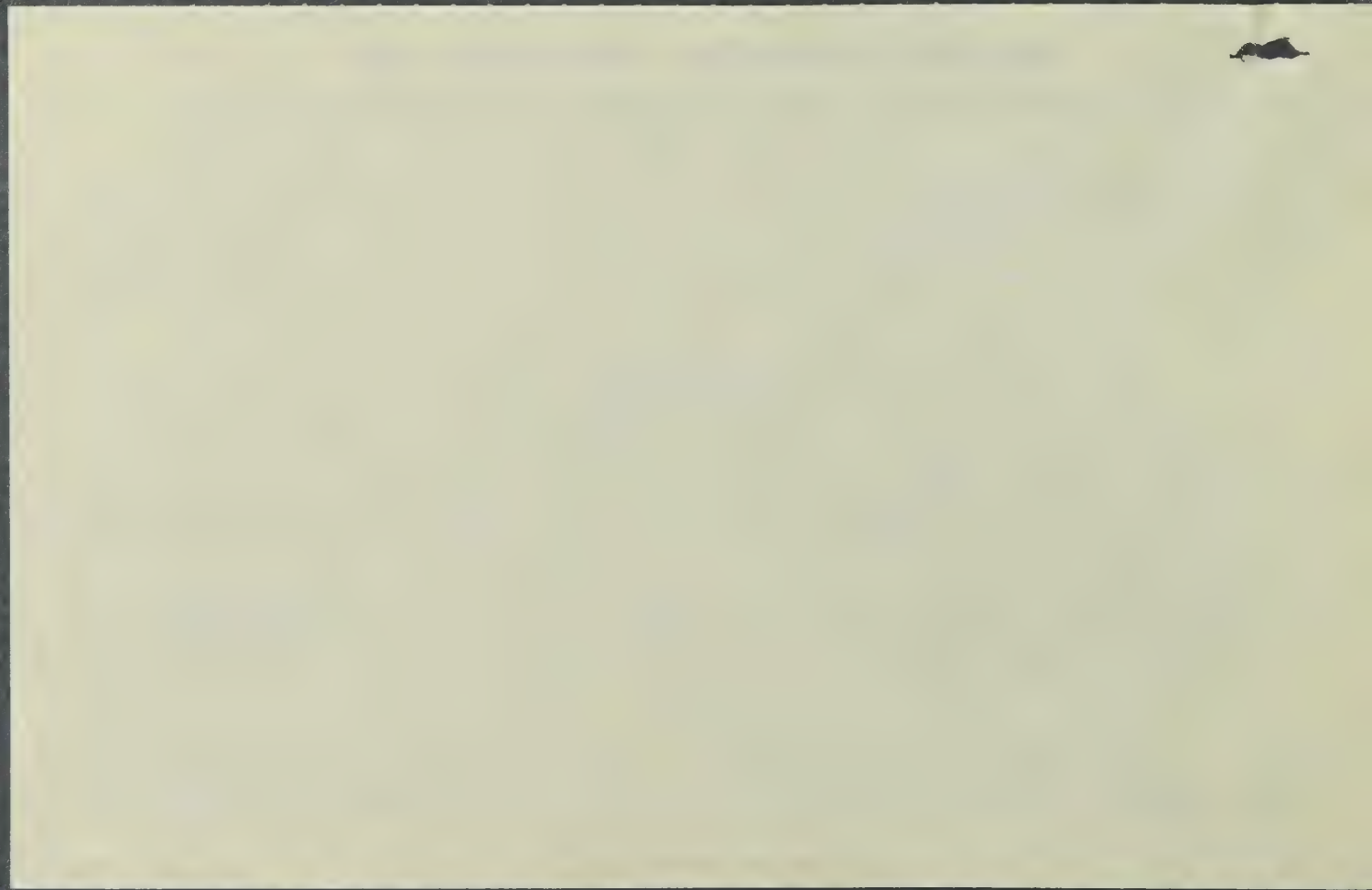
Approved By \_\_\_\_\_

SHIPPING CLERK

Date Shipped 11/24/81

RETURN TO ORIGINATOR







**ALDRICH CHEMICAL COMPANY, INC.**  
**AUTHORITY FOR SHIPMENT OF GOODS**  
**OTHER THAN REGULAR PRODUCTS**

Request Made By Alfred Decker Date 11/15/81 No. \_\_\_\_\_

SHIP TO \_\_\_\_\_

St. Address 7145 W. Main Street City Lawrence State MO 64501

Via: \_\_\_\_\_  Collect  Prepaid  Insured

The Following Goods: \_\_\_\_\_

PURPOSE OF SHIPMENT

- Returning containers for credit.
- Supplies purchased by us and returned to vendor because unsatisfactory.
- Our equipment sent out for repair.
- Shipment of supplies and equipment to branches.
- Sales of supplies or equipment to outsiders.
- Sales of junk and scrap material.
- OTHER REASONS

Withdrawn Goods From \_\_\_\_\_

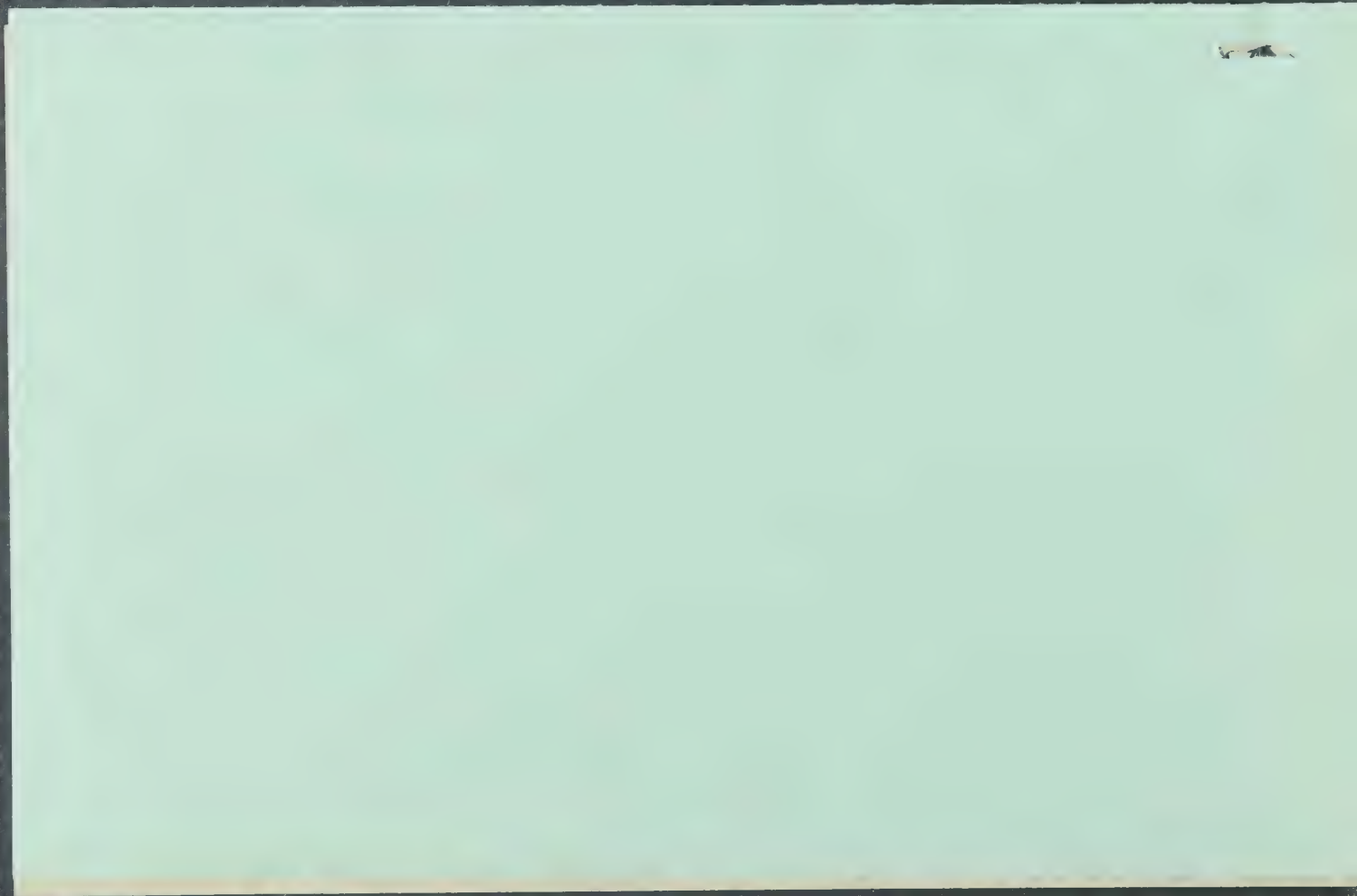
Charge To A/C
No. _____

Shipped By \_\_\_\_\_ Date Shipped 11/15/81

SHIPPING CLERK

Approved By \_\_\_\_\_

RETAINED BY ORIGINATOR





JOHN WHALLEY  
ARTIST

John Whalley - Artist  
P.O. Box 341  
Lima, New York 14485

November 22, 1981

RECEIVED  
NOV 25 1981  
ALDRICH CHEMICAL CO., INC.

Dr. Alfred Bader  
Chairman and Chief Executive Officer  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, Wisconsin 53201

Dear Dr. Bader,

It was good to receive your note of last week and to speak with you the other evening as well. I am glad that you are pleased with the two paintings that have finally made their way to you. I appreciated your call very much. I also hope that we can take you up on your invitation to come to Milwaukee and visit with you, perhaps later this winter.

I am writing to let you know that the color slides which you requested of my more recent work are ready to mail to you except for those of a few very recent pieces. They should be ready for me within the week, and at that time I'll get them off to you at once. I'd like to send along a few 8"X10" black and white prints of the paintings as well.

If this letter gets out to you by Thursday, have a very happy Thanksgiving holiday!

Sincerely,

*John*

716-582-2033





JOHN WHALLEY  
ARTIST

John Whalley - Artist  
P.O. Box 341  
Lima, New York 14485  
Telephone: (716) 582-2033

December 3, 1981

Dr. Alfred Bader  
Chairman and Chief Executive Officer  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, Wisconsin 53201

Dear Dr. Bader,

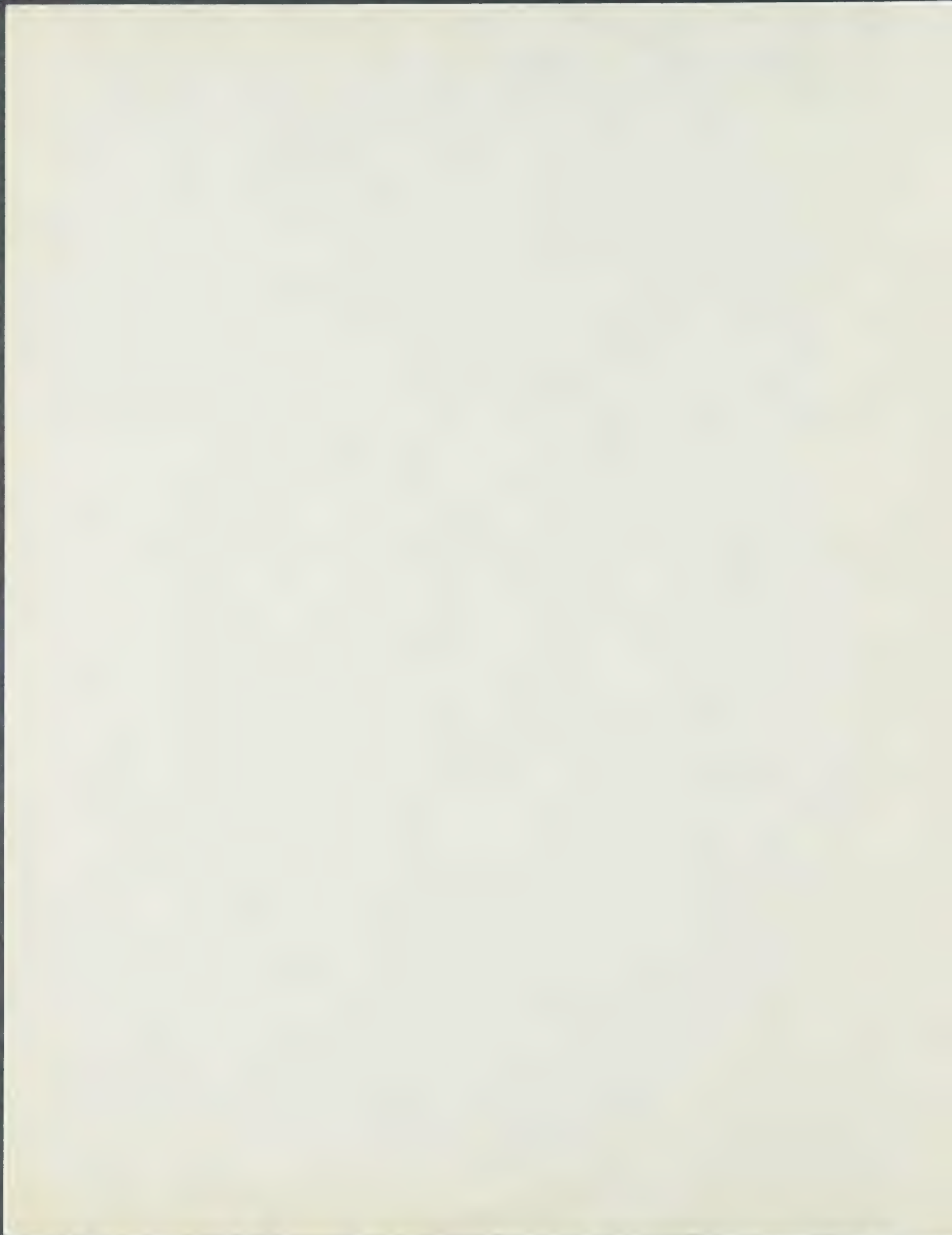
Here, finally, are the slides of my recent work that you requested, along with black and white prints of a few of the same pieces. The works include five egg tempera paintings, one watercolor, and nine pencil drawings. With a few pieces, ("Springwater", "The Woodshed", "Monadnock Summit", and "Winter Fields"), I've included additional slides which are close-ups of certain parts of the pieces to help indicate for you.

I look forward to hearing from you after you have received these pieces. We will be at our present address and telephone until Saturday, December the 12th, and as soon as I have our new address, I'll be sure to get it off to you.

Until I speak with you again--

Sincerely,







December 9, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear John:

Just a note to confirm our discussion yesterday.

I cannot see the painting of the slide of the "Attic Corner" clearly, but it looks like a fine painting and I would like to take the chance and purchase it for \$1,000.00. If I receive your invoice before December 15, I will send you my check by return mail. If the invoice arrives after that, I will send you my check on my return from England the first week of January.

I love "The Woodshed" but I find egg tempura paintings much more easily sold than water colors. Hence, you have my assurance that if you would paint a similar egg tempura work of about 18 x 24" I will purchase that composition for \$1,000.00, also.

Many of your pencil drawings are lovely, and I will discuss purchasing a number of them when I visit with you personally, hopefully next spring.

Please keep the "Attic Corner" which I am now purchasing until I can pick it up personally.

I enclose all the slides, except for the "Attic Corner" and "The Woodshed" water color, as well as all of the black and white photographs.

I do hope that when I visit with you next we will be able to work out an arrangement whereby I can represent you.

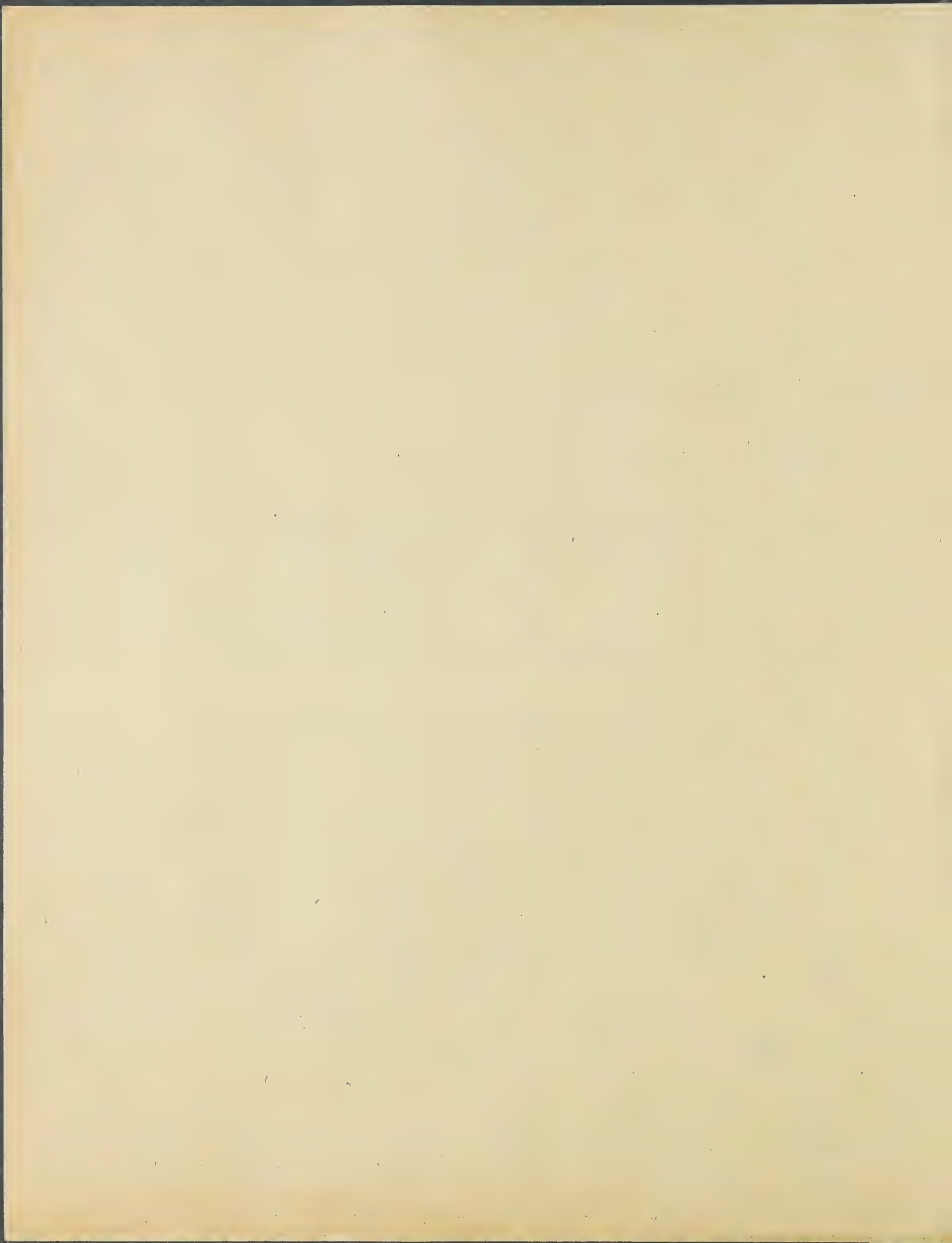
Best regards and all good wishes to you and your family.

Sincerely,

Alfred Bader

AB:mmh

Enclosures





December 11, 1981

Mr. John Whalley  
P.O. Box 341  
Lima, New York 14485

Dear John:

Why the formality of calling me Dr. Bader? Do I have to call you Mr. Whalley?

Check is enclosed; surely the "Attic Corner" is an upright and so the dimensions are 24 x 18". Please don't mind my Germanic attention to detail.

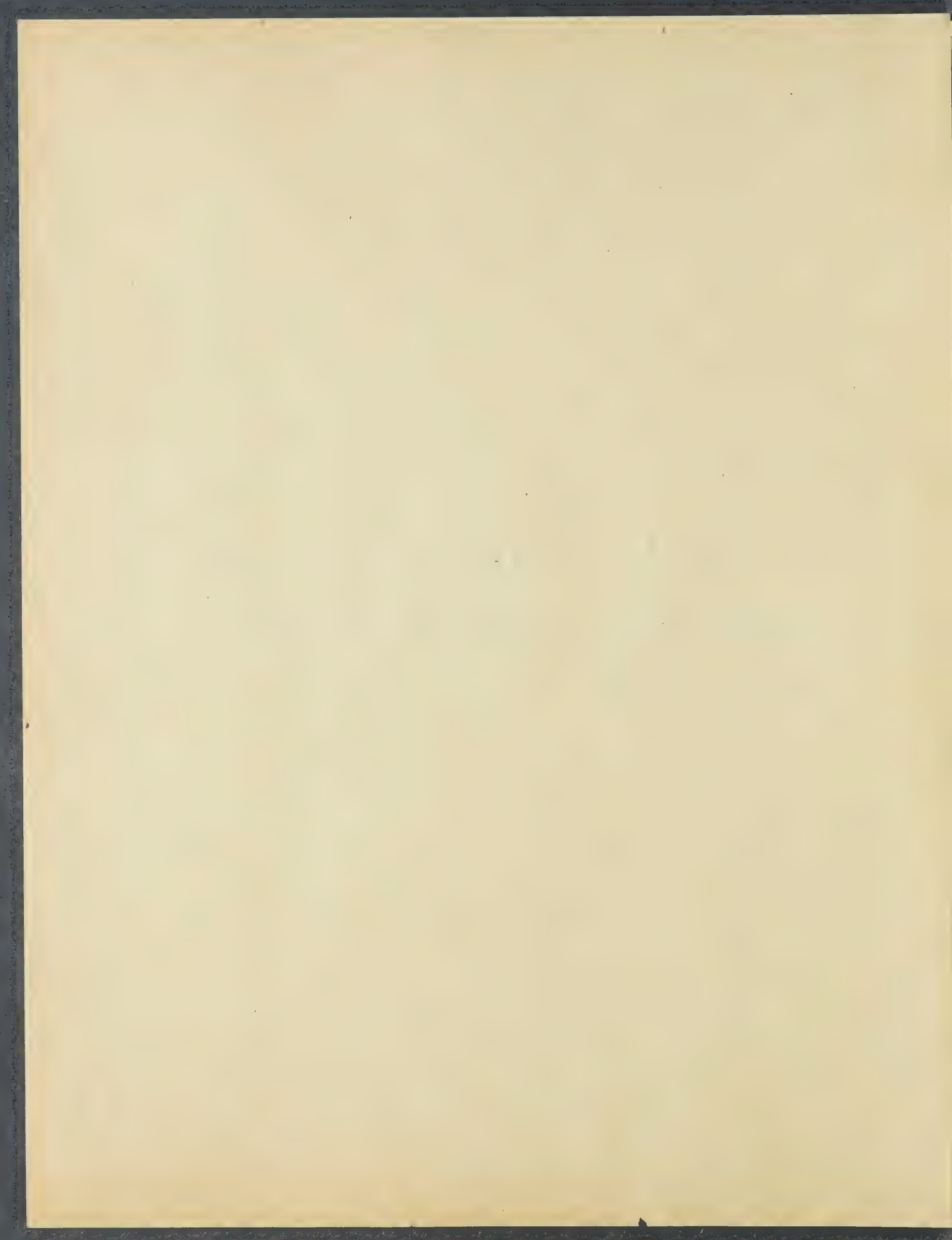
Season's best wishes.

Sincerely,

Alfred Bader

AB:mmh

Enclosure





bcc: Barry Young

February 16, 1982

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John:

I am full of questions:

1. What is your new telephone number?
2. Is the tempera of the wood shed completed?
3. Could you send me a slide of the glassware still life?
4. Have you considered a still life of Aldrich publications?

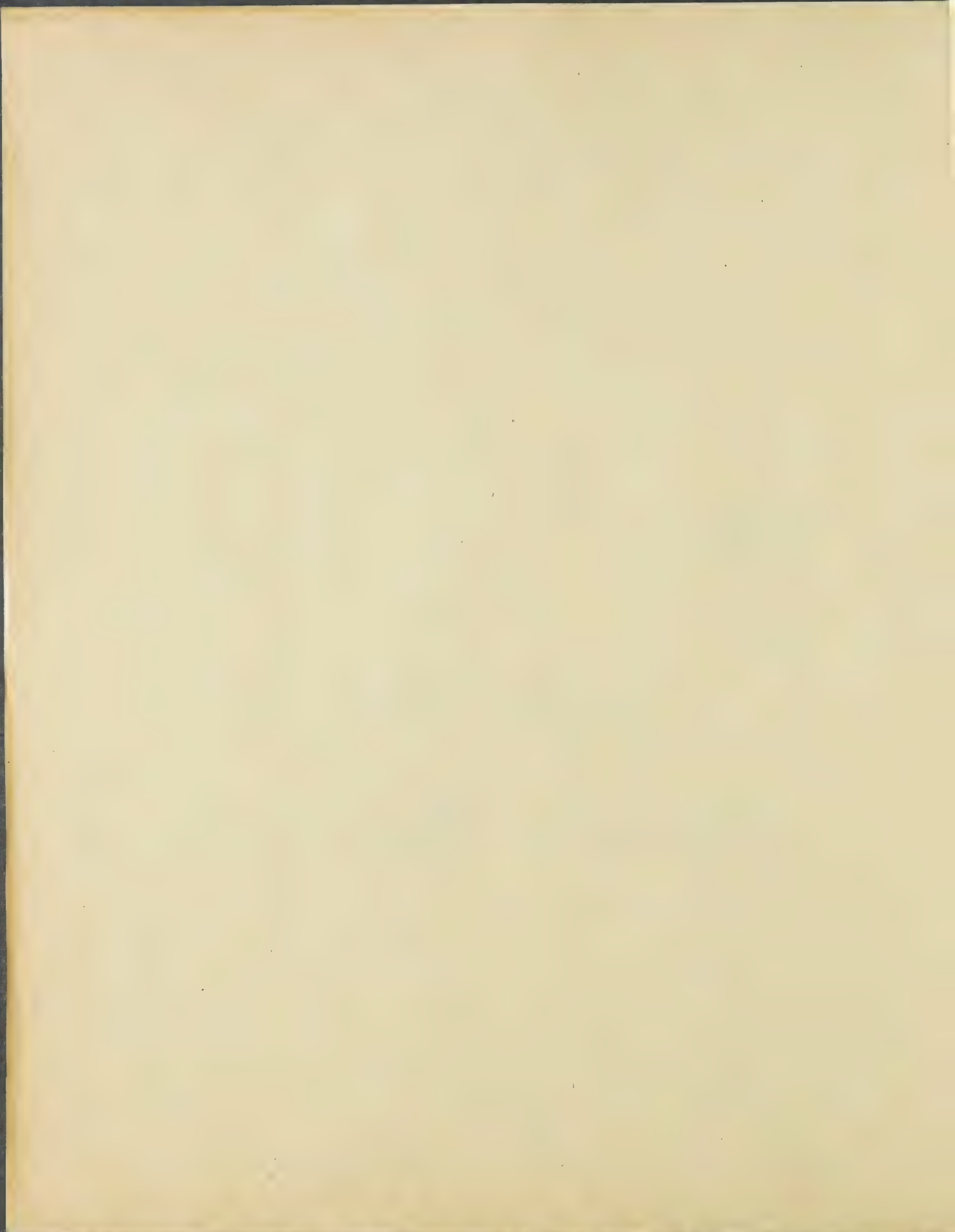
Sometime when the snow is gone, I would like to visit with you, both to look at your work and to consider with you the possibility of my representing you on a more permanent basis.

Best regards,

Alfred Bader

AB:mmh

*Northern Tier Children's Home*





Mk

JOHN WHALLEY  
ARTIST

John Whalley - Artist  
P.O. Box 71  
Harrison Valley, PA 16927  
Telephone: (814) 334-5436

February 21, 1982

Alfred Bader Corporation  
2961 N. Shepard Avenue  
Milwaukee, Wisconsin 53211

Dear Alfred,

My apologies for not contacting you sooner to give you my new phone number and to answer the questions that I imagined you had concerning the progress of the woodshed and glassware paintings. Since our return here to our new home after the holidays, I've met with a number of adjustments and responsibilities that have consumed all but a little of my time - these being our adjustment to our new position as houseparents and initiating an arts and crafts program for the children as well, here at the Children's Home. With the arts program now under way and Linda and I now feeling more at ease in our "parenting" our twelve children, I'm finding myself just now settling down into the painting schedule that I had anticipated working in right from the start of the new year.

Now to answer your questions; our new phone number is given at the top of this page, and I am most likely to be reached between 9 AM and 3 PM. Concerning the paintings of the chemical glassware, the woodshed, and the Aldrich publications, except for the glassware painting which I've begun working on increasingly these past few weeks, I am only now returning to a normal and regular painting schedule and, hence, to beginning work on these paintings. I am giving priority to these paintings and the glassware painting is near to being ready for photographing for you.

Concerning your visiting us after the snow melts -- wonderful! I'd like a nice visit with you and for you to see my newest work and discuss the possibility of being represented by you. We are, by the way, finding our new capacity as "parents" to these children of such sad backgrounds rewarding, a joy, and a real challenge.

Looking forward to hearing from you.

Sincerely,  
  
John Whalley

241



April 27, 1982

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John,

I have tried to call you many times during the last few days, but nobody has answered your telephone.

May Barry Young, my wife and I visit you early on Tuesday evening, May 18? We plan to spend the day in Rochester and then leave Rochester by car around five and hope to have a few hours with you.

Could you please make two modestmotel reservations near you for that Tuesday evening. My wife and I prefer a room with just one large bed. I very much hope that several of your paintings may be ready by the time of our visit.

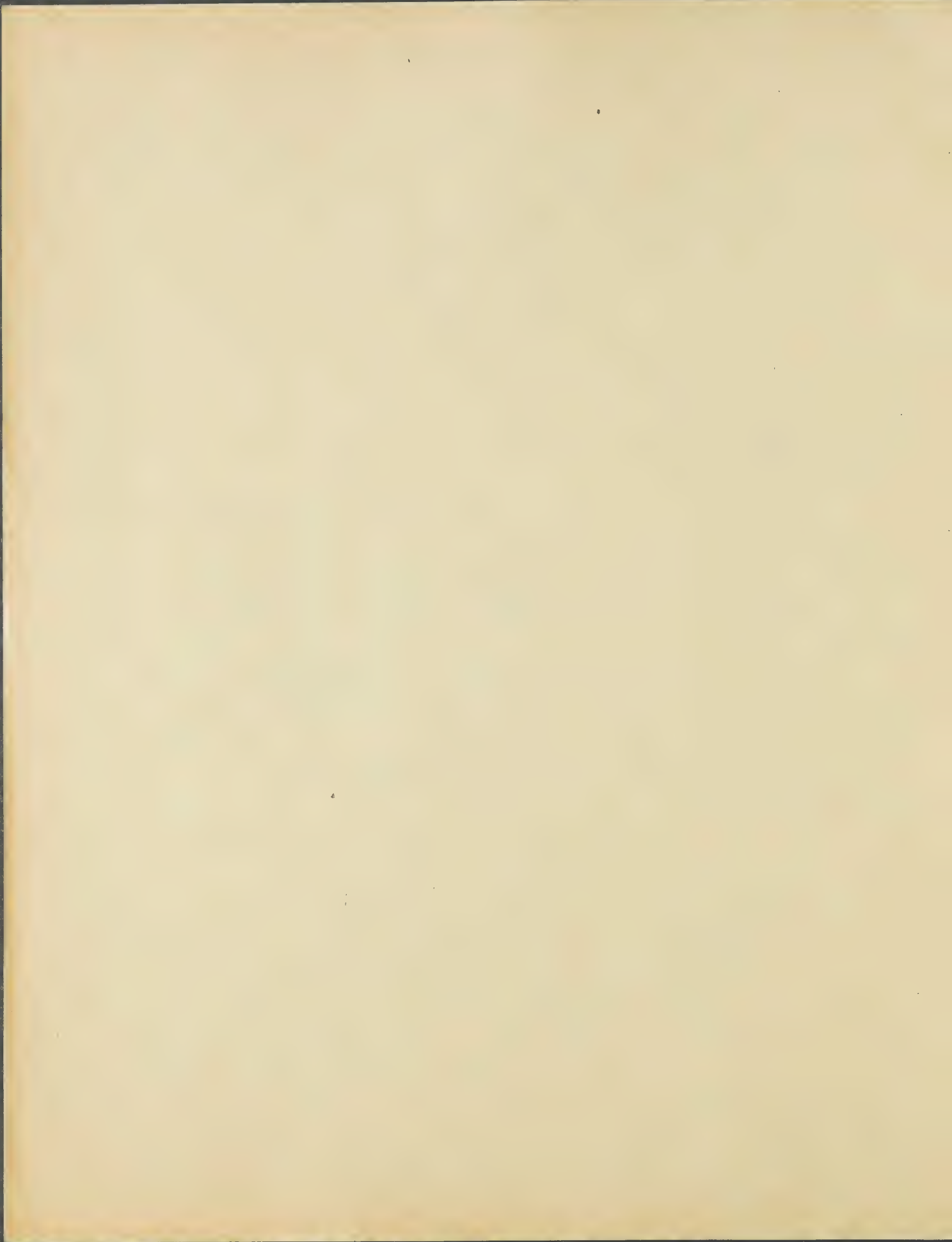
We certainly look forward to meeting you again.

Best regards,

Alfred Bader

AB:mmh

cc: Mr. Barry Young





May 12, 1932

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John:

Thank you so much for your kind invitation for all three of us to stay with you. We happily accept.

Could you please help me with one detail: Surely I will want to take at least one of your paintings, and perhaps 2, or 3 or 4, with me. Being tempera, they are fragile. Could you please arrange to have some hard board that will so cover the framing that the board will not actually touch the painting surface.

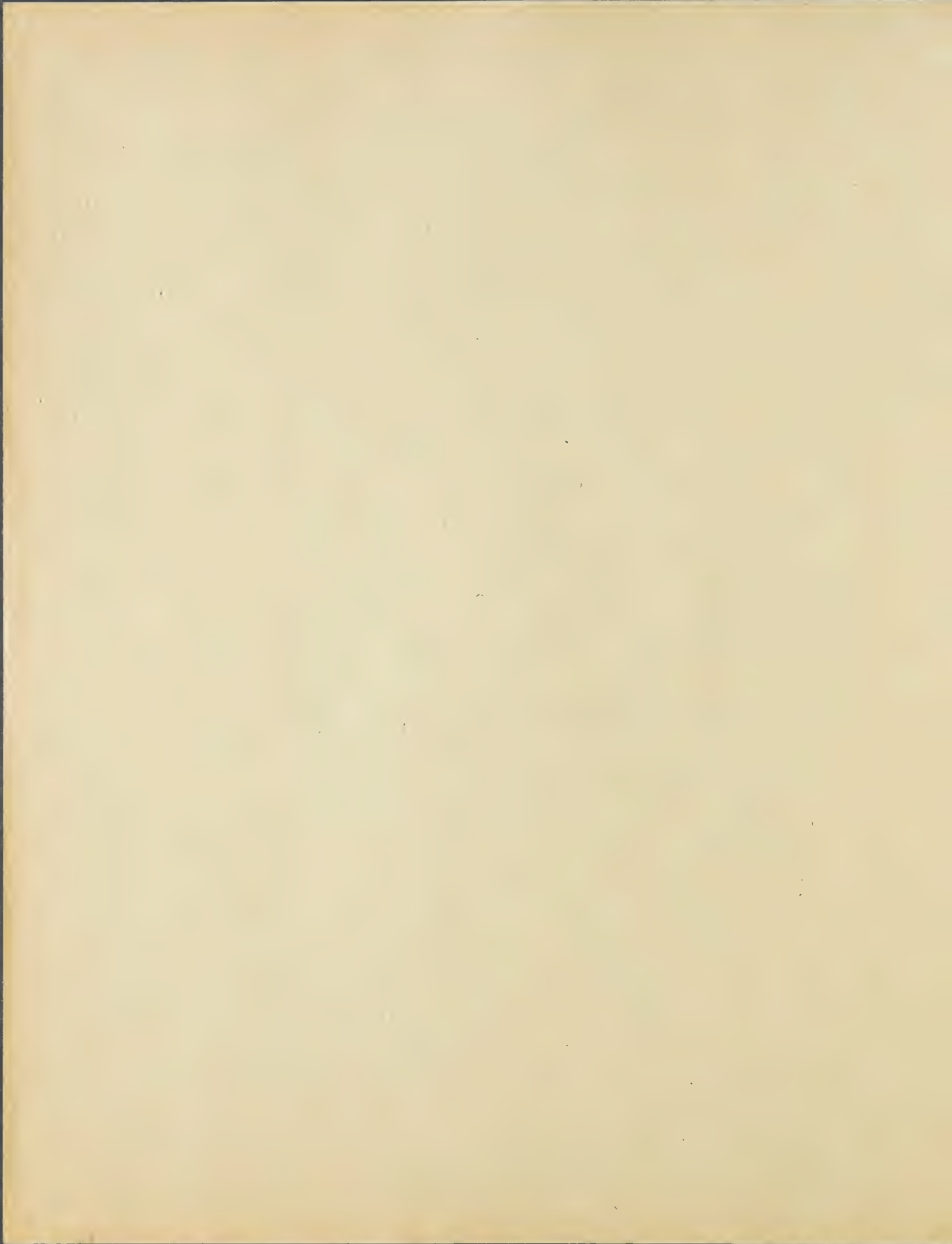
Isabel and I so look forward to seeing you again.

Best regards,

Alfred Bader

AB:mmh

cc: Mr. Barry Young



May 21, 1982

Mr. and Mrs. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear Julia and John,

You must have realized how very much Isabel and I enjoyed staying with you and I want to thank you most sincerely, both for your wonderful hospitality and for your selling me more of your paintings. All arrived home safely and I enjoy them very much, indeed.

We are as forgetful as professors, and hope that you do not mind having to return Isabel's raincoat. When we were in California she left it there. It must be the most traveled raincoat in the country.

I already look forward to purchasing more of your paintings.

Thank you also for loaning me your case which I am returning by UPS.

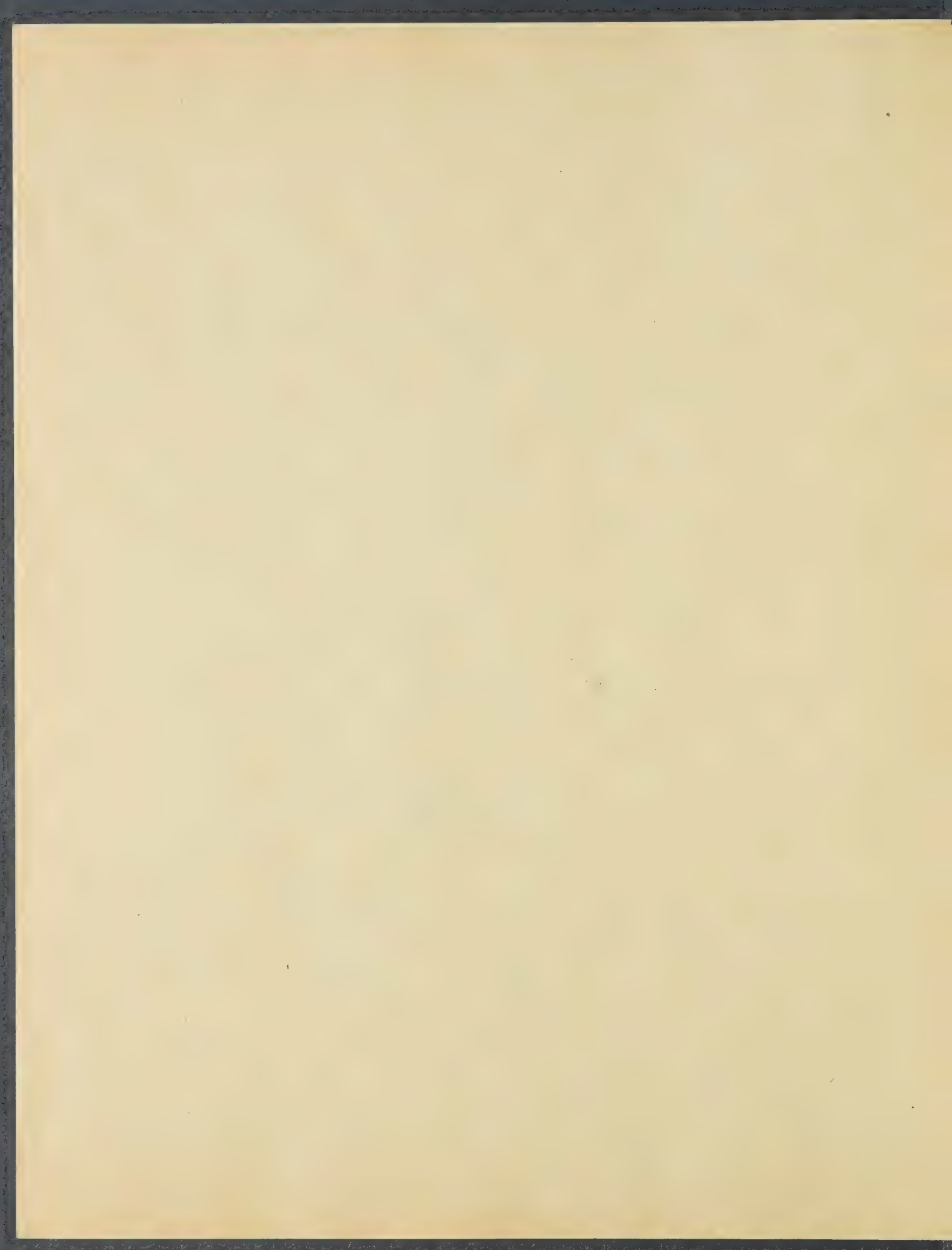
Fond regards from house to house.

Sincerely,

Alfred Bader

AB:mmh





July 27, 1982

Mr. John Whalley  
P.O. box 71  
Harrison Valley  
Pennsylvania 16927

Dear John:

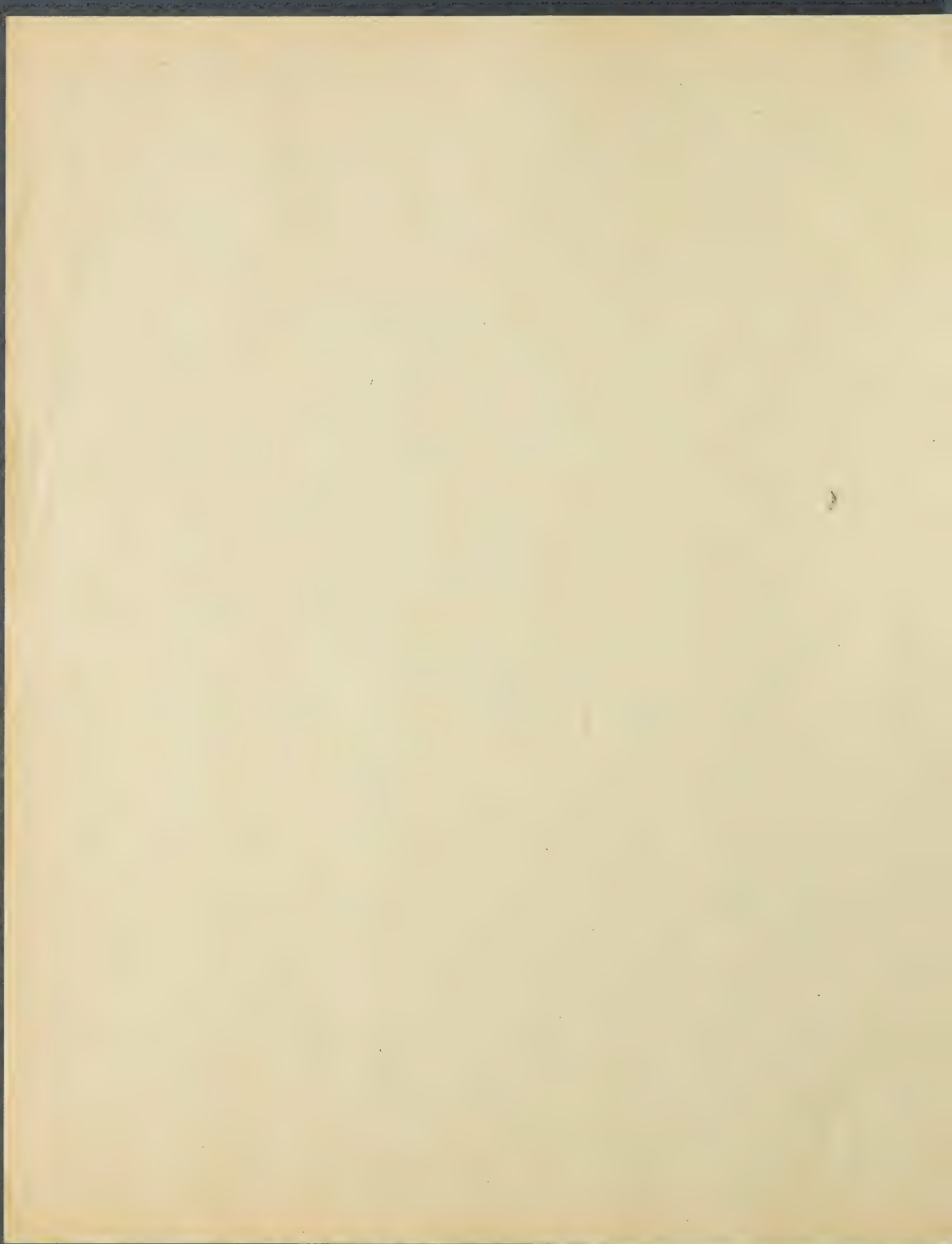
I tried to telephone you at 814-334-5436 to find out how you are doing, and learned that the telephone had been disconnected.

Please send me your new number.

Sincerely,

Alfred Bader

AB:mmh





**ALDRICH CHEMICAL COMPANY, INC.**  
**AUTHORITY FOR SHIPMENT OF GOODS**  
**OTHER THAN REGULAR PRODUCTS**

Request Made By ALFRED BRONK Date 6/3/78 No. \_\_\_\_\_

SHIP TO \_\_\_\_\_

St. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Via: \_\_\_\_\_  Collect  Prepaid  Insured

The Following Goods: \_\_\_\_\_

PURPOSE OF SHIPMENT

- Returning containers for credit.
- Supplies purchased by us and returned to vendor because unsatisfactory.
- Our equipment sent out for repair.
- Shipment of supplies and equipment to branches.
- Sales of supplies or equipment to outsiders.
- Sales of junk and scrap material.
- OTHER REASONS

Withdraw Goods From 3-11.5 1.78 0.00 1.78

Charge To A/C

No. \_\_\_\_\_

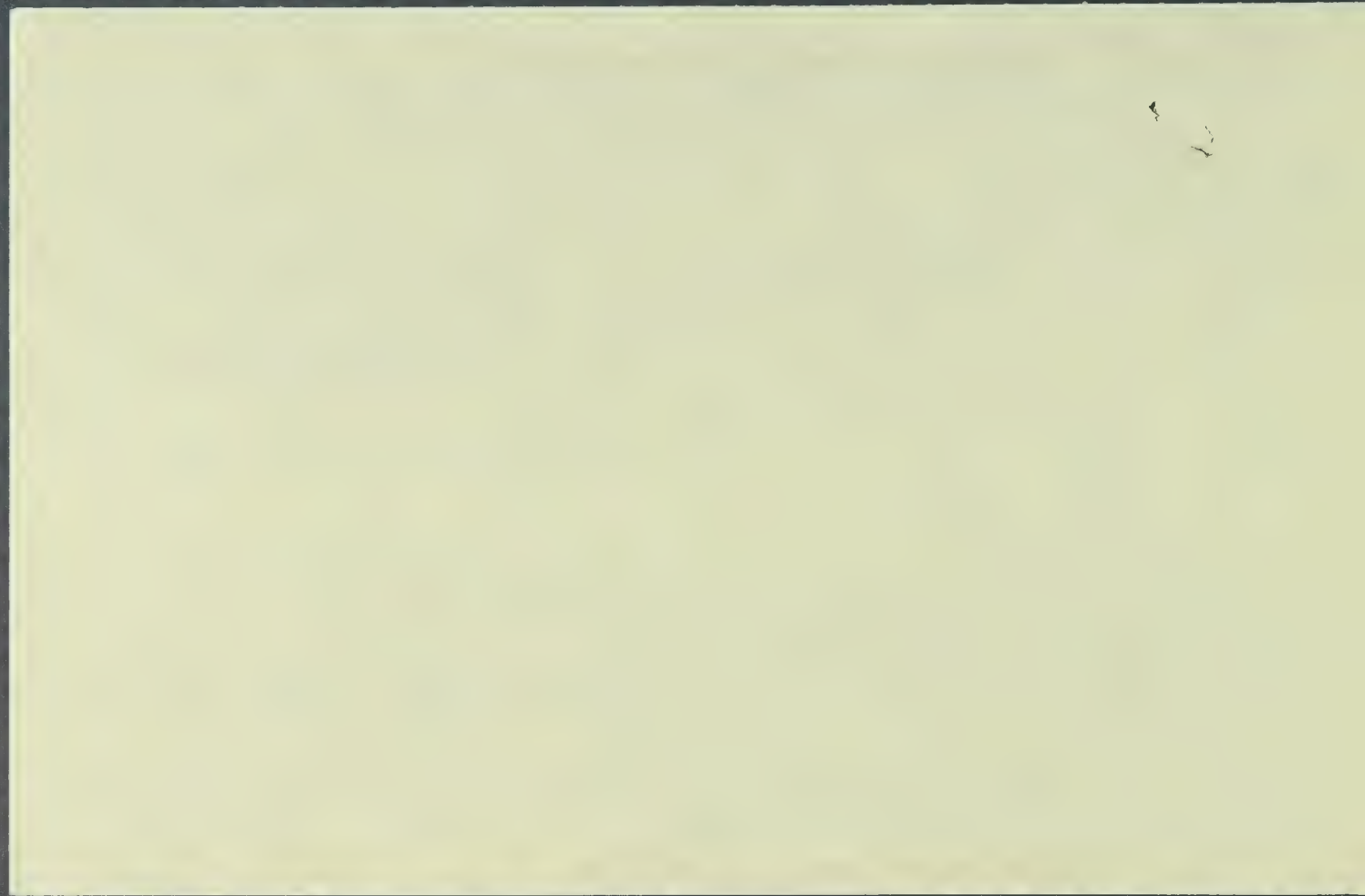
Shipped By \_\_\_\_\_

SHIPPING CLERK

Approved By \_\_\_\_\_

Date Shipped 8/1/78

**RETURN TO ORIGINATOR**



**ALDRICH CHEMICAL COMPANY, INC.**  
**AUTHORITY FOR SHIPMENT OF GOODS**  
**OTHER THAN REGULAR PRODUCTS**

Request Made By Alfred Hader Date 8/1/62 No. \_\_\_\_\_

SHIP TO \_\_\_\_\_

St. Address The Northern Star Children's Home City \_\_\_\_\_ State OH

Via: UPS  Collect  Prepaid  Insured

The Following Goods: \_\_\_\_\_

PURPOSE OF SHIPMENT

- Returning containers for credit.
- Supplies purchased by us and returned to vendor because unsatisfactory.
- Our equipment sent out for repair.
- Shipment of supplies and equipment to branches.
- Sales of supplies or equipment to outsiders.
- Sales of junk and scrap material.
- OTHER REASONS

Withdrawn Goods From \_\_\_\_\_

Charge To A/C

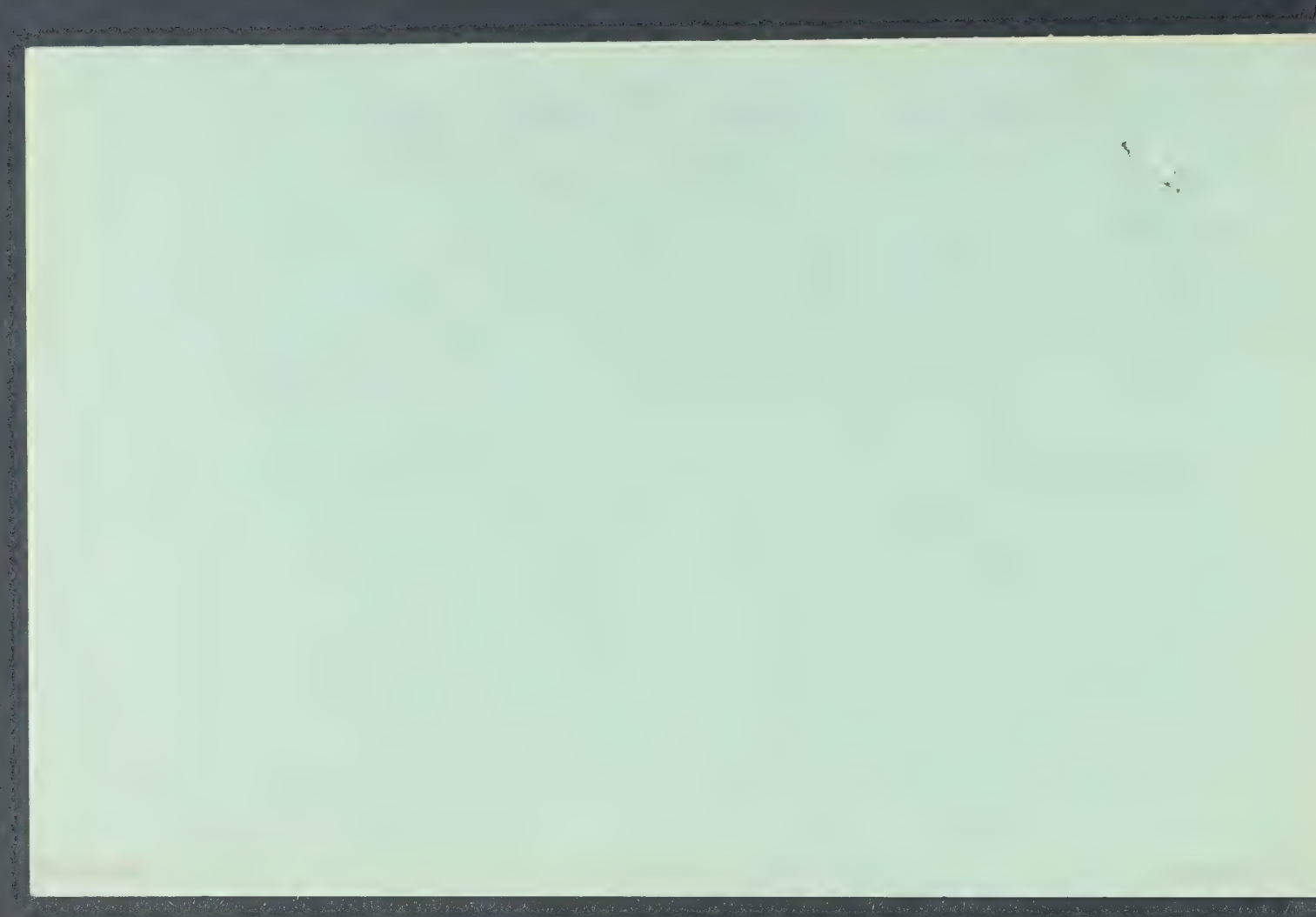
No. \_\_\_\_\_

Shipped By \_\_\_\_\_ Approved By \_\_\_\_\_ Date Shipped \_\_\_\_\_

SHIPPING CLERK

**RETAINED BY ORIGINATOR**





JOHN WHALLEY  
ARTIST

John Whalley - Artist  
c/o T.F. Hoffman  
269 Conant Road  
Weston, Massachusetts 02193  
Telephone: (617) 899-8502

September 20, 1982

Dr. Alfred Bader  
Alfred Bader Corporation  
2961 N. Shepard Avenue  
Milwaukee, Wisconsin 53211

Dear Alfred,

Hello! I trust all is well with you. Our stay here near Boston this summer has been quiet, restful, and productive, as we await the birth of our baby in December. Thankfully, all goes well with both Linda and the baby.

I am sending these slides to you as I said I would last month. They are photographs of "The Woodshed" tempera that you both asked for and paid for and which is now complete, and three other temperas that are near-to-complete. I'm sending four slides of "The Woodshed"; including two close-up shots. Within a week or two I will have the frames for this and the other paintings made, and can then take "The Woodshed" to Dr. William Robinson at the Fogg, as you requested.

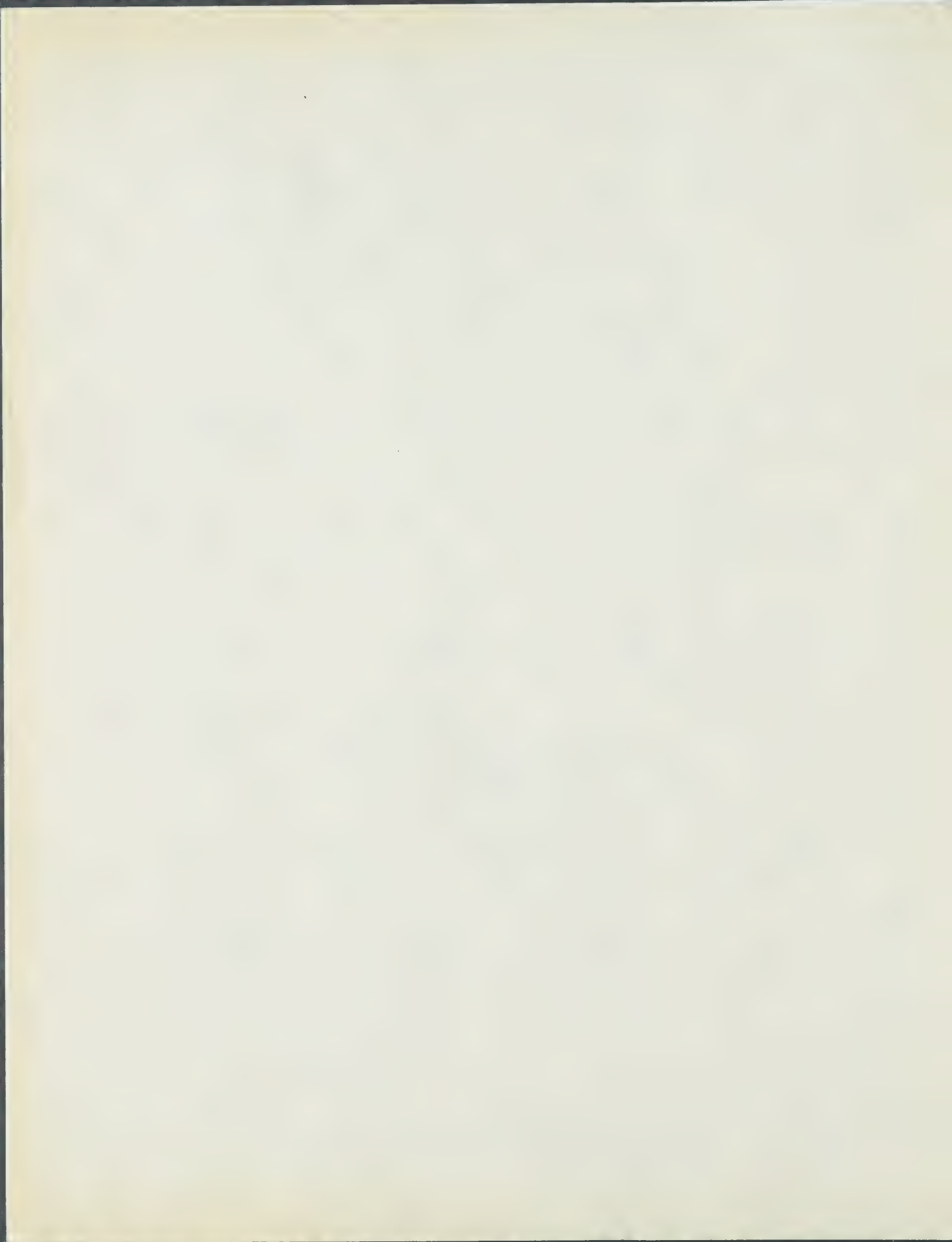
The second painting in the slides is the tempera "Farm Scale" done after the pencil drawing that you purchased in May. The third tempera is called "The Guest". The last tempera (and a close-up of the same) is called "Labor's End". You may notice that all three of these temperas, at the time I photographed them, had areas which were not fully completed, but I'm sure that they are far enough along so as to capture the feeling and spirit of the finished piece. All three of these are nearly complete now. I'll be looking forward to hearing from you to get your response to the works.

You may be interested to know that the tempera, a portrait of Russell Meekings which you have seen, is to be exhibited for the month of October in the Biennial Alumni Exhibition at the Rhode Island School of Design. I also wanted you to know that I have another tempera begun, and another soon to be begun, and within the next month will have slides off to you of them as well.

I'm sorry that it didn't work out for me to see you in Boston last month when you were here. I hope next time it will work out.  
So, best regards to both you and Isabel till I hear from you.

Sincerely,







September 24, 1982

Mr. John Whalley  
c/o T. F. Hoffman  
269 Conant Road  
Weston, Massachusetts 02193

Dear John,

It was nice chatting with you and Linda today, and to know  
Linda and the baby are well.

Enclosed please find my check for \$1000 in payment for the  
tempera "Farm Scale".

When that is completed, please give it and the already paid for  
"Woodshed" to Dr. William Robinson at The Fogg.

I look forward to seeing you in Boston before long and then buying some  
more of your fine works.

Best regards,

Alfred Bader

AB:mmh

Enclosure



October 18, 1982

Mr. John Whalley  
c/o T. F. Hoffman  
269 Conant Road  
Weston, Massachusetts 02193

Dear John,

The enclosed will amuse you. David Armstrong paints very much as you do, but I like your work better.

Please let me know as soon as you know the date when you will be leaving Boston. If possible, I will try to come to Boston just before then to buy some more of your works.

Thank you for handing the two paintings to Bill Robinson. He likes them a lot.

Best regards,

Alfred Bader

AB:mmh

Enclosure





March 30, 1983

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John,

Thank you for the slides of your new work which looks very nice.

Could you please bring the two paintings I have already paid for, as well as this still life with tools and--if possible--the still life with Aldrich catalogs, with you to Philadelphia, with enough packing so that Isabel and I can take at least the two, and hopefully more, with us on the plane. The packing of the two paintings you left in Cambridge was superb.

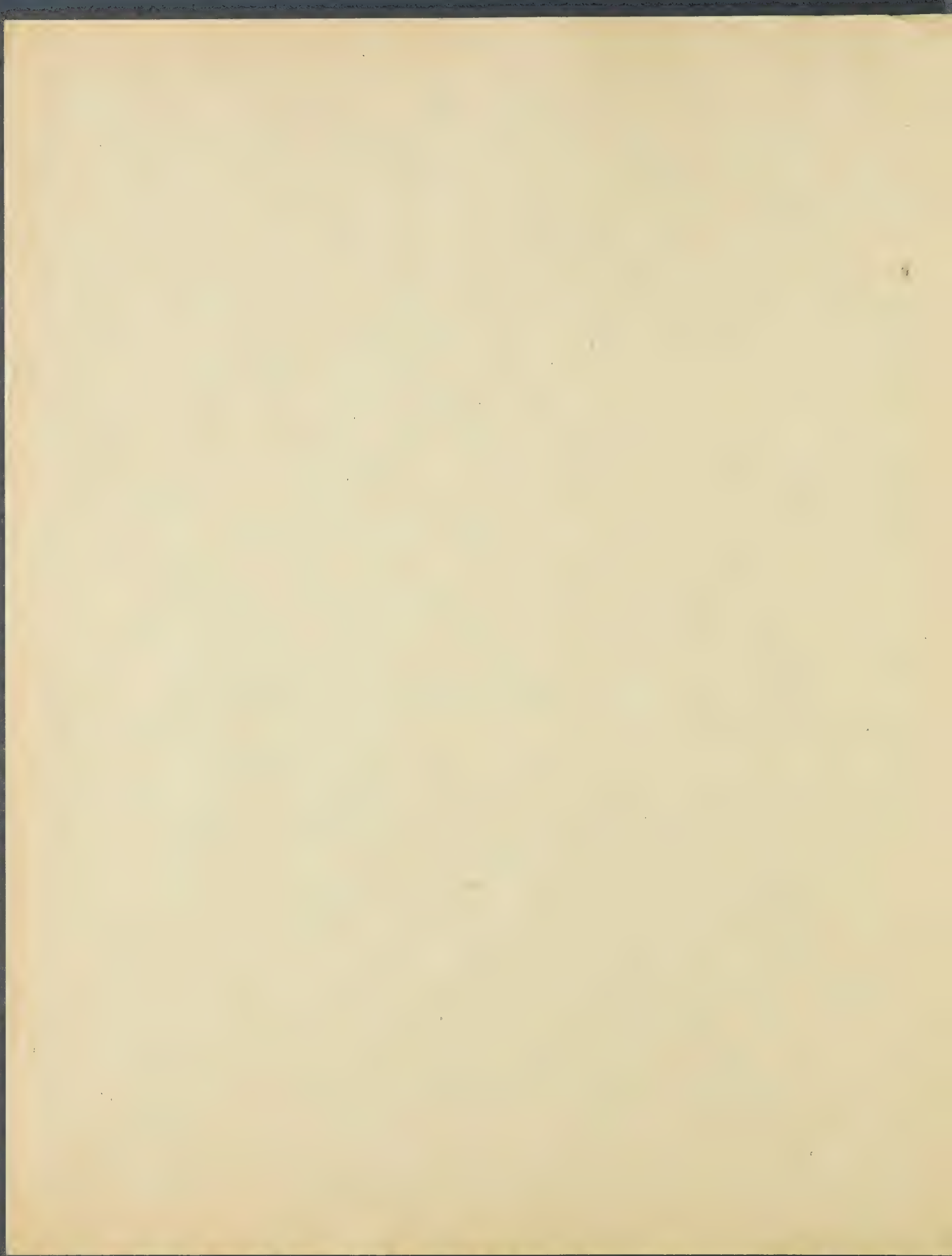
Our son David has a small apartment at 6901 Old York Road, Apt. A410, telephone 224-3241, and Isabel and I plan to stay there Friday and Saturday nights. I am giving a seminar at Temple on Friday afternoon, and we should arrive at David's apartment between five and six. Could you plan to spend Friday evening with all of us, and joining us in a simple supper. If you could come to David's apartment between 5:30 and 6:30 that would surely then give us enough time for supper and talk.

Most of Saturday is exceedingly busy.

We much look forward to seeing the three of you.

Fond regards,

Alfred Bader  
AB:mmh  
cc: Mr. David Bader





May 18, 1983

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John,

I hope that you will like the enclosed as much as I do.

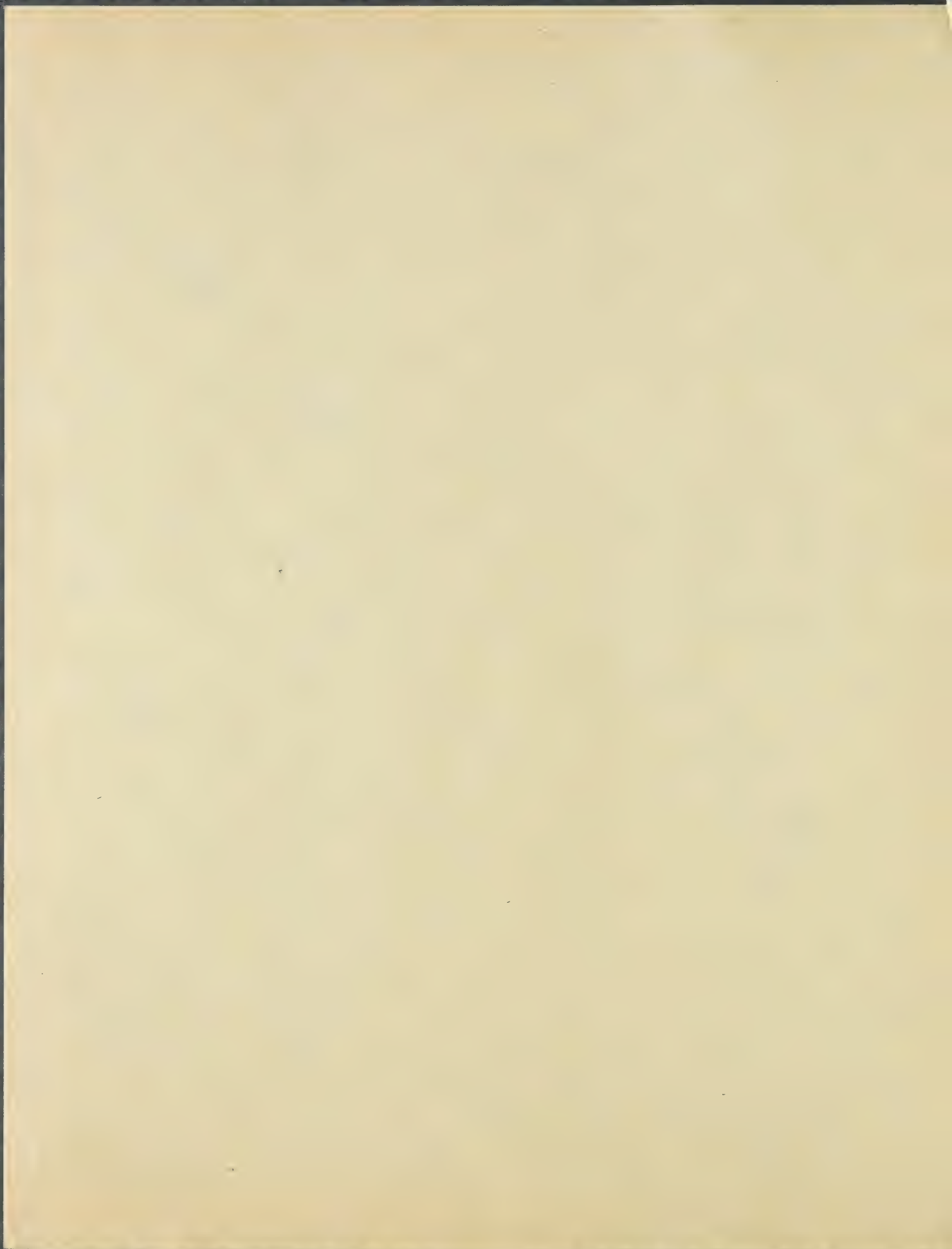
Please do send me slides of your new work. I particularly look forward to the first paintings of Linda and Matthew.

Best regards,

Alfred Bader

AB:mmh

Enclosure



JOHN WHALLEY  
ARTIST

John Whalley - Artist  
P.O. Box 71  
Harrison Valley, PA 16927  
Telephone:(814) 334-5436

July 19, 1983

Dear Alfred,

Greetings. Well, here are a couple of suggestions for the new title of the 'Farm Scale' painting; the first being my favorite, with the others following:

1. Autumn Harvest
2. Fruits of the Earth
3. Harvest Plenty

As you see I am enclosing a "complimentary copy" of a print I had made of my drawing, "Above the Harbor". I recently had an edition of 1,000 prints made at a fineprinter's in Rochester. After I spoke with you today on the phone and heard of your plans to have a large number of color prints made of the 'Farm Scale' tempera, an idea came to me.

When I had the prints made of this pencil drawing I discovered that once the press is set up and rolling, the cost of having an additional number of prints made is a fraction of the initial cost of the original job, the main cost then being just for paper and press time. As with the drawing of the bell, I as the artist would love to have a substantial quantity of prints of the 'Farm Scale' painting. Obviously I alone could not afford to have 4-color prints made of the piece, but I would like to propose to you the following idea.

Could I ask you to inquire for me of the printer how much an additional number of prints (beyond your planned edition) would cost...say 200 copies, 500 copies, 1,000 copies? If it proved affordable, I would appreciate being able to pay you this additional cost so that I could have a number of these beautiful prints for myself. Do you think this would be possible? Of course I would be willing to pay shipping and handling costs as well.

I hope very much that this idea might work out. If the prints are as good a quality as the cover print of the small catalogue you sent me, it should be a beautiful edition!

Looking forward to hearing from you.

Sincerely,







July 27, 1983

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John,

Thank you for your letter of July 19 and for the fine print.

Perhaps The Farm Scale is the best name after all. A couple hundred years from now I can see an art historian writing a paper on the relation of your drawing to the painting!

There will be no problem with your getting copies of the print of The Farm Scale.

Sometime this year, Isabel and I should get to Rochester and then to visit you, but we would prefer to wait until the first tempera of Mother and Child is completed. Is there any chance that you might come to Milwaukee?

Best regards from house to house,

Alfred Bader

AB:mmh







Father in heaven, you sent your  
Son to be born in a shed, lit by  
a star that only the wise men  
could see, sung by angels that  
only the shepherds could hear. Help us to  
prepare for His coming with humility of  
spirit and simplicity of heart, that we may  
eagerly welcome Him into our lives.

Christmas  
Liturgy

# Christmas Blessings

We trust you'll enjoy the holidays and that all your travels go well. We'll be staying here for Christmas and having a big celebration with the kids at the home. So we'll have a huge "family" this year. I know Matthew will be excited and appreciate more this year. He continues to love life so much and we pray he never loses that zeal.

All our love,  
John, Linda  
and Matthew

Dear Isabel and Alfred,

Just a quick note to say thanks for coming to visit us and the dinner meal and of course your encouragement to John in his paintings. We enjoyed meeting the Bishops and hope you had a safe and enjoyable trip home.

We also wanted to write to find out the exact dates of the show at Purdue. As we're making our plans for our vacation in Sept. to New England, we wanted to avoid the dates of the show. If it can work out, we thought it would be nice to get out there. We are checking into airfares and some extra days off at the home. Since any reservations have to be made 2 weeks in advance, we need to know as soon as possible.

Hope to hear from you soon.  
Thanks again.

God bless you -  
John, Linda  
and Matthew





TELEX / FAX MEMO

TO:

FROM:

COUNTRY:

DATE:

Temper 3000 2100

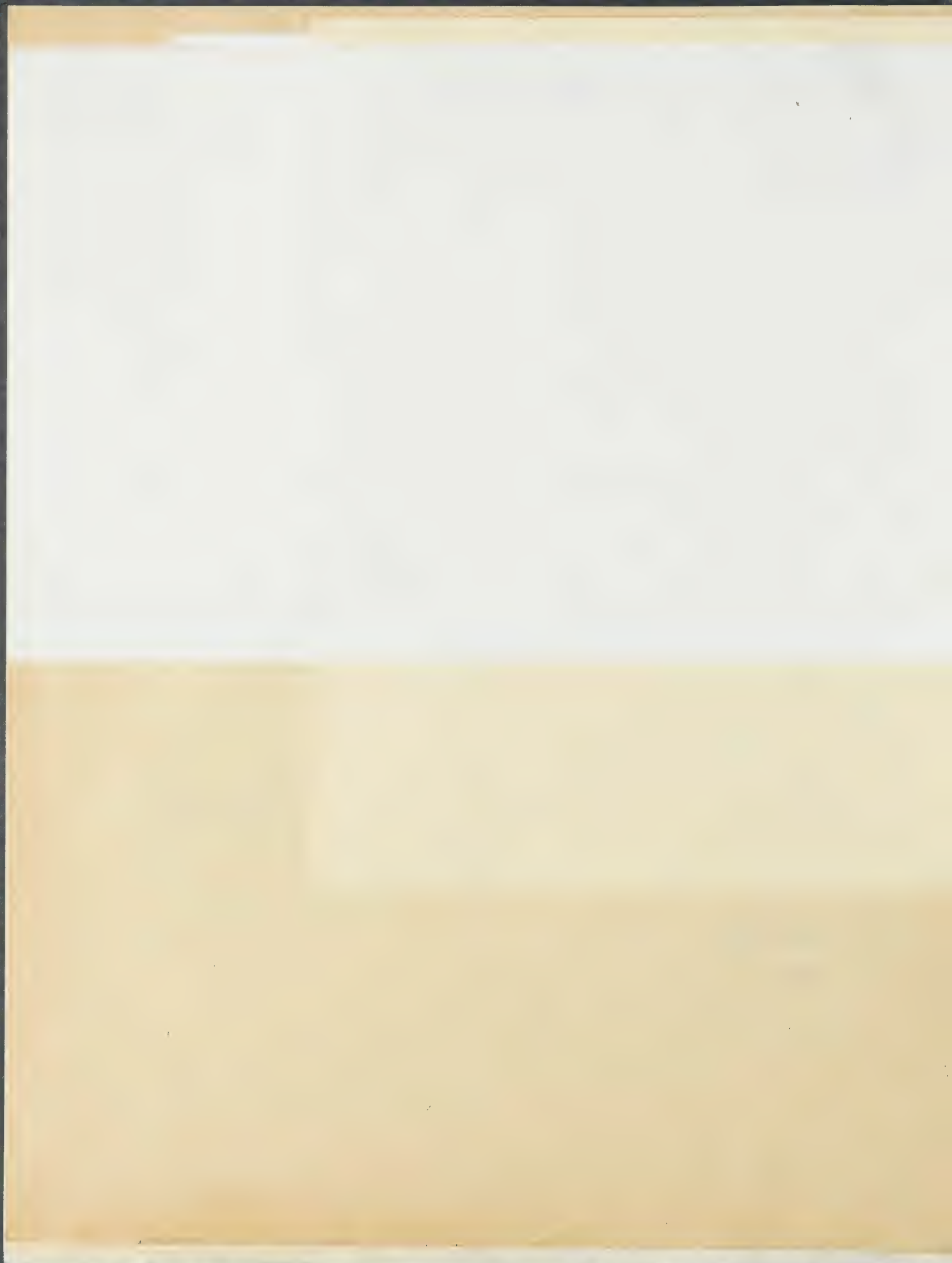
WCS

W.C.

Drawing 1000 700

21

July 1 86





**FOLEY & LARDNER**

777 EAST WISCONSIN AVE.  
MILWAUKEE, WIS. 53202

TEL. 414-271-2400

Date 1/8/86

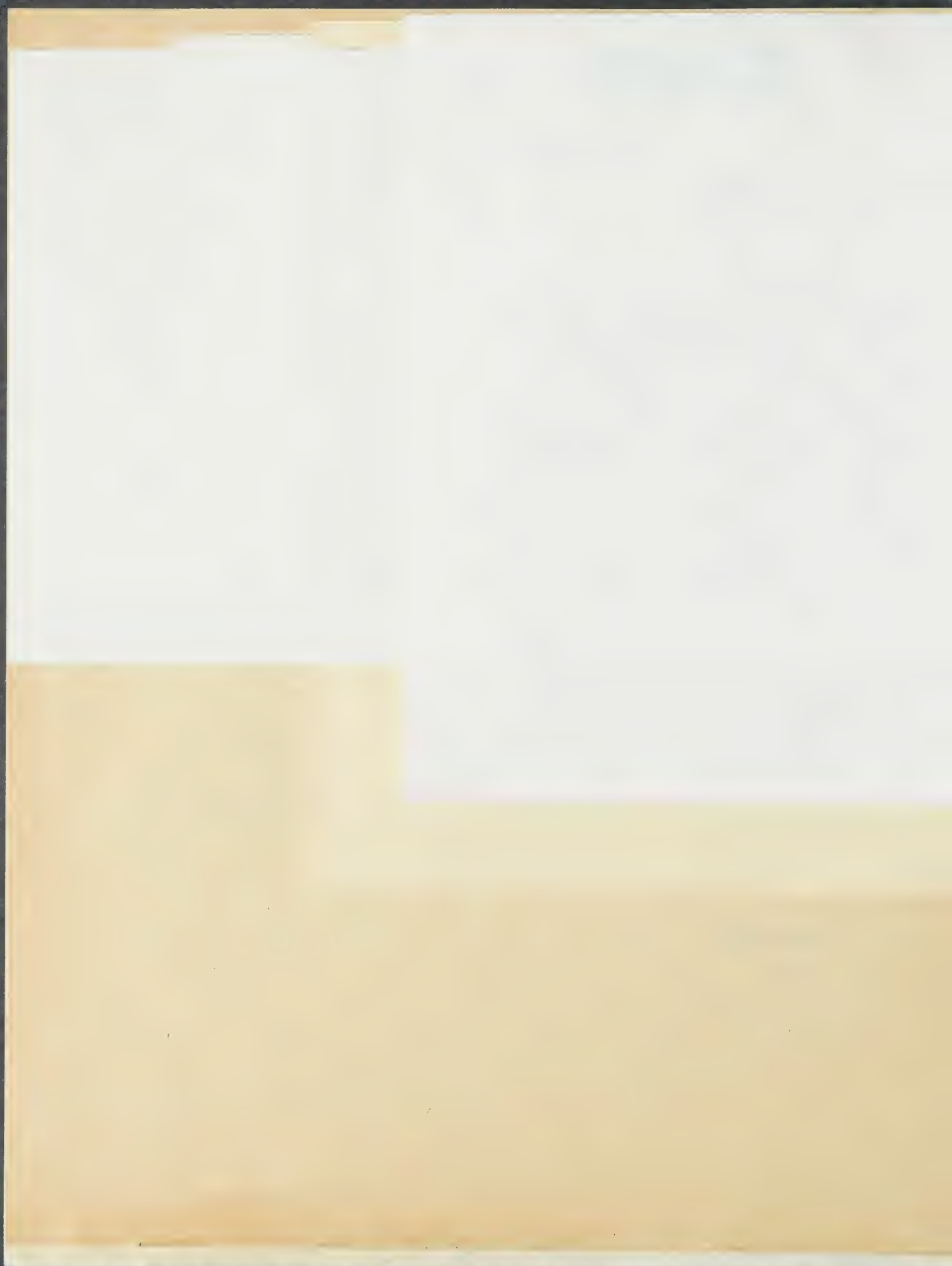
From: MARVIN E. KLITSNER

To: Alfred R. Bader

Dear Alfred,

Enclosed is a draft of an agreement with John Whalley. You will note that I picked up in paragraph 6 Isabel's thought that we might wish to cover the matter of commissioned works. You may or may not wish to include that. You will also note that I inserted a dealer's discount. I recognize that Whalley will undoubtedly raise the maximum price sufficiently so that it comes out the same as if we didn't have such a discount. However, the idea is that there should be a difference between the price at which the dealer is offered any given work of art and that offered at retail to a third party, especially under these circumstances.

You will also note that upon termination, I leave the time within which any overpayment can be made up completely open. On the other hand, I make it clear that if you didn't find anything else worth buying or



if he never painted again, he would not owe any money. I would think that should be acceptable.

Whalley might regard the seven additional optional one-year terms as committing himself for too long a period. If so, that could be negotiated. The important thing is that the option for continuing be on your part but not on his. If you are successful in promoting him, the real reward for doing so could be in the later period. With a \$200 per month increment per year, if the agreement continues for the full ten years, Whalley would be guaranteed \$45,600 at a minimum in the 10th year and probably would earn much more if he is productive. Of course, the use of a specific dollar increment per year, as distinct from a percentage increment, means that while we start out with a 10% increase, the percentage falls as the years continue. A percentage increment compounds and could reach unreasonable levels, particularly if inflation should stay at the present modest levels. On the other hand, this seems fair inasmuch as we are starting out with an escalation much greater than the present rate of inflation. If a percentage is used, perhaps it should be somewhere between the present rate and 10%.





-3-

After you have reviewed this draft, we can talk about revising it for presentation to Whalley.

Best regards.

Enclosure





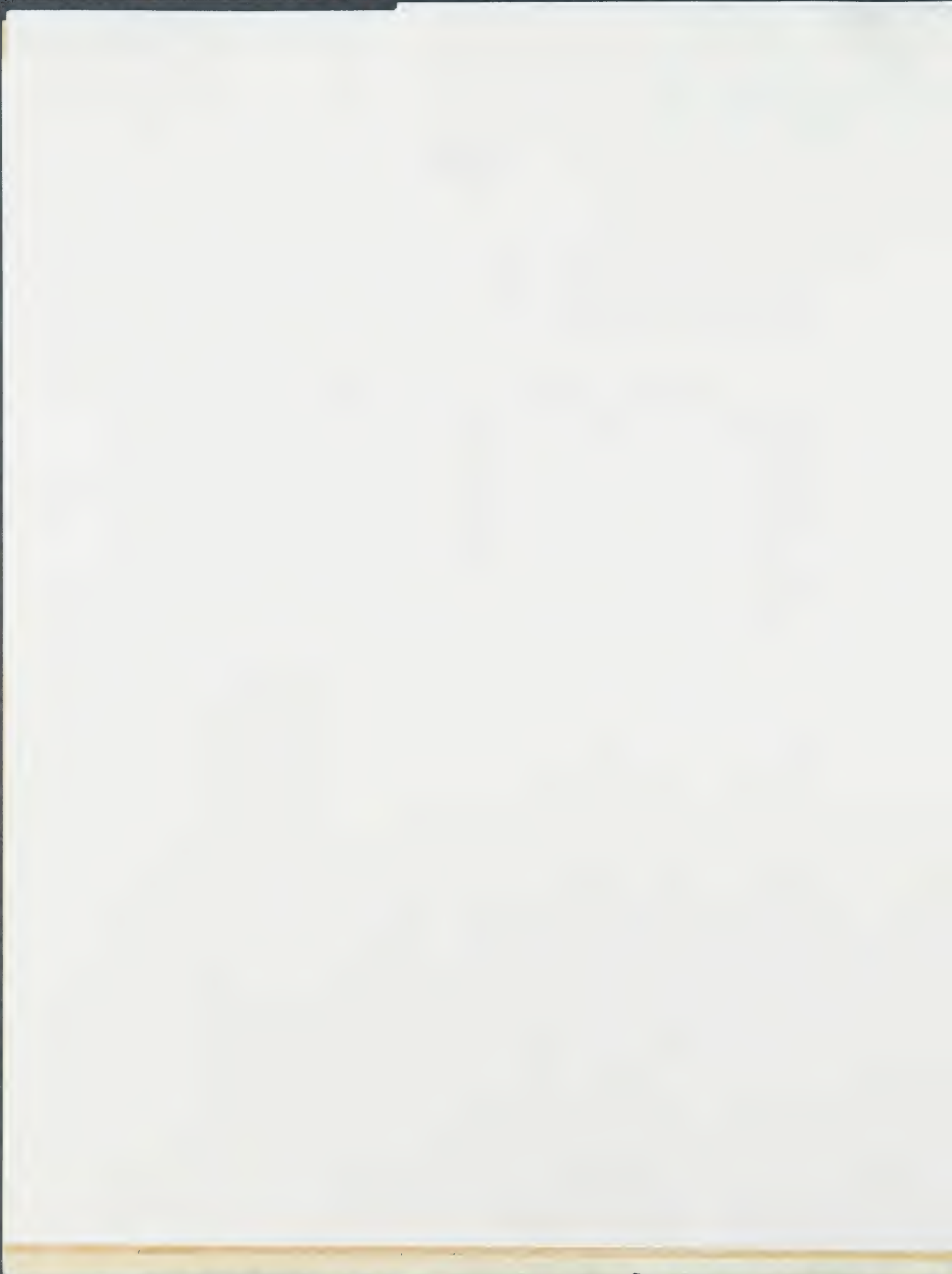
AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art. In order to do so, he has requested this Agreement, under which Bader will provide a minimum regular income for him, purchase for retention or resale a substantial number of the works of art produced by him, and continue to promote Whalley's reputation as an artist.

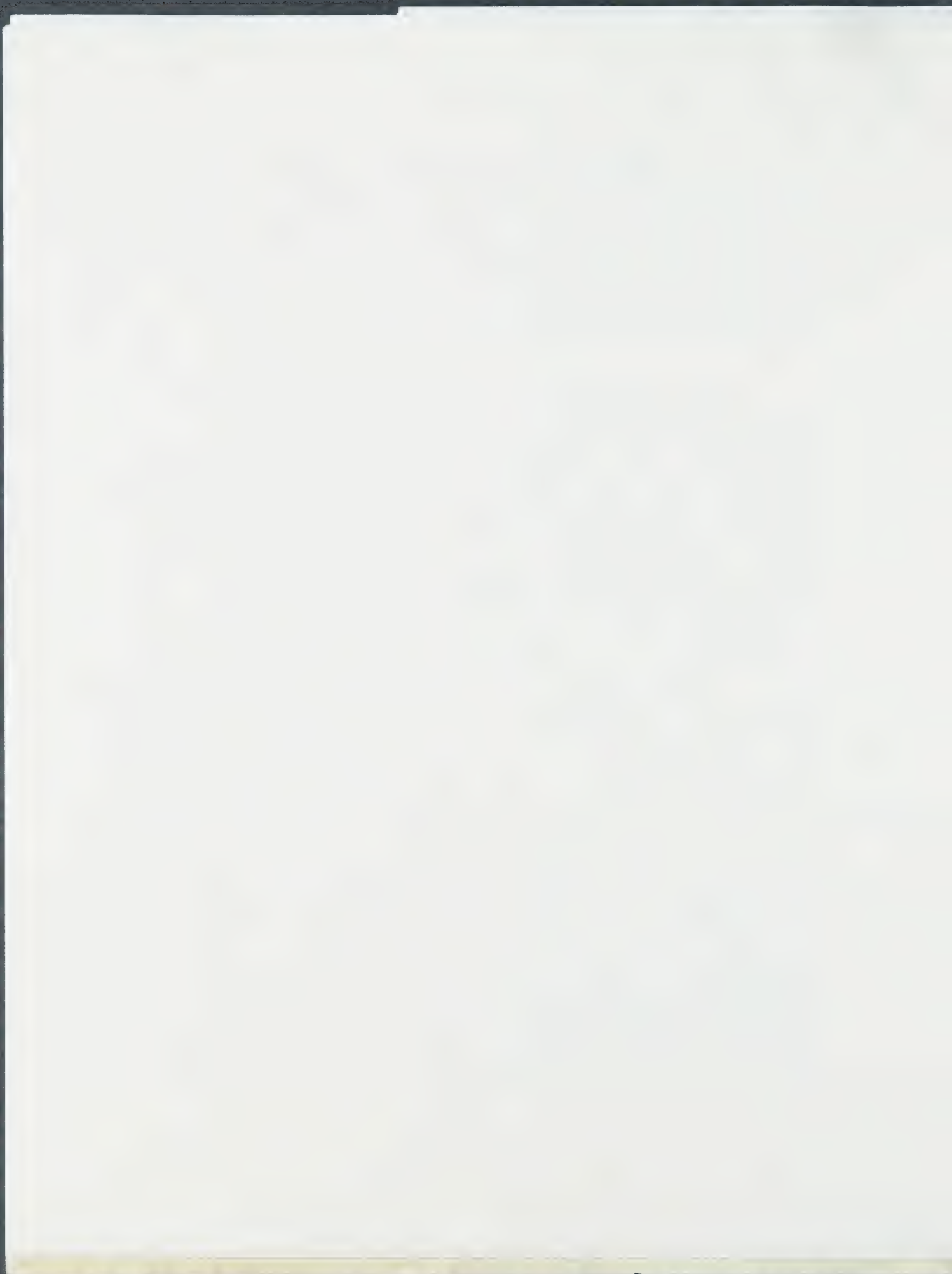
Now, therefore, for the period or periods of this Agreement as hereinafter set forth, in consideration of the mutual agreements herein stated, it is agreed as follows:

1. Whalley will devote all of his income-producing time to producing works of art and Bader will pay to Whalley a retainer of \$ 2,000.00 per month, subject to the annual increases hereinafter specified. Such retainer payment shall be applied against the purchase of Whalley's works of art by Bader, pursuant to the terms of this Agreement.



2. Bader will promote Whalley's works of art and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to shows or exhibitions, publications and/or the sale of some of the works of art purchased hereunder.

3. Bader shall be the exclusive dealer for the sale of Whalley's works of art, except that as stated in paragraph 5, below, Whalley may sell at retail to individual customers works which Bader does not elect to purchase provided they are sold at prices no lower than those quoted to Bader prior to application of the dealer's discount. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley at a dealer's discount of \_\_\_\_\_ percent below prices to be quoted by Whalley, provided, however, that such quoted prices shall not exceed \$ \_\_\_\_\_ per oil painting, \$ \_\_\_\_\_ per pencil drawing or \$ \_\_\_\_\_ per tempera (subject to annual increases hereinafter provided). If Whalley produces works of art in any other media, the parties will agree upon an appropriate maximum price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall



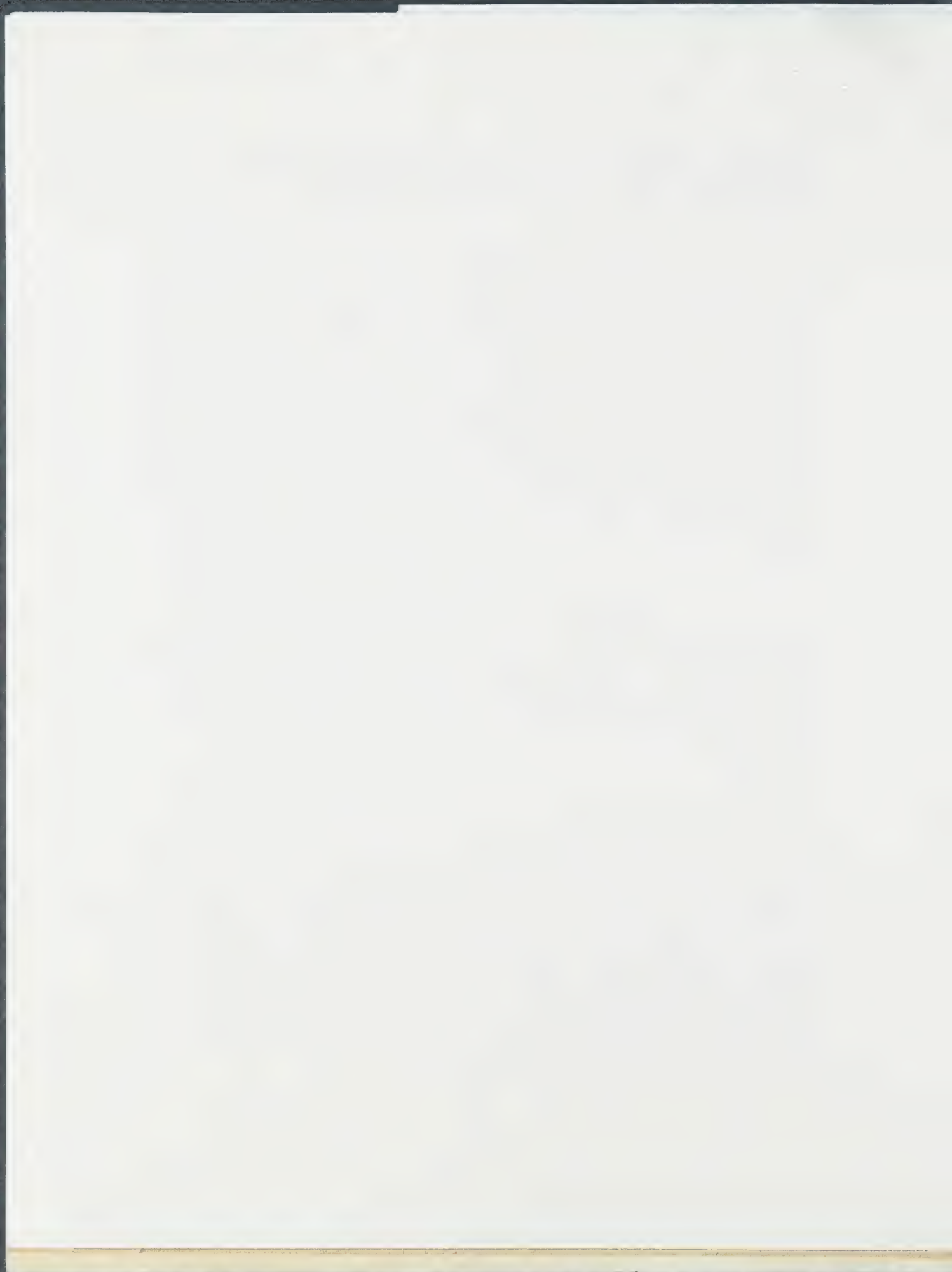


establish. Resale price for any of the works purchased by Bader shall be in Bader's sole discretion.

4. Whalley will offer to Bader each work of art completed by him by submitting a photograph within \_\_\_\_\_ days after completion, priced as indicated in the next preceding paragraph and Bader shall have \_\_\_\_\_ days thereafter (during which period he may, if desired by him, have an opportunity to inspect the actual work of art) within which to elect to purchase each such work at the price quoted, less the dealer discount.

5. Whalley will not offer to any third party any work which Bader does not elect to purchase at any price less than that quoted to Bader, without first re-offering the same to Bader at such lower price, minus the dealer discount.

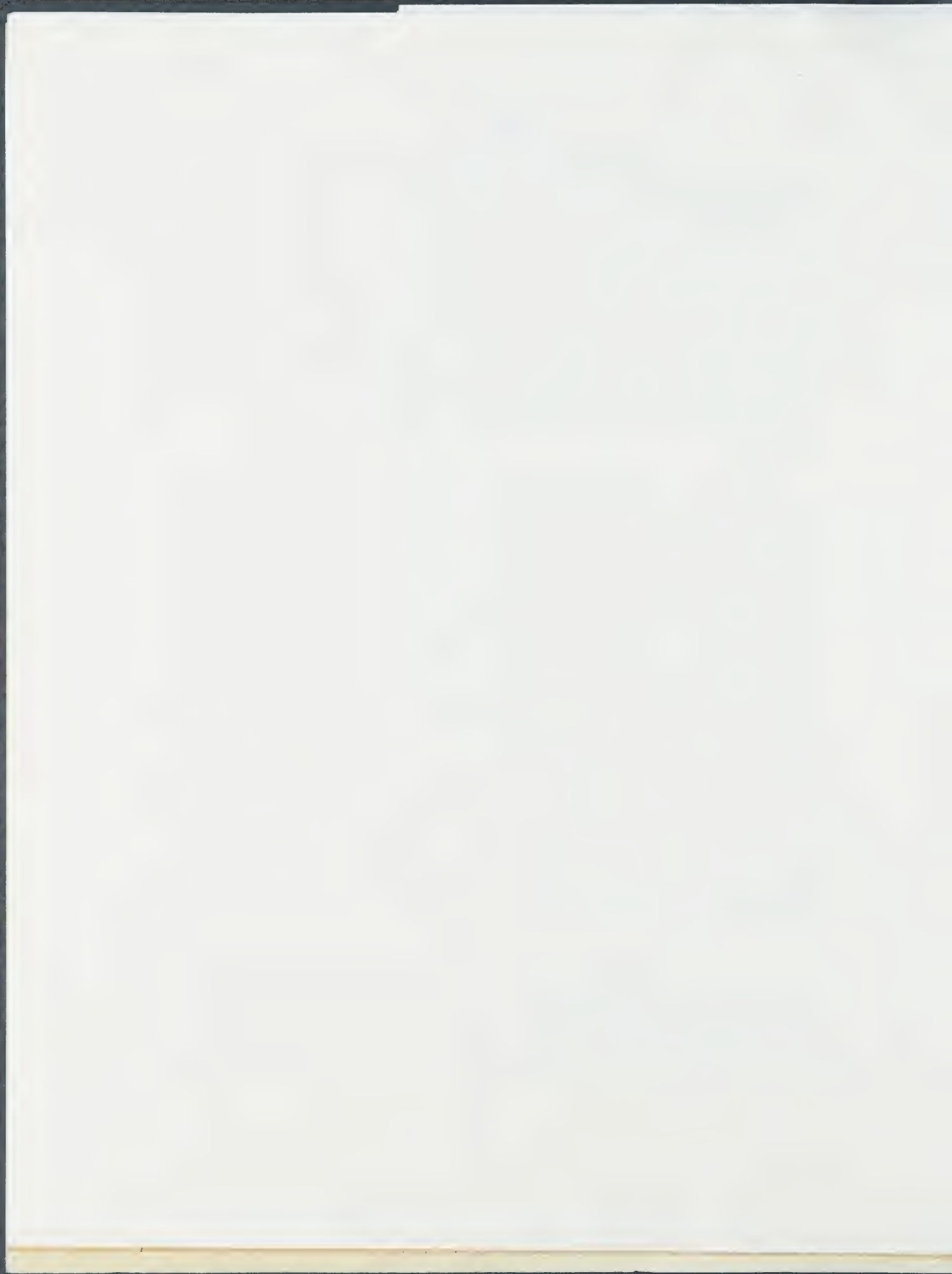
6. Whalley will refer to Bader as his exclusive dealer any inquiries from potential purchasers of his works. Prices quoted to Bader for any specially ordered or commissioned work (if higher than the maximum provided in paragraph 3) shall be determined by agreement between Bader and Whalley, with Bader to have the right to purchase same at such agreed price, less the dealer discount.



7. Within ~~ninety~~ (90) days after the end of each twelve-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices of all works purchased from Whalley by Bader from the date of this contract to the end of said twelve-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley from the date of this Agreement to the end of said twelve-month period.

8. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader exceeds the total due Whalley for purchases made by Bader through the period of this Agreement, Bader may elect to purchase, and apply such difference toward payment for, either works previously offered but not selected by Bader which are still in the possession of Whalley or works thereafter produced by him, on the same basis as stated above, until all purchases shall equal total payments made. However, neither Whalley nor his heirs shall, under any circumstances, be obliged to refund any money to Bader.

9. The amount of the retainer payments shall be increased by \$200.00 per month for each twelve-month period after the first for which this Agreement shall continue.





The maximum prices for the various types of works of art provided for herein shall also be increased for each twelve-month period after the first as follows:

	Oil Paintings	Pencil Drawings	Tempera
Increase per 12-month period \$	_____	\$ _____	\$ _____

10. This Agreement shall continue for an initial term of three (3) years from the date hereof and will continue from year to year thereafter, for up to an additional seven (7) one-year terms, unless Bader shall give written notice at least ninety (90) days prior to the expiration of any term that the agreement shall expire at the end of that term.



**FOLEY & LARDNER**  
777 EAST WISCONSIN AVE.  
MILWAUKEE, WIS. 53202

TEL. 414-271-2400

Date 1/29/86

From: MARVIN E. KLITSNER

To: Alfred R. Bader

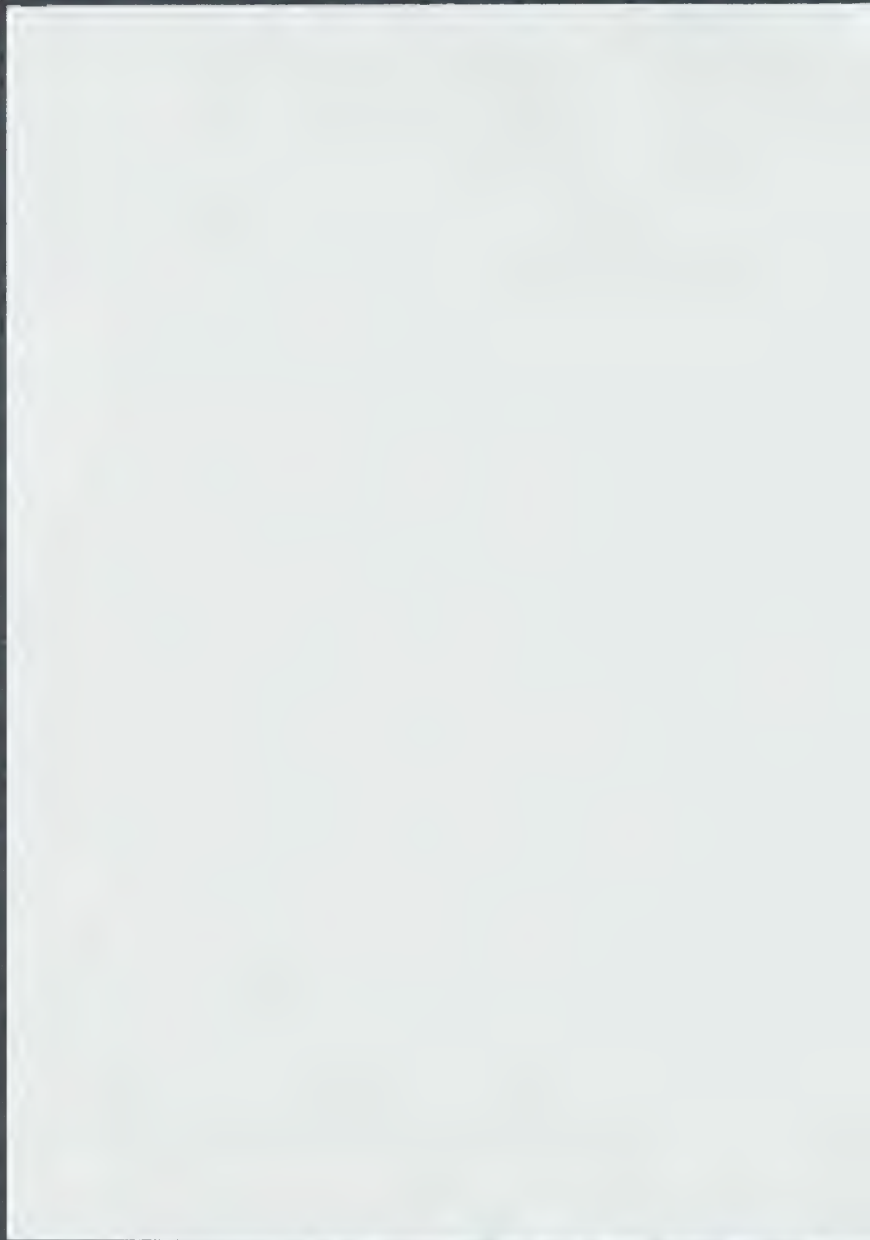
Dear Alfred:

Enclosed please find two copies of the  
Whalley agreement, along with copies of pages  
5-8 indicating changes which were made since  
the previous draft.

Best regards.

Enclosures

05 - 6

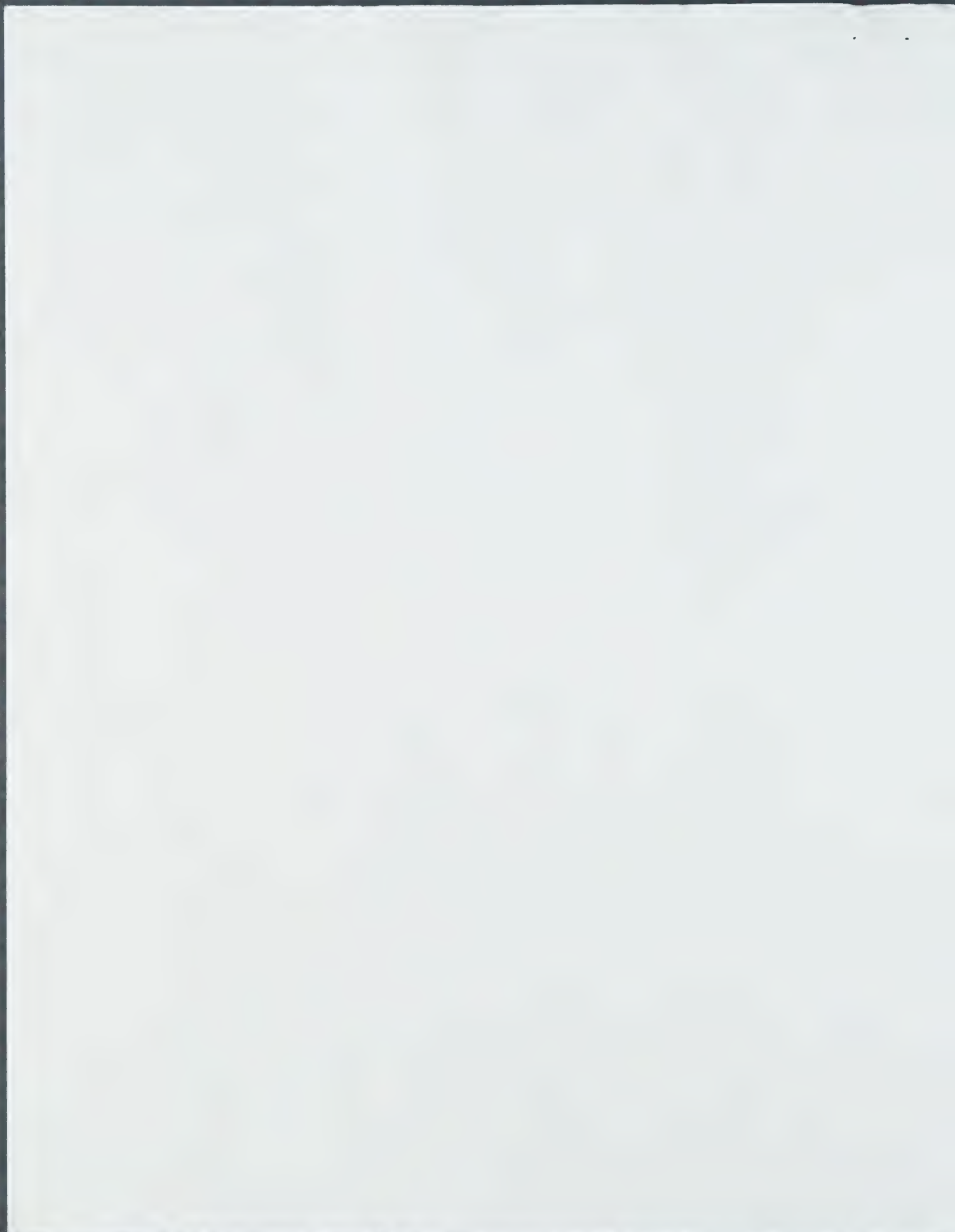




red-lined = changes

by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

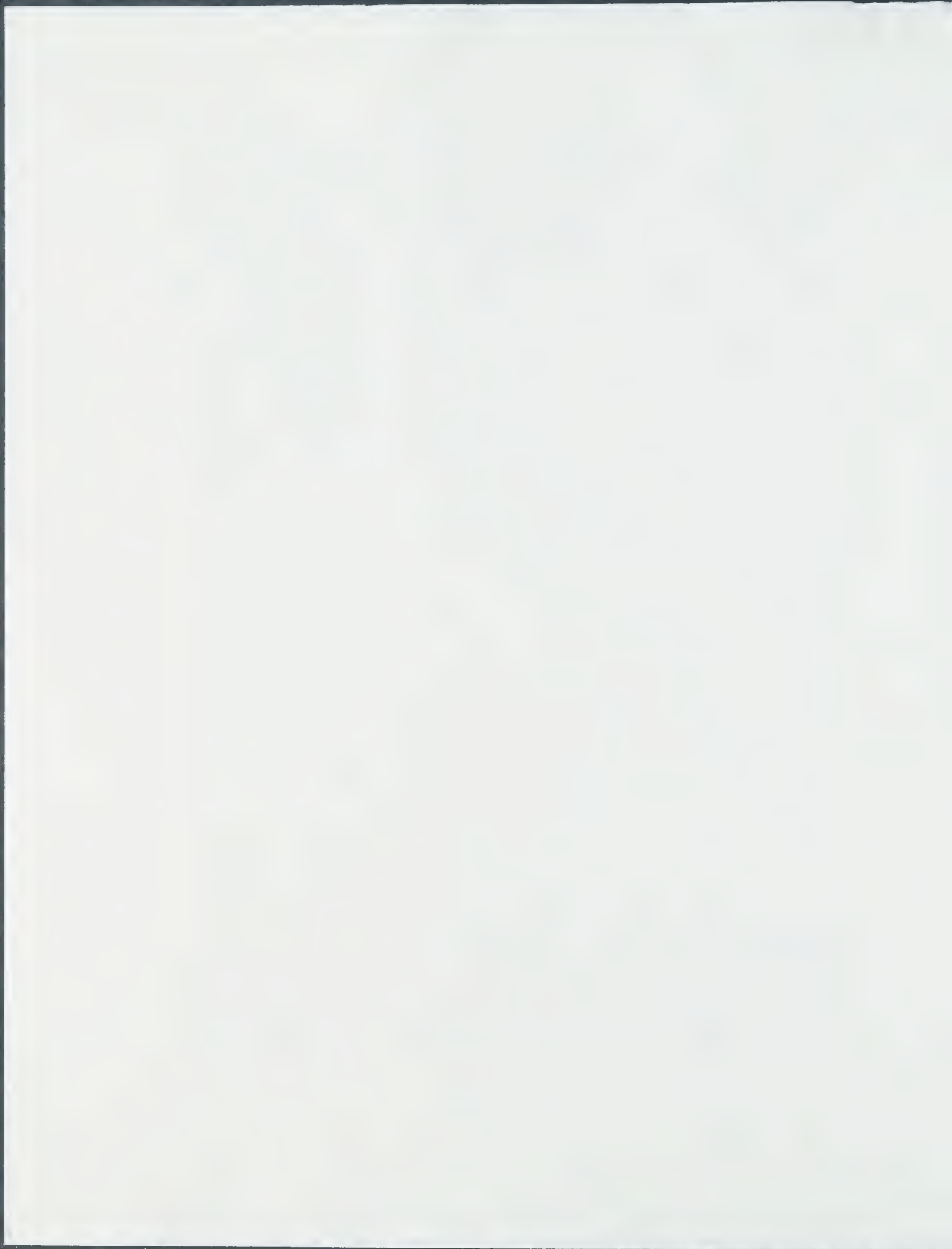
5. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each item of Artwork created by him prior to the commencement of this Agreement and still owned by him and each such work completed by him during the term or terms of this Agreement, and shall continue to offer such Artworks and any created after the last term of this Agreement on the same terms until all the purchase prices of Artworks purchased by Bader shall equal the total of all sums paid to Whalley by Bader including all retainer payments. Such offers shall be made by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such Artwork to any third party until Bader shall have had ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's right to purchase any such Artwork shall continue so long as Whalley continues to own such Artwork, subject only to Whalley's right, without further notice to Bader, to sell at the previously quoted retail price, or more, in accordance with paragraph 6, below, any Artwork which Bader does not elect to purchase within said ninety (90) day period.



6. Whalley may sell at retail any Artwork which shall have been offered to Bader but which Bader shall not have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 5, above, provided, however that Whalley will not sell or offer any such Artwork at any price less than the retail price quoted to Bader under said paragraph 5, without first re-offering the same to Bader at such lower retail price minus the dealer discount.

7. Except as otherwise permitted under paragraph 6, above, Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his Artworks, including inquiries for any specially ordered or commissioned work. If Whalley elects to do any such specially ordered or commissioned work, the retail price for same may be determined by agreement between the purchaser and Whalley, the work shall be sold and invoiced by Bader to said purchaser at said retail price and Whalley shall be credited with seventy percent (70%) of the amount actually received therefor by Bader and accounted for at the next annual accounting after payment by the purchaser to Bader.

8. Within thirty (30) days after the end of each 12-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices at wholesale of all Artworks purchased from Whalley by Bader from the date of this contract to the end of said

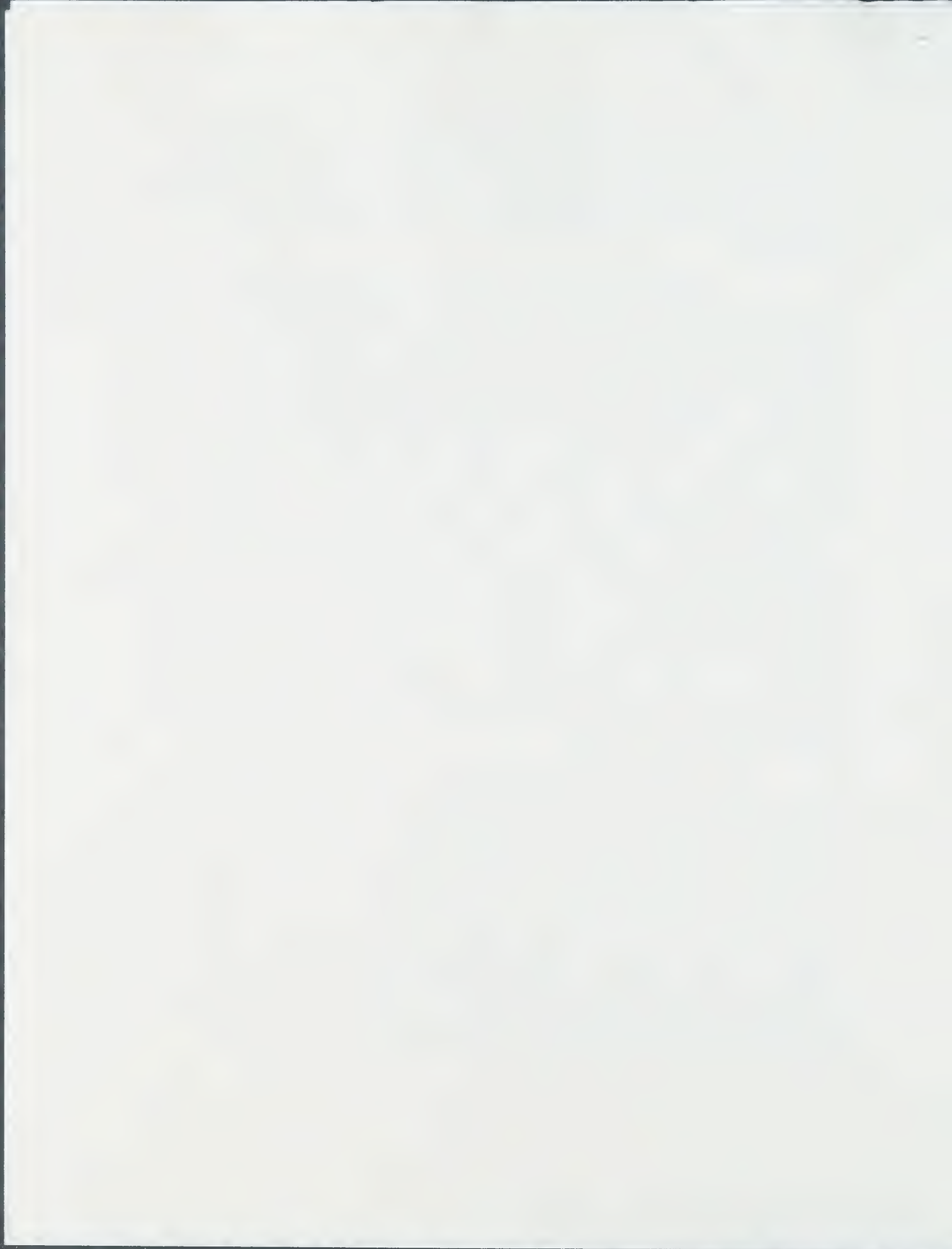




12-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

9. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader exceeds the total due Whalley for purchases made by Bader through the period of this Agreement, Bader shall have a right of first refusal on all Artworks created by and still owned by Whalley on the basis previously offered and on all subsequent Artworks created by Whalley at the same price as would have been available had the Agreement continued, until such excess shall have been fully utilized as a credit against those Artworks he elects to purchase. In consideration for compliance with the foregoing, Whalley shall not be obligated to refund any money to Bader.

10. If, while this Agreement remains in force Whalley dies or becomes disabled from continuing to create Artworks in substantially the same manner and extent as at the time of the execution of this Agreement, Bader's obligation to make retainer payments shall terminate and, to the extent of any excess of payments theretofore made by Bader to Whalley over purchases made during the duration of this Agreement, Bader shall have a first right to select and



purchase any of Whalley's Artworks then owned by Whalley, his heirs or estate on the same terms as set forth in paragraph 8 and apply said excess toward the purchase thereof. In consideration for compliance with the foregoing, Whalley's heirs or estate shall not be obligated to refund any money to Bader.

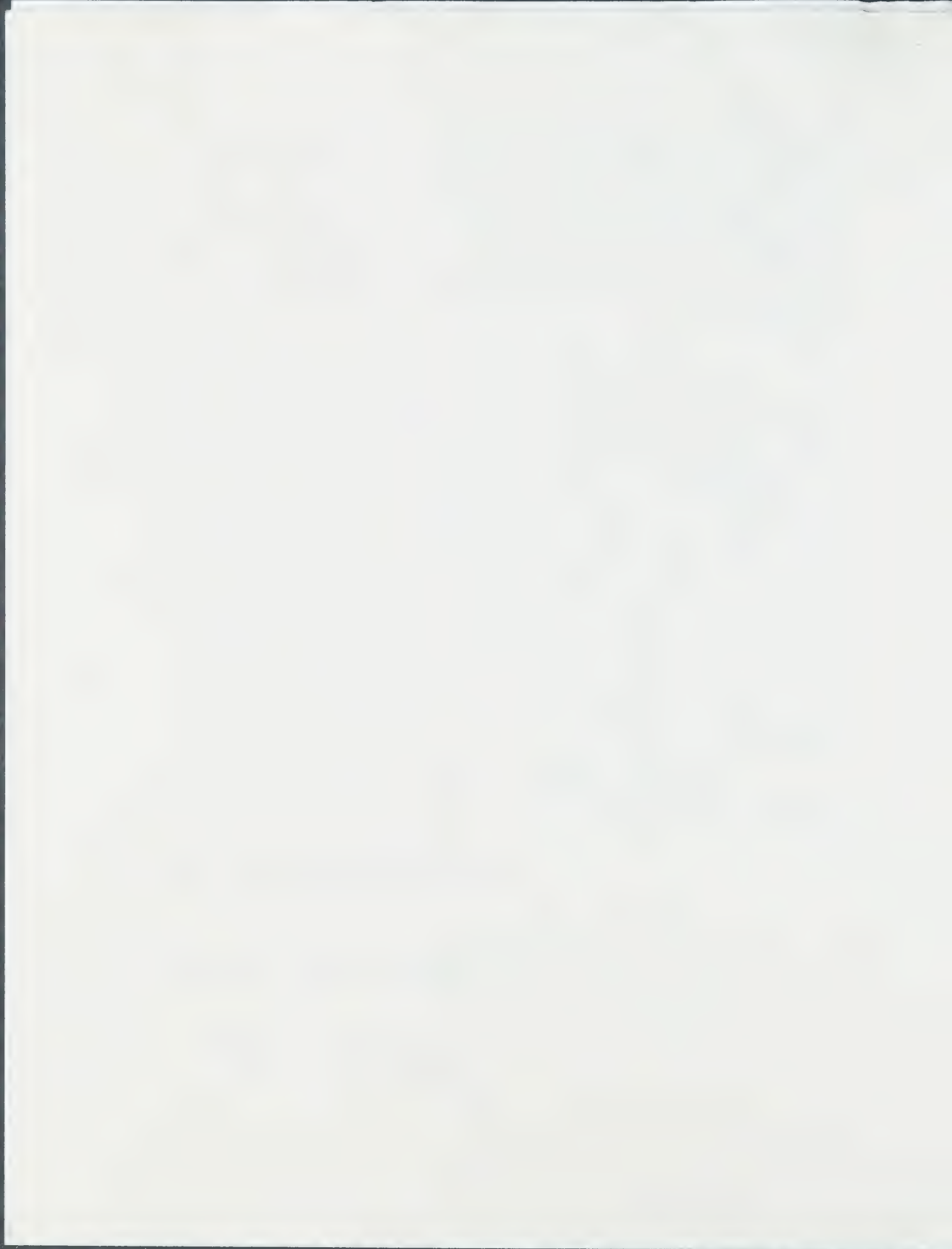
11. Whalley reserves all rights to the reproduction of the Artworks except as provided in paragraph 2, above. Bader may arrange to have the Artworks photographed and reproduced and to publicize and promote the Artworks through means referred to in paragraph 2, above, and any other means deemed appropriate by Bader. In each instance of such use, Whalley shall be acknowledged as the creator and copyright owner of the Artwork. Bader shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the artist."

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

B. & K. ENTERPRISES, INC.  
Alfred R. Bader Fine Arts Division

By \_\_\_\_\_  
Alfred R. Bader, President

\_\_\_\_\_  
John Whalley





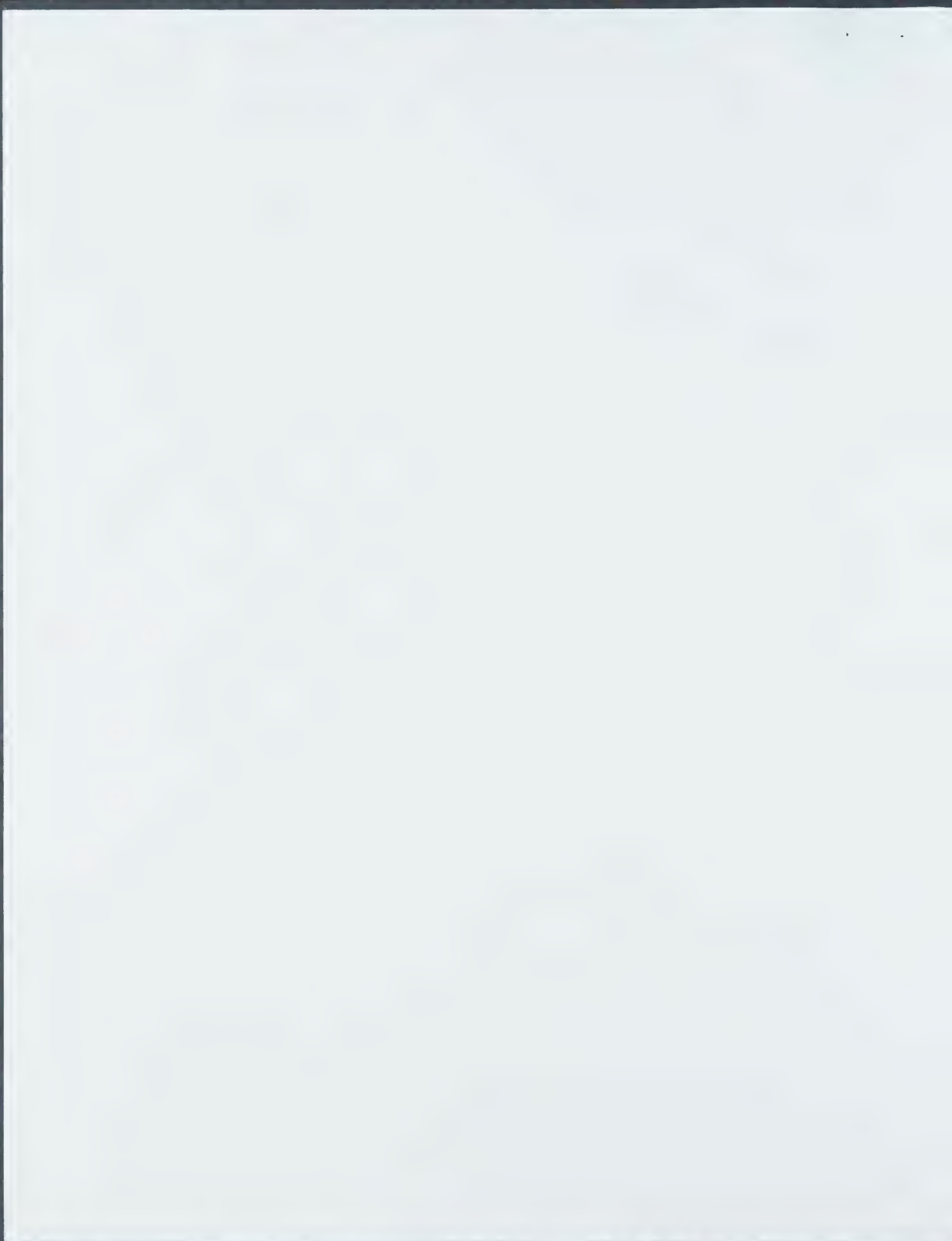
## AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art (Artworks). In order to do so, he is entering into this Agreement for an initial three (3) year term commencing July 1, 1986 and such additional one-year terms as may follow in accordance with paragraph 2, below, under which Bader will act as Whalley's exclusive sponsor, agent and dealer, provide a minimum regular income for Whalley, purchase for retention or resale such of the Artworks produced by Whalley as Bader may select, and continue to promote Whalley's reputation as an artist.

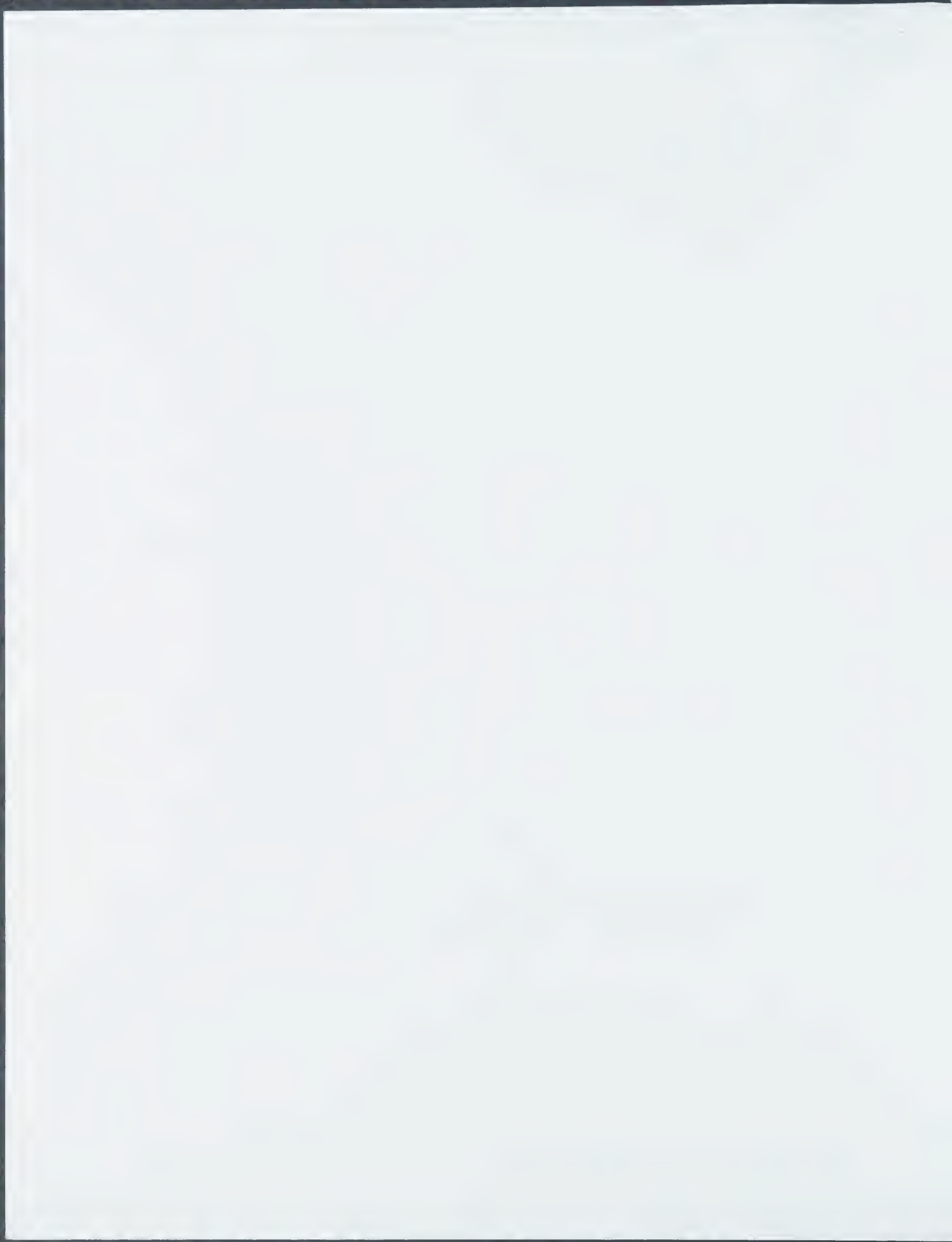
Now, therefore, for the period or periods of this Agreement as herein set forth, in consideration of the mutual agreements herein stated, it is agreed as follows:

1. Whalley will devote all of his income-producing time to producing Artworks and Bader will pay to Whalley a retainer of Two Thousand Dollars (\$2,000) per month for the initial 12-month period of this Agreement, said retainer to be increased by Two Hundred Dollars (\$200) per month for each 12-month period thereafter for which this Agreement continues (e.g., it will become \$2,200 per month for the 12-month period commencing July 1, 1987; \$2,400 per month



for the 12-month period commencing July 1, 1988, etc.)). Such retainer payment shall be applied against the purchase of Whalley's Artworks by Bader, pursuant to the terms of this Agreement.

2. Bader will promote Whalley's Artworks and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to arranging for shows or exhibitions, publications and/or the sale of some of the Artworks purchased hereunder. The number and timing of such promotional efforts shall be in Bader's sole discretion. Notwithstanding the provisions of paragraph 11, below, such promotional efforts may include Bader's reproducing and distributing reproductions of Artworks purchased by him, with or without charge, as he may determine and the making available by Bader to Aldrich Chemical Company, Inc. of any of the Artworks purchased by him hereunder for reproduction on Aldrich catalog covers and/or the further reproduction and distribution by Aldrich of any Artworks used for such catalog covers. Whalley recognizes that should any of his Artworks be accepted by Aldrich for such catalog covers, reproduction and/or distribution that would be of substantial additional value in promoting his

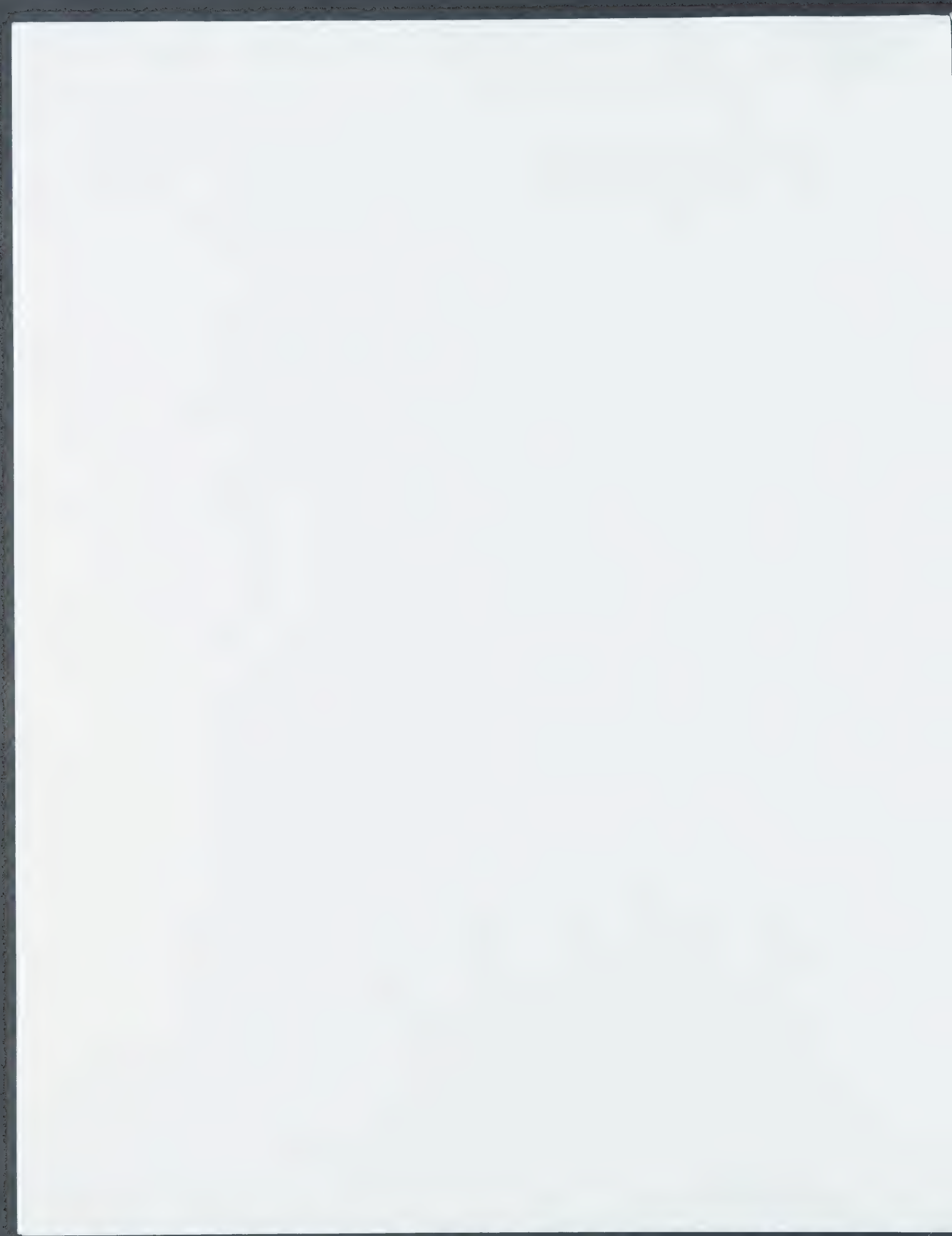




reputation as an artist and, accordingly, he hereby authorizes Bader to permit such Aldrich reproduction and distribution without any further express license or charge to Aldrich.

3. It is recognized by the parties that the major benefits of Bader's promotion, risk and investment in the sponsorship of Whalley will be likely to come, if at all, only after a significant period of time and, accordingly, to assure Bader of a reasonable opportunity to realize such benefits this Agreement shall continue from year to year after the initial three (3) year term for an additional five (5) one-year terms, unless Bader shall give written notice at least ninety (90) days prior to the expiration of the initial term or any term thereafter that the Agreement shall terminate at the end of that term, and, if no such notice of termination is given, the parties will, prior to the expiration of the last term, negotiate in good faith the terms and conditions of a further extension.

4. Bader shall be the exclusive sponsor, agent and dealer for Whalley and the sale of Whalley's works. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley and owned by him at the commencement of this Agreement and each work created by him during the period of this agreement at the



retail price quoted by Whalley minus a dealer's discount of thirty percent (30%). During the initial 12-month period such quoted retail prices shall not exceed \$3,000 per Egg Tempura Painting, \$2,200 per Oil Painting, \$1,800 per Watercolor/Drybrush Painting or \$1,200 per Drawing; for each subsequent 12-month period during which this Agreement continues, said maximum quoted retail price shall increase by \$300, \$200, \$200 and \$100, respectively (e.g., for the 12-month period commencing July 1, 1987 the quoted retail price per oil painting shall not exceed \$3,300 per Egg Tempura Painting, \$2,400 per Oil Painting, \$2,000 per Watercolor/Drybrush Painting, and \$1,300 per Drawing; for the 12-month period commencing July 1, 1988, the quoted retail price shall not exceed \$3,600 per Egg Tempura Painting, per \$2,600 per Oil Painting, \$2,200 per Watercolor and \$1,400 per Drawing, etc.) If Whalley produces Artworks in any other media, the parties will agree upon an appropriate maximum retail price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall establish. The retail prices quoted to Bader for any of the Artworks purchased





by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

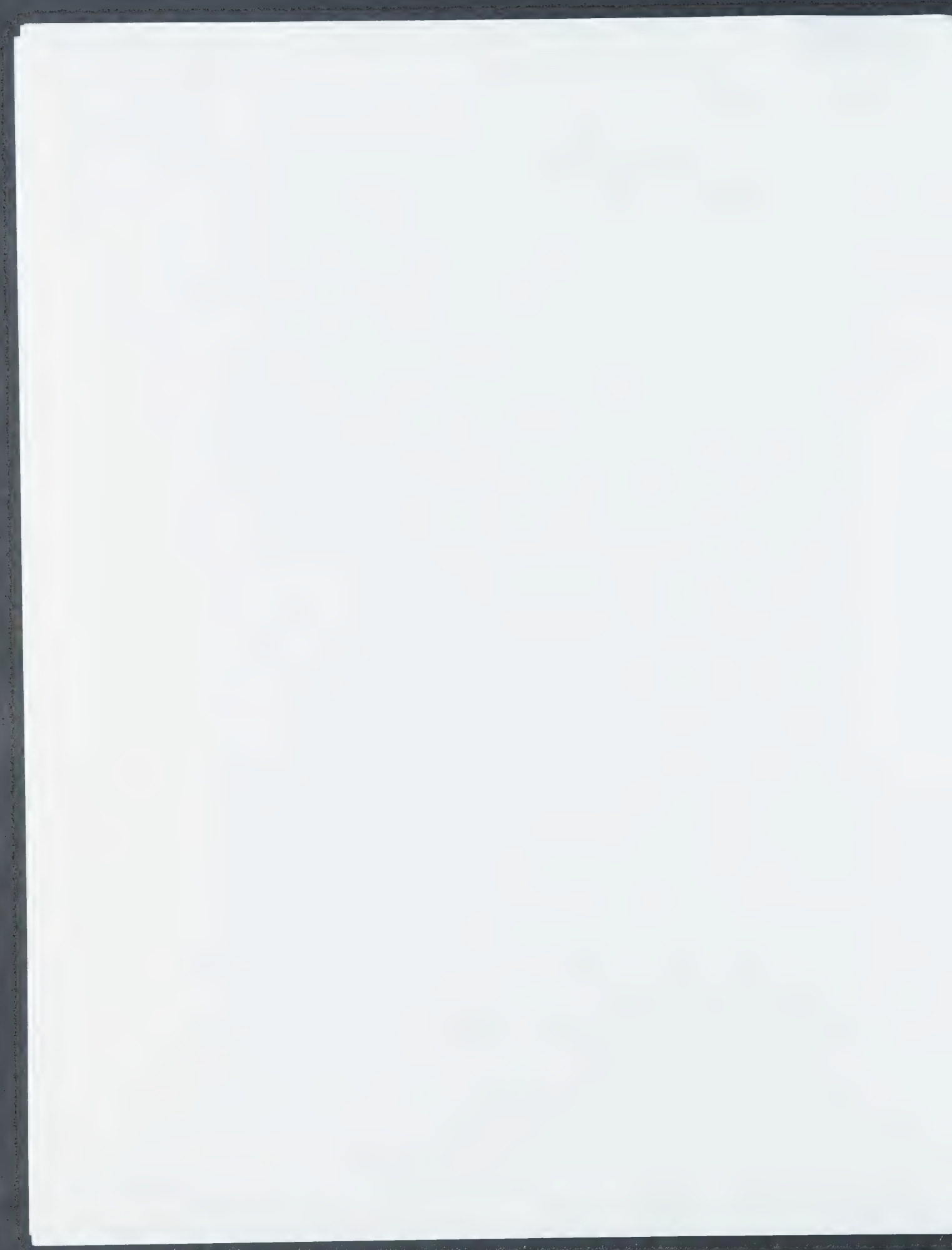
5. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each item of Artwork created by him prior to the commencement of this Agreement and still owned by him and each such work completed by him during the term or terms of this Agreement, and shall continue to offer such Artworks and any created after the last term of this Agreement on the same terms until all the purchase prices of Artworks purchased by Bader shall equal the total of all sums paid to Whalley by Bader including all retainer payments. Such offers shall be made by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such Artwork to any third party until Bader shall have had ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's right to purchase any such Artwork shall continue so long as Whalley continues to own such Artwork, subject only to Whalley's right, without further notice to Bader, to sell at the previously quoted retail price, or more, in accordance with paragraph 6, below, any Artwork which Bader does not elect to purchase within said ninety (90) day period.



6. Whalley may sell at retail any Artwork which shall have been offered to Bader but which Bader shall not have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 5, above, provided, however that Whalley will not sell or offer any such Artwork at any price less than the retail price quoted to Bader under said paragraph 5, without first re-offering the same to Bader at such lower retail price minus the dealer discount.

7. Except as otherwise permitted under paragraph 6, above, Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his Artworks, including inquiries for any specially ordered or commissioned work. If Whalley elects to do any such specially ordered or commissioned work, the retail price for same may be determined by agreement between the purchaser and Whalley, the work shall be sold and invoiced by Bader to said purchaser at said retail price and Whalley shall be credited with seventy percent (70%) of the amount actually received therefor by Bader and accounted for at the next annual accounting after payment by the purchaser to Bader.

8. Within thirty (30) days after the end of each 12-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices at wholesale of all Artworks purchased from Whalley by Bader from the date of this contract to the end of said

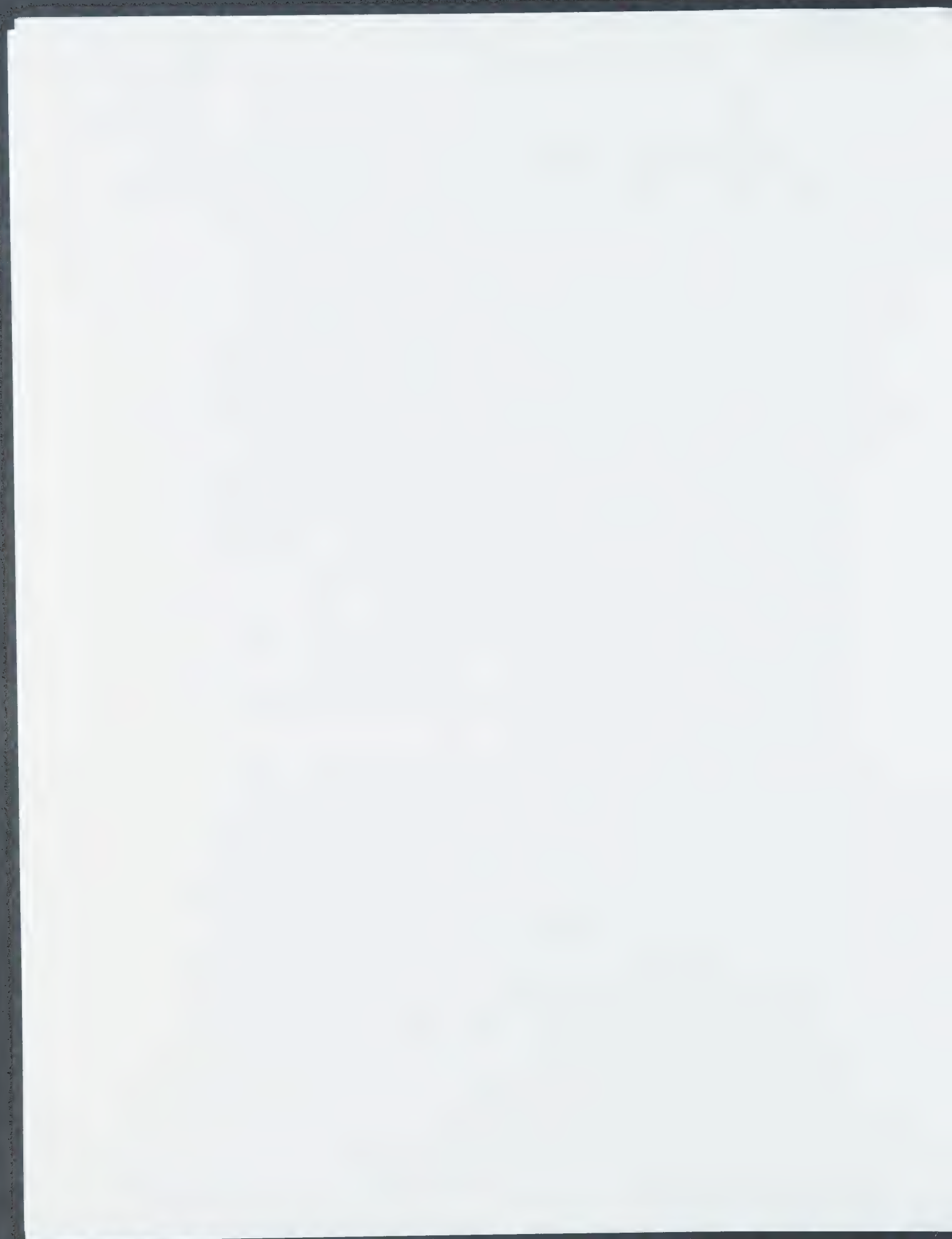




12-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

9. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader exceeds the total due Whalley for purchases made by Bader through the period of this Agreement, Bader shall have a right of first refusal on all Artworks created by and still owned by Whalley on the basis previously offered and on all subsequent Artworks created by Whalley at the same price as would have been available had the Agreement continued, until such excess shall have been fully utilized as a credit against those Artworks he elects to purchase. In consideration for compliance with the foregoing, Whalley shall not be obligated to refund any money to Bader.

10. If, while this Agreement remains in force Whalley dies or becomes disabled from continuing to create Artworks in substantially the same manner and extent as at the time of the execution of this Agreement, Bader's obligation to make retainer payments shall terminate and, to the extent of any excess of payments theretofore made by Bader to Whalley over purchases made during the duration of this Agreement, Bader shall have a first right to select and



purchase any of Whalley's Artworks then owned by Whalley, his heirs or estate on the same terms as set forth in paragraph 8 and apply said excess toward the purchase thereof. In consideration for compliance with the foregoing, Whalley's heirs or estate shall not be obligated to refund any money to Bader.

11. Whalley reserves all rights to the reproduction of the Artworks except as provided in paragraph 2, above. Bader may arrange to have the Artworks photographed and reproduced and to publicize and promote the Artworks through means referred to in paragraph 2, above, and any other means deemed appropriate by Bader. In each instance of such use, Whalley shall be acknowledged as the creator and copyright owner of the Artwork. Bader shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the artist."

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

B. & K. ENTERPRISES, INC.  
Alfred R. Bader Fine Arts Division

By \_\_\_\_\_  
Alfred R. Bader, President

\_\_\_\_\_  
John Whalley

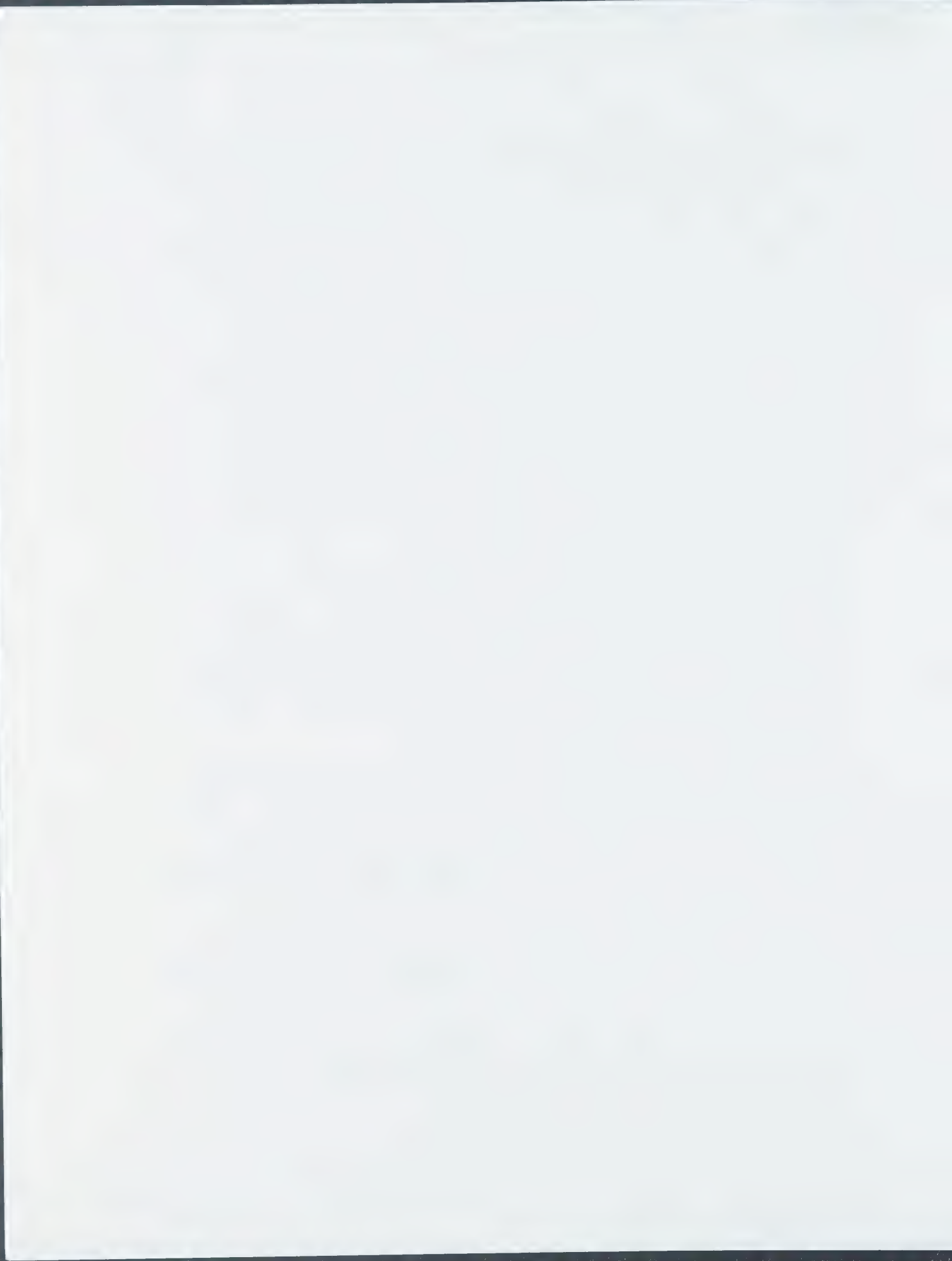




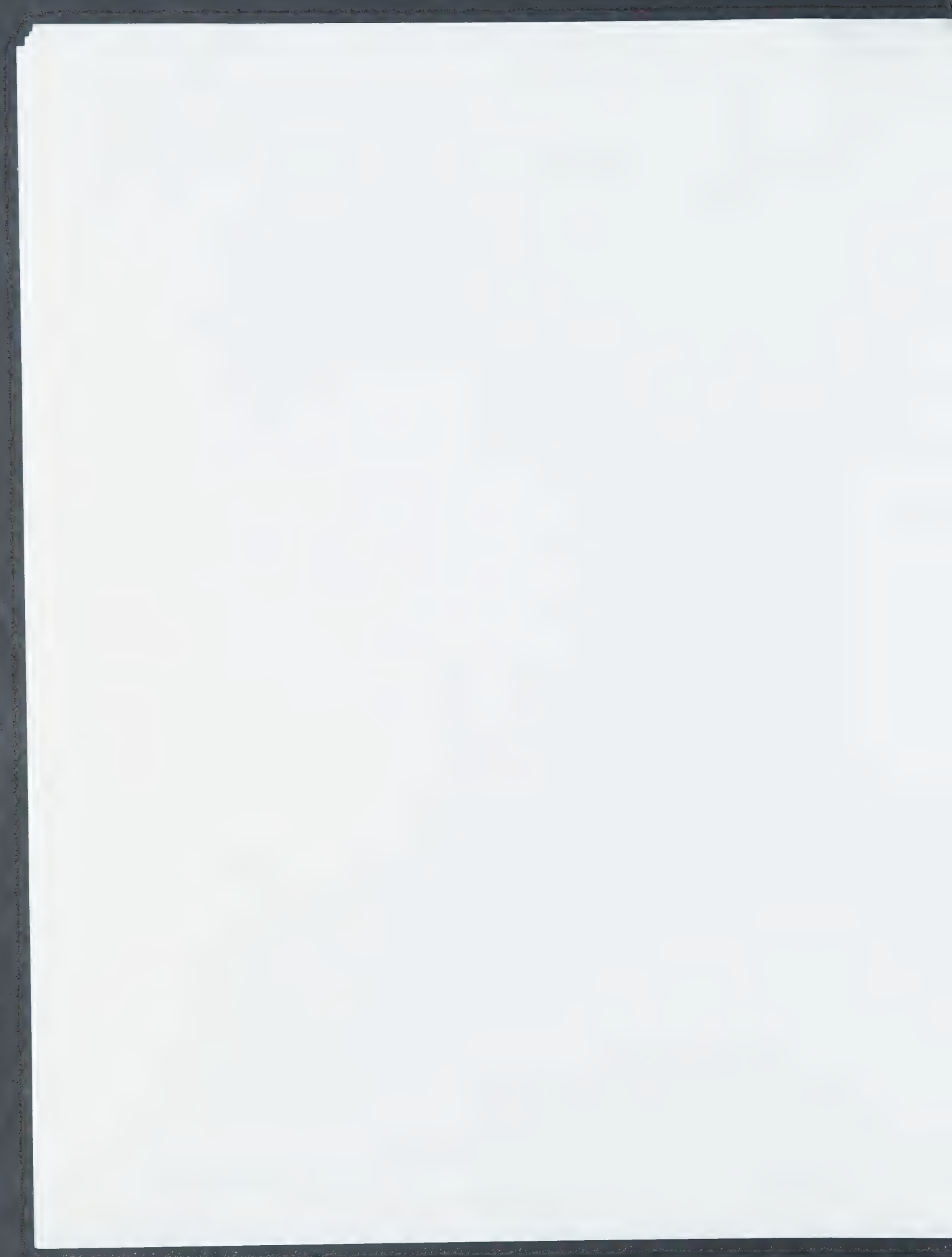
Exhibit A

Examples of How Paragraphs 7 and 8 Would Apply

(E.g., if by June 30, 1987, the end of the first twelve months, total purchase prices for all Artworks, including any credits for commissioned works, shall be \$30,000, Bader will pay to Whalley by July 30, 1987 \$6,000 or (a) \$30,000 less (b) \$24,000; if by June 30, 1988, the end of the second twelve months, purchases shall be an additional \$35,000 for a total of \$65,000 from the outset of the Agreement, by July 30, 1988 Bader will pay to Whalley \$8,600 or (a) \$65,000 less (b) \$24,000 plus \$6,000 plus \$26,400 or \$56,400; if by June 30, 1989, the end of the third twelve months, purchases shall be an additional \$15,000 for a total of \$80,000 from the outset of this Agreement, no additional payment would be due on July 30, 1989, inasmuch as (a) \$80,000 is less than (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 or \$93,800. If this Agreement terminates at the end of three years, Bader would be entitled to apply the \$13,500 excess paid by him as a credit against the purchase of Artworks which he had not previously elected to purchase but which are still owned by Whalley at the prices previously offered less dealer's discount and/or subsequently created Artworks at the prices to which he would have been entitled to purchase them had the Agreement continued. If this Agreement



continues for the first additional one-year term after the initial term and by June 30, 1990 purchases shall be an additional \$50,000 for a total of \$130,000 from the outset of the Agreement, Bader will pay Whalley by July 30, 1990 \$5,000 or (a) \$130,000 less (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 plus \$31,200 or \$125,000.





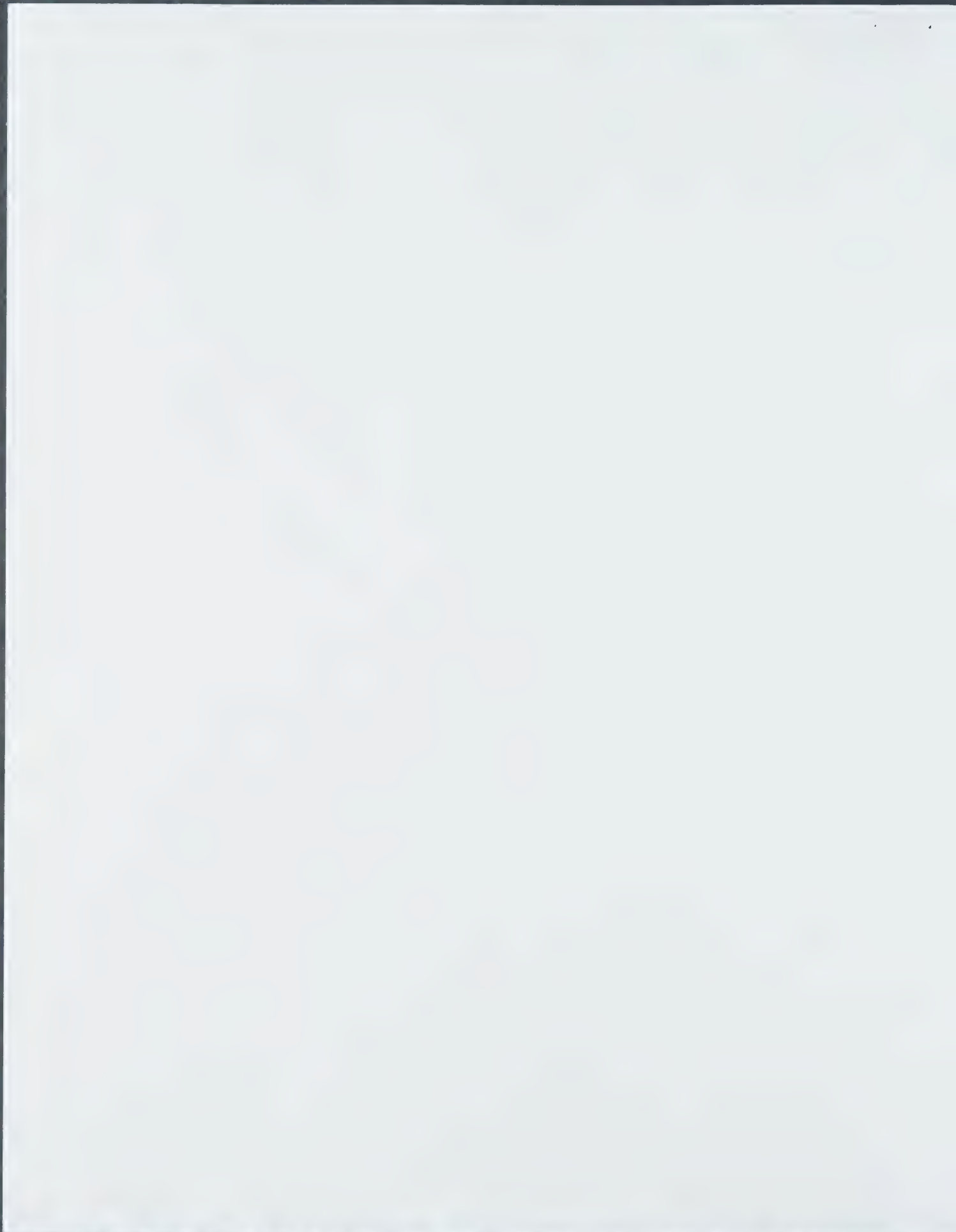
## AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art (Artworks). In order to do so, he is entering into this Agreement for an initial three (3) year term commencing July 1, 1986 and such additional one-year terms as may follow in accordance with paragraph 2, below, under which Bader will act as Whalley's exclusive sponsor, agent and dealer, provide a minimum regular income for Whalley, purchase for retention or resale such of the Artworks produced by Whalley as Bader may select, and continue to promote Whalley's reputation as an artist.

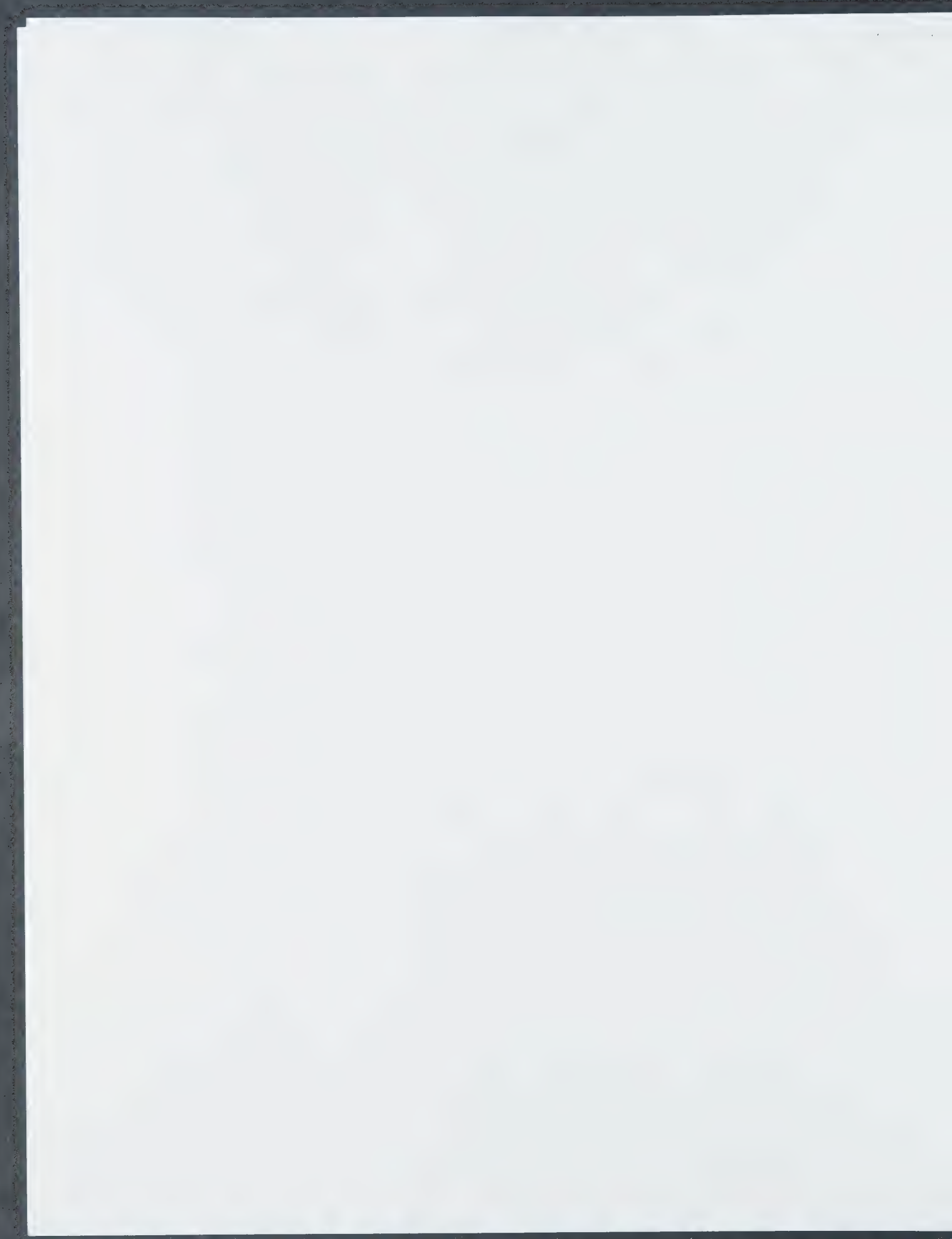
Now, therefore, for the period or periods of this Agreement as herein set forth, in consideration of the mutual agreements herein stated, it is agreed as follows:

1. Whalley will devote all of his income-producing time to producing Artworks and Bader will pay to Whalley a retainer of Two Thousand Dollars (\$2,000) per month for the initial 12-month period of this Agreement, said retainer to be increased by Two Hundred Dollars (\$200) per month for each 12-month period thereafter for which this Agreement continues (e.g., it will become \$2,200 per month for the 12-month period commencing July 1, 1987; \$2,400 per month



for the 12-month period commencing July 1, 1988, etc.)). Such retainer payment shall be applied against the purchase of Whalley's Artworks by Bader, pursuant to the terms of this Agreement.

2. Bader will promote Whalley's Artworks and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to arranging for shows or exhibitions, publications and/or the sale of some of the Artworks purchased hereunder. The number and timing of such promotional efforts shall be in Bader's sole discretion. Notwithstanding the provisions of paragraph 11, below, such promotional efforts may include Bader's reproducing and distributing reproductions of Artworks purchased by him, with or without charge, as he may determine and the making available by Bader to Aldrich Chemical Company, Inc. of any of the Artworks purchased by him hereunder for reproduction on Aldrich catalog covers and/or the further reproduction and distribution by Aldrich of any Artworks used for such catalog covers. Whalley recognizes that should any of his Artworks be accepted by Aldrich for such catalog covers, reproduction and/or distribution that would be of substantial additional value in promoting his

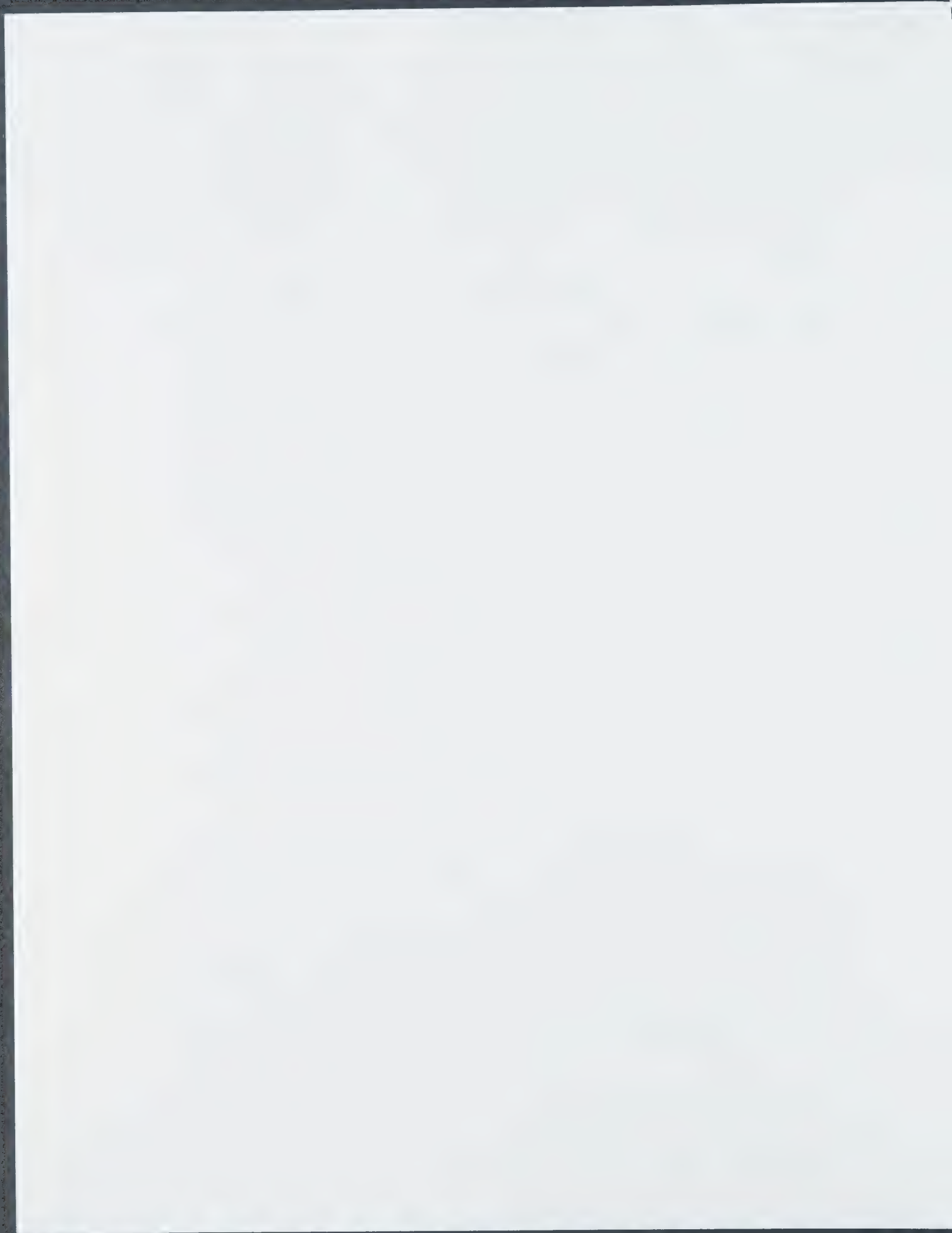




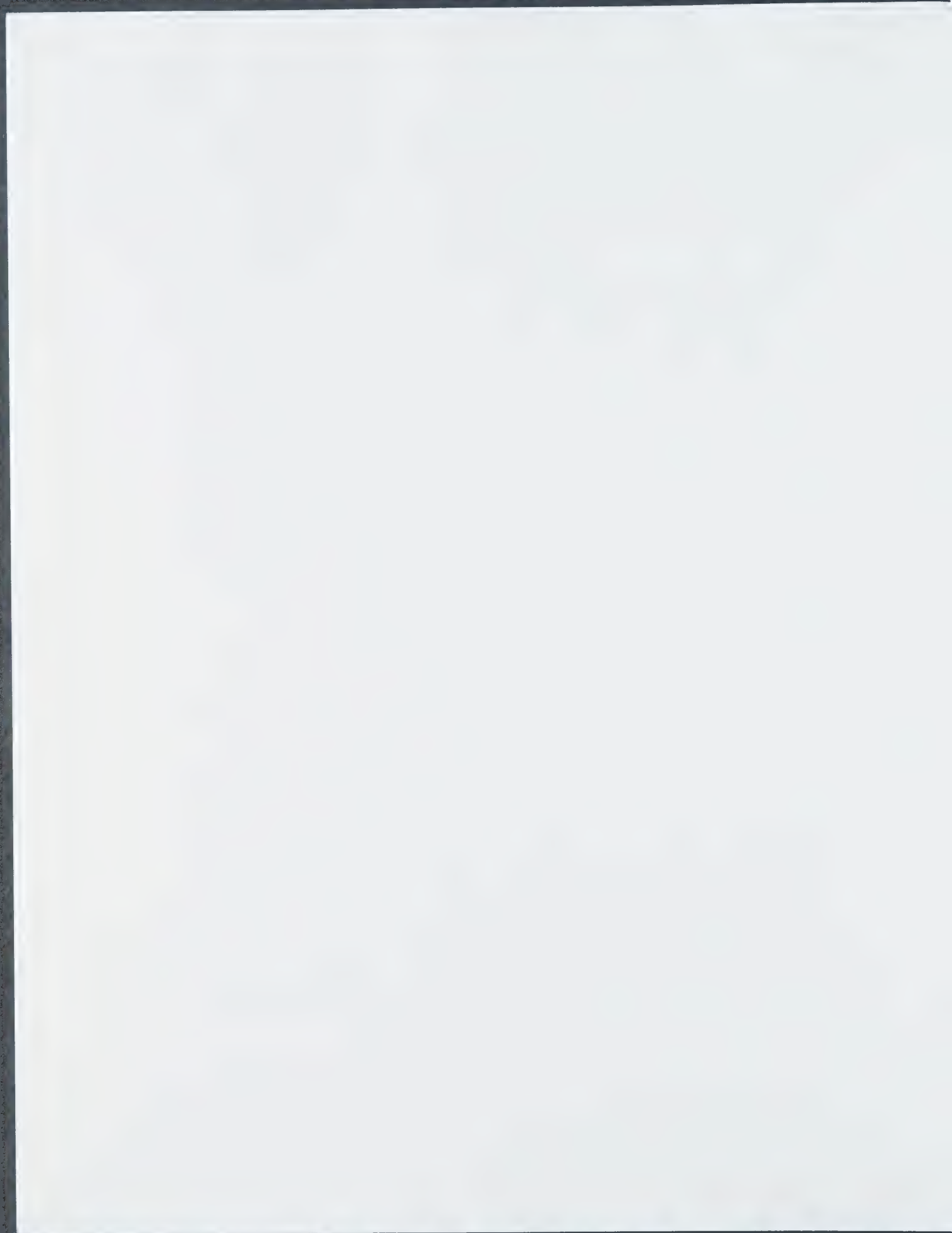
reputation as an artist and, accordingly, he hereby authorizes Bader to permit such Aldrich reproduction and distribution without any further express license or charge to Aldrich.

3. It is recognized by the parties that the major benefits of Bader's promotion, risk and investment in the sponsorship of Whalley will be likely to come, if at all, only after a significant period of time and, accordingly, to assure Bader of a reasonable opportunity to realize such benefits this Agreement shall continue from year to year after the initial three (3) year term for an additional five (5) one-year terms, unless Bader shall give written notice at least ninety (90) days prior to the expiration of the initial term or any term thereafter that the Agreement shall terminate at the end of that term, and, if no such notice of termination is given, the parties will, prior to the expiration of the last term, negotiate in good faith the terms and conditions of a further extension.

4. Bader shall be the exclusive sponsor, agent and dealer for Whalley and the sale of Whalley's works. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley and owned by him at the commencement of this Agreement and each work created by him during the period of this agreement at the



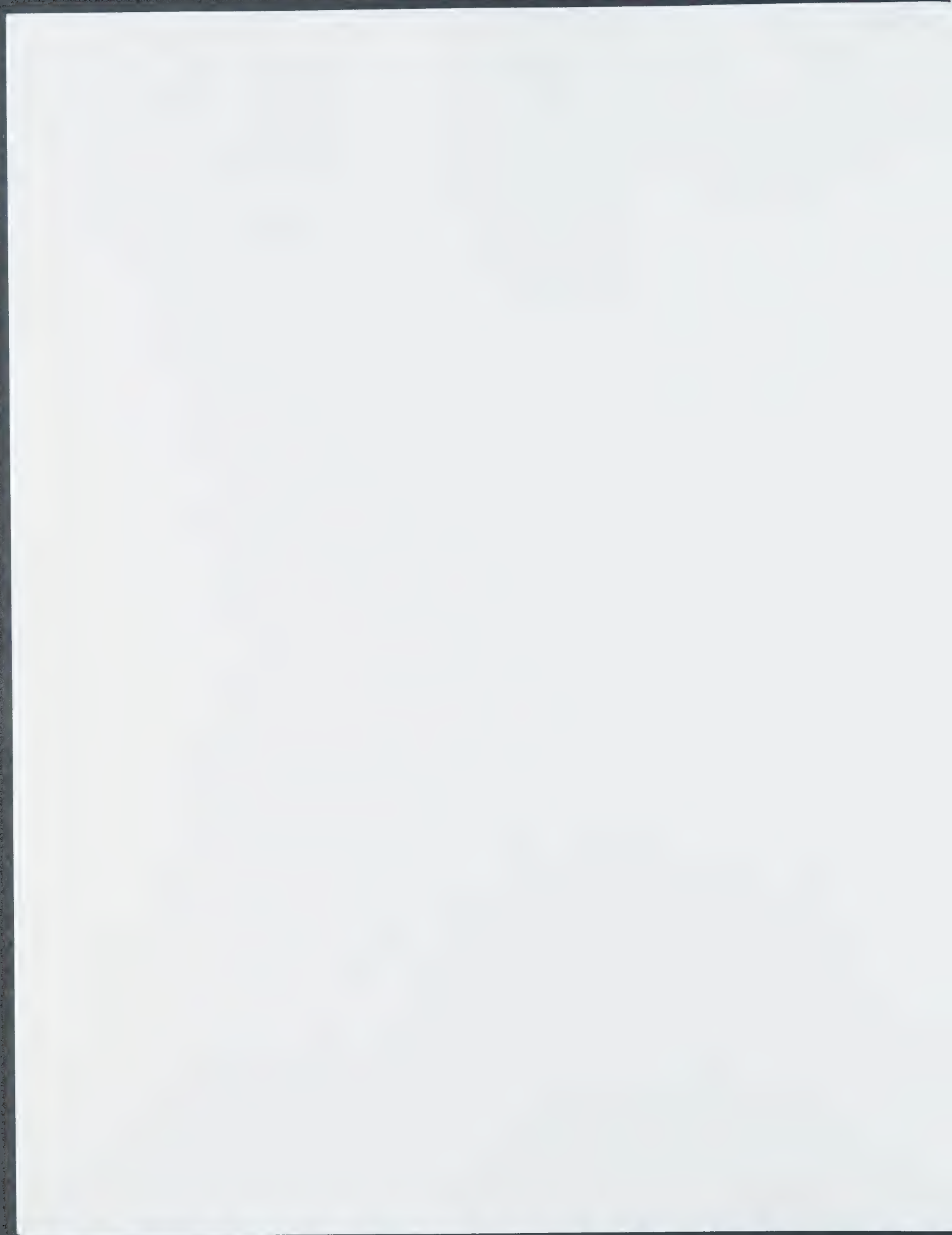
retail price quoted by Whalley minus a dealer's discount of thirty percent (30%). During the initial 12-month period such quoted retail prices shall not exceed \$3,000 per Egg Tempura Painting, \$2,200 per Oil Painting, \$1,800 per Watercolor/Drybrush Painting or \$1,200 per Drawing; for each subsequent 12-month period during which this Agreement continues, said maximum quoted retail price shall increase by \$300, \$200, \$200 and \$100, respectively (e.g., for the 12-month period commencing July 1, 1987 the quoted retail price per oil painting shall not exceed \$3,300 per Egg Tempura Painting, \$2,400 per Oil Painting, \$2,000 per Watercolor/Drybrush Painting, and \$1,300 per Drawing; for the 12-month period commencing July 1, 1988, the quoted retail price shall not exceed \$3,600 per Egg Tempura Painting, per \$2,600 per Oil Painting, \$2,200 per Watercolor and \$1,400 per Drawing, etc.) If Whalley produces Artworks in any other media, the parties will agree upon an appropriate maximum retail price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall establish. The retail prices quoted to Bader for any of the Artworks purchased





by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

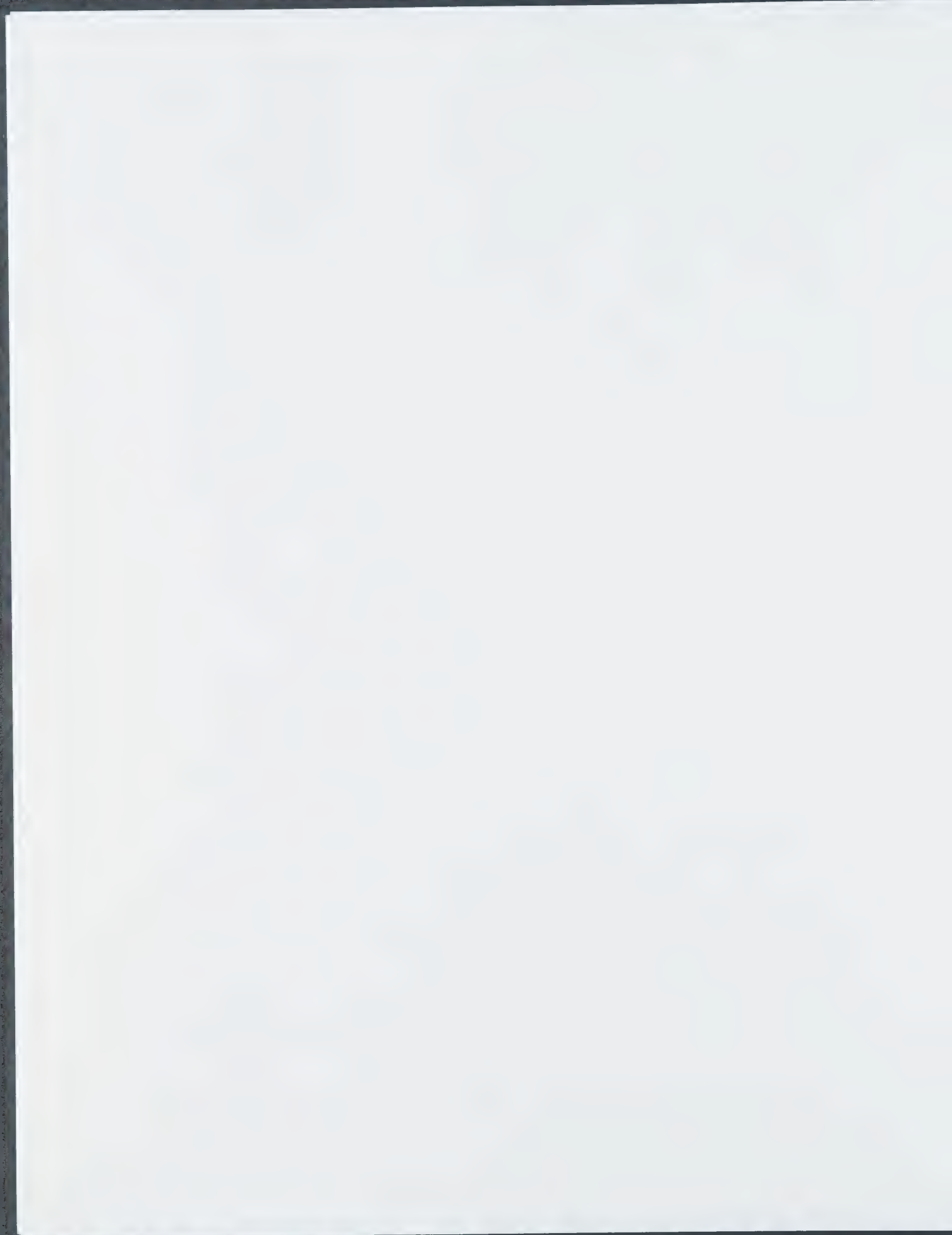
5. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each item of Artwork created by him prior to the commencement of this Agreement and still owned by him and each such work completed by him during the term or terms of this Agreement, and shall continue to offer such Artworks and any created after the last term of this Agreement on the same terms until all the purchase prices of Artworks purchased by Bader shall equal the total of all sums paid to Whalley by Bader including all retainer payments. Such offers shall be made by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such Artwork to any third party until Bader shall have had ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's right to purchase any such Artwork shall continue so long as Whalley continues to own such Artwork, subject only to Whalley's right, without further notice to Bader, to sell at the previously quoted retail price, or more, in accordance with paragraph 6, below, any Artwork which Bader does not elect to purchase within said ninety (90) day period.



6. Whalley may sell at retail any Artwork which shall have been offered to Bader but which Bader shall not have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 5, above, provided, however that Whalley will not sell or offer any such Artwork at any price less than the retail price quoted to Bader under said paragraph 5, without first re-offering the same to Bader at such lower retail price minus the dealer discount.

7. Except as otherwise permitted under paragraph 6, above, Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his Artworks, including inquiries for any specially ordered or commissioned work. If Whalley elects to do any such specially ordered or commissioned work, the retail price for same may be determined by agreement between the purchaser and Whalley, the work shall be sold and invoiced by Bader to said purchaser at said retail price and Whalley shall be credited with seventy percent (70%) of the amount actually received therefor by Bader and accounted for at the next annual accounting after payment by the purchaser to Bader.

8. Within thirty (30) days after the end of each 12-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices at wholesale of all Artworks purchased from Whalley by Bader from the date of this contract to the end of said





12-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

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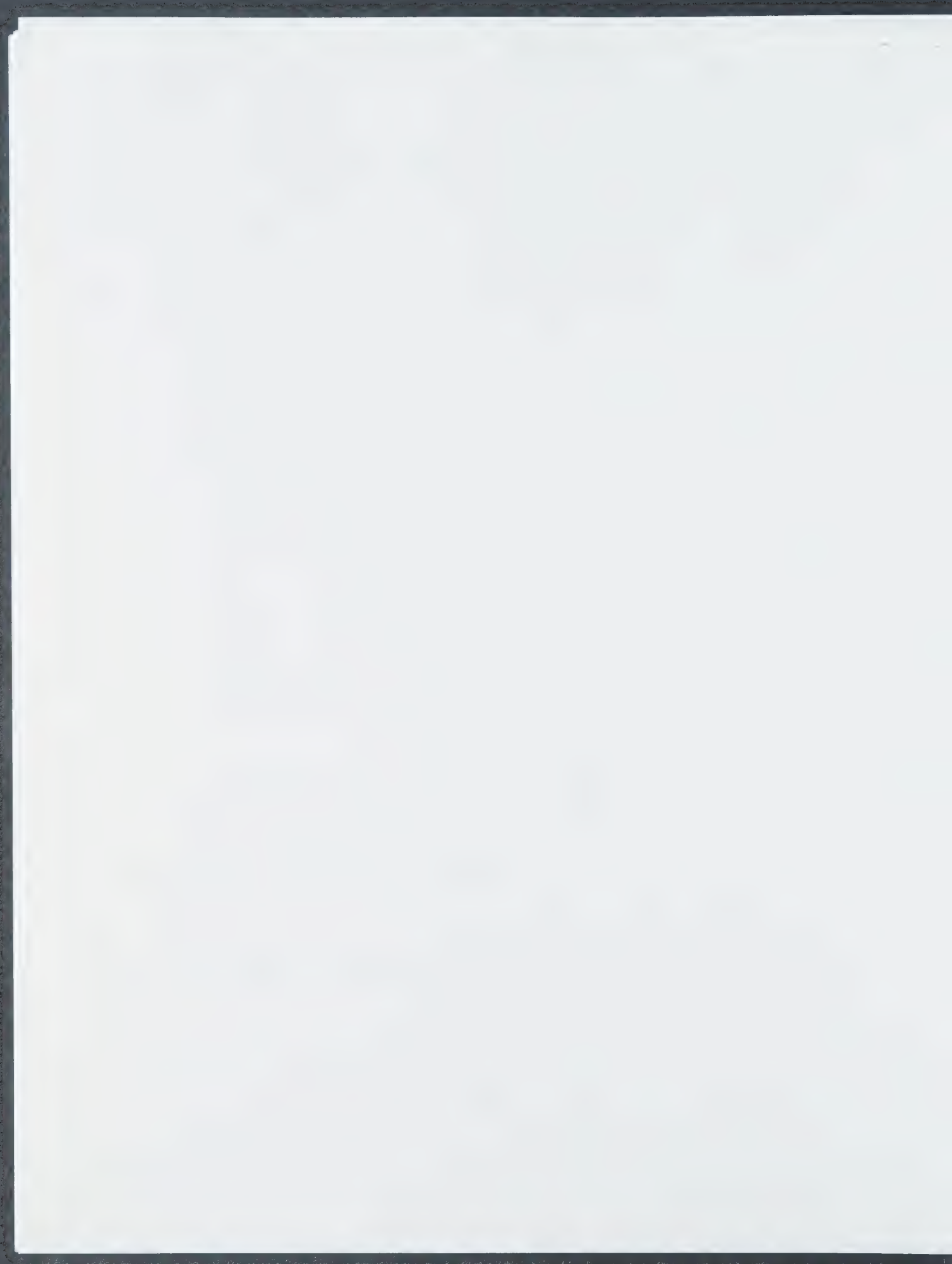
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IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

B. & K. ENTERPRISES, INC.  
Alfred R. Bader Fine Arts Division

By \_\_\_\_\_  
Alfred R. Bader, President

\_\_\_\_\_  
John Whalley

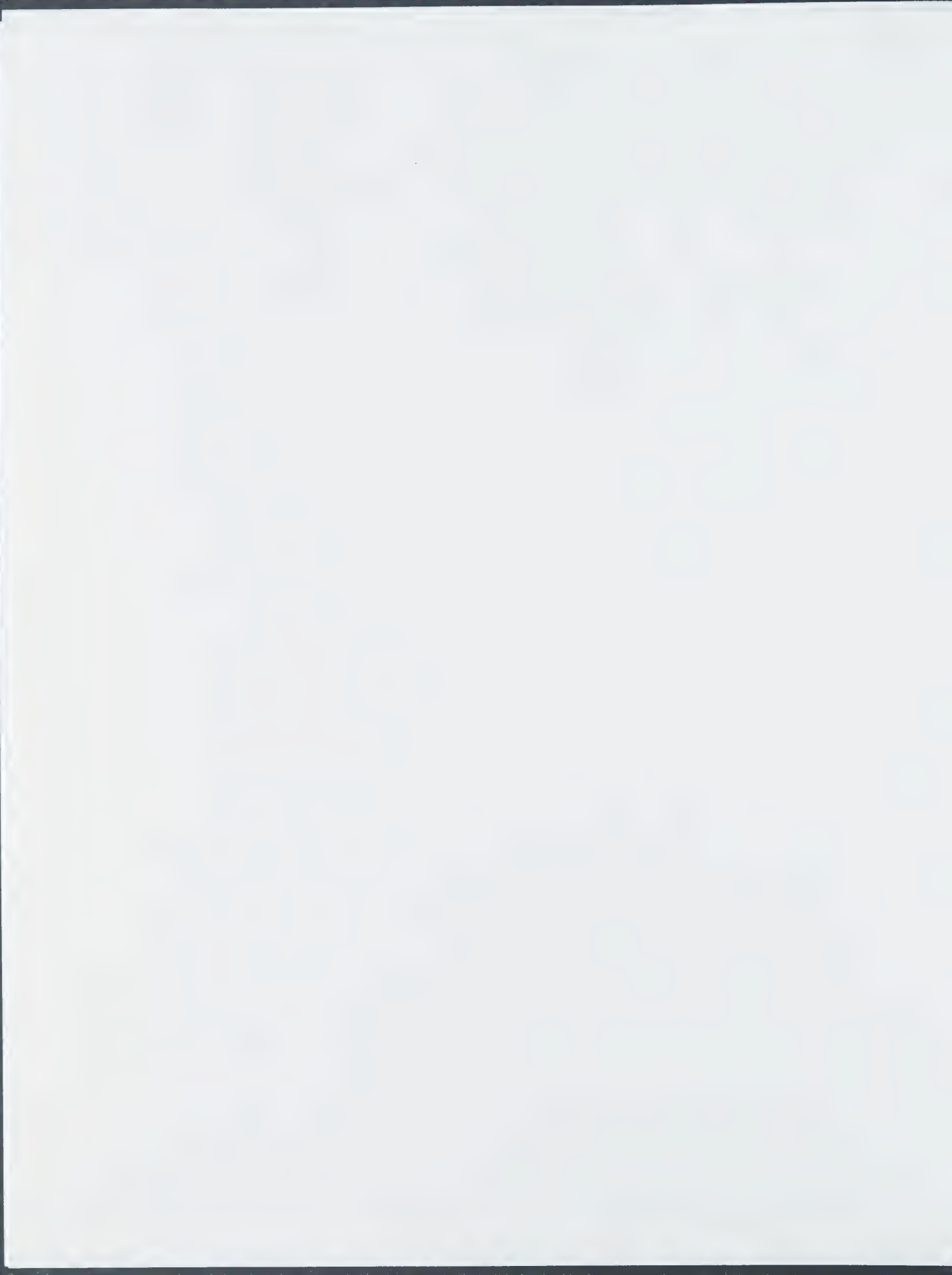




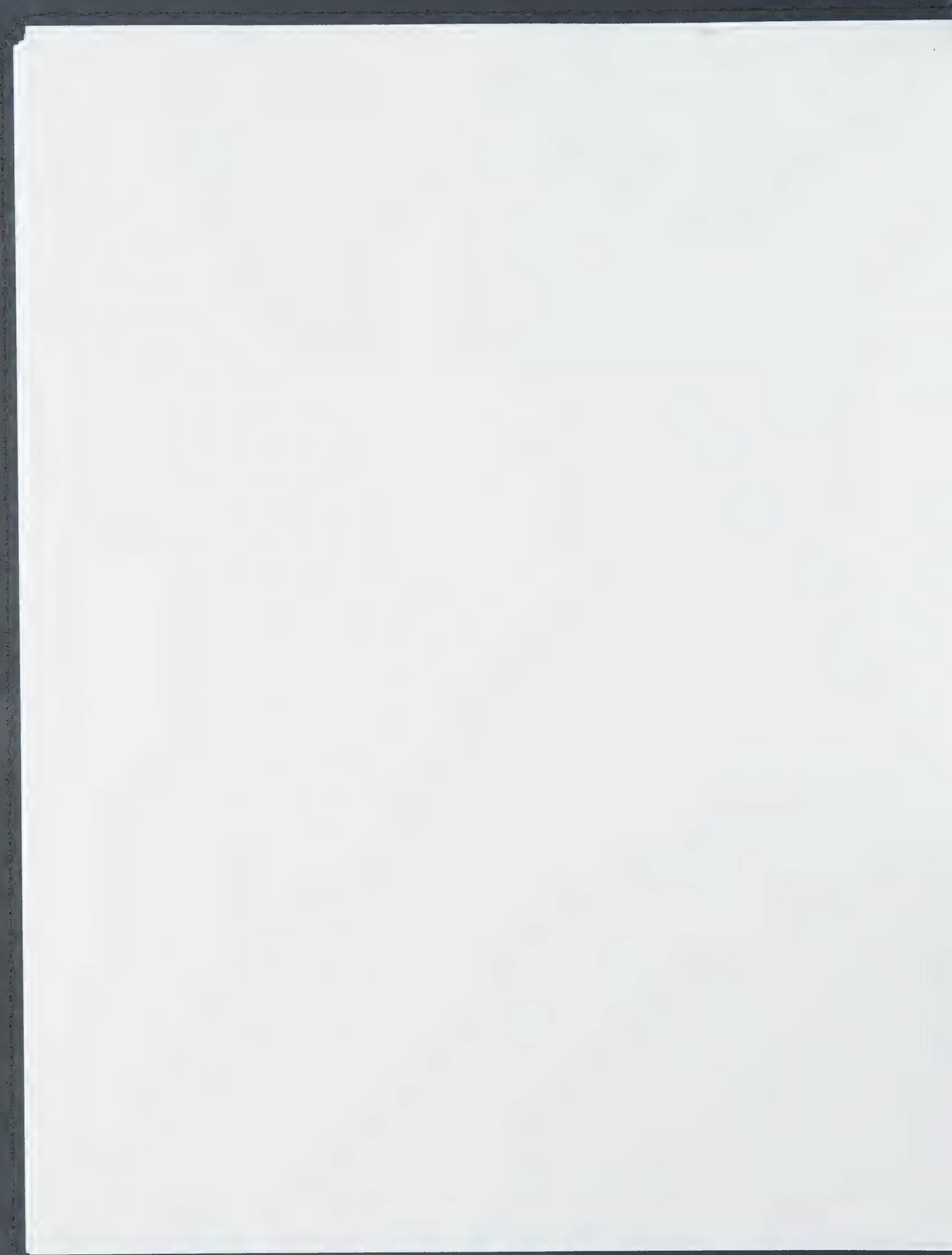
## Exhibit A

### Examples of How Paragraphs 7 and 8 Would Apply

(E.g., if by June 30, 1987, the end of the first twelve months, total purchase prices for all Artworks, including any credits for commissioned works, shall be \$30,000, Bader will pay to Whalley by July 30, 1987 \$6,000 or (a) \$30,000 less (b) \$24,000; if by June 30, 1988, the end of the second twelve months, purchases shall be an additional \$35,000 for a total of \$65,000 from the outset of the Agreement, by July 30, 1988 Bader will pay to Whalley \$8,600 or (a) \$65,000 less (b) \$24,000 plus \$6,000 plus \$26,400 or \$56,400; if by June 30, 1989, the end of the third twelve months, purchases shall be an additional \$15,000 for a total of \$80,000 from the outset of this Agreement, no additional payment would be due on July 30, 1989, inasmuch as (a) \$80,000 is less than (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 or \$93,800. If this Agreement terminates at the end of three years, Bader would be entitled to apply the \$13,500 excess paid by him as a credit against the purchase of Artworks which he had not previously elected to purchase but which are still owned by Whalley at the prices previously offered less dealer's discount and/or subsequently created Artworks at the prices to which he would have been entitled to purchase them had the Agreement continued. If this Agreement



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**FOLEY & LARDNER**

777 EAST WISCONSIN AVE.  
MILWAUKEE, WIS. 53202

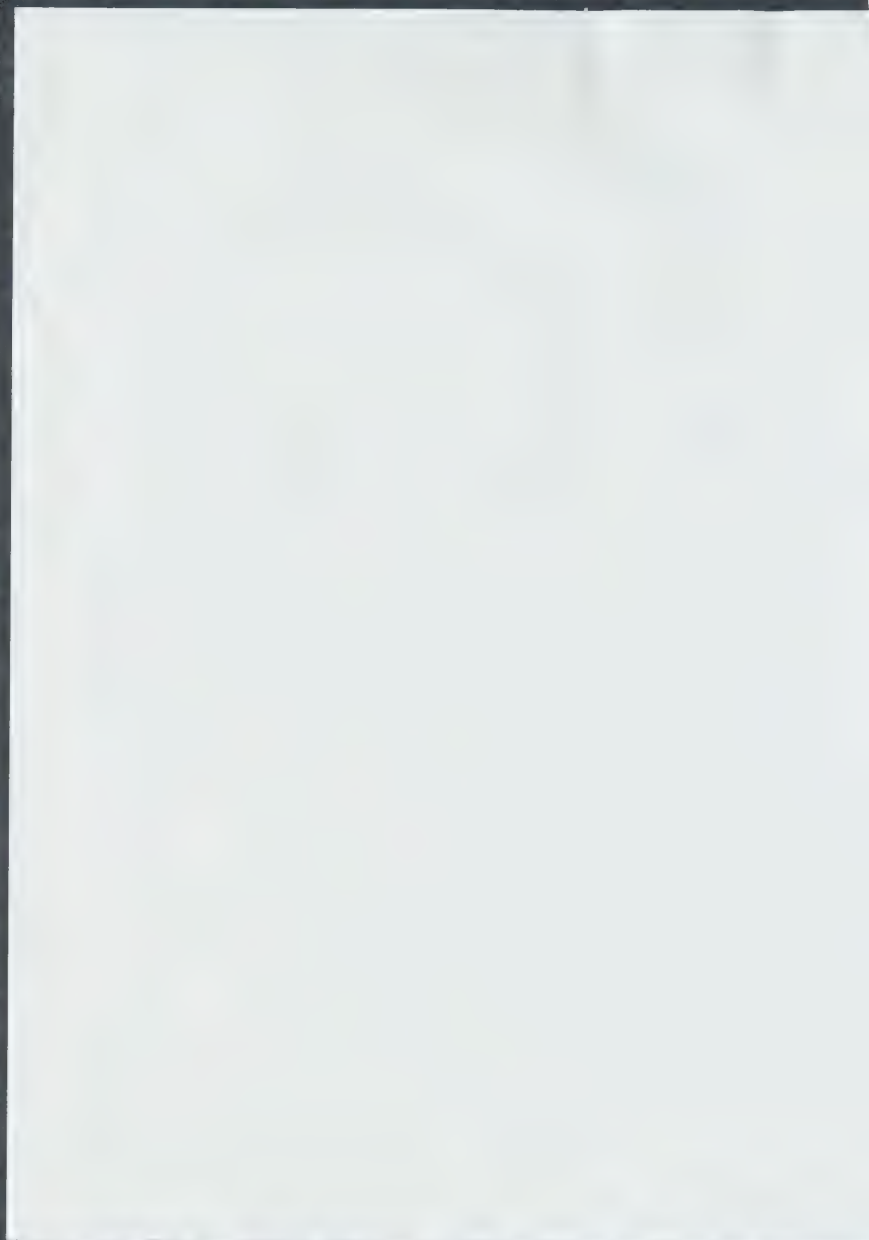
TEL. 414-271-2400

Date Jan. 28, 1986

From: MARVIN E. KLITSNER  
To: Alfred R. Bader

Enclosed please find Agreement between yourself and Whalley, revised to reflect our discussion of Sunday, the 26th, and some additional polishing.

Enclosure



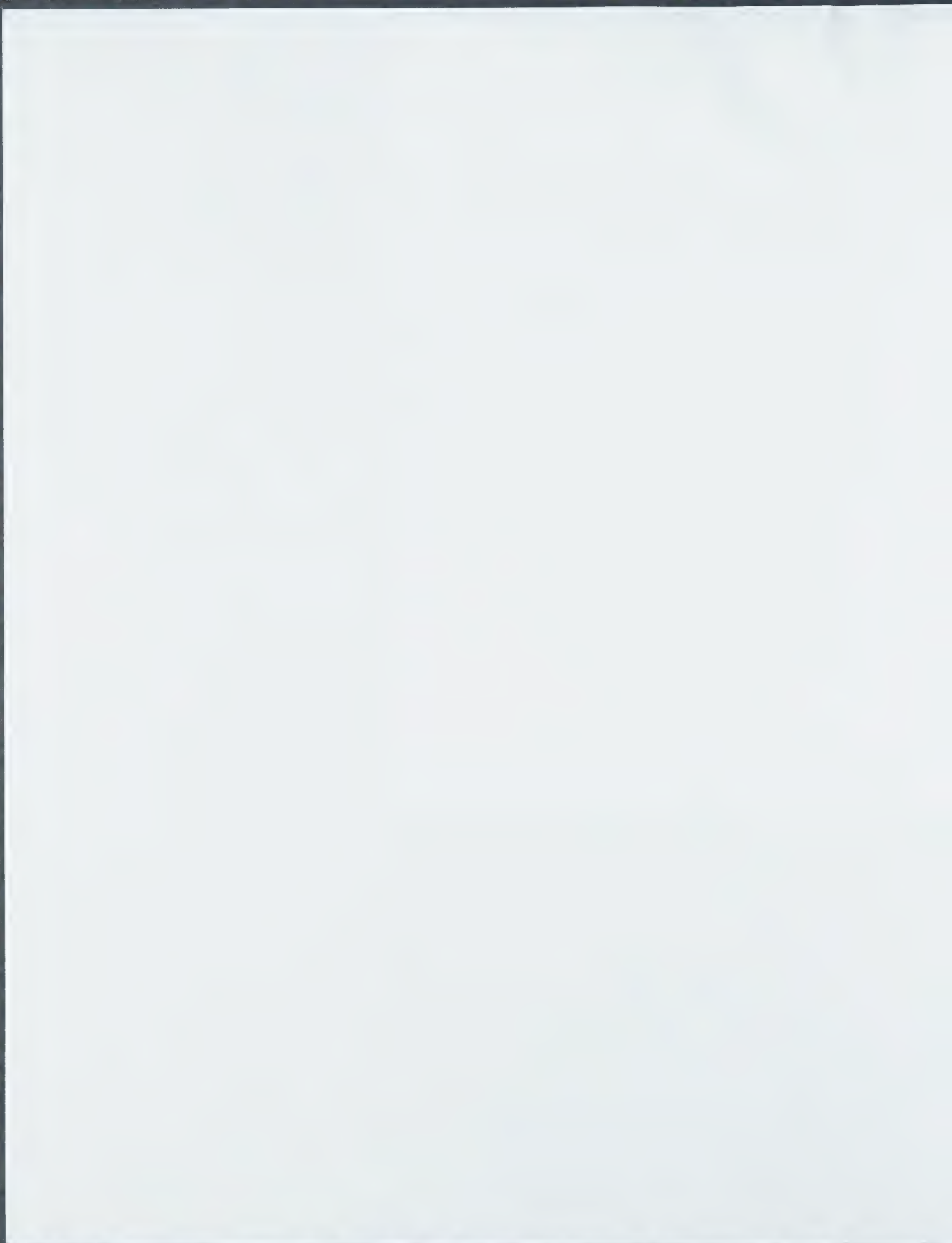
## AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art (Artworks). In order to do so, he is entering into this Agreement for an initial three (3) year term commencing July 1, 1986 and such additional one-year terms as may follow in accordance with paragraph 2, below, under which Bader will act as Whalley's exclusive sponsor, agent and dealer, provide a minimum regular income for Whalley, purchase for retention or resale such of the Artworks produced by Whalley as Bader may select, and continue to promote Whalley's reputation as an artist.

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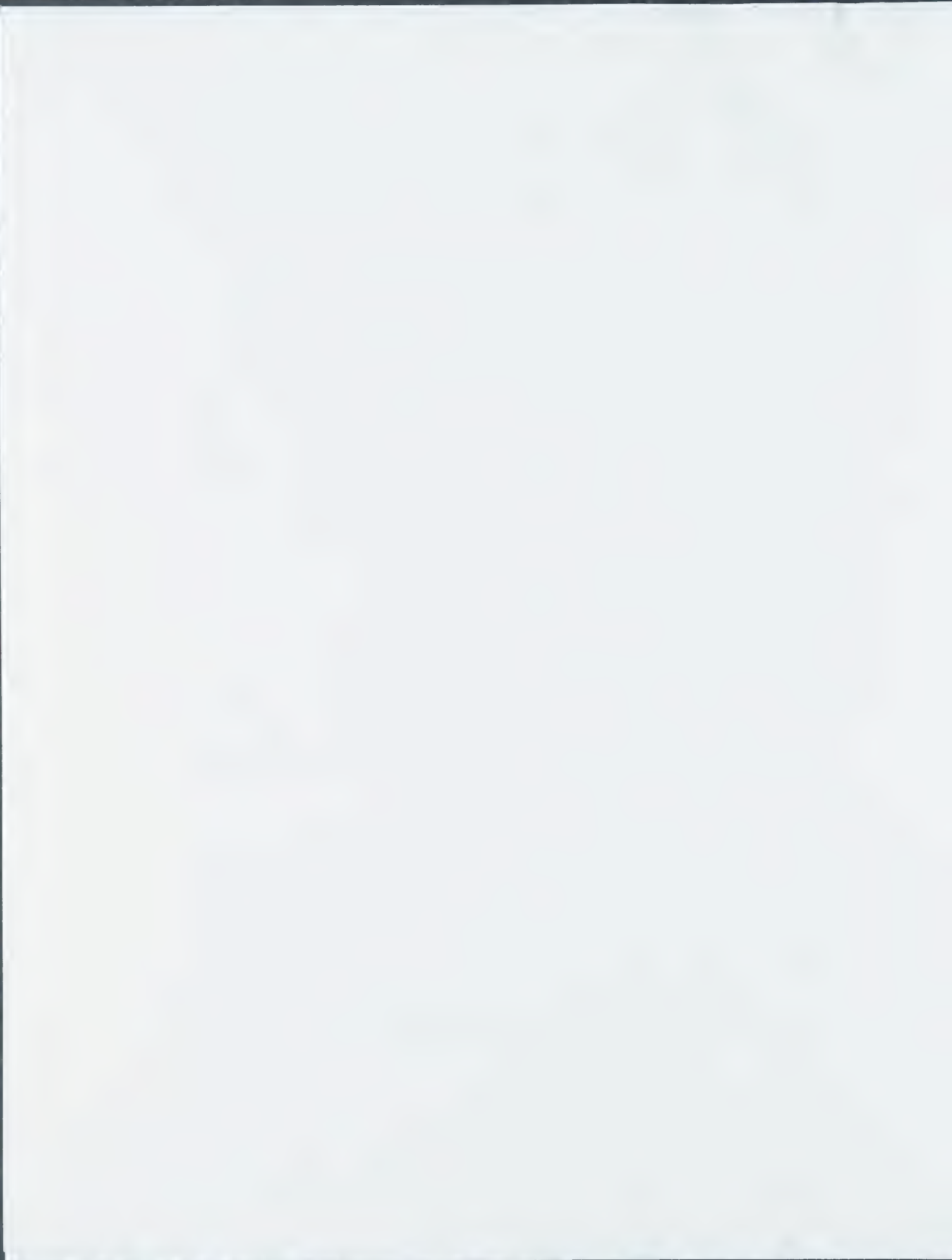
2. Bader will promote Whalley's Artworks and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to arranging for shows or exhibitions, publications and/or the sale of some of the Artworks purchased hereunder. The number and timing of such promotional efforts shall be in Bader's sole discretion. Notwithstanding the provisions of paragraph 11, below, such promotional efforts may include Bader's reproducing and distributing reproductions of Artworks purchased by him, with or without charge, as he may determine and the making available by Bader to Aldrich Chemical Company, Inc. of any of the Artworks purchased by him hereunder for reproduction on Aldrich catalog covers and/or the further reproduction and distribution by Aldrich of any Artworks used for such catalog covers. Whalley recognizes that should any of his Artworks be accepted by Aldrich for such catalog covers, reproduction and/or distribution that would be of substantial additional value in promoting his



reputation as an artist and, accordingly, he hereby authorizes Bader to permit such Aldrich reproduction and distribution without any further express license or charge to Aldrich.

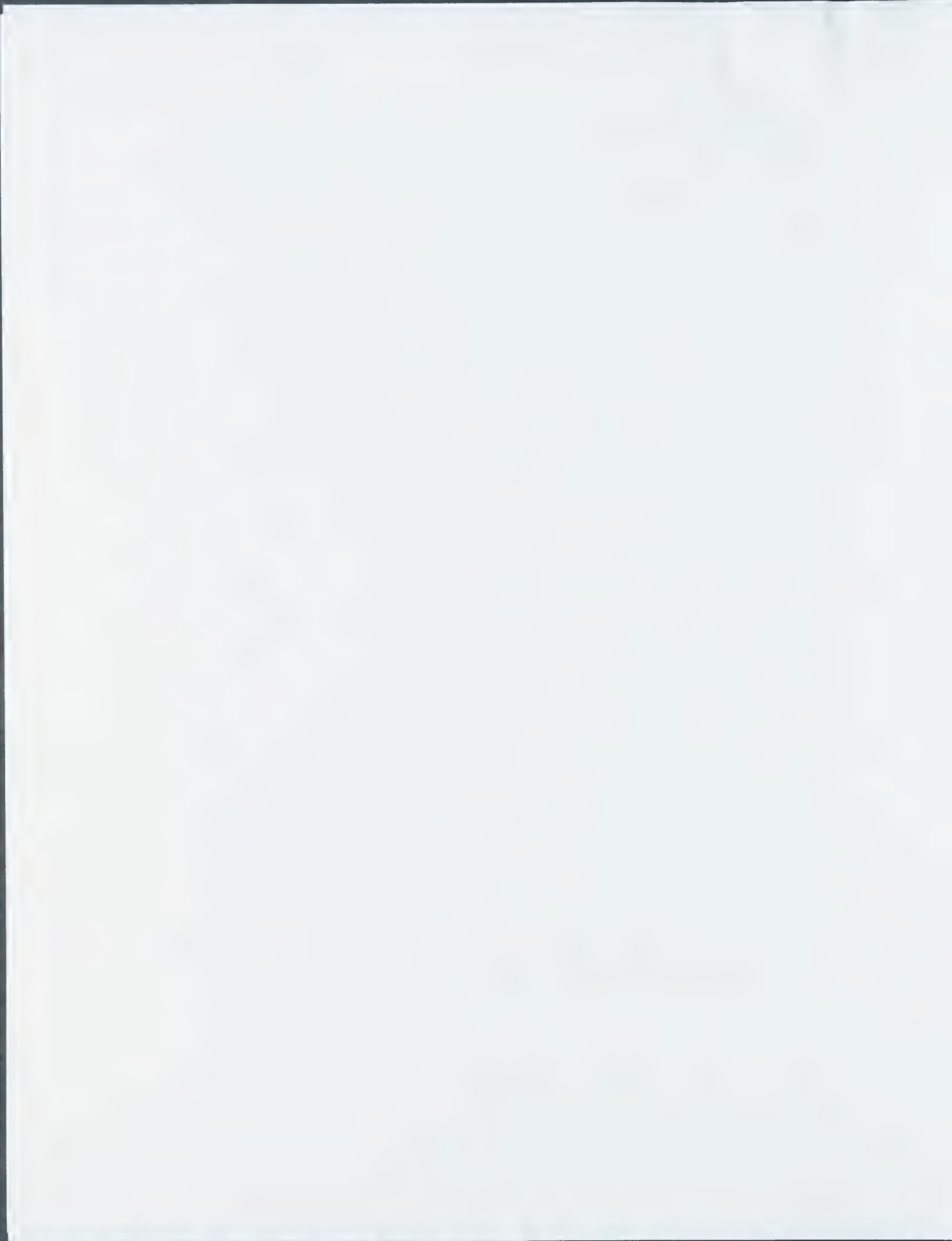
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4. Bader shall be the exclusive sponsor, agent and dealer for Whalley and the sale of Whalley's works. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley and owned by him at the commencement of this Agreement and each work created by him during the period of this agreement at the





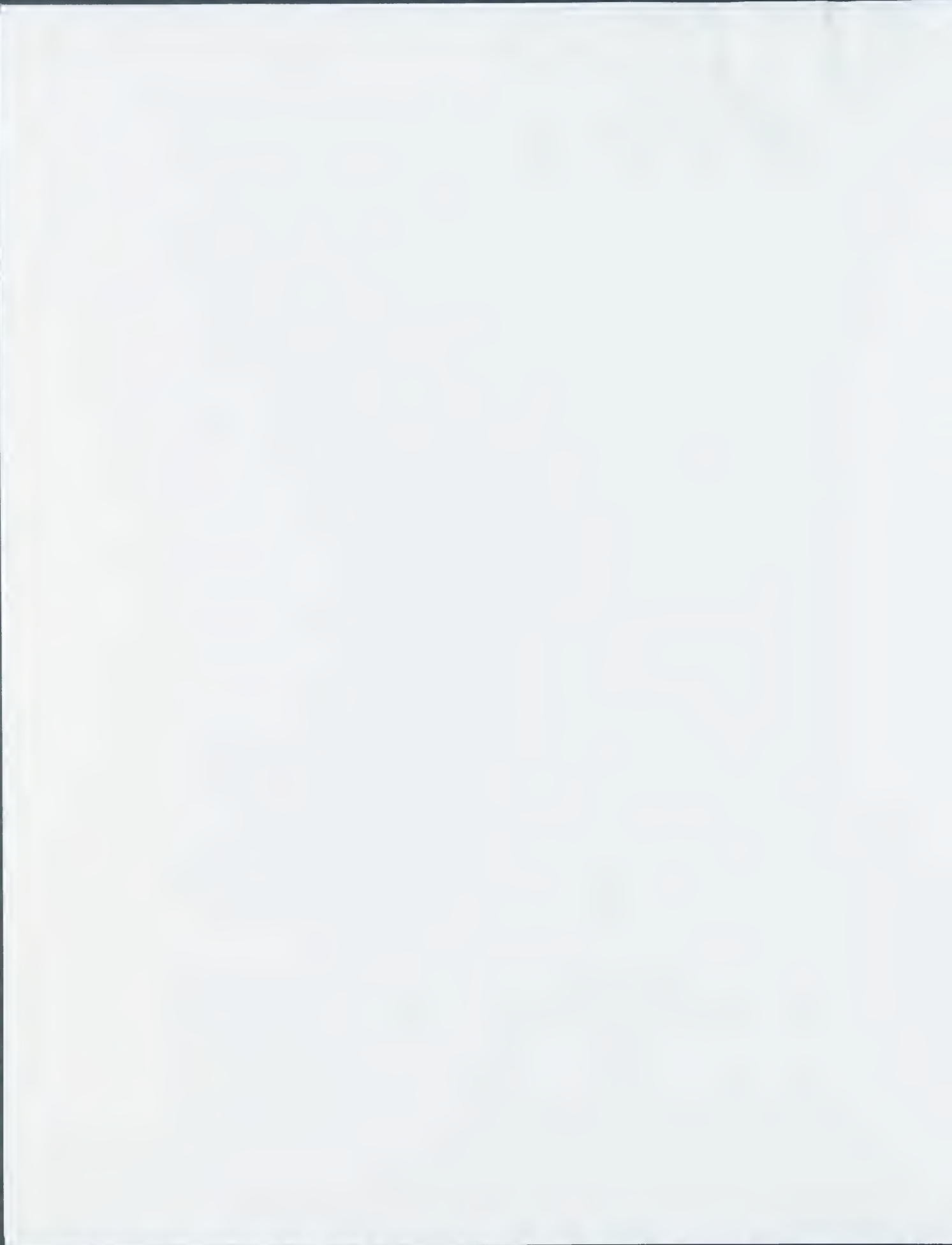
retail price quoted by Whalley minus a dealer's discount of thirty percent (30%). During the initial 12-month period such quoted retail prices shall not exceed \$3,000 per Egg Tempura Painting, \$2,200 per Oil Painting, \$1,800 per Watercolor/Drybrush Painting or \$1,200 per Drawing; for each subsequent 12-month period during which this Agreement continues, said maximum quoted retail price shall increase by \$300, \$200, \$200 and \$100, respectively (e.g., for the 12-month period commencing July 1, 1987 the quoted retail price per oil painting shall not exceed \$3,300 per Egg Tempura Painting, \$2,400 per Oil Painting, \$2,000 per Watercolor/Drybrush Painting, and \$1,300 per Drawing; for the 12-month period commencing July 1, 1988, the quoted retail price shall not exceed \$3,600 per Egg Tempura Painting, per \$2,600 per Oil Painting, \$2,200 per Watercolor and \$1,400 per Drawing, etc.) If Whalley produces Artworks in any other media, the parties will agree upon an appropriate maximum retail price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall establish. The retail prices quoted to Bader for any of the Artworks purchased



by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

5. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each item of Artwork created by him prior to the commencement of this Agreement and still owned by him and each such work created by him thereafter during the term or terms of this Agreement and until all the purchase prices of Artworks purchased by Bader shall equal the total of all sums paid to Whalley by Bader including all retainer payments. Such offers shall be made by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such Artwork to any third party until Bader shall have ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's right to purchase any such Artwork shall continue so long as Whalley continues to own such Artwork, subject only to Whalley's right, without further notice to Bader, to sell at the previously quoted retail price, or more, in accordance with paragraph 6, below, any Artwork which Bader does not elect to purchase within said ninety (90) day period.

6. Whalley may sell at retail any Artwork which shall have been offered to Bader but which Bader shall not

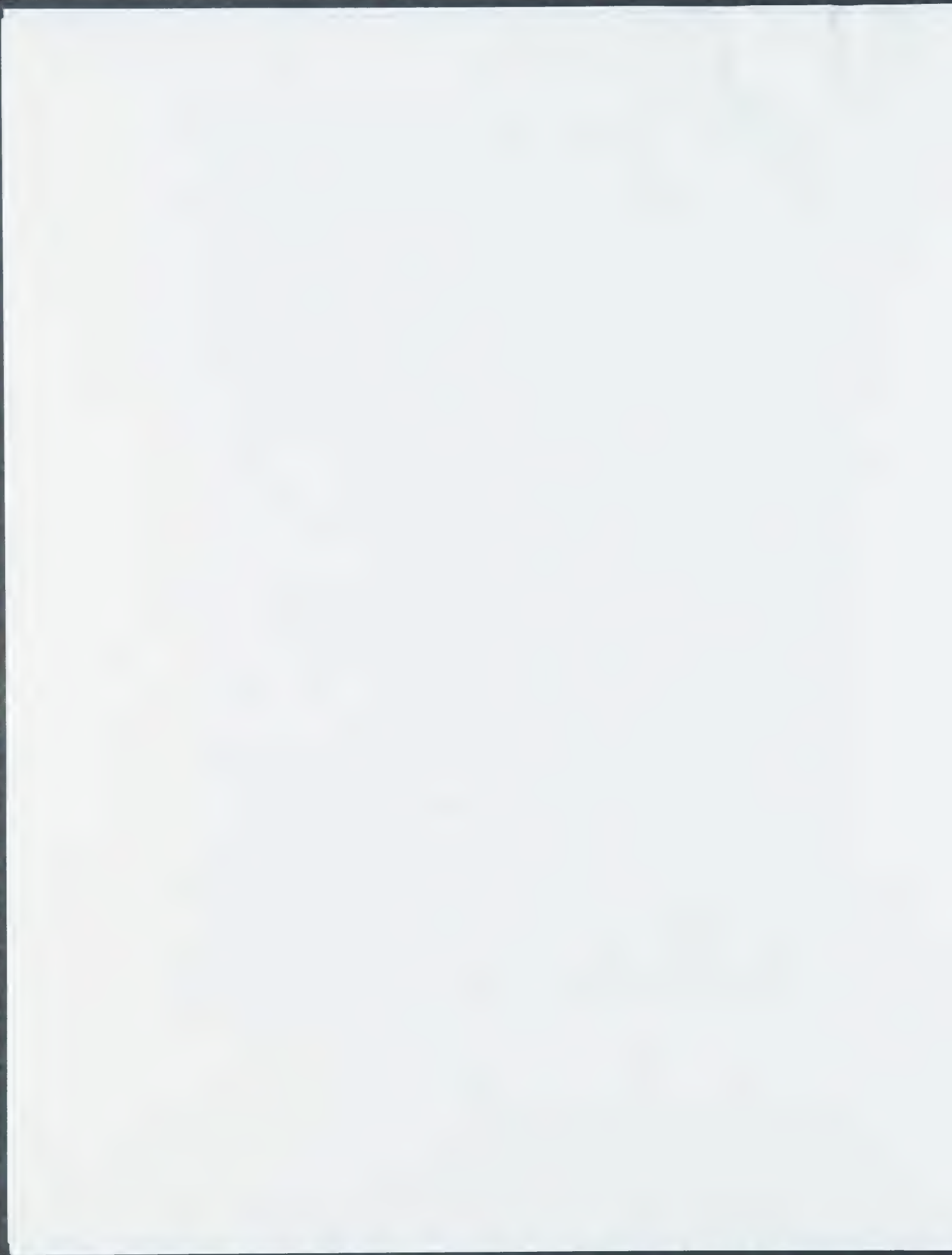




have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 5, above, provided, however that Whalley will not sell or offer any such Artwork at any price less than the retail price quoted to Bader under said paragraph 5, without first re-offering the same to Bader at such lower retail price minus the dealer discount.

7. Except as otherwise permitted under paragraph 6, above, Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his Artworks, including inquiries for any specially ordered or commissioned work. If Whalley elects to do any such specially ordered or commissioned work, the retail price for same may be determined by agreement between the purchaser and Whalley, the work shall be sold and invoiced by Bader to said purchaser at said retail price and Whalley shall be credited with seventy percent (70%) of the amount actually received therefor by Bader and accounted for at the next annual accounting after payment by the purchaser to Bader.

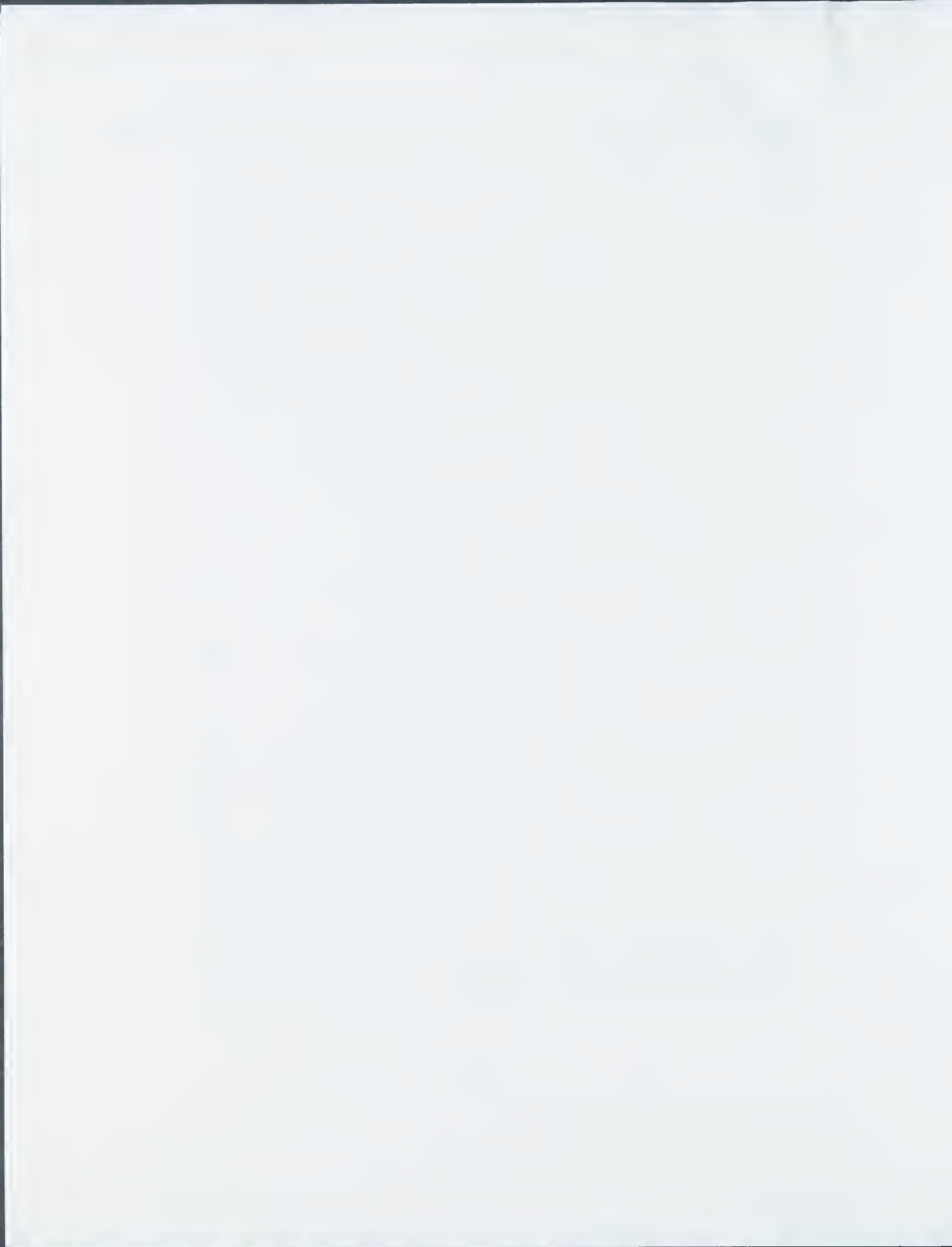
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amounts paid by Bader to Whalley from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

9. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader exceeds the total due Whalley for purchases made by Bader through the period of this Agreement, Bader shall have a right of first refusal on all Artworks created by and still owned by Whalley on the basis previously offered and on all subsequent Artworks created by Whalley at the same price as would have been available had the Agreement continued, until such excess shall have been fully utilized as a credit against those Artworks he elects to purchase. However, Whalley shall not be obligated to refund any money to Bader.

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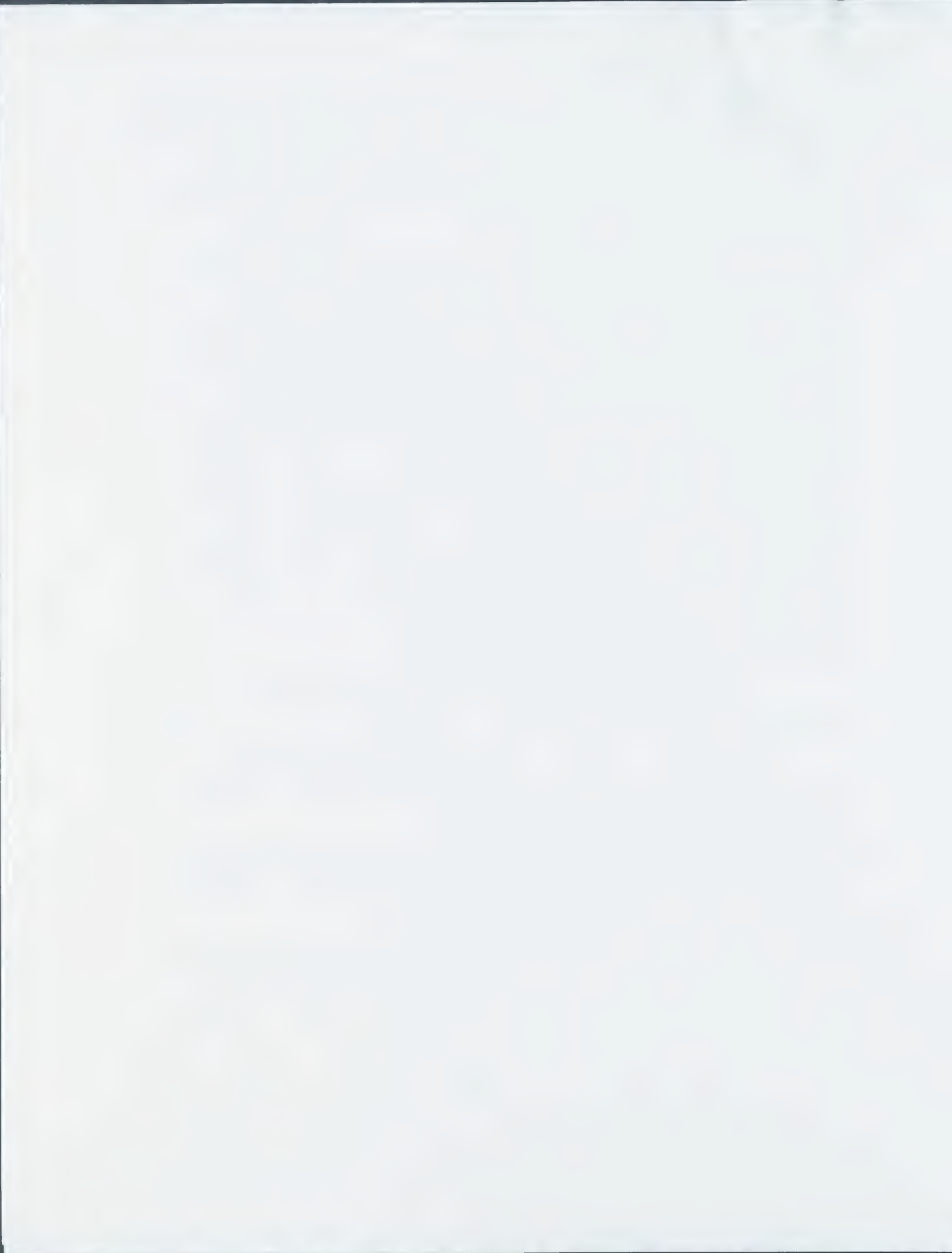
11. Whalley reserves all rights to the reproduction of the Artworks except as provided in paragraph 2, above. Bader may arrange to have the Artworks photographed and reproduced and to publicize and promote the Artworks through means referred to in paragraph 2, above, and any other means deemed appropriate by Bader. In each instance of such use, Whalley shall be acknowledged as the creator and copyright owner of the Artwork. Bader shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the artist."

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

B. & K. ENTERPRISES, INC.  
Alfred R. Bader Fine Arts Division

By \_\_\_\_\_  
Alfred R. Bader, President

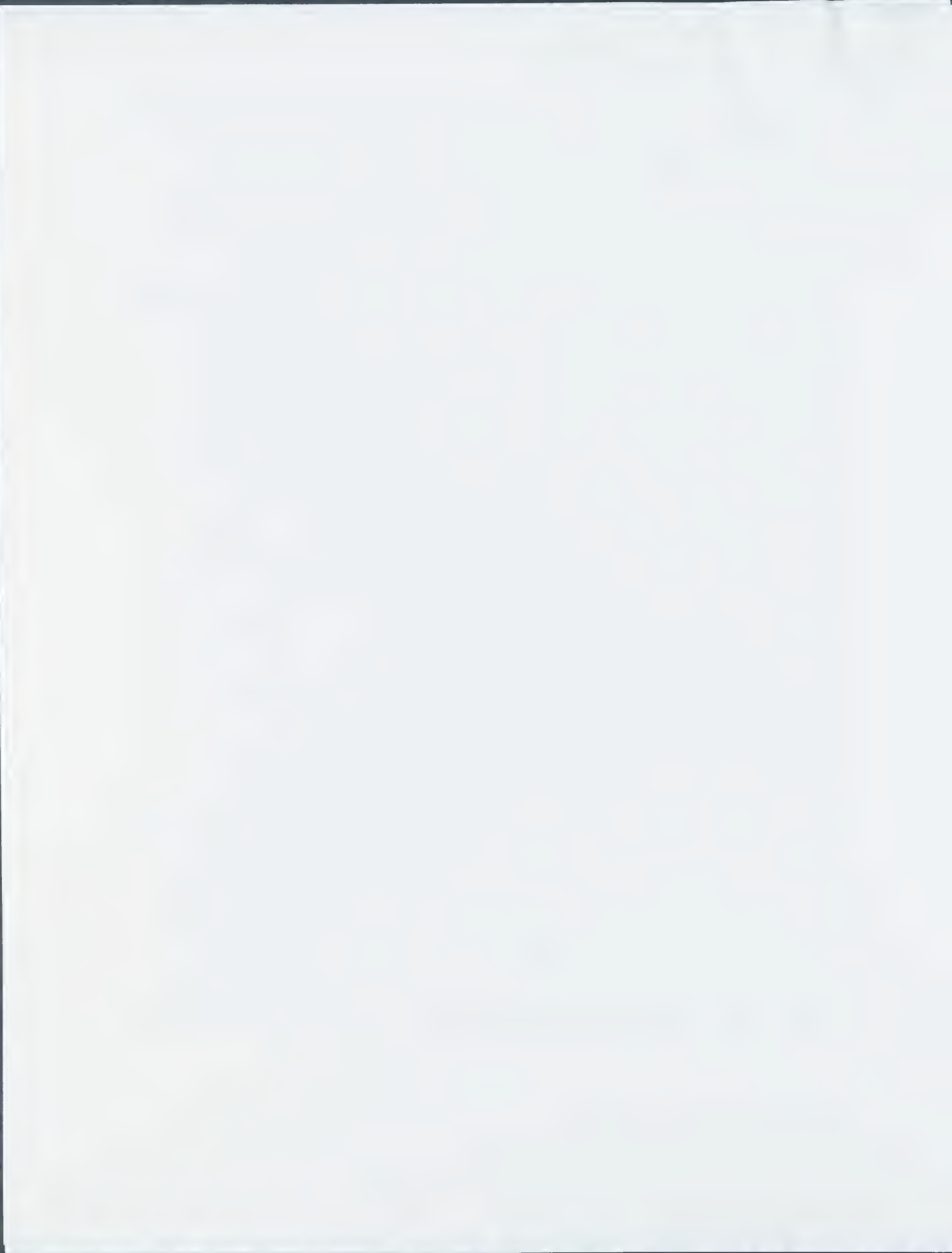
\_\_\_\_\_  
John Whalley



## Exhibit A

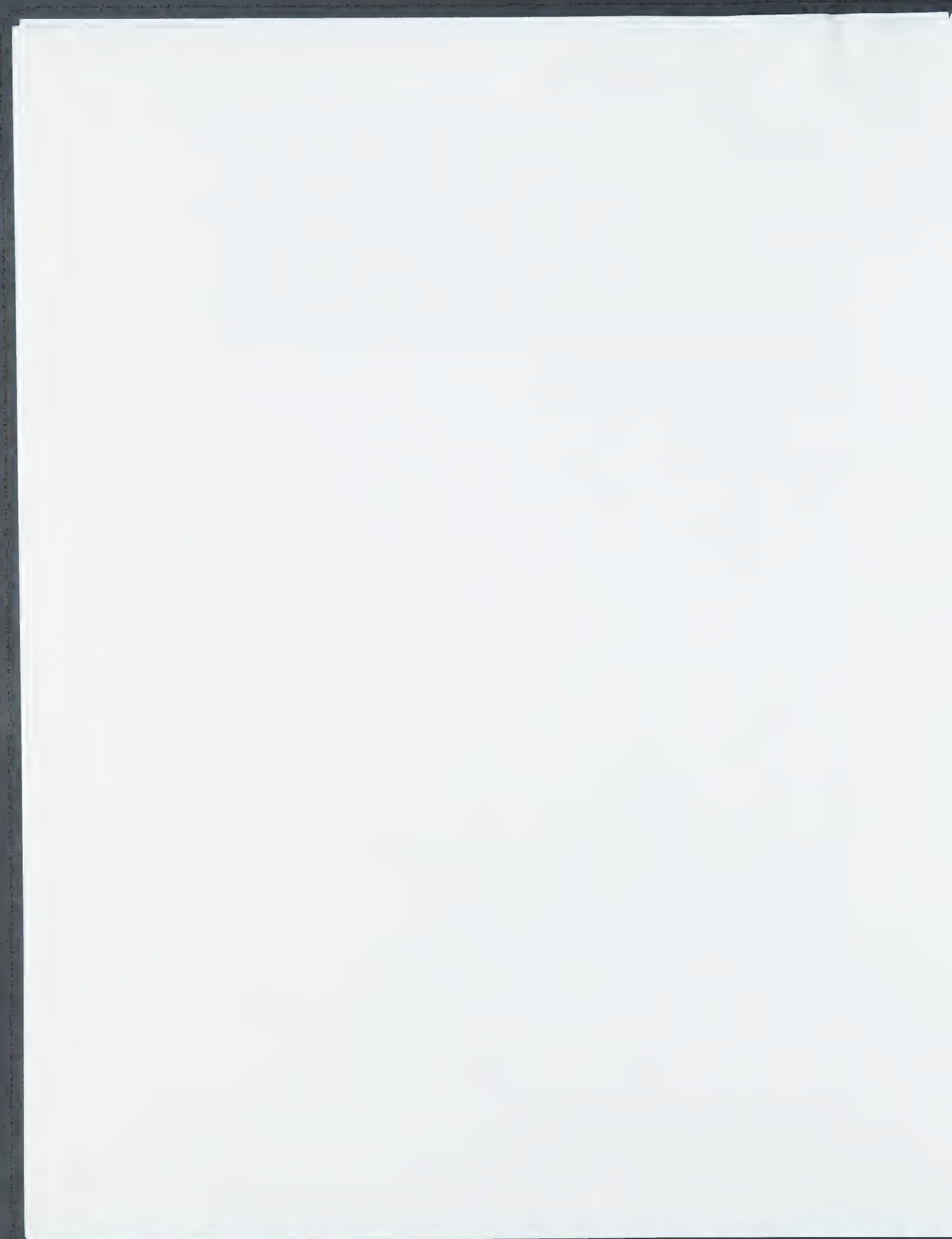
### Examples of How Paragraphs 7 and 8 Would Apply

(E.g., if by June 30, 1987, the end of the first twelve months, total purchase prices for all Artworks, including any credits for commissioned works, shall be \$30,000, Bader will pay to Whalley by July 30, 1987 \$6,000 or (a) \$30,000 less (b) \$24,000; if by June 30, 1988, the end of the second twelve months, purchases shall be an additional \$35,000 for a total of \$65,000 from the outset of the Agreement, by July 30, 1988 Bader will pay to Whalley \$8,600 or (a) \$65,000 less (b) \$24,000 plus \$6,000 plus \$26,400 or \$56,400; if by June 30, 1989, the end of the third twelve months, purchases shall be an additional \$15,000 for a total of \$80,000 from the outset of this Agreement, no additional payment would be due on July 30, 1989, inasmuch as (a) \$80,000 is less than (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 or \$93,800. If this Agreement terminates at the end of three years, Bader would be entitled to apply the \$13,500 excess paid by him as a credit against the purchase of Artworks which he had not previously elected to purchase but which are still owned by Whalley at the prices previously offered less dealer's discount and/or subsequently created Artworks at the prices to which he would have been entitled to purchase them had the Agreement continued. If this Agreement



continues for the first additional one-year term after the initial term and by June 30, 1990 purchases shall be an additional \$50,000 for a total of \$130,000 from the outset of the Agreement, Bader will pay Whalley by July 30, 1990 \$5,000 or (a) \$130,000 less (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 plus \$31,200 or \$125,000.





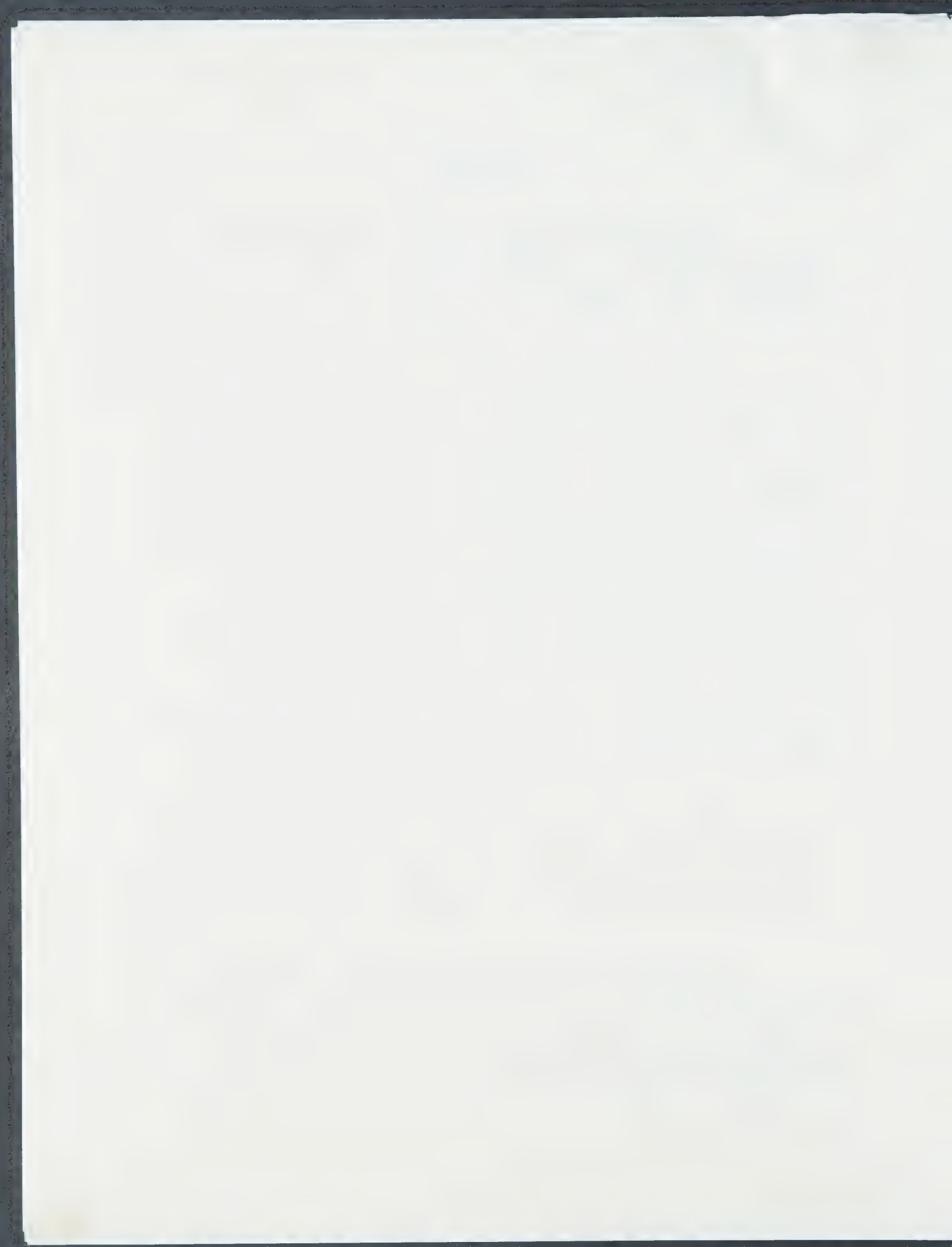
AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art. In order to do so, he is entering into this Agreement for an initial three (3) year term commencing July 1, 1986 and such additional one-year terms as may follow in accordance with paragraph 2, below, under which Bader will act as Whalley's exclusive sponsor, agent and dealer, provide a minimum regular income for Whalley, purchase for retention or resale such of the works of art produced by Whalley as Bader may select, and continue to promote Whalley's reputation as an artist.

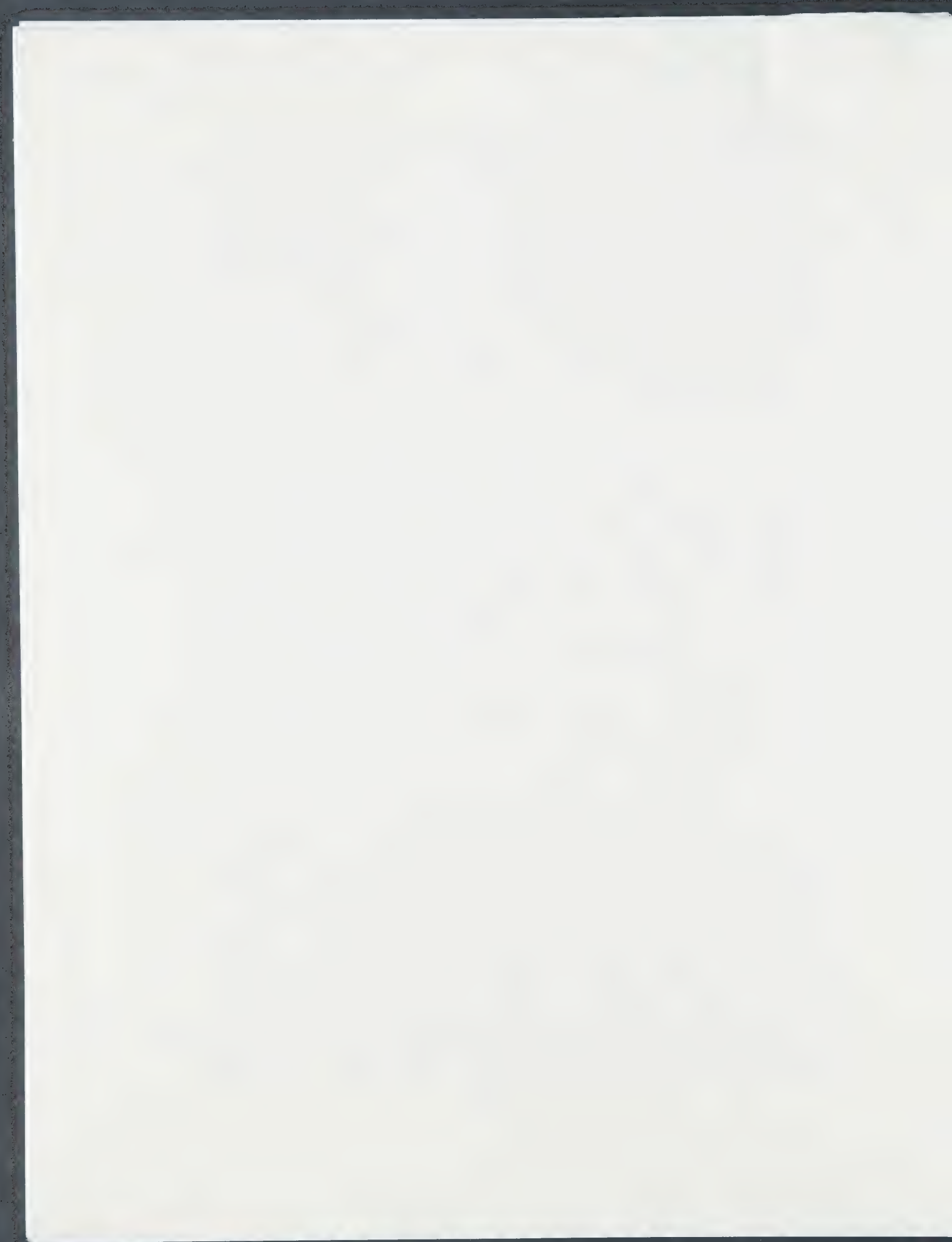
Now, therefore, for the period or periods of this Agreement as herein set forth, in consideration of the mutual agreements herein stated, it is agreed as follows:

1. Whalley will devote all of his income-producing time to producing works of art and Bader will pay to Whalley a retainer of Two Thousand Dollars (\$2,000) per month for the initial 12-month period of this Agreement, said retainer



to be increased by Two Hundred Dollars (\$200) per month for each 12-month period thereafter for which this Agreement continues (e.g., it will become \$2,200 per month for the 12-month period commencing July 1, 1987; \$2,400 per month for the 12-month period commencing July 1, 1988, etc.). Such retainer payment shall be applied against the purchase of Whalley's works of art by Bader, pursuant to the terms of this Agreement.

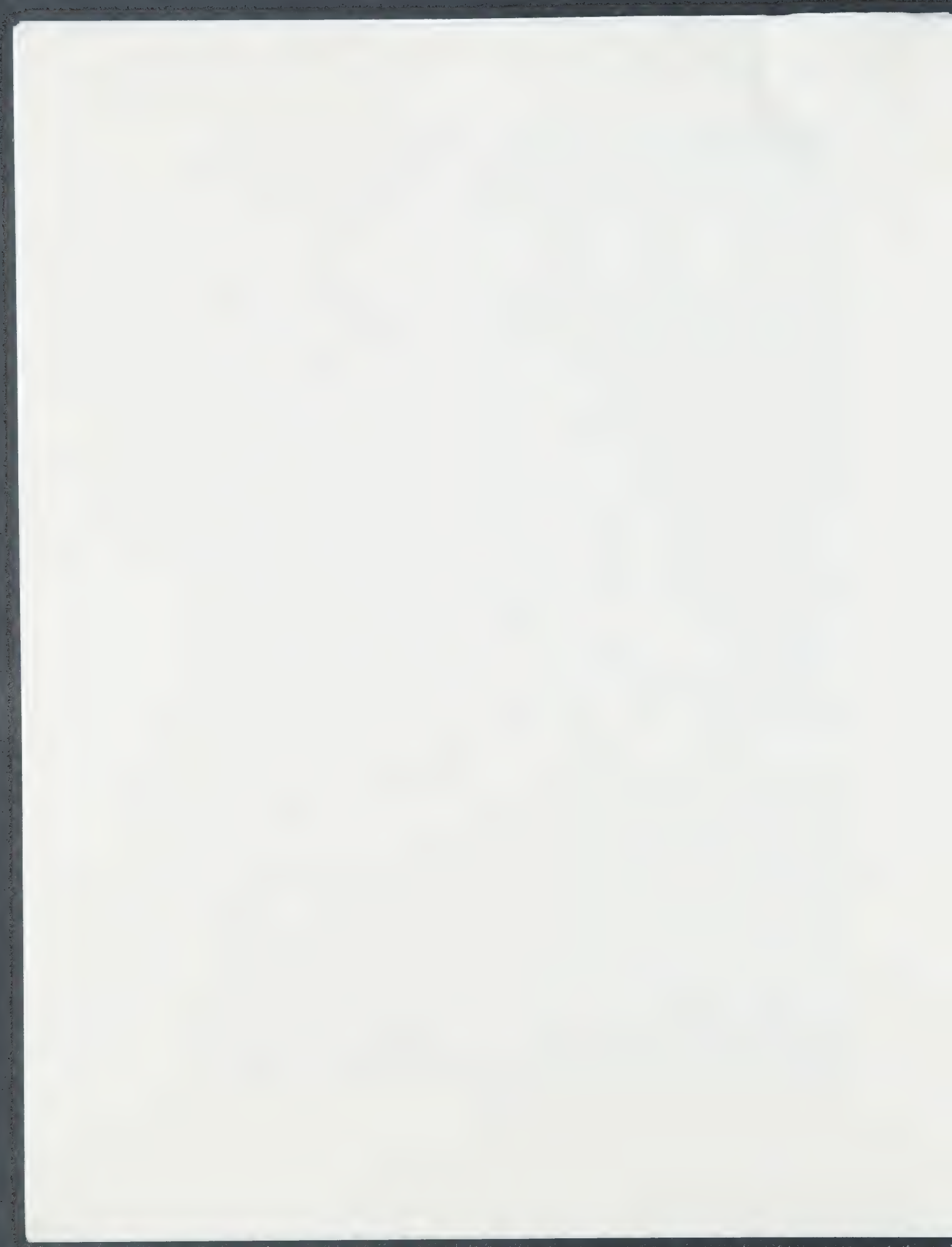
2. Bader will promote Whalley's works of art and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to arranging for shows or exhibitions, publications and/or the sale of some of the works of art purchased hereunder. The number and timing of such promotional efforts shall be in Bader's sole discretion. It is recognized by the parties that the major benefits of Bader's promotion, risk and investment in the sponsorship of Whalley will be likely to come, if at all, only after a significant period of time and, accordingly, to assure Bader of a reasonable opportunity to realize such benefits this Agreement shall continue from year to year after the initial three (3) year term for an additional five (5) one-year terms, unless Bader shall give written notice at least ninety (90) days prior to the expiration of the initial term or any term thereafter that the Agreement shall terminate at the end of that term, and, if no such





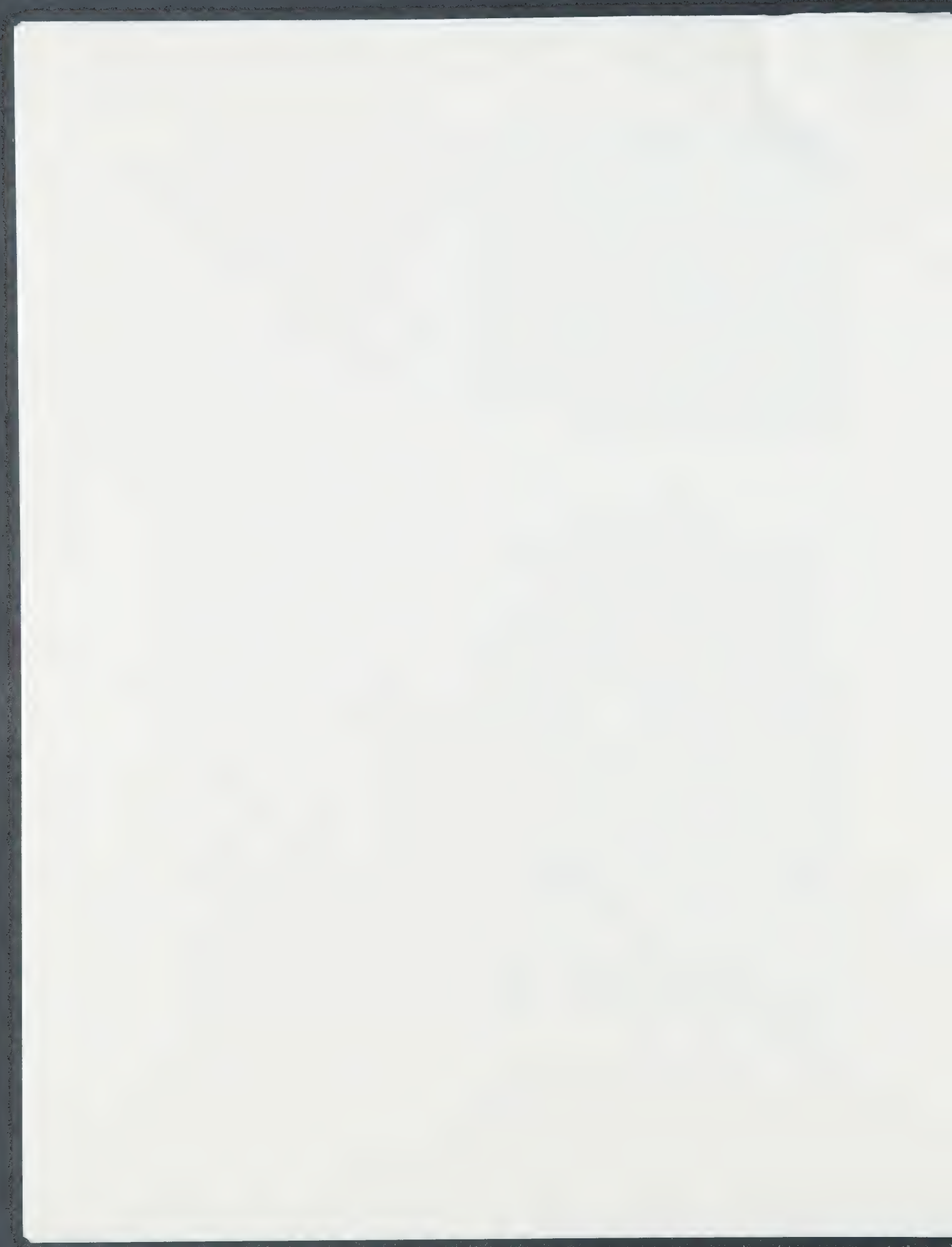
notice of termination is given, the parties will, prior to the expiration of the last term, negotiate in good faith the terms and conditions of a further extension.

3. Bader shall be the exclusive sponsor, agent and dealer for Whalley and the sale of Whalley's works. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley and owned by him at the commencement of this Agreement and each work created by him during the period of this agreement at the retail price quoted by Whalley minus a dealer's discount of thirty percent (30%). During the initial 12-month period such quoted retail prices shall not exceed \$\_\_\_\_\_ per oil painting, \$\_\_\_\_\_ per pencil drawing, \$\_\_\_\_\_ per tempera or \$\_\_\_\_\_ per water color; for each subsequent 12-month period during which this Agreement continues, said maximum quoted retail price shall increase by \$\_\_\_\_\_, \$\_\_\_\_\_, \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively (e.g., for the 12-month period commencing July 1, 1987 the quoted retail price per oil painting shall not exceed \$\_\_\_\_\_, per pencil drawing \$\_\_\_\_\_, per tempera \$\_\_\_\_\_, per water color \$\_\_\_\_\_; for the 12-month period commencing July 1, 1988, the quoted retail price per oil painting shall not exceed \$\_\_\_\_\_, per pencil drawing \$\_\_\_\_\_, per tempera \$\_\_\_\_\_, per water color \$\_\_\_\_\_, etc.) If Whalley produces works of art in any other media, the parties will agree upon an



appropriate maximum retail price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall establish. The retail prices quoted to Bader for any of the works purchased by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

4. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each work of art completed by him and owned by him at the commencement of this Agreement and each such work created by him thereafter by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such work to any third party until Bader shall have ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's first right shall continue thereafter so long as Whalley continues to own such work, subject only to Whalley's right to sell any work which Bader does not elect to purchase within said ninety (90) day period at retail in accordance with paragraph 5, below.

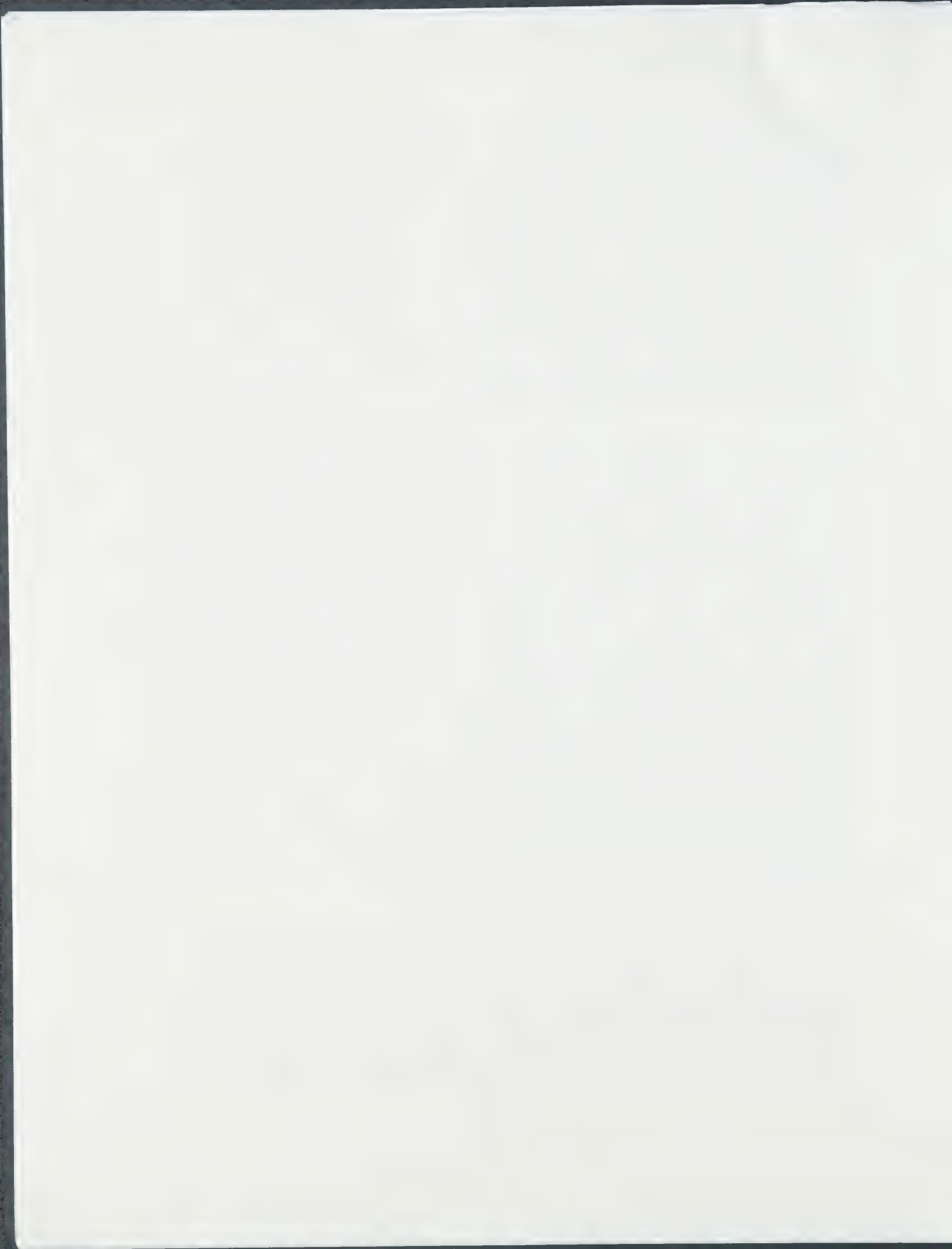


5. Whalley may sell at retail any work of art which shall have been offered to Bader but which Bader shall not have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 4, provided, however that Whalley will not sell or offer any such work at any price less than the retail price quoted to Bader under paragraph 4, without first re-offering the same to Bader at such lower retail price minus the dealer discount.

6. Except as otherwise permitted under paragraph 5, above, Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his works, including inquiries for any specially ordered or commissioned work. If Whalley elects to do any such specially ordered or commissioned work, the retail price for same may be determined by agreement between the purchaser and Whalley, the work shall be sold and invoiced by Bader to said purchaser at said retail price and Whalley shall be credited with seventy percent (70%) of the amount actually received therefor by Bader and accounted for at the next annual accounting after payment by the purchaser to Bader.

7. Within thirty (30) days after the end of each 12-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices at wholesale of all works purchased from Whalley

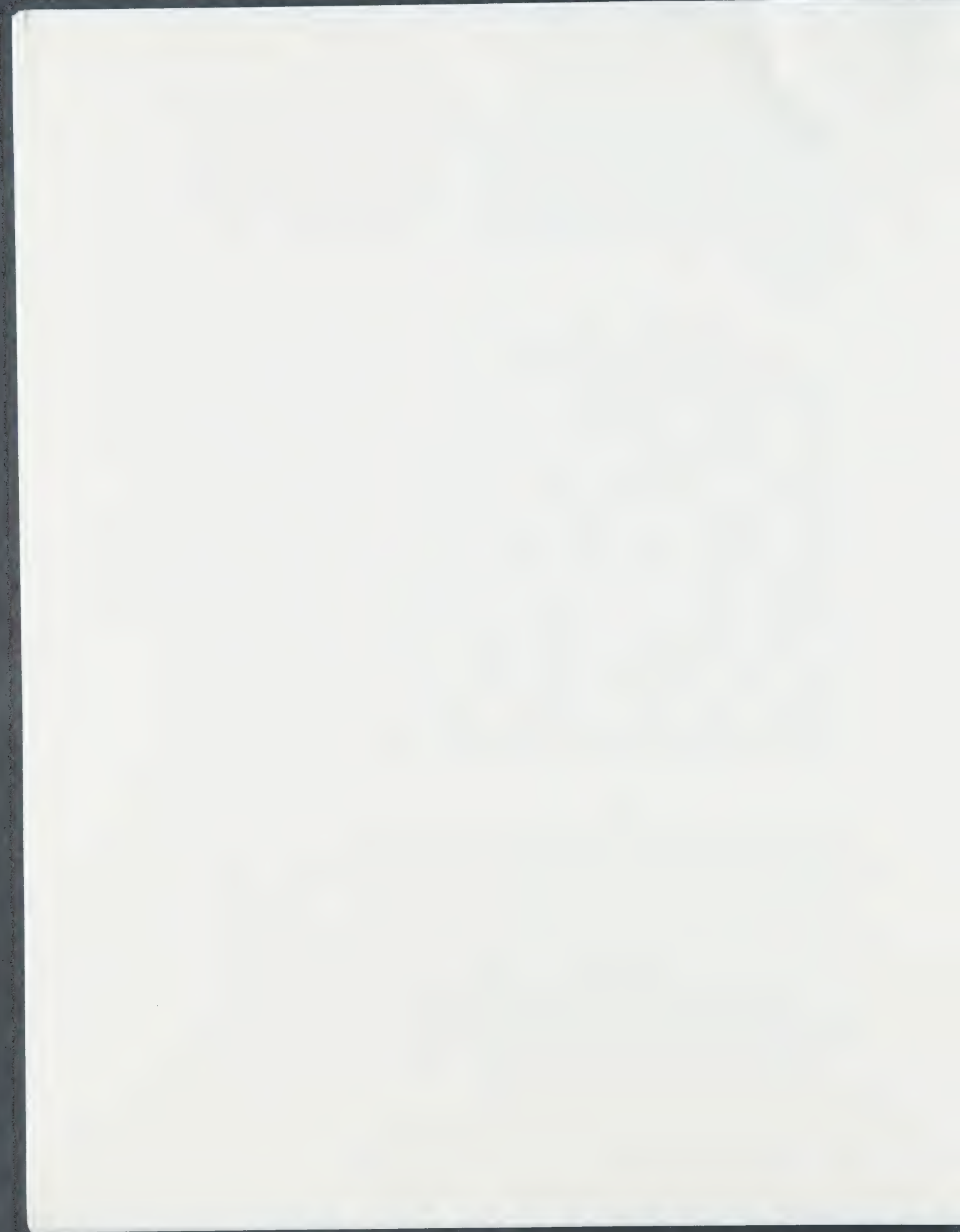




by Bader from the date of this contract to the end of said 12-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

8. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader exceeds the total due Whalley for purchases made by Bader through the period of this Agreement, Bader shall have a right of first refusal on all works created by and still owned by Whalley on the basis previously offered and on all subsequently created works of art created by Whalley at the same price as would have been available had the Agreement continued, until such excess shall have been fully utilized as a credit against those works he elects to purchase. However, Whalley shall not be obligated to refund any money to Bader.

9. If, while this Agreement remains in force Whalley dies or becomes disabled from continuing to create works of art in substantially the same manner and extent as at the time of the execution of this Agreement, Bader's obligation to make retainer payments shall terminate and, to the extent of any excess of payments theretofore made by Bader to Whalley over purchases made during the duration



of this Agreement, Bader shall have a first right to select and purchase any of Whalley's works of art then owned by Whalley, his heirs or estate and apply said excess toward the purchase thereof on the same terms as set forth in paragraph 8.

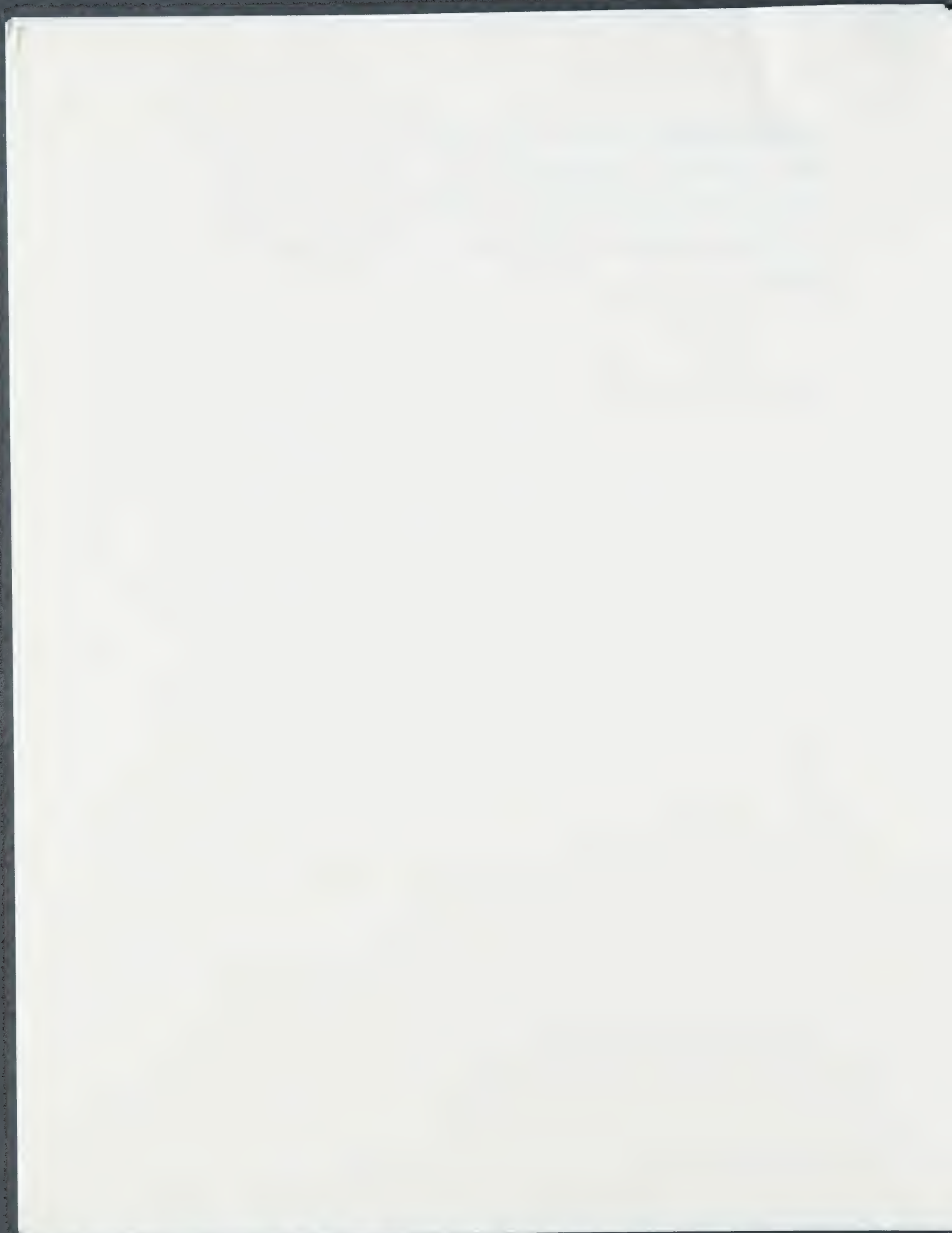
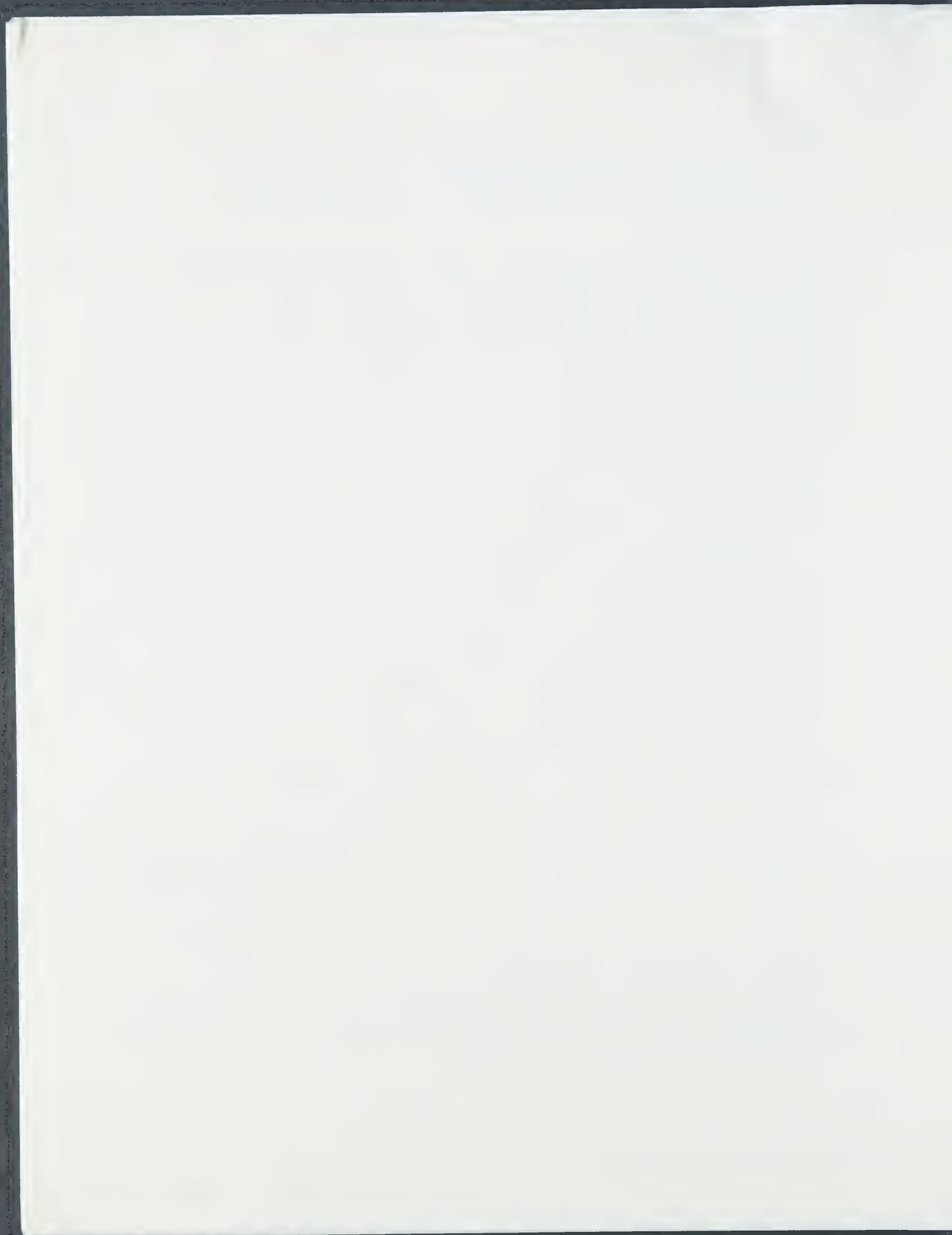




Exhibit A

Examples of How Paragraphs 7 and 8 Would Apply

(E.g., if by June 30, 1987, the end of the first twelve months, total purchase prices for all works of art, including any credits for commissioned works, shall be \$30,000, Bader will pay to Whalley by July 30, 1987 \$6,000 or (a) \$30,000 less (b) \$24,000; if by June 30, 1988, the end of the second twelve months, purchases shall be an additional \$35,000 for a total of \$65,000 from the outset of the Agreement, by July 30, 1988 Bader will pay to Whalley \$8,600 or (a) \$65,000 less (b) \$24,000 plus \$6,000 plus \$26,400 or \$56,400; if by June 30, 1989, the end of the third twelve months, purchases shall be an additional \$15,000 for a total of \$80,000 from the outset of this Agreement, no additional payment would be due on July 30, 1989, inasmuch as (a) \$80,000 is less than (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 or \$93,800. If this Agreement terminates at the end of three years, Bader would be entitled to apply the \$13,500 excess paid by him as a credit against the purchase of works of art which he had not previously elected to purchase but which are still owned by Whalley at the prices previously offered less dealer's discount and/or subsequently created works of art at the prices to which he would have been entitled to purchase them had the Agreement continued. If this Agreement



continues for the first additional one-year term after the initial term and by June 30, 1990 purchases shall be an additional \$50,000 for a total of \$130,000 from the outset of the Agreement, Bader will pay Whalley by July 30, 1990 \$5,000 or (a) \$130,000 less (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 plus \$31,200 or \$125,000.



**FOLEY & LARDNER**  
777 EAST WISCONSIN AVE.  
MILWAUKEE, WIS. 53202

TEL. 414-271-2400

Date 2/4/86

From: MARVIN E. KLITSNER

To: Alfred R. Bader

Dear Alfred:

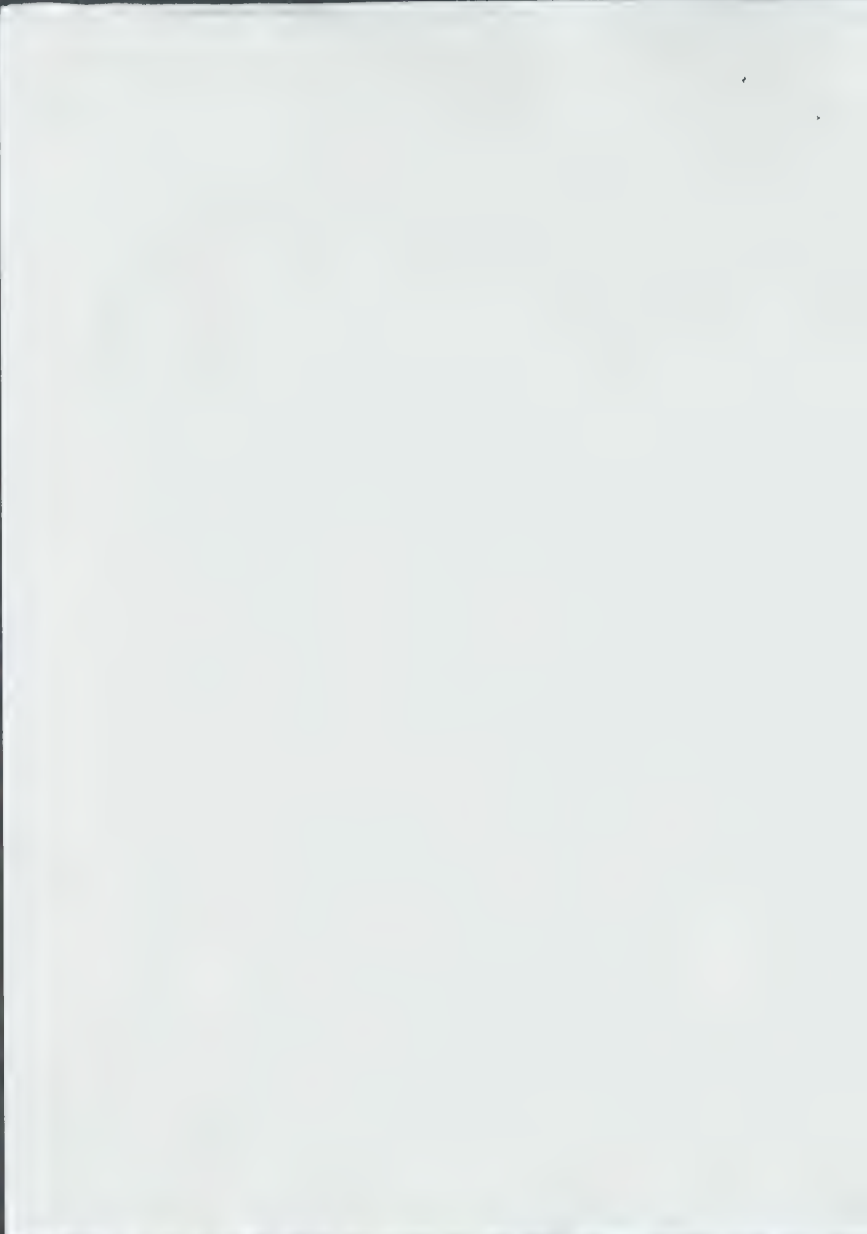
Enclosed is a revised draft of the Whalley agreement. This combines in paragraph 6 what was previously reflected in paragraphs 6 and 7, making the change you suggested. This also called for a few verbal changes in paragraphs 7, 8 and 9 and in Exhibit A.

Best regards.



Enclosure







# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

February 7, 1986

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John:

As promised, please find enclosed a draft of our agreement.

I will call you in a couple of weeks to discuss.

Please do send me slides of your recent work, as soon as possible.

Best personal regards to you and the family.

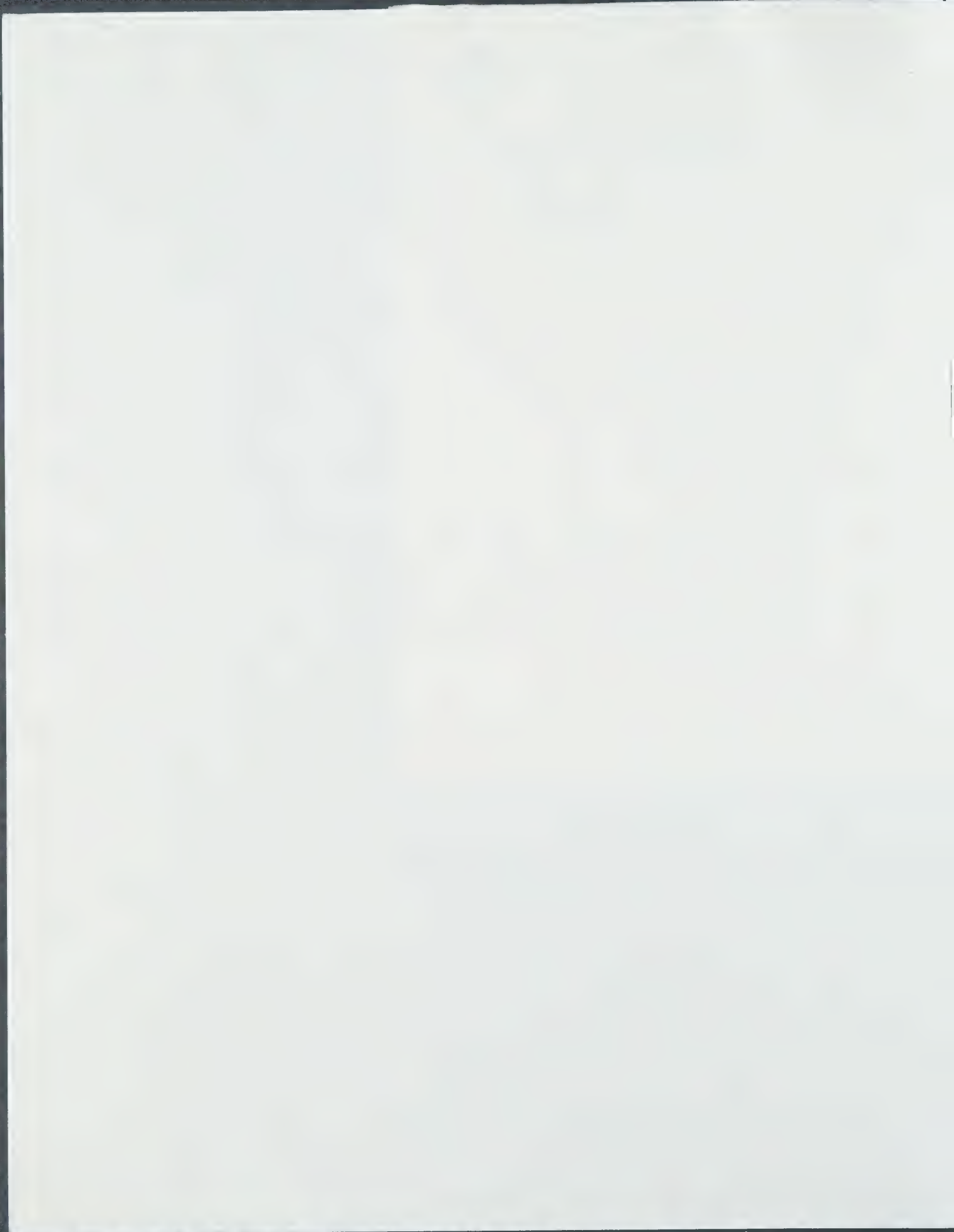
As always,

Alfred Bader

AB:mmh

Enclosure

*See 394-5434*  
*Tel. 2/17/86*  
*alc*



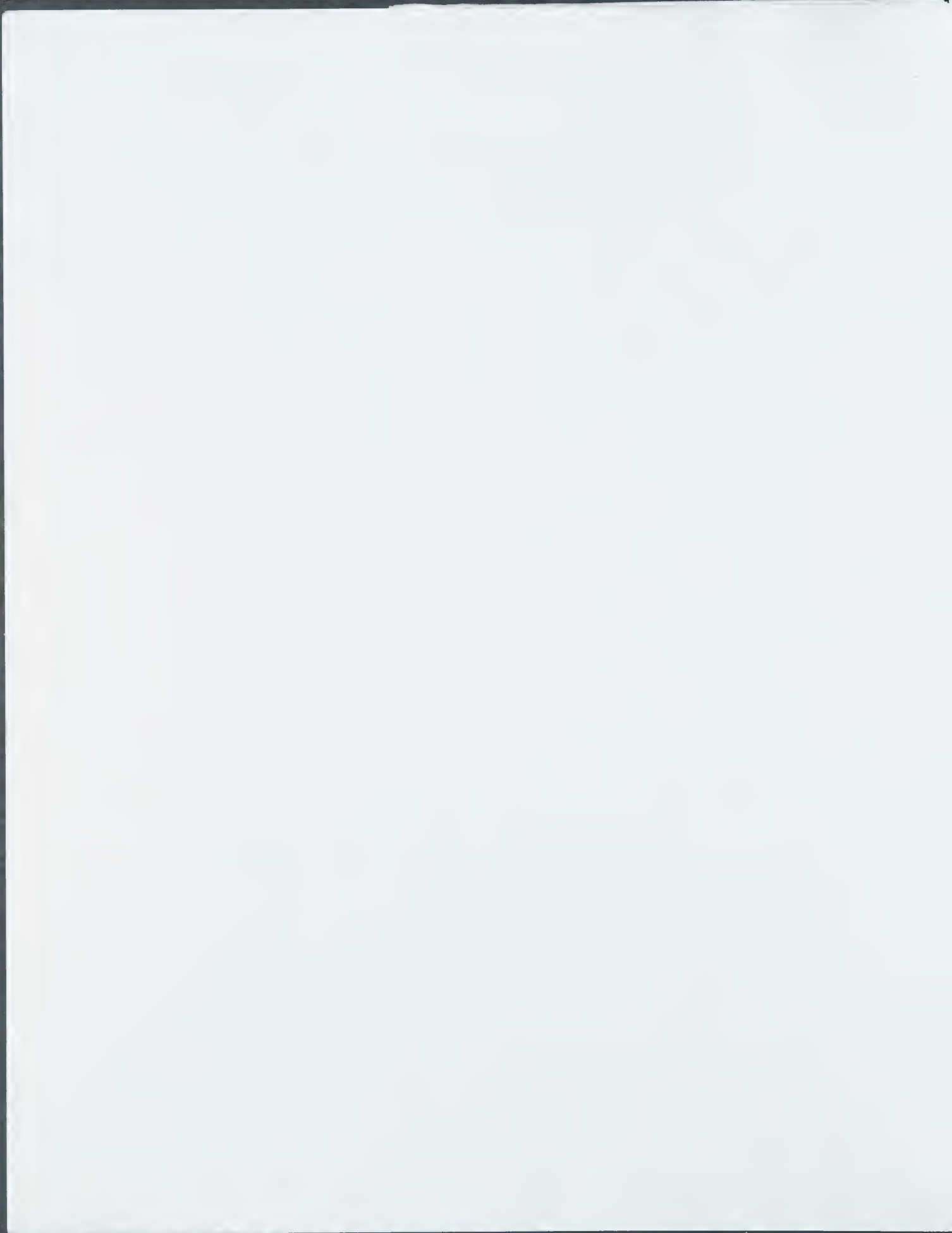
## AGREEMENT

This Agreement made by and between John Whalley (Whalley) and the Alfred Bader Fine Arts Division of B. & K. Enterprises, Inc. (Bader).

Whalley is desirous of terminating his teaching assignments to enable him to devote full time to creating works of art (Artworks). In order to do so, he is entering into this Agreement for an initial three (3) year term commencing July 1, 1986 and such additional one-year terms as may follow in accordance with paragraph 2, below, under which Bader will act as Whalley's exclusive sponsor, agent and dealer, provide a minimum regular income for Whalley, purchase for retention or resale such of the Artworks produced by Whalley as Bader may select, and continue to promote Whalley's reputation as an artist.

Now, therefore, for the period or periods of this Agreement as herein set forth, in consideration of the mutual agreements herein stated, it is agreed as follows:

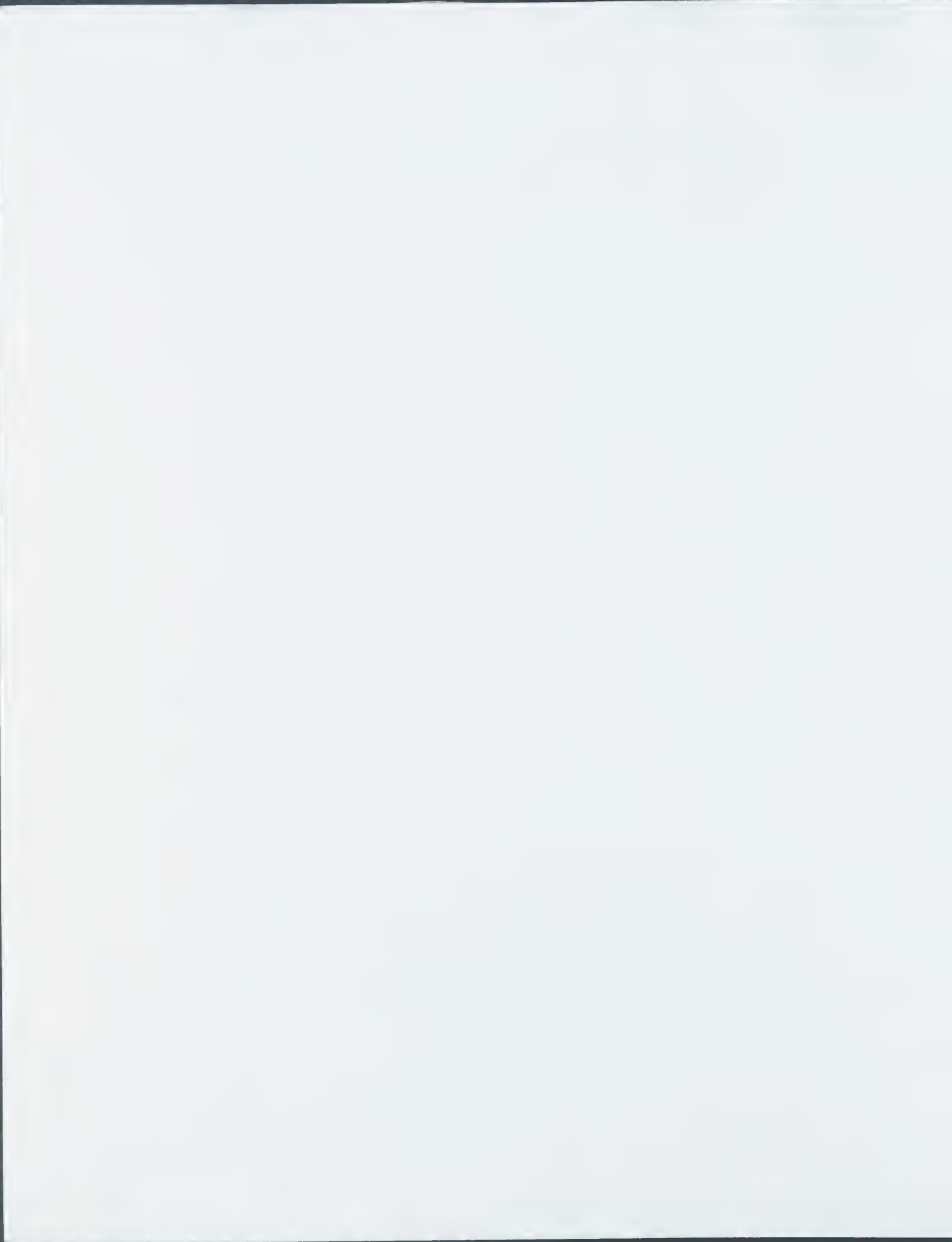
1. Whalley will devote all of his income-producing time to producing Artworks and Bader will pay to Whalley a retainer of Two Thousand Dollars (\$2,000) per month for the initial 12-month period of this Agreement, said retainer to be increased by Two Hundred Dollars (\$200) per month for each 12-month period thereafter for which this Agreement continues (e.g., it will become \$2,200 per month for the 12-month period commencing July 1, 1987; \$2,400 per month for the 12-month period commencing July 1, 1988, etc.).





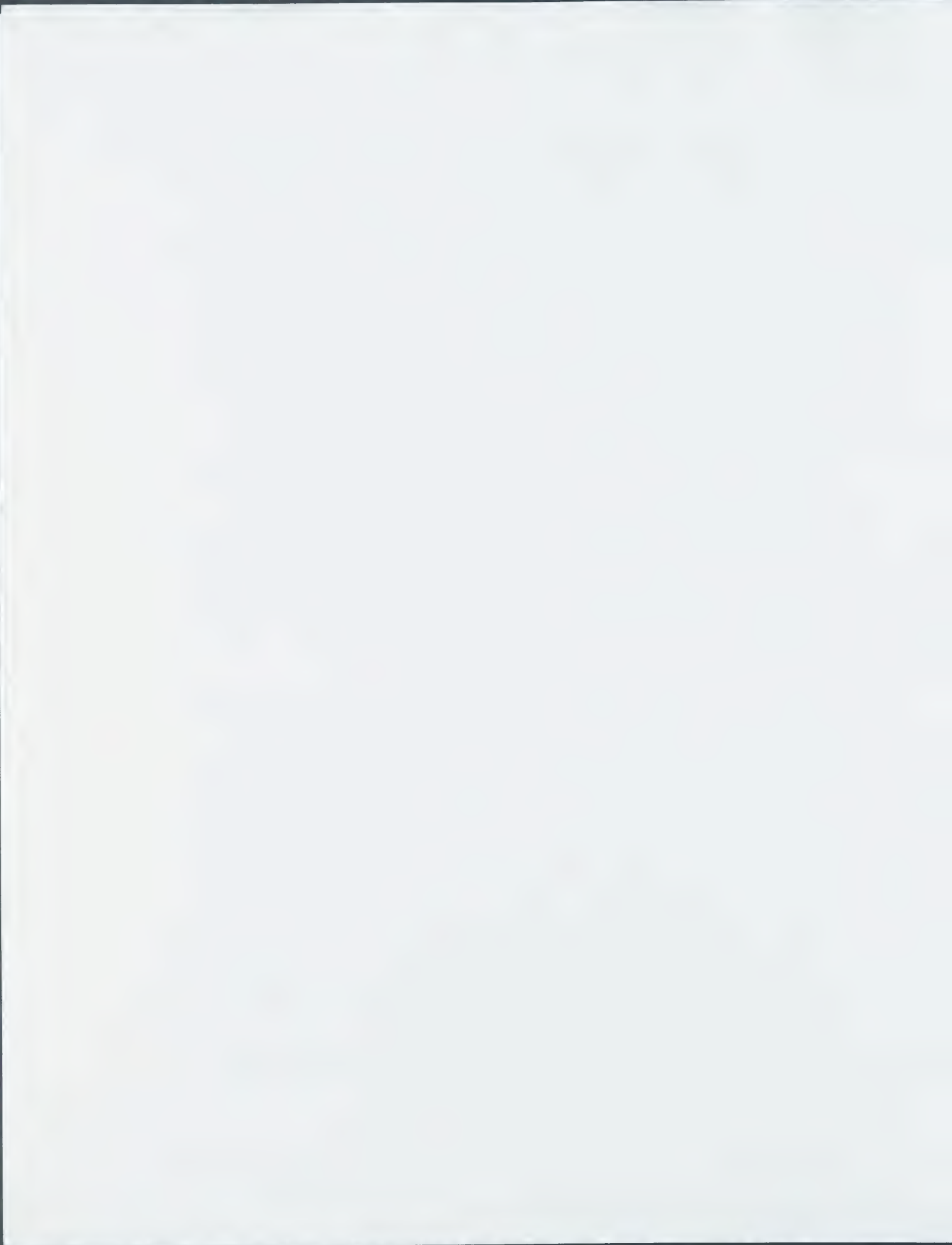
Such retainer payment shall be applied against the purchase of Whalley's Artworks by Bader, pursuant to the terms of this Agreement.

2. Bader will promote Whalley's Artworks and his reputation as an artist by such appropriate means as Bader shall determine, including but not limited to arranging for shows or exhibitions, publications and/or the sale of some of the Artworks purchased hereunder. The number and timing of such promotional efforts shall be in Bader's sole discretion. Notwithstanding the provisions of paragraph 10, below, such promotional efforts may include Bader's reproducing and distributing reproductions of Artworks purchased by him, with or without charge, as he may determine and the making available by Bader to Aldrich Chemical Company, Inc. of any of the Artworks purchased by him hereunder for reproduction on Aldrich catalog covers and/or the further reproduction and distribution by Aldrich of any Artworks used for such catalog covers. Whalley recognizes that should any of his Artworks be accepted by Aldrich for such catalog covers, reproduction and/or distribution that would be of substantial additional value in promoting his reputation as an artist and, accordingly, he hereby authorizes Bader to permit such Aldrich reproduction and distribution without any further express license or charge to Aldrich.



3. It is recognized by the parties that the major benefits of Bader's promotion, risk and investment in the sponsorship of Whalley will be likely to come, if at all, only after a significant period of time and, accordingly, to assure Bader of a reasonable opportunity to realize such benefits this Agreement shall continue from year to year after the initial three (3) year term for an additional five (5) one-year terms, unless Bader shall give written notice at least ninety (90) days prior to the expiration of the initial term or any term thereafter that the Agreement shall terminate at the end of that term, and, if no such notice of termination is given, the parties will, prior to the expiration of the last term, negotiate in good faith the terms and conditions of a further extension.

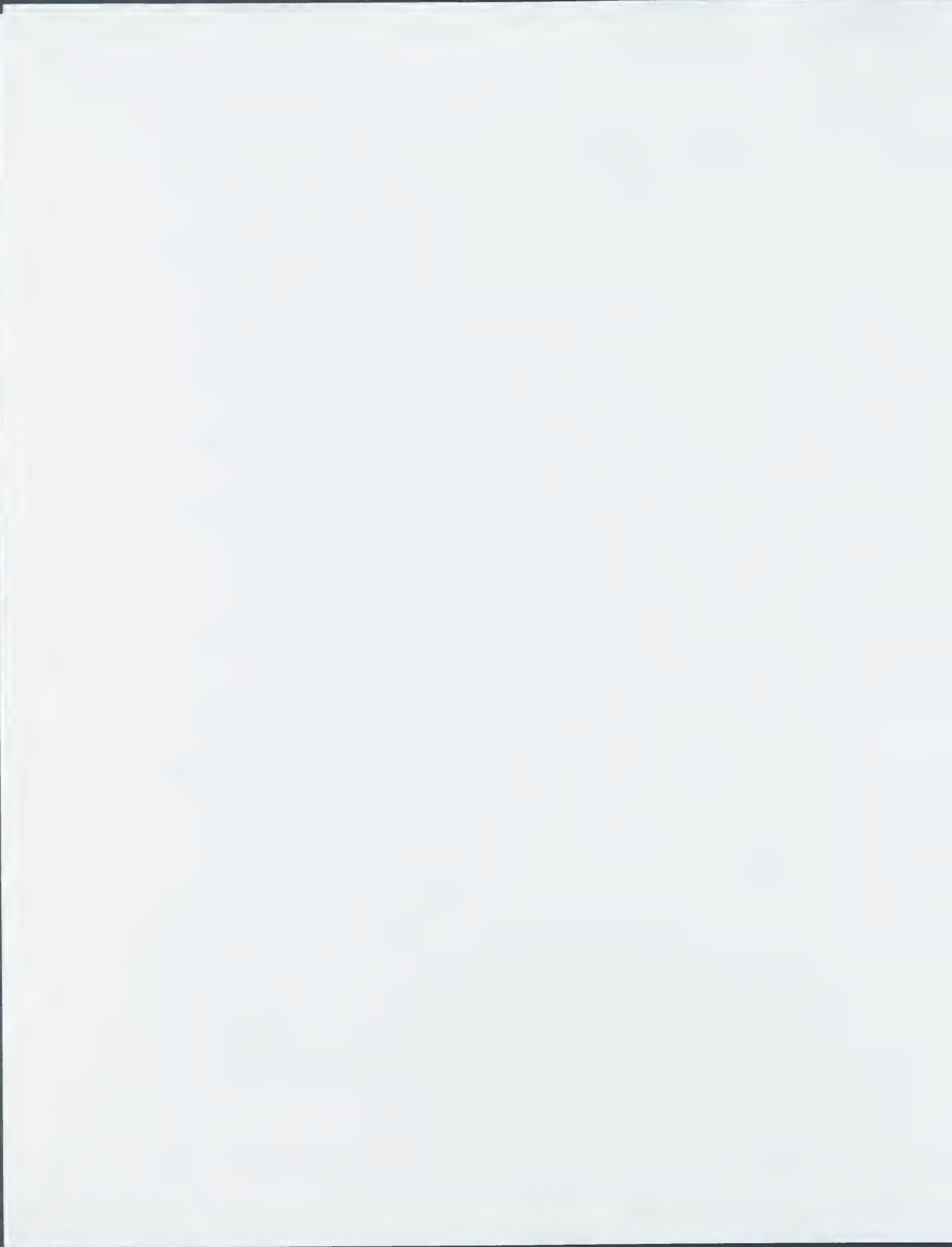
4. Bader shall be the exclusive sponsor, agent and dealer for Whalley and the sale of Whalley's works. Whalley hereby gives Bader a right of first refusal with respect to each work of art created by Whalley and owned by him at the commencement of this Agreement and each work created by him during the period of this agreement at the retail price quoted by Whalley minus a dealer's discount of thirty percent (30%). During the initial 12-month period such quoted retail prices shall not exceed \$3,000 per Egg Tempura Painting, \$2,200 per Oil Painting, \$1,800 per Watercolor/Drybrush Painting or \$1,200 per Drawing; for



each subsequent 12-month period during which this Agreement continues, said maximum quoted retail price shall increase by \$300, \$200, \$200 and \$100, respectively (e.g., for the 12-month period commencing July 1, 1987 the quoted retail price per oil painting shall not exceed \$3,300 per Egg Tempora Painting, \$2,400 per Oil Painting, \$2,000 per Watercolor/Drybrush Painting, and \$1,300 per Drawing; for the 12-month period commencing July 1, 1988, the quoted retail price shall not exceed \$3,600 per Egg Tempora Painting, per \$2,600 per Oil Painting, \$2,200 per Watercolor and \$1,400 per Drawing, etc.) If Whalley produces Artworks in any other media, the parties will agree upon an appropriate maximum retail price applicable to such media. The prices indicated above are maximums only and it is anticipated that some of the works produced by Whalley will have a lesser value or reflect less time or effort of Whalley and, accordingly, will be quoted at such lower prices as Whalley, in his sole discretion, shall establish. The retail prices quoted to Bader for any of the Artworks purchased by Bader will not be binding on Bader, who may in his discretion resell them at lower or higher prices.

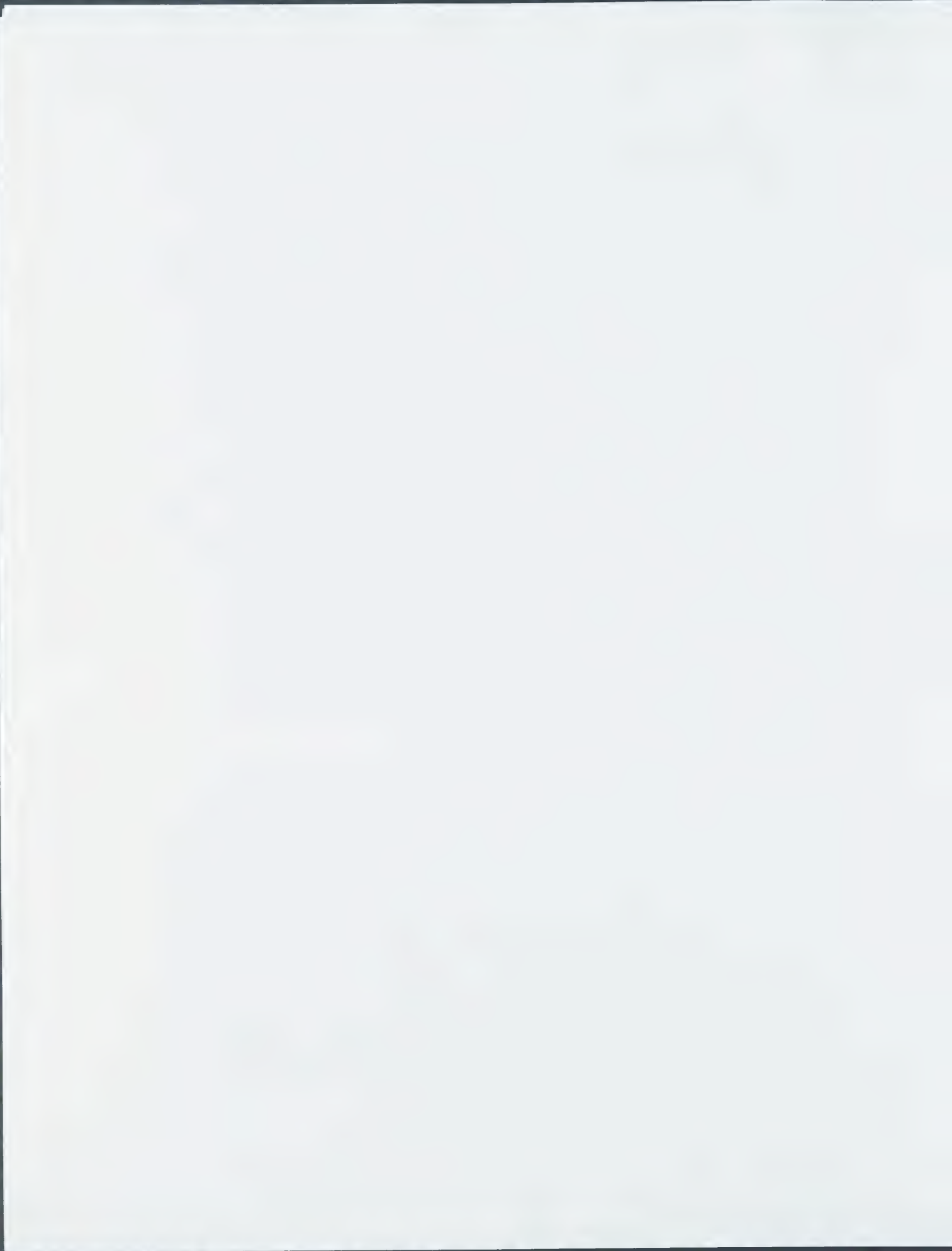
5. Whalley will offer to Bader at the quoted retail price minus the dealer's discount each item of Artwork created by him prior to the commencement of this Agreement and still owned by him and each such work completed by him during the term or terms of this Agreement, and shall continue to offer





such Artworks and any created after the last term of this Agreement on the same terms until all the purchase prices of Artworks purchased by Bader shall equal the total of all sums paid to Whalley by Bader including all retainer payments. Such offers shall be made by submitting a slide thereof with the quoted retail price with each slide within sixty (60) days after July 1, 1986 or after completion, whichever shall be later. Whalley will not offer any such Artwork to any third party until Bader shall have had ninety (90) days after receipt of each such offer within which to elect to accept such offer. Bader's right to purchase any such Artwork shall continue so long as Whalley continues to own such Artwork, subject only to Whalley's right, without further notice to Bader, to sell at the previously quoted retail price, or more, in accordance with paragraph 6, below, any Artwork which Bader does not elect to purchase within said ninety (90) day period.

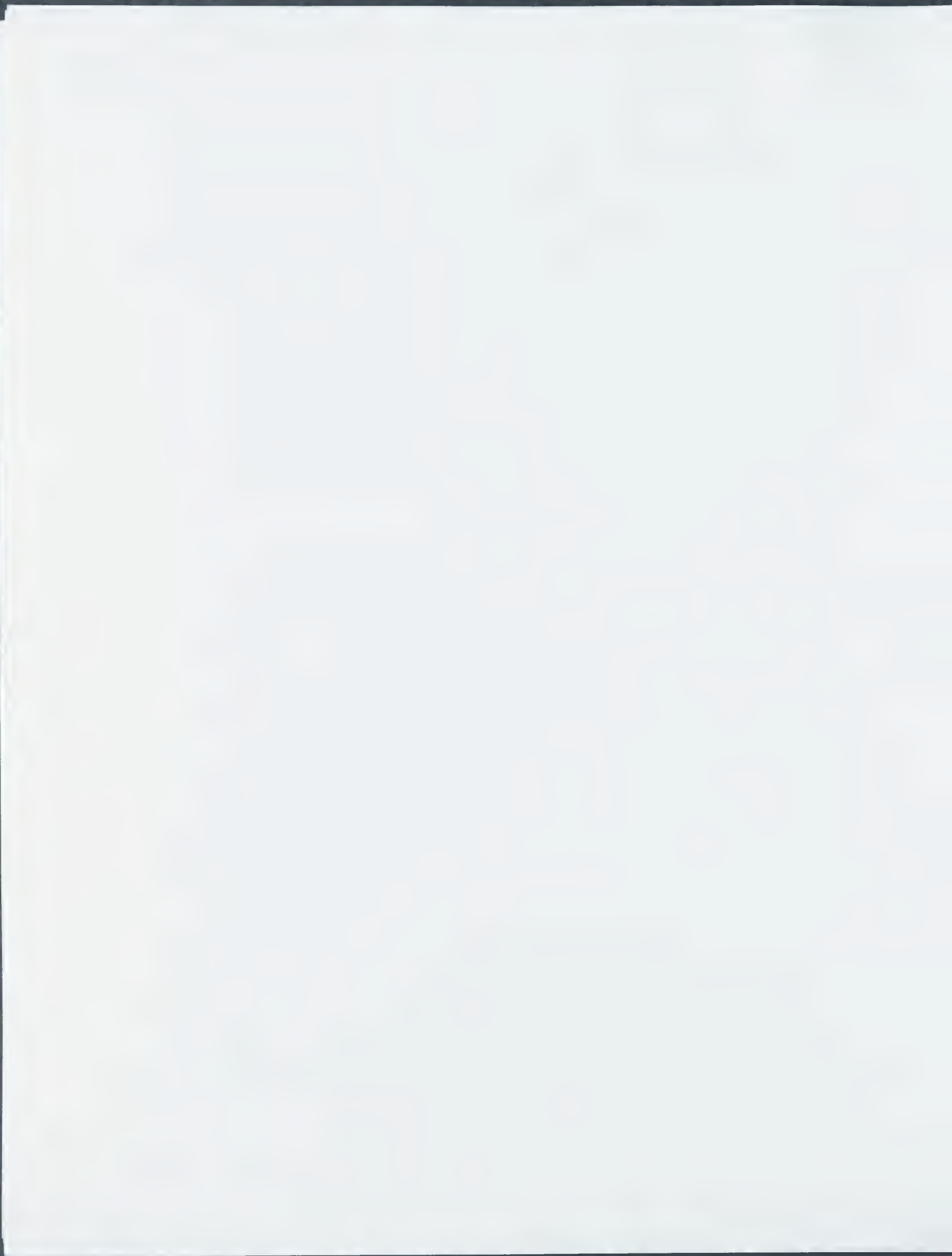
6. Whalley will refer to his exclusive dealer (Bader) any inquiries from potential purchasers of his Artworks, except that (i) Whalley may sell at retail any Artwork which shall have been offered to Bader but which Bader shall not have elected to purchase within ninety (90) days of receipt of the offer as provided in paragraph 5, above, provided, however that Whalley will not sell or offer any such Artwork at any price less than the retail price quoted to Bader under said paragraph 5, without first re-offering the



same to Bader at such lower retail price minus the dealer discount; and (ii) Whalley may sell at retail any specially ordered or commissioned work, at a retail price to be determined by agreement between the purchaser and Whalley, provided further that Whalley shall advise Bader of the identity of any Artwork sold at retail under (i) and/or (ii) of this paragraph, of the name of the purchaser and the purchase price, and of the date of the sale, and Bader shall receive a credit of 30% of the selling price of any such Artworks against the next payment or payments to be made by Bader under the Agreement.

7. Within thirty (30) days after the end of each 12-month period from the date hereof, Bader shall pay to Whalley the excess, if any, of (a) the total of the purchase prices at wholesale of all Artworks purchased from Whalley by Bader from the date of this contract to the end of said 12-month period over (b) the total of all retainer and other amounts paid by Bader to Whalley and all amounts credited to Bader pursuant to paragraph 6, above, from the date of this Agreement to the end of said 12-month period. (See Exhibit A for examples.)

8. Upon termination of this Agreement, retainer payments shall cease and if the total of all retainer and other amounts theretofore paid to Whalley by Bader and all amounts credited to Bader pursuant to paragraph 6, above, exceeds the total of all purchases made by Bader from Whalley

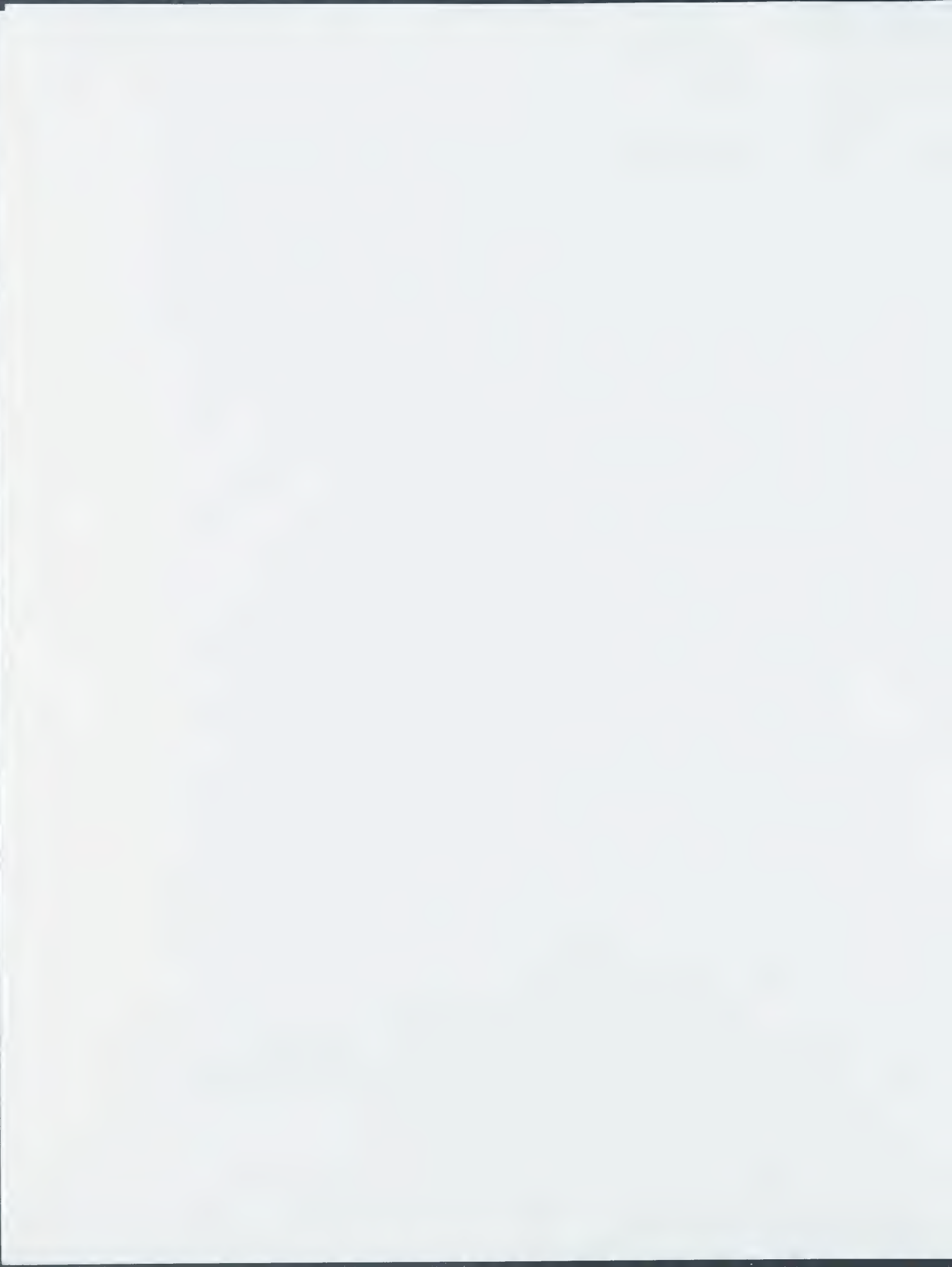




through the period of this Agreement, Bader shall have a right of first refusal on all Artworks created by and still owned by Whalley on the basis previously offered and on all subsequent Artworks created by Whalley at the same price as would have been available had the Agreement continued, until such excess shall have been fully utilized as a credit against those Artworks which Bader subsequently elects to purchase. In consideration for compliance with the foregoing, Whalley shall not be obligated to refund any money to Bader.

9. If, while this Agreement remains in force Whalley dies or becomes disabled from continuing to create Artworks in substantially the same manner and extent as at the time of the execution of this Agreement, Bader's obligation to make retainer payments shall terminate and, to the extent of any excess of payments theretofore made and credits received by Bader over purchases ~~theretofore~~ made during the duration of this Agreement, Bader shall have a first right to select and purchase any of Whalley's Artworks then owned by Whalley, his heirs or estate on the same terms as set forth in paragraph 7 and apply said excess toward the purchase thereof. In consideration for compliance with the foregoing, Whalley's heirs or estate shall not be obligated to refund any money to Bader.

10. Whalley reserves all rights to the reproduction of the Artworks except as provided in paragraph 2, above. Bader may arrange to have the Artworks photographed



and reproduced and to publicize and promote the Artworks through means referred to in paragraph 2, above, and any other means deemed appropriate by Bader. In each instance of such use, Whalley shall be acknowledged as the creator and copyright owner of the Artwork. Bader shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the artist."

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 1986.

B. & K. ENTERPRISES, INC.  
Alfred R. Bader Fine Arts Division

By \_\_\_\_\_  
Alfred R. Bader, President

\_\_\_\_\_  
John Whalley

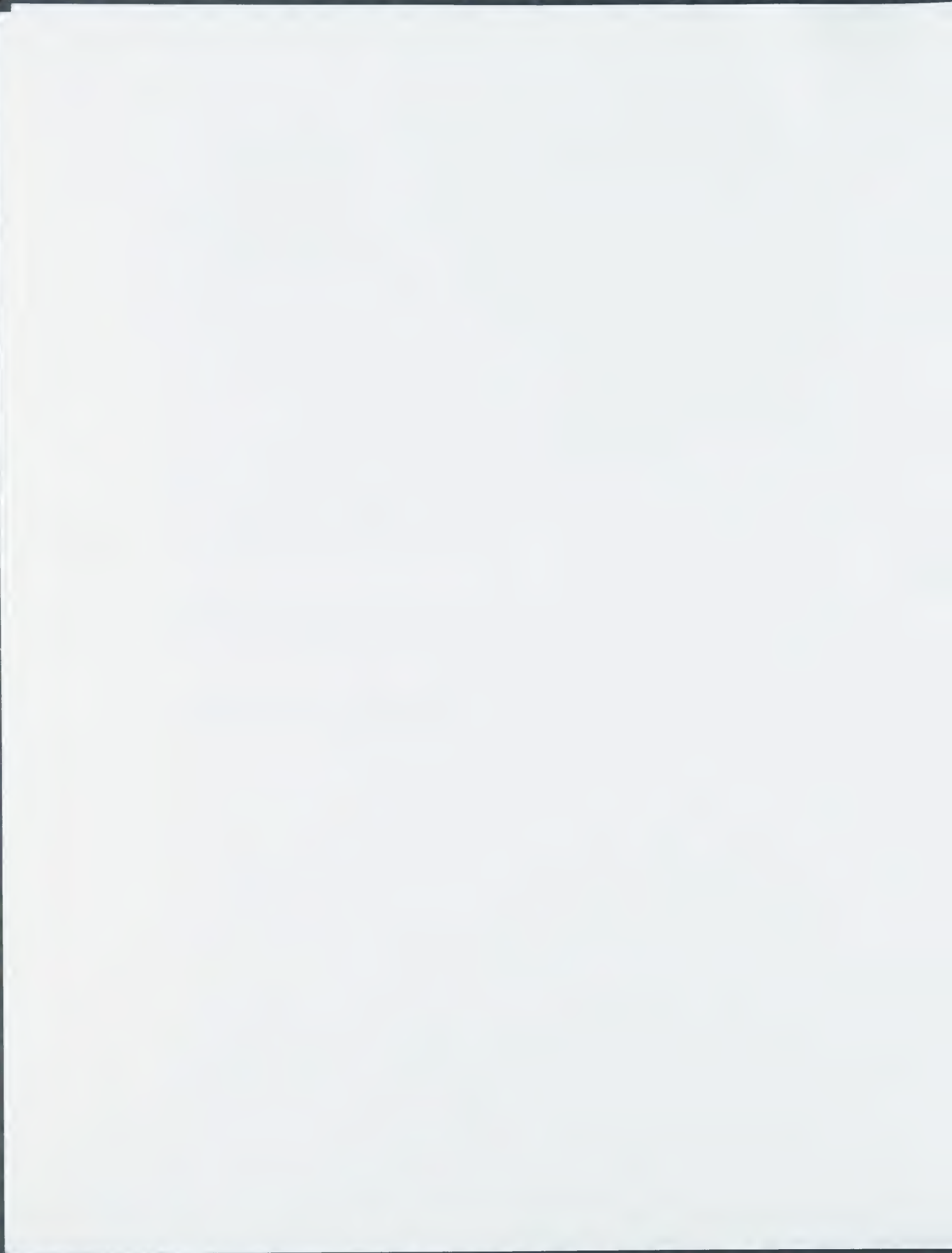

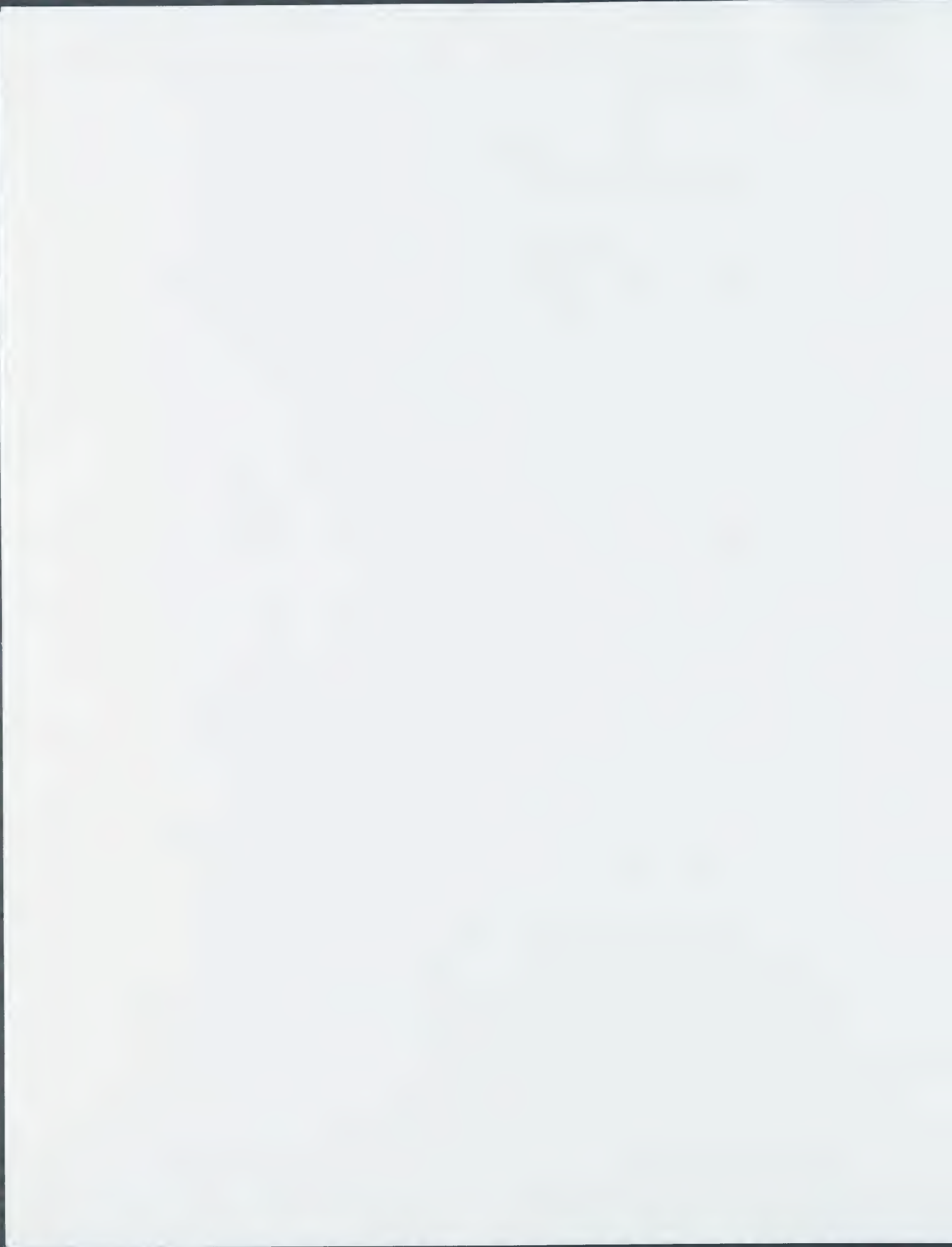


Exhibit A

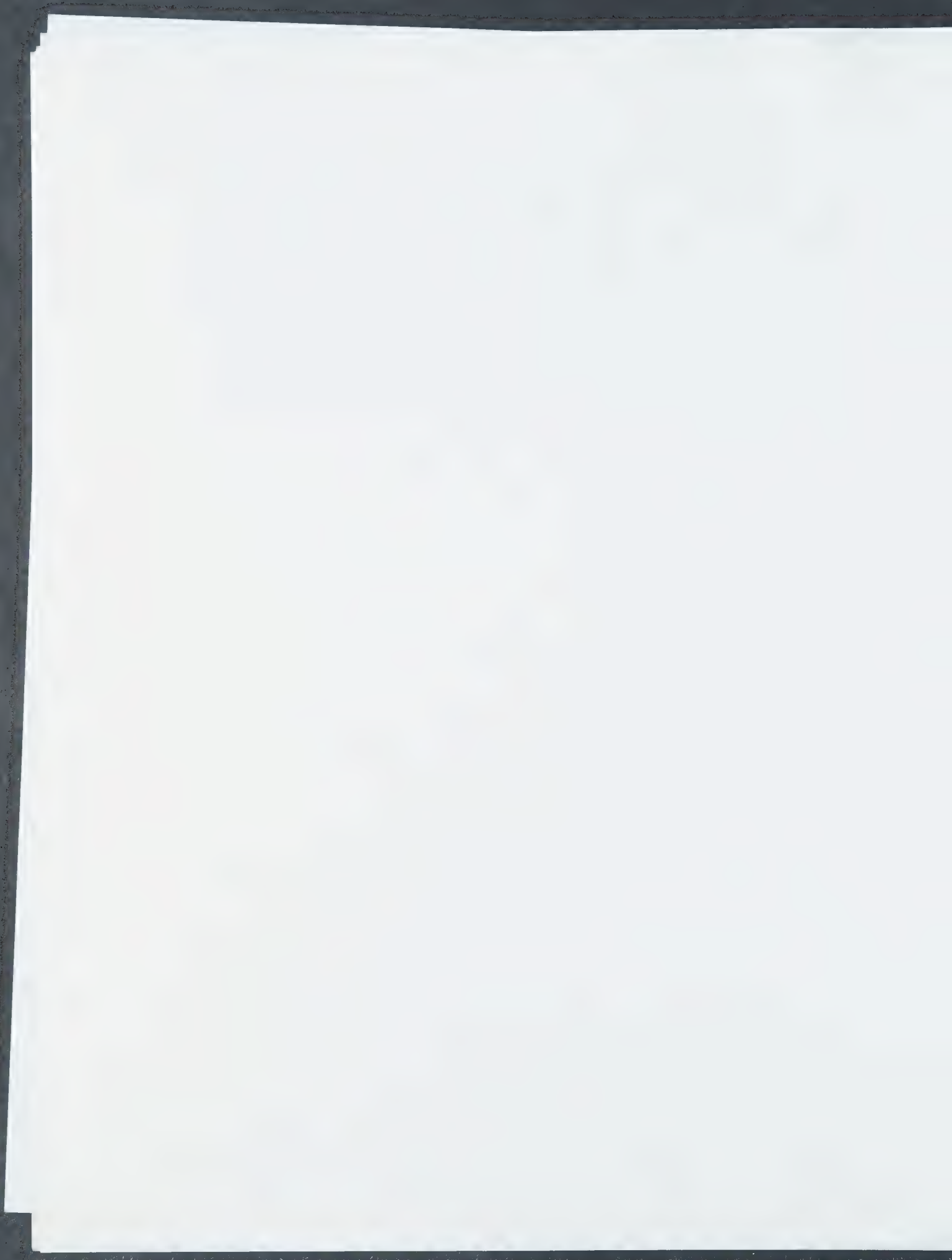
Examples of How Paragraphs 7 and 8 Would Apply

(E.g., if by June 30, 1987, the end of the first twelve months, total purchase prices for all Artworks, minus any 30% credits for commissioned works or other works sold at retail by Whalley pursuant to paragraph 6, (Purchases), shall be \$30,000, Bader will pay to Whalley by July 30, 1987 \$6,000 or (a) \$30,000 less (b) \$24,000; if by June 30, 1988, the end of the second twelve months, Purchases shall be an additional \$35,000 for a total of \$65,000 from the outset of the Agree~~X~~ment, by July 30, 1988 Bader will pay to Whalley  \$8,600 or (a) \$65,000 less (b) \$24,000 plus \$6,000 plus \$26,400 or \$56,400; if by June 30, 1989, the end of the third twelve months, Purchases shall be an additional \$15,000 for a total of \$80,000 from the outset of this Agreement, no additional payment would be due on July 30, 1989, inasmuch as (a) \$80,000 is less than (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 or \$93,800. If this Agreement terminates at the end of three years, Bader would be entitled to apply the \$13,500 excess paid by and/or credited to him as a credit against the purchase at the prices previously offered less dealer's discount of Artworks which he had not previously elected to purchase but which are still owned by Whalley and/or subsequently created Artworks at the prices to which





he would have been entitled to purchase them had the Agreement continued. If this Agreement continues for the first additional one-year term after the initial term and by June 30, 1990 Purchases shall be an additional \$50,000 for a total of \$130,000 from the outset of the Agreement, Bader will pay Whalley by July 30, 1990 \$5,000 or (a) \$130,000 less (b) \$24,000 plus \$6,000 plus \$26,400 plus \$8,600 plus \$28,800 plus \$31,200 or \$125,000.





## ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

February 20, 1986

Ms. Brigitte M<sup>o</sup>ri  
Department of Paintings  
Galerie Koller  
Rämistrasse 8  
8024 Zürich, Switzerland

Dear Ms. M<sup>o</sup>ri:

Thank you for your letter of January 24 regarding Lot 5023 of your November 1985 auction, the panel painting by Eeckhout.

I am interested in the painting and plan to be in Zurich sometime between June 11 and 13, to look at it.

Would it perhaps be possible for you to send me a good black and white photograph, or even a color transparency, which I would return if I do not purchase the painting. It is very difficult to judge the condition of the painting from the small photograph in the catalog.

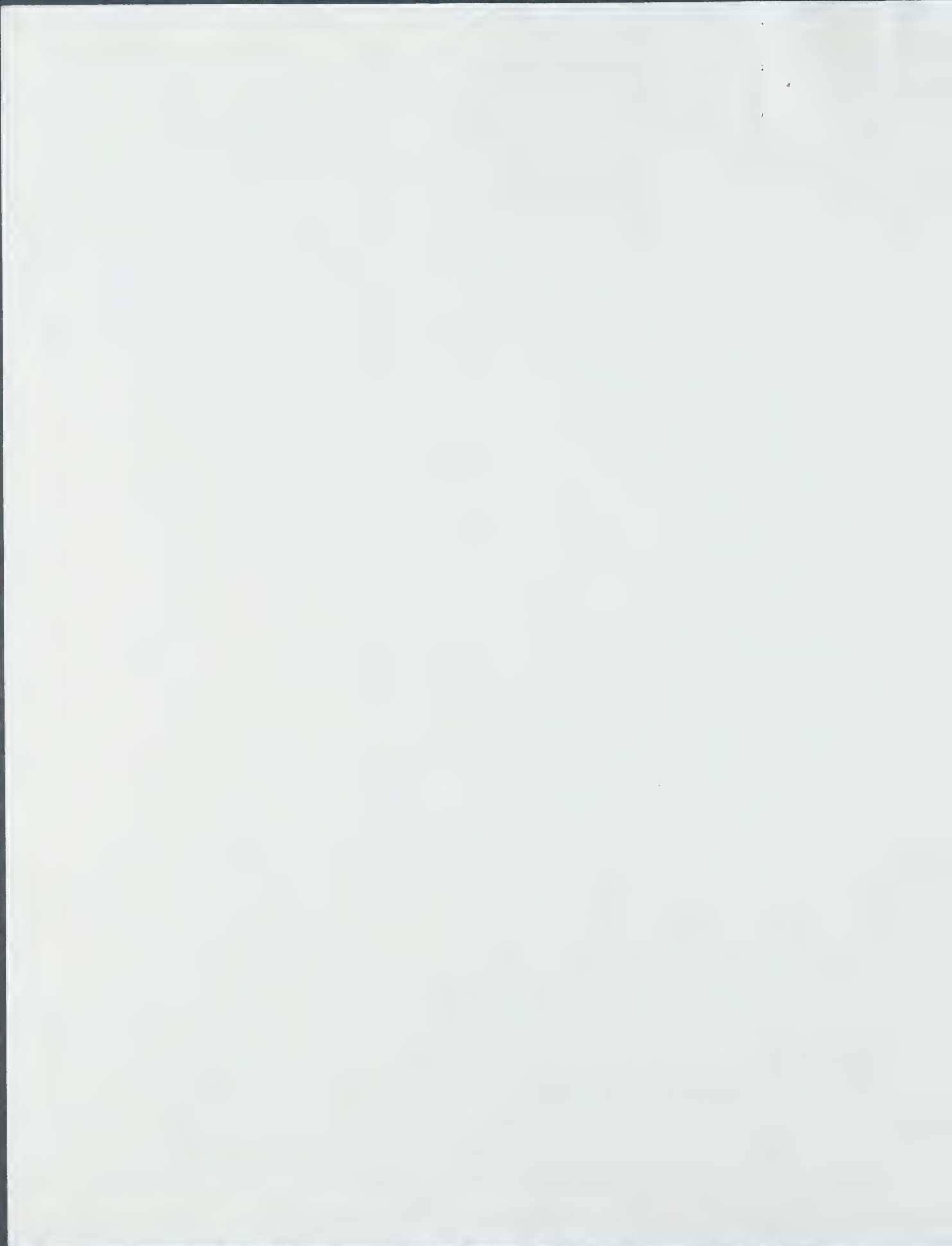
Also, I don't quite understand your suggested price of SFR 17,000; in your catalog, the painting was estimated between 10,000 and 15,000 francs.

I look forward to hearing from you.

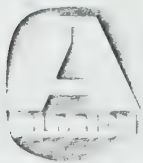
Sincerely,

Alfred Bader

AB:mmh







*Chemists Helping Chemists in Research and Industry*

**aldrich chemical company, inc.**

Dr. Alfred Bader  
Chairman

March 3, 1986

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John,

As you will see from the enclosed, I have added paragraph 11, as you requested. Would it perhaps be possible for you to go way back and number all of your works, or at least substantially all of your works, consecutively. A hundred or 200 years from now art historians would certainly helped by this; just think how much easier life would be if Rembrandt had numbered all of his paintings.

Bill Treul is a good friend of mine, the owner of a very well-run machine shop. He and his wife were in my office last week, and greatly admired your work. They may send you some material from their machine shop, with an inquiry whether you could incorporate this in a still life to be commissioned by them. If they do send this, lets discuss it when we see you in April.

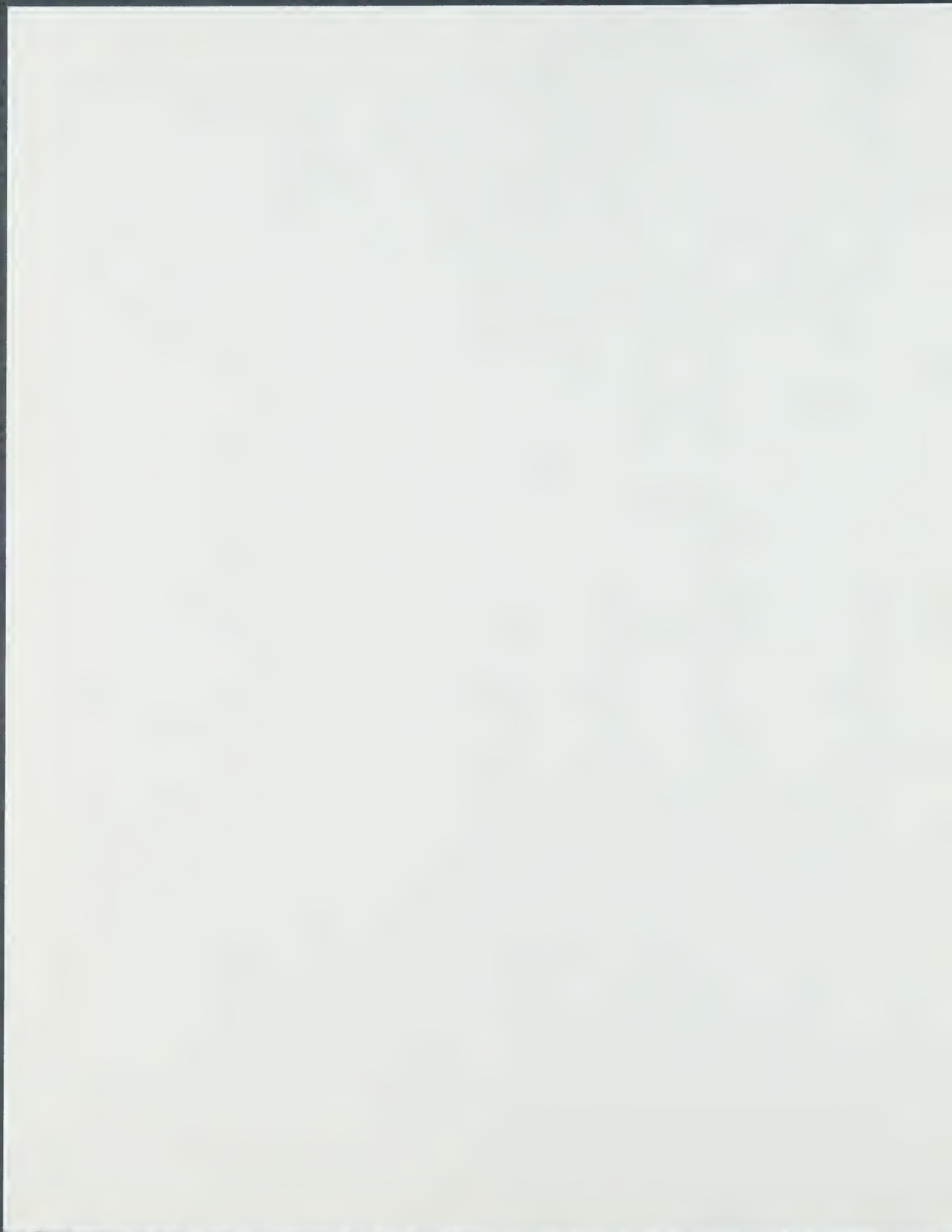
Best regards to you and the family.

As always,

Alfred Bader

AB:mmh

Enclosure



JOHN WHALLEY  
ARTIST

Dear Alfred,

Greetings! Hope you all are well. As the accompanying announcement will let you know, we Whalley's just became four in number with the birth of Benjamin. I'm especially happy for Linda as she has to spend the last three months on complete bedrest due to complications in carrying Ben.

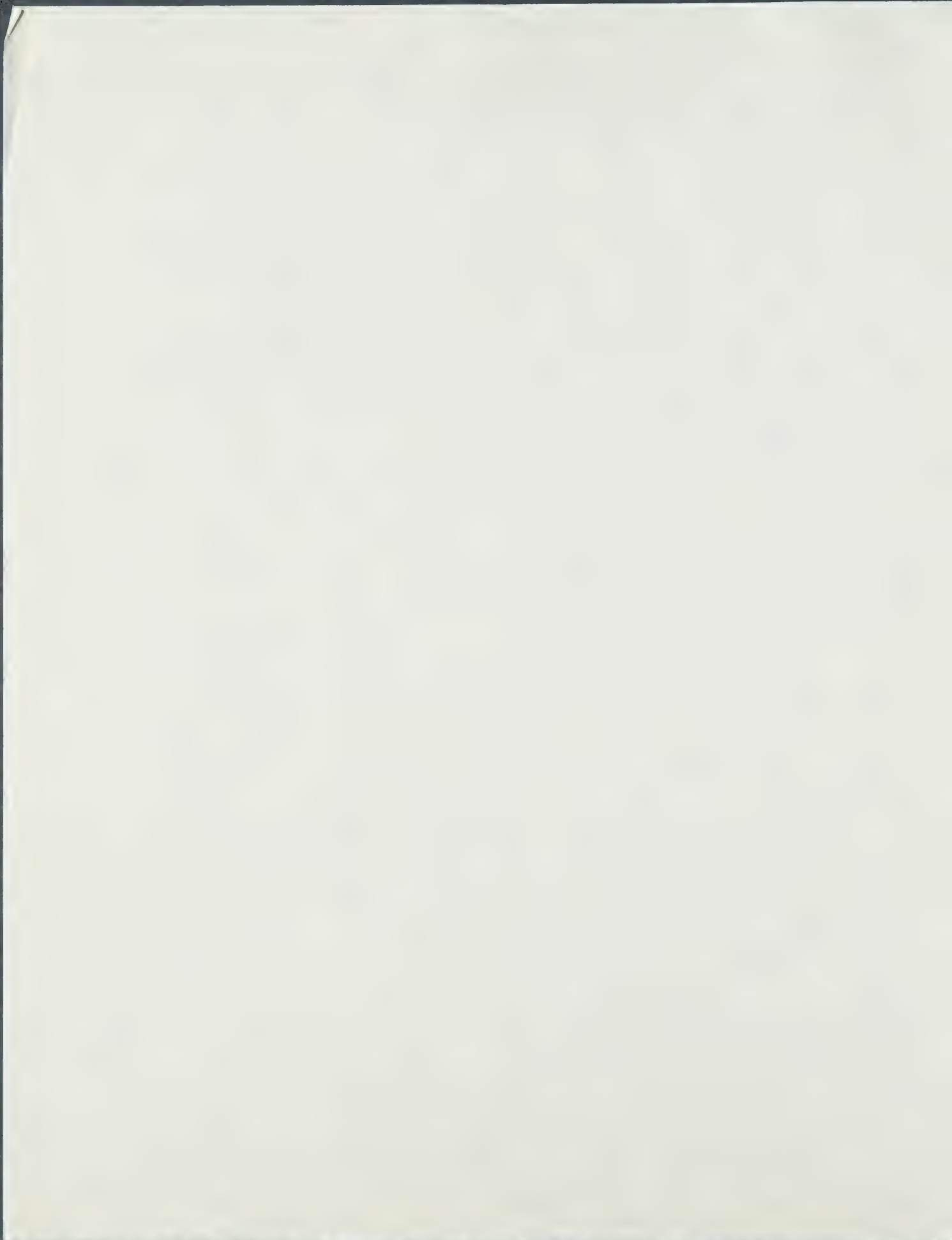
I wanted to write to you concerning the possibility of your visiting us again this year - perhaps in August as you had mentioned - to look through my more recent art work. What I need to tell you is that there is not that much new work for you to look at at present. With my three-month construction project of my new studio last fall and winter, and the past few months of being full time father AND mother to Matthew in addition to all else, the time left for art work since I last saw you in September was lessened considerably. This spring I accepted and completed two commissioned pieces; one large tempera and a watercolor. The result of all this is that I have only a few drawings and a nearly completed tempera to show you that are new.

While you know you are always welcome here as our guests, I thought you would want to know of my artwork situation in making any plans to come all this way to see my work. This coming year will see me freed up once again to start producing, especially when the kids from the Home return to school in August.

The Bishop's painting of the shell is well along and I'll have slides to you when it is completed, and then we can make arrangements to get it to you.

All is well with our little ones, and with the other children here at the Children's Home. Summer is buzzing with activity here. We trust all is well with you and Isabel.

Yours —  
John





*Chemists Helping Chemists in Research and Industry*

**aldrich chemical company, inc.**

Dr. Alfred Bader  
Chairman

May 5, 1986

Mr. John Whalley  
P.O. Box 71  
Harrison Valley, Pennsylvania 16927

Dear John:

Just a quick note to thank you for sending us the drawings which we left behind, which arrived safely.

Also, I would like to tell you that I have sold the drawing of two ducks done by you in 1985, to Bill Treul. On the invoice it says: "All rights to reproduction of the work of art identified herein are retained by the artist."

As I will discuss with you when I chat with you next--hopefully next week--such wildlife pictures, particularly of ducks are bound to be popular, so will simple still lifes with flowers.

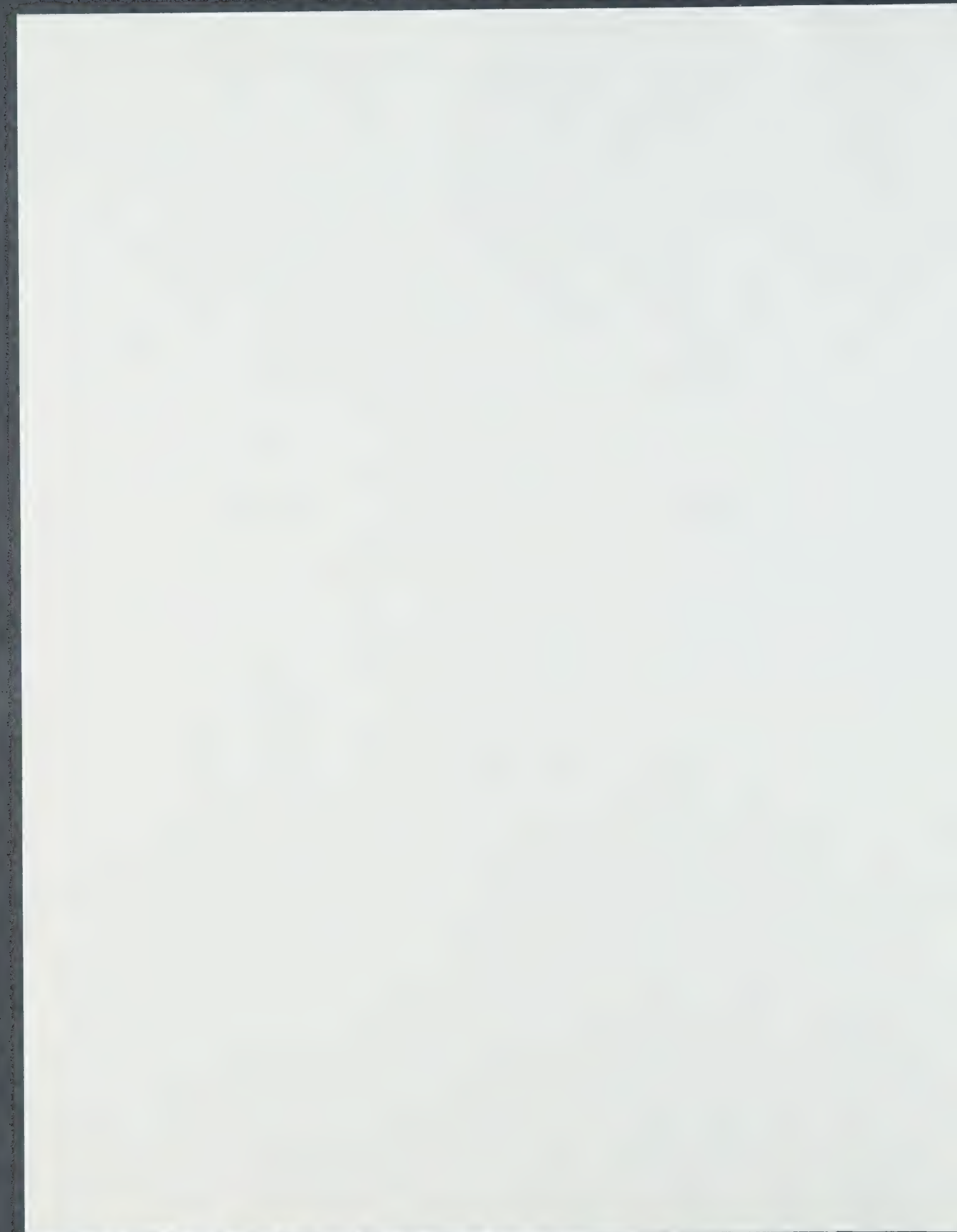
Fond regards from house to house.

As always,

Alfred Bader

AB:mmh







*Chemists Helping Chemists in Research and Industry*

**aldrich chemical company, inc.**

Dr. Alfred Bader  
Chairman

May 12, 1986

Mr. John Whalley  
P.O. Box 71  
Harrison Valley  
Pennsylvania 16927

Dear John:

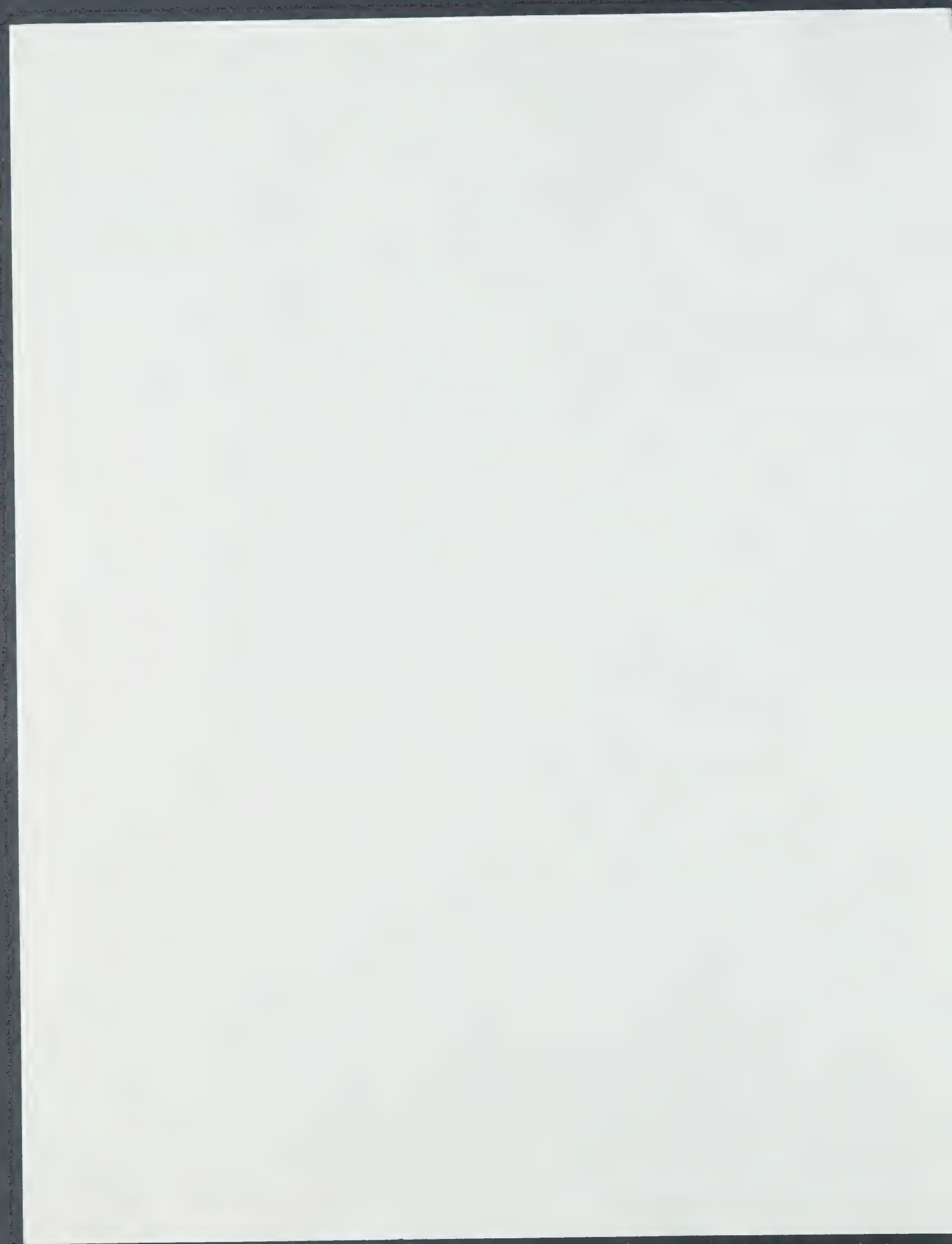
I have tried to telephone you several times, but you are apparently not yet back from the east. Could you please send your new address to my secretary, Ms. Marilyn Hassmann, so that she will be able to send you your first check, due July 1, timely.

Thank you for sending me your works of art, which we forgot. They have arrived safely.

Best regards from house to house,

Alfred Bader

AB:mmh



Ms. Marilyn Hassmann  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, WI 53201

CR LR  
6-16-86

6-16-86

Dear Marilyn,

I'm writing to you at Alfred's request in order to give you my new address, so that you will know where to send the initial check by July 1. I'm sorry its taken this long to get it to you, but I've only received it today. This coming Tuesday we will be moving to our new home in Standish, Maine, just two hours from Boston, and not too far from the sea. Linda and I are excited about the move, and I'm sure our new location will be rich with things that will inspire many paintings!

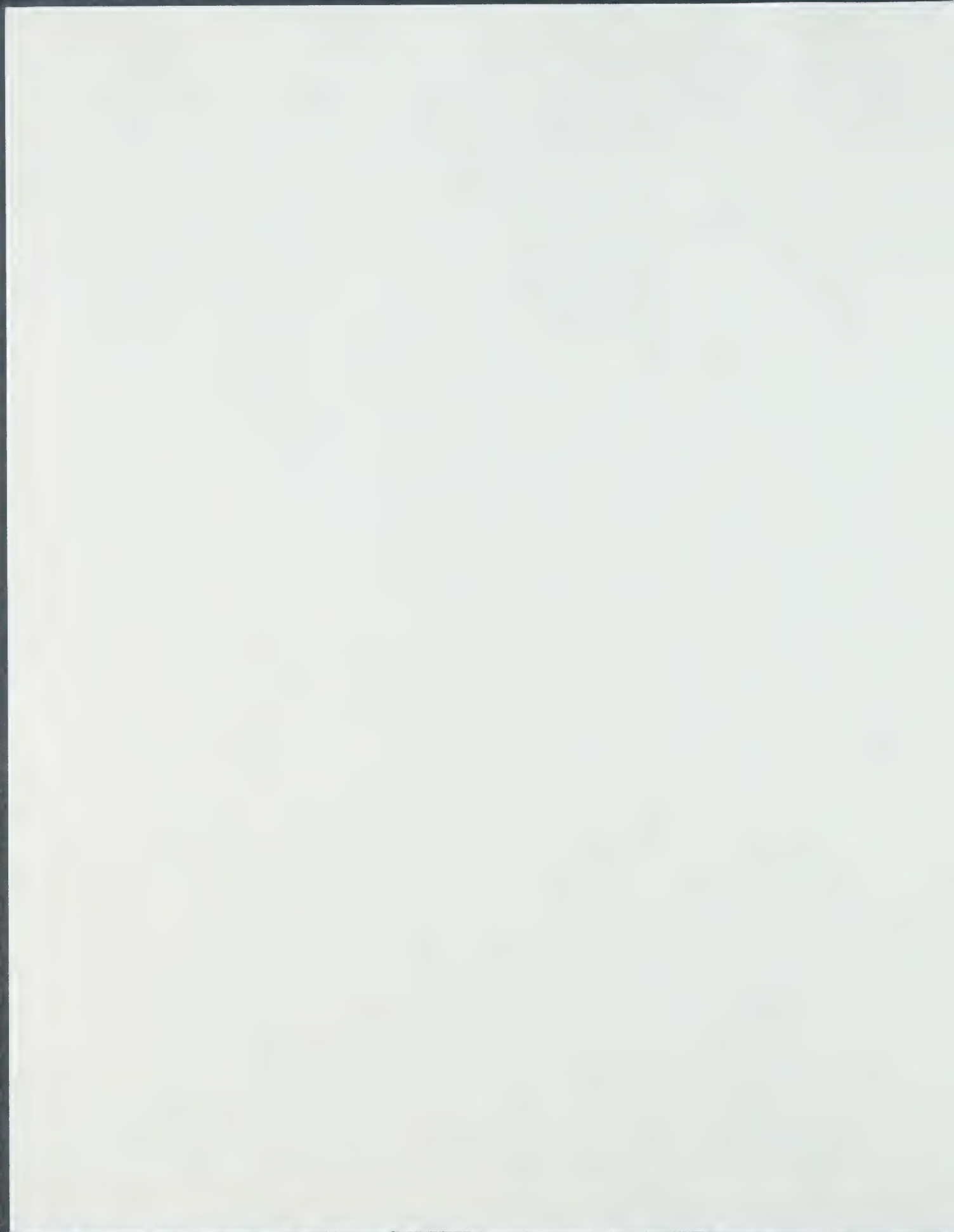
Have a good day and thanks!

— Yours —  
John

OUR NEW ADDRESS:

John Whalley  
P.O. Box 438  
Standish, Maine 04084

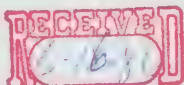
STANDISH, MAINE  
Aldrich Chemical Co., Inc.





Ms. Marilyn Hassmann  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, WI 53201

*cd LK  
6-16-86*



Dear Marilyn,

I'm writing to you at Alfred's request in order to give you my new address, so that you will know where to send the initial check by July 1. I'm sorry its taken this long to get it to you, but I've only received it today. This coming Tuesday we will be moving to our new home in Standish, Maine, just two hours from Boston, and not too far from the sea. Linda and I are excited about the move, and I'm sure our new location will be rich with things that will inspire many paintings!

Have a good day and thanks!

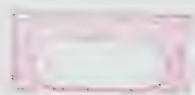
*— JWB.  
John*

OUR NEW ADDRESS:

John Whalley  
P.O. Box 438  
Standish, Maine 04084

RECEIVED

Aldrich Chemical Co. Inc.





Chemists Helping Chemists in Research and Industry

# aldrich chemical company, inc.

June 30, 1986

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John,

Enclosed herewith is check in the sum of \$2000.00 dated July 1 1986.

Before I wrote this letter, I pulled out the atlas to see just where you are located--down the road from a lake and not too far from the ocean, surrounded by inspiration!

Hope the move went well and you are somewhat settled in.

Cordially,

Marilyn Hassmann  
Secretary to Dr. Bader

Enclosure

**ALFRED BADER FINE ARTS**

940 W. ST. PAUL AVE.  
MILWAUKEE, WIS. 53233

564

July 1 1986

$\frac{12-5}{750}$

PAY TO THE ORDER OF John Whalley \$ 2,000.<sup>00</sup>/<sub>100</sub>

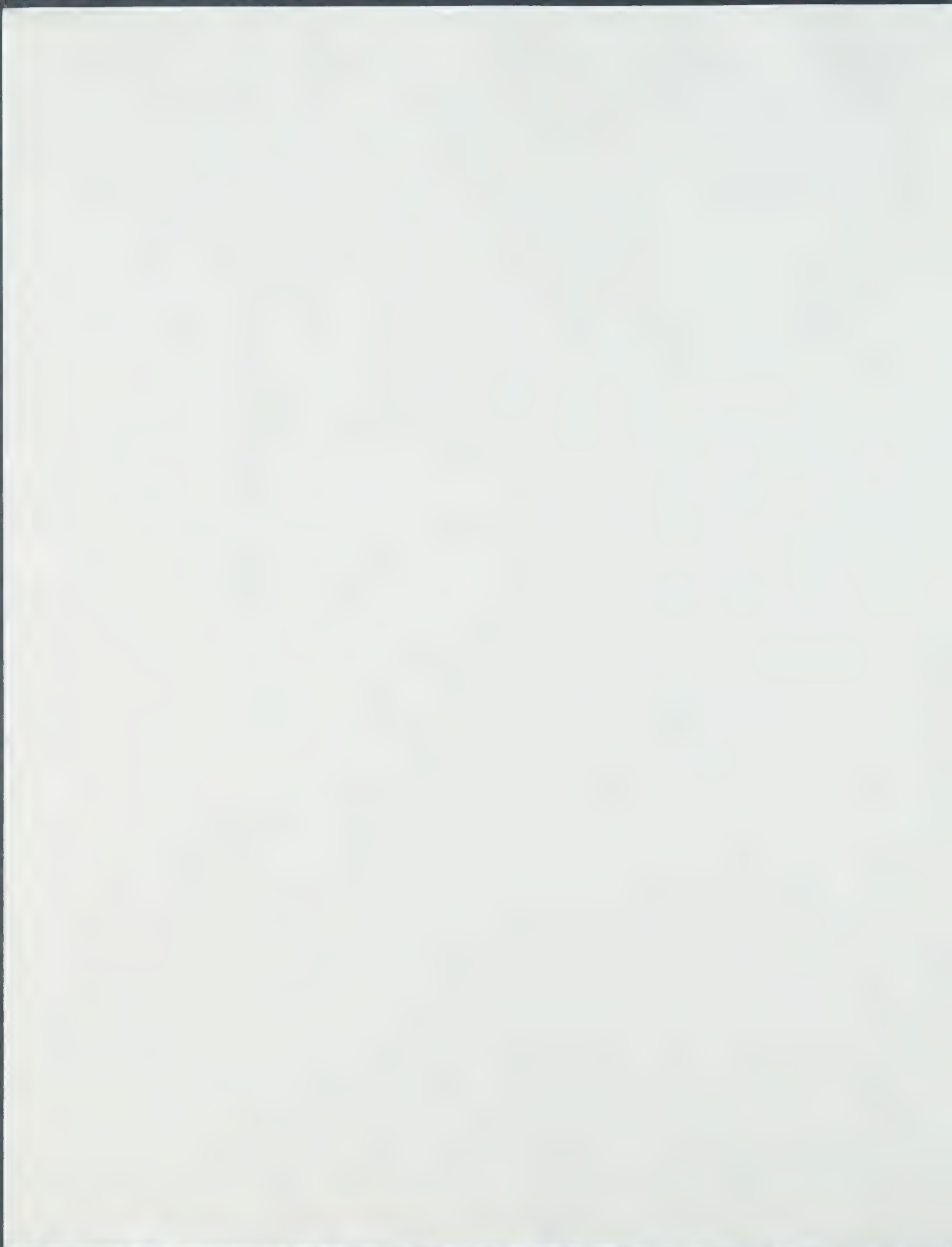
Two thousand and <sup>00</sup>/<sub>100</sub> DOLLARS

M&I Marshall & Isley Bank  
Milwaukee, Wisconsin 53201

FOR Per agreement

*Anna R Bader*

⑈000564⑈ ⑆075000051⑆ 00⑈36 8296⑈



JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, ME 04084

\* TELEPHONE: (207) 642-4314

July 7, 1986

Ms. Marilyn Hassmann  
Secretary to Dr. Bader  
Aldrich Chemical Company, Inc.  
Milwaukee, WI 53201

Dear Marilyn,

Just a quick note to send off my new phone number to you as I'd promised.

We ARE all settled in and it is so good to be working steadily again after the period of moving. As you discovered, we are just a mile or so from Maine's second largest lake, whose water is crystal, and just half an hour from the coast. Needless to say, I can't see that there will be a shortage of beautiful things to paint!

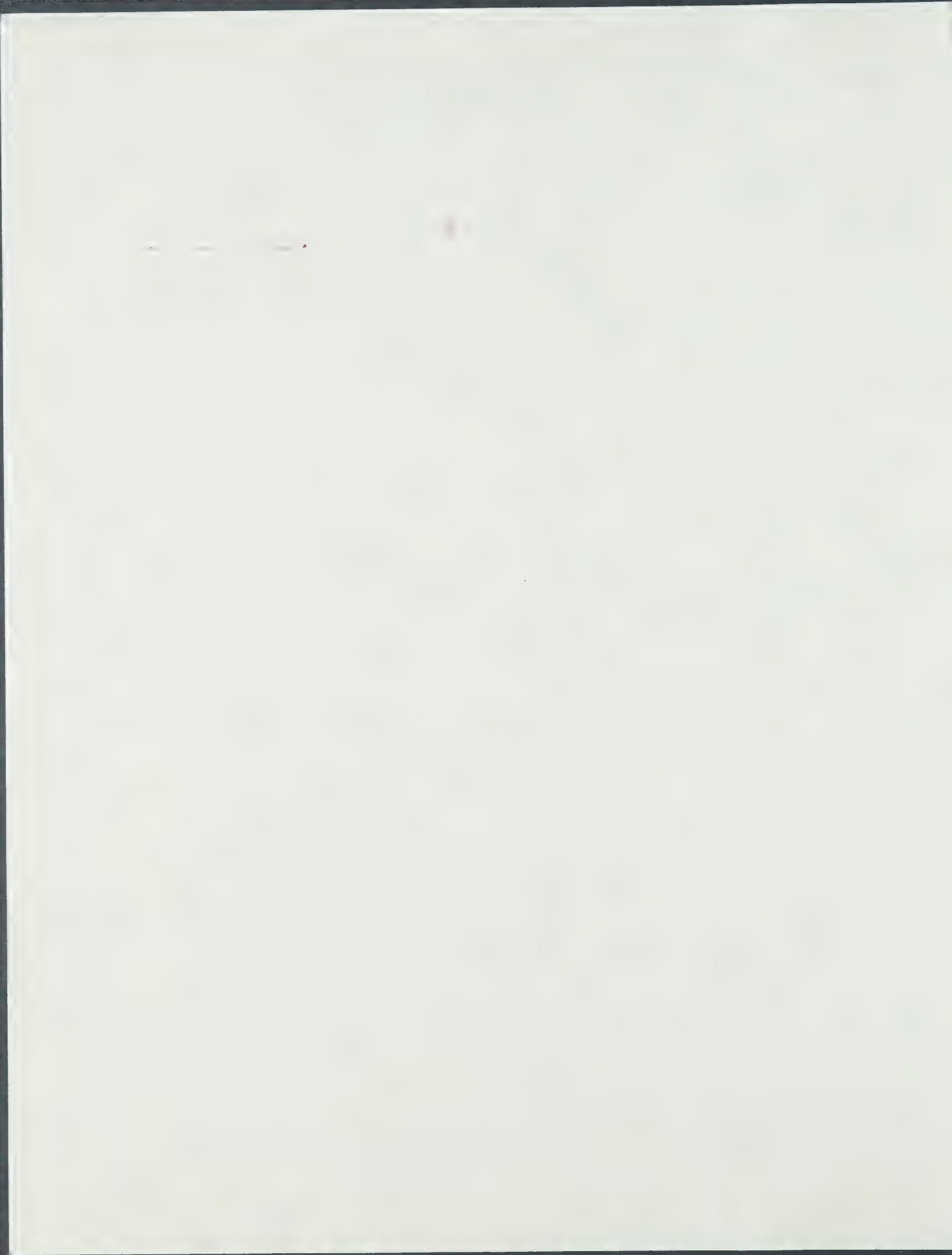
Thank you for sending the check. It arrived the other day.

We trust all is well with you, too. Please know that you are always welcome here should you ever find yourself out east. We'd love to meet you in person!

Sincerely -

John







*Chemists Helping Chemists in Research and Industry*

**aldrich chemical company, inc.**

Dr. Alfred Bader  
Chairman

August 26, 1986

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John:

Just a note to confirm our telephone conversation of today.

Daniel Bader in Rochester has purchased both the water color and the tempera of 1981 entitled "The Woodshed". Helen Bader has purchased the 1982 tempera entitled "Labor's End."

I much look forward to a Xerox copy of your list so that I can number the pictures which I have, accordingly.

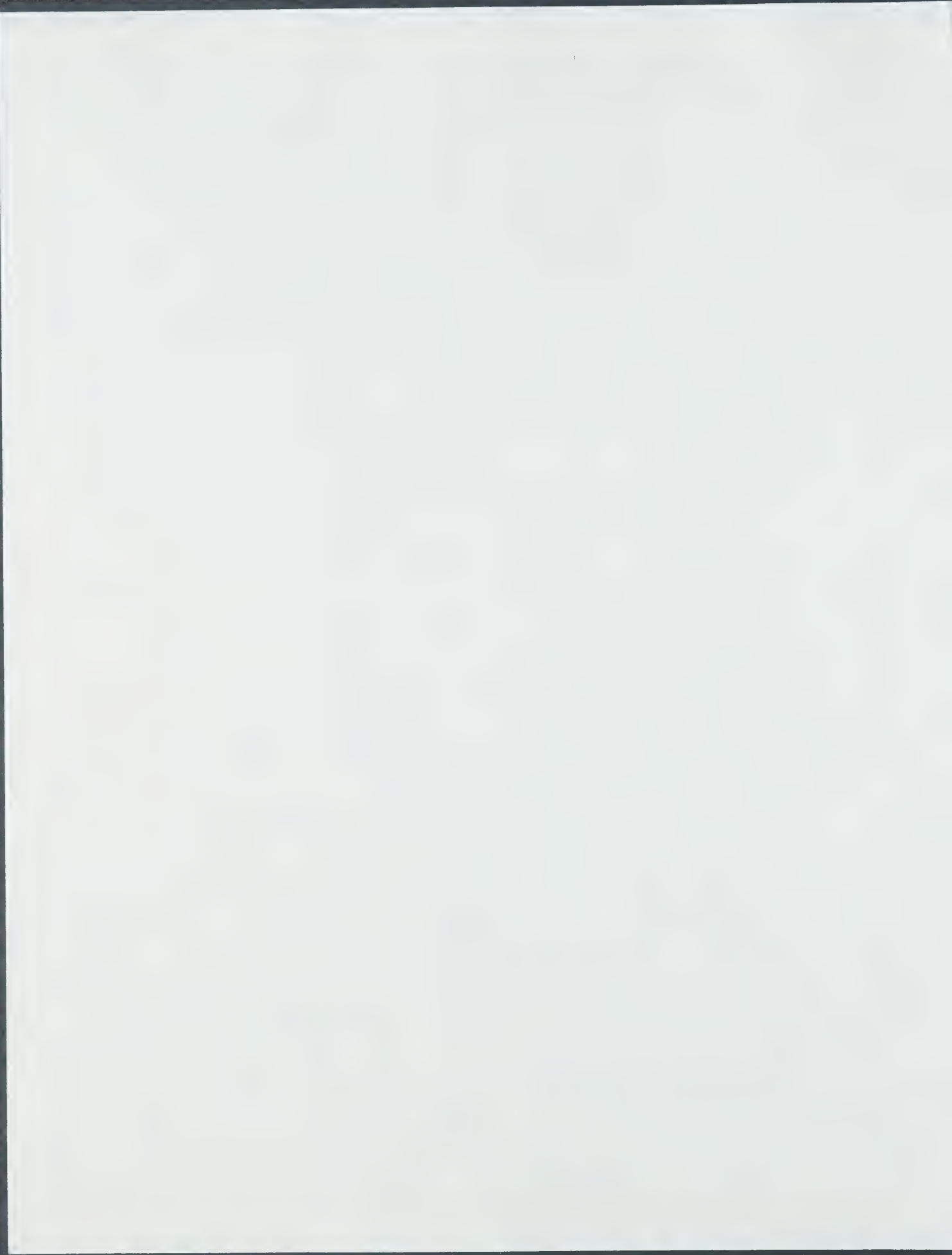
Isabel and I much look forward to seeing you, either in October or in November.

Best regards from house to house.

As always,

Alfred Bader

AB:mmh





# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

August 28, 1986

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John,

As discussed, please find enclosed my check for \$8000.00, this being in payment for four months, from September through December. From January 1 on, we plan to send you checks every three months.

Isabel and I very much look forward to seeing you in November and would appreciate knowing how best to get from Boston to you, either by bus or train.

I also very much look forward to the slides of your recent works, numbered with your numbering system, as well as Xerox copies of all the entirees.

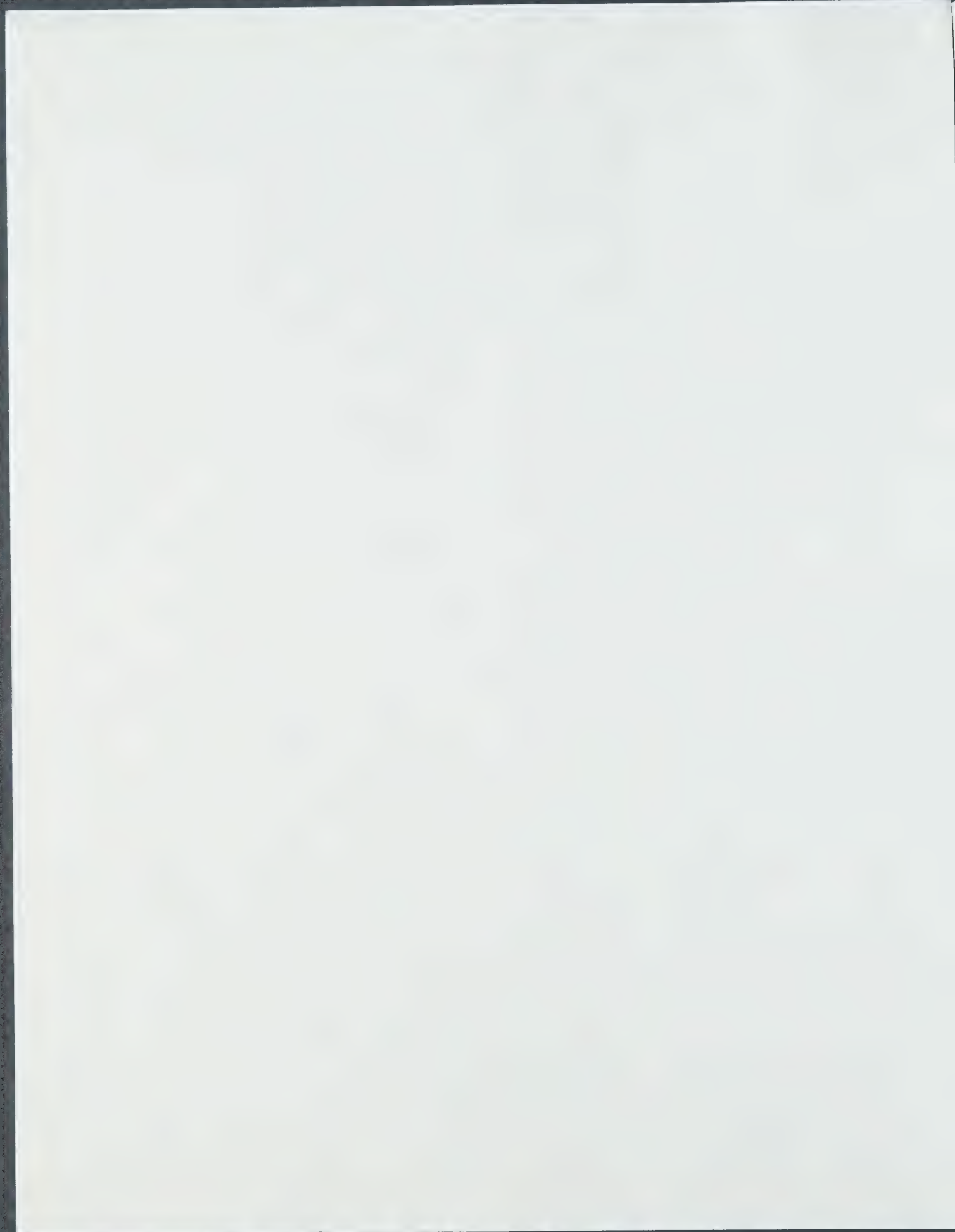
Best regards.

Sincerely,

Alfred Bader

AB:mmh

Enclosure







## ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

September 2, 1986

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John,

I want to reply quickly to your letter of August 26 and the slides.

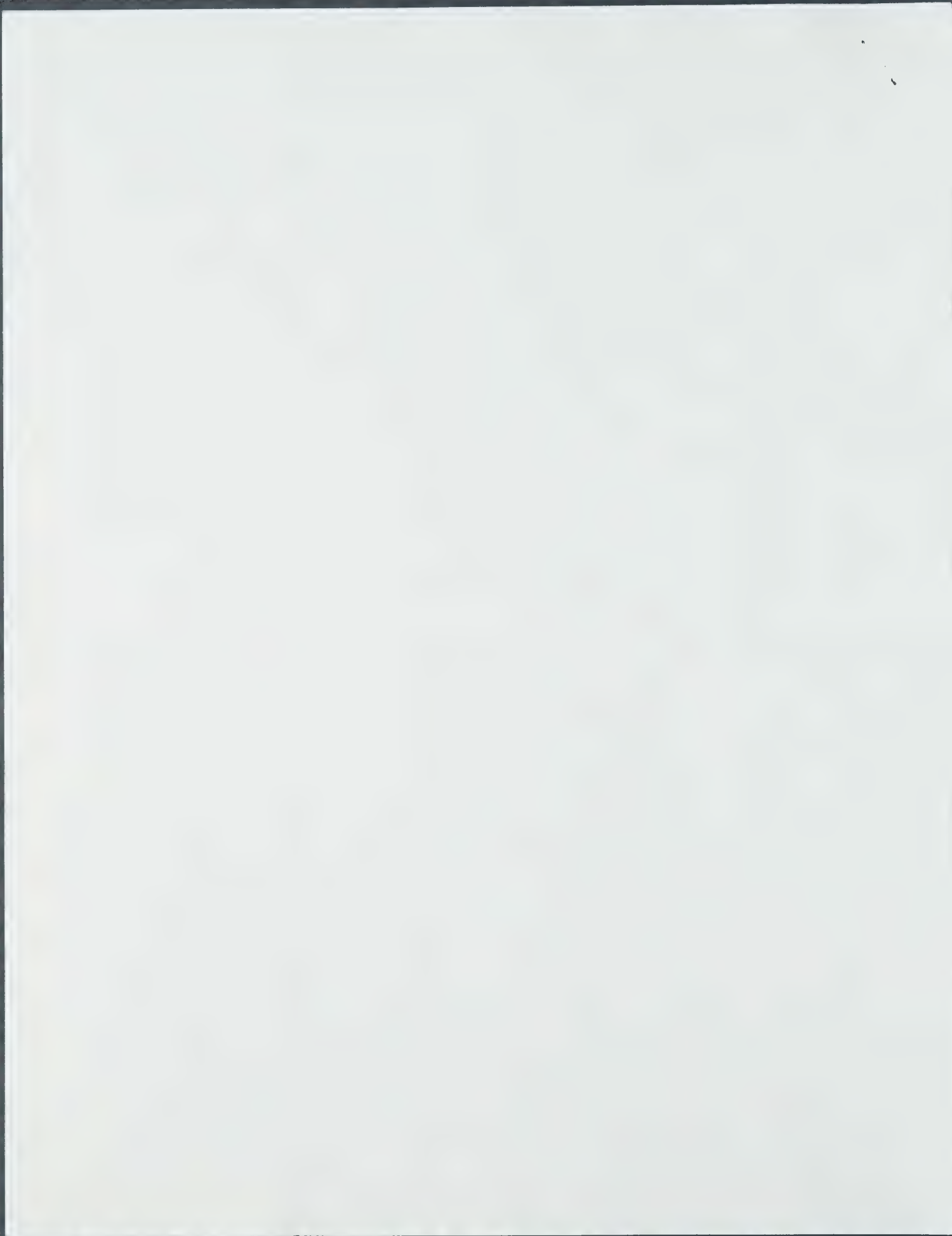
All the works look interesting, but I fear that I would have a hard time selling them at the retail prices and even at the prices to me. I may be quite mistaken about the market, particularly in the east, and hence--per our contract--I would like to turn a number of these down immediately so that you have a chance to sell them at the retail prices.

The works I am turning down are 8611, 8612, 8613, 8614, 8616, 8617, 8619 and 8620. These eight works in various media will give you a chance to try the market in the east by yourself, hopefully before all of the tourists have left. Naturally I will be glad to see those which I have now turned down and which you will not have sold by the time we visit in November.

As you know, I have been able to sell some of your works recently, to family and friends who have heard about you a great deal, but at prices much lower than your retail prices. I don't think that I could have sold these comparable works at the retail prices. I truly hope that I am mistaken and that you will be able to sell a good many.

I have now heard from the museum in Terre Haute which is arranging for a Whalley exhibition in December of 1987; thus there will be two shows next year, one at the University of Wisconsin in Eau Claire in April and the second in Terre Haute. I will discuss which paintings these museums should take on consignment when I see you.

Please don't forget to paint your children and your children with Linda while the children are still young. Also, simple flower still lifes--just a few flowers in a simple vase--as well as wildlife pictures such as the ducks which Bill Treul bought would really be appreciated by a great many. Ducks and flowers you can paint any time



Mr. John Whalley  
September 2, 1986  
Page Two

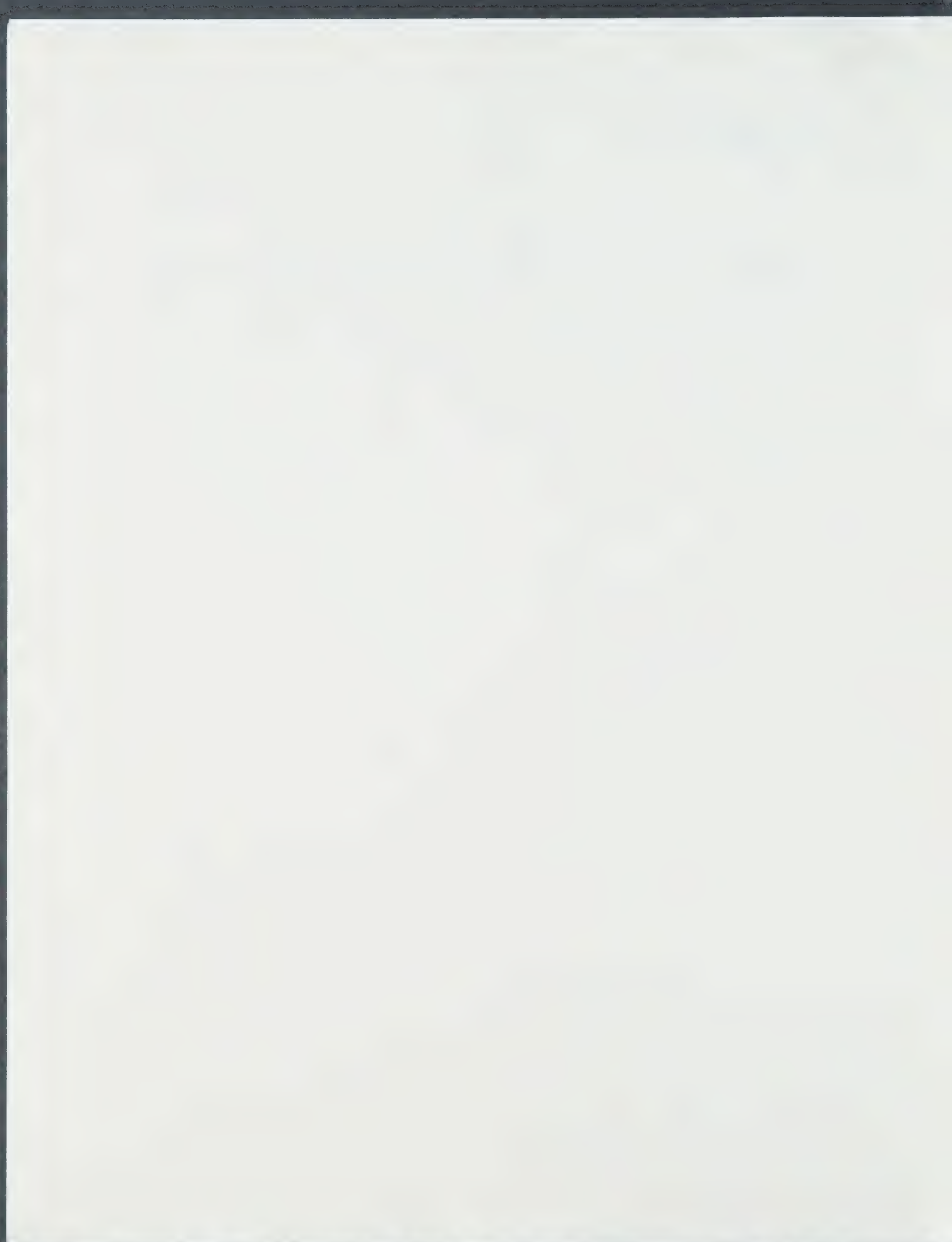
but your children,while small,you cannot!

We much look forward to being with you in November; please send me the bus and train connections and we will let you know shortly exactly when to expect us.

Fond regards from house to house,

Alfred Bader

AB:mmh



JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, Maine 04084  
Telephone: (207) 642-4314

October 23, 1986

Dear Alfred,

Greetings. I wanted to let you know that I received a call from Gene Hood last night, and discussed the upcoming exhibit in Eau Clair with him. Regarding a commission on works of mine sold at the exhibit, we agreed that a 10% donation would be made to a University Scholarship Fund on any works of mine sold. He also invited Linda and I to the opening reception in April, which we appreciated very much.

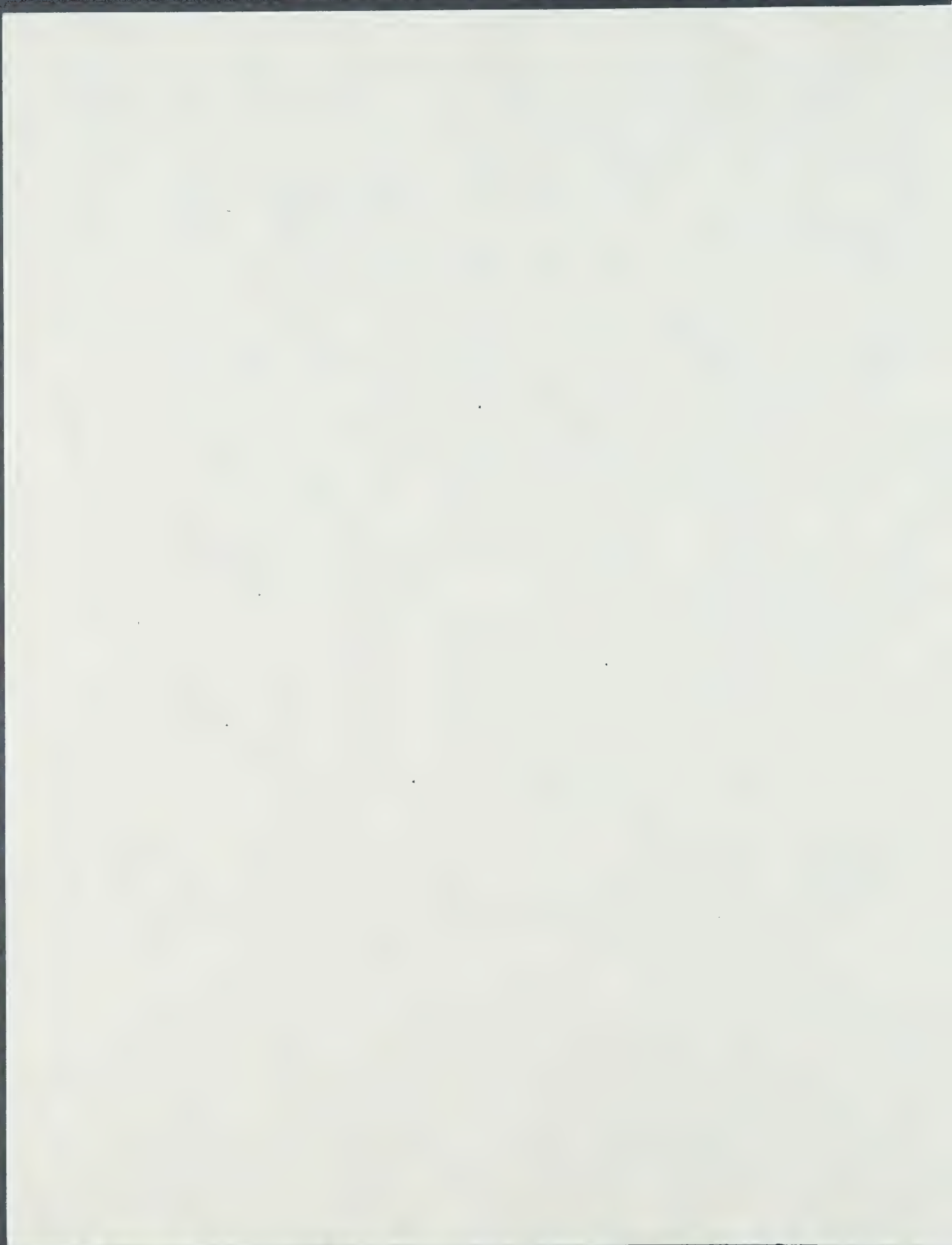
It will soon be time to get the second group of slides off to you of this past eight weeks' work. If it is agreeable to you, Alfred, I would like to have these slides ready for you when you are here two weeks later in November. My reason for asking for the extra two weeks is due to the fact that a number of the works are awaiting their 'final touches' and it would be so much more convenient for me to do all my photographing in one session in another week or so. I would then be sure to have a full set of slides of all the works completed when you visit us; this set being for you. Please let me know if there is any problem with this.

I hope you had a good visit at RISD. We are looking forward to having you here in November.

*Till then...*

*Yours,  
John*







## ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

November 21, 1986

Mr. and Mrs. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear Linda and John,

You must have realized how very much we enjoyed the hours with you.

For the sake of good records, may I confirm the following:

1. You inquired whether you are free to sell your work through local dealers.

I replied that under our agreement you are indeed free to do so after your works have been released by me. As you know from your experience during the last few months, I have done that very promptly.

However, you must obtain from the dealers as net payment at least the retail price originally suggested by you to me, and you must inform me of these sales.

2. I urged you to be certain to have a consignment agreement with dealers assuring you of possession of the artwork until you have received payment.
3. We also discussed the sale of up to six of your works at the show at the University of Wisconsin in Eau Claire, as well as of some of your prints of Linda and Matthew.

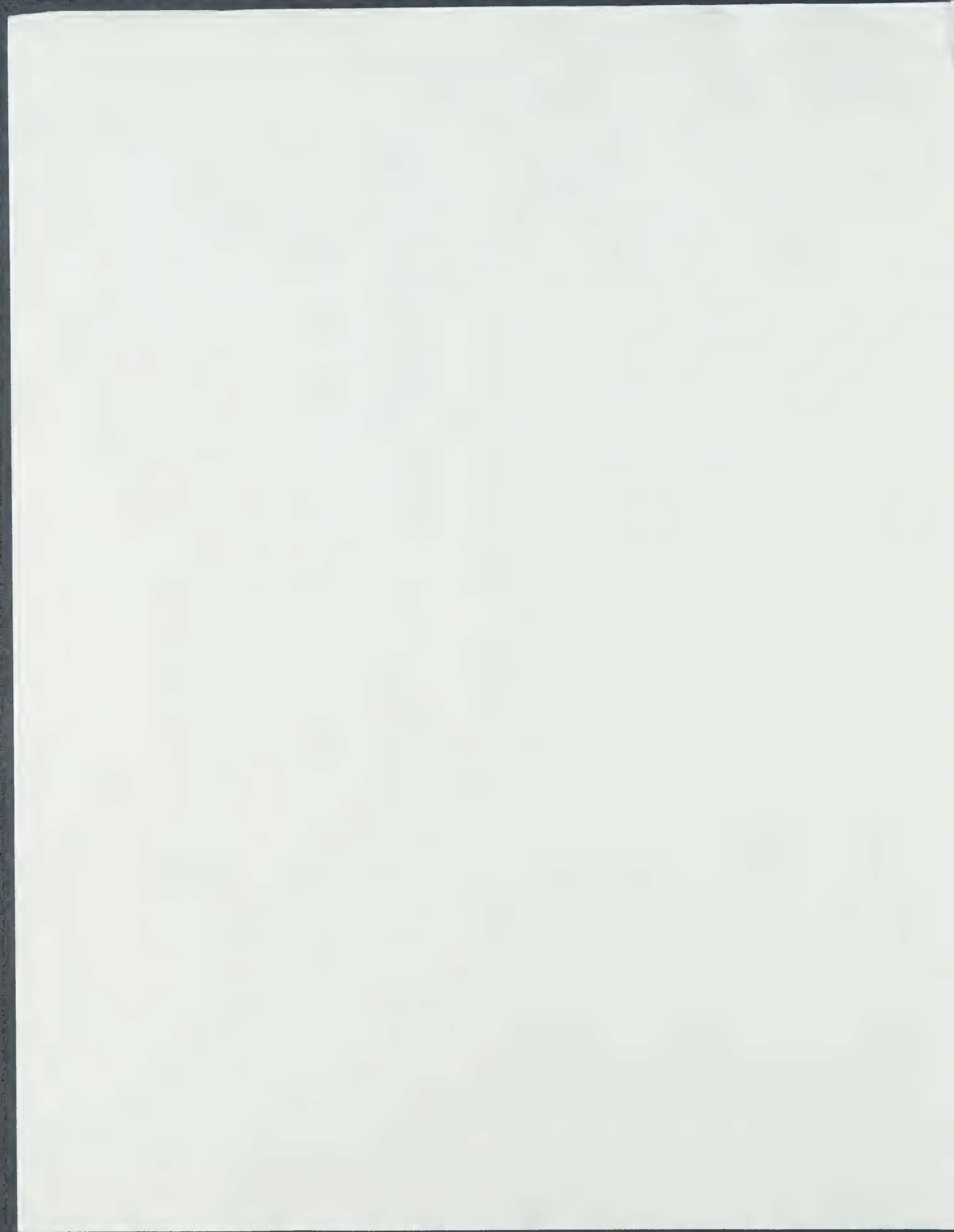
You generously agreed to give to the University a donation of 10% of the moneys received, and I agreed to reduce my commission on those sales, on a one-time basis, from 30% to 20%.

As you know, I have informed the director Mr. Hood of the retail prices involved, and I trust that the six works and the prints will arrive in Eau Claire safely, shortly.

The enclosed letter from Bowdoin College pleases me very much. I so hope that you will soon establish a well-deserved reputation in Maine.

Fond regards,

Alfred Bader  
AB:mmh



JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, ME 04084  
Telephone:(207) 642-4314

February 3, 1987

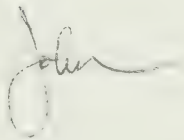
Dr. Alfred Bader  
Alfred Bader - Fine Arts  
2961 N. Shepard Ave.  
Milwaukee, WI 53211

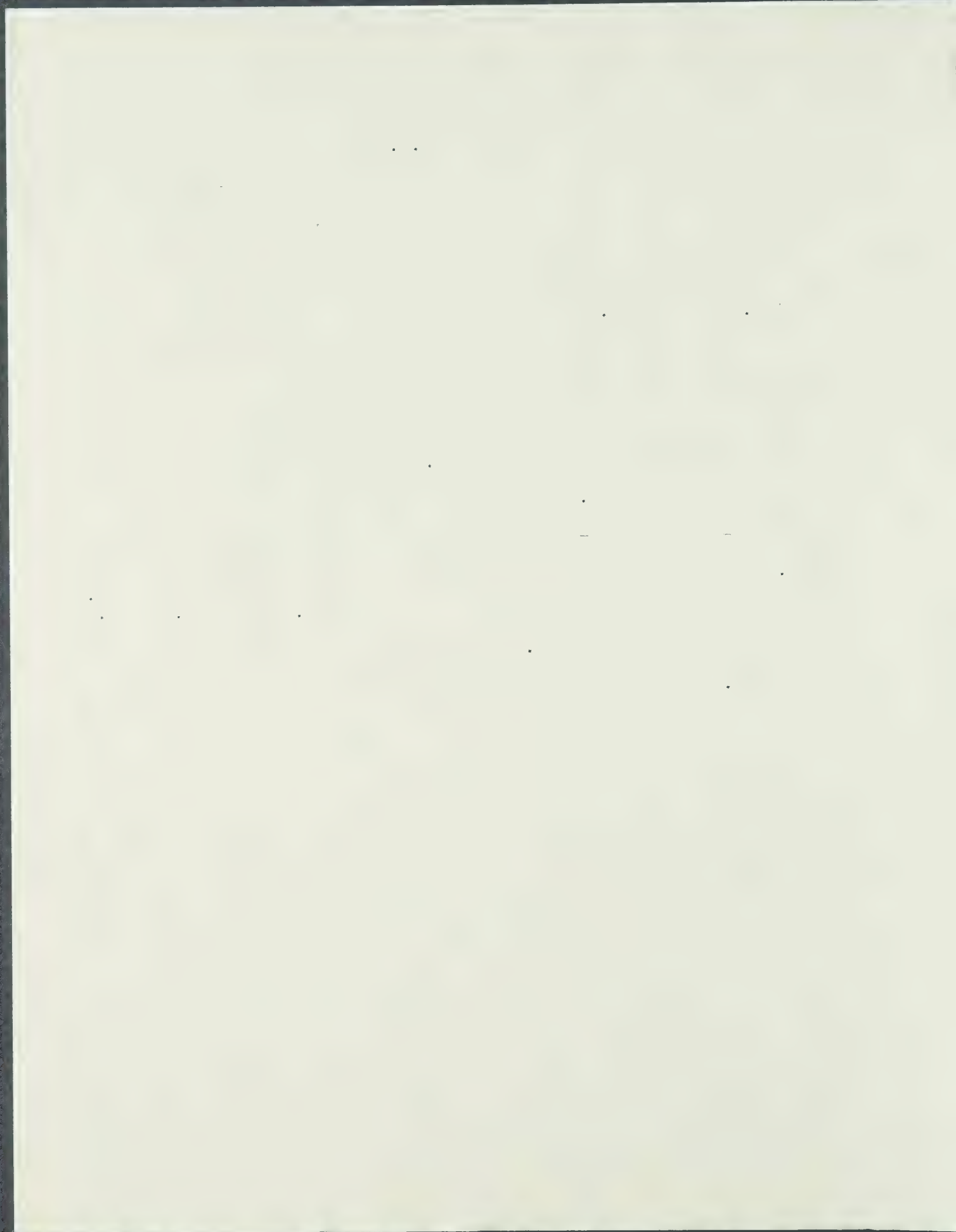
Dear Alfred,

I received a copy of your correspondence with Gene Hood yesterday, and wanted to let you know of my plans regarding the trip out to Eau Claire in April. Gene asked if I would be willing to spend Thursday with students in the art department, which I am glad to do. I left it with Gene that I would be arriving in Eau Claire later in the day on Wednesday the 8th (Boston - Minneapolis-Eau Claire), and meeting friends on Friday who will drive me back to Minneapolis, as well as visit on the way. These plans seem to fit best in my schedule, and I wanted to let you know of them so you could make appropriate plans. Gene is making room reservations for me for Wed. and Thurs. night.

Trust all is well with you. I too enjoyed speaking with Gene at length last week, and look forward to meeting him in person in April.

Yours,









# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

February 26, 1987

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John:

Thank you for your letter of February 9th with slides of your 1986 paintings 37 through 39 and 1987 - 1.

Could you please bring slides of all 39 works done in 1986, with you, just to refresh my memory. I recall seeing everything through 86-20 but am not clear what what 86-21--86-36 are. As soon as I get a little time, I will have to put all of our correspondence and all of your slides in order.

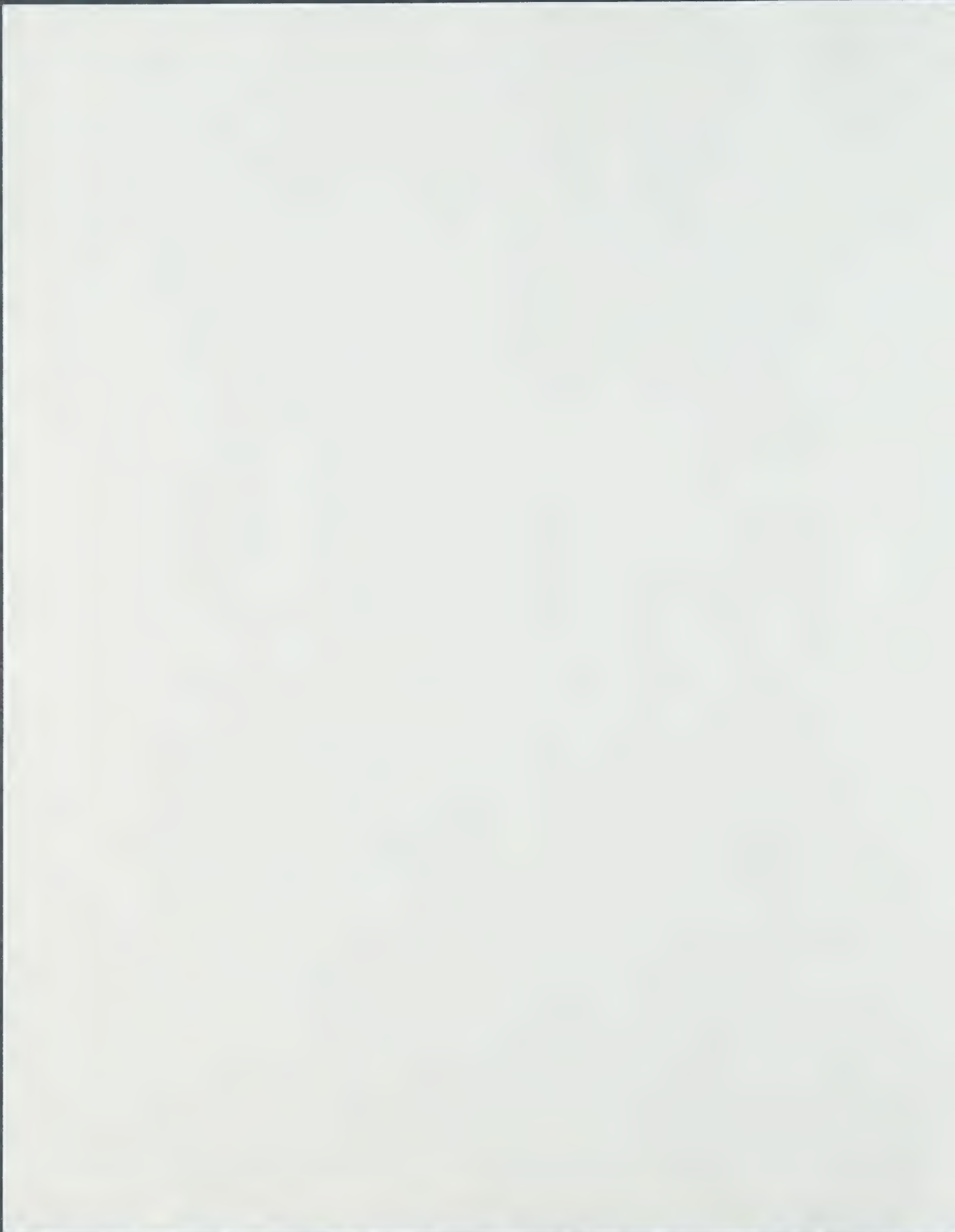
Let me discuss 86-37--39 and 87-1 with you when I see you in Eau Claire. Would it be easy for you to bring 86-38 and 87-1 with you as a possible backup for sales in Eau Claire or possible to me.

At the risk of sounding like a broken record, I do hope that you will consider painting the family, in all media.

Fond regards.

As always,

Alfred Bader  
AB:mmh





# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

March 9, 1987

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John:

My family likes your works almost as much as I do, and I am happy to be able to report to you that my son Daniel has purchased two of your temperas and one pencil drawing, and my son David has purchased one pencil drawing.

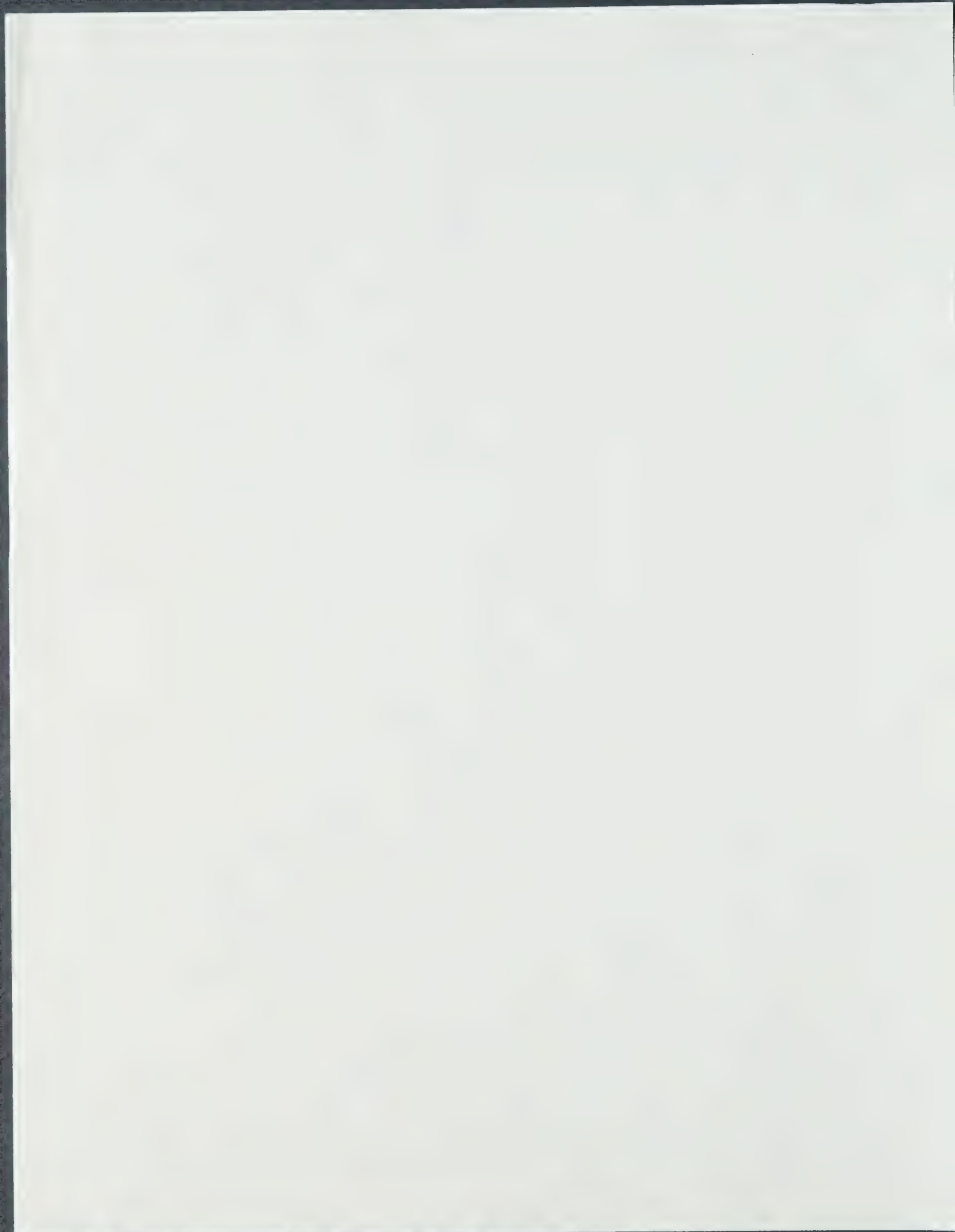
Daniel's works are the tempera "Morning Chores" and the tempera "A Quiet Corner" with those quaint boxes. Daniel's drawing is the drawing which was preparatory for the painting which I hope will be on the Eau Claire catalog cover. David's drawing is the basket with pears.

In my last letter, I asked you to bring documentation for your 1986 works. I had overlooked that I really had all of that documentation which I had just mislaid in a folder which I have now found.

Isabel and I so look forward to seeing you in Eau Claire. Fond regards to you and your family.

Sincerely,

Alfred Bader  
AB:mmh





# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

April 13, 1987

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John,

I trust that you had a good trip home and found the family well.

Referring to your letter of February 9, this is to confirm that I have released 86-37 and 86-39 so that you are free to offer them to others. I have taken 86-38 and 87-1 and look forward to your invoice.

If you still have 86-37 and 86-39 at the time of the Terre Haute show, then I would suggest that you send those two to that exhibition.

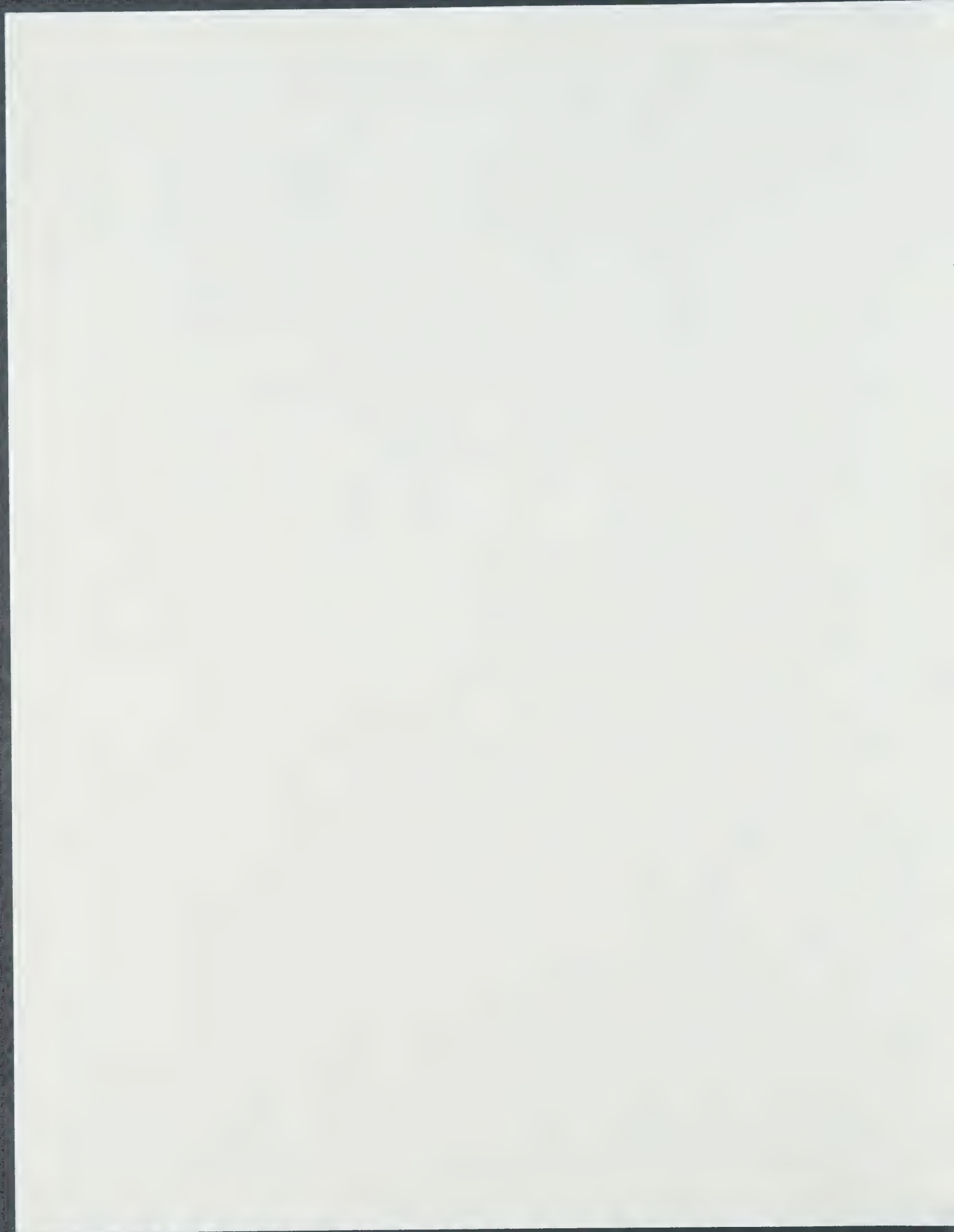
Enclosed please find copy of my letter to Jim Bates. Please send him slides of six released works, five temperas and oils each with retail price of \$2000 <sup>to</sup> ~~and~~ \$3000, as well as 86-37 with a retail price of \$1800. Please include a note about reproduction rights.

I would also like to confirm that I plan to take all of your works which remain unsold at Eau Claire. Please send me an invoice as soon as you know which are not sold. I will then be able to send you a statement of accounts.

Best regards to you and your family,

Alfred Bader  
AB:mmh  
Enclosure





AIDE MEMOIRE

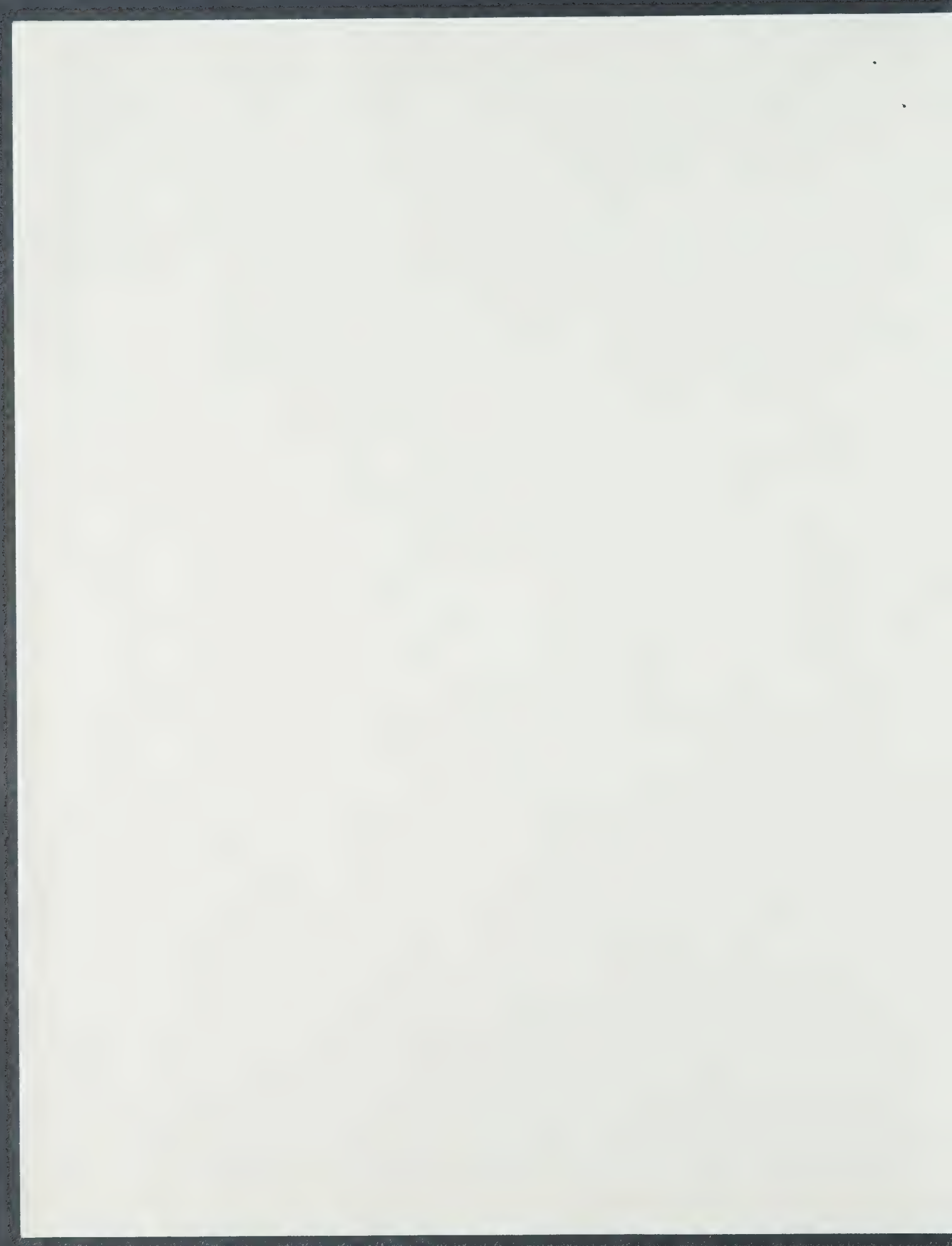
To: Marvin Klitsner

Isabel and I went to the University of Wisconsin in Eau Claire on Wednesday, April 8, to visit the Chemistry Department and the Art Department of the university, and to be at the opening of an exhibition, catalog attached, of some of our older paintings and some of John Whalley's. John gave two lectures on his work at the university.

I had arranged for the exhibition and paid for the catalog.

John met with us late that Wednesday evening, and in a very long discussion expressed his great unhappiness with our collaboration. The three points most important to him were the following:

1. He had hoped that I would take a sufficient number of paintings so that year by year there would be no carryforward. John started last June and during the one visit with him last fall I had taken \$4800 dollars worth of paintings along. I then released all the other paintings for John to sell to others. He sent 6 paintings to Eau Claire and some of these have now been sold, and I told him that I would take all of the paintings unsold. Also, he brought some additional paintings to Eau Claire, and I took two valued at \$3000. Thus a total that he will have sold by June 30 will have been about \$15000 worth with a \$9000 carryforward to next year. He stated that he found it very difficult to live with such a burden, even though I pointed out, of course, that he would never have to repay the money other than in work.



2. He stated that he found it very difficult to live on \$24,000 a year and had to take a loan from his family.

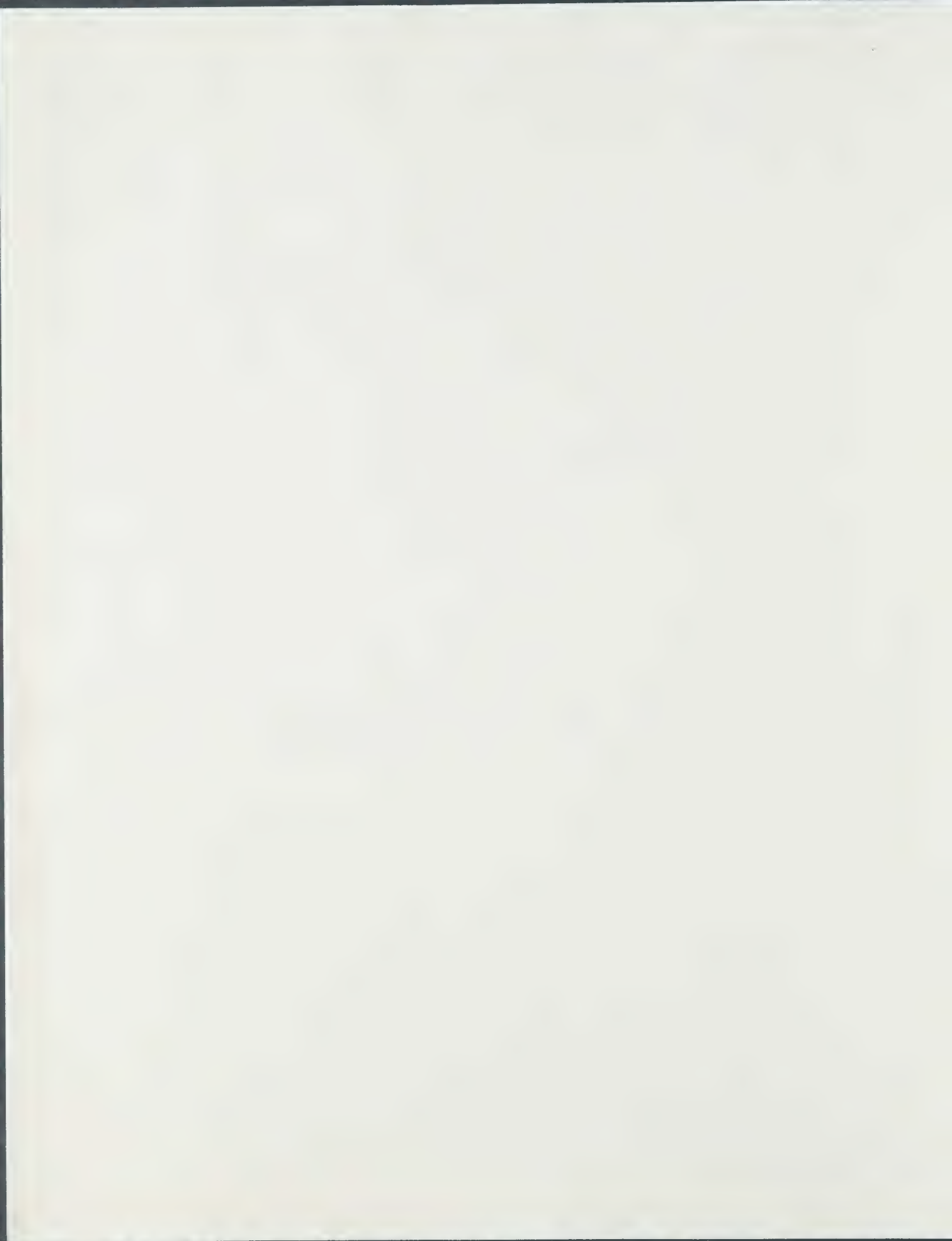
Of course, I pointed out that he had many paintings to sell to others and that such additional sales would bring in more money. Thus, for instance, I know of at least two paintings that have already been sold in Eau Claire and that will give him an additional \$3000 beyond the \$24,000 we are paying.

He asked about our understanding about accepting outside work, and I said that if he were to take, for instance, a teaching position in a summer school we would give him a release to do such work, but that we would not consent for his doing routine work such as sales work, or carpentry.

3. Most bothersome to John was the five-year option beyond the first three years of contract. Even though he had had the contract for study for several weeks, had discussed it in detail with his father and had consulted an lawyer, it had not been clear to him that we had an option for a further five years.

In the discussion which last for some two hours from about ten to midnight, it was clear that John is really unhappy, and he stated that his output had really suffered because of this burden on his mind.

I pointed out that until we signed the contract he had been quite a versatile artist, doing still lifes, portraits and animal paintings, and that I had found it easiest to sell his portraits of his own children. Since last June, he has done only still lifes and has refused to accept commissions for portraits which I had found for him. His still lifes are by no means inexpensive, ranging from \$2000 to \$3000





Aide Memoire - 3

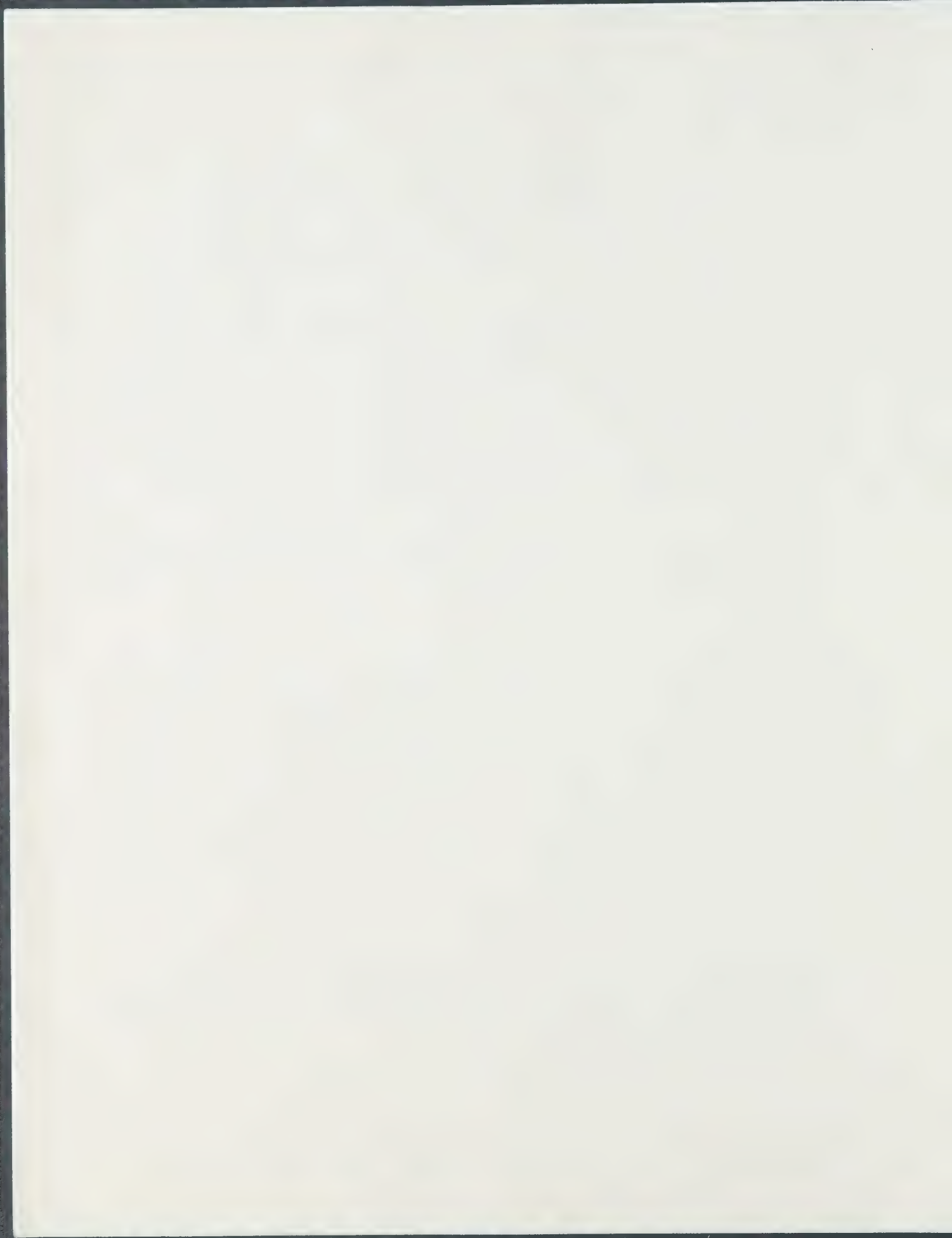
each, and I have simply not found that many customers for that single kind of painting. If he had continued to paint people and also animals, there would now not be the relatively large carryforward of \$9000.

Beyond assuring John that we would consider carefully permission for him to accept any position that would enhance his career--for instance, a part time academic position--I did not promise any changes in the contract. I did say that I would discuss this with you and that you and I would telephone him for a discussion after your return from Israel.

I feel that John is tremendously naive and am shaken by his lack of appreciation of our very substantial efforts.

Thus far, I have arranged for three exhibitions of his work, at Purdue, Eau Claire and in Terre Haute. We have printed 20,000 reproductions of one of his paintings and have put two other paintings on two Aldrich catalogs with a total circulation of 400,000. Thus his name has become quite well-known, even though--before our meeting--he had sold very few paintings to anyone else. Before our meeting he had a one-man show in a gallery in Boston and all 28 paintings were returned unsold.

He now hears of artists who he believes are of comparable ability who sell their paintings for many thousands of dollars and he must certainly feel that we are taking advantage of him.



Aide Memoire - 4

I doubt that he realizes what his attitude does to me, and to my enthusiasm for his work.

Among several alternatives are these three:

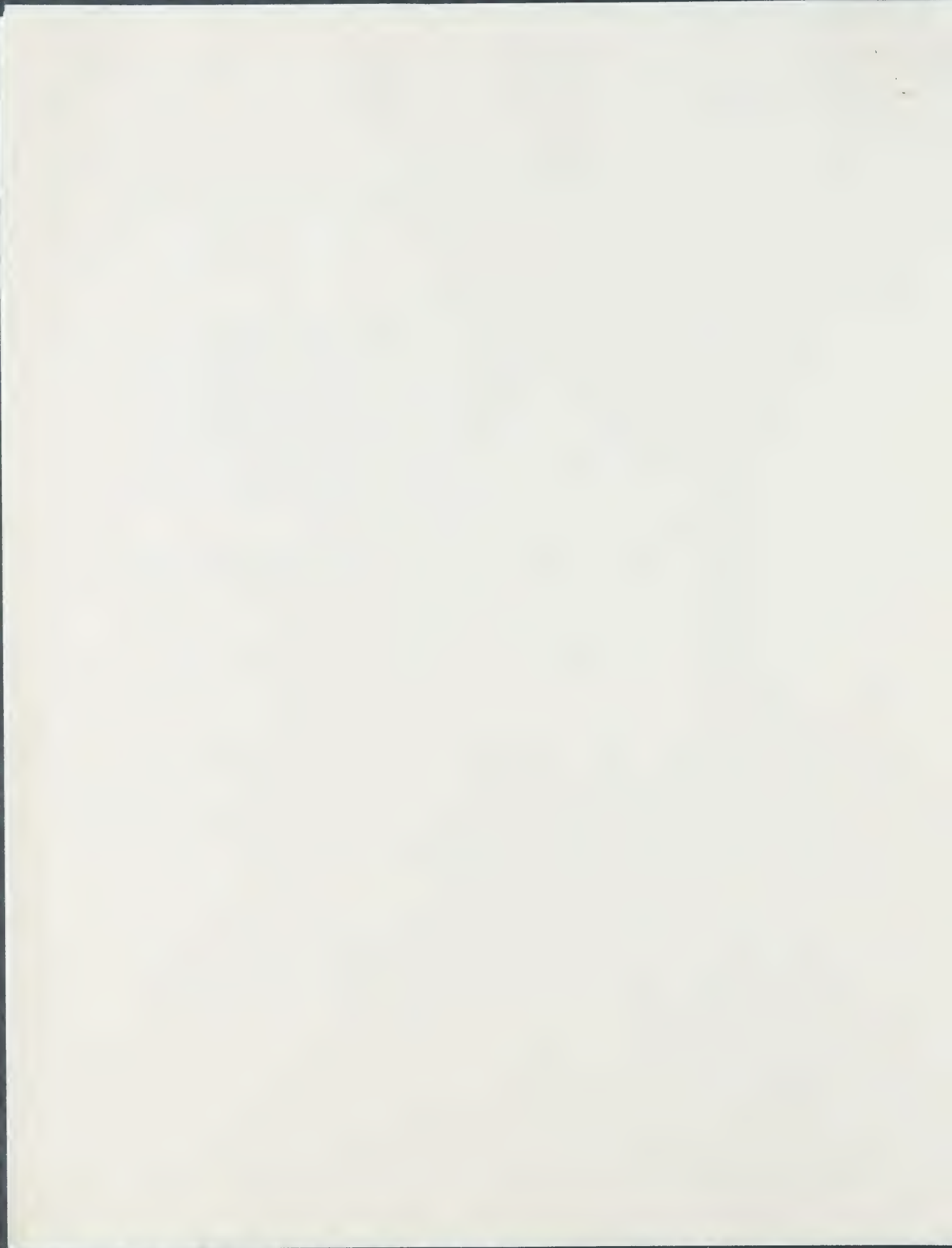
- A. We simply insist that a contract is a contract and leave it at that.
- B. We amend the paragraph giving us five-year options. One alternative might be to release him from that option provided that we get first choice of a number of paintings each year for those five years. It might well be that that is a viable alternative, and I would suggest considering an option for three paintings each year.
- C. We offer to scrap the contract altogether, cease further payments soon and let him find out for himself how well he can do. If we agree on alternative C, we would simply have to have first choice for his paintings in the agreed price range until the carryforward is payed off.

Prior to this very unhappy discussion with John, I had discussed the contract with a number of artists and a number of dealers, all of whom had been absolutely unanimous that it was a totally fair contract and that most young artists would be exceedingly happy with such an arrangement.

If we agree on alternative C, then I would really like to make a concerted effort to find other really able young artists, for such collaboration.

AB:mmh

4/27/87





## an AIMemo

FROM DR. AL BADER

May 187.

Issue:

Please let me know

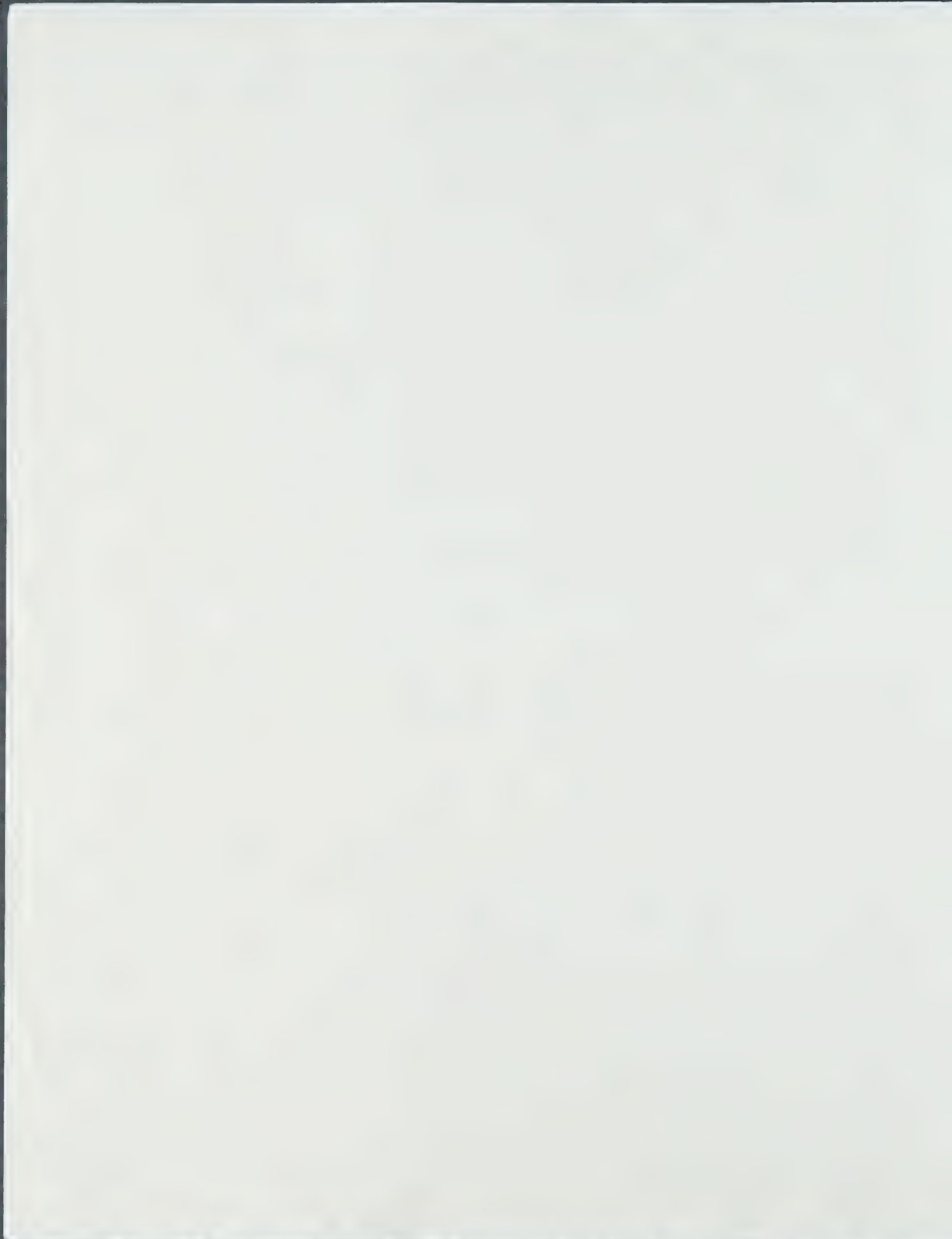
(1) details of payment received by you from Fran Claire for prints & paintings sold

(2) whether you have sent slides to Rex Bates at State Farm.

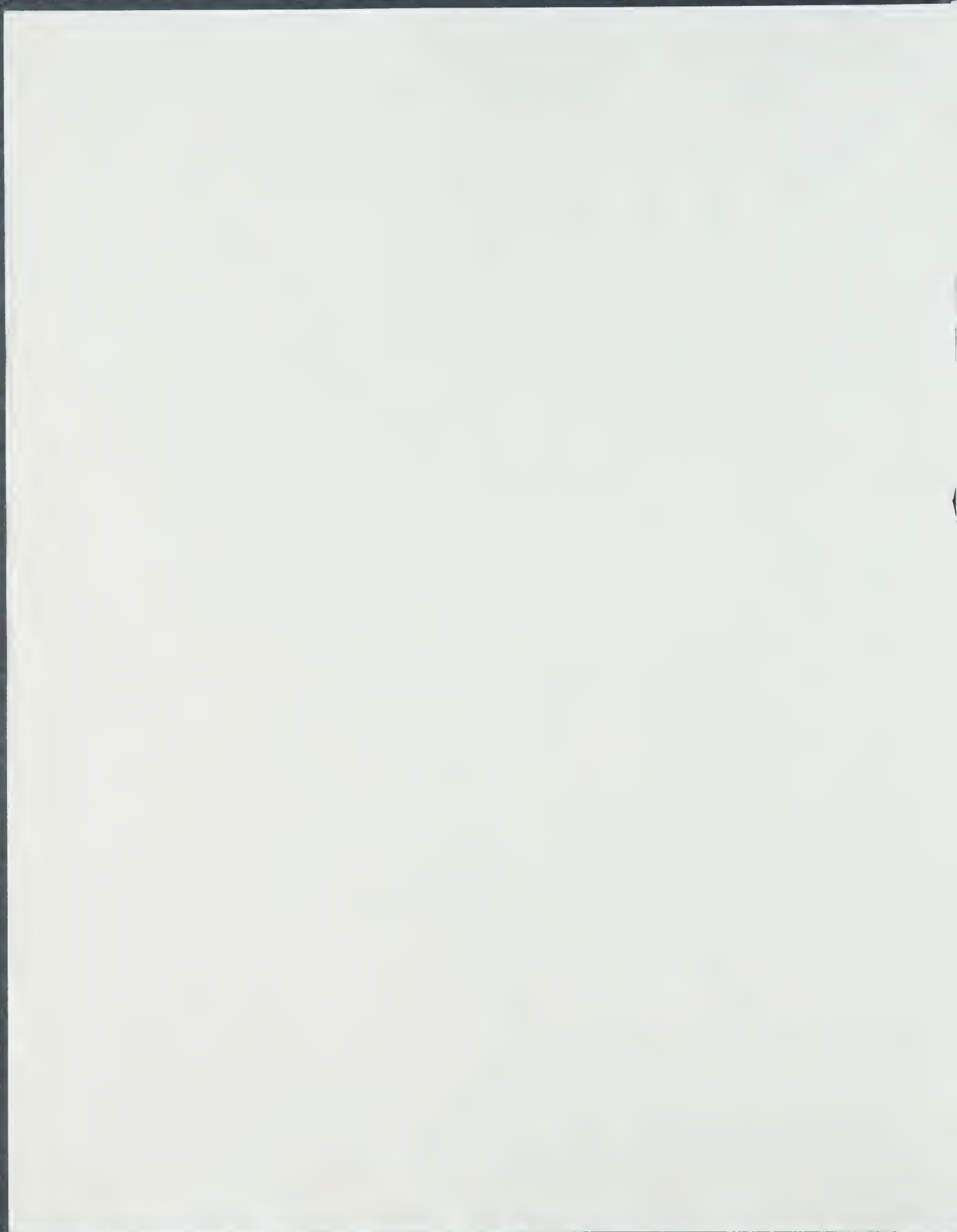
Also please send invoice for the original work (not prints) unpaid in E.C.

Thanks      A.B.A.









JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, ME 04084  
Telephone: (207) 642-4314

May 5, 1987

Dr. Alfred Bader  
Alfred Bader Fine Arts  
2961 North Shepard Ave.  
Milwaukee, WI 53211

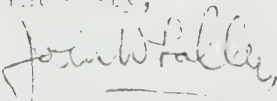
Dear Alfred,

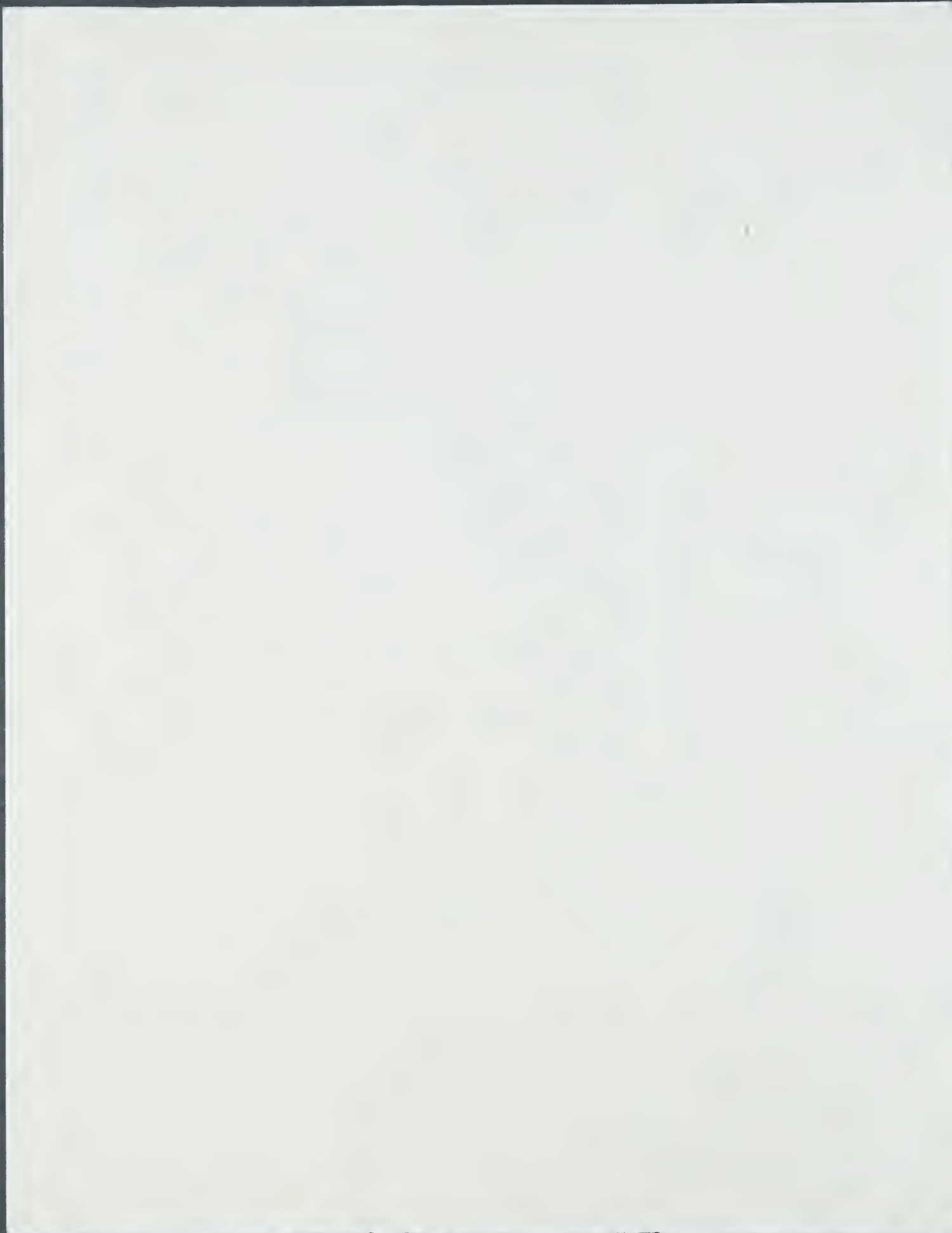
This is to acknowledge that the following works of art were purchased by you, with the price of sale being credited to my account with you:

#86-8 "Pears & Grapes", Pencil, 10 $\frac{1}{4}$ "X 16 $\frac{1}{4}$ ", 1986	\$ 850.00
#86-18 "The Woodpile", Pencil, 14"X 19", 1986	\$ 750.00
#86-20 "Bowl of Eggs", Watercolor, 16 $\frac{1}{2}$ "X 23 $\frac{1}{2}$ ", 1986	\$ 1,350.00
#86-36 "Late Sun", Oil/Panel, 24"X 36", 1986	\$ 2,400.00
	<hr/>
Total	\$ 5,350.00
Less Dealer's Discount (30%)	<u>-\$ 1,605.00</u>
Amount of Credit	\$ 3,745.00

Thank you.

Sincerely,

  
John Whalley





JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, NE 68084  
Telephone: (207)642-4314

May 5, 1987

Dr. Alfred Bader  
Alfred Bader Fine Arts  
2961 North Shepard Ave.  
Milwaukee, WI 53211

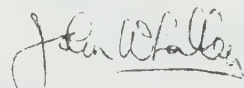
Dear Alfred,

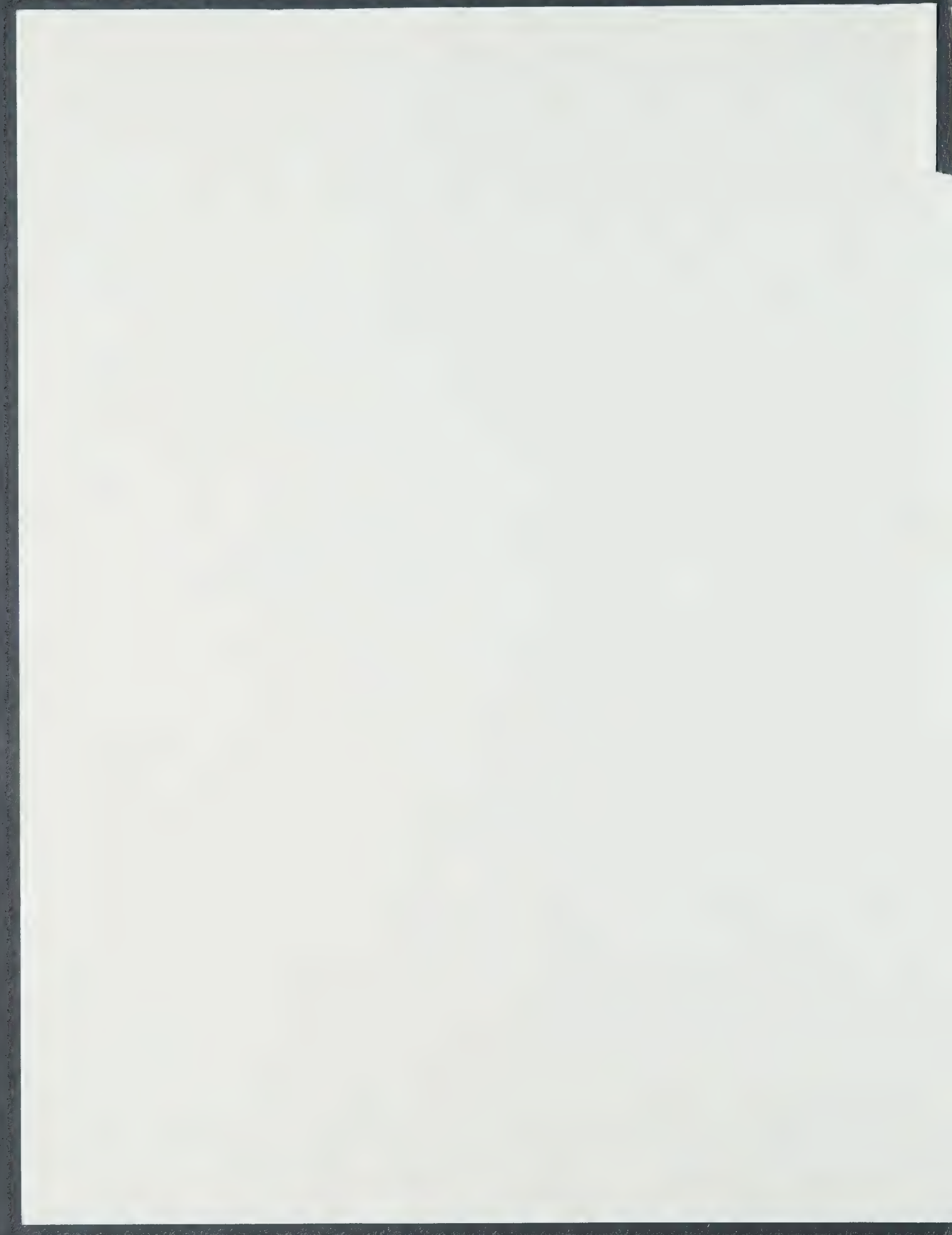
This is to acknowledge that a credit of 20% of the selling prices of the following works of art is to be made against this next payment by Alfred Bader Fine Arts to John Whalley:

#86-23 "Bowl of Peaches" Oil/Panel 16" X 24" Sold to the Univ. of Wisconsin, Eau Claire April, 1987	\$ 1,700.00
#86-24 "Pears" watercolor 9" X 7" Sold to Mr. & Mrs. Leo Ochymowycz, Eau Claire, WI May 1, 1987	\$ 650.00
	<hr/>
Total Sales	\$ 2,350.00
	<hr/>
Credit of 20%	\$ 470.00

Thank you.

Sincerely,

  
John Whalley





# ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

May 5, 1987

Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John:

You must have realized how taken aback Isabel and I were with your dissatisfaction with our existing contract.

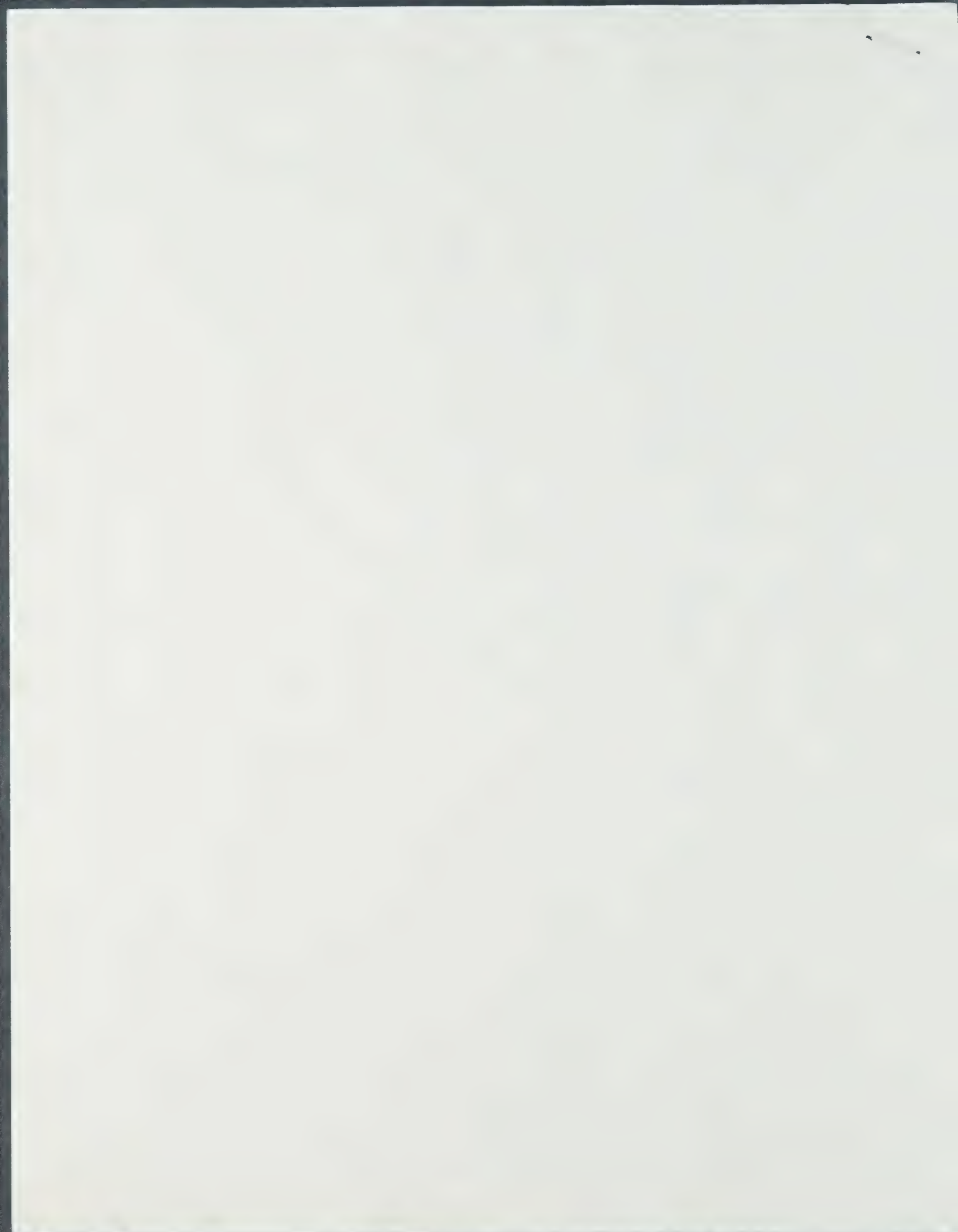
You will recall that our mutual purpose was to make it possible for you to terminate your regular employment so that you could concentrate on painting; to promote your status as an artist without necessarily realizing any return on our part until that promotion had materialized and after the initial period of years to have an opportunity to benefit from our joint efforts for a period of years thereafter.

If the plan were successful you would be elevated to a status where your work in subsequent years would be far more valuable to you, and we would have had a chance to have been compensated for our efforts in these early years.

To date, we have provided you an assured income of \$24,000 a year which would increase from year to year in the future, in addition to your having an opportunity to increase your earnings by the sale of paintings over and above those necessary to meet the minimum assured payments to you. While there could be some year to year carry-forward in obligation to provide paintings by you, you were never exposed to the obligation of repaying unearned advances in dollars.

We had understood this would give you the freedom to be more productive than in the past. Apparently, from your reaction, this has not been the case. Notwithstanding the substantial steps we have taken to promote your status as an artist, including the distribution of 20,000 reproductions of your work and several hundred thousand Aldrich New Products Brochures with your paintings on the covers, the arrangement of beautiful shows at Purdue University and the University of Wisconsin in Eau Claire, and the planning of additional promotions of this kind for the future, you find yourself, as you put it, "unable to work under these circumstances."

*Alfred Bader*



Mr. John Whalley

May 5, 1987

Page Two


Although we have difficulty understanding your reaction, we certainly would not wish to hold you to the contract. Accordingly, if you wish to terminate the arrangement, please so indicate at the foot of this letter and upon receipt of a copy of it with your signature, we will discontinue monthly payments and any other efforts on our part, except those we may wish voluntarily to undertake, and expect of you only that you continue to give us right of selection and first refusal of your output under the existing price schedule and other terms of the agreement until we shall have selected paintings equal to the amount of funds advanced to you prior to termination.

Best regards.

Sincerely yours,

B & K ENTERPRISES, INC.

By



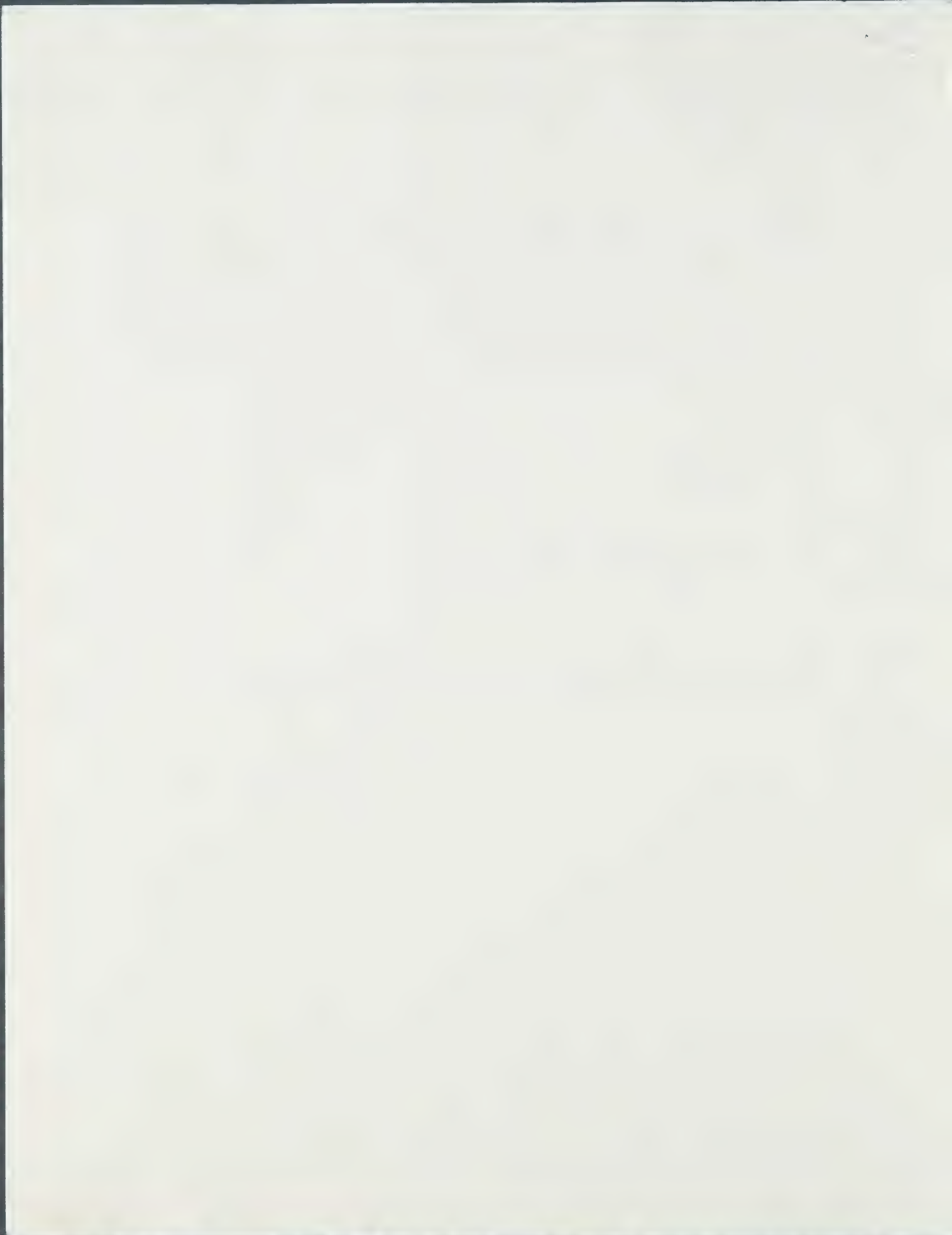
Alfred Bader

Pursuant to your offer as outlined above, I hereby accept termination of our existing contract as of this date on the terms above provided.

\_\_\_\_\_  
John Whalley

Date \_\_\_\_\_





JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, Maine 04084  
Telephone: (207) 642-4314

May 10, 1987

Dr. Alfred Bader  
Alfred Bader Fine Arts  
2961 North Shepard Avenue  
Milwaukee, Wisconsin 53211

Dear Alfred,

Your letter of May 5, 1987, offering to terminate our agreement is very much appreciated. I find myself beginning to feel more relaxed already at the thought of the termination.

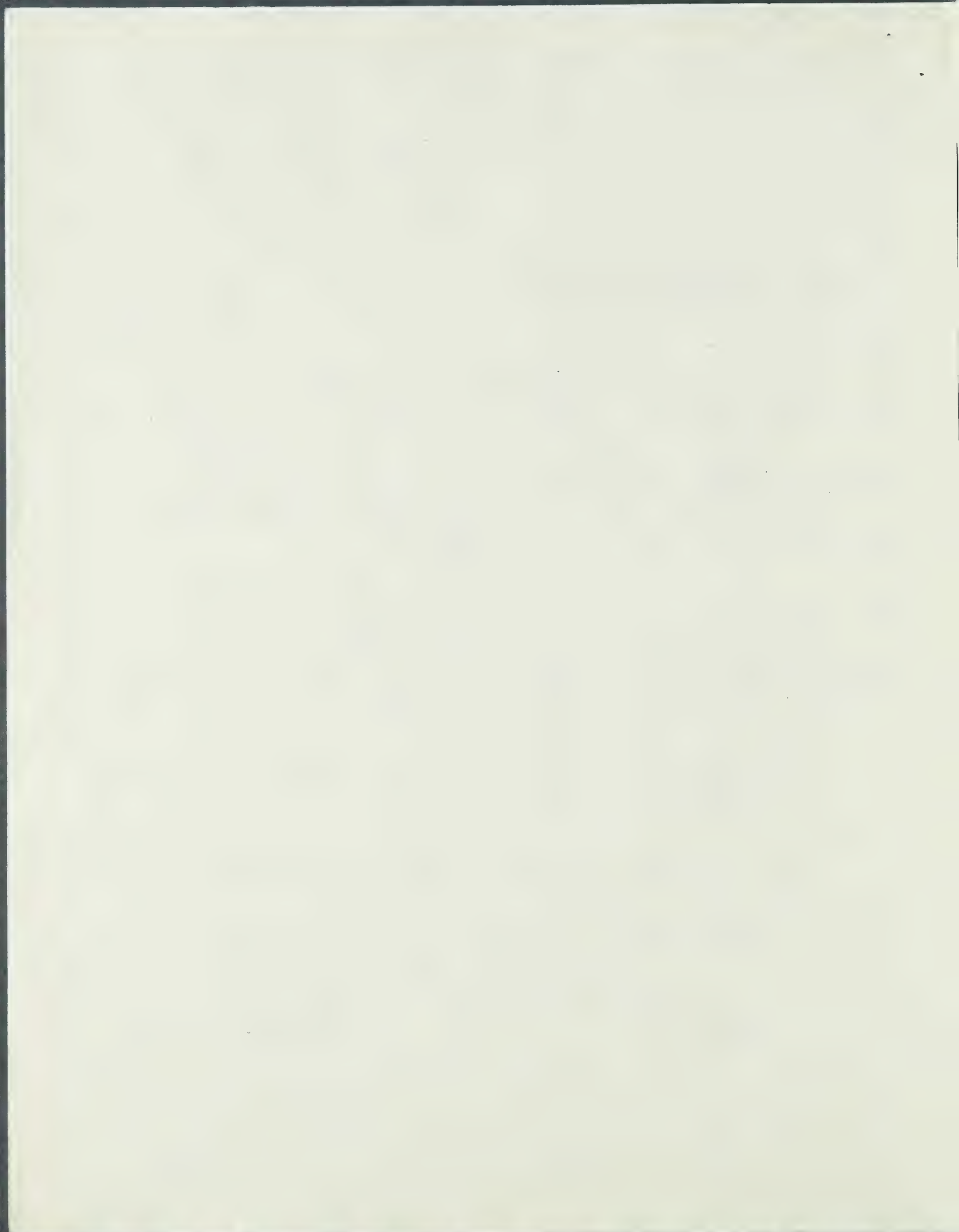
I am concerned, however, that your proposal for offsetting the balance of payments already advanced to me would prove to be a very difficult one to live with, especially regarding the indefinite period of extended time, being at your discretion, under which I would remain indentured to you. Accordingly, I would like to suggest the following plan.

You will find enclosed a listing of thirty-six works of art in various media now in my possession that have been released by you during this past year. From this body of work, having a dealer's Value of \$ 33,497.50, I would suggest works be selected by you as we presently agree to terminate our agreement equalling the balance of funds already advanced to me under our contract. I believe you have slides of all the works described on this list, with the exception of #87-2, which you saw in Eau Claire.

In addition, as an expression of my appreciation for our relationship and of my desire to have the termination be a friendly and harmonious one, I would like to offer to you an additional group of works from this list, the number of which to be agreed upon between us.

My figures indicate that as of April 30, 1987, the balance of advanced funds and dealer's Commission for private sales is as follows:

Retainer payments - 7/86-4/87	\$ 20,000.00
20% Commission due you - Eau Claire	\$ 470.00
Total	<u>\$ 20,470.00</u>
Less credits to date	<u>\$ 8,545.00</u>
Balance Due	<u><u>\$ 11,925.00</u></u>



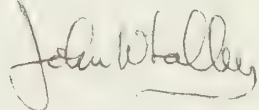
JOHN WHALLEY  
ARTIST

Dr. Alfred Bader  
May 10, 1987  
Page Two

The above final figure does not include your May '87 payment to me, which I have not yet cashed, and will return to you should we both find the above arrangement I have described mutually satisfactory.

I will look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "John Whalley". The signature is written in dark ink and is positioned above the typed name.

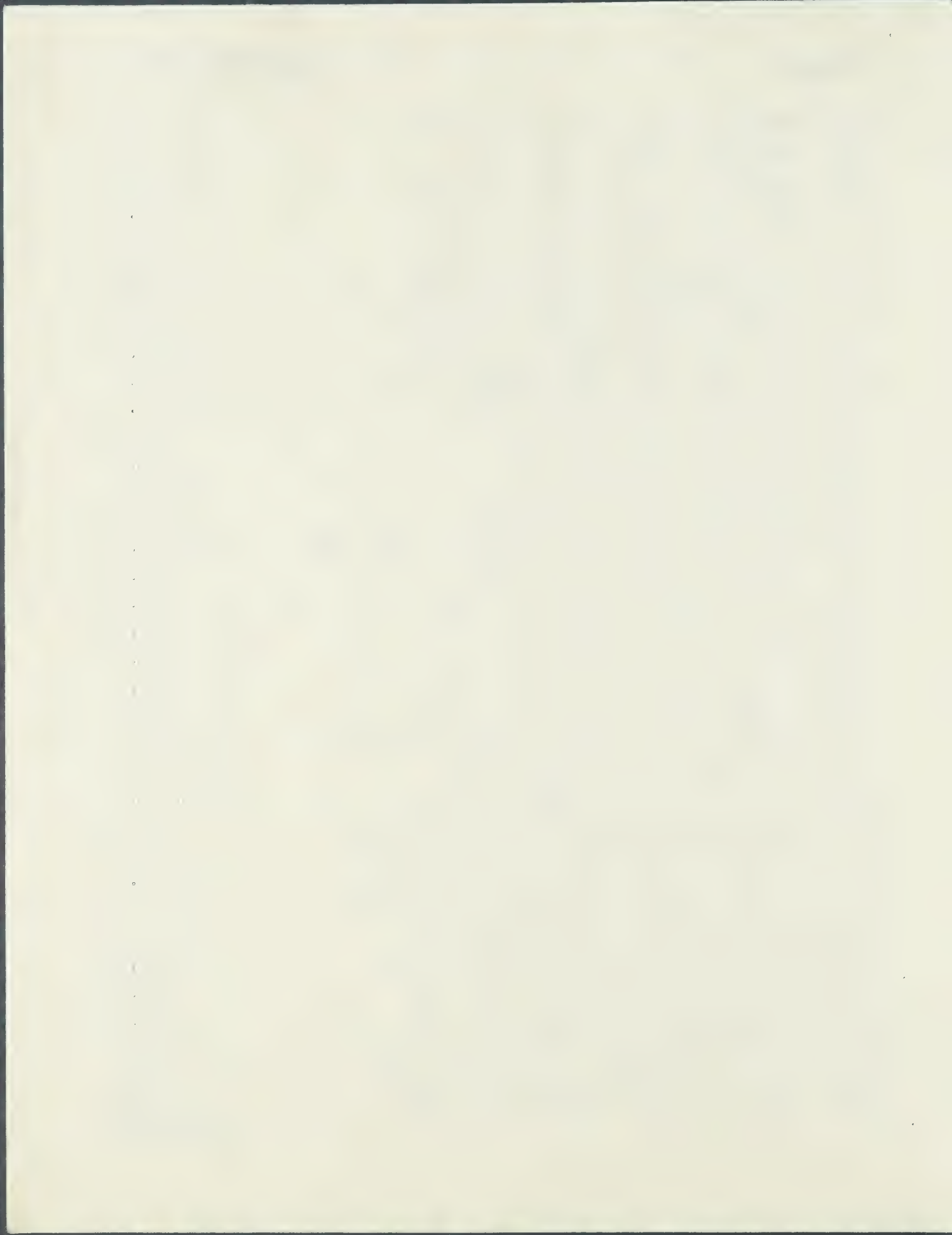
John Whalley





ARTWORKSDealer's Price:  
(Retail minus 30%)

#79-4 "Morning Field", Pencil, 16½" X 24½",	\$ 700.00
#80-1 "Pumpkins", Pencil, 13½" X 22"	\$ 425.00
#80-3 "Springwater", Egg Tempera, 24" X 18"	\$ 1,200.00
#81-7 "Last Rose", Egg Tempera, 20" X 30",	\$ 2,000.00
#81-14 "Island Bell", 15½" X 22½", Pencil	\$ 625.00
#81-16 "Monadnock Summit", Pencil, 23" X 47"	\$ 750.00
#81-18 "Island Museum", Pencil, 13½" X 20½"	\$ 625.00
#81-20 "Basket of Pears", Pencil, 14½" X 23"	\$ 650.00
#82-3 "The Dory", Egg Tempera, 22" X 18½"	\$ 1,200.00
#82-5 "The Guest Room", Egg Tempera, 30" X 20"	\$ 2,000.00
#82-6 "Abandoned", Egg Tempera, 18" X 24"	\$ 1,400.00
#84-5 "Deer Portrait", Pencil, 22" X 17"	\$ 725.00
#85-3 "Ruthann", Pencil, 18" X 22"	\$ 650.00
#86-2 "Upstairs", Egg Tempera, 24" X 36"	\$ 2,100.00
#86-3 "Doorway", Pencil, 14" X 20½"	\$ 650.00
#86-4 "Still-life with Cans", Watercolor, 18" X 24"	\$ 1,200.00
#86-7 "Hayfork", Pencil, 15¼" X 22½"	\$ 725.00
#86-10 "Isabel Bader", Pencil, 12" X 15¼"	\$ 700.00
#86-11 "The Oil Lamp", Pencil, 13¼" X 20¼"	\$ 752.50
#86-12 "Brandy", Pencil, 17" X 17½"	\$ 805.00
#86-13 "Cape Elizabeth", Watercolor, 16" X 21½"	\$ 875.00
#86-14 "Basket Study", Pencil, 11¾" X 17¾"	\$ 525.00
#86-16 "Portland Head Light", Oil/Panel, 20" X 24"	\$ 1,050.00
#86-19 "First Run", Pencil, 16¾" X 17¾"	\$ 735.00
#86-21 "Isabel Bader", Egg Tempera, 20" X 26"	\$ 2,100.00
#86-25 "Apple", Watercolor, 9½" X 11½"	\$ 350.00
#86-26 "Four Pears on Cloth", Pencil, 13" X 18¼"	\$ 647.50
#86-27 "Shell on Cloth", Pencil, 18¼" X 18¼"	\$ 717.50
#86-28 "Shell with Mums", Watercolor, 21¼" X 15¼"	\$ 805.00
#86-29 "Vase with Mums", Pencil, 15½" X 9"	\$ 332.50
#86-30 "Shell with Mums", Oil/Panel, 30" X 20"	\$ 1,295.00
#86-31 "Clover in Vase", Pencil, 17¾" X 8¾"	\$ 350.00
#86-33 "Mantlepiece", Oil/Panel, 13½" X 18"	\$ 892.50
#86-37 "Basket and Spade", Watercolor, 16½" X 24"	\$ 1,260.00
#86-39 "Cans and Creamer", Pencil, 17¼" X 25¼"	\$ 840.00
#87-2 "Eight Peaches", Pencil, 17½" X 22½"	\$ 840.00
	<u>\$ 33,497.50</u>



Telephone conversation between Alfred Bader and John Whalley  
May 13, 1987

- A Hi, John, this is Alfred. Let me go over this whole thing again. Keep in mind I only have the gist of the letter and the accounting which Isabel read to me by phone. I don't have the list of the 35 paintings, but it isn't material. There is just one serious error in your calculation; namely, we have bought from you to date, not \$8,545's worth, but \$12,115. Let me reiterate how this comes about. Last October or November, we took \$4,800's worth. Does that check with your record?
- J Right, yep.
- A Then we bought four works for \$3,745. The four works that we not sold in Eau Claire. Right?
- J Right, and then the two that
- A And then the two which at \$3,570 which you forgot. So the total is \$12,115. Take that off the \$11,925 and you come with a balance due us of \$8,355. Now, my proposal is, let me try to put it as succinctly as I can, that we will try very hard to take at least paintings of that value when we visit you in October. On the very slight chance, and a wouldn't put it greater than 1 in a hundred, that we can't agree, then I must take paintings by the end of 1988, but the chances are 99:1 that we'll simply wash it out in October. It is only \$8,355 and of course we feel obligated to take the two works of Isabel. Those were commissioned works. It is just that I would much rather pick the paintings and hopefully also one, including one or two that I haven't seen that you will be working on. In the meantime, keep in mind the contract is cancelled. You will return the \$2000. You are now free to offer any of these paintings to any dealer at any prices, it's your decision.
- J OK. That was my concern in continuing with my work that I would be free to really take a step into, approach a gallery and not have
- A Of course, of course, and what I hope that will happen that we continue to be a good friends and I continue to be a good customer of yours, that we work together if it is to your liking.
- J Sure. . .
- A The exhibition in Terre Haute, because we promised you to them, but I have enough paintings between my family and my friends and myself that we could go it alone, but why should we go it alone, and that I'd be delighted if you'd send me slides of your work without any obligation, but show me what you are doing. . .
- J Sure
- A Without obligation, and then I'll say, "Gee, I love this" and I'll come out and look at it.
- J That's something I'd enjoy doing because, you know, a lot of me is in the work that you have of mine, and I'd like to keep in touch with . . . . work



May 13, 1987

A Well, I don't think you ever realized John what this has done to me, because I have tried so hard to do the best I know how, and I certainly didn't want to put you into a straightjacket, I had no inkling whatsoever that you felt under pressure, because I think from any objective point of view you shouldn't really feel under pressure, but it is you, you can't jump out of your skin. That's the way it is.

J Well, OK, I'll be looking forward to receiving your, what you just said to me, you know, a copy of that

A Fine, and then luckily the sum is smaller, and then just, I'll send you my letter in two copies, just return one copy. I don't think, Marvin is a very busy lawyer, and there is really I think no need to impose on him. I will tell him everything that we have discussed and we'll go on from there.

J Good

A OK?

J Thank you

A Are you going to do carpentry work?

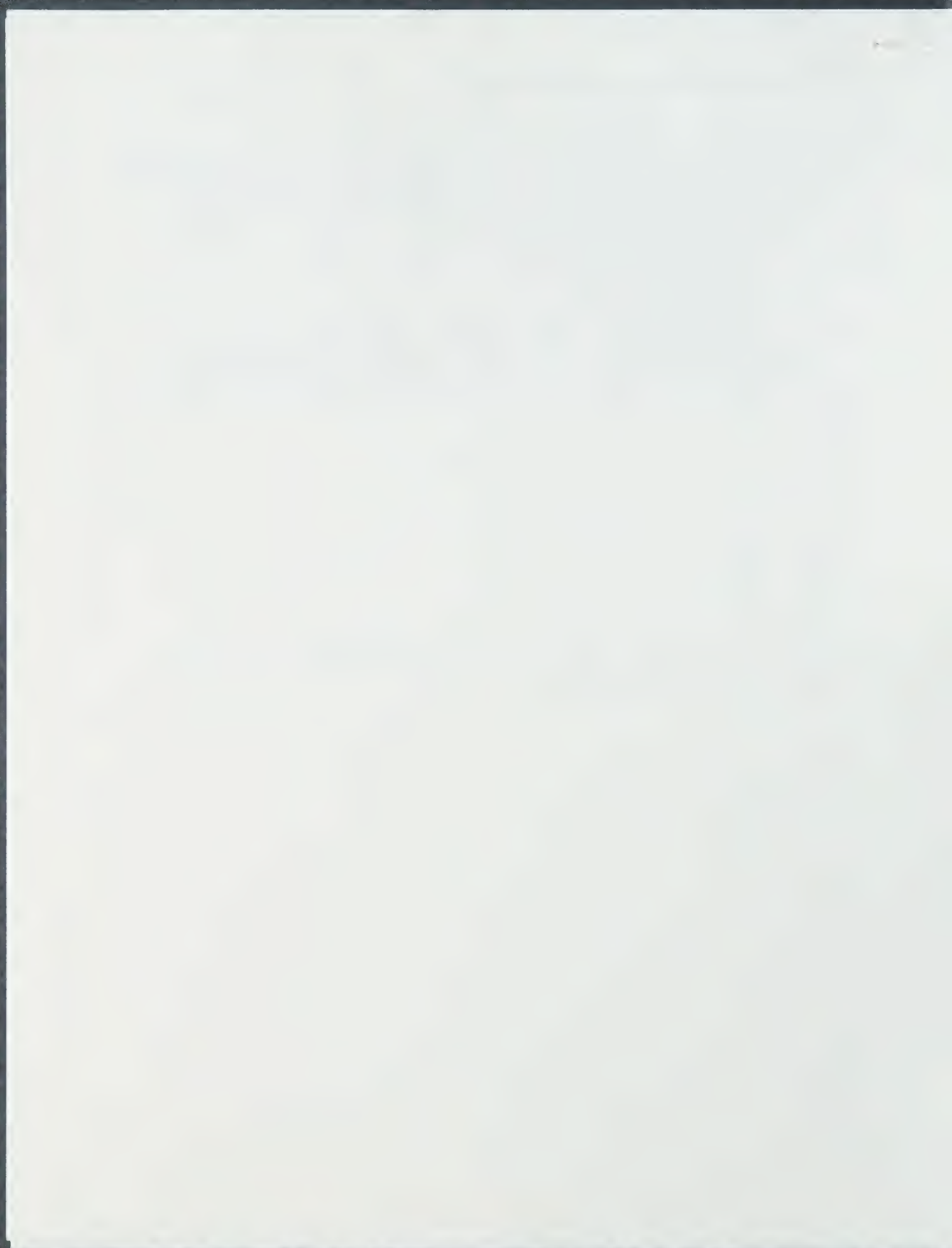
J Right now?

A Yes

J Nope, not right now. I would like to see how the artwork could manage.

A OK, good. Take care. Goodbye.





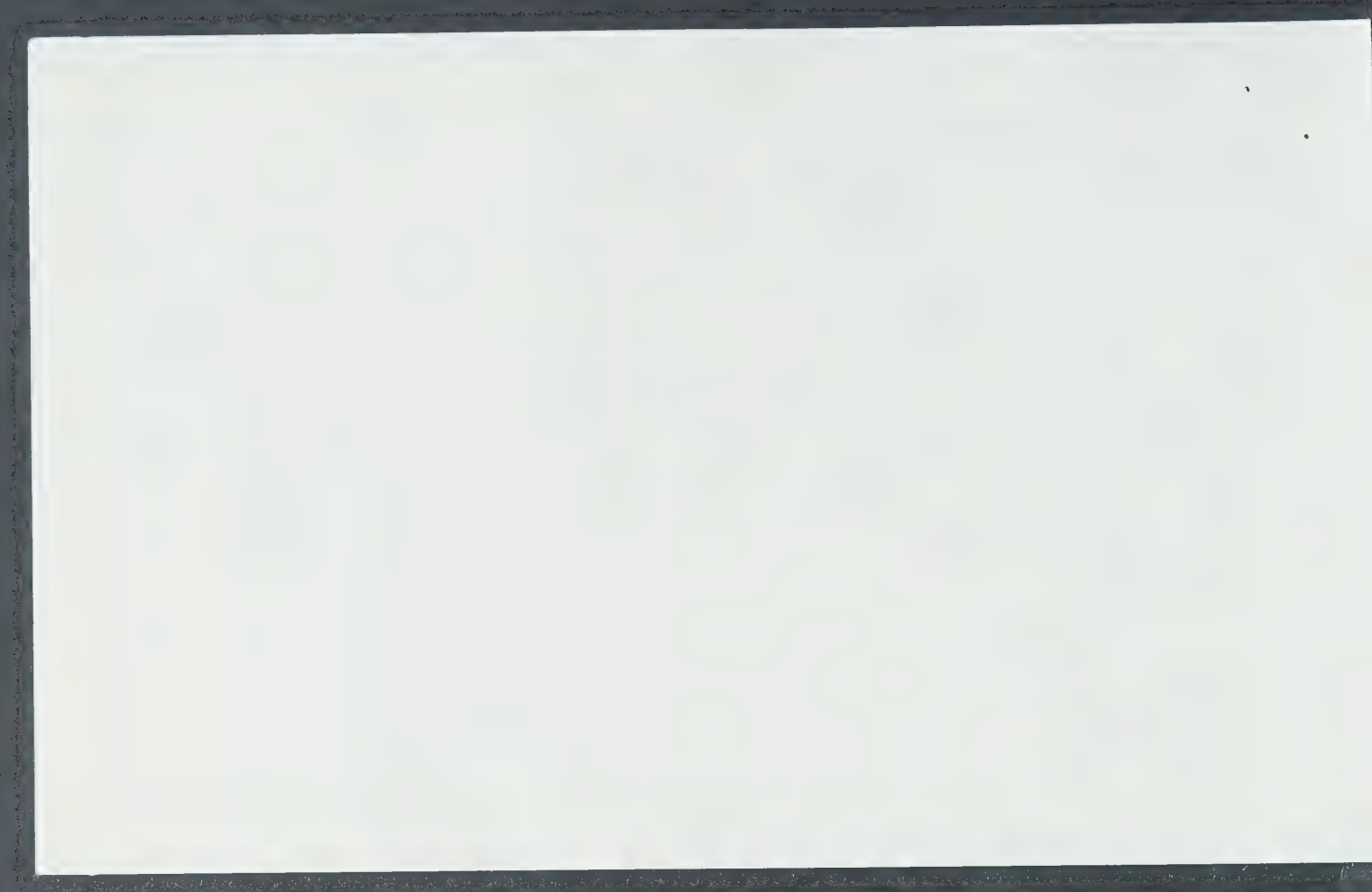
TELEX / FAX MEMO

TO: Marvin Klitsner, Esq.  
~~COUNTRY~~ Foley & Lardner, Milwaukee

FROM: A. Bader  
DATE: May 13, 1987

1/3

ENTERED MAY 13 1987





2/3

## ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE • MILWAUKEE, WISCONSIN 53211

May 13, 1987

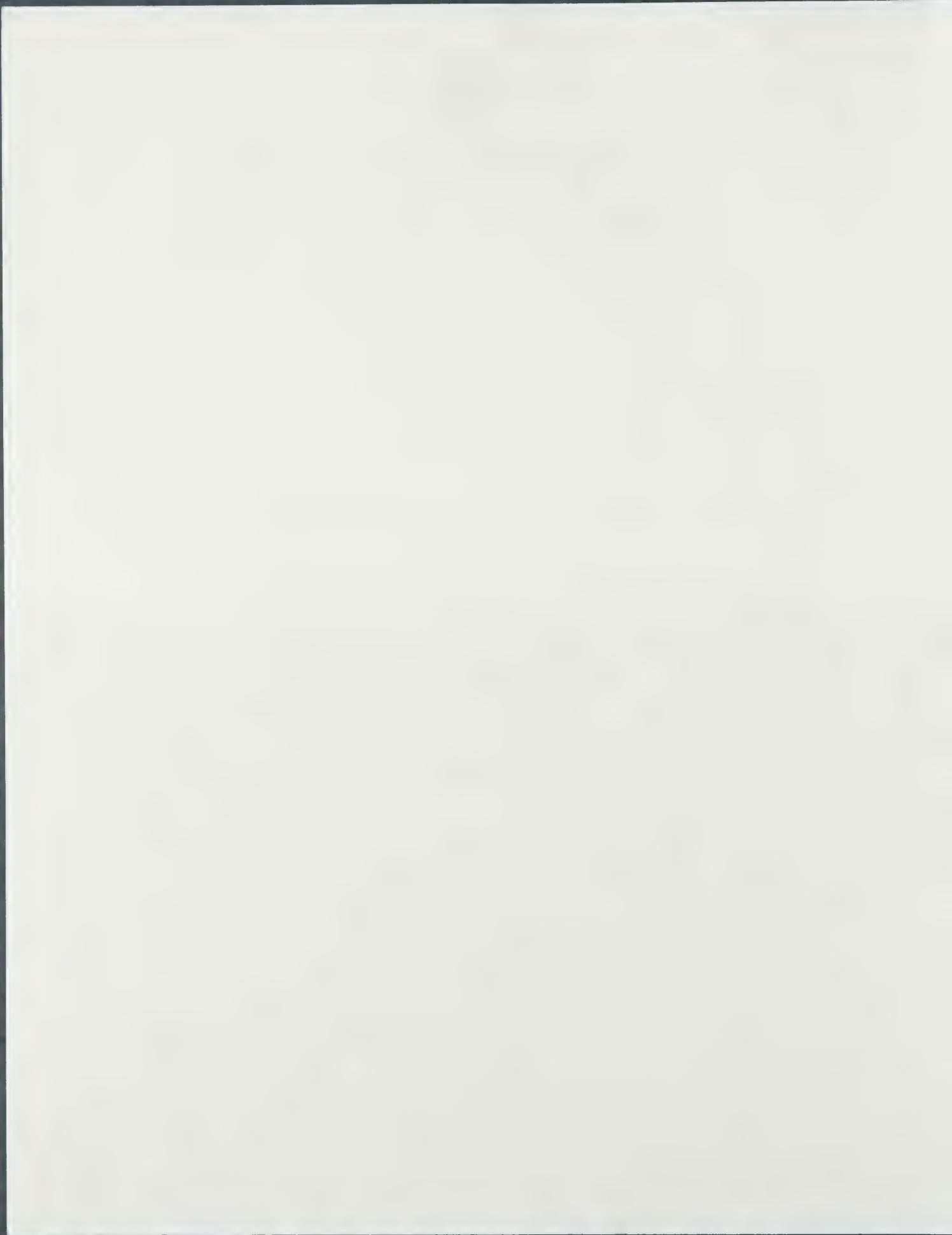
Mr. John Whalley  
P.O. Box 438  
Standish, Maine 04084

Dear John:

In response to your letter received today and in confirmation of our telephone conversation, let me state our agreement as I understand it:

1. We agreed to terminate the agreement that we have had, as of April 30, 1987, and you will return the \$2,000 May payment. There will be no further monthly payments due to you.
2. You erred in your calculation in your letter, because in the credits due, there stated to \$8,545, you overlooked the payment of \$3,570 for Nos. 86-38 and 87-1. Thus, the balance due to Alfred Bader Fine Arts is not \$11,925 but \$8,355.
3. We agreed that we would try to visit you late this year, probably on Sunday, November 8, and we would then do our very best to take enough of your works to wipe out this balance of \$8,355, entirely. I explained to you that I would much prefer to pick paintings while looking at them, than picking paintings from slides. If by any chance we should not be able to take paintings worth at least \$8,355 next October, then we will be obligated to take works for any balance due by the end of 1988. However, let me reiterate: I believe that we will be able to eliminate your entire indebtedness by our next visit.
4. Immediately on termination of our agreement, evidenced by your returning the copy of this letter and the \$2,000, you will be entirely free to offer all of your works to dealers and customers, at whatever prices you choose. You need not reserve any paintings whatsoever for us.

Of course, I would appreciate seeing slides of your new work, but you have no obligation whatever to send them once our agreement is terminated. As I told you, I am sincere in wanting to work with you in the future without, however, putting any pressure whatever on you.





Mr. John Whalley  
May 13, 1987  
Page Two

312

With all good wishes to you and your family, I remain

Yours sincerely,

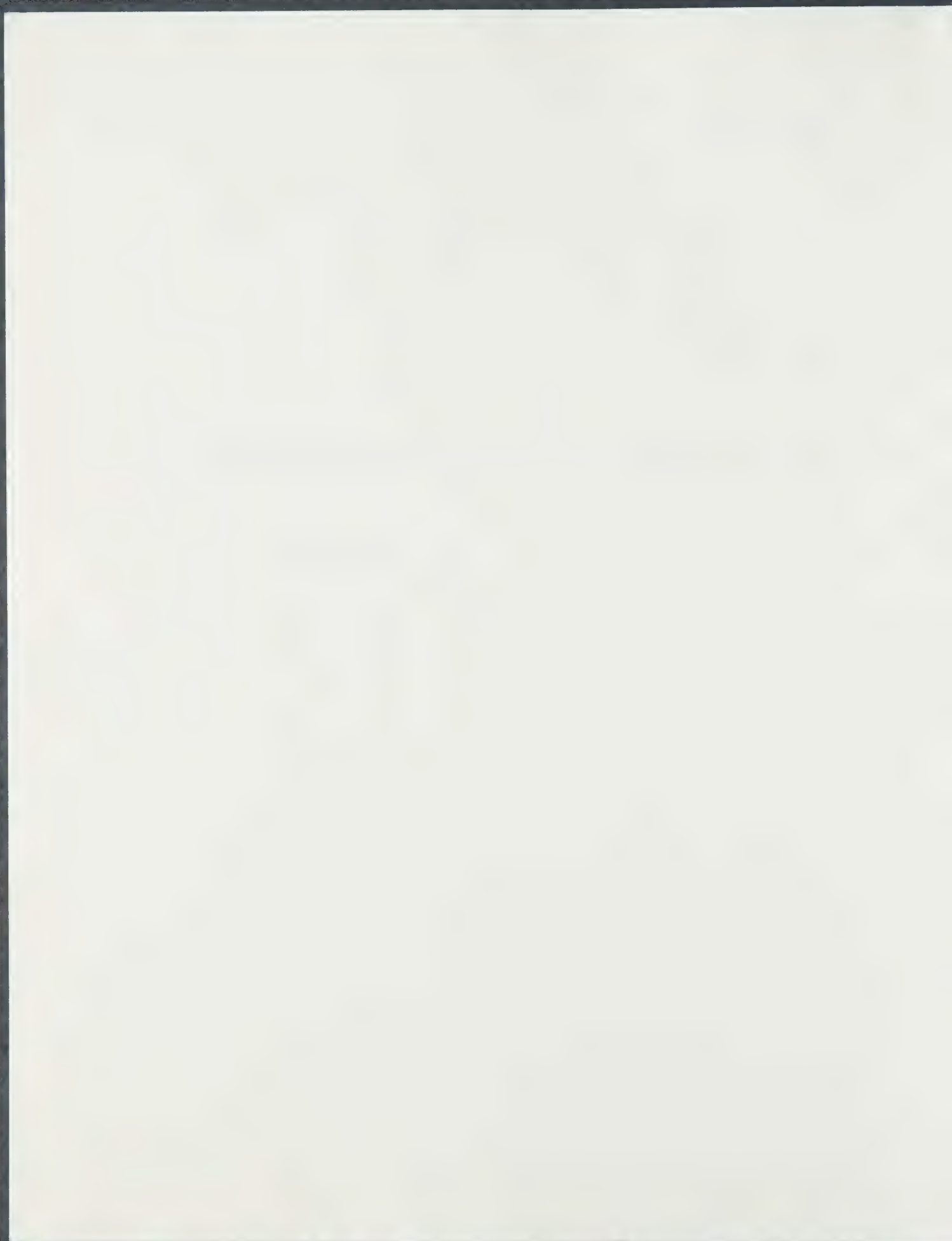
Alfred Bader  
AB:mmh

Pursuant to your offer as outlined above, I hereby accept termination of our existing contract as of April 30, 1987 on the terms above provided.

\_\_\_\_\_  
John Whalley

Date \_\_\_\_\_

- 57



Dictated by Isabel Bader over the phone 5/13/87

Whalley Letter

Your letter offering to terminate our agreement is very much appreciated. I find myself beginning to be more relaxed already at the thought of the termination. I am concerned, however, that your proposal for offsetting the balance of payments already advanced to me would prove to be a very difficult one to live with especially regarding the indefinite period of extended time being at your discretion over which I would remain indentured to you. Accordingly I would like to suggest the following plan.

You will find enclosed a listing of 36 works of art in various media that have been released by your during the last year. From this body of work having a dealer's value of \$33,497.50, I would suggest works be selected by you as we presently agreed to terminate our agreement equaling the balance of funds already advanced to me. I believe you have slides of all with the exception of 87-2 which you saw in Eau Claire. In addition, as an expression of my appreciation for our relationship and my desire to have the termination be a friendly and harmonious one, I would like to offer to you an additional group of works from this list, the number of which to be agreed upon between us. My figures indicate as of April 30, 1987, balance of advanced funds and dealer's commission for private sales, as follows:

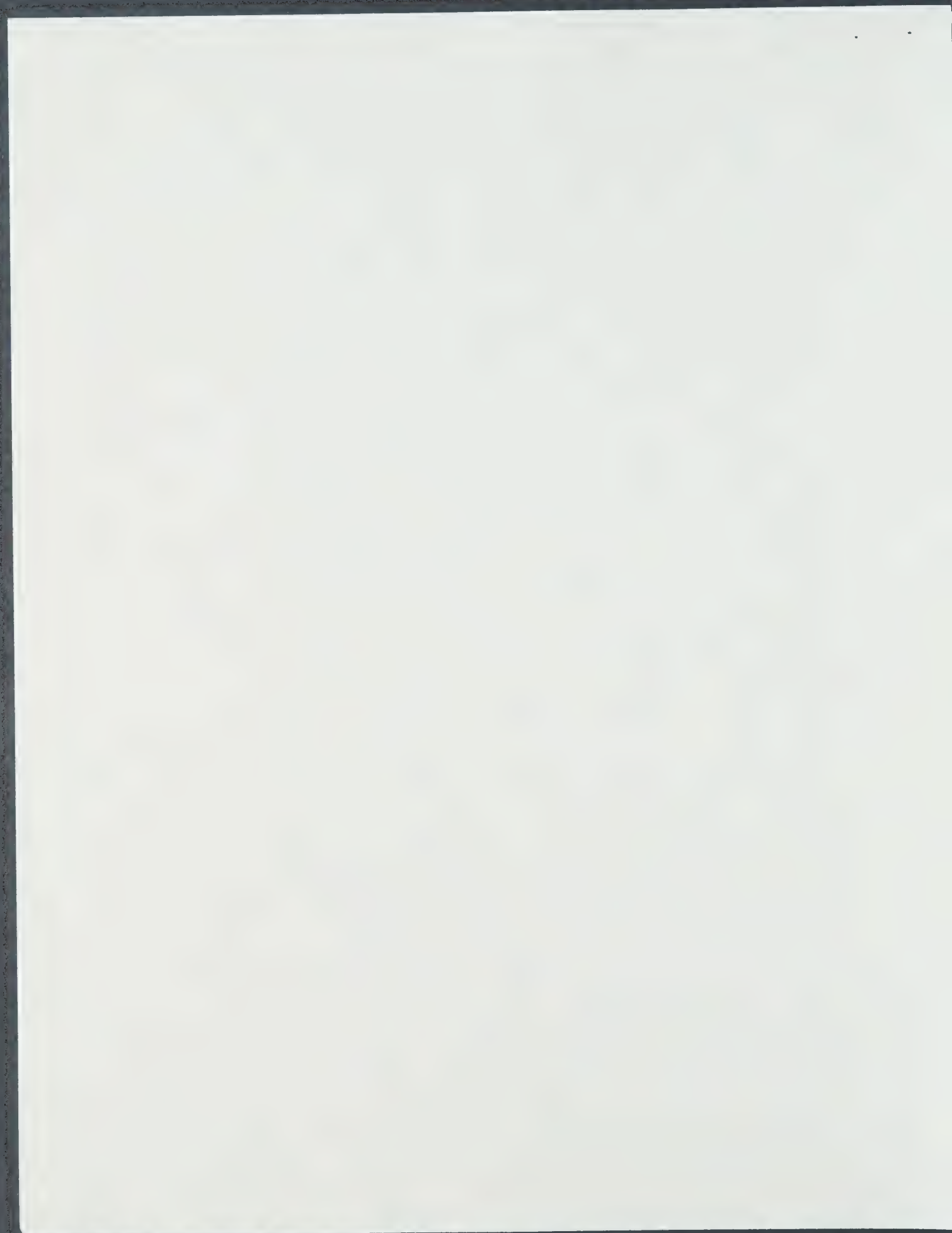
Retainer payments 7/86 to 4/87	\$ 20,000.00
20% commission at Eau Claire	<u>470.00</u>
Total	20,470.00
Less credits to date + 2570	<u>8,545.00</u>
Balance due	\$ 11,925.00
	<u><u>2570</u></u>

Above figures do not include May 1987 payment which I have not yet cashed 8355 and will return to you should we both find the above arrangement mutually satisfactory. I look forward to hearing from you.

4800  
 3745 4w  
 3570  
 -----  
 12115

20470 -  
 12115  
 -----  
 8355

46-38 }  
 87-1 } 2570 -



Whalley Letter

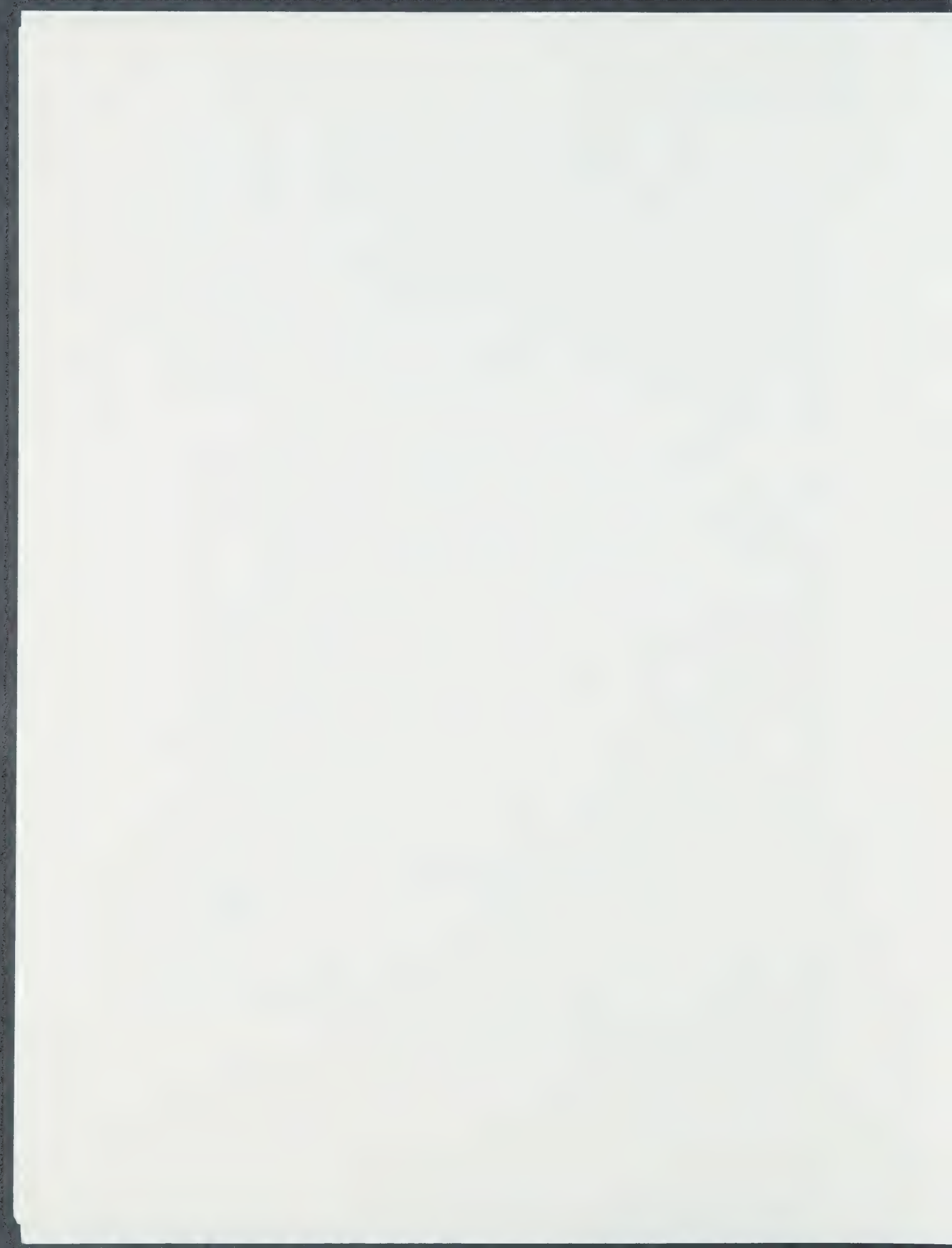
Your letter offering to terminate our agreement is very much appreciated. I find myself beginning to be more relaxed already at the thought of the termination. I am concerned, however, that your proposal for offsetting the balance of payments already advanced to me would prove to be a very difficult one to live with especially regarding the indefinite period of extended time being at your discretion over which I would remain indentured to you. Accordingly I would like to suggest the following plan.

You will find enclosed a listing of 36 works of art in various media that have been released by your during the last year. From this body of work having a dealer's value of \$33,497.50, I would suggest works be selected by you as we presently agreed to terminate our agreement equaling the balance of funds already advanced to me. I believe you have slides of all with the exception of 87-2 which you saw in Eau Claire. In addition, as an expression of my appreciation for our relationship and my desire to have the termination be a friendly and harmonious one, I would like to offer to you an additional group of works from this list, the number of which to be agreed upon between us. My figures indicate as of April 30, 1987, balance of advanced funds and dealer's commission for private sales, as

follows:	Retainer payments 7/86 to 4/87	\$ 20,000.00
	20% commission at Eau Claire	<u>470.00</u>
	Total	20,470.00
	Less credits to date	<u>8,545.00</u>
	Balance due	\$ 11,925.00

Above figures do not include May 1987 payment which I have not yet cashed and will return to you should we both find the above arrangement mutually satisfactory. I look forward to hearing from you.





Whalley Letter

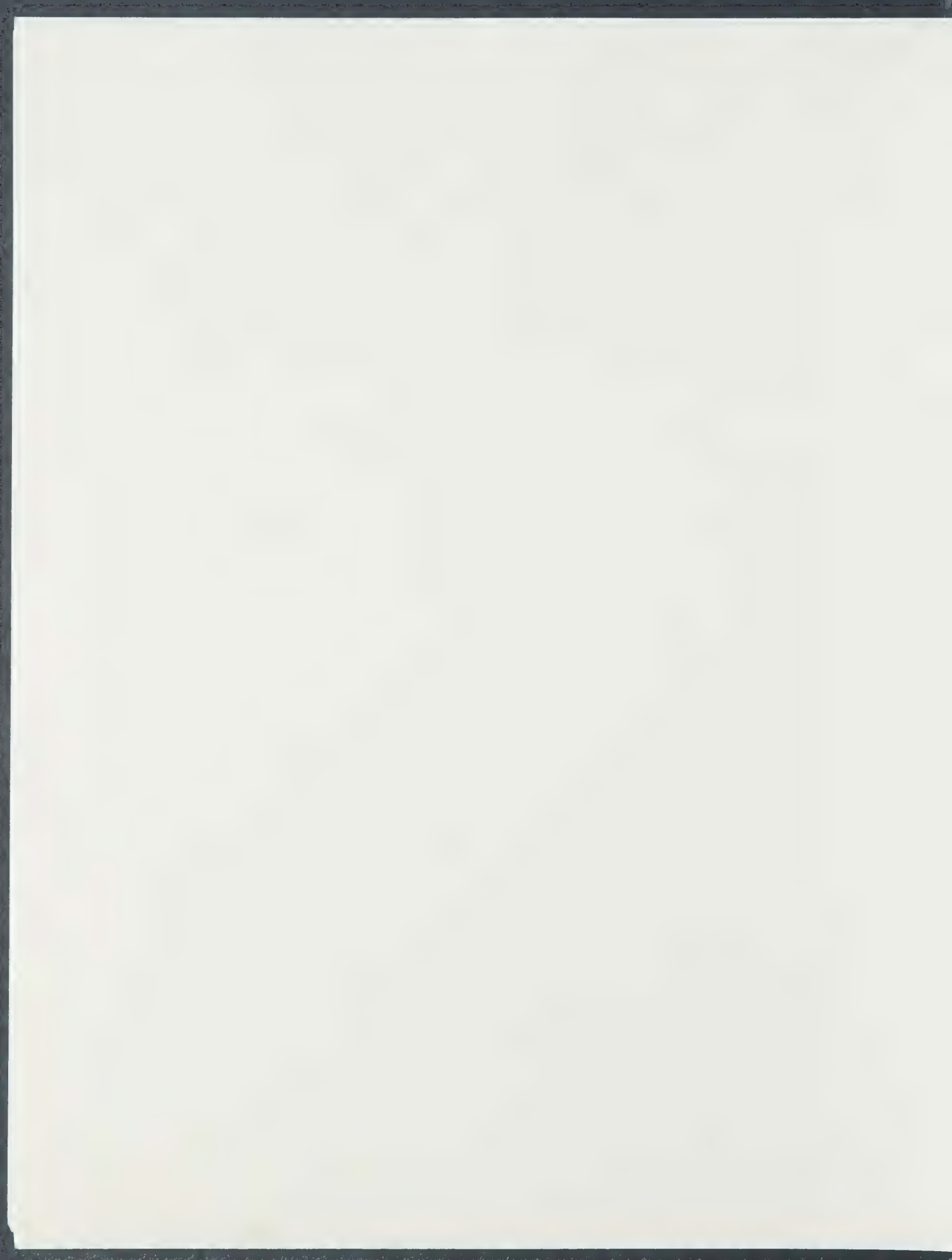
Dictated by Isabel Bader over the phone 5/13/87

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The first part of the document is a letter from the Secretary of the State to the Governor, dated the 10th day of January, 1862. The letter is addressed to the Governor and is signed by the Secretary of the State. The letter contains the following text:

Sir, I have the honor to acknowledge the receipt of your letter of the 9th inst. in relation to the application of the State of New York for the admission of the State of New York to the Union. I have the honor to inform you that the same has been referred to the Committee on the subject, and they have reported in favor of the admission of the State of New York to the Union. I have the honor to inform you that the same has been referred to the Committee on the subject, and they have reported in favor of the admission of the State of New York to the Union.

I have the honor to be, Sir, your obedient servant,

Secretary of the State

The second part of the document is a report from the Committee on the subject of the admission of the State of New York to the Union. The report is dated the 10th day of January, 1862, and is signed by the Chairman of the Committee. The report contains the following text:

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Chairman of the Committee

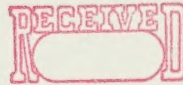


JOHN WHALLEY  
ARTIST

P.O. Box 438  
Standish, Maine 04084  
Telephone: (207) 642-4314

May 30, 1987

Ms. Marilyn Hassmann  
Aldrich Chemical Company, Inc.  
P.O. Box 355  
Milwaukee, Wisconsin 53201



Dear Marilyn,

Hello. I trust all is well with you. I am writing to you as I think that by now Alfred and Isabel have departed for Europe. Two weeks ago I sent to Alfred (at his 2961 N. Shepard Ave, address) two copies of our termination agreement with a few clarifications and my signature. I had hoped that these would have reached him before he left, but I guess they did not, since I have not recieved my copy signed by us both.

This has left me in a bit of a predicament, as I am postponing looking for employment or outlets for artwork until our termination is official. In light of this, I wanted to ask if it would be possible for you to have forwarded to Alfred the copies of the Termination agreement that I sent to Alfred for his signature. I would appreciate it very much.

Thanks, and I hope you have a wonderful summer.

Yours,

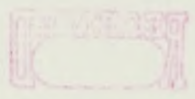
A handwritten signature in cursive script that reads "John Whalley". The signature is written in dark ink and is positioned below the typed name.

I CALLED JOHN ON JUNE 10 TO LET HIM KNOW  
THAT I WOULD BE SENDING COPY TO YOU FOR  
APPROVAL.



U.S. Post Office  
Washington, D.C. 20540  
September 19, 1957

Mr. J. Edgar Hoover  
Federal Bureau of Investigation  
Washington, D.C.



Dear Sir:

I am writing to you in regard to the information that you have furnished to me regarding the activities of the "Black Legion" in the Chicago area. I am sure that you are well aware of the fact that the Chicago area has been the center of a large number of such activities for many years. I am sure that you are well aware of the fact that the Chicago area has been the center of a large number of such activities for many years. I am sure that you are well aware of the fact that the Chicago area has been the center of a large number of such activities for many years.

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I am sure that you have a number of other matters.

Sincerely,  
J. Edgar Hoover

*[Faint, illegible handwritten text or signature]*