

Alfred Badler

general correspondence.

TL 6744

1983-1985

CLERK'S UNIVERSITY APPROVAL	
LOCATOR	5109
BOX	6
FILL	11

*2984 and earlier!
Letters 2 & 3 from summer '84 trip*

The Getty

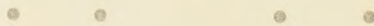
*1984
Getty*

 **Paratech**
AMBULANCE SERVICE
... help is on the way.
358-1111 Milwaukee County 820-1111 Waukesha County
*This is sensitive information -
Dan Bader has more*
1-866-525-8888



Oxford Pendaflex
CORPORATION

STOCK No. 752 1/3



MADE IN U.S.A.

at ~~the~~ ^{any} time. At that point, I almost
feel sorry for Mr. Williams - to be
saddled with such incompetence in his associates

For many months he has
of some of the country's ablest art-historians -
E. H. B., Seymour Chwast, John Wald -
made no impact on Mr. Williams. ^{whatever} They
when an eminent financier, a fine winebuyer,
a gambler in G.S. interceded, did Mr. W.
listen.

All's well but ends well. But
the lesson is that even when dealing with
one of the wealthiest trusts in the world,
it is good to have competent legal
advice -

~~1987~~

Petty

~~I don't believe for a moment~~
~~that anyone at the Getty set out to~~
~~treat Mrs. M. badly. Why should they?~~
They have to spend millions annually to
remain a tax-exempt foundation, and the
amount involved was so small.

Mr. Williams' first reaction to
Mrs. M.'s and my letters was that of
many a proud bureaucrat ~~for~~ who
has to face periodic criticism of people
under him: stonewall the critics.
Mr. Williams never commented on the
gibberish written by the Getty's attorney
in the contract written by her. When stonewalling
proved ineffective, Mr. Williams tried
passing the buck — to Dr. Foster to
Mr. Symans who wrote that Mrs. M.
was not entitled to interest because
she ~~As M.~~ could have withdrawn the principal

COPY ULRICH

X

ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into as of the 10th day of July, 1980, by and between THE J. PAUL GETTY MUSEUM, a California Trust (hereinafter referred to as the "Getty Museum"), and ULRICH MIDDELDORF, a citizen of the United States of America, resident at 9 Via De'Serragli, Florence, Italy (hereinafter referred to as "Middeldorf").

RECITALS

A. Middeldorf desires to sell his personal collection of books, photographs and other related materials housed at his residence in Florence, Italy, a description of which is annexed to the form of Bill of Sale attached to this Agreement as Exhibit A (the "Library"), to the Getty Museum in accordance with the provisions of this Agreement.

B. The Getty Museum desires to acquire the Library in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Middeldorf agrees to sell and the Getty Museum agrees to purchase the Library for the price set forth in Paragraph 2, payable in accordance with the provisions

Paragraph 5. Concurrently with the execution of this agreement, Middelborg shall execute and deliver to the Getty Museum a bill of sale in the form attached hereto as Exhibit

2. The purchase price for the Library shall be Twenty thousand United States Dollars (\$20,000.00) plus 5% to Middelborg at the rate of One Thousand U.S. Dollars (\$1,000.00) per month for his title to each piece as he shall direct. Upon Middelborg's death the unpaid balance of the purchase price shall become immediately due and payable and shall be paid to Middelborg's surviving wife or, if she does not survive him, then to Middelborg's heirs or other- wise directed, on the default of the executor or Middelborg's estate. The bill of sale shall be in the form of a written instrument as attached hereto as Exhibit A.

3. Middelborg and the executor of his will in the Getty Museum, Middelborg shall retain possession of the Library. Middelborg shall keep it at its present location and shall take all reasonable care to preserve the Library in its present condition. Upon Middelborg's death possession of the Library shall immediately be delivered to the Getty Museum as Middelborg, with the Getty Museum, shall execute of agreement in the form attached hereto as Exhibit B.

of Paragraph 2. Concurrently with the execution of this Agreement, Middeldorf shall execute and deliver to the Getty Museum a Bill of Sale in the form attached hereto as Exhibit A.

2. The purchase price for the Library shall be Two Hundred Twenty Thousand U.S. Dollars (U.S.\$220,000), payable to Middeldorf at the rate of One Thousand U.S. Dollars (U.S.\$1,000) per month for his life, at such place as he shall direct. Upon Middeldorf's death the unpaid balance of the purchase price shall become immediately due and payable and shall be paid to Middeldorf's surviving wife or, if she does not survive him, then as Middeldorf shall have otherwise directed, or in default of such direction, as Middeldorf's wife shall have directed. All such directions shall be communicated to the Getty Museum in the form of a written notice given as specified in this Agreement.

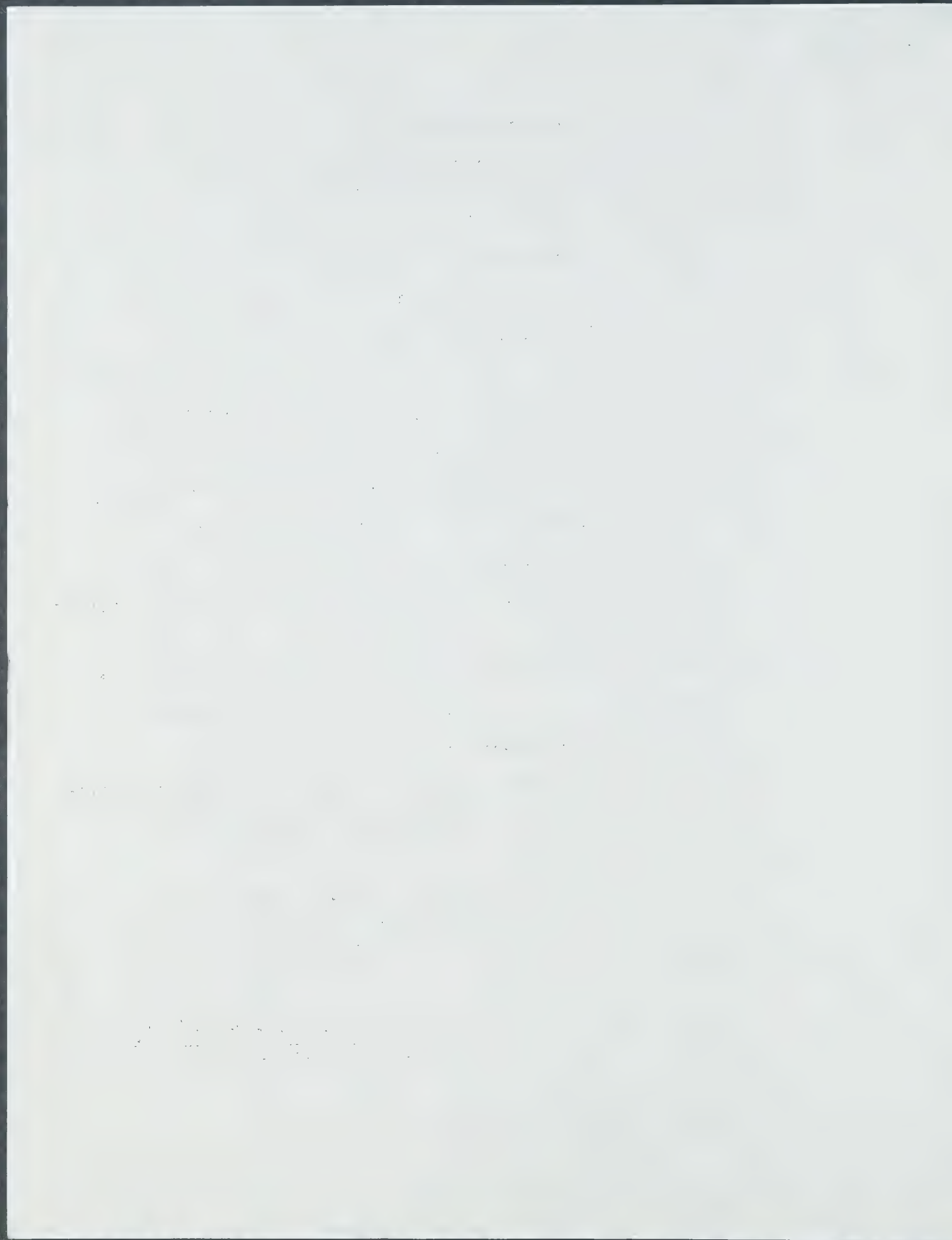
3. Notwithstanding the vesting of title in the Getty Museum, Middeldorf shall retain possession of the Library, shall keep it at its present location and shall take all reasonable care to preserve the Library in its present condition. Upon Middeldorf's death possession of the Library shall immediately be delivered to the Getty Museum at Malibu, California, with the Getty Museum to bear the expense of shipment from Italy to Malibu, California.

4. If the Library is substantially damaged or

destroyed or if possession of the Library cannot be delivered to the Getty Museum at Malibu, California for any other reason whatever, then all payments to Middeldorf or his beneficiaries of his wife's beneficiaries, as the case may be, to be made hereunder shall cease and Middeldorf, his wife, their beneficiaries or their estates, as the case may be, shall promptly repay to the Getty Museum all amounts paid by the Getty Museum under this Agreement, together with interest thereon at the rate of ten percent (10%) per annum, computed from the date of first payment by the Getty Museum to the date of repayment to the Getty Museum.

5. The repayment obligation set forth in the preceding Paragraph shall be guaranteed by a bank satisfactory to the Getty Museum, and the form of such guarantee shall be subject to approval by the Getty Museum. Until said guarantee is delivered to the Getty Museum, it shall have no obligation to make any payments hereunder.

6. Any notices or other communications which may or must be given hereunder shall be deemed given if personally delivered or if deposited in the United States Postal Service or the Italian mail, as the case may be, postage prepaid, certified mail, return receipt requested, addressed as follows:



If to the Getty Museum:

17985 Pacific Coast Highway
Malibu, California 90265
U.S.A.
Attention: Director

If to Middeldorf:

Mr. Ulrich Middeldorf
9 Via De'Serragli
Florence, Italy 50124

or to such other address as may be provided by written notice given as provided above.

7. This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns.

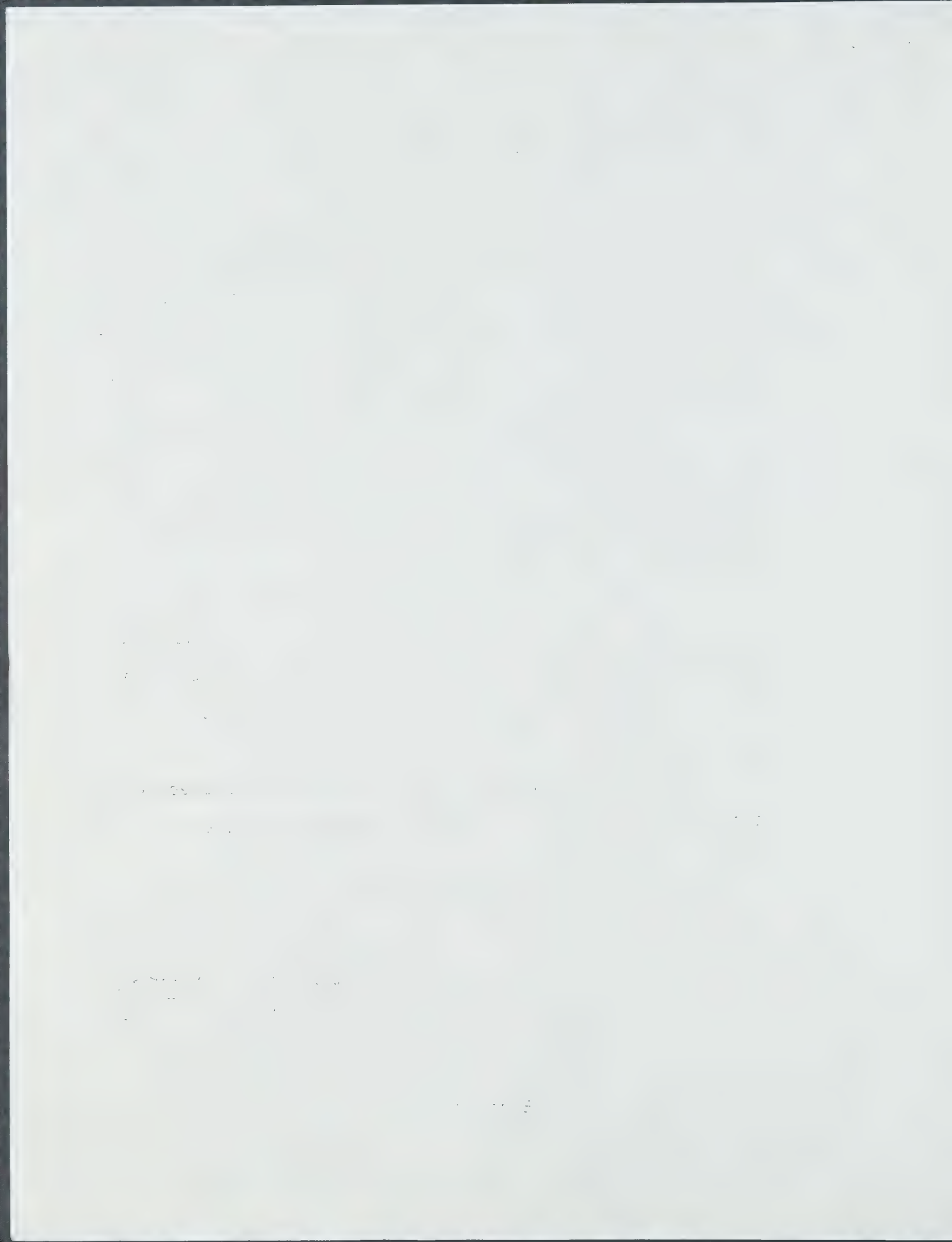
8. The parties hereto stipulate that this Agreement shall be deemed made and entered into in the State of California, United States of America, and they hereby agree that the laws of said jurisdiction shall govern the construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE J. PAUL GETTY MUSEUM

By  _____


ULRICH MIDDELDORF



COPY

X

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ULRICH MIDDELDORF hereby sells his personal collection of books, photographs and other related materials, described on Schedule 1 annexed hereto, to THE J. PAUL GETTY MUSEUM, a California Trust.

The undersigned hereby represents and warrants to The J. Paul Getty Museum that he is the owner of the property being sold hereby, free of any liens, encumbrances, claims or rights of others.

This Bill of Sale is executed and delivered pursuant to that certain Acquisition Agreement, dated July 10th, 1980, between The J. Paul Getty Museum and the undersigned, and is subject to the provisions of said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this 20 day of September 1980.

Ulrich Middeldorf
Ulrich Middeldorf

Exhibit A



JOHN POPE-HENNESSY
1130 PARK AVENUE
NEW YORK 10028
(212) 876-4636

COPY

Florence,
Dear Ulrich,
I am so glad to hear from you and to
sympathize with letters. The last time I came to
Florence after Christmas I was afraid I should not see
Ulrich again. The value of this relationship
to me, in terms not just of knowledge important
as that was, but of moral support and encouragement,
is beyond anything my words can describe. From the
day we first met after your return to Florence I
have relied on Ulrich's judgement and criticism
and affection, and the gap his death has left in
my life is something that can never be filled.
Art history is a funny vocation. It depends,
far more than the outside world supposes, on the
conjunction of personalities, and my productivity
depended upon Ulrich to a greater degree I think
than either I or he recognized at the time. I
have written a note about him for Apollo.

But the gap his death leaves for me is nothing to
the gap that it must leave for you, who
devoted your whole life to him and who nursed
him so attentively. It may be something to
feel how happy you made him and how widely
and deeply your grief is shared.

I shall be coming to Florence a little earlier
than usual this year, about June 20, and I shall

hope to see you then.

With all my love,

GLORIA MIDDELDORF
VIA DE' SERRAGLI 7
50124 FIRENZE - ITALIA

April 15, 1983

Ms Barbara Capodieci
J. Paul Getty Museum Trust Office
1875 Century Park East, Suite 2300
Los Angeles, Calif. 90067

Dear Ms Capodieci,

In regard to the telephone conversation which we had this morning, I should be most grateful to the Getty Trust if it would continue to pay me 1,000.- monthly, instead of sending me the total balance of \$193,000.- in one lump sum, immediately after the delivery of our library to the Getty Museum. The latter would be most unfavorable to me as it would at once cut me short of \$30,000.- for capital gains for the 1983 tax return, and would also take a heavier inheritance-tax toll. Thank you for your kindness and for your comprehension.

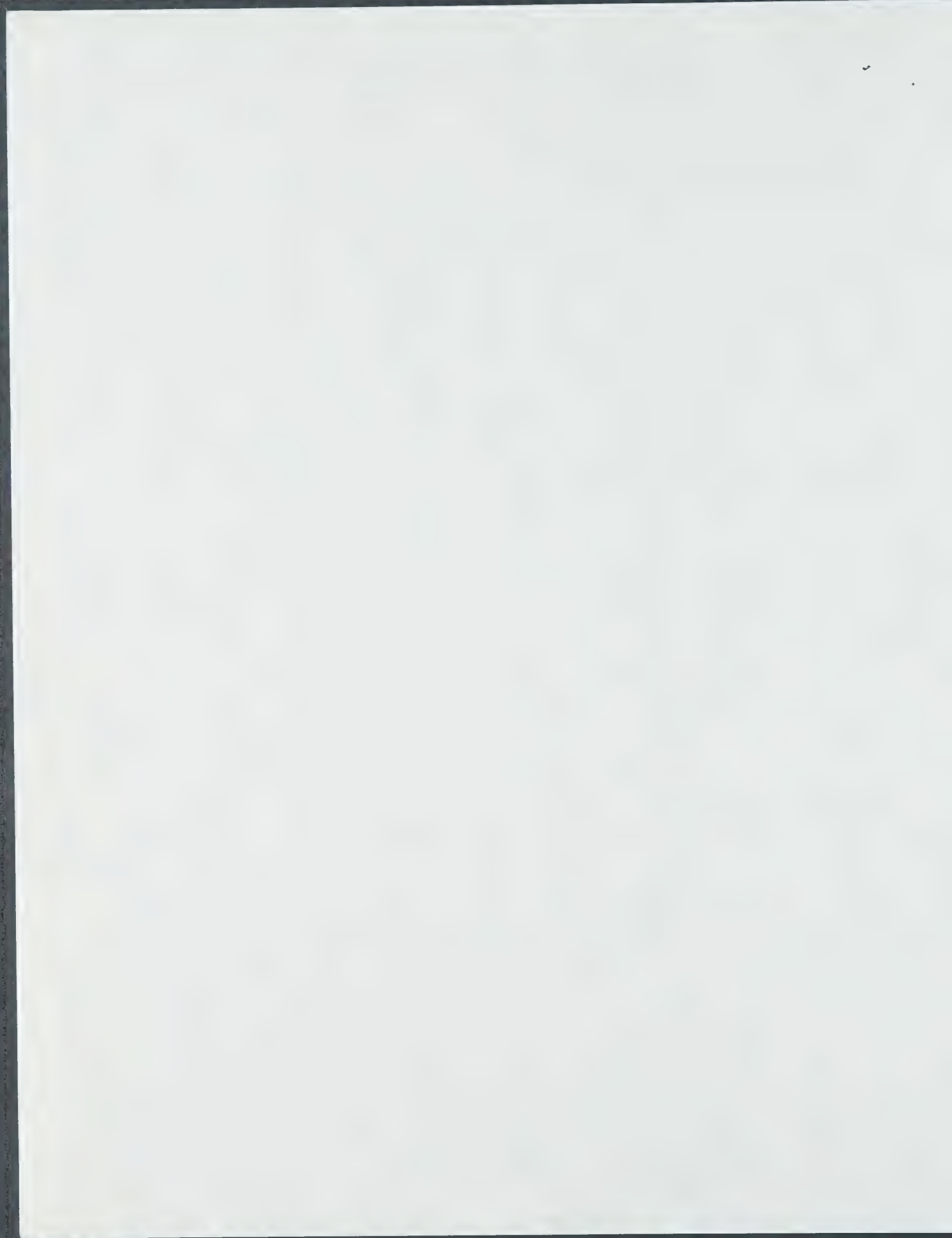
I am enclosing the Death-certificate of my husband which will give you our son's name and address and who would be next of kin, if something should happen to me.

Yours sincerely,

Gloria Middeldorf

Gloria Middeldorf

P.S. Please convey to Mr Williams my thanks for his condolences on the passing of my husband.



GLORIA MIDDELDORF
VIA DE' SERRAGLI 7
50124 FIRENZE - ITALIA

Mr Harold M. Williams, President
The J. Paul Getty Trust
1875 Century Park East, Suite 2300
Los Angeles, California 90067
U.S.A.

RE: The Acquisition of the Library of Professor
Ulrich Middeldorf and the New Agreement
made by the J. Paul Getty Museum and myself
May 5, 1983.

Dear Sir,

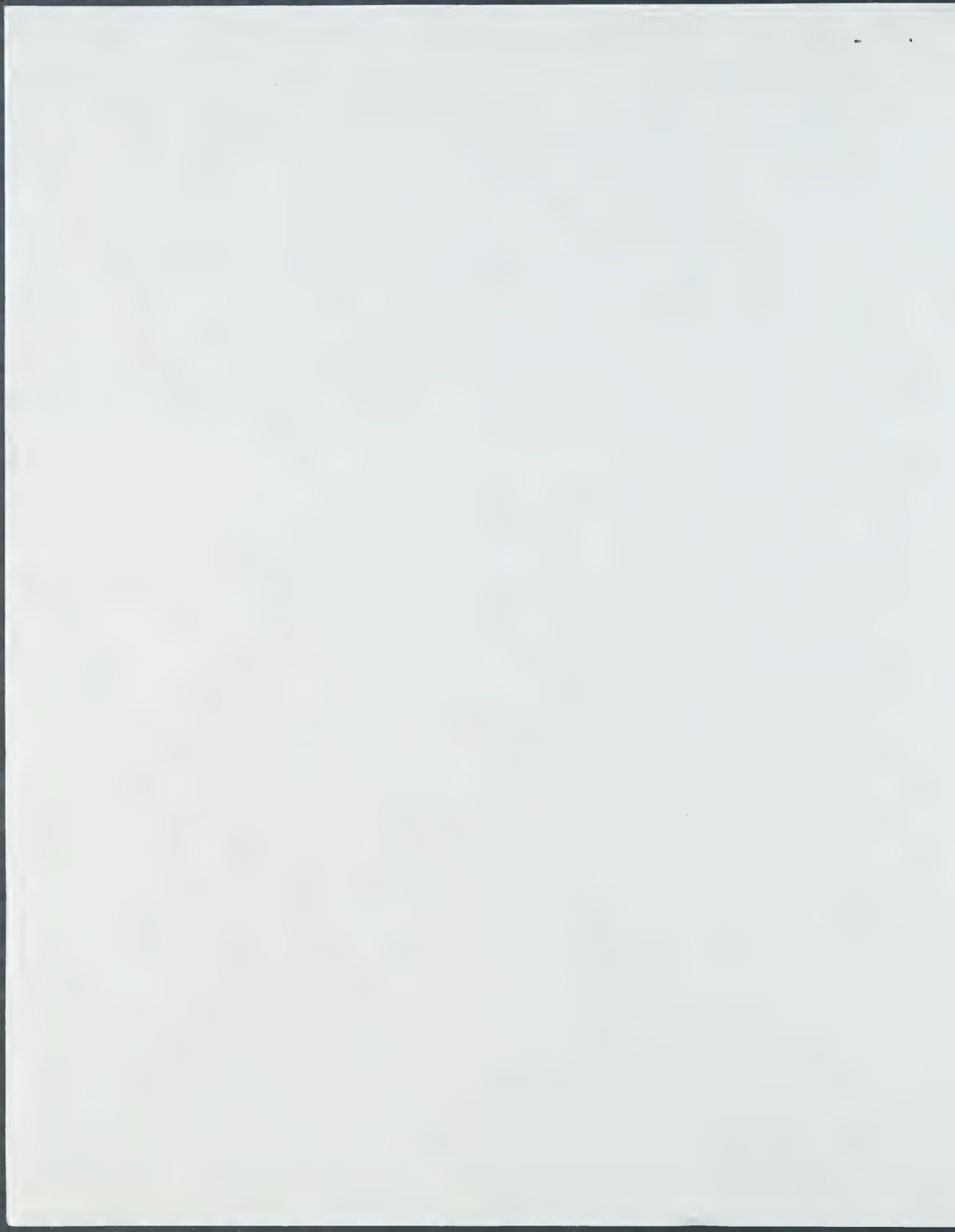
Under paragraph 2 of the above agreement the unpaid balance is payable to me at once upon my request. I now so request, and ask you to wire-transfer the funds to my Account No. [REDACTED] of THE CHICAGO BANK OF COMMERCE, 200 East Randolph Drive, Chicago, Illinois 60601, attention - Mr Anthony J. Garreffa, Vice President. Please confirm the date of transfer and send me an accounting for the funds sent.

It is now over a year since my husband has passed away, and I am only gradually getting my bearings. You will recall that I wrote on April 15, 1983 asking to be paid only 1,000 U.S. Dollars per month, and you have done so. The Total balance had become due under the Acquisition Agreement paragraph 2 in February 1983, the time of my husband's death. You will surely have invested the funds due and you will remit the interest earned to me. In accounting, please clearly show principal less the monthly 1,000 Dollars paid, with the interest accrued shown separately, as of course, I will have to pay income tax on the interest earned.

With many thanks for your help, I remain

Yours cordially,

Gloria Middeldorf
Gloria Middeldorf



Mail after discussion
with Alfred end of July.

Registered.

COPY OF DRAFT

The J. Paul Getty Museum
17985 Pacific Coast Highway
Malibu, California 90265 U.S.A.

Attention: Director

RE: Prof. Ulrich Middeldorf,
Agreement of September 20, 1980
for the acquisition of my husband's
library.

Dear Sir:

Under paragraph 2 of the above agreement the unpaid balance is payable to me at once upon my request. I now so request, and ask you to wire-transfer the funds to my account [redacted] of the Chicago Bank of Commerce, 200 E. Randolph Drive, Chicago, Ill. 60601, attention Mr. A.-J. Garreffa, Vice President. Please confirm the date of transfer and send me an accounting for the funds sent.

It is now over a year since ^{my husband} ~~Ulrich~~ has passed away, and I am only gradually getting my bearings. You will recall that I wrote to you on April 15, 1983 asking you to pay me just \$1000 per month, and you have done so. The total balance had become due ^(under the acquisition agreement) under paragraph 2 in February 1983, the time of ^{my husband's} ~~Ulrich's~~ death. You will surely have invested the funds due and you will remit the interest earned to me. In the (over)

accounting, please clearly show principal less
the monthly \$ 1000 paid, with the interest accrued
shown separately, as of course I will have to pay
income tax on the interest earned.

With many thanks for your help
I remain

yours sincerely,

COPY

THE J. PAUL GETTY MUSEUM

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

May 9, 1983

Mrs. Gloria Middeldorf
9 via De'Serragli
50124 Florence
Italy

Re: Agreement concerning Middeldorf Library

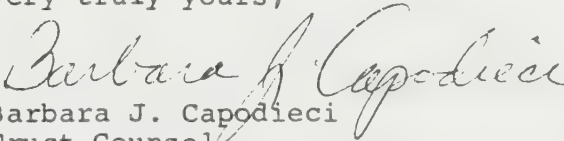
Dear Mrs. Middeldorf:

Attached for your signature are two copies of an agreement between yourself and The J. Paul Getty Museum under which the Getty agrees to send you monthly installment payments of \$1,000 rather than the total unpaid balance of the purchase price (\$193,000) as provided in the acquisition agreement between the Museum and your late husband. Please note that at any time, upon written notice from you, we will be happy to forward the entire then-remaining unpaid balance to you.

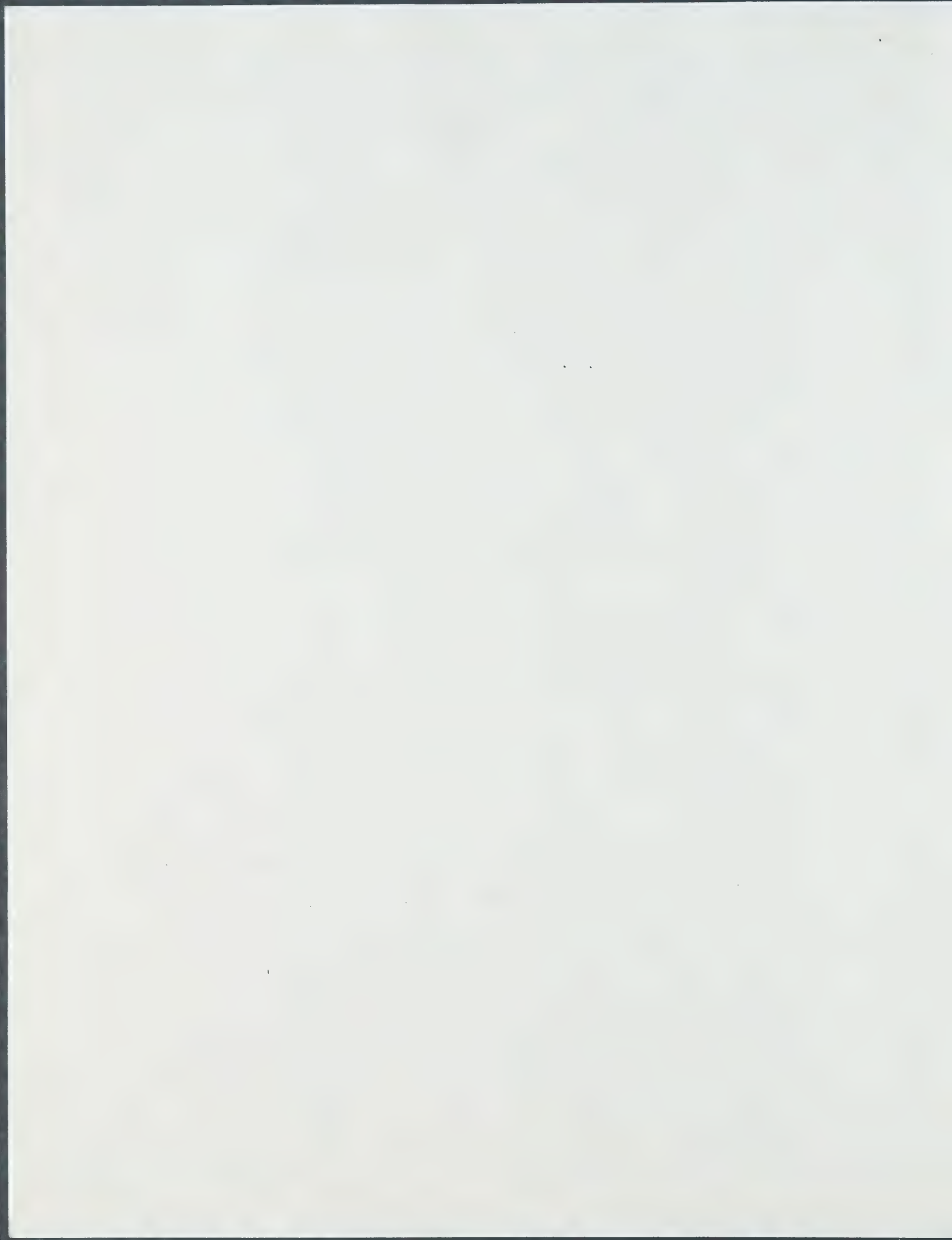
Please review the agreement, and if the provisions appear satisfactory, please sign both copies on page 4 under Mr. Williams' signature and return one copy to me in the enclosed envelope.

Please feel free to call me or write to me at any time if I can be of further assistance in this matter.

Very truly yours,


Barbara J. Capodice
Trust Counsel

BJC/ak
Enclosures (2)
cc: Harold M. Williams



- 1 -

X

A G R E E M E N T

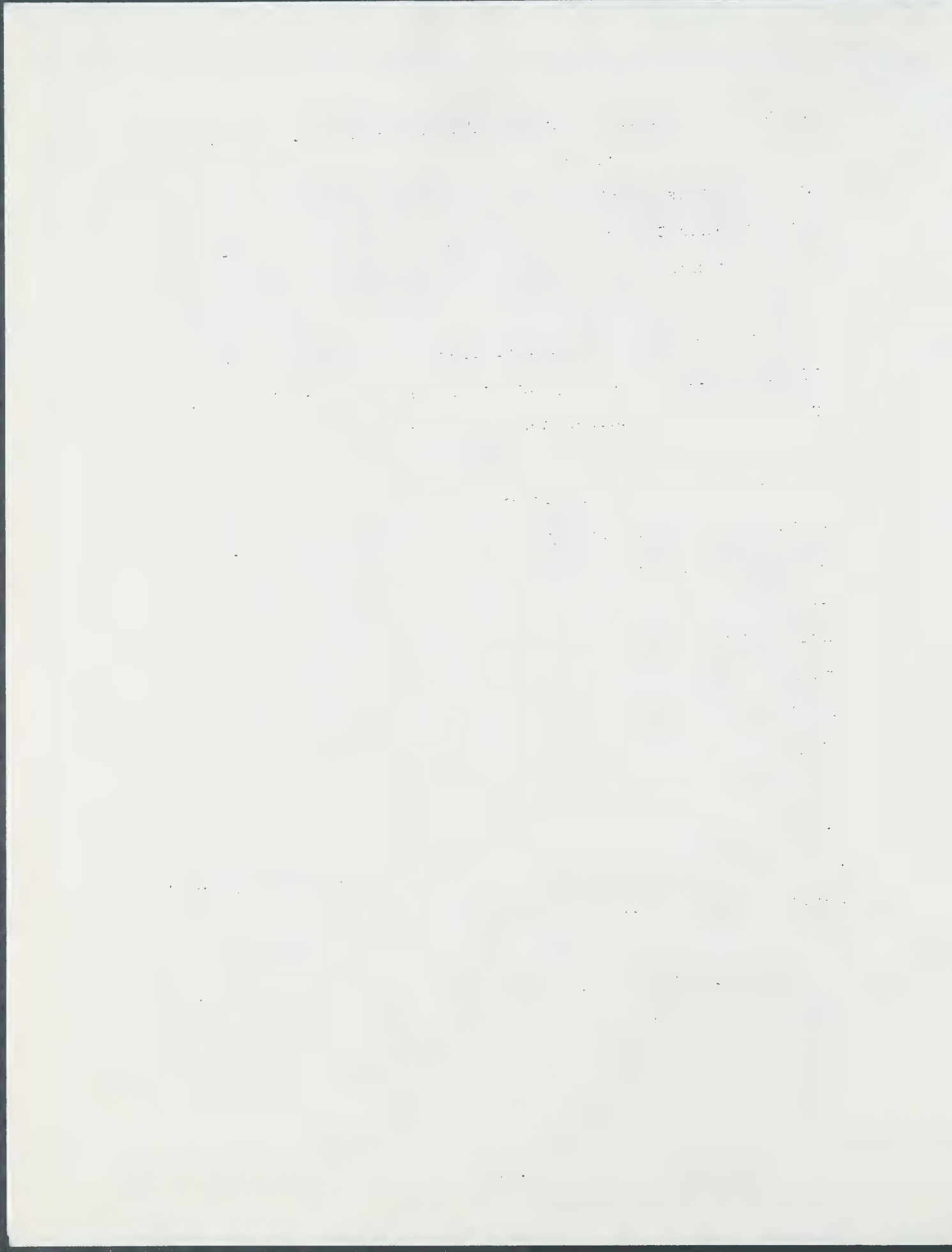
THIS AGREEMENT is made and entered into as of this fifth day of May 1983 by and between THE J. PAUL GETTY MUSEUM, a California Charitable trust, (hereinafter, "the Getty") and GLORIA MIDDELDORF, a citizen of the United States, resident at 9 via De'Serragli, Florence, Italy, (hereinafter, "Mrs. Middeldorf").

Recitals

A. On July 10, 1980, Mrs. Middeldorf's late husband, Professor Ulrich Middeldorf, and The J. Paul Getty Museum, entered into an Acquisition Agreement under which the Getty agreed to purchase Professor Middeldorf's collection of books, photographs and other related materials, housed at the Middeldorf residence in Florence (hereinafter, "the Library"). A copy of the Acquisition Agreement is attached hereto as Exhibit A.

B. Under the terms of the Acquisition Agreement the Getty agreed to pay Professor Middeldorf \$220,000 for the Library, payable at \$1,000 per month, with Professor Middeldorf retaining possession of the Library during his lifetime. The Agreement further provided that the entire balance of the purchase price would be due and payable upon Professor

/



Middeldorf's death, provided that the entire Library be concurrently delivered to the Getty. To date, the Getty has made payments totaling \$27,000 to Professor Middeldorf's account with Delbrück & Co., Privatbankiers of Hamburg, West Germany.

C. Professor Middeldorf died on February 19, 1983 in Florence, Italy. A copy of Professor Middeldorf's Death Certificate is attached hereto as Exhibit B.

D. Immediately after Professor Middeldorf's death, arrangements were made by Mrs. Middeldorf and the Getty to carry out the terms of the acquisition agreement. The entire library was packed and readied for shipment and the Getty notified Mrs. Middeldorf that it stood ready to deliver the balance of the purchase price, namely, \$193,000, to Mrs. Middeldorf's account. Mrs. Middeldorf, however, requested that the Getty continue to make monthly payments of \$1,000 to her account, rather than pay her the balance of \$193,000 in one lump sum. A copy of her letter dated April 15, 1983 to Barbara J. Capodieci, the Getty's Trust Counsel, is attached hereto as Exhibit C.

E. The entire Library has recently been delivered to the Getty, and the Getty desires to fulfill its obligations to Mrs. Middeldorf.



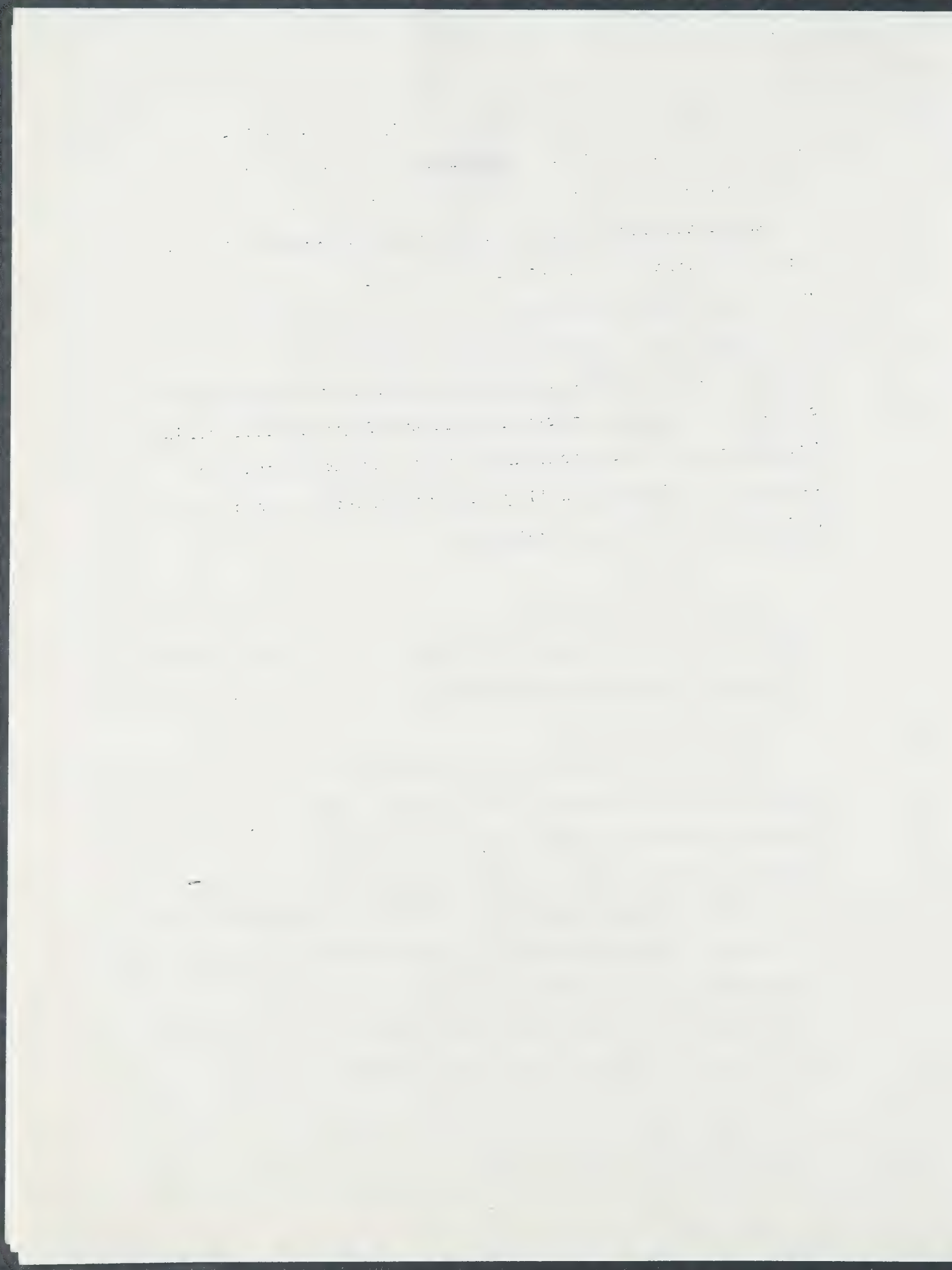
AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Getty agrees to pay the \$193,000 which it owes to Mrs. Middeldorf in monthly \$1,000 installments. The unpaid balance of the total purchase price of \$1,000 shall not bear interest. Payment shall be made to account number 100089101, Delbrück & Co., Privatbankiers, Attn: Credit Department, Ballindam 5, 2000 Hamburg 1, West Germany or as Mrs. Middeldorf shall otherwise direct in writing.

2. Mrs. Middeldorf may, at any time, direct the Getty in writing to either increase the amounts of the monthly payments or pay the entire remaining balance in one lump sum.

3. Upon the death of Mrs. Middeldorf prior to the repayment of the balance of the purchase price, the Getty shall pay the entire then-remaining balance due to Mrs. Middeldorf's son, Jan A. Middeldorf, 1908 Spruce Street, Philadelphia, Pennsylvania 19103. If Jan A. Middeldorf does not survive Mrs. Middeldorf, the unpaid balance of the purchase price shall be paid as Mrs. Middeldorf has otherwise directed, in writing, or in default of such direction, to the personal representative of Mrs. Middeldorf's estate.



4. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Neither this agreement nor any provision thereof may be waived or amended except by agreement in writing signed by the Getty and Mrs. Middeldorf.

5. The parties hereto stipulate that this agreement shall be deemed made and entered into in the State of California, United States of America, and they hereby agree that the laws of said jurisdiction shall govern the construction and enforcement of this agreement.

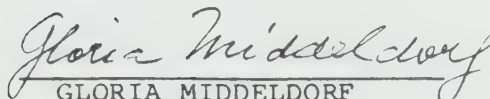
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

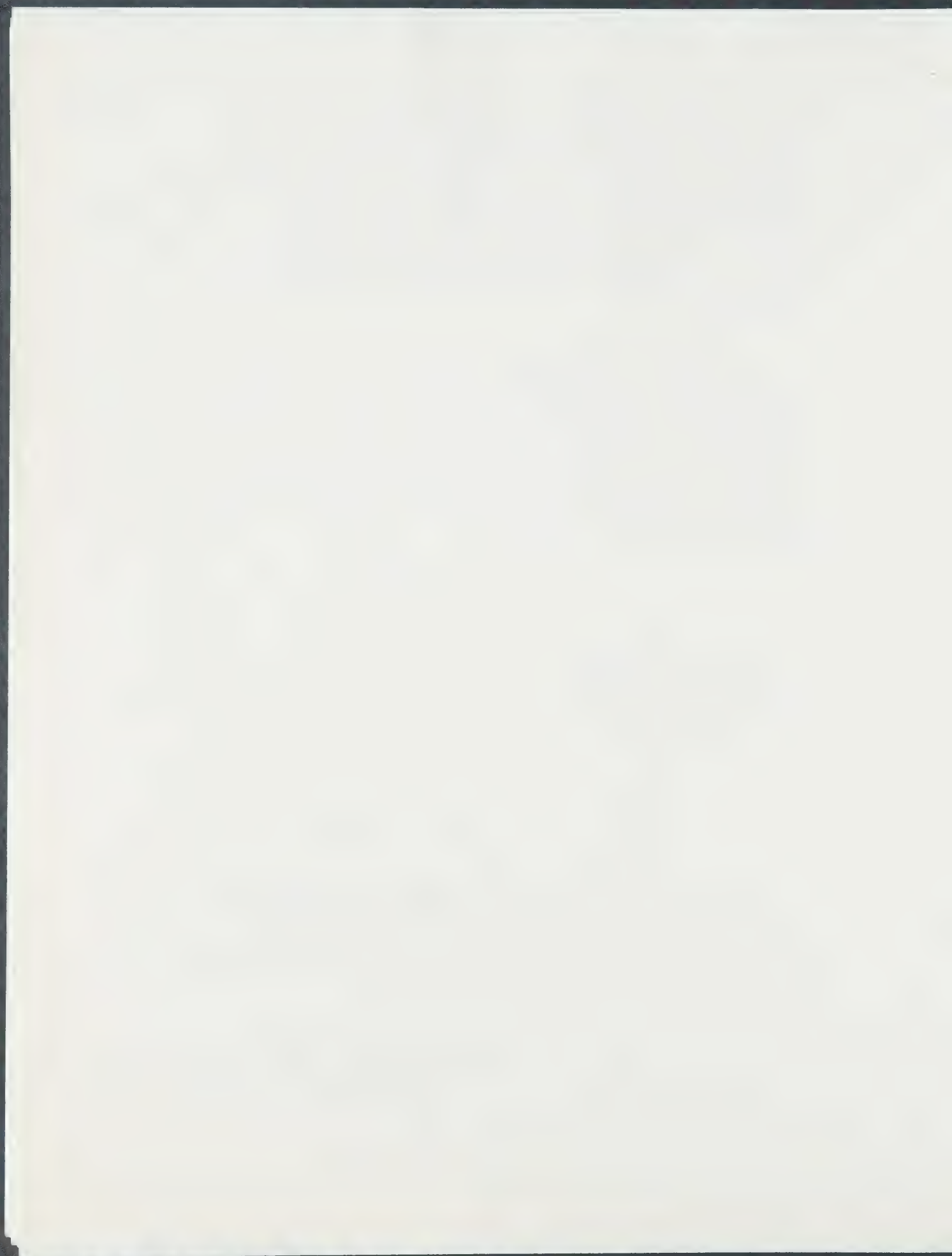
THE J. PAUL GETTY TRUST

By 

Harold M. Williams,

President and Chief Executive
Officer


GLORIA MIDDELDORF



copy

THE J. PAUL GETTY MUSEUM

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

May 9, 1983

Mrs. Gloria Middeldorf
9 via De'Serragli
50124 Florence
Italy

Re: Agreement concerning Middeldorf Library

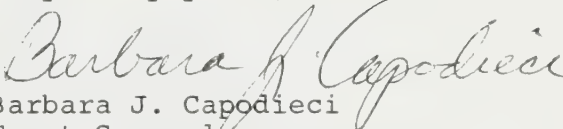
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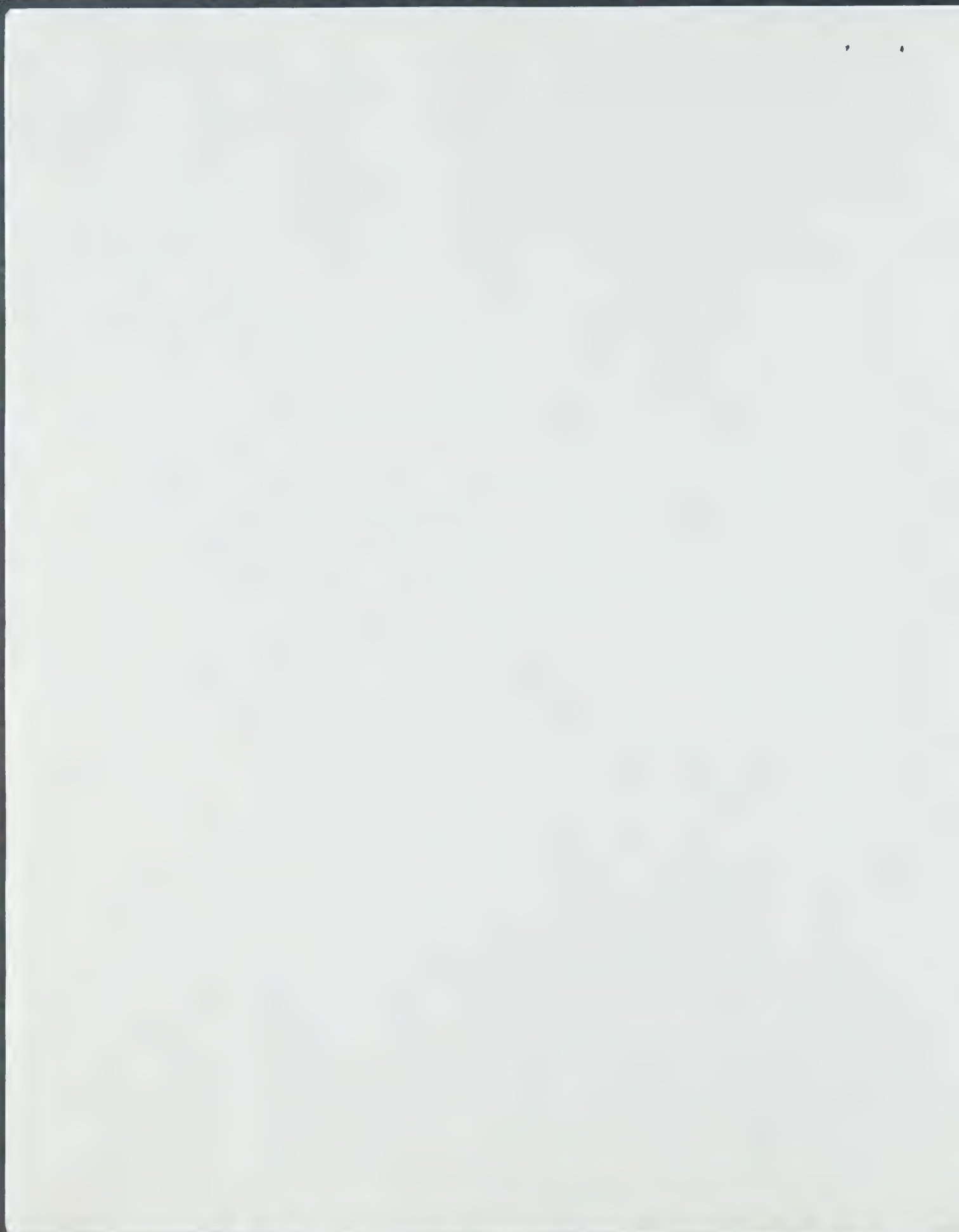
Please review the agreement, and if the provisions appear satisfactory, please sign both copies on page 4 under Mr. Williams' signature and return one copy to me in the enclosed envelope.

Please feel free to call me or write to me at any time if I can be of further assistance in this matter.

Very truly yours,


Barbara J. Capodieci
Trust Counsel

BJC/ak
Enclosures (2)
cc: Harold M. Williams



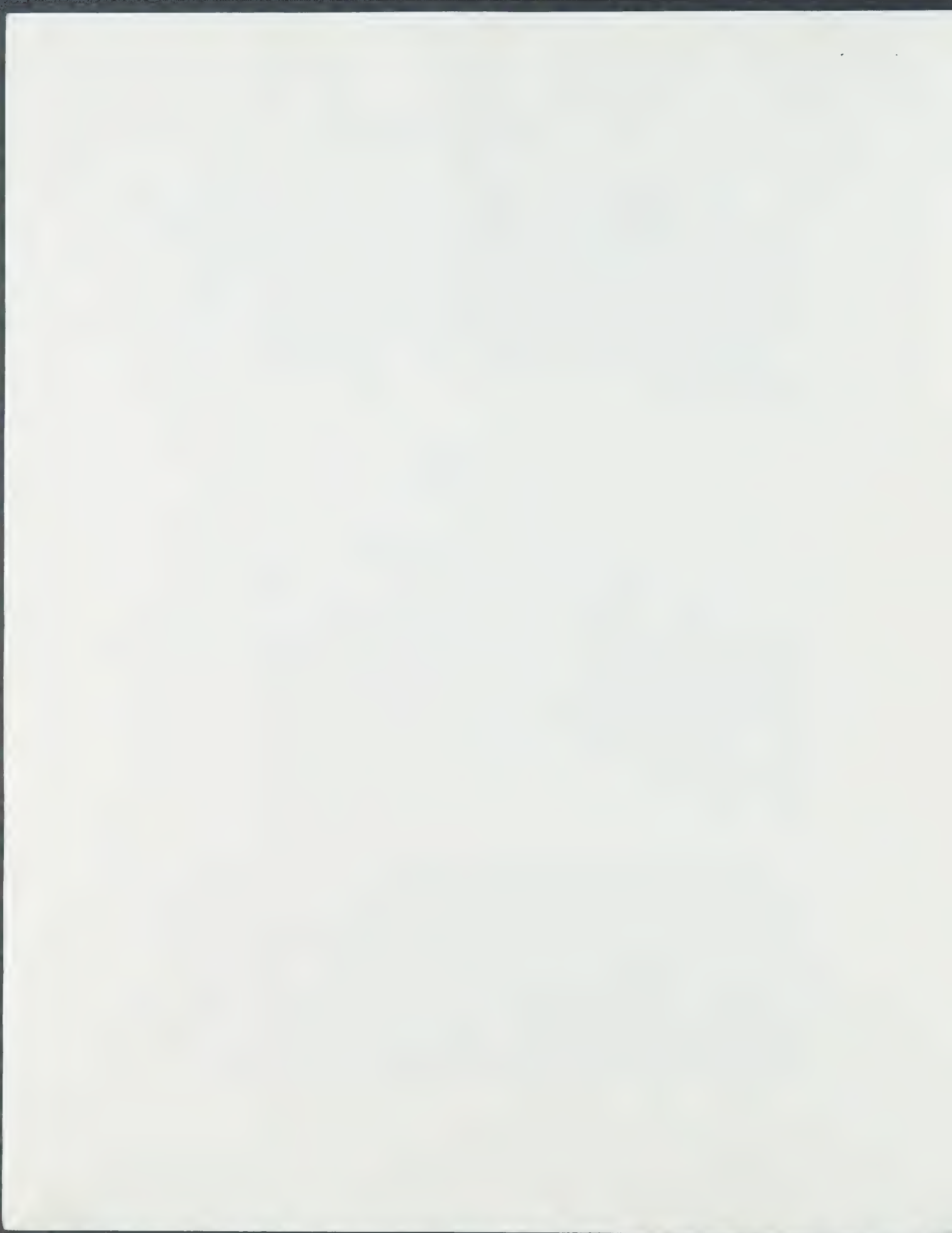
A G R E E M E N T

THIS AGREEMENT is made and entered into as of this fifth day of May 1983 by and between THE J. PAUL GETTY MUSEUM, a California Charitable trust, (hereinafter, "the Getty") and GLORIA MIDDELDORF, a citizen of the United States, resident at 9 via De'Serragli, Florence, Italy, (hereinafter, "Mrs. Middeldorf").

Recitals

A. On July 10, 1980, Mrs. Middeldorf's late husband, Professor Ulrich Middeldorf, and The J. Paul Getty Museum, entered into an Acquisition Agreement under which the Getty agreed to purchase Professor Middeldorf's collection of books, photographs and other related materials, housed at the Middeldorf residence in Florence (hereinafter, "the Library"). A copy of the Acquisition Agreement is attached hereto as Exhibit A.

B. Under the terms of the Acquisition Agreement the Getty agreed to pay Professor Middeldorf \$220,000 for the Library, payable at \$1,000 per month, with Professor Middeldorf retaining possession of the Library during his lifetime. The Agreement further provided that the entire balance of the purchase price would be due and payable upon Professor

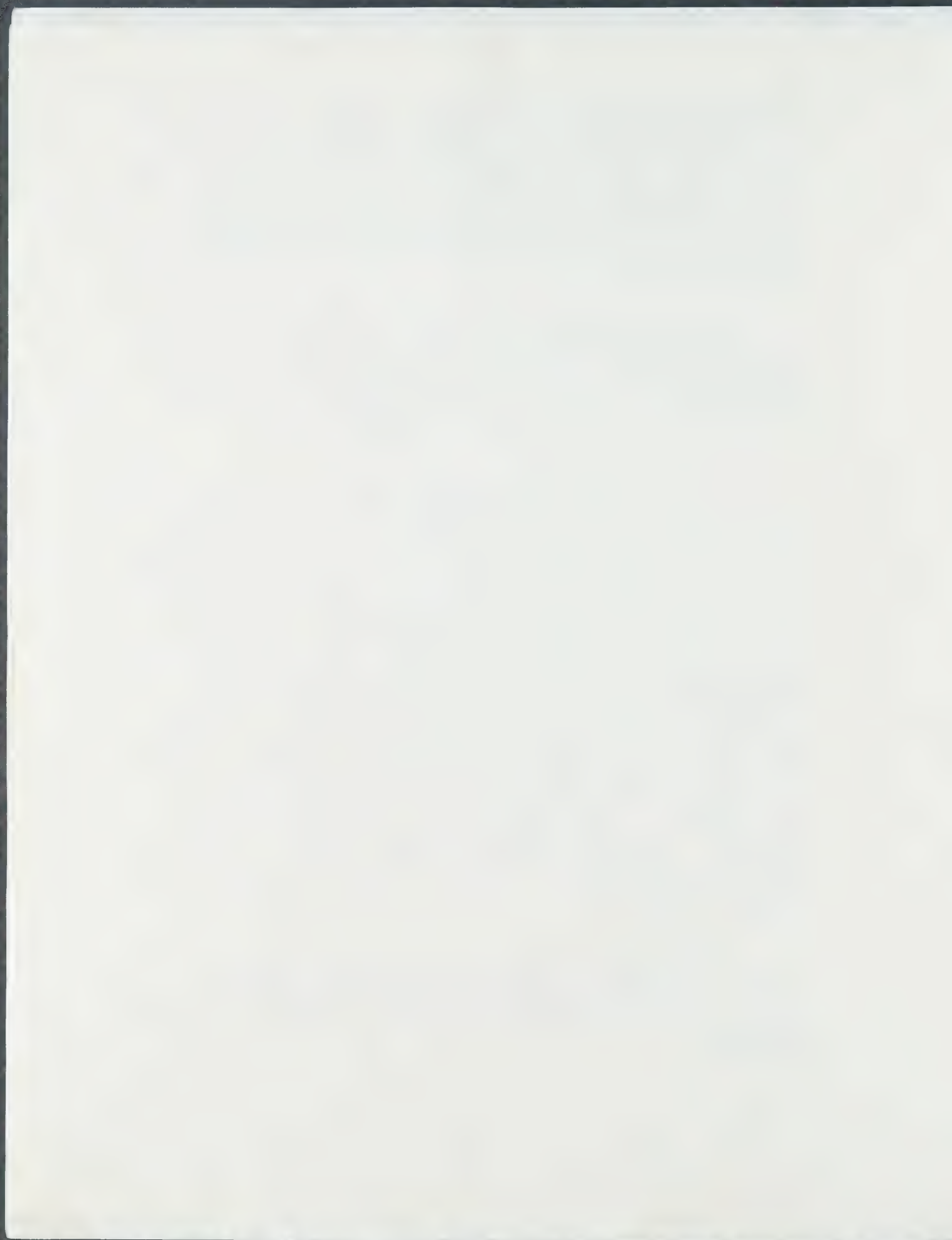


Middeldorf's death, provided that the entire Library be concurrently delivered to the Getty. To date, the Getty has made payments totaling \$27,000 to Professor Middeldorf's account with Delbrück & Co., Privatbankiers of Hamburg, West Germany.

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AGREEMENT

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2. Mrs. Middeldorf may, at any time, direct the Getty in writing to either increase the amounts of the monthly payments or pay the entire remaining balance in one lump sum.

3. Upon the death of Mrs. Middeldorf prior to the repayment of the balance of the purchase price, the Getty shall pay the entire then-remaining balance due to Mrs. Middeldorf's son, Jan A. Middeldorf, 1908 Spruce Street, Philadelphia, Pennsylvania 19103. If Jan A. Middeldorf does not survive Mrs. Middeldorf, the unpaid balance of the purchase price shall be paid as Mrs. Middeldorf has otherwise directed, in writing, or in default of such direction, to the personal representative of Mrs. Middeldorf's estate.



4. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Neither this agreement nor any provision thereof may be waived or amended except by agreement in writing signed by the Getty and Mrs. Middeldorf.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

THE J. PAUL GETTY TRUST

By 

Harold M. Williams,

President and Chief Executive
Officer


GLORIA MIDDELDORF



Prof. Avraham Ronen, Dean

Tel-Aviv, May 12th, 1983

Prof. Dr. Gerhard Ewald
Kunsthistorisches Institut
50121 Firenze
I t a l i a.

COPY

Dear Professor Ewald,

It was with the deepest sorrow that I have received, only yesterday, the sad news about the death of Ulrich Middeldorf, I have known him since 1958, when he signed my entrance card to the KIF, then - at the Palazzo Guadagni. We became immediately friends and used to discuss for hours every conceivable subject concerning art and scholarship. A few months later, Professor Middeldorf accepted for publication my first article, although I was then only a graduate student. He followed my development, always helping with his expert advice, with his loving interest, with that marvellous curiosity of a true scholar.

I am telling you all this not to expose a piece of autobiography, but because of the fact that it is characteristic of Prof. Middeldorf that such stories as mine can be heard from all over the globe, from Japan to Israel, from Poland to Canada. His great heart knew no limits. He was always ready to listen to a young beginner, no less than to the greatest celebrity. You can hardly find an article or a book on Italian art that does not acknowledge Middeldorf's generous help in solving some of its problems; and only he could offer his advice and help to so many, because he knew so much.

Ulrich Middeldorf was one of the greatest representatives of a generation of great humanists, which is, alas, so difficult to imitate or replace. Sicut transit gloria mundi.

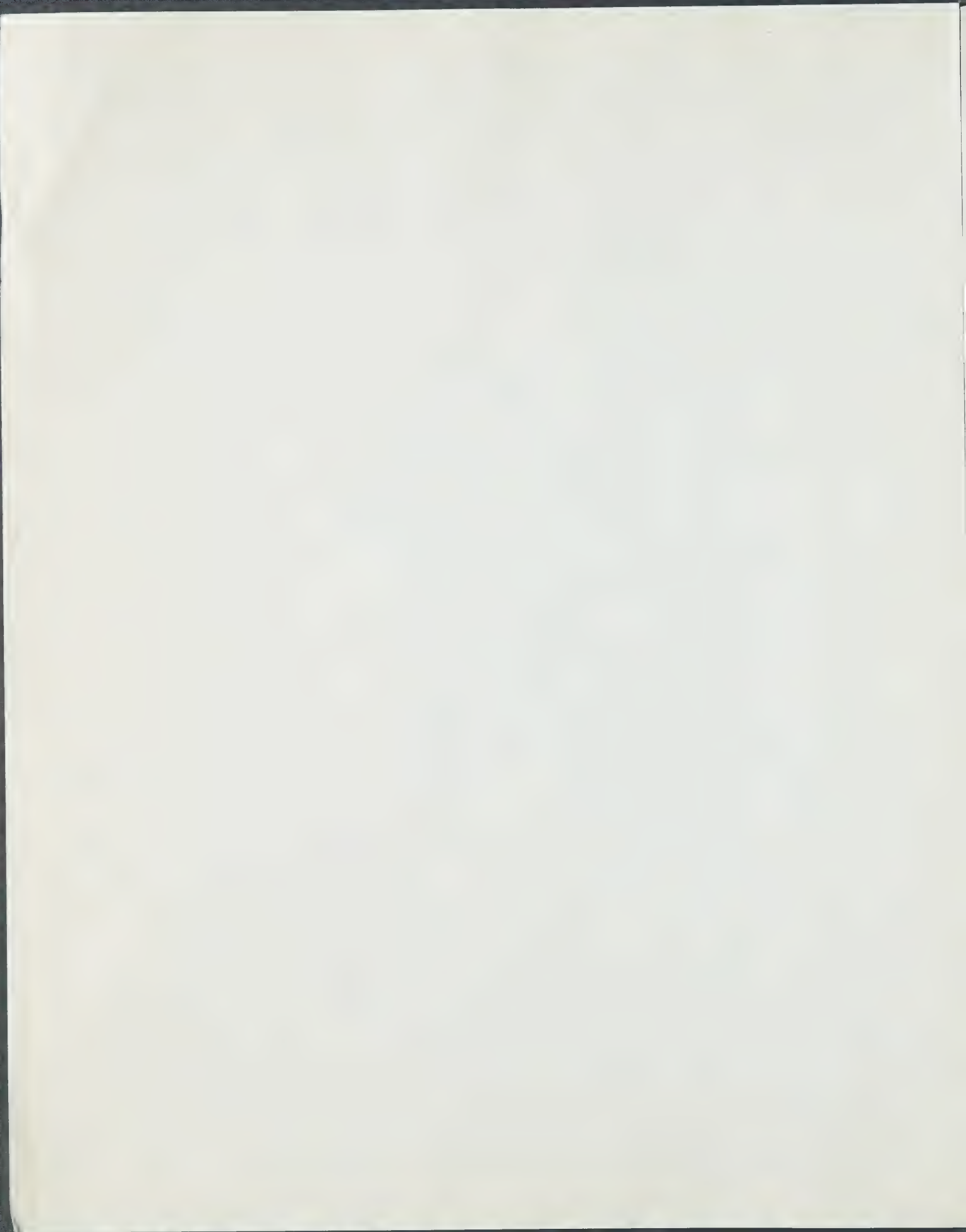
His medal is always on my table and his memory is ever in my heart.

cc. Frau Gloria Middeldorf
Via dei Serragli 9
50124, Firenze, Italy

Yours sincerely,

A. Ronen

RECEIVED BY UNIT
1700H TEL AVIV 10
24372 BRUNSON
30111 0510
420111 150
Tel Aviv University
Ramat Aviv Tel Aviv 61078
Tel: 429111
F.O.B. 39040
Telex: 30007 VERSITY IL
Cable: VERSITY TA



copy Glan

x

THE J. PAUL GETTY MUSEUM

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

September 15, 1983

Delbrück & Co., Privatbankiers
Attention: Credit Department
Ballindamm 5
Postfach 10 16 26 2000
Hamburg 1
FEDERAL REPUBLIC OF GERMANY

Re: Middeldorf Guarantee

Dear Sir:

This letter is to confirm that The J. Paul Getty Museum has received Professor Middeldorf's library in good condition and, accordingly, the payment guarantee of Delbrück & Co. dated April 11, 1980 is no longer in effect.

The original guarantee is returned herewith, thereby releasing Mrs. Middeldorf from any liability.

Very truly yours,



Barbara J. Capodiceci
Secretary and Trust Counsel

BJC/ak
Enclosure (1)
cc: Mrs. Gloria Middeldorf x



Economy & Business

Texas-Size

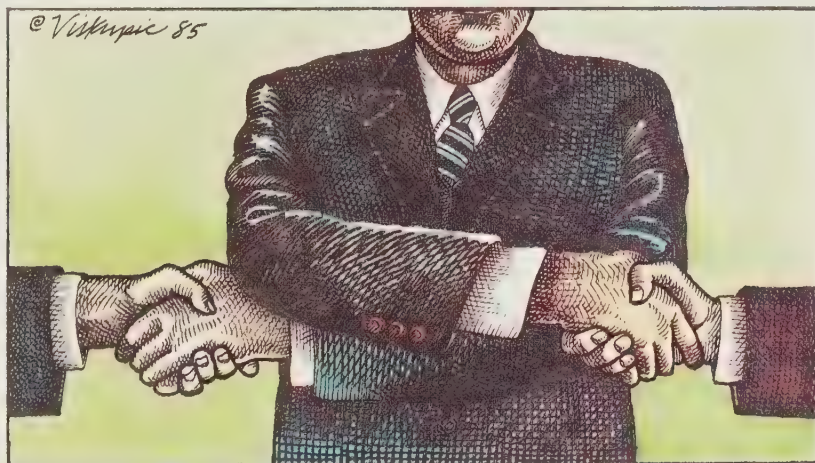
Pennzoil wins \$10.5 billion

While the rest of America sat watching New Year's Day bowl games on TV on Jan. 1, 1984, Getty Oil Scion Gordon Getty and J. Hugh Liedtke, chairman of Pennzoil, shook hands on a \$5.3 billion merger. In Getty's luxurious New York City apartment overlooking Fifth Avenue, Liedtke agreed to pay \$110 a share for 43% of Getty Oil. Five days later, Getty's board of directors approved a deal—but not with Pennzoil. Between Jan. 1 and Jan. 6, Texaco Chairman John McKinley had made a bold \$125-a-share bid for Getty, and Getty's board had grabbed the

a so-called white knight to be a friendlier merger partner.

The Houston jury, however, was led to believe otherwise by Pennzoil's colorful lawyer, Joseph Jamail. A Lone Star folk hero who wears cowboy boots in court, Jamail may earn more than \$2 billion in legal fees if the fine stands. A personal-liability specialist, he once won a \$6.8 million settlement against Remington Arms, a gun company.

Many Texas oilmen believed the case hinged on the worth of a man's handshake. But Jamail buttressed his case with a memorandum of agreement signed on Jan. 2 by Liedtke, Getty and Harold Williams, who represented the J. Paul Getty Museum. The document called for Getty to be acquired by a partnership of Pennzoil



better offer. Total price tag: \$10.2 billion.

Angry and vengeful, Pennzoil's Liedtke sued Texaco, and last week the oil giant paid a painful price for its successful maneuver. A Houston jury decided that Texaco had sabotaged Pennzoil's contract with Getty, and fined Texaco an awesome \$10.5 billion. It was the largest sum ever awarded in a corporate court fight, dwarfing the \$1.8 billion won by MCI in a 1980 suit against AT&T.

Testifying by videotape, Getty told jurors that a few days after sitting down with Liedtke, he had learned that the J. Paul Getty Museum had agreed to sell its 11.8% stake in Getty Oil to Texaco. Getty, who controlled 40.2% of his family's oil company, described being approached by Texaco, which wanted to buy his shares. He explained why he agreed to make a deal: he feared that by keeping his shares while others sold out, he would be just a minority stockholder with no real power.

Texaco Attorney Richard Miller tried to show that Getty's agreement with Houston-based Pennzoil was never consummated. Getty Board Member Henry Wendt testified that the offer of \$110 a share by Pennzoil's Liedtke was "hostile" and said the board had rejected it on Jan. 2. Miller argued that Getty's board had felt trapped by Pennzoil's offer and sought out

and a trust composed of the Getty heirs. Jamail contended that Texaco had unethically pressured key Getty shareholders to break the pact with Liedtke and opt for a higher offer.

Reverberations from the Houston decision echoed down Wall Street. The day the verdict was announced, Texaco stock fell \$3, to close at \$36.25, while Pennzoil shot up \$7.62, to \$57.50. Some irate legal experts felt that the compensation awarded to Pennzoil was disproportionate to the injury. Said Martin Klein, chairman of the American Bar Association's bankruptcy-litigation subcommittee: "Pennzoil is in a better position than it would have been if the merger had gone through."

Pennzoil will not get rich right away. On Dec. 5, Judge Solomon Casseb, who presided over the trial, will review the jury's decision. He could uphold, overturn or reduce the award. Texaco has vowed to fight his decision if it does not get a favorable judgment, and the case could eventually go to the Supreme Court. Whatever the outcome, last week's ruling is likely to make companies and corporate raiders more cautious about the tactics used in megabuck merger negotiations.

—By Gordon M. Henry.
Reported by Dean Brelis/New York and Gary Taylor/Houston

Fatal Delusions

A shooting on Wall Street

Every receptionist is familiar with the situation: an importunate visitor without an appointment insists on seeing the boss to air real or imagined grievances. Such was the case with the confused, middle-age woman who pestered the receptionist last week at the Manhattan headquarters of the Deak-Perera foreign exchange company before being ushered out of the office. It might have been just another wrinkle of life in the big city—except the woman soon returned with a gun. Before she was tackled and disarmed by a police officer, Lois E. Lang, 44, had shot to death Receptionist Frances Lauder and her boss, Nicholas L. Deak.

For Deak, 80, the shooting was a tragic, dramatic finale to a storybook life that included parachute missions behind enemy lines in World War II as well as great wealth and serious conflicts with the Federal Government. Born to a family of bankers and lawyers on Oct. 8, 1905, in a part of Transylvania that now belongs to Rumania, Deak was educated in Hungary, Austria, Switzerland and France and became fluent in five languages. After taking a job with a foreign exchange brokerage firm in New York City in 1939, he joined the U.S. Army as a paratrooper and later became a senior intelligence officer in the Office of Strategic Services, the forerunner of the CIA. After the war, he helped launch an exchange firm in New York that rapidly expanded and eventually had 70 currency outlets throughout the world. In the gold-rush days of the late '70s, Deak & Co. was handling 20% of U.S. retail gold sales.

At the same time, however, Deak was running into trouble with the Government. In March 1978 Deak & Co. was convicted by a federal court and fined \$20,000 on charges of failing to report \$11 million in large currency transactions by



Tragic finale to a storybook life

Deak during his golden heyday in 1979.



Put everything else behind you.

Depending on the manner in which you'd like to put things behind you, Ford builds four very different Mustangs that share one common denominator: The Mustang Spirit.

Mustang Convertible.

The only thing between you and blue sky is a matter of seconds. A power top with a glass rear window comes down with ease. But if you're not getting enough air, put your foot down and get a quick reply from either a 3.8 liter fuel-injected V-6 in

Mustang LX Convertible, or a 5.0 liter V-8 in GT Convertible.*

Mustang GT.

If you think that 0-55 is the only thing Mustang GT* has going for it, you have another thing coming: Ford's Quadra-shock rear suspension system. Two vertically mounted gas-filled shocks plus two horizontally mounted axle dampers help stick GT to the road. Furthering the process are a 5-speed manual transmission and Goodyear "Gatorback" radials.

And for good measure, there's new multi-port fuel injection.

Mustang LX.

There's very little left to the imagination in a Mustang LX. For one very realistic price you get: power rack and pinion steering, styled road wheels, speed control, full instrumentation, a 2.3 liter 4-cylinder engine, interval wipers, an AM/FM stereo with the premium sound package and more. And it's all standard for a price you can get away with in a Mustang.

MARSHALL AND ILSLEY BANK
MILWAUKEE WI 53202

COPY

STATEMENT FOR RECIPIENT
OF INTEREST INCOME - 1984

FEDERAL IDENTIFICATION NO. 39-0452805

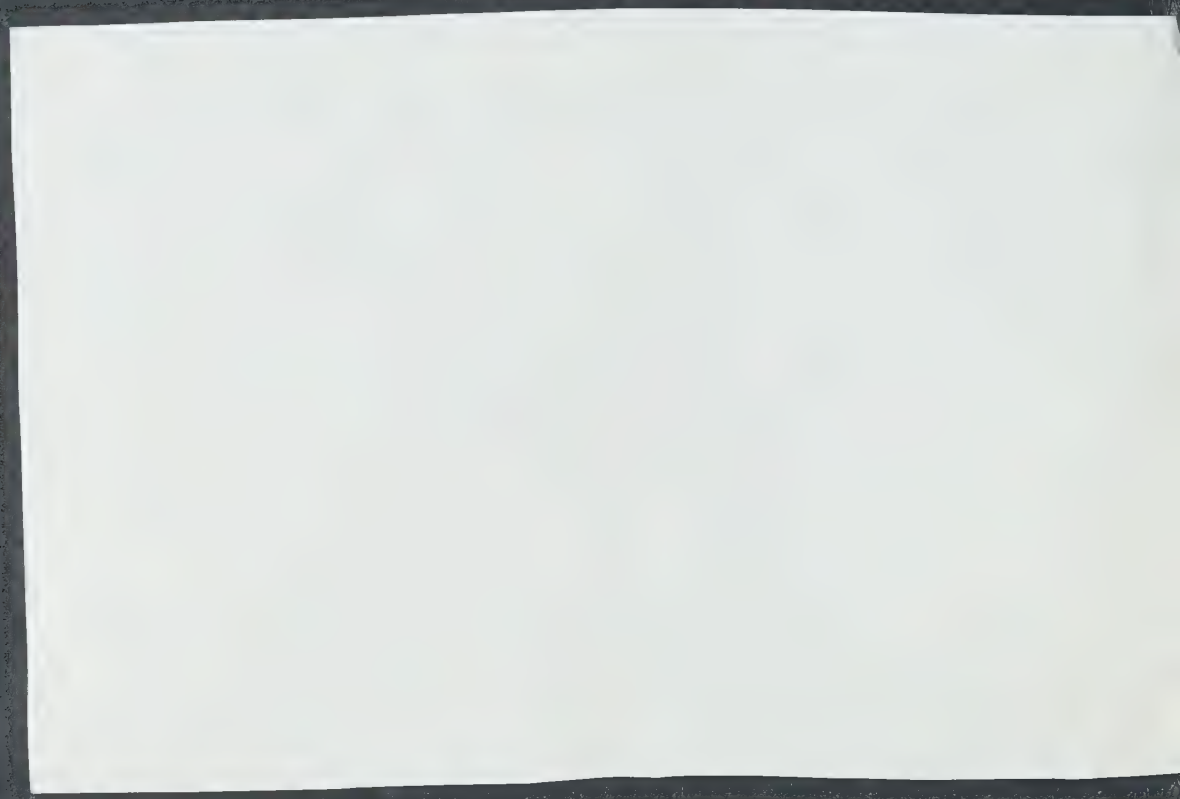
ISSUED IN LIEU OF FORM 1099-INT

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE
REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY WILL BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND
THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

MS GLORIA S HIDEELDORF
VIA DE SERRAGLI 7
50124 FLORENCE
ITALY

RECIPIENT TAX NO.
[REDACTED]

TYPE OF ACCOUNT	ACCOUNT NUMBER	DEPOSIT ID	GROSS INTEREST	TOTAL FORFEITURE	FEDERAL WITHHOLDING
MONEY MARKET	[REDACTED]		233.51	.00	.00
TOTAL			233.51	.00	.00



36-2586455

COPY 1 1

STATEMENT OF INTEREST INCOM

CHICAGO BANK OF COMMERCE
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

ACCOUNT NO.	AMOUNT	CD	DATE CLSD.	ACCOUNT NO.	AMOUNT	CD	DATE CLSD.
[REDACTED]	1,207.00						
	3,785.46						
	1,654.95	SC	0117				
TOTAL EARN					6,647.41		3/8 year

GLORIA G MIDDELDORF
9 VIA DEI SERRAGLIG
50124 FLORENCE ITALY

[REDACTED]
SOCIAL SECURITY
RAILROAD RETIREMENT
OR TAX ID NUMBER

YOUR EARNINGS HAVE BEEN REPORTED TO THE INTERNAL REVENUE SERVICE PLEASE KEEP THIS COPY FOR YOUR RECORDS DO NOT ATTACH TO YOUR INCOME TAX RETURN

S - SAVINGS OR CD INT PD

SW - SAVINGS OR CD INT WITHHELD

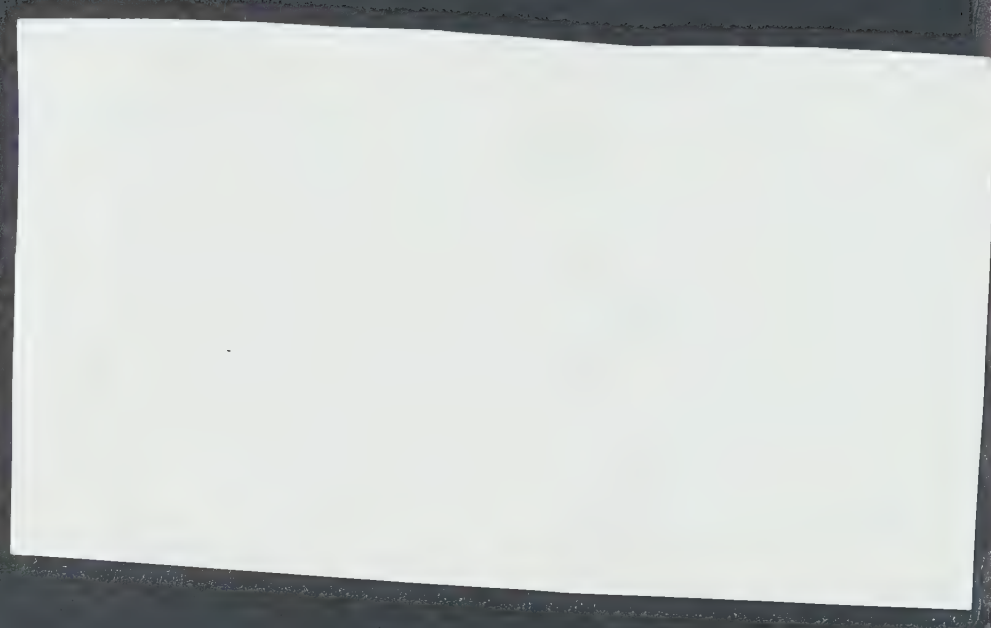
SC - SAVINGS OR CD CLOSED ACCT INT

D - NOW, MONEY MKT, SUPER NOW INT PU

DW - NOW, MONEY MKT, SUPER NOW INT WITHHELD

DC - NOW, MONEY MARKET, SUPER NOW CLOSED ACCT INT

P - PENALTY (OR FORFEITURE)





Chemists Helping Chemists in Research and Industry

aldrich chemical company, inc.

Dr. Alfred Bader
Chairman

July 23, 1984

Mrs. Gloria Middeldorf
Via dei Serragli 7
50124 Florence, Italy

Dear Gloria,

Just a hurried note to advise you of these developments:

This morning I opened an account at the M & I in your name, account No. [REDACTED]. This is a limited checking account from which you can write up to three (3) checks monthly and which gives you a preferred interest rate, now about 9%. The minimum deposit is \$2,500.00 which I have put into your account. At your convenience, please reimburse me from your checking account.

Please ask the Getty to send the funds to the M & I, to the attention of Mr. Don Ebarp. That way, there will be no delays in your earning interest and in Don Ebarp buying U.S. governments for you.

Please write to Mr. Ebarp and instruct him to discuss the purchases of U.S. securities with me after the funds from the Getty are received.

I discussed the two Getty contracts with my best friend, Marvin Klitsner, who is also the best attorney I know. He told me that he wishes that Ulrich's first contract had been drafted somewhat differently in order to avoid the very slight possibility that might exist about the IRS demanding a capital gains tax. However, he feels that no capital gains tax is due and you should simply take the capital from the Getty and invest it as soon as possible. He told me that your proposed letter to Mr. Williams is fine, although you will want to change paragraph 1 to have the funds transferred to the M & I, rather than to the Chicago Bank of Commerce.

If the Getty then writes to you in answer to your second paragraph saying that no interest is due, please send me a copy of their reply immediately and Marvin and I will draft a reply by return.



Mrs. Gloria Middeldorf
July 23, 1984
Page Two

Once the Chicago Bank of Commerce has put the CD funds back into your account, consider transferring most of the money from Chicago to the M & I, leaving just enough in the Chicago account to cover whatever checks you have to write beyond the three per month available from the M & I.

Thank you for your wonderful letters to Isabel and me. We will reply more leisurely within a few days.

Fond regards,

Alfred Bader

AB:mmh

Enclosure



Chemists Helping Chemists in Research and Industry

aldrich chemical company, inc.

Dr. Alfred Bader
Chairman

July 23, 1984

Re: Mrs. Gloria Middeldorf
Via dei Serragli 7
50124 Florence, Italy
Account No. 30-05-1971
Social Security No: 325-28-4992

Mr. Don Ebarp
Vice President
Marshall & Ilsley Bank
770 N. Water Street
Milwaukee, Wisconsin 53202

Dear Don:

This is to confirm our telephone conversation of this morning in which I asked you to open a partnership account for my old friend Mrs. Middeldorf. Please start the account with a transfer of \$2,500.00 from my partnership account and send signature card, etc. to Mrs. Middeldorf in Florence, directly.

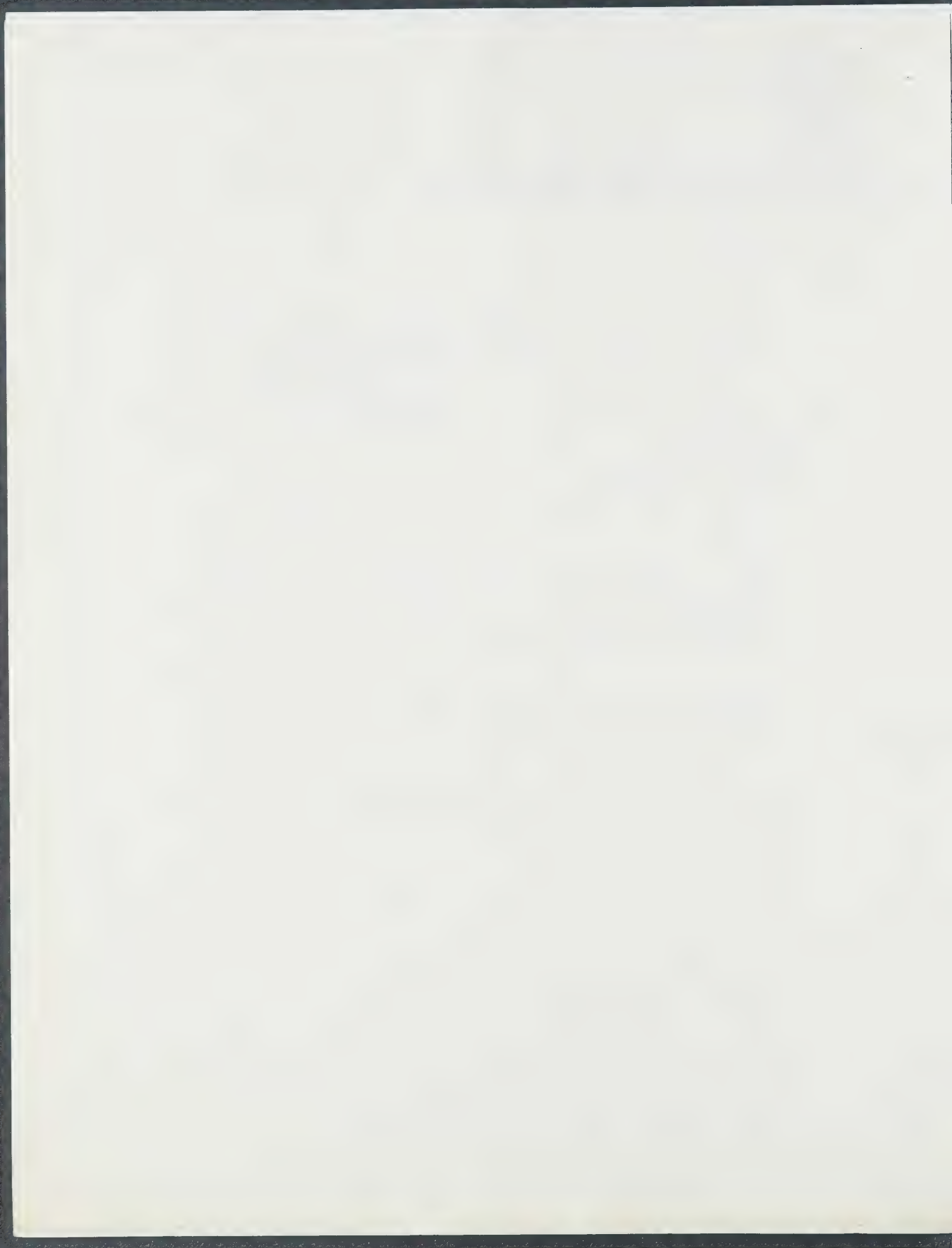
Mrs. Middeldorf will instruct you to discuss her investments in U.S. government securities with me, much as you do with the investments of Danny and the boys' trusts. I will, of course, not have any signatory power over Mrs. Middeldorf's account.

My understanding is that the partnership account is the M & I's best savings account and that Mrs. Middeldorf will have the right to write up to three checks monthly.

Many thanks for all your help.

Sincerely,

Alfred Bader
AB:mmh
cc: Mrs. Gloria Middeldorf ✓



THE J. PAUL GETTY TRUST

Elaine J. Patton
Controller

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

• August 7, 1984

COPY

Mrs. Gloria Middeldorf
Via de' Serragli, 7
50124 Firenze, ITALY

Dear Mrs. Middeldorf:

In accordance with your request of July 24, 1984, and in compliance with our contract with you dated May 5, 1983, we have arranged to have the remaining balance under the contract wire transferred to you as you have instructed.

The remaining balance on the contract is as follows:

Beginning contract balance	\$193,000.00
Less payments: March 1983 through August 1984 18 months at \$1,000 per month	<u>18,000.00</u>
Remaining balance	<u><u>\$175,000.00</u></u>

The funds will be wire transferred to your bank in Milwaukee, Wisconsin on Tuesday, August 14, 1984. Mr. Ebarp should contact me if he has any questions on the transfer.

In your letter of July 24, 1984, you refer to interest earned. Under paragraph 1 of the May 5, 1983 agreement, it is stated that the unpaid balance shall not bear interest. Also, the original contract did not provide for payment of interest. Therefore, in accordance with the contract, there is no interest payable to you. Please contact me if you have any questions on this.

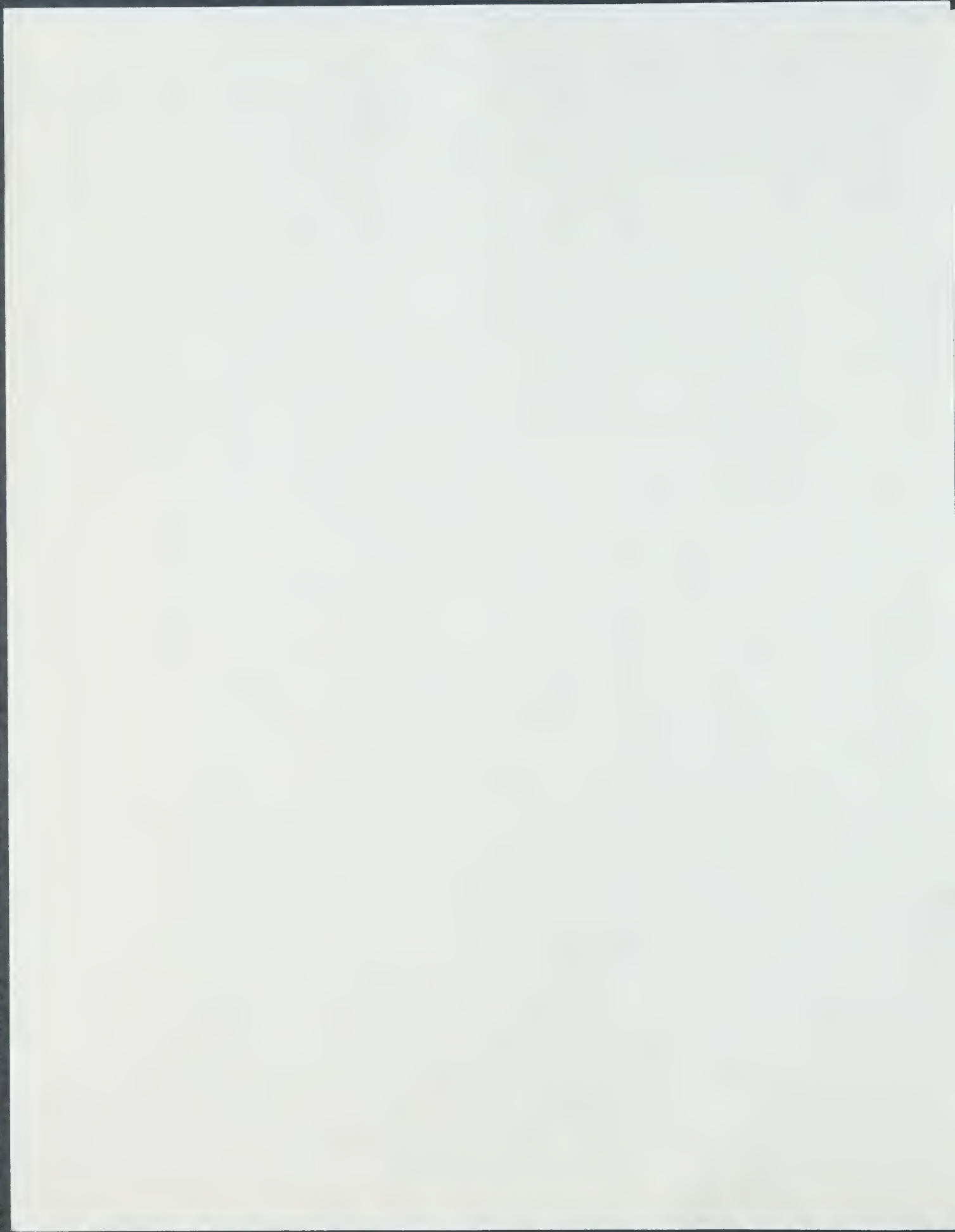
Sincerely,

Elaine J. Patton

Elaine J. Patton
Controller

/mjb

cc: Harold Williams
Joseph Kearns
Barbara Capodiecici





Chemists Helping Chemists in Research and Industry

aldrich chemical company, inc.

Dr. Alfred Bader
Chairman

August 10, 1984

Mrs. Gloria Middeldorf
Via Dei Serragli 7
50124 Florence, Italy

Dear Gloria,

Thank you for your letter of July 31 and for your check.

I will try to reach you by telephone this weekend to tell you that I have just spoken to Mr. Ebarp who has told me that the Getty money has not yet been received by the M & I Bank. He has promised to call immediately it is received. In the meantime, could you please send me a copy of the letter which you sent to the Getty, and I also suggest that you wire them asking them why they have not sent you the money.

I presume that the Getty will make no difficulties about sending the principal, but will question the interest. May I suggest that you then allow Marvin Klitsner to write Getty.

Now to answer your banking questions: The Chicago Bank of Commerce put your money into a CD, a certificate of deposit, which you think of as a savings certificate. Let it mature on January 16, and then transfer that money to the M & I for a further purchase of government bonds. Why be content with 9.5% from a small bank when you can get 3% more from the U.S. government?

What I have opened for you at the M & I is really a mixture of a savings account, now paying around 9%, and a checking account. I have the same account at the M & I and write checks only for large amounts, and no more than 3 each month. I have another checking account where I can write an unlimited number of checks, but that pays a couple of percent less in interest on the balance. Why not use your Chicago account for smaller checks and the M & I account for large checks?

Please do not worry either about the IRS or about the handling of your funds here. I will really try my very best to get you the maximum yields consonant with highest safety. Regarding the IRS, they often take very unreasonable positions, but please don't worry--there is not a great

Mrs. Gloria Middeldorf
August 10, 1984
Page Two



deal they can really do in your very straightforward case. Do answer all of their questions honestly, and if they then give you a hard time, allow one of Marvin Klitsner's associates who specializes in taxes to handle the discussion with the IRS.

You and Ulrich have helped thousands of people through your wonderful advice and knowledge, and it is time that you relaxed and enjoyed life and not have to worry about financial details. One thing that you must concentrate on, and the one thing where Isabel and I cannot help you, is in getting competent help in your house.

Fond regards from Isabel and me.

Sincerely,

Alfred Bader

AB:mmh

cc: Mr. Marvin Klitsner
Foley & Lardner
777 E. Wisconsin Avenue
Milwaukee, WI 53202

*We love you and
want to do our
best to help.*

*The Getty is a great big
bureaucracy - don't worry
at all that some professionals
might not do all they can
with your library just
because you are arguing over
the interest. You'll be
arguing with their financial/
legal people who have
almost no contact with
their archivists*

THE J. PAUL GETTY CENTER FOR THE
HISTORY OF ART AND THE HUMANITIES

COPY

401 Wilshire Boulevard, Suite 400 • Santa Monica, California 90401-1455
Telephone: (213) 458-9811

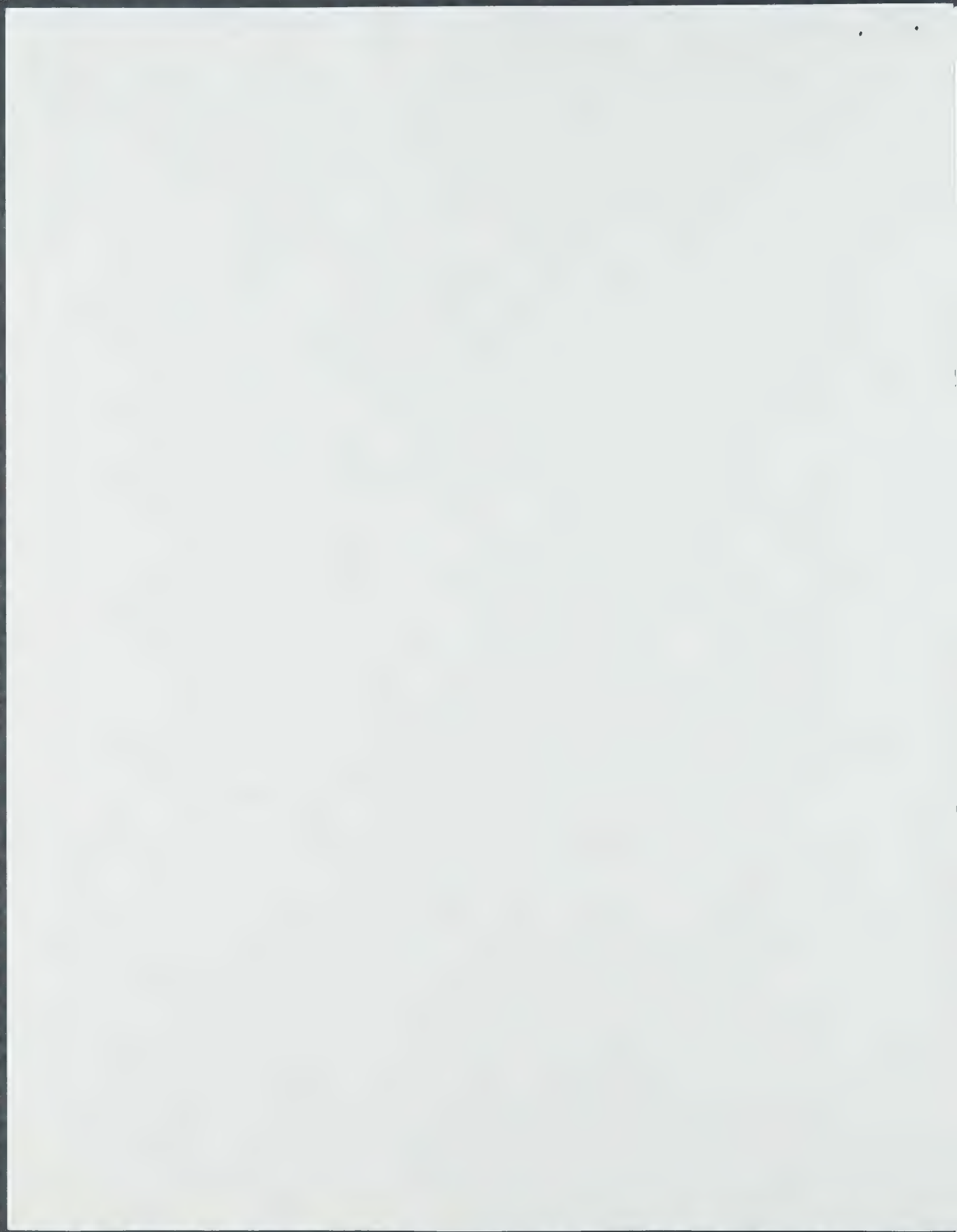
August 16, 1984

Mrs. Gloria Middeldorf
Via de Serragli, 7
50124 Firenze, Italy

Dear Mrs. Middeldorf:

Anne-Mieke has shown me your nice letter of August 7, in which -- among many other interesting observations -- you mention your efforts to put together Ulrich Middeldorf's literary correspondence and to obtain copies of correspondence from Chicago. I am very interested indeed in adding other material to the papers we now have. The body of papers that come with the library is almost exclusively devoted to research files, bibliographic notes, and so forth. One loses, as a result, a balanced sense of the man behind them and a proper idea of the range and quality of his association with others. It would be wonderful, therefore, to "flesh out" our holdings with his literary correspondence, and with any other documentary materials from or about him. You know, of course, that we can restrict access to anything of a personal nature, or rely on copies of documents that have special meaning to you. I will be in Florence for a day on September 27. At that time, could I meet with you to look at this material; discuss how it might be sorted and on what terms it might be transferred to us; and talk to you about the possibility of doing a memoir, in taped interview form, of Dr. Middeldorf? I will have time, about October 17-18, to return to Florence and follow up on any of this (that might include helping you to sort and prepare for packing), if we need to.

I understand from correspondence relating to the library sale that the portions of Dr. Middeldorf's papers that you have donated to us already are open to use without any restrictions over and above the customary protection given by libraries to the literary rights of other parties and legal rights to privacy. I also interpret the terms of the donation to include transfer to The J. Paul Getty Trust of literary rights to any of Ulrich Middeldorf's own unpublished works. If this is a correct interpretation, would you mind signing the enclosed agreement which institutes your gift of copy-right to unpublished material. By your transferring these rights we gain total freedom to copy any documents for researchers, as well as the ability to disseminate his scholarship by, for example, placing an unpublished note or essay in the Getty Journal.



COPY

Mrs. Gloria Middeldorf
August 16, 1984
Page Two

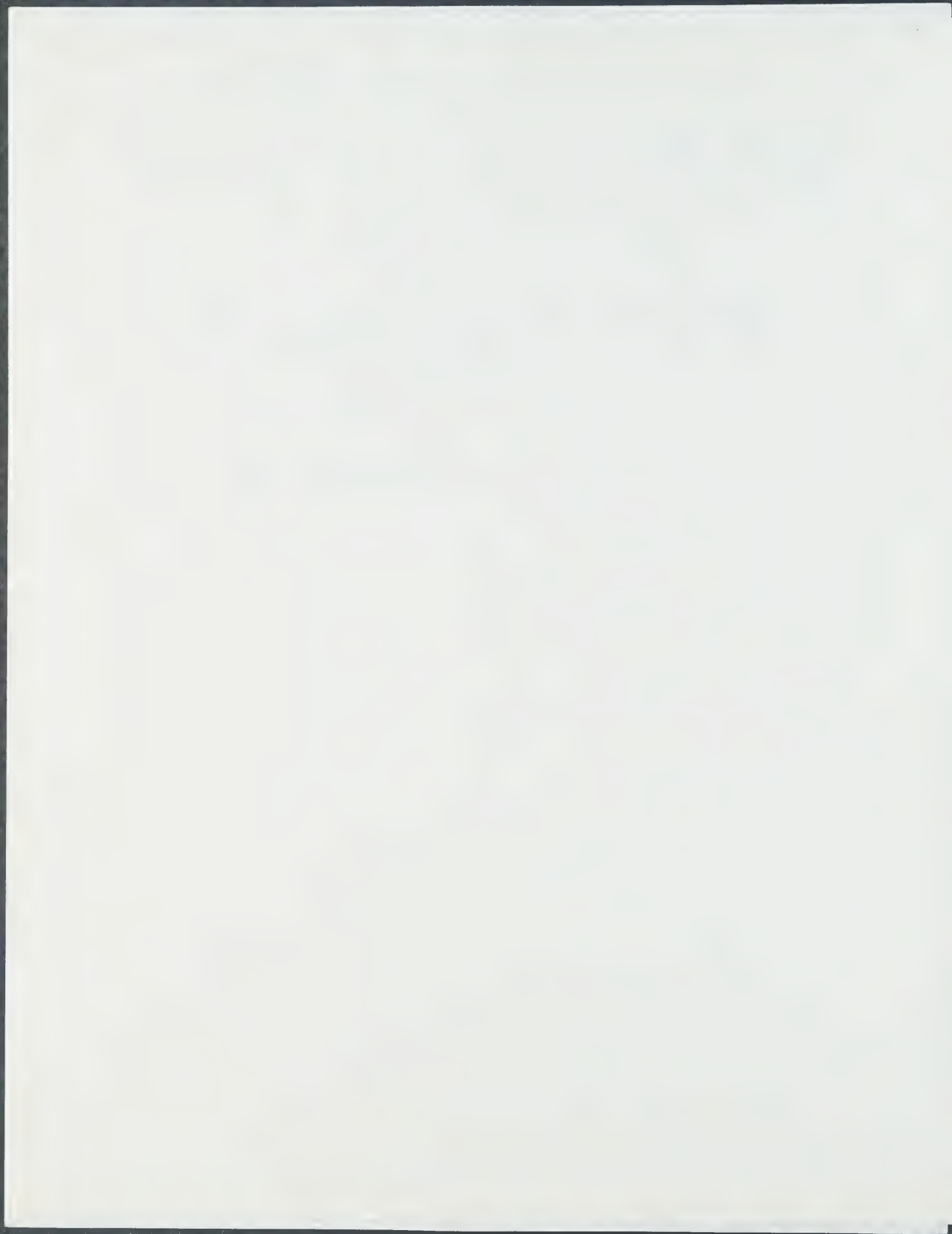
I do hope we can meet in Florence. Anne-Mieke and Deborah both speak of you with boundless affection and admiration.

Sincerely,

Nicholas Olsberg

(Dr.) Nicholas Olsberg
Archives of the History of Art

NO:mb



COPY

J. PAUL GETTY CENTER FOR THE HISTORY OF ART AND THE HUMANITIES
ARCHIVES OF THE HISTORY OF ART

Terms of Agreement

I understand that the terms of purchase of Ulrich Middeldorf's papers and Library are as follows:

The material will be open to research under the same terms and restrictions as other manuscript material in the J. Paul Getty Center's collections. It is understood by me that it is my intention to vest all the incidents of absolute ownership of the property in the Center, including copyright and including without limitation the right to reproduce, publish or publicly display the property.

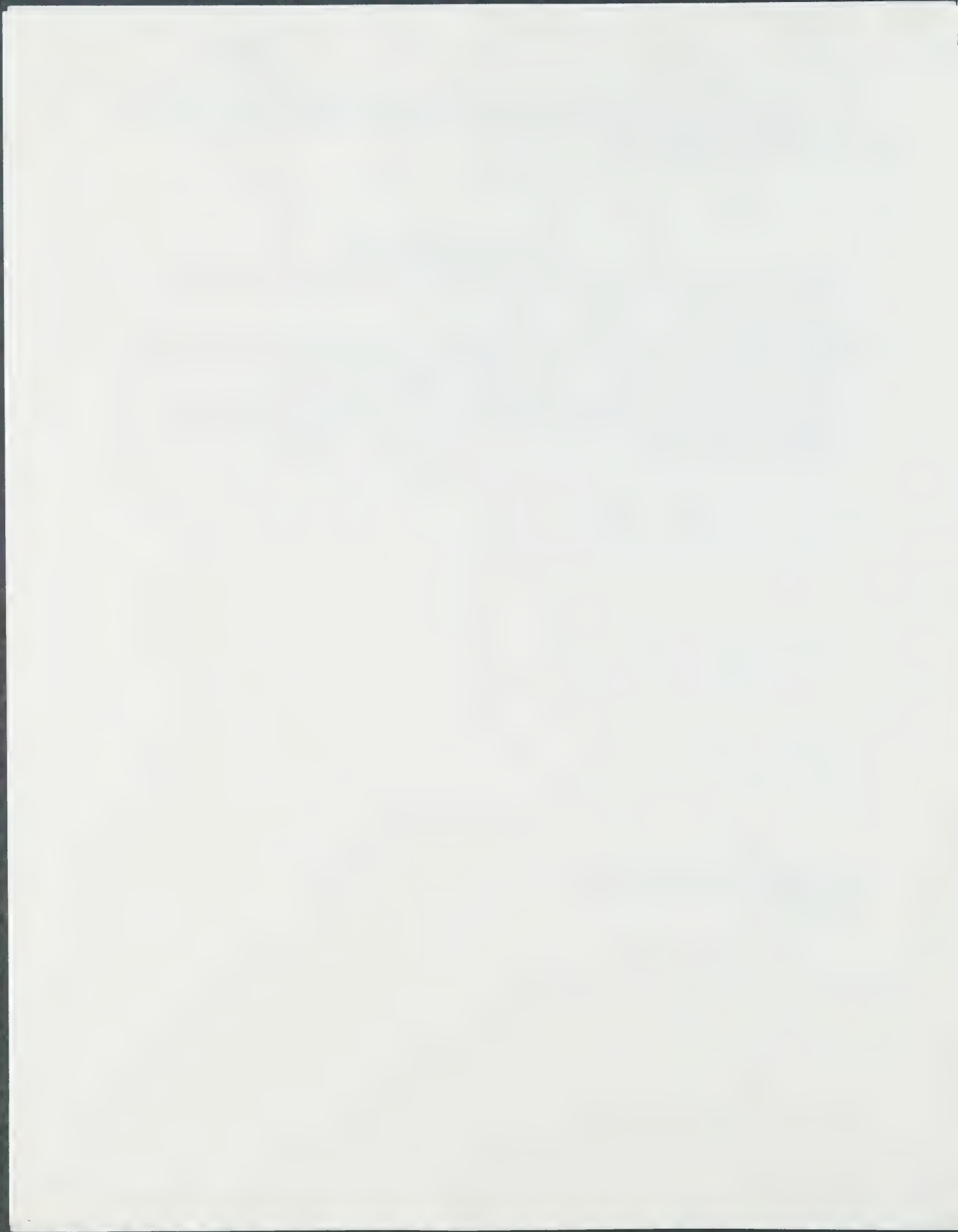
I do not wish to restrict access to any family or personal material in the property.

I have read and agree to the above,

Mrs. Gloria Middeldorf

Acknowledged:

Dr. Nicholas Olsberg
Archivist



COPY

GLORIA MIDDELDORF
VIA DE' SERRAGLI 7
50124 FIRENZE - ITALIA

August 27, 1984

Dr. Nicholas Olsberg
The J. Paul Getty Center
401 Wilshire Blvd. Suite 400
Santa Monica, California 90401-1455
USA

Dear Dr. Olsberg,

Thank you for your letter of August 16th. If you will be coming to Italy in September for your affairs and could be stopping over in Florence on the 27th, I should be very glad to make your acquaintance.

I must warn you however, that for the immediate present I do not wish to make any decision before I can get the whole correspondence together, and I can read it, to get some idea of its total contents.

I have great trepidations for the correspondence at the University of Chicago, as I have been told that some of the old administrative files of the Department of Art have been discarded during recent removals. Thus in June I have I have appealed to the Chancellor of the University of Chicago to make an inquiry and to assure me that the substantial accumulation of correspondence generated during my husband's tenure of the Chairmanship of the Department of Art during eighteen years (35-53) are still preserved in the Department's archives.

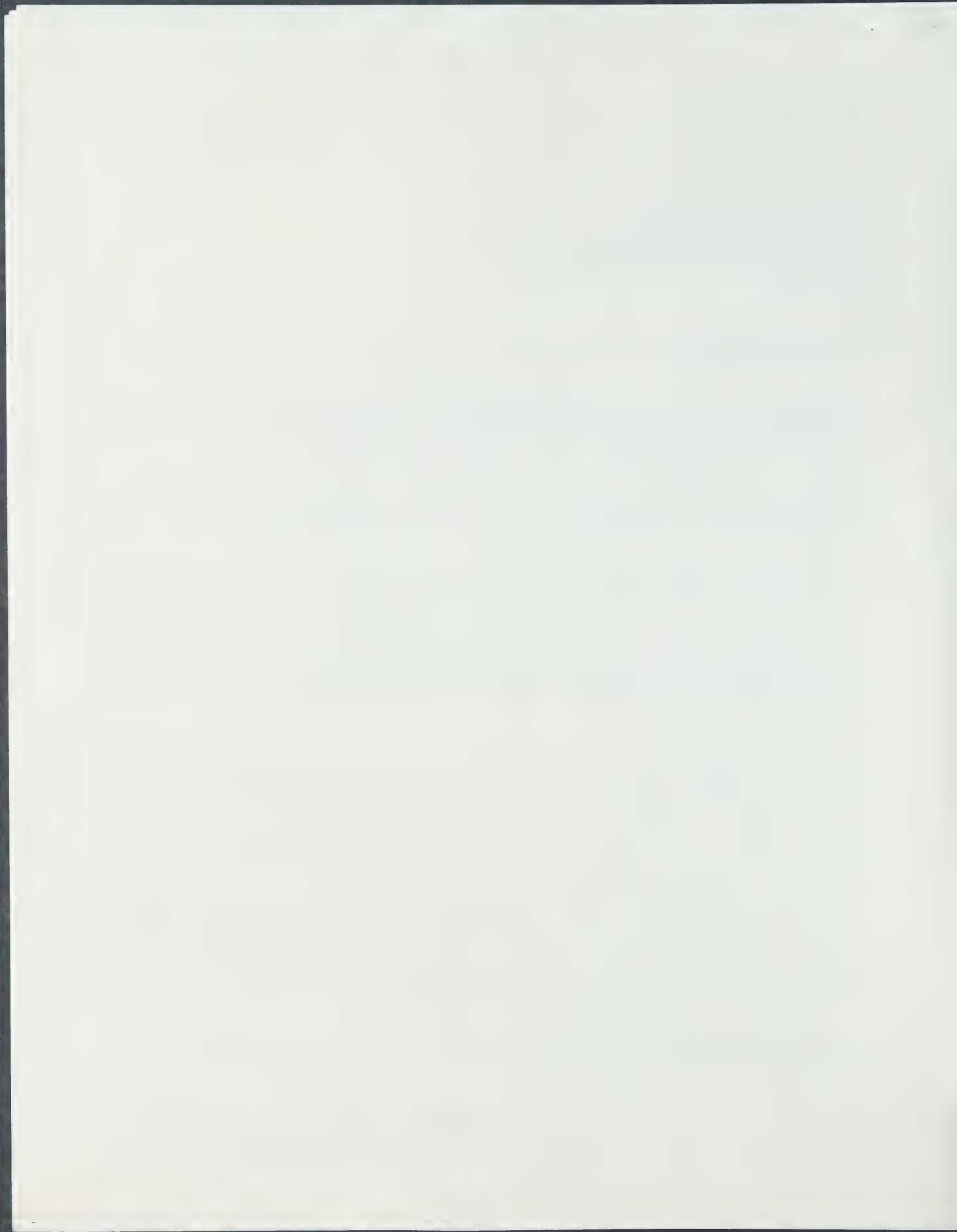
It is a very great pity that a memoir was not made during my husband's lifetime. His memory was excellent almost to the last, especially for the past. And I profoundly regret that in spite of all my efforts to find an assistant just for such a purpose were in vain. It is such a shame! Your suggestion that I should make a memoir of him makes me feel that whatever I can say would be a pale shadow only. First, because my memory is not good, secondly, there is much in his early life which was fascinating but not much talked about. He was a wonderful speaker and it was enough to set him off with just such a name as Aby Warburg, Adolph Goldschmidt or Bode and there was no end to the conversation. These were people before my time, whom I did not know personally, thus anything he might have recounted to me is very vague indeed! And there is the great pity! How sad and sorry I am about this.

I am looking forward to your visit on September 27th and we can also speak about my husband's research material.

Sincerely,

Gloria Middeldorf

Gloria Middeldorf





Marshall & Ilsley Bank

770 North Water Street/Milwaukee, Wisconsin 53201/Tel 414 765-8050

AS PRINCIPAL WE SELL TO YOU

Par value	Interest rate	Maturity date	Price	Yield	Basis	Trade date	Reference	Settlement date
50,000.00	11.875	02/25/1997	96.50	12.682	96-16	08/21/84	08/21/84 702647	08/27/84
FEDERAL HOME LOAN BANK NOTES 11 7/8 FHLB 91 C DTD 02/27/84 CUSIP 313388LS7						PRINCIPAL		48,250.00
INTEREST FROM 08/25/84 TO 08/27/84						INTEREST AMOUNT		32.00
Security number						Rep.		SK / Customer
[REDACTED]						DE		225565
Account no.						[REDACTED]		Total
								48,282.00

DR ALFRED BADER
RE-GLORIA G MIDDELDORF
2961 N SHEPARD AVE
MILWAUKEE WI 53211

Payment and delivery instructions
WE WILL CHARGE YOUR SAVINGS
HOLD IN SAFEKEEPING-03
SUBJECT TO TERMS ON REVERSE

000000000

CONFIRMATION AND ADVICE
DUPLICATE CONFIRMATION - INFORMATION ONLY
Non-Assignable/Non-Negotiable

PLEASE RETAIN FOR INCOME TAX PURPOSES

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT : [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

M&I Marshall & Ilsley Bank

770 North Water Street/Milwaukee, Wisconsin 53201 / Tel 414 765-8050

AS PRINCIPAL WE SELL TO YOU

08/16/84

Trade date	Reference
08/16/84	762396

Par value	Interest rate	Maturity date	Price	Yield	Basis	Settlement date
75,000.00	12.625	08/25/1987	100.00	12.625	100.00	08/27/84
FEDERAL HOME LOAN NOTES					PRINCIPAL	75,000.00
12.625 FHLB 87 N						
DTD 08/27/84 1ST CPN 02/25/85						
CUSIP 313388MH0						

Security number	Rep.	SK/Customer	Account no.	Total
5 [REDACTED]	8 DE	225565	[REDACTED]	75,000.00

DR ALFRED BADER
 RE-GLORIA G MIDDELDORF
 2961 N SHEPARD AVE
 MILWAUKEE WI 53211

Payment and delivery instructions
 WE WILL CHARGE YOUR SAVINGS
 HOLD IN SAFEKEEPING-03
 SUBJECT TO TERMS ON REVERSE

000000000

CONFIRMATION AND ADVICE - INFORMATION ONLY
 Non-Assignable/Non-Negotiable

610-54 (4-80)

PLEASE RETAIN FOR INCOME TAX PURPOSES

TERMS AND CONDITIONS

(Each word is defined and used throughout in a corresponding manner.)

- 1. The undersigned hereby certifies that the foregoing whole name appears on the records of the State of New York and is the name of the person who is entitled to the same.
- 2. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 3. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 4. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 5. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 6. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 7. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 8. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 9. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.
- 10. The undersigned hereby certifies that the foregoing name is the name of the person who is entitled to the same.

M&I Marshall & Ilsley Bank

770 North Water Street/Milwaukee, Wisconsin 53201 Tel 414 765 8050

11750 11/15/84
15

AS PRINCIPAL WE SELL TO YOU						Trade date	Reference
						09/21/84	09/21/84 762640
Par value	Interest rate	Maturity date	Price	Yield	Basis	Settlement date	
50,000.00	11.75	05/15/1989	97.375	12.491	97-12	09/27/84	
U.S. TREASURY NOTES						PRINCIPAL	48,687.50
11 3/4 NOTE H 89							
DTD 03/05/84 1ST CPN 11/15/84							
CUSIP 9128270N5							
INTEREST FROM 03/05/84 TO 08/27/84						INTEREST AMOUNT	2,906.28
Security number	Rep.	SK/Customer	Account no.	Total		51,493.78	
[REDACTED]	DE	225565	[REDACTED]				

4083.45

DR ALFRED BADER
RE-GLORIA G MIDDELDORF
2961 N SHEPARD AVE
MILWAUKEE WI 53211

Payment and delivery instructions
**WE WILL CHARGE YOUR SAVINGS
HOLD IN SAFEKEEPING-03
SUBJECT TO TERMS ON REVERSE**

000000000

CONFIRMATION AND ADVICE
DUPLICATE CONFIRMATION - INFORMATION ONLY
Non-Assignable/Non-Negotiable

PLEASE RETAIN FOR INCOME TAX PURPOSES



[Faint, illegible header text]

[Faint, illegible body text consisting of several lines of a document]

Dear Alfred,

August 24, 84

This letter came today and
I am sending you a
copy. Frankly I do not
understand it. I do not
recall a payment sent to our
bank which then was returned
to Getty!. I shall try to trace
this, if I can. Because all the
Getty money went through my
bank in Hamburg!??

Gloria



THE J. PAUL GETTY TRUST

Elaine J. Patton
Controller

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

August 21, 1984

Mrs. Gloria Middeldorf
Via De' Serragli 7
50124 Florance
ITALY

Dear Mrs. Middeldorf:

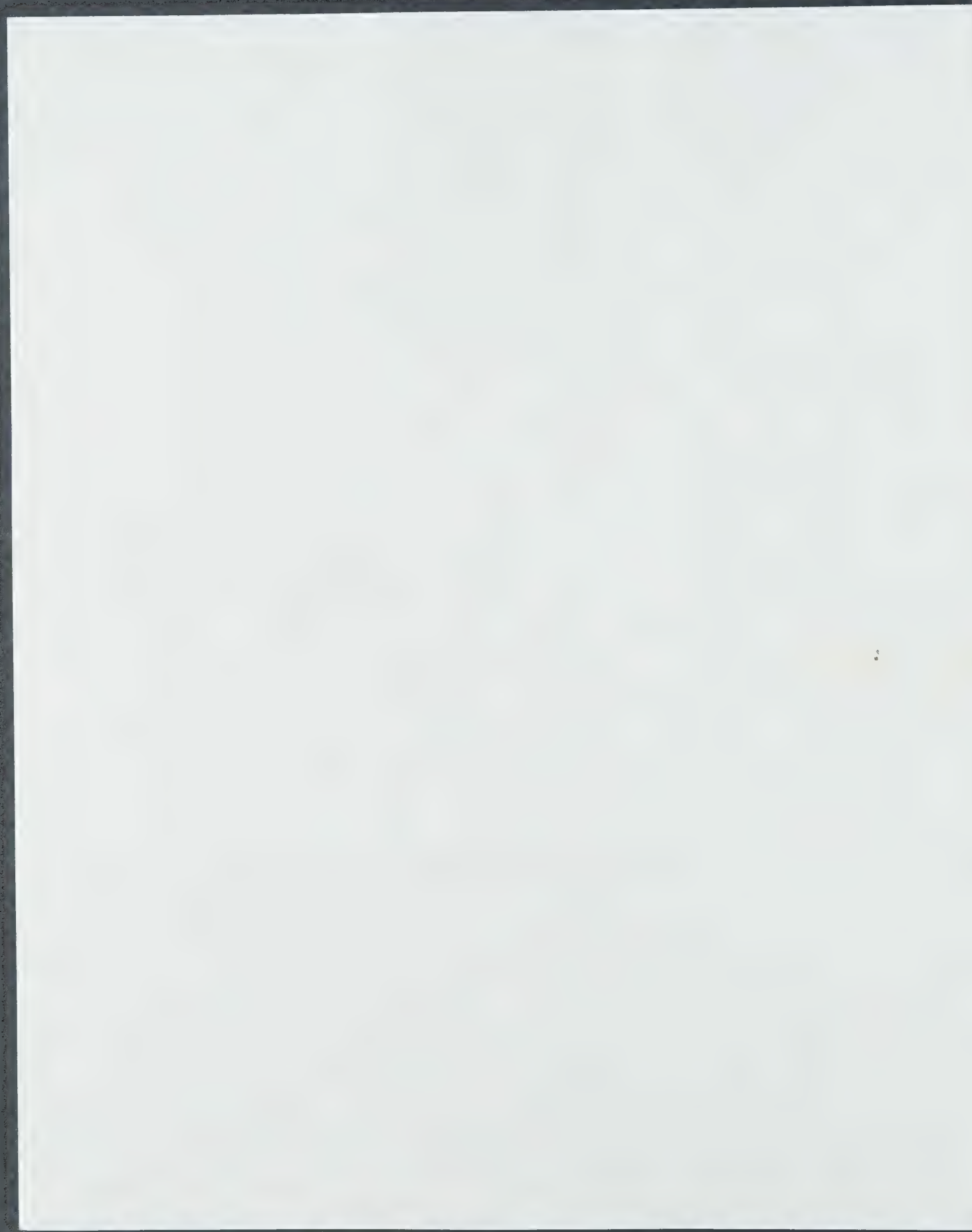
A review of our records has revealed that we owe you an additional amount of \$1,000.00 on the settlement of your contract.

The amount of \$1,000.00 was arrived at as follows:

Original contract balance July 10, 1980	\$220,000.00
Payments: January 1981 through February 1983	<u>26,000.00</u>
	\$194,000.00 *
Payments: March 1983 through August 1984	<u>18,000.00</u>
	<u>176,000.00</u>
Amount paid August 14, 1984	<u>175,000.00</u>
Balance due	<u><u>\$ 1,000.00</u></u>

* The contract balance of the May 1, 1983 agreement was \$193,000.00. The understatement of \$1,000.00 was the result of our check number 3750 for \$1,000.00, dated March 1, 1983 which was sent to Mr. Middeldorf's bank, but subsequently returned to us and voided.

The amount of \$1,000.00 will be wire transferred to your bank in Milwaukee, Wisconsin, to the attention of Mr. Ebarp, on Tuesday, August 28, 1984.



August 21, 1984
Mrs. Gloria Middeldorf
Page Two

Please accept my apologies for any confusion this may have caused.
Contact me if you have any questions.

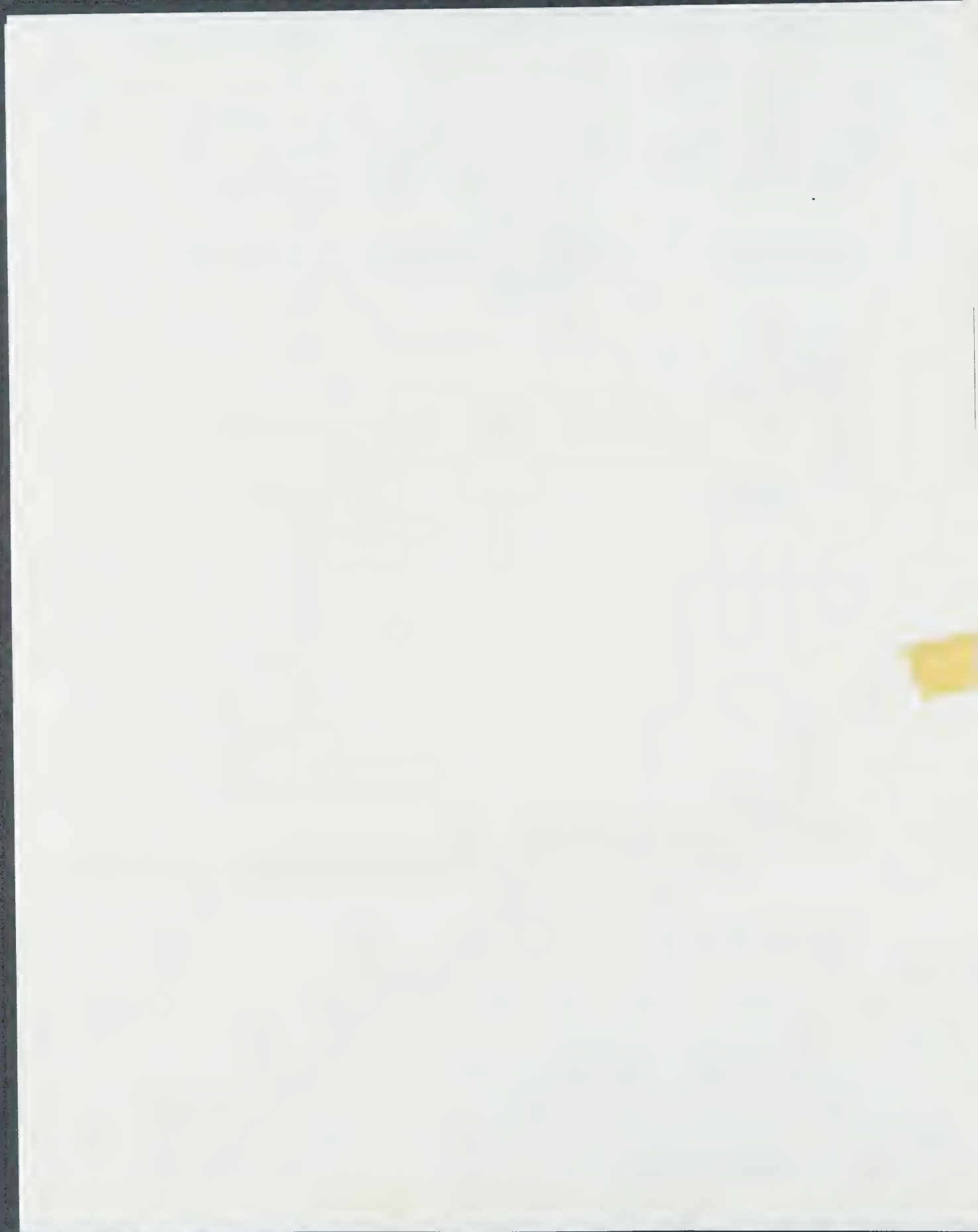
Sincerely,



Elaine J. Patton
Controller

/mjb

cc: Joseph J. Kearns
Barbara J. Capodieci



Dr. Alfred Bader
Chairman



August 29, 1984

CERTIFIED MAIL
Return Receipt
Requested

Mr. Harold M. Williams
President
The J. Paul Getty Trust
1875 Century Park East, Suite 2300
Los Angeles, California 90067

Dear Mr. Williams:

Like thousands of other collectors and art historians, I was helped over many, many years by the late Professor Ulrich Middeldorf who had been my very good friend since 1952.

Recently my wife and I visited his widow in Florence, and she asked us for advice regarding her contract with the Getty Trust dated May 5, 1983, copy attached for your ready reference.

Naturally we advised her to take the principal at once, to invest it safely, and to ask the Trust for the accrued interest since February of 1983, the date of Professor Middeldorf's death.

I was astounded when Mrs. Middeldorf sent me a copy of Ms. Elaine J. Patton's response, alleging that under the contract no interest was due; copy is attached.

I would like to ask you, Mr. Williams, to consider this personally.

Probably Ms. Patton did not check the May 5, 1983 agreement. Ms. Patton is correct in stating that "the original contract [with Prof. Middeldorf] did not provide for payment of interest", but that surely is irrelevant: Professor Middeldorf had the use of the books, Mrs. Middeldorf did not.

However, Paragraph 1 of the agreement of May 5, 1983 does not say that the principal shall not bear interest. Rather it says, "The unpaid balance of the total purchase price of \$1000 shall not bear interest." To put it most charitably, this is not clear. But with a principal of \$193,000, the \$1000 per month is much less than the Getty Trust must have been earning on the principal, so how could it make any sense not to pay interest on the principal?

SIGMA-ALDRICH

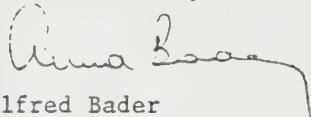
P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

Mr. Harold M. Williams
The J. Paul Getty Trusy
August 29, 1984
Page Two

Keep in mind that the agreement was drafted by your attorney, that Mrs. Middeldorf, a woman in her seventies, was without benefit of counsel, and that less than three months had passed since her husband had died. As an attorney and former head of the SEC you will understand the implications of all this, and so I feel certain that you must have been unaware of the details of this contract, and will now be anxious to see this matter put right.

I look forward to hearing from you, and remain

Yours sincerely,



Alfred Bader

AB:mmh

Enclosures

P.S. Incidentally, Mrs. Middeldorf requested payment of principal and interest on July 24, Ms. Patton received that request around July 31 and replied on August 7 that the funds would be transferred on August 14. That is, Ms. Patton delayed transferring the funds for between one and two weeks, presumably because the Getty Trust had the funds in an interest-bearing account which required notice of withdrawal. Mrs. Middeldorf invested her funds in medium term U.S. treasury bonds, but between July 31 and August 14 the yield available fell by about a per cent, from ca. 13-1/2% to ca. 12-1/2%. Thus the delay will cost Mrs. Middeldorf close to \$2000 a year for the next several years!

Mr. Harold M. Williams, Pres.
The J. Paul Getty Trust
1875 Century Park East, 2300
Los Angeles, CA 90067

37
7)

60

122

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Getty agrees to pay the \$193,000 which it owes to Mrs. Middeldorf in monthly \$1,000 installments. The unpaid balance of the total purchase price of \$1,000 shall not bear interest. Payment shall be made to account number [REDACTED], Delbrück & Co., Privatbankiers, Attn: Credit Department, Ballindam 5, 2000 Hamburg 1, West Germany or as Mrs. Middeldorf shall otherwise direct in writing.

2. Mrs. Middeldorf may, at any time, direct the Getty in writing to either increase the amounts of the monthly payments or pay the entire remaining balance in one lump sum.

3. Upon the death of Mrs. Middeldorf prior to the repayment of the balance of the purchase price, the Getty shall pay the entire then-remaining balance due to Mrs. Middeldorf's son, Jan A. Middeldorf, 1908 Spruce Street, Philadelphia, Pennsylvania 19103. If Jan A. Middeldorf does not survive Mrs. Middeldorf, the unpaid balance of the purchase price shall be paid as Mrs. Middeldorf has otherwise directed, in writing, or in default of such direction, to the personal representative of Mrs. Middeldorf's estate.

4. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Neither this agreement nor any provision thereof may be waived or amended except by agreement in writing signed by the Getty and Mrs. Middeldorf.

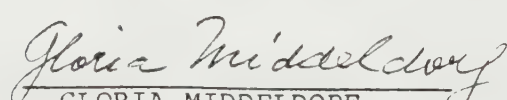
5. The parties hereto stipulate that this agreement shall be deemed made and entered into in the State of California, United States of America, and they hereby agree that the laws of said jurisdiction shall govern the construction and enforcement of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

THE J. PAUL GETTY TRUST

By 
Harold M. Williams,

President and Chief Executive
Officer


GLORIA MIDDELDORF

THE J. PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

RECEIVED

SEP 20 1984

Aldrich Chemical Co., Inc

September 14, 1984

Dr. Alfred Bader
Chairman
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

Dear Dr. Bader:

Upon Professor Middeldorf's death Mrs. Middeldorf contacted us and asked that we continue the exact arrangement that we had with her husband before his death. During several conversations with Mrs. Middeldorf she was asked if she wanted more money per month but she emphasized that she wanted the existing arrangement. This was done for her convenience, not ours. It would have been much easier for the Getty to simply pay her the \$193,000 in one lump sum, rather than to make arrangements each month for wires to her various bank accounts.

We told her to advise us if she ever wanted to make different arrangements and we would be happy to comply. At all times our primary concern has been to accommodate her.

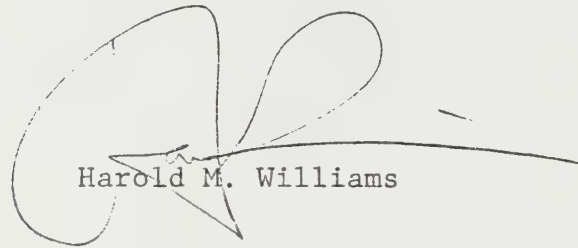
We also had the impression all along that she had tax professionals advising her with regard to the tax implications of her husband's death. She was very knowledgeable about her potential tax liability and was well aware that the arrangement she requested could save her substantial capital gains and inheritance taxes.

Further, your assumptions about our conduct are unwarranted and inappropriate. Funds being used to pay Mrs. Middeldorf are not in an interest bearing account. Her

request came to my office in my absence. It did not reach Mrs. Patton until August 6, and she wrote to Mrs. Middeldorf on August 7 by Express Mail, advising her that the funds would be transferred to her account in five business days. The date was picked in order to allow for possible delays in overseas Express Mail delivery and in order to give Mrs. Middeldorf time to alert her banker and make appropriate arrangements. The two week turn around was completely reasonable, and again, we were simply trying to accommodate Mrs. Middeldorf.

I am enclosing a copy of our letter of May 9, 1983 to Mrs. Middeldorf, forwarding a copy of the agreement.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized initial 'H' followed by a long horizontal line that ends in a small hook.

Harold M. Williams

HMW:bam
Enclosure

Dr. Alfred Bader
Chairman



October 4, 1984

Mr. Harold M. Williams
President and Chief Executive Officer
The J. Paul Getty Trust
1875 Century Park East, Suite 2300
Los Angeles, California 90067

Dear Mr. Williams:

Your letter of September 14 regarding Mrs. Middeldorf clearly pinpoints the cause of your misunderstanding.

You assumed that Mrs. Middeldorf had tax professionals advising her and that she was very knowledgeable about her tax liability and thought that the arrangement could save her capital gains and inheritance taxes.

Mr. Williams, this simply is not so. Professor Middeldorf clearly asked The Getty for advice as to competent counsel and that was denied. Mrs. Middeldorf had no counsel at the time she signed the Getty agreement and is certainly not knowledgeable about taxes or business matters. Please note the enclosure, which proves this so very clearly.

I am sorry to realize from the fourth paragraph of your letter that you felt that I was critical of your conduct. In that you are quite mistaken, and I am sorry that I was not clear enough. My only assumption was that you could not possibly have been aware of the contract which Mrs. Middeldorf signed because surely you will agree that the paragraph about interest, at best, is totally unclear. Unfortunately, you do not comment on that at all. Please do reread my first letter, and the agreement written by your attorney and you will have to agree that it does not say that no interest on the principal is due Mrs. Middeldorf.

Thank you for your explanation as to why the remittance of the principal was delayed two weeks. However, unless her right to reasonable interest is recognized that delay will have further contributed to Mrs. Middeldorf's substantial disadvantage.

Please consider the matter carefully. There is no just basis for depriving her of interest on the deferred payment while at the same time deducting the \$1,000 payments from principal. It was one thing to do so during Professor Middeldorf's lifetime when he had available to him the collection itself. Once that was turned over to The Getty Trust, charging the

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

Mr. Harold M. Williams
The J. Paul Getty Trust
October 4, 1984
Page Two

\$1,000 against principal while denying interest (which on any fair basis would equal at least twice the amount of the payments) would be clearly unconscionable! I would not think The Getty Trust would wish to get a reputation for dealing with an elderly widow in this manner. I look forward to hearing from you to the effect that this matter will be handled in a manner worthy of the Getty name and your own.

While this matter may be a very small matter to The Getty Trust, it is a very important matter to Mrs. Middeldorf. Let me assure you that my only interest in this matter is to prevent what I regard as an imposition on a very special lady.

Sincerely,

Alfred Bader

AB:mmh

Enclosure

Dr. Alfred Bader
Chairman



August 30, 1984

Mrs. Gloria Middeldorf
Via dei Serragli 7
50124 Florence, Italy

Dear Gloria,

You will have realized from our correspondence how angry I am at the Getty, but I must tell you that I am angry even more at myself for not asking you and Ulrich whether I could have helped in any way in your business affairs. If I had asked, all of these hassles could have been avoided.

Enclosed are some financial details about the government bonds which the M & I purchased.

You will note that for just 12 days the M & I paid you \$644.00 for the use of the \$175,000.00.

I have noted the dates when your interest will come due; the M & I will just automatically put these amounts into your account and they will then show up in your monthly statements.

In 1984, the only interest that you will receive is \$4,083.45, but of that only \$1,277.17 is taxable because you paid \$2,806.28 when you bought the \$50,000.00 U.S. treasury bond. In 1985, you will receive total interest of \$21,228.65, and of that \$21,195.66 is taxable income; \$32.99 was paid by you when you bought the \$50,000.00 FHLB note.

In 1989 and 1991 you will have a small capital gains which is taxable at a much lower rate.

If you have someone else handle your U.S. taxes just give him the enclosed sheet and he will understand. If you yourself have any questions whatever, just let me know.

When your Chicago CD comes due next January, just transfer \$50,000.00 to the M & I and let me arrange with Mr. Ebarp to buy another bond.

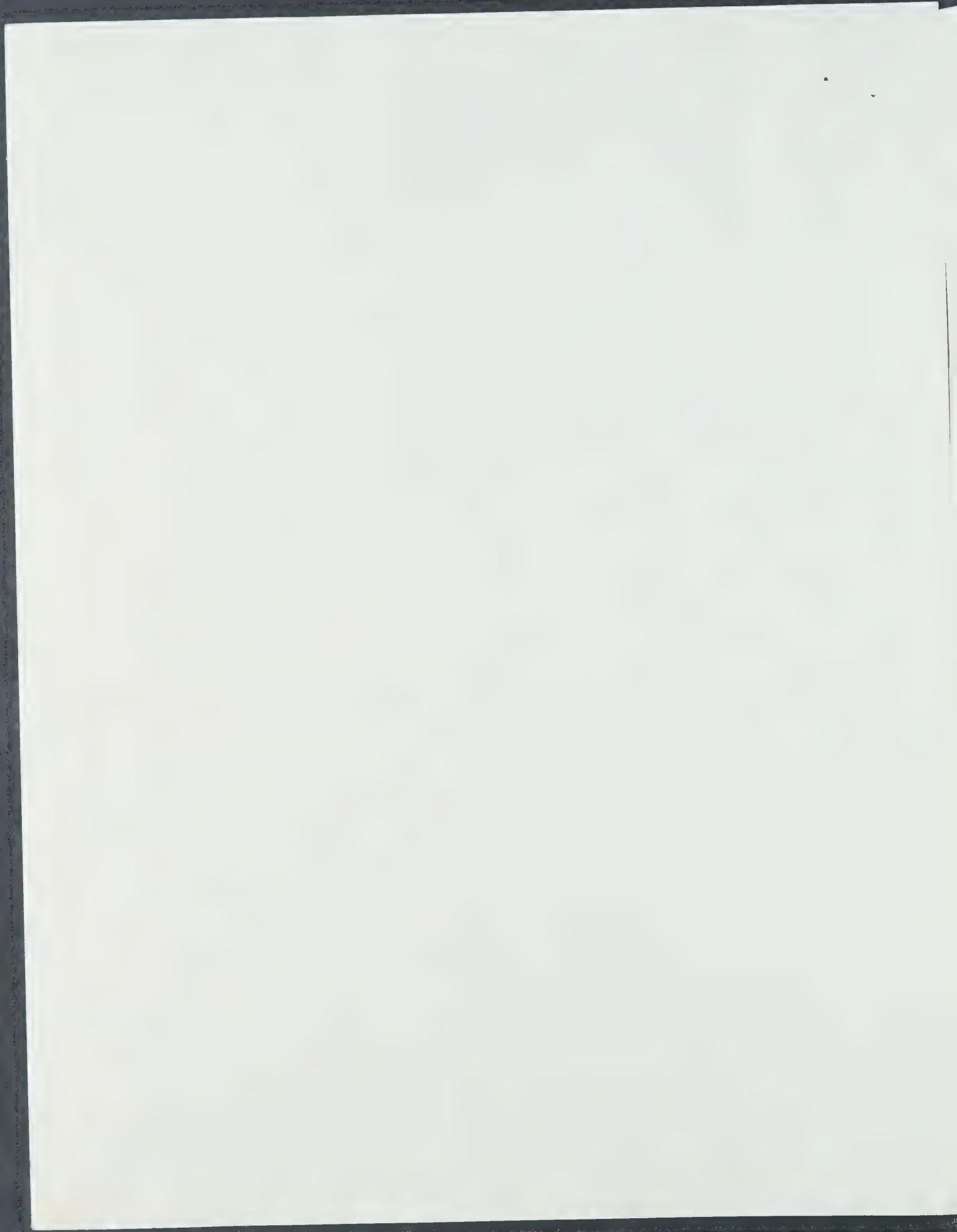
Fond regards.

As always,

The M&I received
\$1000 from the Getty.
Big deal!

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843



Gloria Middeldorf
 Taxable Income
 from \$175,000 from Levy
1984 1985

CD, Met, 175M, 12 days 644.03

US Government

75M	12.625	—	Feb. 25 85	Aug. 25 85
	FHLB, 8/87		4681.77	4734.38
50M	11.75	Nov. 15 84	May 15 85	Nov. 15 85
	UST, 5/89	4083.45	2937.50	2937.50
50M	FHLB 2/91		Feb. 25 85	Aug. 25 85
	11.875		2968.75	2968.75

Capital Gains (Taxable at lower rate)

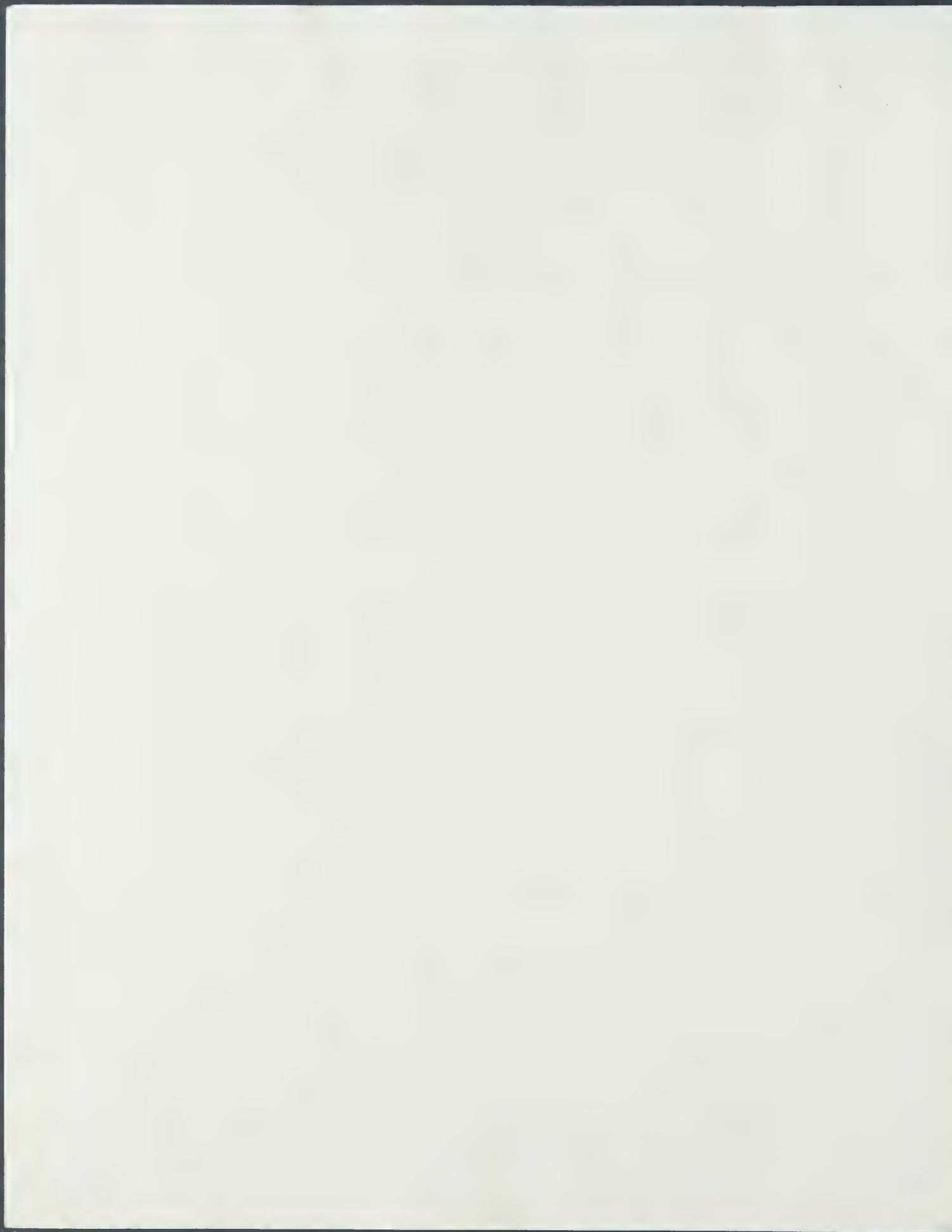
1989	UST	\$1312.50
1991	FHLB	1750. —

Taxable income 1984

CD		644.03
UST	4083.45	
	<u>— 2806.28</u>	
	1277.17	1277.17

Taxable income	1985	21195.66
Taxable income	1986	21228.65

OB 5/29/86



EXECUTIVES

Whether it's an unfolding crisis or business as usual, more CEOs today appreciate the expertise and counsel of their outside directors. But with more at stake now, a seat on the board could turn out to be a hot seat. So why accept one?



Melvyn N. Klein—*"The question was, do we take the risk of going to court, waiting many months to find out whether we could prevail and keep the license—or do we go ahead and sell?"*

AN INSIDE LOOK AT OUTSIDE DIRECTORS

By JAMES BRAHAM

Three years ago, Playboy Enterprises Inc. was in the midst of a legal battle with the British Gaming Board, which sought to revoke the license that allowed Playboy to operate gambling houses in England—at the time the company's biggest source of earnings. Serendipitously, a buyer appeared, offering Playboy \$30 million for the casinos.

Like more and more of his fellow CEOs, Playboy Chairman Hugh Hefner sought the advice of one of his company's outside directors—in this case, Melvyn N. Klein, then president and CEO of Altamil Corp., a Corpus Christi, Tex., manufacturer of wooden boxes.

What Mr. Klein's experience with wooden

boxes may have lacked in glitter, compared with Mr. Hefner's various products, hardly mattered. "The question was," recalls Mr. Klein, who has a background in law and finance and serves as chairman of Playboy's finance committee: "Do we take the risk of going to court, waiting many months to find out whether we could prevail and keep the license—or do we go ahead and sell?"

In the event the license could not be retained, points out Mr. Klein, the offer would be "very substantial." However, if the license could be kept, the casinos would be worth considerably more than \$30 million.

The decision had to be reached quickly. Mr. Klein was asked to come to Chicago and meet with Playboy's top brass.

Weighing the many considerations required several days.

"One factor we focused on," says Mr. Klein, "was that it might be the Gaming Board's intention to limit the number of the casinos within the particular area where Playboy operated its gambling houses. So, whether the owner was Playboy or somebody else, the Gaming Board [might not] want a casino in that location."

Playboy decided to sell.

The decision turned out to be the correct one. The buyer, Trident Television Ltd., London, was indeed denied a gambling license, on the grounds that the Gaming Board felt that there were already too many casinos in that area.

"The ultimate decision [to sell] was made by the chief executive and voted on by the board," Mr. Klein continues. "But this situation shows how management can utilize the expertise of an outside director during a crisis."

Increasingly, corporate managements are coming to depend upon the objective expertise of outside directors, who have been shedding the rubber-stamp image in favor of a vital, active, and challenging corporate role.

Mr. Klein serves as an outside director on the boards of five public and five private corporations.

On each, he strives to play a meaningful role. "If I can't be an active director," says Mr. Klein, "I'd rather not be on the board. I'm not there to just sit and listen and vote yes."

Once dismissed as "the forgotten citizens of the business world," outside directors have not always been so visible. Harold M. Williams, ex-chairman of Norton Simon Inc., reportedly once observed: "The way to handle boards is to treat them like a mushroom. Keep them in the dark, water them well, and cover them with horse manure."

NECESSARY REFORM. Peter G. Scotese, former chairman and CEO of Springs Industries Inc., Ft. Mill, S. C., concedes: "Boards ten to 12 years ago were window dressing, chosen generally by the chief executive officer to go along with the decisions of management and the CEO."

That has changed, maintains Mr. Scotese, now a director of five firms, including Springs Industries. "There has been a hue and cry by share-

GILBERT

"Being a director used to be a prestige thing. The amount of work . . . was relatively light. . . . But to be a real contributor today, there's a lot more demand on . . . time."



KORN

"People do not become directors for the money. Still, considering the hours involved, compensation has to be at least commensurate with the earning power of the people the company is trying to attract. . . ."

holders, and SEC [Securities & Exchange Commission], and others to reform board practice and participation. This has had a very therapeutic effect in making boards more independent and harder-working; it has also forced corporations to include a minimum of two or three different committees, each focusing on specialized areas. Boards are assuming much more responsibility for the direction of the corporation and, very importantly, are having greater impact on the CEO."

Executive-search firms also note the change. "Being a director used to be a prestige thing. The amount of work you were expected to do for lending your prestigious name to the board was relatively light," says Lynn Gilbert, partner of New York's Gilbert & Tweed, an executive-search firm. Companies now seek outside directors more "to complement their own strengths and get an outsider's view," Ms. Gilbert adds. "But to be a real contributor today, there's a lot more demand on the outside director's time."

SO, WHY SERVE?

Considering the new demands, what prompts executives to sign on for board duty? Mr. Klein cites several reasons: "Participating in building a successful business other than your own; addressing issues of a scope and substance that are very interesting; earning a retainer; interacting with fellow directors and top officers of other companies; having the opportunity to keep your own personal scope and perspective broad; gathering insights into a number of different businesses; and becoming more effective, both as a business person and a human being."

Thomas S. Carroll, former chairman and CEO of Lever Brothers Co., believes: "Directors serve out of self-interest. It's a school of see how other people operate . . . and it keeps you alert to what you might be doing in your own business." Mr. Carroll, who is now president and CEO of the International Executive Service Corps, serves on the boards of Associated Dry Goods Corp. and American Airlines Inc.

"Ego" is the chief attraction for many outside directors, believes John M. Nash, president of the National Assn. of Corporate Directors (NACD), Washington. "It's a great honor to be asked to serve on a board. To a businessman, that's like being crowned Pope."

Stuart J. Northrop has a ready quip when asked about his life as an outside director after stepping down from the CEO slot at Huffly Corp. He has remained chairman. "It's like having an affair," he says. "Very stimulating, lots of fun, and there's no responsibility for day-to-day maintenance. I have nine affairs going."

When Mr. Northrop gave up the reins of the Dayton, Ohio, bicycle maker two years ago, he told his board he wanted to gradually reduce his duties as Huffly's chairman in order to have "the freedom to be on other boards."

"Being in operations was a fabulous career—but one of tremendous pressure," explains Mr. Northrop. "A director has a wonderful situation. He's given very intense, excellent briefings on corporate problems and opportunities. Then he has the opportunity to give his input to management—but he doesn't have the pressure of implementing it, of managing the operation."

An outside director generally doesn't select the firm—or firms—he'll serve. They pick *him*. However, in Mr. Northrop's case, his availability and reputation allowed him to be somewhat selective in arranging a diverse lineup of nine directorships among a number of small and medium-sized companies, including Huffly.

SERIOUS ROLE. Mr. Northrop, too, has found the role of the outside director much changed. "Everyone's taking the position more seriously than before," he notes. "All the boards I'm on are looking for a meaningful contribution from their outside directors."

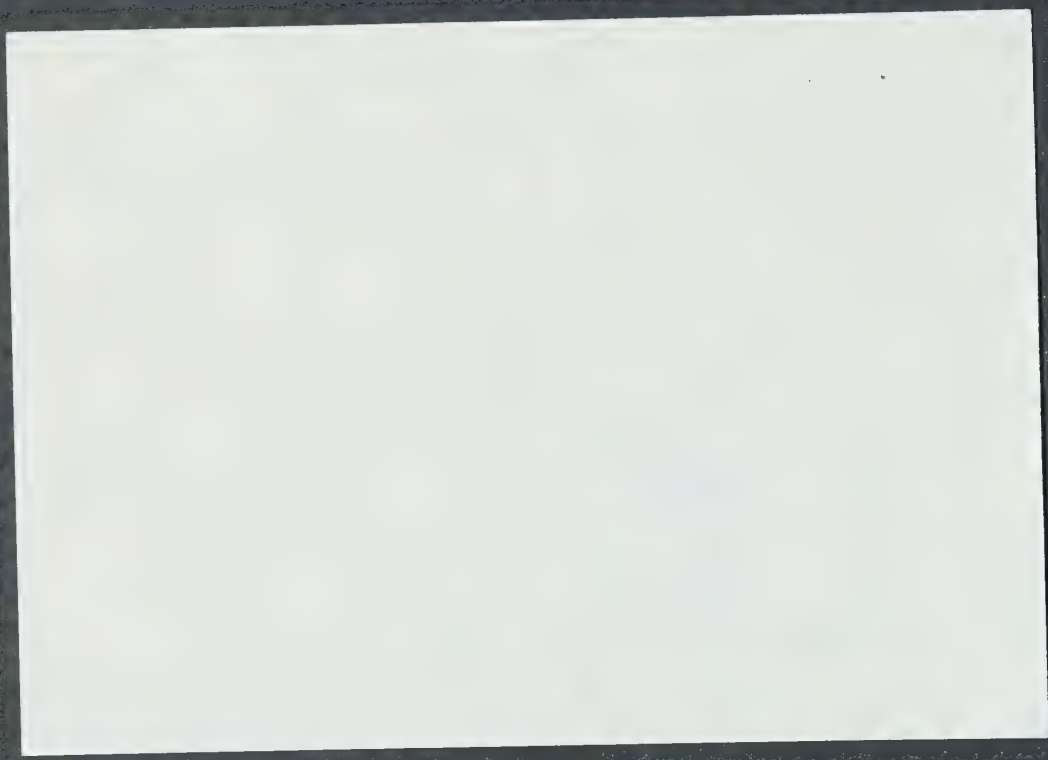
Mr. Northrop—who sits on such boards as Lukens Inc., Diamond Crystal Salt Co., Fischer & Porter Co., and Dayton Power & Light Co.—has found that the CEOs of these companies are "very dynamic, confident individuals who don't view their boards as a threat," he says. "They want outside directors with whom they can discuss their company's problems and oppor-



f 2

Mr Jan & Daris Middeldorf
1908 Spruce St.
Philadelphia, Pa 19103

Tel. (215 - 7326283)



THE J. PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

RECEIVED

SEP 20 1984

Aldrich Chemical Co., Inc

September 14, 1984

Dr. Alfred Bader
Chairman
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

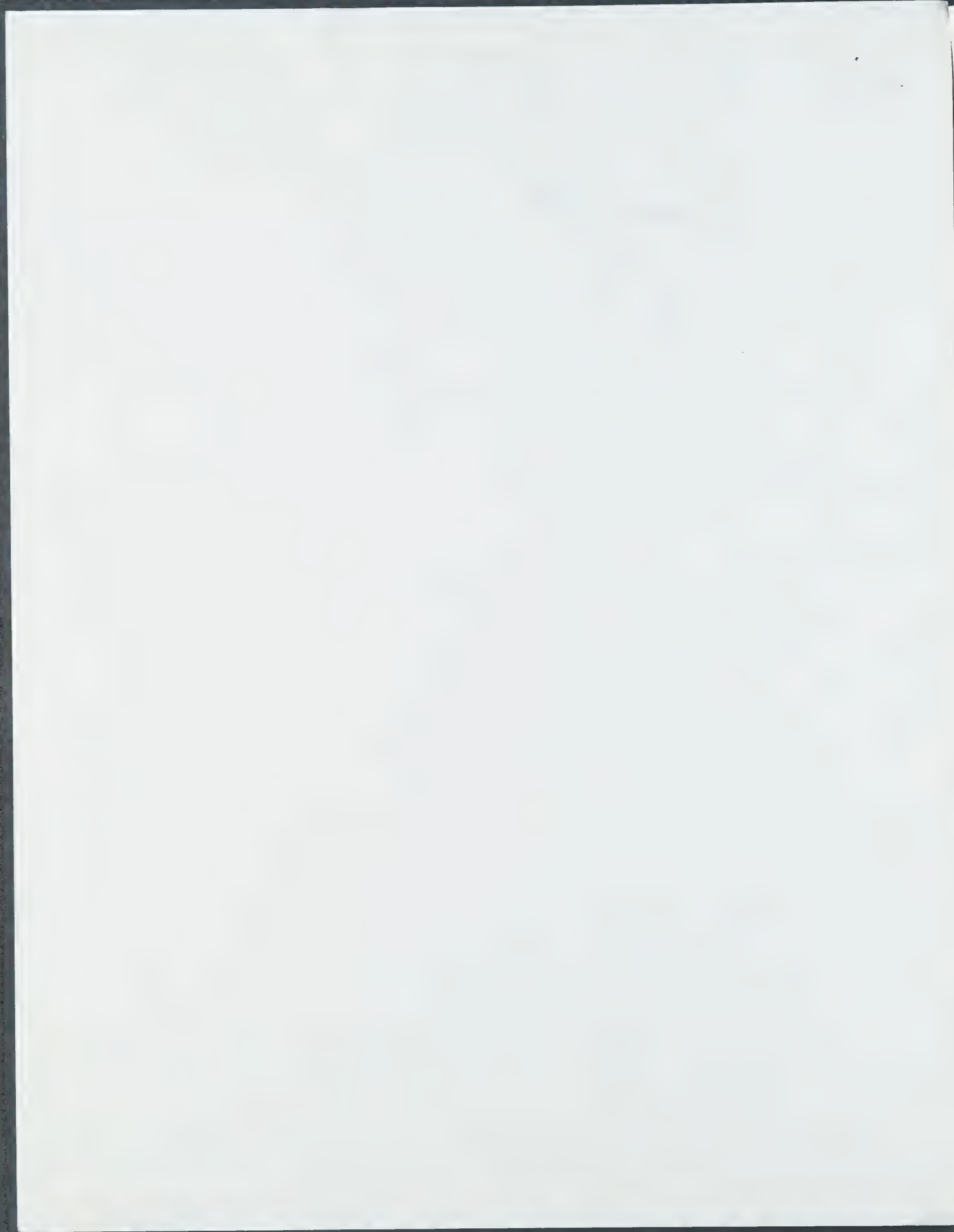
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Upon Professor Middeldorf's death Mrs. Middeldorf contacted us and asked that we continue the exact arrangement that we had with her husband before his death. During several conversations with Mrs. Middeldorf she was asked if she wanted more money per month but she emphasized that she wanted the existing arrangement. This was done for her convenience, not ours. It would have been much easier for the Getty to simply pay her the \$193,000 in one lump sum, rather than to make arrangements each month for wires to her various bank accounts.

We told her to advise us if she ever wanted to make different arrangements and we would be happy to comply. At all times our primary concern has been to accommodate her.

We also had the impression all along that she had tax professionals advising her with regard to the tax implications of her husband's death. She was very knowledgeable about her potential tax liability and was well aware that the arrangement she requested could save her substantial capital gains and inheritance taxes.

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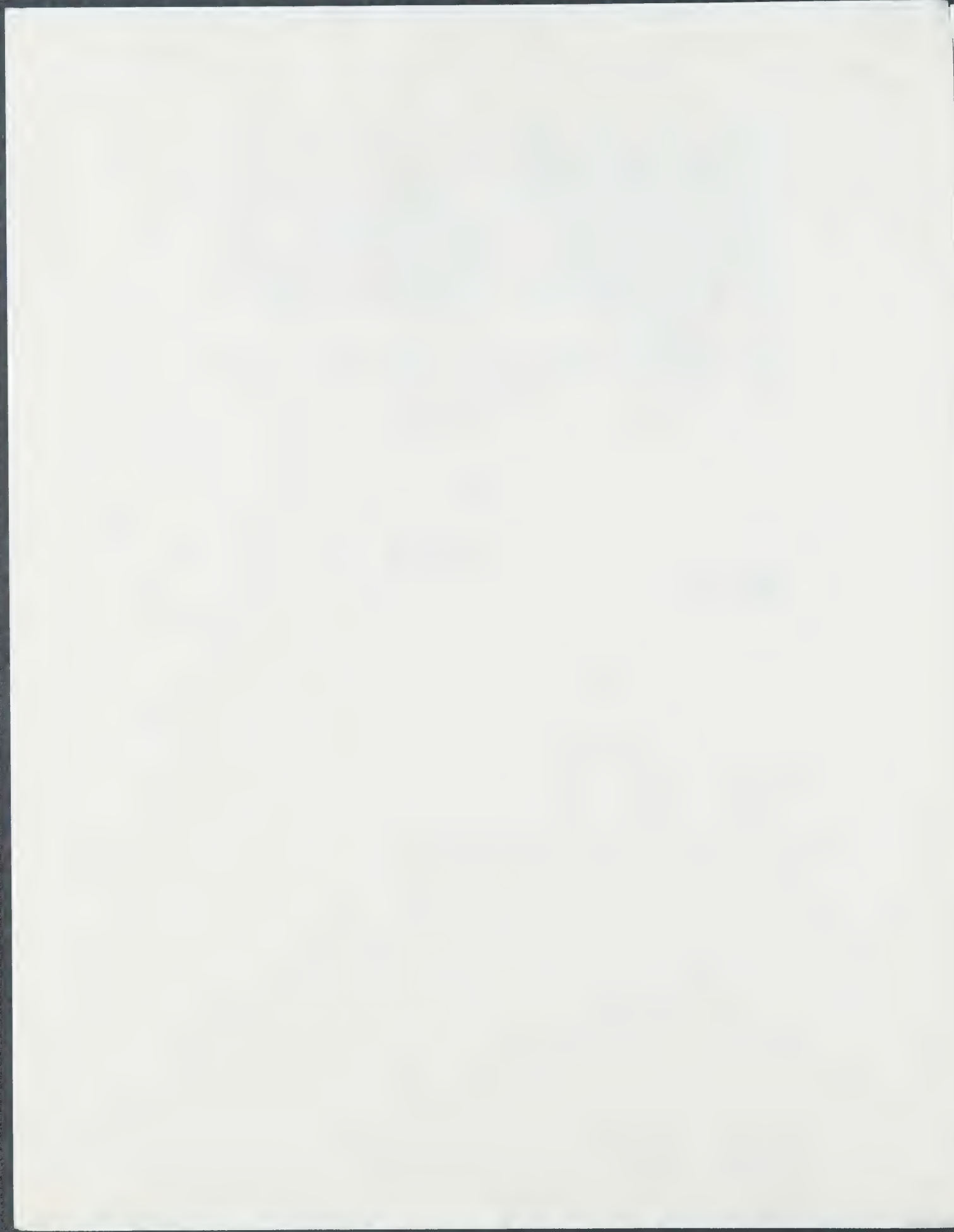
I am enclosing a copy of our letter of May 9, 1983 to Mrs. Middeldorf, forwarding a copy of the agreement.

Very truly yours,



Harold M. Williams

HMW:bam
Enclosure



THE J. PAUL GETTY MUSEUM

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

May 9, 1983

Mrs. Gloria Middeldorf
9 via De'Serragli
50124 Florence
Italy

Re: Agreement concerning Middeldorf Library

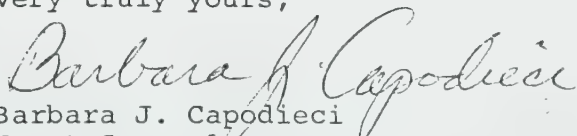
Dear Mrs. Middeldorf:

Attached for your signature are two copies of an agreement between yourself and The J. Paul Getty Museum under which the Getty agrees to send you monthly installment payments of \$1,000 rather than the total unpaid balance of the purchase price (\$193,000) as provided in the acquisition agreement between the Museum and your late husband. Please note that at any time, upon written notice from you, we will be happy to forward the entire then-remaining unpaid balance to you.

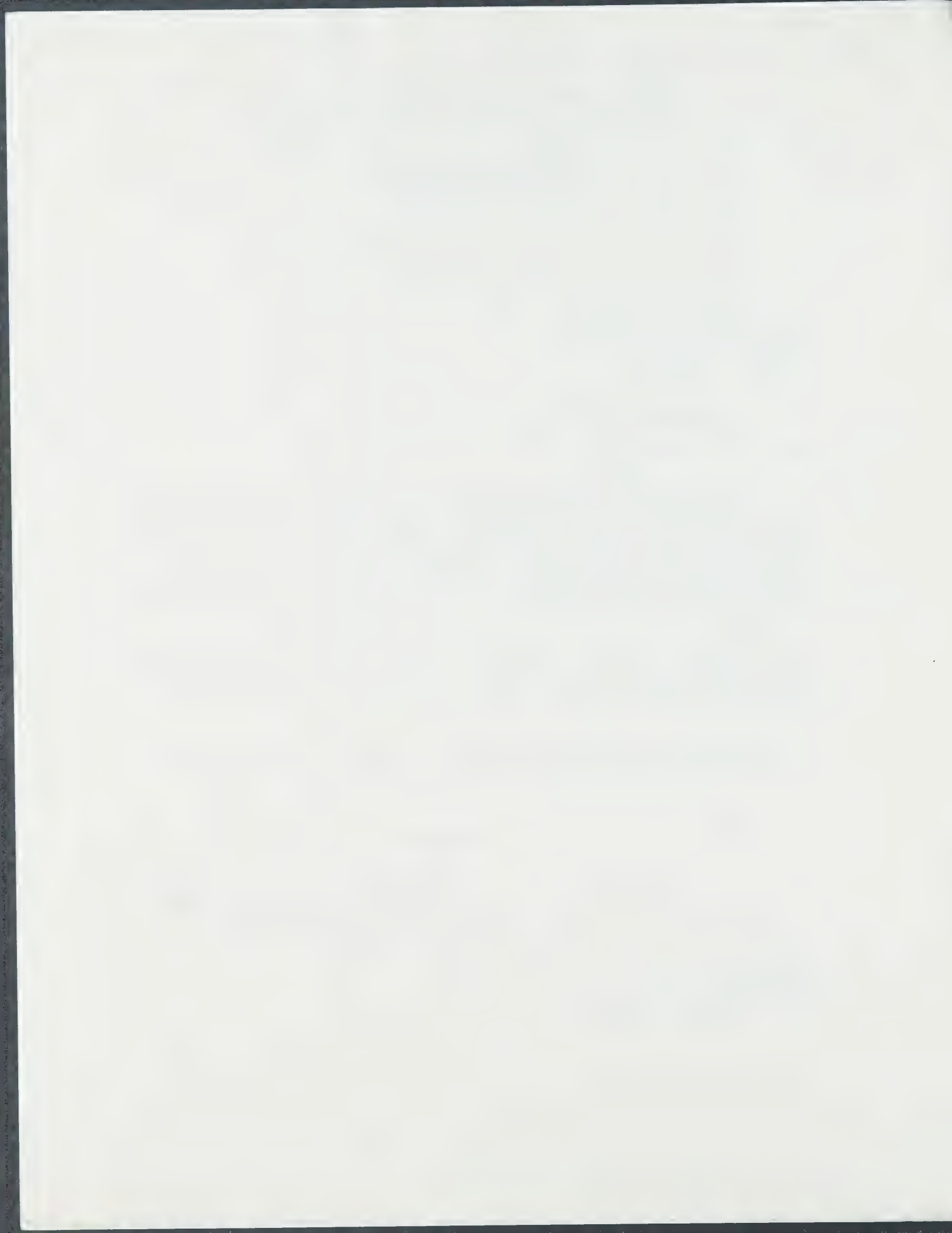
Please review the agreement, and if the provisions appear satisfactory, please sign both copies on page 4 under Mr. Williams' signature and return one copy to me in the enclosed envelope.

Please feel free to call me or write to me at any time if I can be of further assistance in this matter.

Very truly yours,


Barbara J. Capodiceci
Trust Counsel

BJC/ak
Enclosures (2)
cc: Harold M. Williams



THE PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

RECEIVED

SEP 20 1984

Aldrich Chemical Co., Inc

September 14, 1984

Dr. Alfred Bader
Chairman
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P. O. Box 355
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Upon Professor Middeldorf's death Mrs. Middeldorf contacted us and asked that we continue the exact arrangement that we had with her husband before his death. During several conversations with Mrs. Middeldorf she was asked if she wanted more money per month but she emphasized that she wanted the existing arrangement. This was done for her convenience, not ours. It would have been much easier for the Getty to simply pay her the \$193,000 in one lump sum, rather than to make arrangements each month for wires to her various bank accounts.

We told her to advise us if she ever wanted to make different arrangements and we would be happy to comply. At all times our primary concern has been to accommodate her.

We also had the impression all along that she had tax professionals advising her with regard to the tax implications of her husband's death. She was very knowledgeable about her potential tax liability and was well aware that the arrangement she requested could save her substantial capital gains and inheritance taxes.

Further, your assumptions about our conduct are unwarranted and inappropriate. Funds being used to pay Mrs. Middeldorf are not in an interest bearing account. Her

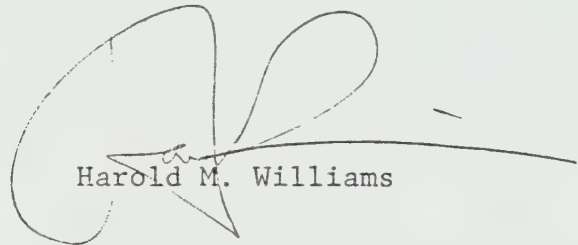
X
for the information to ask
you to send us copies
of letters when you feel
asked for help keep
the Getty informed help

hoo-
200-
200-

request came to my office in my absence. It did not reach Mrs. Patton until August 6, and she wrote to Mrs. Middeldorf on August 7 by Express Mail, advising her that the funds would be transferred to her account in five business days. The date was picked in order to allow for possible delays in overseas Express Mail delivery and in order to give Mrs. Middeldorf time to alert her banker and make appropriate arrangements. The two week turn around was completely reasonable, and again, we were simply trying to accommodate Mrs. Middeldorf.

I am enclosing a copy of our letter of May 9, 1983 to Mrs. Middeldorf, forwarding a copy of the agreement.

Very truly yours,

A handwritten signature in dark ink, consisting of a large, stylized initial 'H' followed by a cursive 'M' and 'W'. A horizontal line extends from the end of the signature to the right.

Harold M. Williams

HMW:bam
Enclosure

THE J. PAUL GETTY MUSEUM

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

May 9, 1983

Mrs. Gloria Middeldorf
9 via De'Serragli
50124 Florence
Italy

Re: Agreement concerning Middeldorf Library

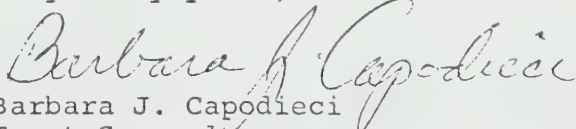
Dear Mrs. Middeldorf:

Attached for your signature are two copies of an agreement between yourself and The J. Paul Getty Museum under which the Getty agrees to send you monthly installment payments of \$1,000 rather than the total unpaid balance of the purchase price (\$193,000) as provided in the acquisition agreement between the Museum and your late husband. Please note that at any time, upon written notice from you, we will be happy to forward the entire then-remaining unpaid balance to you.

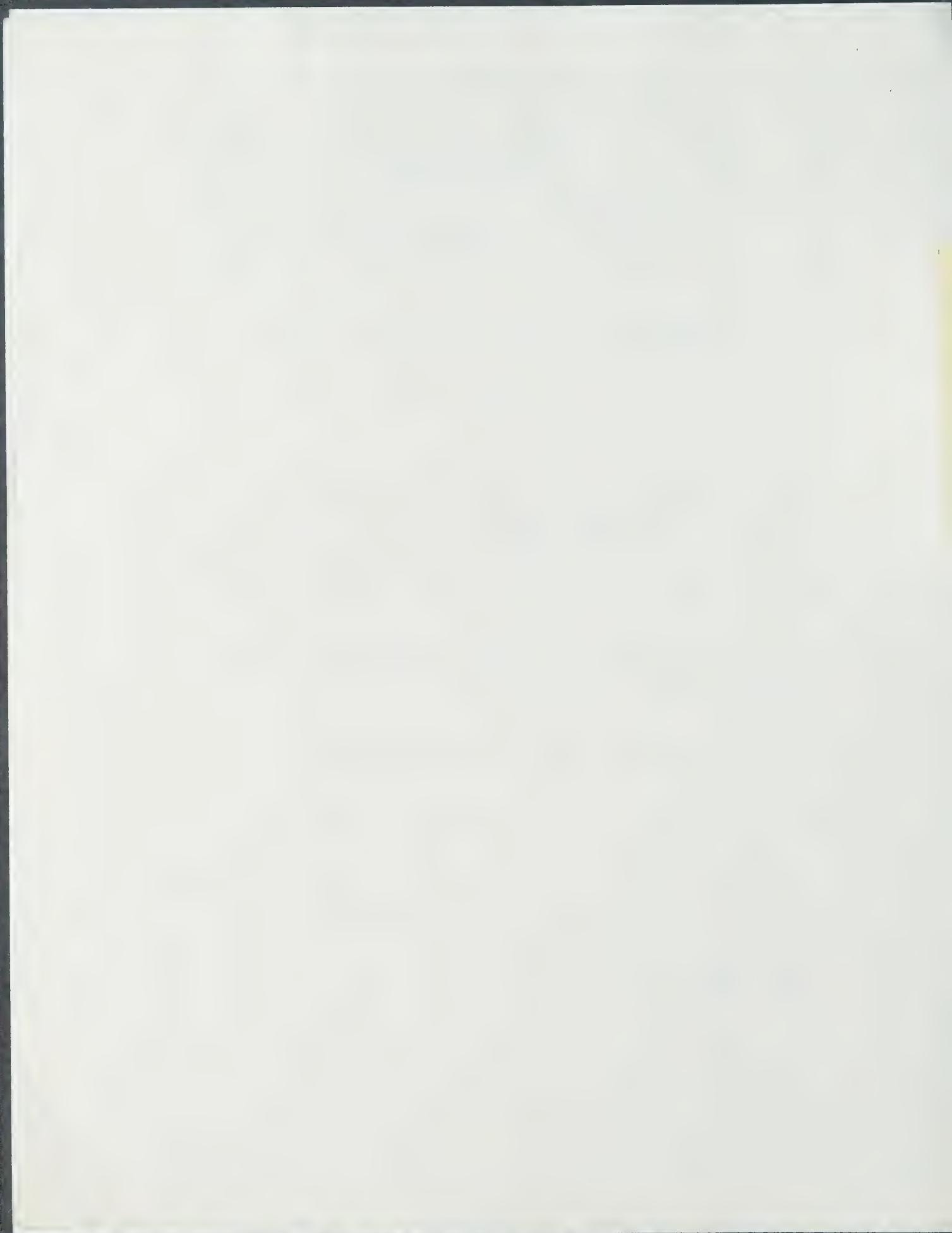
Please review the agreement, and if the provisions appear satisfactory, please sign both copies on page 4 under Mr. Williams' signature and return one copy to me in the enclosed envelope.

Please feel free to call me or write to me at any time if I can be of further assistance in this matter.

Very truly yours,


Barbara J. Capodieci
Trust Counselor

BJC/ak
Enclosures (2)
cc: Harold M. Williams

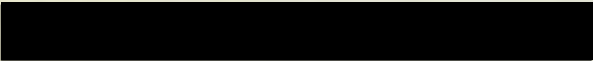


Transaction Receipt

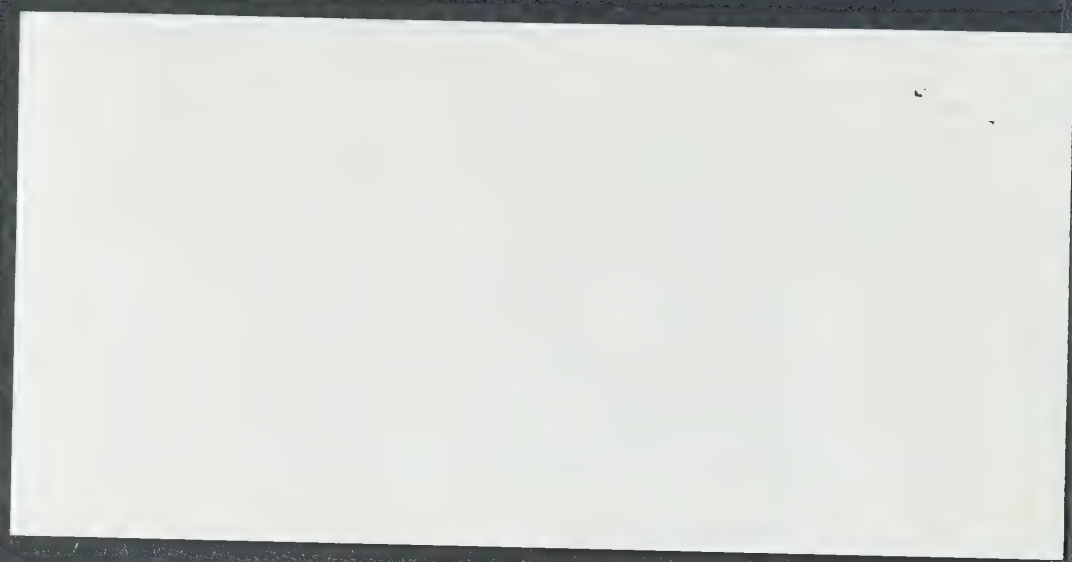
M&I Marshall & Ilsley Bank
Milwaukee, Wisconsin 53201

All items are received for purposes of collection. All credits for items are provisional and accepted subject to the provisions of the Uniform Commercial Code and the rules and regulations of this bank. All deposits are received subject to verification.

The transaction number, date and the amount of your transaction are shown below.

 50,000.00 30051971

140-001 (3,80)



M&I MARSHALL AND ILSLEY BANK
 770 N WATER ST
 MILWAUKEE WI 53202

30-05 1971

LAST STATEMENT DATE 08-21
 THIS STATEMENT DATE 08-21

DIRECT INQUIRIES
 414-357-2440
 M&I MARSHALL AND ILSLEY BANK
 770 N WATER ST
 MILWAUKEE WI 53202

MRS GLORIA G WIDDELDORF
 VIA DE SERRACLI F
 S 124 FLORENCE
 ITALY

DATE	DEPOSITS	WITHDRAWALS	MONEY MARKET ACCOUNT	
08-27	175,64 .03		SAFE KEEPING MAT/INT	WIDDELDORF G
		48,282.99	SECURITY PURCHASE	WIDDELDORF G
		51,493.78	SECURITY PURCHASE	WIDDELDORF G
		75,000.00	SECURITY PURCHASE	WIDDELDORF G
08-28	1,000.00		DEPOSIT	
08-21	31.72		*****INTEREST*****	
	176,675.75	174,776.77	TOTAL	

DAILY BALANCES (AVERAGE BALANCE \$4,149)

1,564.32	08-22	4,431.58	08-28	4,461.00
3,431.58	08-27			

BEGINNING BALANCE 2,564.32 ENDING BALANCE 4,461.00

SOCIAL SECURITY NUMBER [REDACTED]

INTEREST PAID YEAR TO DATE 26.04

THIS ACCOUNT NONTRANSFERABLE WITHOUT THE BANK'S CONSENT

RATES EFFECTIVE EACH SUCCESSIVE TUESDAY DURING STATEMENT PERIOD WERE
 9.3%, 9.3%, 9.5%, 9.5%

FOR CURRENT RATES CALL M&I INVESTMENT INFORMATION LINE AT 785-0202



Dr. Alfred Bader
Chairman



October 4, 1984

Mr. Harold M. Williams
President and Chief Executive Officer
The J. Paul Getty Trust
1875 Century Park East, Suite 2300
Los Angeles, California 90067

Dear Mr. Williams:

Your letter of September 14 regarding Mrs. Middeldorf clearly pinpoints the cause of your misunderstanding.

You assumed that Mrs. Middeldorf had tax professionals advising her and that she was very knowledgeable about her tax liability and thought that the arrangement could save her capital gains and inheritance taxes.

Mr. Williams, this simply is not so. Professor Middeldorf clearly asked The Getty for advice as to competent counsel and that was denied. Mrs. Middeldorf had no counsel at the time she signed the Getty agreement and is certainly not knowledgeable about taxes or business matters. Please note the enclosure, which proves this so very clearly.

I am sorry to realize from the fourth paragraph of your letter that you felt that I was critical of your conduct. In that you are quite mistaken, and I am sorry that I was not clear enough. My only assumption was that you could not possibly have been aware of the contract which Mrs. Middeldorf signed because surely you will agree that the paragraph about interest, at best, is totally unclear. Unfortunately, you do not comment on that at all. Please do reread my first letter, and the agreement written by your attorney and you will have to agree that it does not say that no interest on the principal is due Mrs. Middeldorf.

Thank you for your explanation as to why the remittance of the principal was delayed two weeks. However, unless her right to reasonable interest is recognized that delay will have further contributed to Mrs. Middeldorf's substantial disadvantage.

Please consider the matter carefully. There is no just basis for depriving her of interest on the deferred payment while at the same time deducting the \$1,000 payments from principal. It was one thing to do so during Professor Middeldorf's lifetime when he had available to him the collection itself. Once that was turned over to The Getty Trust, charging the

SIGMA-ALDRICH

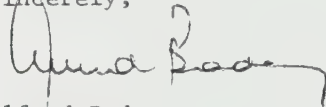
P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

Mr. Harold M. Williams
The J. Paul Getty Trust
October 4, 1984
Page Two

\$1,000 against principal while denying interest (which on any fair basis would equal at least twice the amount of the payments) would be clearly unconscionable! I would not think The Getty Trust would wish to get a reputation for dealing with an elderly widow in this manner. I look forward to hearing from you to the effect that this matter will be handled in a manner worthy of the Getty name and your own.

While this matter may be a very small matter to The Getty Trust, it is a very important matter to Mrs. Middeldorf. Let me assure you that my only interest in this matter is to prevent what I regard as an imposition on a very special lady.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alfred Bader".

Alfred Bader

AB:mmh

Enclosure

GLORIA MIDDELDORF
VIA DE' SERRAGLI 7
50124 FIRENZE - ITALIA

July 31, 1984

Dr. Alfred Bader
Aldrich Chemical Company, Inc.
PO Box 355
Milwaukee, Wisconsin 53201
USA

*This page only
sent to Mr. Williams
with letter Oct. 4 84*

Dear Alfred,

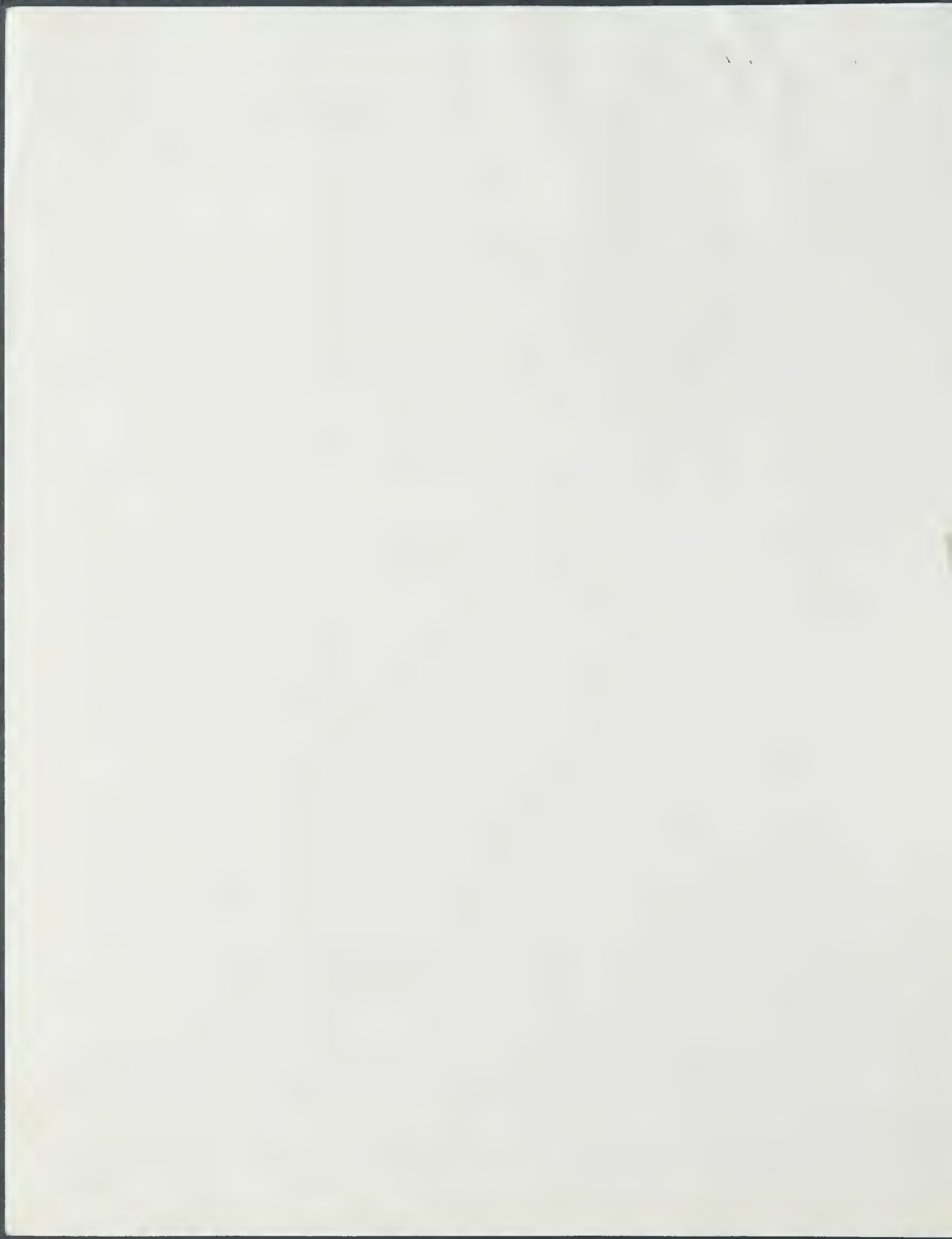
Your letter of July 23rd arrived this morning, and I wish to thank you for your prompt help. I am reimbursing you for your deposit of \$2,500.00 which you temporarily ^{put} on my account at M & I.

I have already sent my letter to Getty a week ago asking them to send the funds by wire to Mr Ebarp at M & I. It will probably arrive before you receive this letter. I shall write directly also to Mr Ebarp, instructing him to discuss with you the purchases of US Securities.

I agree very much with Mr Klisner. Both Ulrich and I had wished for a better contract. Ulrich kept writing to the head librarian at Getty to help him to find a good lawyer at his expense. But she wrote back she knew none. He was very hurt at this lack of cooperation. But being unwell and so far away ^{from} USA, he really didn't know to whom to turn, and who would know. And because of this I am afraid that the whole question of the Capital Gains has been horribly bungled mainly for the proper adviser from the very outset. And it still is a thorn in my flesh, and I will not feel relaxed until it is all settled. However, I do not at all feel tranquil about it. Ulrich, not knowing how to proceed when he was confronted with the 1981 Income Tax and being an honest man, enquired at the American Embassy which passed it on to IRS who in turn wrote that the \$12,000.- annual payment which Ulrich was receiving should be reported as ordinary income unless he can establish dates of acquisition or cost of individual books or volumes. Also that, before any gain or loss can be established, he must relinquish any control over the books. Of course, Ulrich never kept a record of his acquisitions or cost of individual books. My Milanese lawyer, whom I hired end of March, had written in April an Amendment for the 1981 income tax return, where Ulrich had started paying the capital gain tax in instalment on the \$12,000.-Dollars a year. And at the lawyer's request I have written a letter explaining that the library and the complex of research material and photographs which accompanied it, and which was a life-time work, was sold for a fraction of its true value only because he had the assurance that it would be well maintained and kept intact. However, I doubt whether the tax people will understand any of it, or are in any way interested in saving me money.

Yesterday I received a reply from IRS asking me to send them the copy of the original 1981 declaration to which they do not have easy access (??) and also a copy of the Amendment. I tried to get in touch with my lawyer in Milan yesterday, just to be sure I am doing the right thing, but he is in London and will not be back until Thursday afternoon.

All this makes me very nervous because the IRS is interested in acquiring money
(over)



M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

LAST STATEMENT DATE 09-21-88
THIS STATEMENT DATE 10-22-88
DIRECT INQUIRIES TO
414 352 2999
M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

MS GLORIA G MIDDELDOFT
VIA DE SERRACLI F
50124 FLORENCE

ITALY

DATE -- DEPOSITS -- WITHDRAWALS -- MONEY MARKET ACCOUNT 31 09 1988
10-22 35.25 *****INTEREST*****
35.25 .00 TOTAL

DAILY BALANCES (AVERAGE BALANCE \$4,463
4,463.30 09-21 4,498.55 10-22

BEGINNING BALANCE [REDACTED] ENDING BALANCE 4,498.55

SOCIAL SECURITY NUMBER [REDACTED]

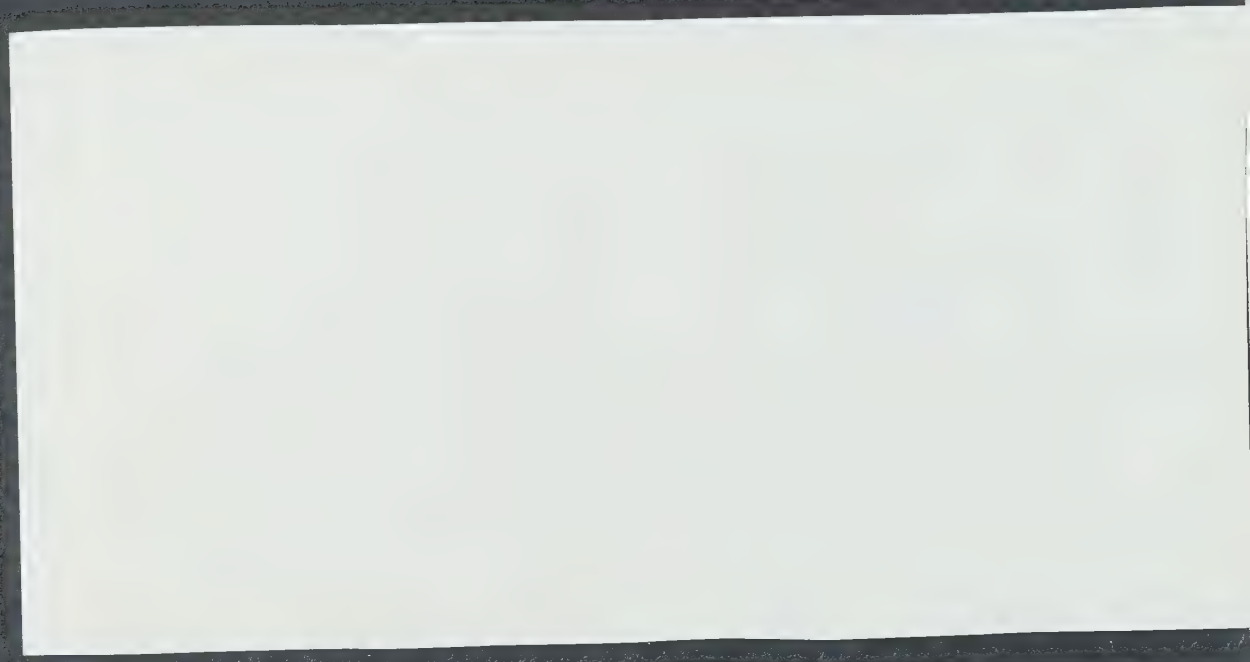
INTEREST PAID YEAR TO DATE 131.29

THIS ACCOUNT NONTRANSFERABLE WITHOUT THE BANK'S CONSENT

RATES EFFECTIVE EACH SUCCESSIVE TUESDAY DURING STATEMENT PERIOD WERE

9.3%, 9.3%, 9.3%, 9.3%

FOR CURRENT RATES CALL M&I INVESTMENT INFORMATION LINE AT 765 8282





Chemists Helping Chemists in Research and Industry

aldrich chemical company, inc.

Dr. Alfred Bader
Chairman

October 26, 1984

prof. Seymour Slive
The Fogg Museum
Harvard University
Cambridge, Massachusetts 02138

Dear Seymour:

Isabel and I visited Gloria Middeldorf last summer and were astounded to learn how badly the Getty has treated her.

The enclosed correspondence with Mr. Harold Williams will be self-explanatory. Mr. Williams has not yet responded to my second letter.

Isabel and I look forward to being in Cambridge from Thursday, November 8th, through Sunday the 11th, and I am wondering whether we may visit with you. Surely you know all of the people at the Getty and will be able to counsel us.

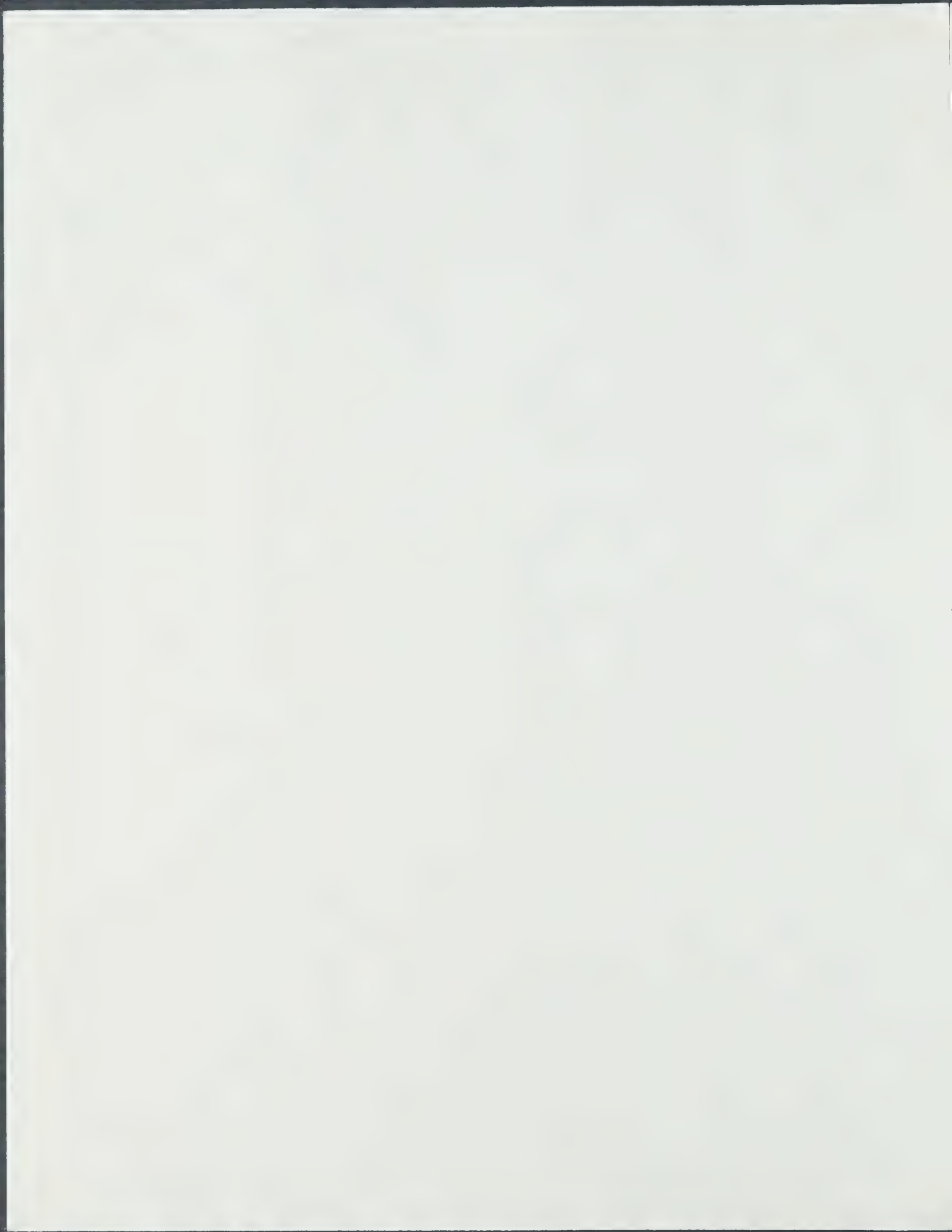
Best regards.

As always,

Alfred Bader

AB:mmh

Enclosures





New York University
A private university in the public service

Institute of Fine Arts
1 East 78th Street
New York, N.Y. 10021
Telephone: (212) 772-5800

October 29, 1984

Mr. John Walsh
The J. Paul Getty Museum
P.O. Box 2112
Santa Monica, CA 90406

*Alfred: Hope this
helps: - best -
Egbert*

Dear John,

So you, and the Trust, selected Richard Meier. My congratulations: his work is excellent - although in some respects I would have preferred James Stirling as you know. What a wonderful opportunity for Meier, and for you to contribute your ideas.

May I ask your attention for another non-historical matter? Alfred Bader, whom you know, is of the opinion that the financial arrangement between the Getty and Mrs. Middeldorf in payment of Ulrich's library is in some respects unfair to her. I personally believe that indeed, in spite of good intentions and certainly without malice, those who established manner of payment prevented her from receiving funds she would be entitled to in any business transaction. But whether I agree or not is not the point.

I only want to stress that Bader's action is a plea for justice, and that he defends Mrs. Middeldorf solely for that reason. It may be unusual these days, but he has no ax to grind, and he deserves attention and support. I do not think his voice should be one more "vox clamanti in deserto".

You probably are aware of this yourself, but I know Alfred well and want to support him because his seeming "difficult" concerns a good cause.

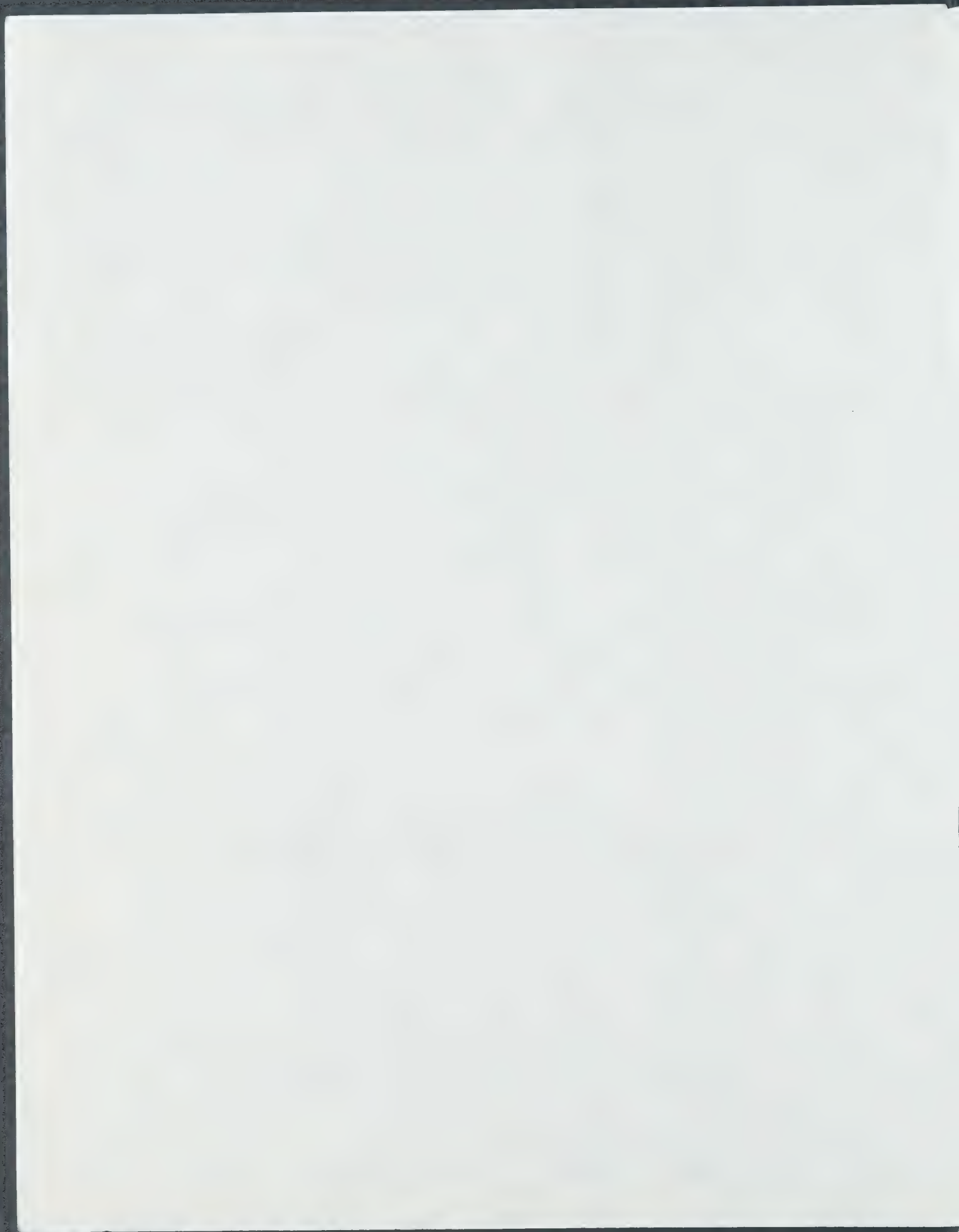
I send you my best regards.

Sincerely,

Egbert

Egbert Haverkamp-Begemann
EH-B/cm

bxc



HARVARD UNIVERSITY
ART MUSEUMS

32 QUINCY ST. CAMBRIDGE, MA 02138

FRANCIS HENRY MUSEUM
FORD ART MUSEUM
ARTHUR W. SACKLER GALLERY

21 Oct 84

Dear Alfred,

What a shocking story the enclosures with your letter of Oct. 20th told!

Of course I shall do everything I possibly can to help Gloria. But I have no illusions about my influence with the powers - that - be at Getty.

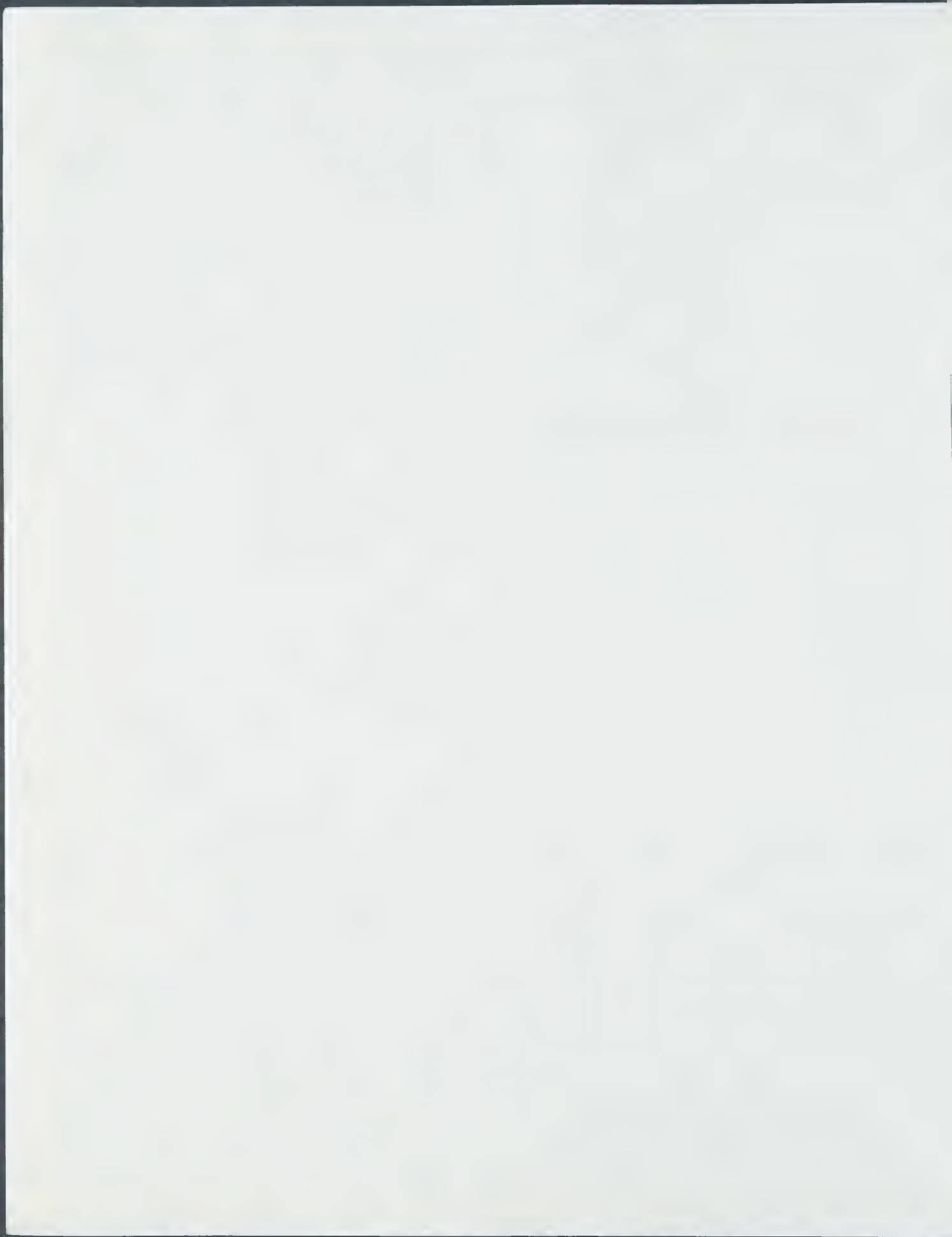
No matter. By all means contact me when you are in Cambridge (office: 495-9151, home: 864-9555).

Between us we should be able to find a way to serve justice.

I look forward to seeing you + Isabel soon.

Yours etc,

Jayman



Dr. Alfred Bader
Chairman



November 5, 1984

Mr. John Walsh
The J. Paul Getty Museum
P.O. Box 2112
Santa Monica, California 90406

Dear Mr. Walsh:

I presume that you knew the late Prof. Ulrich Middeldorf who had helped so many art historians and collectors all over the world.

Recently my wife and I visited with Gloria Middeldorf, Prof. Middeldorf's widow, in Florence and were really astounded to learn how the Getty Trust has treated Mrs. Middeldorf.

The enclosed correspondence with Mr. Harold Williams will be self-explanatory. I have not yet received Mr. Williams's reply to my second letter.

Recently, Isabel and I visited with Prof. Haverkamp-Begemann, shared with him our concern and asked him whether he might suggest an art historian at the Getty Museum who might help. Prof. Haverkamp-Begemann suggested you.

It seems to me that the whole misunderstanding came about through Mrs. Middeldorf asking for continued payment of just \$1000 a month, but having no legal advice and no financial expertise did not think through the matter. The Getty Trust then submitted a contract to her which, as far as interest is concerned, just did not make any sense. Surely no one would want to have a defenseless widow treated in such a manner. Unfortunately, I seem to have put Mr. Williams on the defensive. All that is really needed is an understanding that what was done just wasn't sensible and that Mrs. Middeldorf is due a check for the accrued interest.

I would very much appreciate any help that you might give Mrs. Middeldorf to put this matter right.

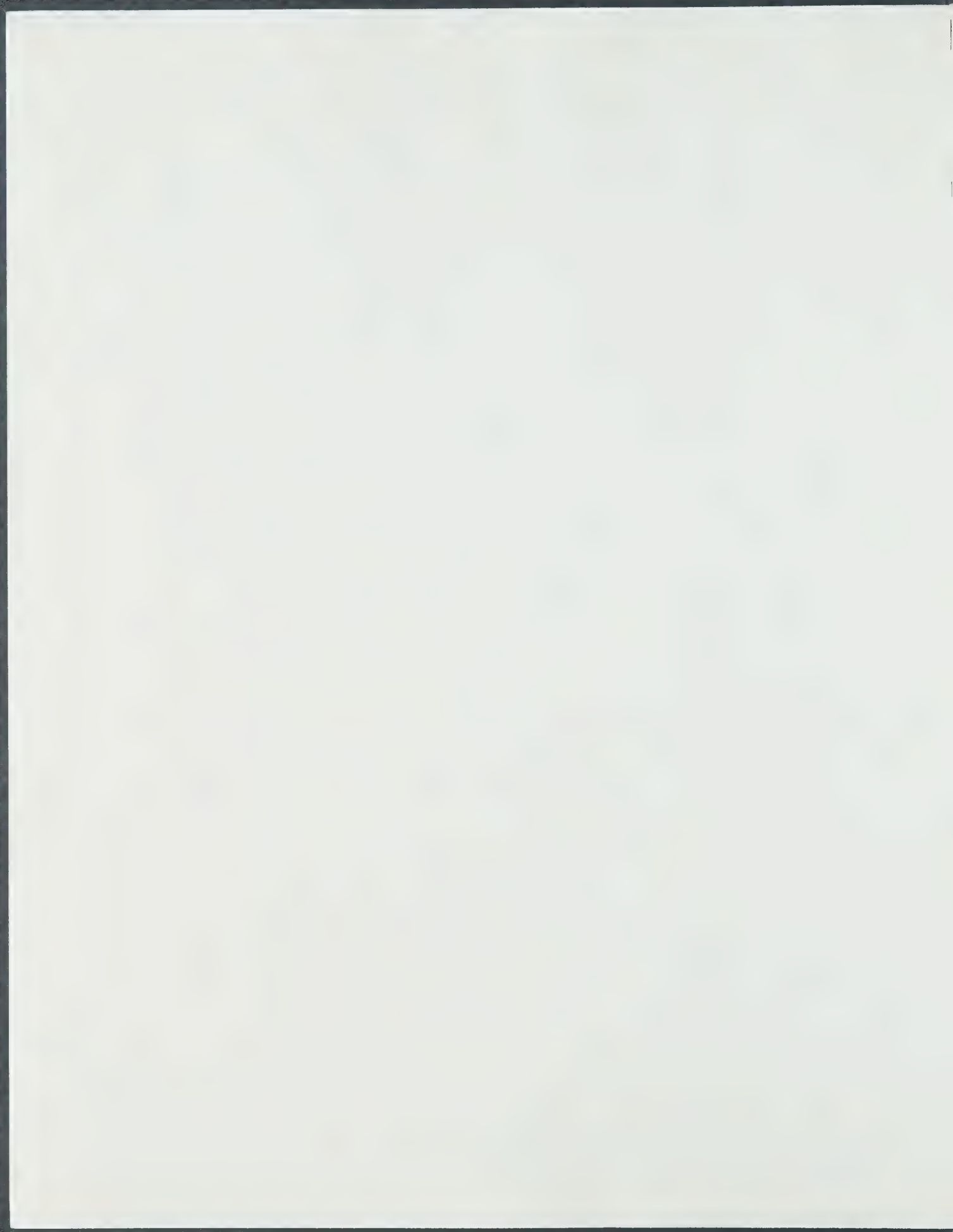
Best personal regards.

Sincerely,

Alfred Bader
AB:mmh
Enclosures

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843





Chemists Helping Chemists in Research and Industry

aldrich chemical company, inc.

Dr. Alfred Bader
Chairman

November 16, 1984

Prof. Seymour Slive
The Fogg Museum
Harvard University
32 Quincy Street
Cambridge, Massachusetts 02138

Dear Seymour:

Isabel and I appreciated your thoughtfulness expressed during our visit, more than I can tell you.

As promised, please find enclosed the relevant Xerox copies.

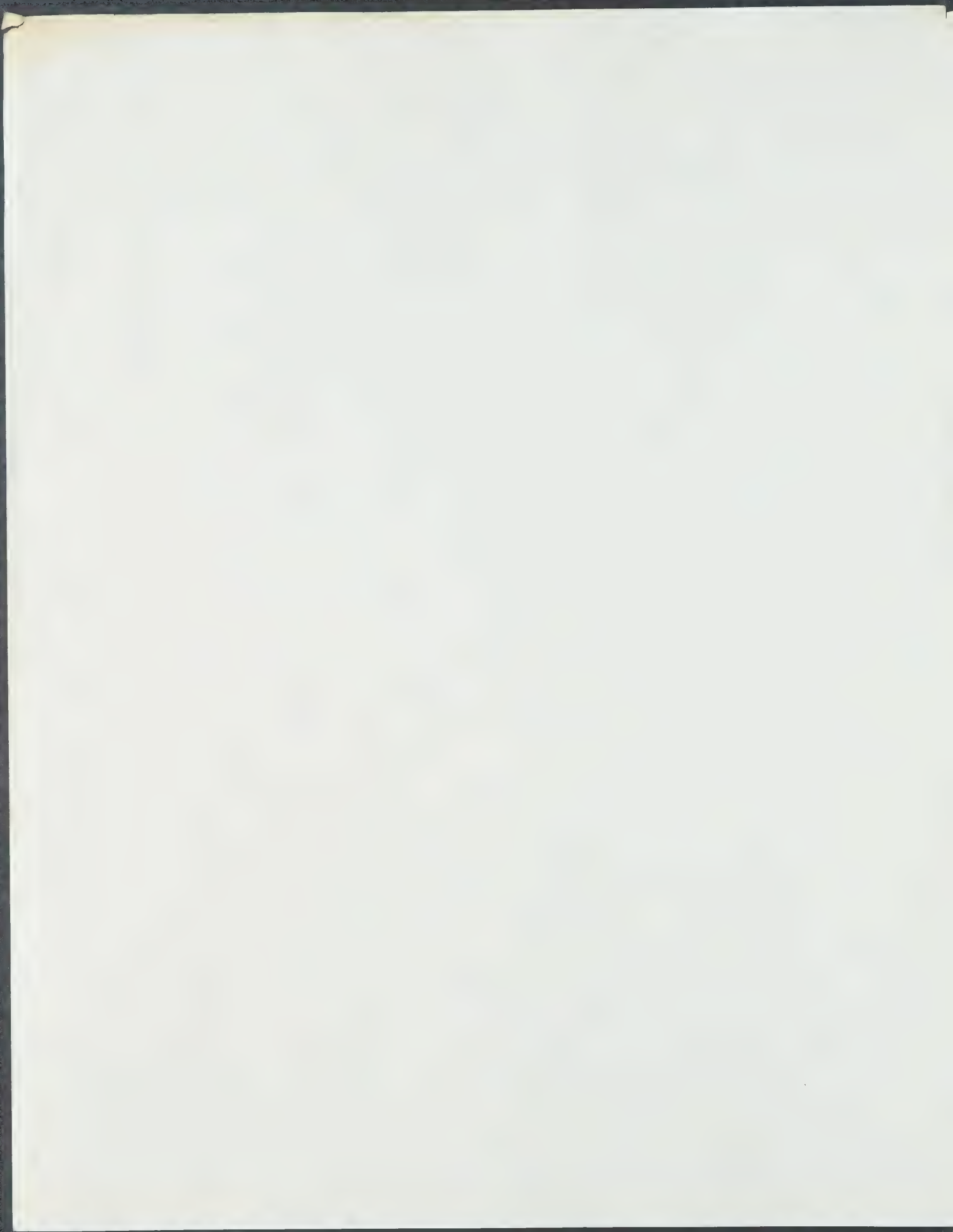
I very much look forward to hearing about the outcome of your discussion with Mr. Williams. Isabel and I will be in England throughout December, but a brief note to my secretary will be faxed to me immediately.

Fond regards from both of us,

Alfred Bader

AB:mmh

Enclosures



M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

30-05 1971 PAGE 1

LAST STATEMENT DATE 10-22-84
THIS STATEMENT DATE 11-21-84

DIRECT INQUIRIES TO:
414-357-2440
M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

To Jon Ebay

MS GLORIA G MIDDELDOET
VIA DE SERRACLI R
50124 FLORENCE
ITALY

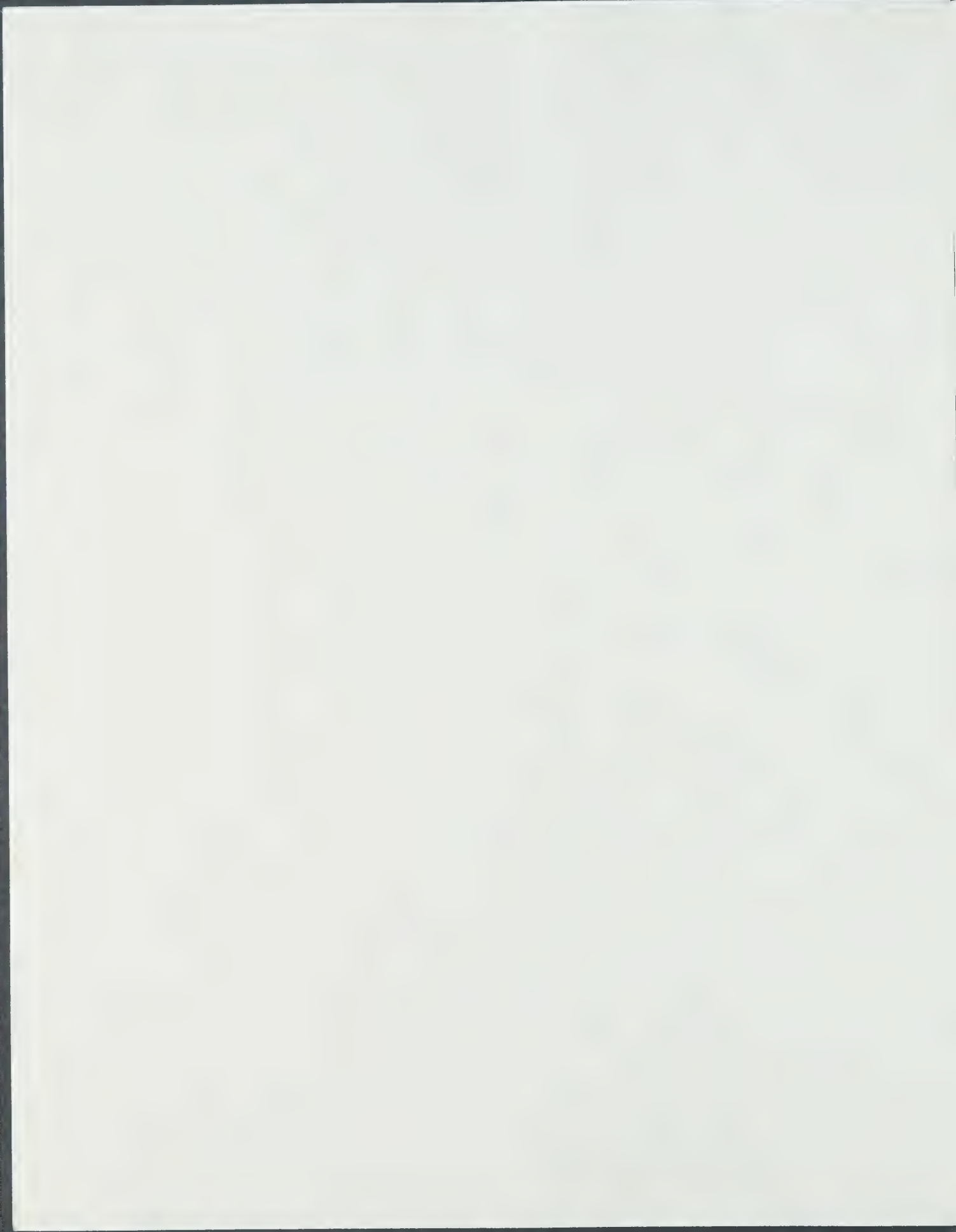
RF

SERRAGLI

*Please correct.
Thanks*

App. d. Baas

DATE --	DEPOSITS	-- WITHDRAWALS	--	MONEY MARKET ACCOUNT	5	1
11-15	4,083.45			#SAFE KEEPING MAT/INT		MIDDELDOET G
11-21	40.88			#*****INTEREST*****		
	4,124.33		.00	TOTAL		
DAILY BALANCES (AVERAGE BALANCE \$5,451)						
4,498.55	10-22	8,582.00	11-15	8,622.88	11-21	
BEGINNING BALANCE	4,498.55	ENDING BALANCE		8,622.88		
SOCIAL SECURITY NUMBER [REDACTED]						
INTEREST PAID YEAR TO DATE				172.17		



THE J. PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

RECEIVED

DEC 17 1984

Aldrich Chemical Co., Inc

December 12, 1984

Dr. Alfred Bader
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

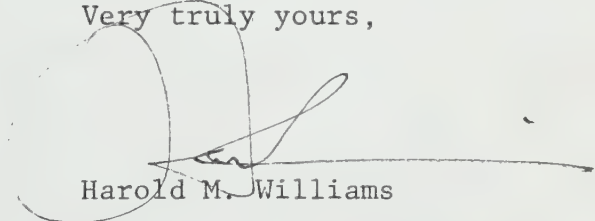
Dear Dr. Bader:

I am enclosing a copy of a letter from Mrs. Middeldorf that served as a basis for our understanding with her. To me, her intent is clear, as is the fact that she was being counselled. I do not have any misunderstanding in the matter.

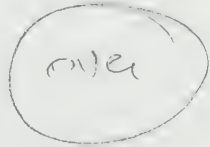
I am sorry that your understanding of the facts is not accurate and that you perceive the circumstances differently than we do. I can assure you that had we become involved in a much more complicated transaction than the one in which we were trying to be responsive to her request, we would have merely paid her the balance of the principal and left it at that.

We honored the transaction as she requested it. For you to be going around the art history community indicating that we have, in some way, taken advantage of a poor widow is totally inappropriate.

Very truly yours,


Harold M. Williams

HMW:bam
Enclosure



GLORIA MIDDELDORF
VIA DE' SERRAGLI 7
50124 FIRENZE - ITALIA

April 15, 1983

Ms Barbara Capodieci
J. Paul Getty Museum Trust Office
1875 Century Park East, Suite 2300
Los Angeles, Calif. 90067

Dear Ms Capodieci,

In regard to the telephone conversation which we had this morning, I should be most grateful to the Getty Trust if it would continue to pay me 1,000.- monthly, instead of sending me the total balance of \$193,000.- in one lump sum, immediately after the delivery of our library to the Getty Museum. The latter would be most unfavorable to me as it would at once cut me short of \$30,000.- for capital gains for the 1983 tax return, and would also take a heavier inheritance-tax toll. Thank you for your kindness and for your comprehension.

I am enclosing the Death-certificate of my husband which will give you our son's name and address and who would be next of kin, if something should happen to me.

Yours sincerely,

Gloria Middeldorf

Gloria Middeldorf

P.S. Please convey to Mr Williams my thanks for his condolences on the passing of my husband.

THE J. PAUL GETTY CENTER FOR THE
HISTORY OF ART AND THE HUMANITIES

401 Wilshire Boulevard, Suite 400 • Santa Monica, California 90401-1455
Telephone: (213) 458-9811

RECEIVED
47 1984

Aldrich Chemical Co., Inc.

14 December 1984

Dr. Alfred Bader, Chairman
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

Dear Dr. Bader:

The Director of the Getty Center, Dr. Kurt Forster, has passed to me a copy of a letter to you from John Walsh, dated 28 November 1984, concerning Mrs. Gloria Middeldorf and the arrangement between her and the Getty Trust for payment of a sum due her. After reviewing the files and speaking with some of the people involved, it appears that no interest is due Mrs. Middeldorf because, under the terms of the agreement, she could call in the entire amount due her, or any portion thereof, at her convenience. Furthermore, I am informed that the monthly payments of the balance due Mrs. Middeldorf were established to meet her particular needs. Therefore, one must conclude that since Mrs. Middeldorf has always had the option to receive the entire amount due her at any time, payment of interest would be inappropriate.

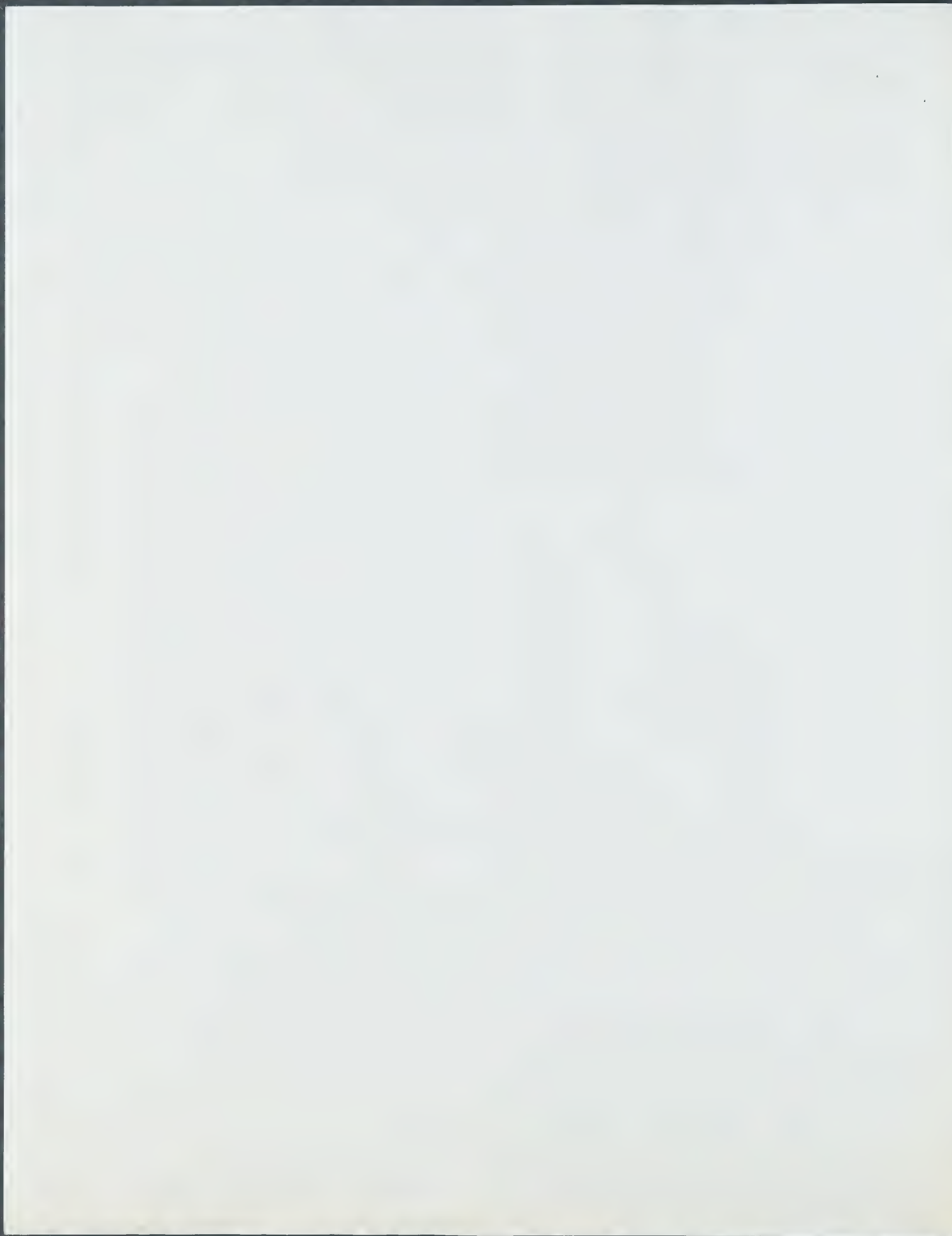
I understand your concern about the matter, and I hope that what I have said will clarify the position of the Getty Center.

Sincerely yours,



Herbert H. Hvmans
Assistant Director,
Visiting Scholars and Conferences

HHH:mt
cc: John Walsh



Dr. Alfred Bader
Chairman



January 2, 1985

Dr. Herbert H. Hymans
Assistant Director
Visiting Scholars and Conferences
The J. Paul Getty Center for the
History of Art and the Humanities
401 Wilshire Blvd., Suite 400
Santa Monica, California 90401-1455

Dear Dr. Hymans:

Please reconsider the argument of your letter of December 14, 1984 that because Mrs. Middeldorf could call for the entire balance due, no interest should be paid. What does one have to do with the other? The Getty issued about 15 checks of \$1,000.00 each and that cost her some \$30,000.00 in lost interest. Is that fair? If you have \$200,000.00 in a bank, you can withdraw \$1,000.00 or the total, but should you lose interest on the balance?

I know of two relevant documents, and I enclose copies. One is Mrs. Middeldorf's letter of April 15, 1983 in which she asks that the \$1,000.00 payments be continued, but did not waive interest. Of course Prof. Middeldorf had waived the interest as long as he had the use of the library, but to waive interest after the Getty had the library is absurd. The second is the agreement written by Getty's lawyer. Note what it says about interest. Do you understand that? Probably Mrs. Middeldorf was told by someone on the Getty staff that she would receive no interest and acquiesced because she is not a businesswoman, had no counsel and did not realize how lousy a deal it was. But your people should have realized.

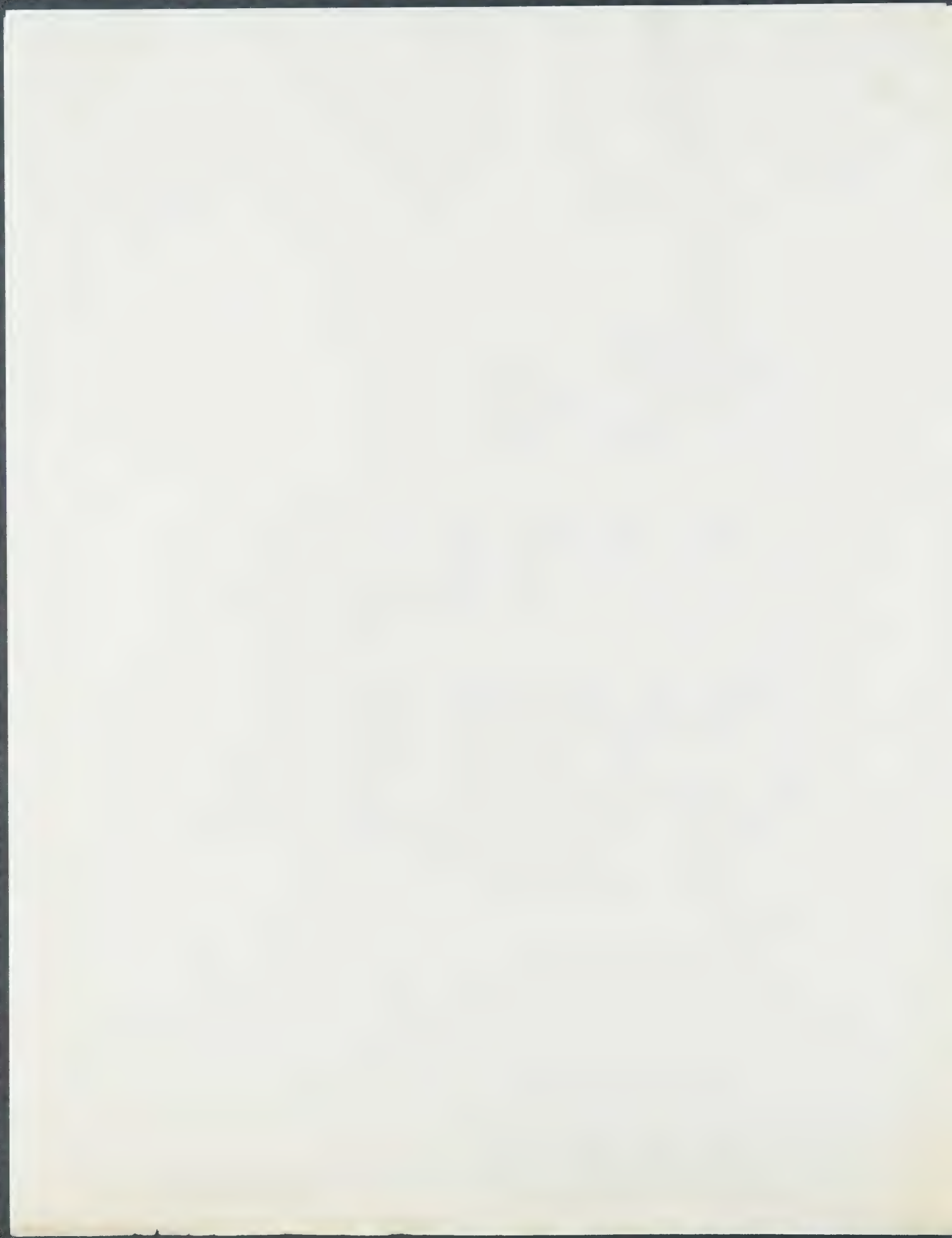
I look forward to hearing from you.

Sincerely,

Alfred Bader
AB:mmh
Enclosures

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843



THE J. PAUL GETTY CENTER FOR THE
HISTORY OF ART AND THE HUMANITIES

401 Wilshire Boulevard, Suite 400 • Santa Monica, California 90401-1455
Telephone: (213) 458-9811

RECEIVED
DEC 17 1984

Aldrich Chemical Co., Inc.

14 December 1984

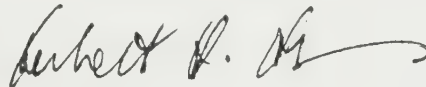
Dr. Alfred Bader, Chairman
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

Dear Dr. Bader:

The Director of the Getty Center, Dr. Kurt Forster, has passed to me a copy of a letter to you from John Walsh, dated 28 November 1984, concerning Mrs. Gloria Middeldorf and the arrangement between her and the Getty Trust for payment of a sum due her. After reviewing the files and speaking with some of the people involved, it appears that no interest is due Mrs. Middeldorf because, under the terms of the agreement, she could call in the entire amount due her, or any portion thereof, at her convenience. Furthermore, I am informed that the monthly payments of the balance due Mrs. Middeldorf were established to meet her particular needs. Therefore, one must conclude that since Mrs. Middeldorf has always had the option to receive the entire amount due her at any time, payment of interest would be inappropriate.

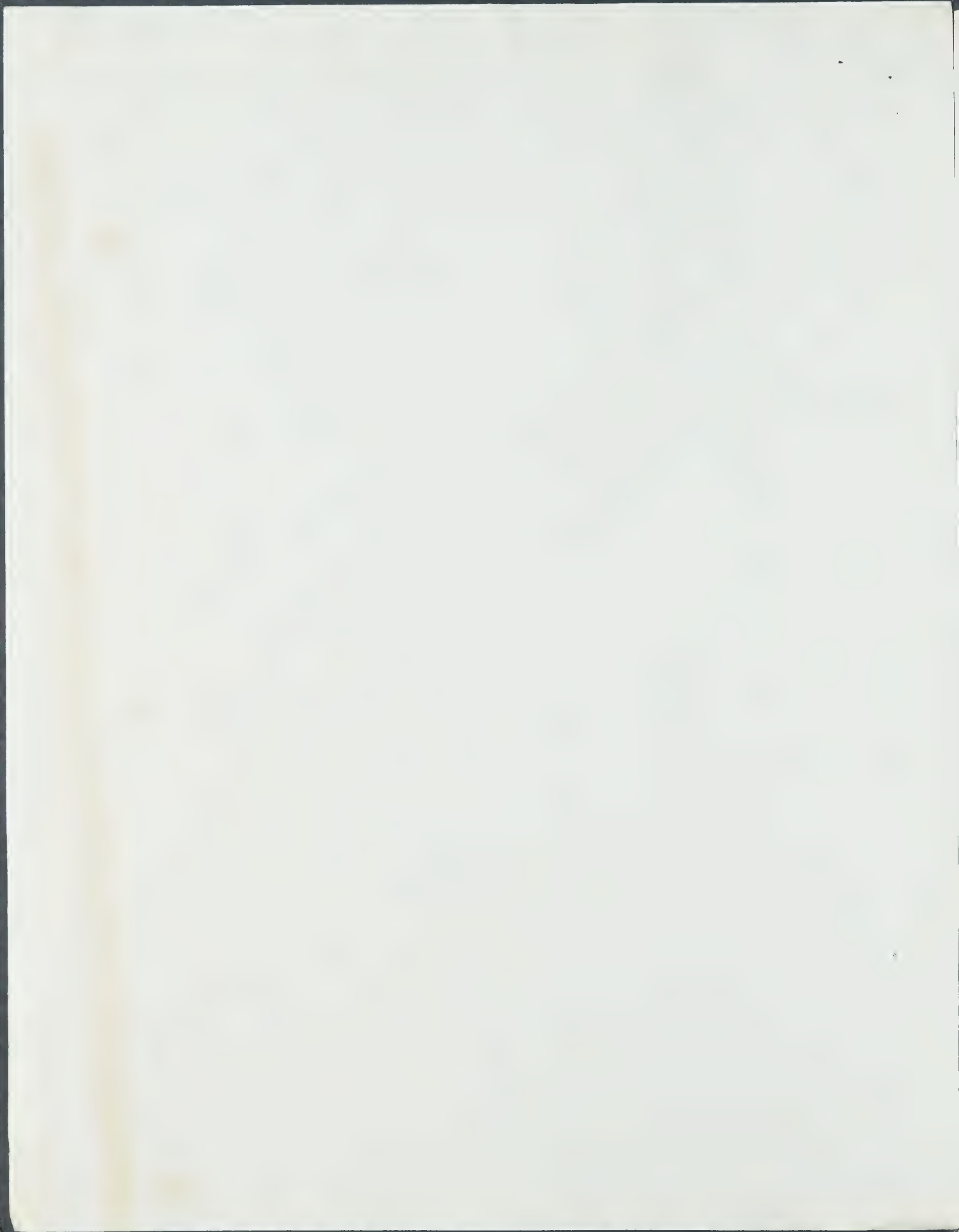
I understand your concern about the matter, and I hope that what I have said will clarify the position of the Getty Center.

Sincerely yours,



Herbert H. Hvmans
Assistant Director,
Visiting Scholars and Conferences

HHH:mt
cc: John Walsh



Rough Draft
AB:mmh
12/31/84

Dr. Herbert H. Hymans
Assistant Director
Visiting Scholars & Conference
The J. Paul Getty Center for the
History of Art and the Humanities
401 Wilshire Blvd., Suite 400
Santa Monica, California 90401-1455

Dear Dr. Hymans:

Please reconsider the argument of your letter of December 14, 1984 that because Mrs. Middeldorf could call for the entire balance due, no interest should have been paid. What does one have to do with the other? The Getty issued about 15 checks of \$1,000.00 each and that cost her some \$30,000.00 in lost interest. Is that fair? If you have \$200,000.00 in a bank, you can withdraw \$1,000.00 or the total, but should you lose interest on the balance?

I know of two relevant documents, and I enclose copies. One is Mrs. Middeldorf's letter of April 15, 1983 in which she asks that the \$1,000.00 payments be continued, but did not waive interest. Of course Prof. Middeldorf had waived the interest as long as he had the use of the library, but to waive interest after the Getty had the library is absurd. The second is the agreement written by Getty's lawyer. Note what it says about interest. Do you understand that? ^{Perhaps} ~~Probably~~ Mrs. Middeldorf was told by someone on the Getty staff that she would receive no interest and acquiesced because she is not a business woman, had not counsel and did realize how ~~lousy~~ ^{Should} a deal it was. But your people ~~must~~ have realized.

I look forward to hearing from you.

reconsiderable



M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

30-05 1971

PAGE

LAST STATEMENT DATE 11-21-80
THIS STATEMENT DATE 12-21-80

DIRECT INQUIRIES TO:
414-357-2440
M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

MS GLORIA G MIDDELDORF
VIA DE SERRAGLI 7
50124 FLORENCE
ITALY

DATE -- DEPOSITS -- WITHDRAWALS -- MONEY MARKET ACCOUNT [REDACTED] 5 [REDACTED] 1

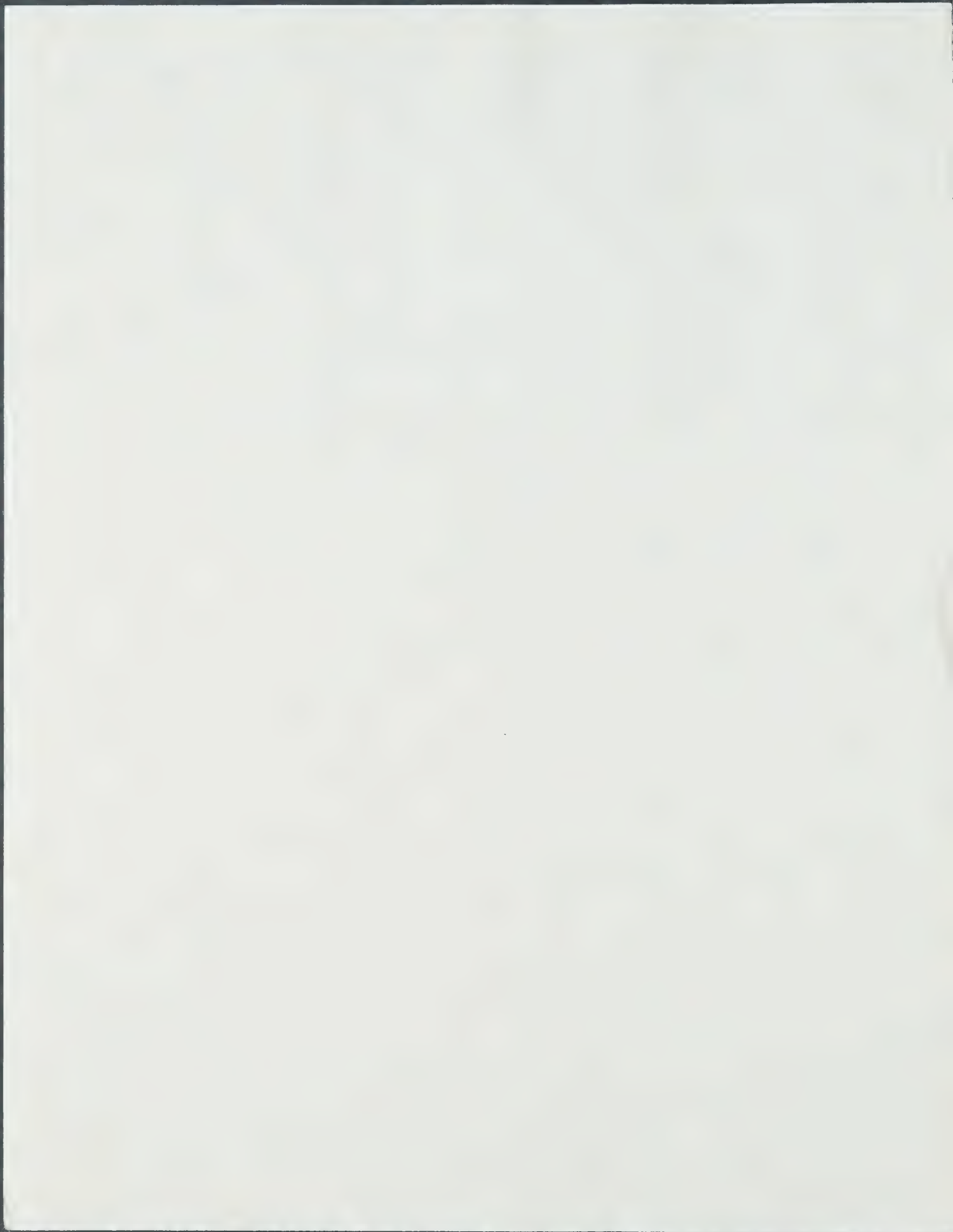
12-18		500.00	#WITHDRAWAL	TELLER 23
12-21	61.34		*****INTEREST*****	
	61.34	500.00	TOTAL	

DAILY BALANCES (AVERAGE BALANCE \$8,556)

8,622.88	11-21	8,122.88	12-18	8,184.22	12-21
BEGINNING BALANCE	8,622.88	ENDING BALANCE	8,184.22		

SOCIAL SECURITY NUMBER [REDACTED]

FOR RATES PAID DURING THE STATEMENT PERIOD, PLEASE CALL AN
M&I PERSONAL BANKER AT 765-7500.
FOR CURRENT RATES CALL M&I INVESTMENT INFORMATION LINE AT 765-8282.



DELBRÜCK & CO
BERLIN KÖLN HAMBURG AACHEN FRANKFURT M.
PRIVATBANKIERS

KOPIE

Bitte prüfen Sie nachstehende Aufstellung der für Sie verbuchten Wertpapiere. Die Wertpapieraufstellung gilt nach Nr. 15 unserer Allg. Geschäftsbedingungen als genehmigt, wenn Sie Ihre Einwendungen nicht innerhalb eines Monats seit Zugang dieser Aufstellung abgesandt haben. Wir bitten Sie, Einwendungen schriftlich an unsere Revision, Gereonstr. 15-23, 5000 Köln 1, zu richten. Für den Geschäftsverkehr mit Ihnen gelten unsere Allgemeinen Geschäftsbedingungen und ggf. die „Sonderbedingungen für Auslandsge-schäfte in Wertpapieren“, die in unseren Schalterräumen eingesehen werden können.

Nach den Durchführungsbestimmungen zum Kuponsteuergesetz sind die Personen, die Depots von festver-zinslichen Wertpapieren unter ihrem Namen führen, jedoch nur als Treuhänder für andere Personen (Treuh-geber) tätig werden, zu einer entsprechenden Mitteilung an das deponführende Kreditinstitut verpflichtet, wenn der Treugeber oder einer von mehreren Treugebern weder einen Wohnsitz noch seinen gewöhnlichen Auf-enthalt bzw. weder seinen Sitz noch seine Geschäftsleitung im Inland hat.

- Irrtum vorbehalten -

KOPIE 02-01-1985

Depot-Nummer

353712

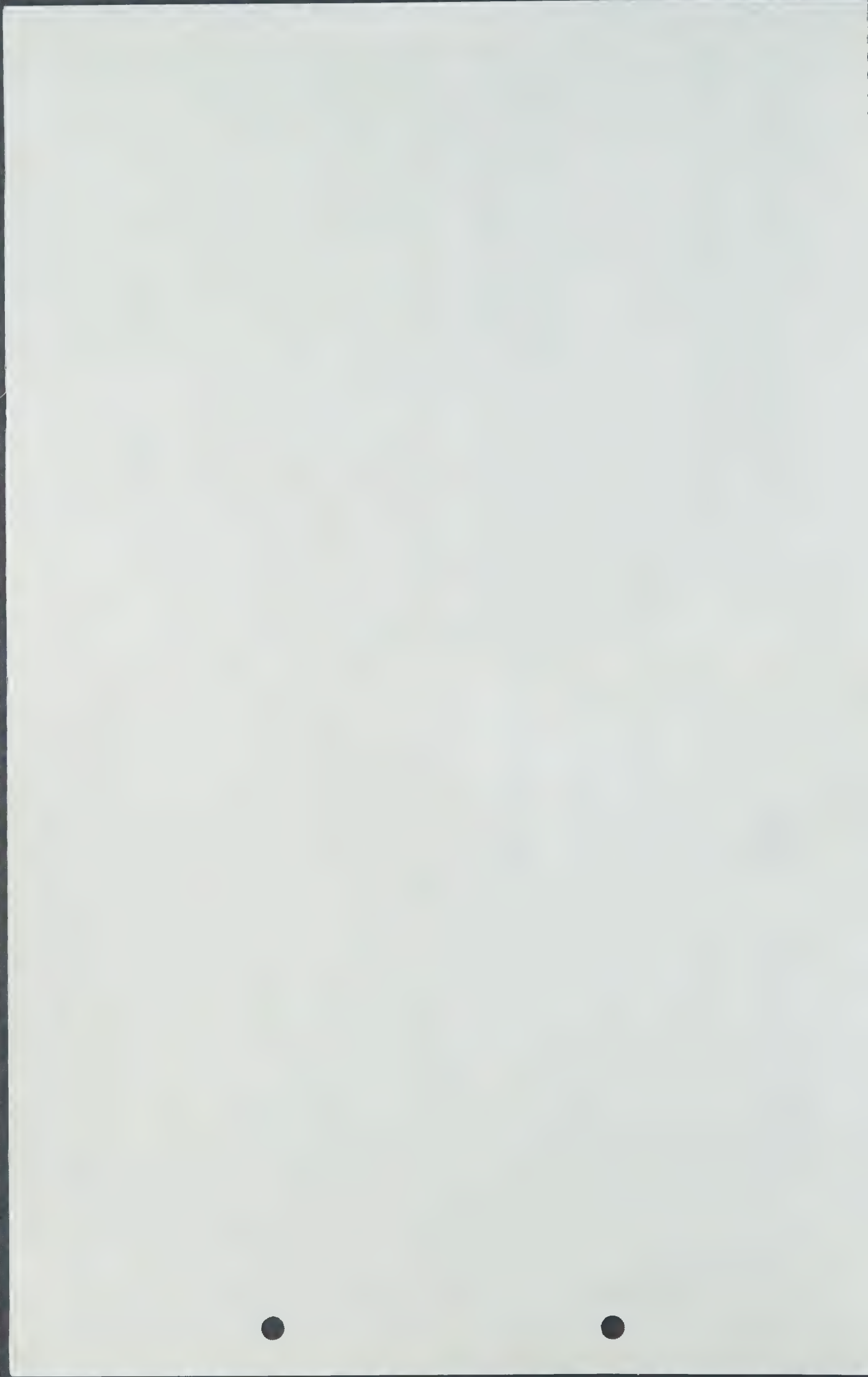
DEPOTAUSZUG PER

31-12-1984

Blatt

Wertpapier-Kenn-Nummer	Verfah-rungsart	Notie-rung	Nominalwert / Stückzahl	Zinssatz %	Wertpapierbezeichnung	Währung Stückpreis	Kurswert in DM
130000	02	01	1000000000	7,250	DEUTSCHE BUNDESANLEIHE VERB. 7,25% 1985	1000000000	1170000000
200300	01	01	1000000000	9,500	BRÄUWERKE - BREITENB. 9,5% 1985/1986	1000000000	1000000000
002120	02	01	200		AG. KUEHNLE & KOPPEL VERBUNDARTEN	200000000	400000000
000300	01	01	100		LEINDE AG. AKTIEN	100000000	110000000
700000	02	01	200		ALIANA AG. AKTIEN	200000000	240000000
114000	02	01	100		SÜDDEUTSCHE BÜROGERÄTEW. AG. AKTIEN	100000000	240000000
100000	01	01	100		ALLIANZ LEBENSVERSICHERUNGSGES. AG. NAMENL. VOLLEGEZ.	100000000	240000000
000000	01	01	100		CONF. BLANCKOBERSTEIN	100000000	240000000
000000	01	01	100		DMC AG. KAPITALANLEHNE 8 1/2% INHALTSKONTIEN 50000	100000000	240000000
000000	01	01	100		LAGERSTELLE: SCHWITZ	100000000	240000000
000000	01	01	100		ANNA INC. SHARES	100000000	240000000
000000	01	01	100		CAUERSTELLES USA	100000000	240000000
000000	01	01	100		WINTERTHUR SCHWEIZERISCHE VERS. GES. INHABERKART.	100000000	240000000
000000	01	01	100		LAGERSTELLE: SCHWITZ	100000000	240000000
000000	01	01	100		ITT COMP. SHARES	100000000	240000000
000000	01	01	100		LAURERFELLES USA	100000000	240000000
000000	01	01	100		STO. GEN. DE. MARVELLANGE HOLDING SA - AS	100000000	240000000
000000	01	01	100		LAGERSTELLE: SCHWITZ	100000000	240000000
000000	01	01	100	7,50	12/19/80/90 7,50	100000000	240000000
000000	01	01	100		STO. GEN. DE. MARVELLANGE HOLDING SA - AS	100000000	240000000

Dieser Depotauszug wird nicht unterschrieben.



KOPIE

Bitte prüfen Sie nachstehende Aufstellung der für Sie verbuchten Wertpapiere. Die Wertpapieraufstellung gilt nach Nr. 15 unserer Allg. Geschäftsbedingungen als genehmigt, wenn Sie Ihre Einwendungen nicht innerhalb eines Monats seit Zugang dieser Aufstellung abgesandt haben. Wir bitten Sie, Einwendungen schriftlich an unsere Revision, Gereonstr. 15-23, 5000 Köln 1, zu richten. Für den Geschäftsverkehr mit Ihnen gelten unsere Allgemeinen Geschäftsbedingungen und ggf. die „Sonderbedingungen für Auslandsge-schäfte in Wertpapieren“, die in unseren Schalterräumen eingesehen werden können.

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- Irrtum vorbehalten -

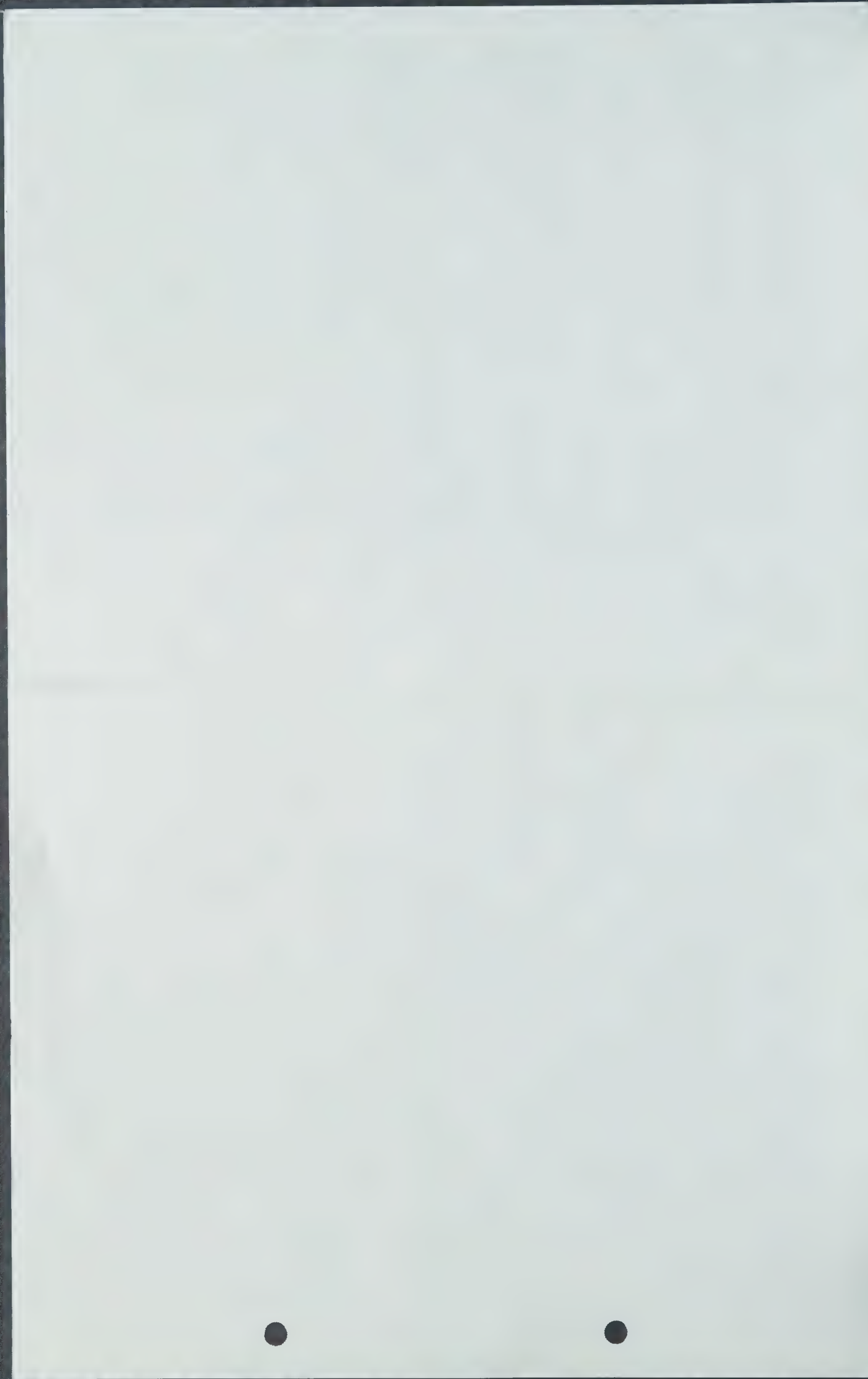
Depot-Nummer

DEPOTAUSZUG PER

Blatt

Wertpapier-Kenn-Nummer	Verwah-rungsart	Notifi-rung	Nominalwert/ Stückzahl	Zinssatz %	Wertpapierbezeichnung	Kurs in % Währung Stückpreis	Kurswert in DM

Dieser Depotauszug wird nicht unterschrieben.



Gloria Middleton
 Taxable Income
 from \$175,000 from Betty

1984 1985

CD, MeI, 175M, 12 day 644.03

US Government

75M	12.625 FHLB, 8/87	—	Feb. 25 85 4681.77	Aug. 25 85 4734.38
-----	----------------------	---	-----------------------	-----------------------

50M	11.75 UST, 5/89	Nov. 15 84 4083.45	May 15 85 2937.50	Nov 15 85 2937.50
-----	--------------------	-----------------------	----------------------	----------------------

50M	FHLB 2/91 11.875		Feb. 25 2968.75	Aug. 25 2968.75
-----	---------------------	--	--------------------	--------------------

50M	UST due 2/1995		—	Aug. 15 \$2812.50
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Capital Gains (Taxable at lower rate)

1989	UST	\$1312.50
1991	FHLB	1750. —

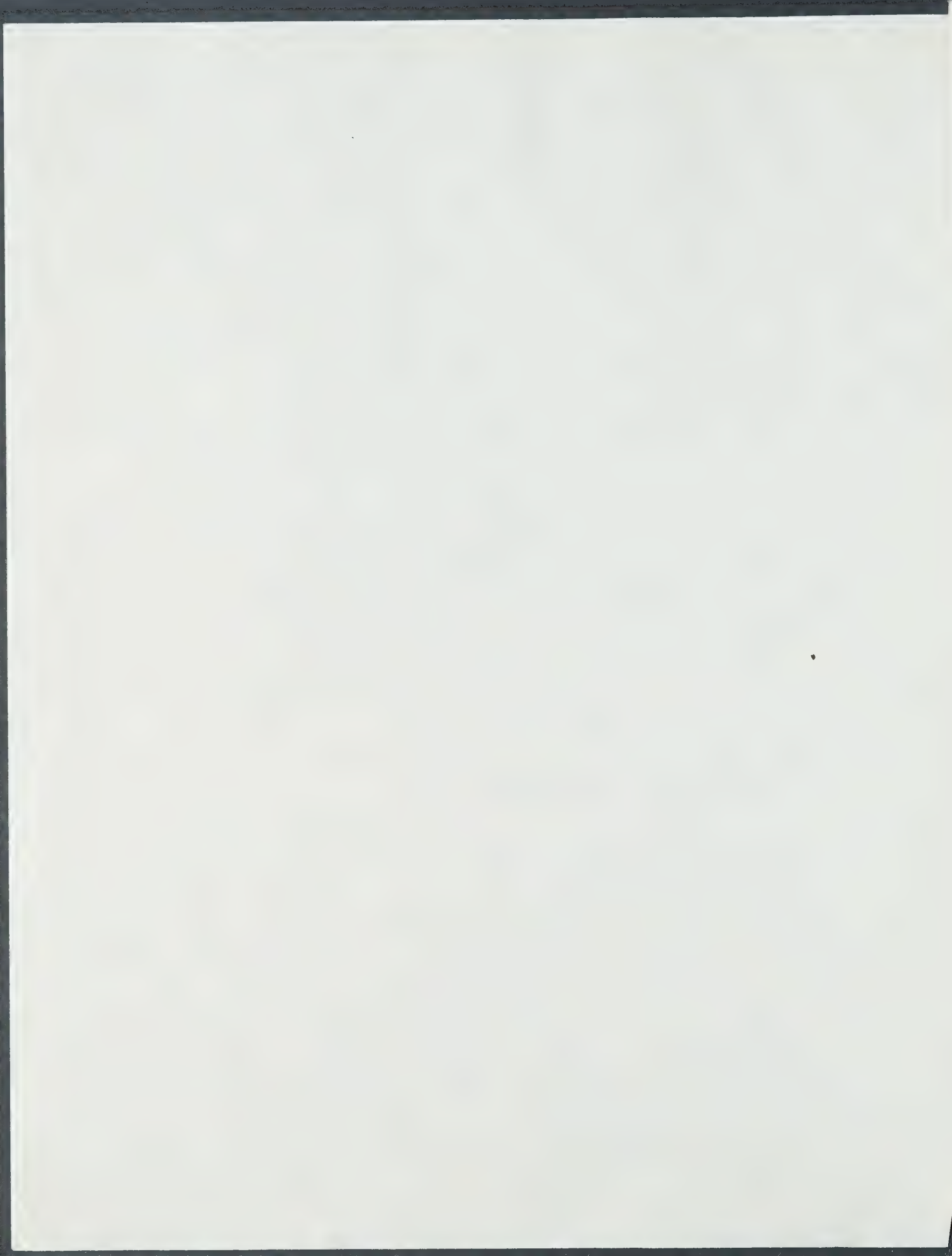
Taxable income 1984

CD		644.03
UST	4083.45	
	- 2806.28	1277.17
	<u>1277.17</u>	

+ MeI Bank interest 233.51

Taxable income 1985	21195.66	+ 2812.50
Taxable income 1986	21228.65	+ 5625. —

03 5/23/85



Dr. Alfred Bader
Chairman



January 2, 1985

Mr. Harold M. Williams
President and Chief Executive Officer
The J. Paul Getty Trust
1875 Century Park East, Suite 2300
Los Angeles, California 90067

Dear Mr. Williams:

All men in authority get into all sorts of arguments, and because of your position, I am sure that you have your share, and so do I. Personally, I never worry about the arguments where I am sure I am right, but I do worry a good deal about those where my company or I may have been at fault to some extent.

Has it occurred to you that Mrs. Middeldorf may have a good case? In Mrs. Middeldorf's letter of April 15, 1983 she did ask that the \$1,000.00/month payment be continued--but why should no interest be paid? That, of course, made very good sense as long as Prof. Middeldorf had the use of the library, but none whatever after the Getty received the books. Singularly, you have avoided all comment about the gibberish about interest written by the Getty attorney in the contract signed by Mrs. Middeldorf shortly after the death of her husband.

Yes, the Getty sent about 15 checks of \$1,000.00 each, and denied Mrs. Middeldorf some \$30,000.00 in interest. Had my wife and I or someone else not counselled her to take the principal, she would have been without any principal or interest within some 16 years! The interest she now receives is over twice the \$1,000.00/month, and she still has the principal.

Until I received your letter of December 12 I thought that you were just ignorant of the facts, and, indeed, Mrs. Middeldorf wrote to me (see attachment A) that you were likely to be quite innocent of the horrible way she and her husband had been treated, because you joined the Getty Trust after the bulk of the injury. Neither Prof. nor Mrs. Middeldorf had competent counsel, and many specific requests for help were denied by your staff (see attachment B).

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

Mr. Harold M. Williams
The J. Paul Getty Trust
January 2, 1985
Page Two

If Mrs. Middeldorf was told by someone on the Getty staff that she would receive no interest she acquiesced because she is not a businesswoman, had no counsel and did not realize how bad a deal it was. But your people should have realized. And you were at one time head of the S.E.C. whose function it is to protect widows from just such actions. In your first letter of September 14, 1984 you alleged that the Getty did not receive any interest on the \$200,000.00 reserved for Mrs. Middeldorf. I find that hard to believe, for if true, your trustees would be doing a lousy job: fancy \$200,000.00 sitting somewhere without interest!

You are correct in thinking that I have talked to some art historians about the Getty taking advantage of a defenseless widow, but not "in some way," but specifically, by sharing the details of the Getty-Middeldorf contract.


May I suggest that we settle this unpleasant matter by submitting all the facts for arbitration and then abide by the arbitrator's decision, with the loser paying a reasonable fee, say \$1,000.00. If you lose, it will be Getty funds; if I lose, it will come out of my own pocket.

If you decline, I will urge Mrs. Middeldorf to file suit against the Getty Trust. The ablest attorney I know in Milwaukee has looked over all the correspondence and has assured me that Mrs. Middeldorf has a very good legal case, simply because that absurd contract was drafted by the Getty attorney, and she was without counsel. To interpret that contract to deny her any interest is truly unconscionable.

Should I fail in urging a lawsuit, because Mrs. Middeldorf is old and frail and far away, and may not want to be involved in a fight even though she is aware that she has been treated horribly, then the details how the Getty has treated the widow of one of the great art historians of our time should be published. There must be hundreds, perhaps thousands of widows negotiating with the Getty for the sale of their prized possessions, and they should be cautioned to obtain competent counsel, lest they be treated as Mrs. Middeldorf has been.

I am truly sorry that you are in such an unhappy corner--surely unhappy for Mrs. Middeldorf, for you, for me and for all who know about it. You must be a very able man to be in your position, and also very proud, and that makes it difficult for you to say, "Perhaps there is more to this than met my eye at first." Only a great man could now say, "Yes, we could have done more to help Mrs. Middeldorf." I hope that you have that greatness.

Sincerely,



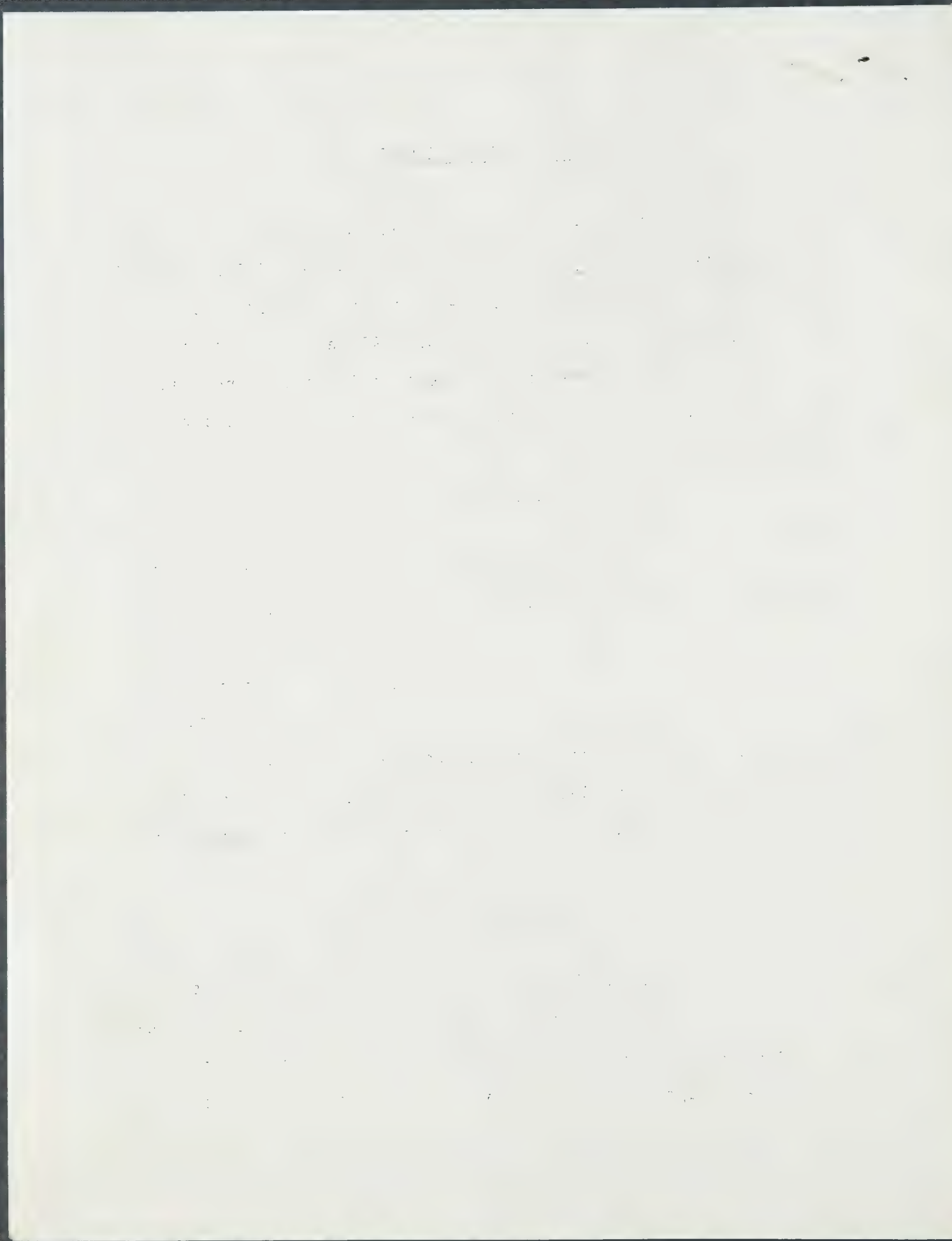
Alfred Bader
AB:mmh
Enclosures

ATTACHMENT A
From Mr. Middelhoff

It might actually be true that Mr Williams is completely innocent. I don't know how long he has been at the Getty. In the last two or three years, (if not more) there have been colossal changes and lots and lots of ~~new~~ new people inserted. I have no idea what the executive staff was like when Ulrich made the contract and when he asked continuously for help. In the letters I sent you, Mr Garrett and Frederiksen were the only names which appeared. In the meantime the former is no longer with the Getty, and the latter has been demoted to some other job. The name of Williams first came to my attention only after Ulrich died. He wrote his condolences, and explained to me that because the guarantee of the German bank covered a short period after U.'s death, the books had to be shipped within five months of his death. Until then I had never heard his name before, which of course, doesn't mean he was not there. But I have a feeling that he wasn't. So I feel rather silly that he should be blamed. The more I look through the papers and read Mr Goldner's letters of 1978-80 I realize that these were all art-historians who knew very little about how to do business- let us not speak about helping one about taxation and Capital Gains. Mr Goldner was eager to get Ulrich's library because he knew how good and special it was, and he had a very tough time convincing every one there. But at that time they were not swimming in money as now. And all the people involved then seemed complete amateurs. Now they are buying ^{like mad} libraries at fantastic prices. Everything ^{is} in a kind of frenzy to grab everything they can get. Lord knows how many people they must have hired to catalogue these masses of books. But the point is that Mr Williams does not appear- (not mentioned by anyone before U's death. So one has to be careful- and it is not fair to accuse him if he is innocent.

Attachment B
From Mr. Middelhoff

a lot more in topography, journals, magazines and an invaluable collection of reprints which never can be found on the market. Then they got by mistake the unique Collection on Art in Fiction (1650 volumes of books now unfindable). You will understand why I have considered the price originally paid - only a fraction of its true value. Thus the Getty staff should have felt obligated to help Ulrich. Mr Goldner in my presence had said to Ulrich that since he had sold his library for half its value, he shouldn't have to pay any capital gains. And Ulrich was of the same opinion. But he needed a lawyer who could confirm this. Do you really think that anyone would have compromised his allegiance to the Getty Museum by helping us? According to the exchange of letters between the ~~the~~ head librarian and Ulrich, that seemed the case. As you will have seen in the copies I have sent you (which by the way you have not yet confirmed having received). Of course, neither Ulrich nor myself could understand why they could not have taken the trouble to find a reliable lawyer for us. We never asked them to pay for us, we made it clear that we would pay for the lawyer. So where were the great risks on anyone's part? Ulrich was disgusted and bitter that they treated him with so little humanity and consideration.



Dr. Alfred Bader
Chairman



January 7, 1985

Mr. Sidney J. Weinberg, Jr.
Partner
Goldman, Sachs & Co.
85 Broad Street, 22nd Floor
New York, New York 10004

Dear Jim:

Enclosed is all the relevant correspondence between Harold Williams and me. Until last Friday morning, I thought that Mr. Williams is a hard-boiled stinker without any conscience. He probably thinks of me as an insufferable troublemaker. I hope that we are both wrong.

You will wonder why I got involved. There are two reasons.

I am convinced that Prof. Middeldorf was a babe-in-the-woods business-wise, and neither he nor his widow had counsel. Prof. Middeldorf repeatedly asked the Getty for advice and that was denied. There is no question in my mind that Mrs. Middeldorf got a raw deal, and that legally and morally she is entitled to interest. Some \$30,000 is involved. What is that to the Getty?

Secondly, I feel guilty. Between 1952 and 1980 I visited the Middelforfs just about every year on a Saturday in June, and on each visit I would arrive at their home at 7:00 a.m. (really!) and between then and 4:00 p.m. spent every minute with Prof. Middeldorf talking about paintings. I learned so much from him, about attributions and connoisseurship, and so did hundreds of other art historians and collectors. Not once did I have the wit to ask him whether I could help him with investments. When we visited Mrs. Middeldorf in Florence last June, she showed us the Getty contract and asked for advice. Of course, we advised her to take the principal immediately, to invest it in U.S. government bonds, and to ask the Getty for the interest which would be payable on a sum of about \$200,000 invested sensibly, but which the Getty told her was not due to her. Just why they are unwilling to pay this I really don't know--the facts are so clear. The attorney I refer to in my last letter is Marvin Klitsner, of course, and you know how competent he is.

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

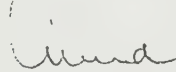
Mr. Sidney J. Weinberg, Jr.
Goldman, Sachs & Co.
January 7, 1985
Page Two

If you wish to send a copy of this letter to Mr. Williams, go ahead. Once this argument is settled, I would love to get to know him personally, on a friendly basis, and then be able to laugh about this misunderstanding.

Isabel and I will be in New York from the 13th to the 20th of this month, staying at the Chemists' Club. I am keeping Friday the 18th open, in case you have time for a chat.

Best regards.

As always,



Alfred Bader

AB:mmh

Enclosures

FOGG

ART MUSEUM

HARVARD UNIVERSITY CAMBRIDGE, MASSACHUSETTS 021

FROM

TO

8 Jan 85

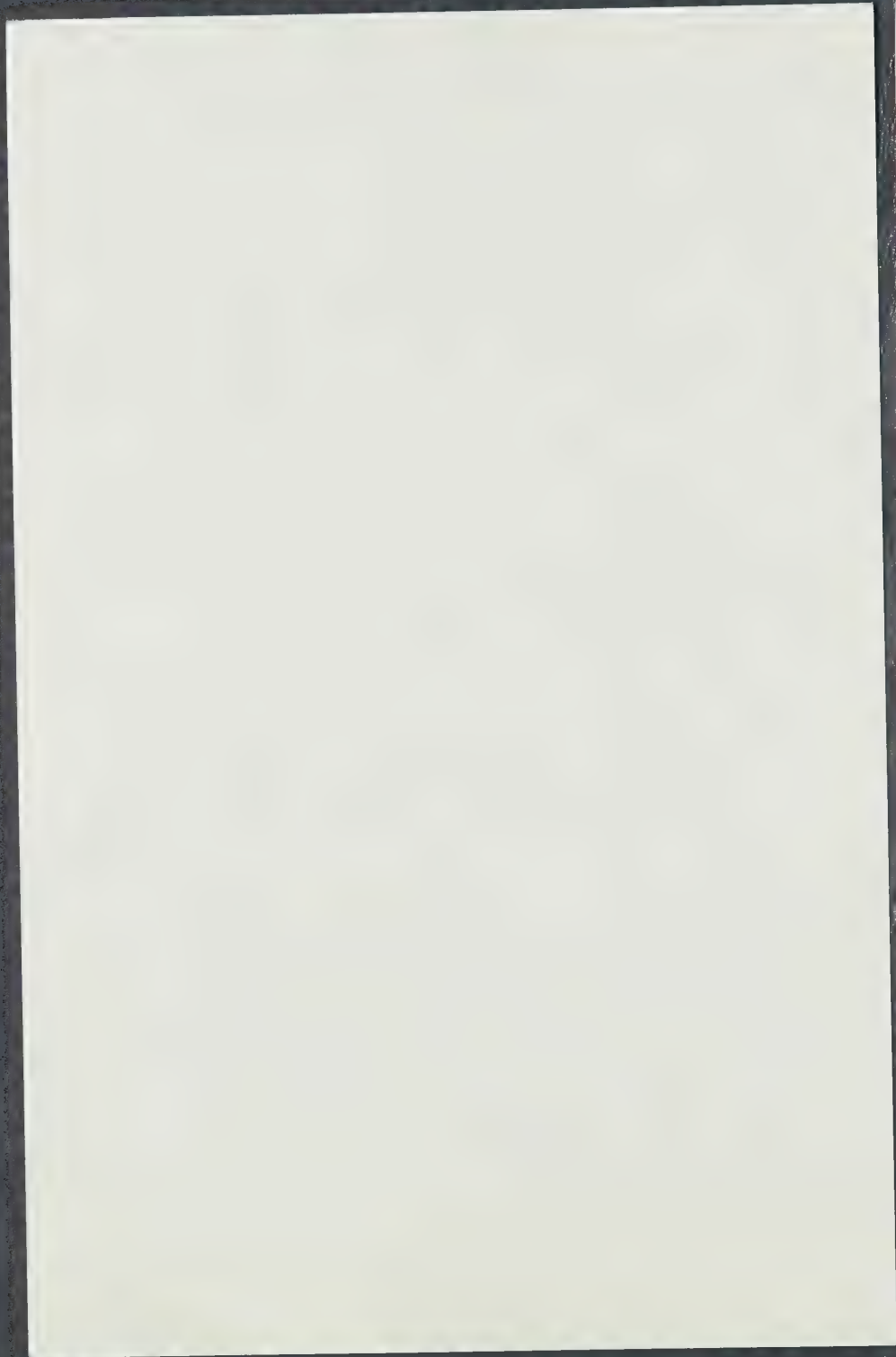
Dear Alfred,

Thanks so much for the latest
bulletins from the Getty front.

For the life of me, I can't see how
your letter of Jan 2nd can fail
to turn the trick. However, I
know that I am naive. After I
first heard the story I was certain
that a simple summary of the
story would set matters straight.

With fond regards,

J





New York University
A private university in the public service

Institute of Fine Arts

1 East 78th Street
New York, N.Y. 10021
Telephone: (212) 772-5800

Mr. Herbert H. Hymans
Assistant Director,
Visiting Scholars and Conferences
The J. Paul Getty Center for the
History of Art and the Humanities
401 Wilshire Boulevard
Suite 400
Santa Monica, CA 90401

January 14, 1985

Dear Mr. Hymans:

It was kind of you to write me concerning Mrs. Middeldorf (December 14, 1984).

Knowing Dr. Bader's good intentions, and on the basis of my perception of the transaction between the Getty Trust and Mrs. Middeldorf, I see the situation as follows. The Getty Trust did what Mrs. Middeldorf requested, but Mrs. Middeldorf did not ask what anyone well versed in financial matters or properly counselled would have asked, namely interest on the outstanding portions of the sum due her. Under the circumstances the Getty Trust should have offered her interest. What upset Dr. Bader is not what the Getty Trust did, but what it left undone.

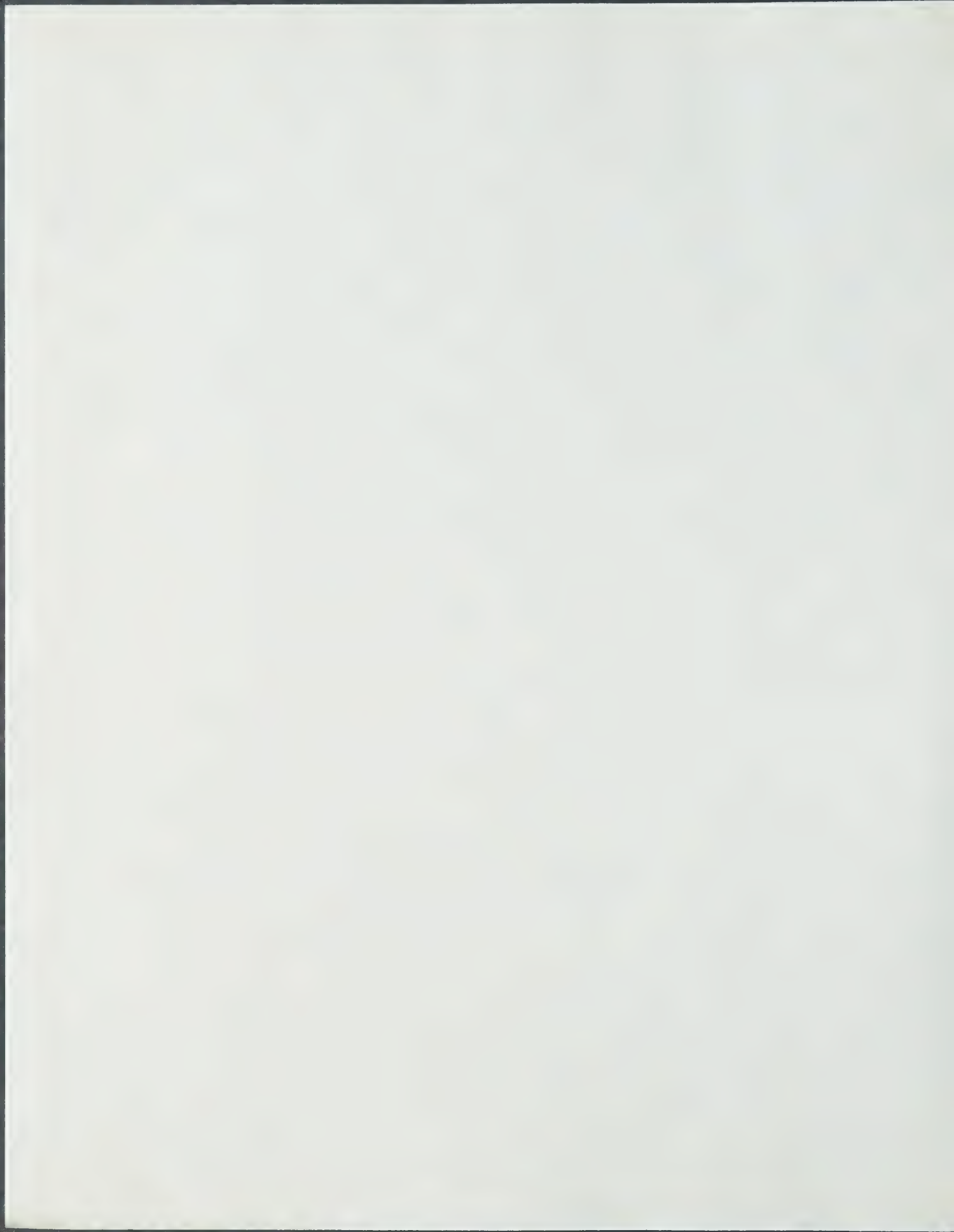
I believe a correction is easy. After all, the transaction was established, it seems to me, before guidelines in accordance with the expanded activities and responsibilities of the Getty Museum were formulated.

As a man of principle, Dr. Bader in this case like in others, champions justice. I commend him for his efforts while regretting the difficulties imposed on you.

Sincerely,

Egbert Haverkamp-Begemann

The John Langeloth Loeb Professor in the History of Art



CHICAGO BANK OF COMMERCE
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

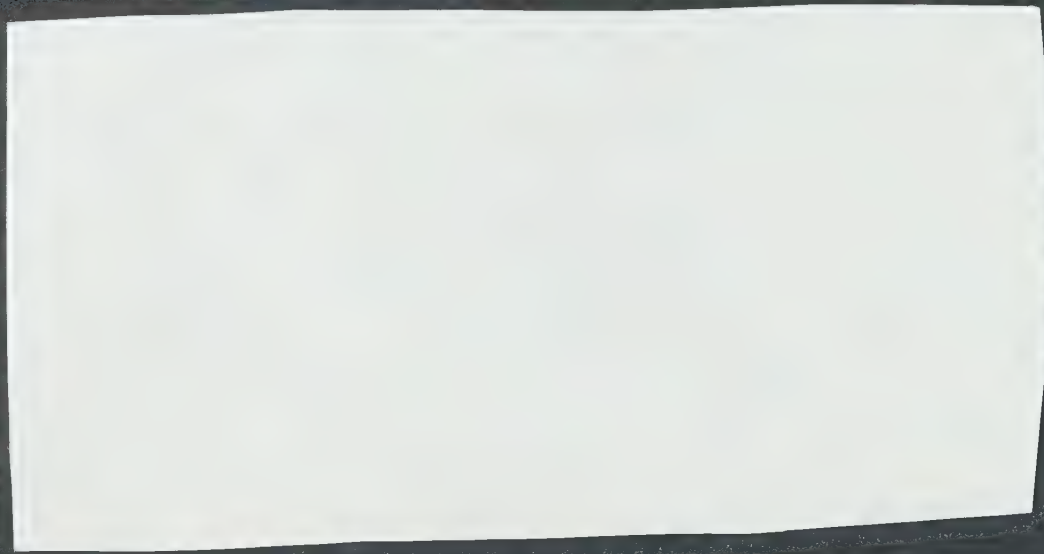
copy

TELEPHONE NUMBER
312-861-1000

THE EARNINGS INDICATED HAVE BEEN CREDITED OR TRANSFERRED
AS SHOWN BELOW. THANK YOU VERY MUCH FOR SAVING WITH US.
WE INVITE YOU TO USE OUR OTHER SERVICES AND ASK THAT YOU
CALL ON US WHENEVER WE CAN BE OF ANY ASSISTANCE.

GLORIA G MIDDELDORF
9 VIA DEI SERRAGLIG
50124 FLORENCE ITALY

01-16-85 49-20-568656-3
PREV BAL 53,785.46
EARNINGS 1,324.47
NEW BAL 55,109.93
SOC SEC 325-28-4992
MAT 1/16/85 9.850%



M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

30-05 1971 PAGE 1

LAST STATEMENT DATE 12-21-84
THIS STATEMENT DATE 01-22-85

DIRECT INQUIRIES TO:
414-357-2440
M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

MS GLORIA G MIDDELDORF
VIA DE SERRAGLI 7
50124 FLORENCE
ITALY

0

DATE -- DEPOSITS -- WITHDRAWALS -- MONEY MARKET ACCOUNT 30-05 1971

01-22 58.48 *****INTEREST*****

58.48 .00 TOTAL

DAILY BALANCES (AVERAGE BALANCE \$8,184)

8,184.22 12-21 8,242.70 01-22

BEGINNING BALANCE 8,184.22 ENDING BALANCE 8,242.70

SOCIAL SECURITY NUMBER 325-28-4992.

INTEREST PAID YEAR TO DATE 58.48

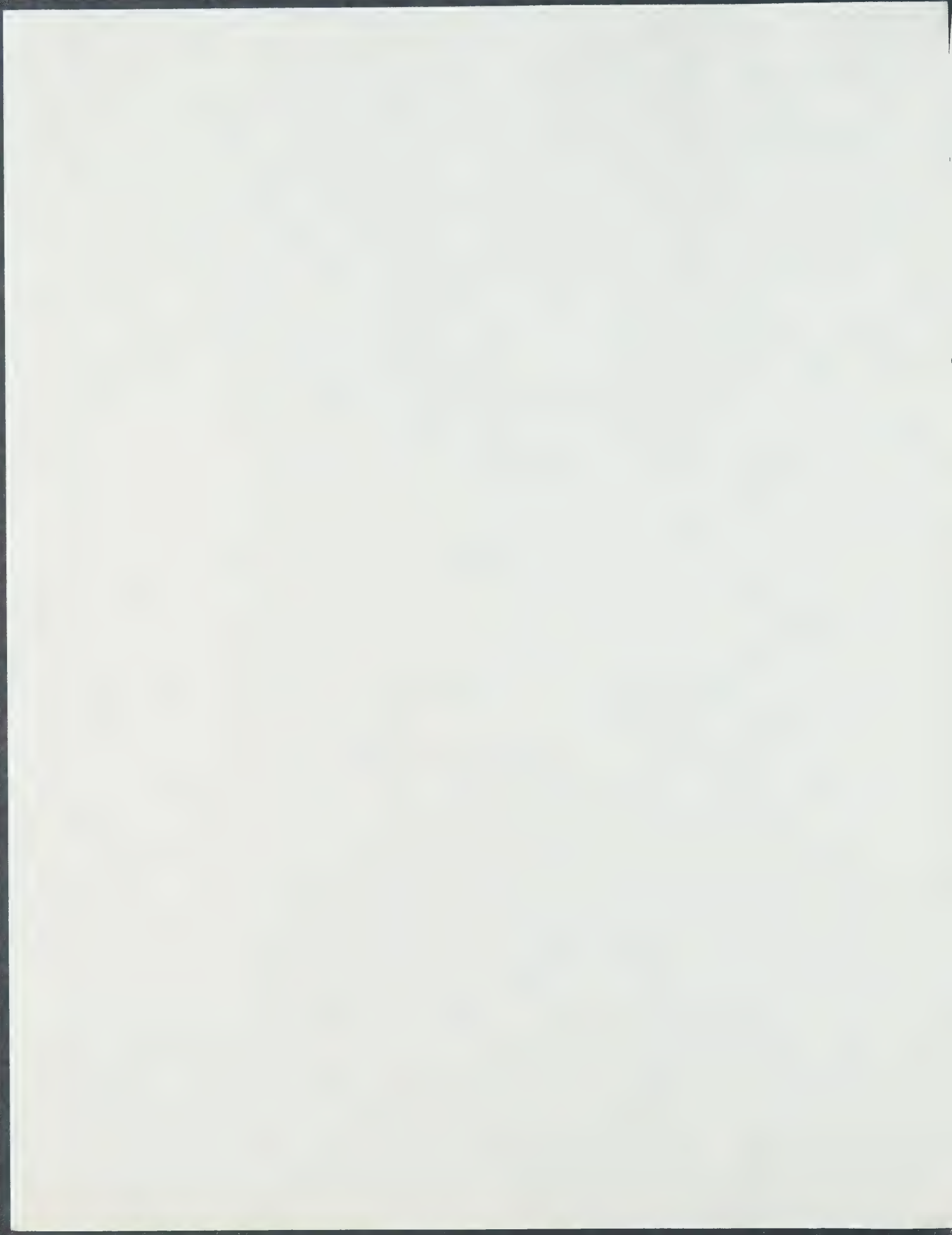
EFFECTIVE 12-22 12-31 1-8 1-10 1-21
RATES: 8.3% 8.25% 8.15% 8.0% 7.9%

FOR ALL CURRENT RATES CALL M&I INVESTMENT INFORMATION LINE AT 765-8282

*I keep asking
the bank to send
original to you, copy
to me!*

*This looks fine.
Love*

Alfred



THE J. PAUL GETTY CENTER FOR THE
HISTORY OF ART AND THE HUMANITIES

401 Wilshire Boulevard, Suite 400 • Santa Monica, California 90401-1455
Telephone: (213) 458-9811

23 January 1985

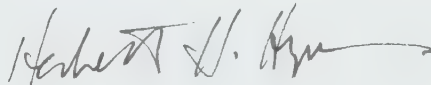
RECEIVED
JAN 28 1985
Aldrich Chemical Co., Inc.

Dr. Alfred Bader, Chairman
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

Dear Dr. Bader:

Thank you for your letter of 2 January 1985 regarding Mrs. Gloria Middeldorf. Having stated the view of the Center in my letter of 14 December 1984, I fear I cannot add anything more. This matter arose as a result of an agreement between the J. Paul Getty Trust and Mrs. Middeldorf. Any further questions should be taken up with it.

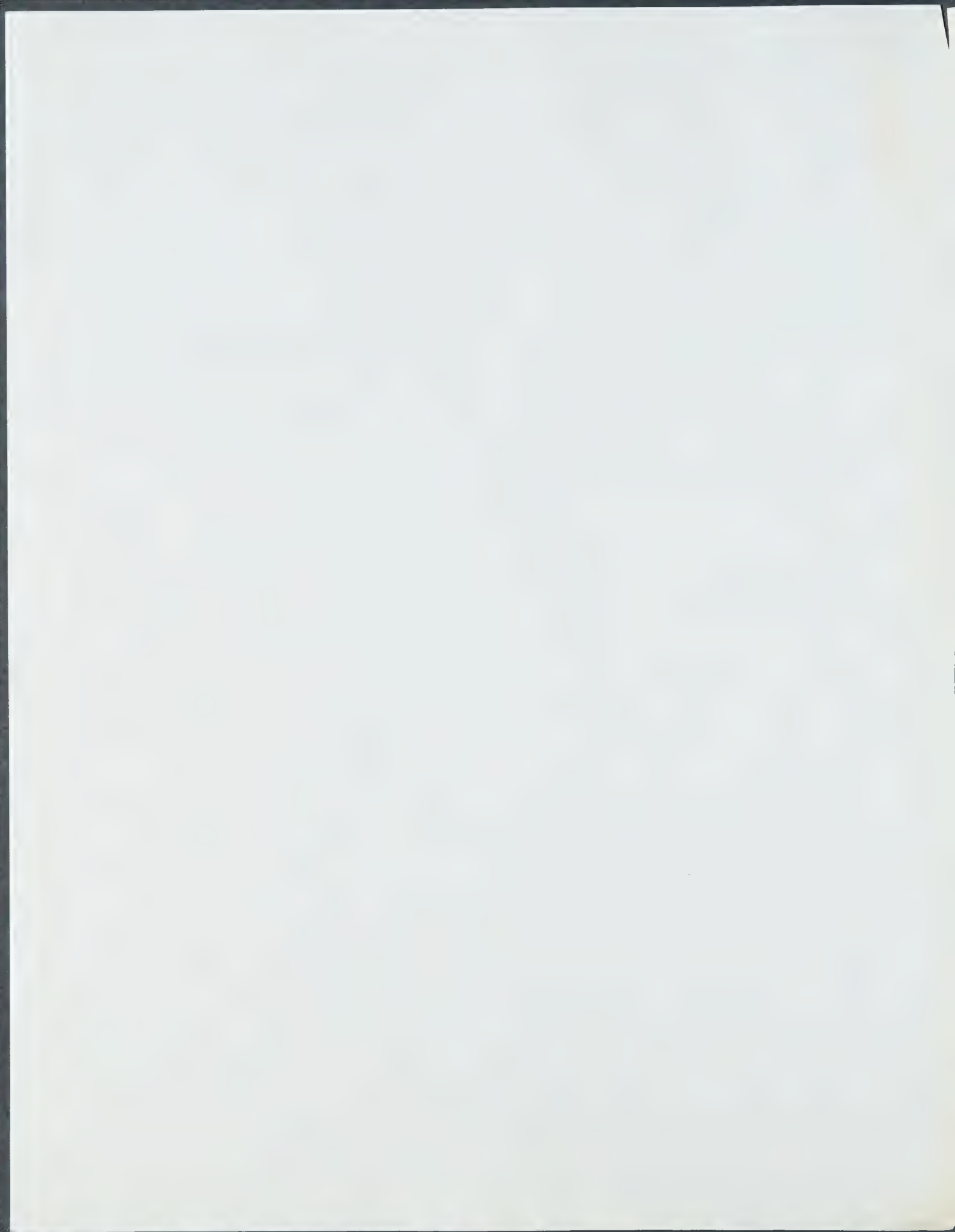
Sincerely yours,



Herbert H. Hymans
Assistant Director
Visiting Scholars
and Conferences

HHH:mt

cc: Harold M. Williams, The J. Paul Getty Trust



Dr. Alfred Bader
Chairman



January 28, 1985

Dr. John Walsh, Director
The J. Paul Getty Museum
P.O. Box 2112
Santa Monica, California 90406

Dear Dr. Walsh:

Being in England throughout December has delayed my thanking you (except with a brief note) for your kind letter of November 28, the first kind letter I have received from the Getty.

I would love to visit you anywhere but at the Getty for I fear that I would get physically sick looking at all that splendor, all the material things millions have bought, and to know how inhumanely people have been treated. For there is no reason to think that the treatment of the Middeldorfs is an isolated one.

Please consider the last paragraph of my last letter to Mr. Williams and try to help. We all need help to get out of this corner. Prof. Haverkamp-Begemann kindly sent me a copy of his letter to Mr. Hymans; it puts the argument into a nutshell.

I enclose a catalog of a Canadian exhibition of some of my paintings that may interest you.

Best personal regards.

Sincerely,

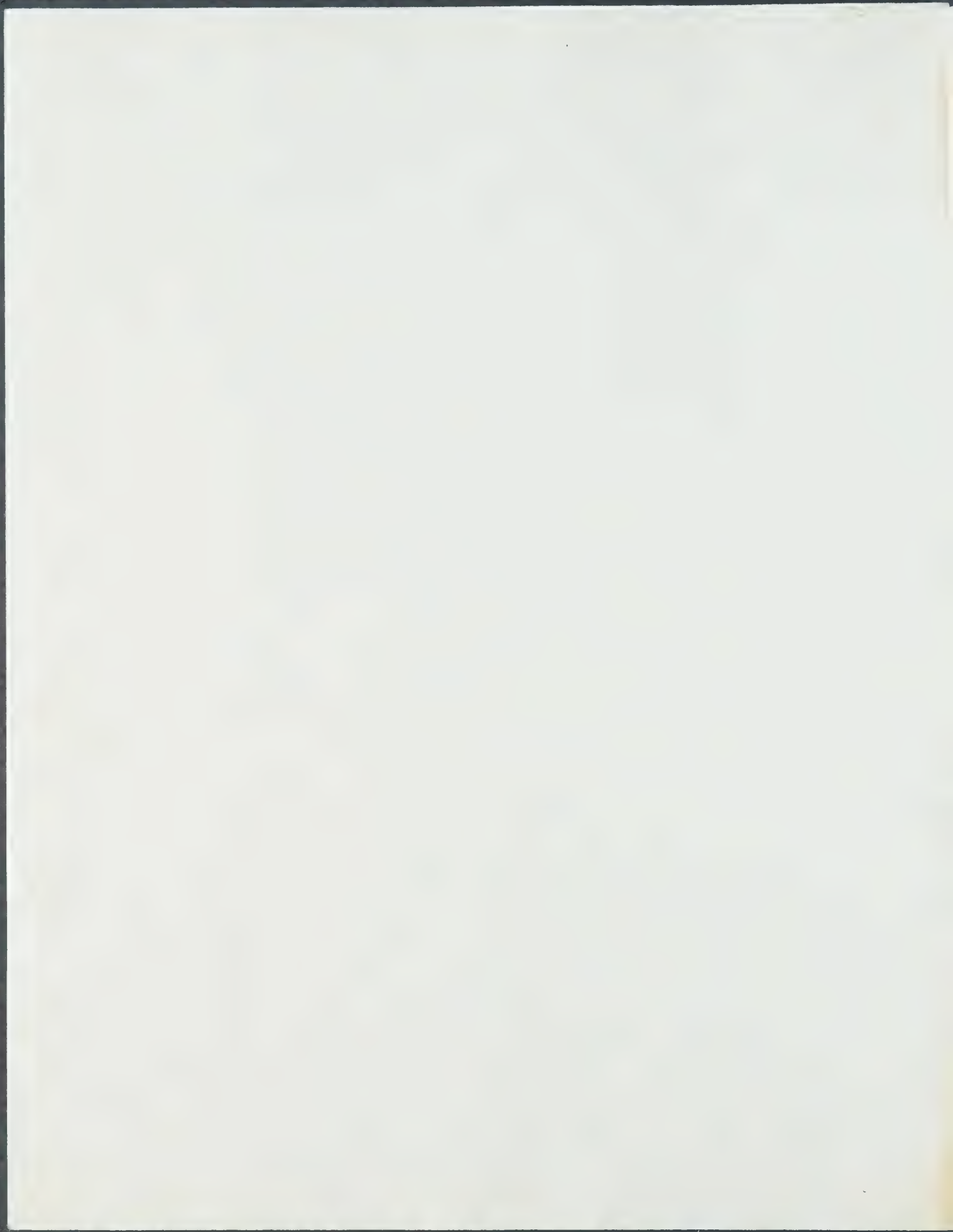
Alfred Bader

AB:mmh

Enclosure

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843



THE J. PAUL GETTY MUSEUM

17985 Pacific Coast Highway • Malibu, California 90265
Telephone: (213) 459-7611 • TWX: 910 343 6873

Mailing Address: P.O. Box 2112 • Santa Monica, California 90406

February 12, 1985

Dear Dr. Bader,

Many thanks for your letter and for the copy of your handsome catalogue. You ought to be proud of your more recent acquisitions, especially the van Dyckian male portrait, the Luttichuys, the Maes and the late Eeckhout, the Victors you identified, the Bramer, and the van den Bergh Rembrandt.

Naturally I shall relay to my colleagues at the Center what you and Egbert Haverkamp Begemann have written. Having no standing in the matter I can only tell you that I feel the greatest regret that the Getty's behavior should be seen as callous.

With best wishes,

Towser,

John Walsh

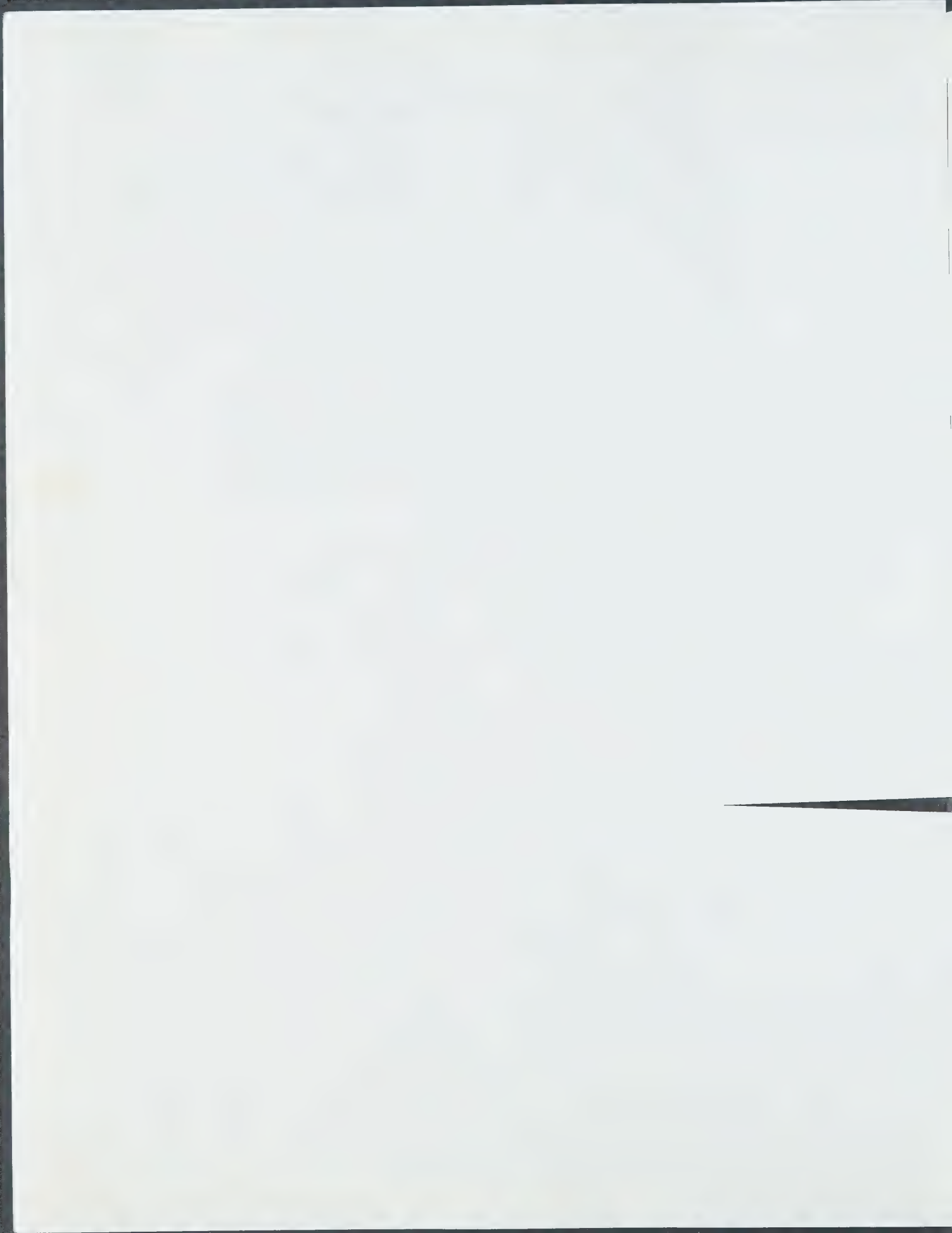
John Walsh
Director

Dr. Alfred Bader
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisc. 53201

RECEIVED

FEB 13 1985

Aldrich Chemical Co., Inc.



Dr. Alfred Bader
Chairman



February 18, 1985

Mrs. Gloria Middeldorf
Via dei Serragli 7
50124 Florence, Italy

Dear Gloria,

I am very worried about your 12-page letter of February 5, on many scores. However, I am just leaving for St. Louis and so please don't mind if I just deal with some of the most urgent banking matters.

Unfortunately, today America celebrates Washington's birthday and so all the banks are closed.

Regarding the M & I checks with your name on them, you just have to order such checks and I will do that for you when I return from St. Louis later this week.

Similarly, I couldn't reach the Chicago Bank of Commerce today, but I will call them later this week to get the facts straight. I am virtually certain that the income of \$3,785.46 for your CD maturing in January of 1985 is 1985 income.

The interest of \$233.51 on the M & I Bank is income for 1984.

Don't ever worry about losing papers that I have sent to you; I always keep copies.

Enclosed please find a copy of the taxable income which I sent you earlier. I have updated this to include the income both for 1985 and 1986 arising from the \$50,000 U.S. Treasury Bond which we just purchased for you. That will add \$2,812.50 to your 1985 income and \$5,625.00 to your 1986 income.

Your total income from the M & I in 1984 is \$2,154.71, this being the total of the CD income of \$644.03, \$1,277.17 from the U.S. Treasury Bond and \$233.51 of checking account interest.

I am particularly worried about your question on page 3, "Would I have to pay \$21,195.66 to the U.S. next year?" Gloria: This is not what you have to pay, but what your taxable income is from the first three government bonds.

I would estimate that your total income is of the order of \$40,000/year so that your tax payment will be somewhere between \$10,000 and \$15,000.

How reliable is the accountant who does your taxes? It has occurred to me that an easy solution would be for an accountant in Milwaukee to do your tax return, but I have hesitated to suggest this because I certainly have never wanted to pry into your

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

Mrs. Gloria Middeldorf
February 18, 1985
Page Two

affairs. If, however, you would like help, then I can suggest a very good friend Mr. Emil Glasberg who is an excellent and most thorough accountant, and with your simple tax return I am sure that the expense would not be high, probably just a few hundred dollars.

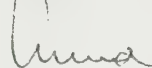
The simplest solution would be for you just to file an estimated return on April 15 and to ask for an extension for the filing of the detailed return. Then, when Isabel and I visit with you, we could gather all of the facts and have Mr. Glasberg file the return for you after our return to the U.S.

I would trust Mr. Glasberg completely, but of course you do not know him and so I would certainly understand if you would rather have your accountant in Florence continue to handle your tax return. I just shudder at the thought of your trying to file your return yourself. You would be almost certain to overpay in taxes.

In my experience, people who claim to pay little or no taxes either cheat or use tax shelters such as municipal bonds. I had considered buying municipal bonds for you, rather than U.S. Treasury Bonds, but then decided against it, because they are not nearly as liquid as U.S. Government Bonds.

To turn now to your worry about Mr. Williams, I am convinced that your worries are unfounded. Your friends, the art historians at the Getty, will remain your friends, and there is no question that Mr. Williams has treated you badly by not acceding to my request for interest. His statement that the \$200,000 were just lying somewhere without interest is nonsense. As Egbert Haverkamp-Begemann put it so clearly, it isn't what the Getty did but rather what they didn't do. Please, Gloria, stop worrying about Mr. Williams and what he thinks..

Fond regards,



Alfred Bader
AB:mmh
Enclosure

Dr. Alfred Bader
Chairman



February 21, 1985

Mrs. Gloria Middeldorf
Via dei Serragli 7
50124 Florence, Italy

Dear Gloria,

I spoke yesterday with Mr. Anthony Garreffa in Chicago. He was most pleasant and helpful and explained that the interest income statement which you received from the Chicago Bank of Commerce is correct. The \$1,207.00 is the interest on your bank account, the \$1,654.95 is the interest on the CD due 1-16-1984, and the \$3,785.46 is the interest earned in the first three quarters of your one-year CD due January 16, 1985. Mr. Garreffa had explained to you that interest would be paid quarterly so that actually you got more than 9.51%, ~~As~~ you earned more interest in the second quarter than in the first, and then again in the third quarter a little more than in the second. ~~The~~ interest of the fourth quarter will go ~~up~~ ^{into} in the statement which you will receive in 1986.

I do think that your worry about having paid insufficient estimated tax to the IRS is almost certainly groundless. Please, Gloria, stop worrying about such little things.

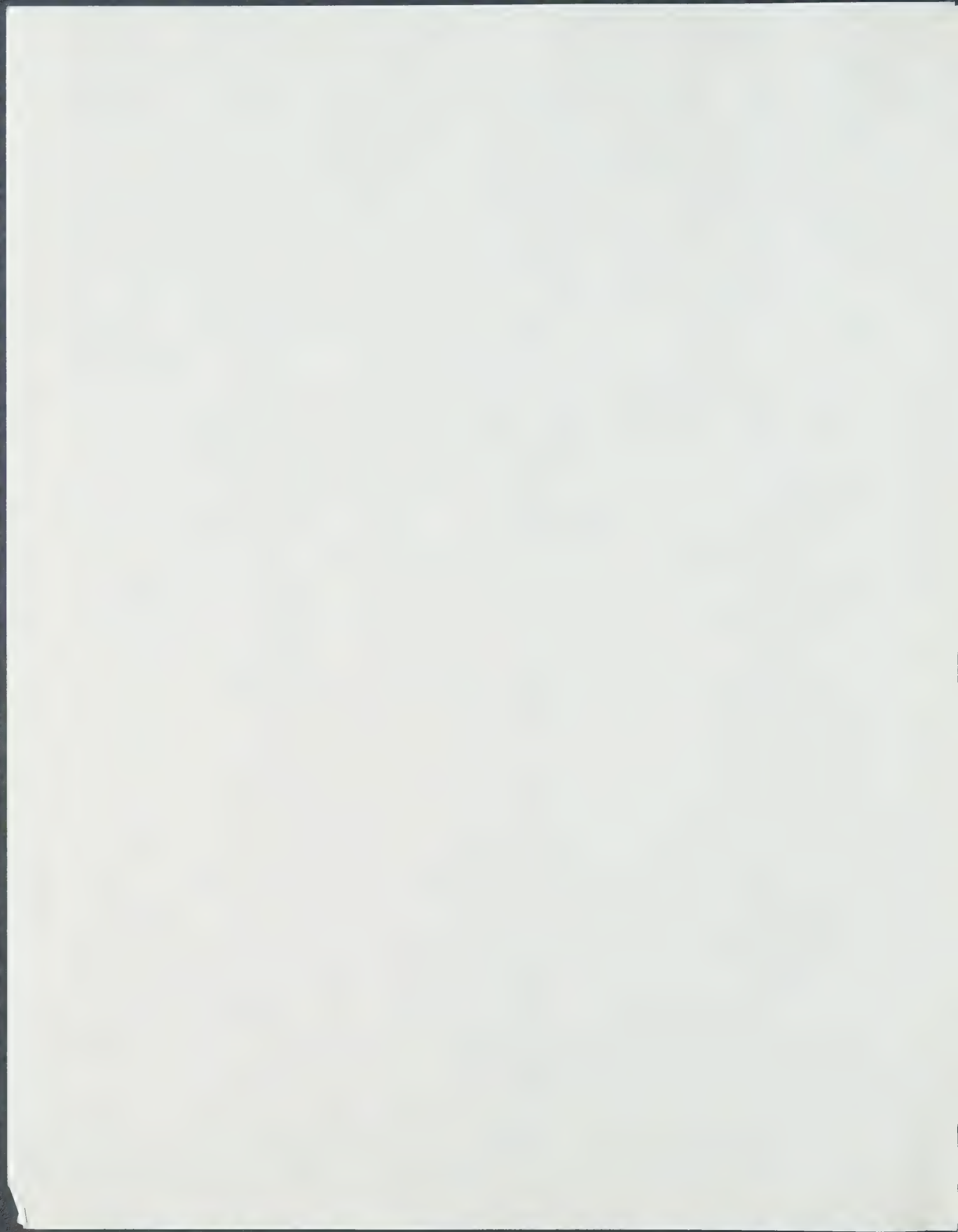
Fond regards,

Alfred Bader

AB:mmh

SIGMA-ALDRICH

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843



an AIMemo

FROM DR. AL BADER

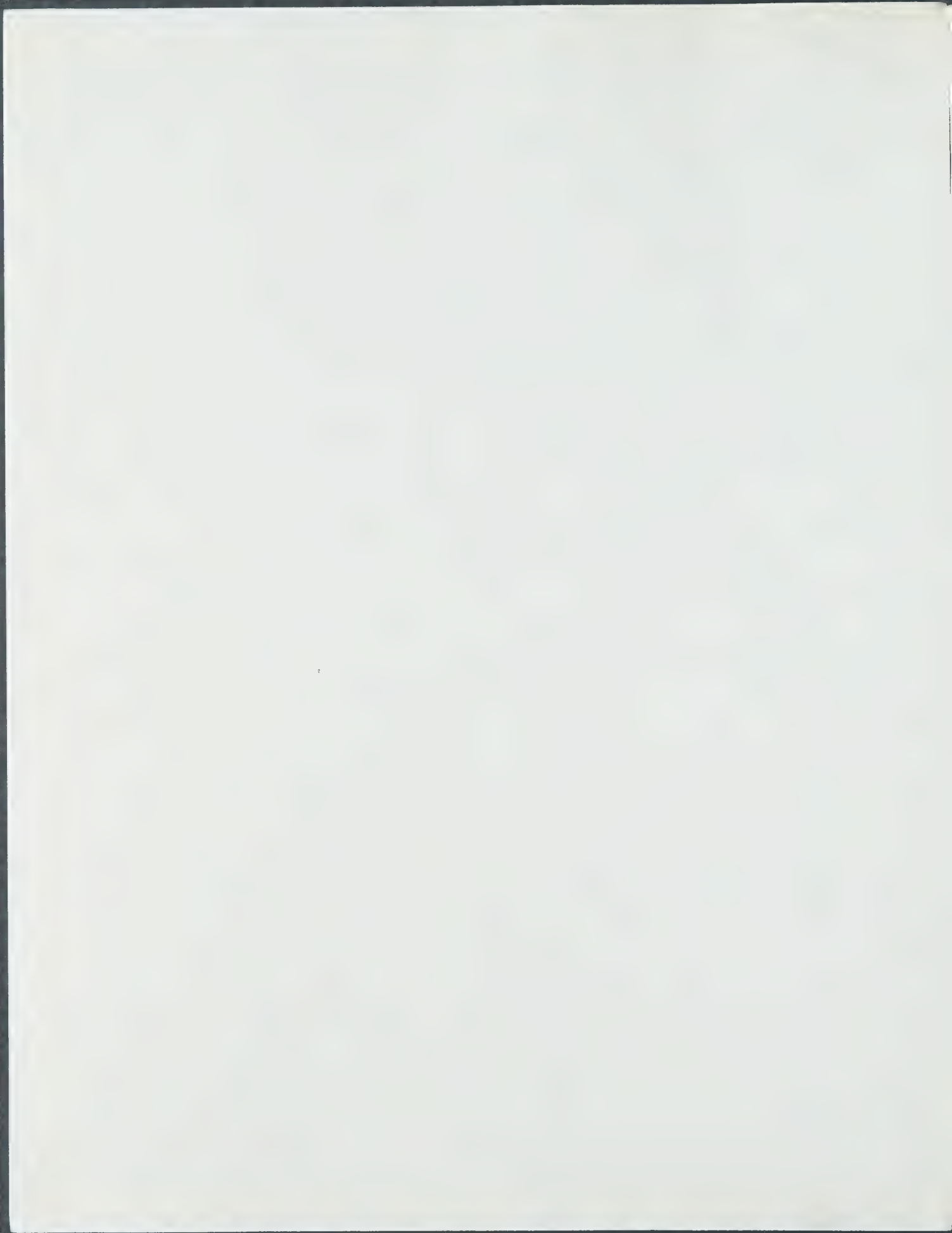
Mr. Williams :

I look forward
to your response to
my letter of January 2.

Surely the enclosed
will interest you.

Al Bader

May 6 85.



To Dr. Ron Leskin
Columbia University

an AIMemo

FROM DR. AL BADER

Dear Ron:
Here better give
my argument w. the
letter clearly.

I am sorry that you
and I disagree so
sharply - I would help
any widow of any of
my good friends in the
same manner.

Al Bader
5/9/85.

~~June~~
~~May~~ 3, 1985

Dear Alfred and Isabel,

With a hug and a kiss and a warm embrace I saw you depart. I returned to the house which still rang with your voices and songs, cheering admonitions, kind advices, wise counsels, and solicitous care on my behalf. I feel your love and friendship and your great concern for my well-being. And I am truly touched and very thankful to be so enriched by your amity. If you have the remorse of not having asked Ulrich if he needed any financial counsel years ago, you certainly have made it all up by doing so with me. For this I thank you with all my heart.

It was wonderful to see you and I enjoyed every minute of your visit. You have truly encouraged me greatly and I feel much more relaxed now. Only the time past too quickly, and now I miss you very much.

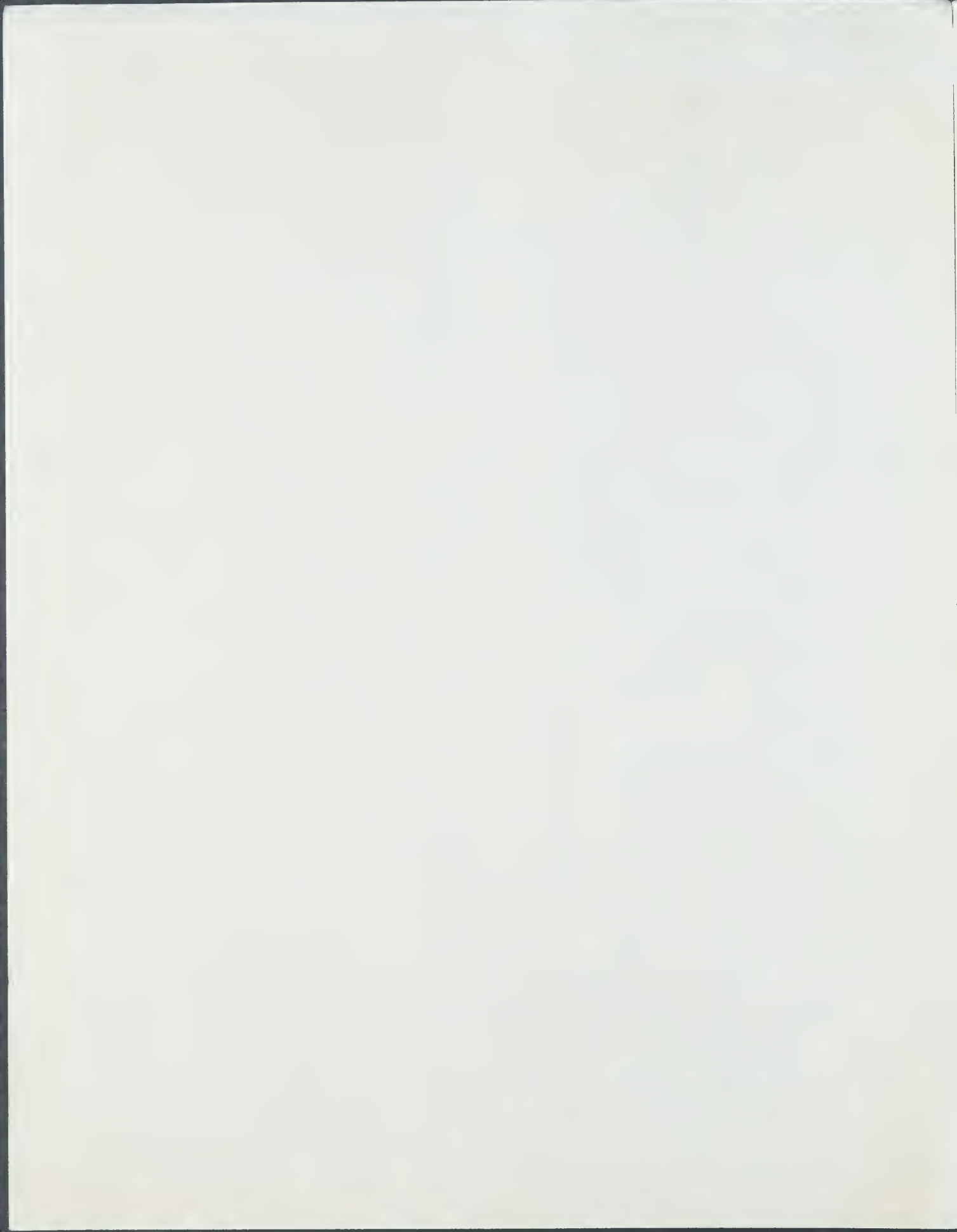
The Gealts were very enthusiastic and hope to see you again in fall. They are very lovely and civilized people.

In the next days I am expecting a lot of people from everywhere. And I shall be kept very busy. I have an advantageous position being here in Florence because it is the great meeting place of many of my friends -- so many being art historians. In this way I get to see many more people than if I were stuck in some city in USA. I think you will agree with that too!

It is late now and I wish to go to bed. I hope your journey to Basel will be pleasant and that you will ^{not} run into any hitches during your travels.

I embrace you both,
Love,

John



FAX SENT JUNE 7

THE J. PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

June 4, 1985

RECEIVED
JUN 07 1985
Aldrich Chemical Co., Inc.

Dr. Alfred Bader
Sigma-Aldrich
P. O. Box 355
Milwaukee, Wisconsin 53201

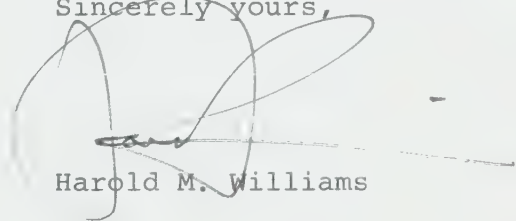
Dear Dr. Bader:

I regret my delay in responding to your letter of January 2. I have continued to be troubled by our correspondence and by your accusations.

Let me say first that the J. Paul Getty Trust has, from the very beginning, acted in good faith and honored a contractual agreement in a way which we believed to be responsive to the request of Mrs. Middeldorf. We did not assume the responsibility of acting as either her legal counsel or personal advisor, since either would have been inappropriate and patronizing.

However, I also understand that the arrangements she made were not in her own best interests, and that she has suffered from them. Therefore, I have written to her, enclosing a check from the J. Paul Getty Trust in the amount of \$26,800 which was calculated on the basis of the short-term treasury rate of interest for the period from February 1983, when Mr. Middeldorf died, to August 1984, when the funds for the acquisition of the Middeldorf Library, held by the Trust at her request, were transferred.

Sincerely yours,



Harold M. Williams

HMW:sfl

cc: Mrs. Gloria Middeldorf



THE J. PAUL GETTY TRUST

Harold M. Williams
President and Chief Executive Officer

1875 Century Park East, Suite 2300
Los Angeles, California 90067
Area Code (213) 277-9188

June 4, 1985

Mrs. Gloria Middeldorf
9 Via De'Serragli
50124 Florence
Italy

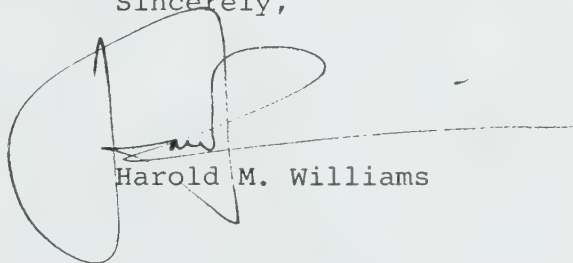
Dear Mrs. Middeldorf

I deeply regret the misunderstanding between us and sympathize with the difficulties of knowing how best to proceed in organizing your affairs after Dr. Middeldorf's death. Recognizing that you were not well advised in the arrangements you made for the payment of funds for the Middeldorf Library, enclosed please find a check from the J. Paul Getty Trust in the amount of \$26,800.

This amount was calculated according to the short-term treasury rate of interest on the unpaid balance of funds for the acquisition of the Middeldorf Library held by the Trust at your request.

I hope you know that throughout, the Trust has acted in good faith and tried to be responsive to your wishes.

Sincerely,

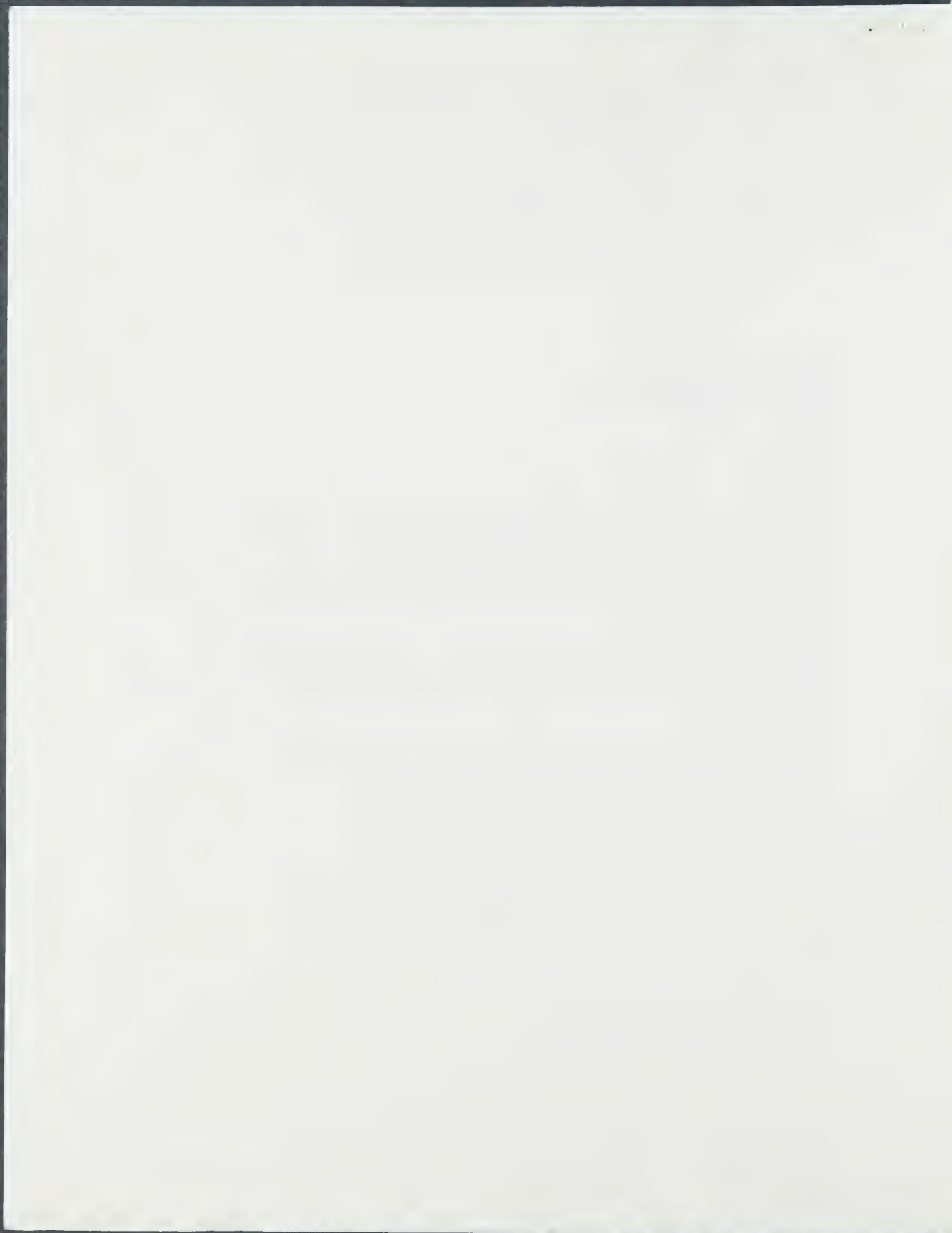


Harold M. Williams

HMW:sfl

Enclosure

cc: Dr. Alfred Bader ✓



M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

30-05 1971 PAGE 1

LAST STATEMENT DATE 06-21-85
THIS STATEMENT DATE 07-22-85

DIRECT INQUIRIES TO:
414-357-2440
M&I MARSHALL AND ILSLEY BANK
770 N WATER ST
MILWAUKEE WI 53202

MS GLORIA G MIDDELDORF
VIA DE SERRAGLI 7
50124 FLORENCE
ITALY

PARTNERSHIP SAVINGS ACCOUNT

0

DATE -- DEPOSITS -- WITHDRAWALS -- MONEY MARKET ACCOUNT 30-05 1971

06-27 26,800.00 DEPOSIT
07-22 226.84 #*****INTEREST*****
27,026.84 .00 TOTAL

DAILY BALANCES (AVERAGE BALANCE \$38,065 LOW BALANCE \$15,588)

15,588.04 06-21 42,388.04 06-27 42,614.88 07-22

BEGINNING BALANCE 15,588.04 ENDING BALANCE 42,614.88

SOCIAL SECURITY NUMBER 220-82-3509.

INTEREST PAID YEAR TO DATE 973.19

THIS ACCOUNT NONTRANSFERABLE WITHOUT BANK'S CONSENT.

* * * * *

RATES IN EFFECT THIS PERIOD FOR BALANCES OF \$2500.00 OR MORE:

6/22 7.25% 6/27 7.00%
FOR ALL CURRENT RATES CALL M&I INVESTMENT INFORMATION LINE AT 765-8282

* * * * *



Dr. Alfred Bader
Chairman

August 7, 1963

Mr. Paul D. Williams
President and Chief Executive Officer
The J. Paul Getty Trust
187 Getty Park East
Suite 2300
Los Angeles, California 90047

Dear Mr. Williams:

A long trip to Europe has delayed my coming you for good of June 4th. I very much appreciate the settlement with Mrs. Middeldorf.

Best regards.

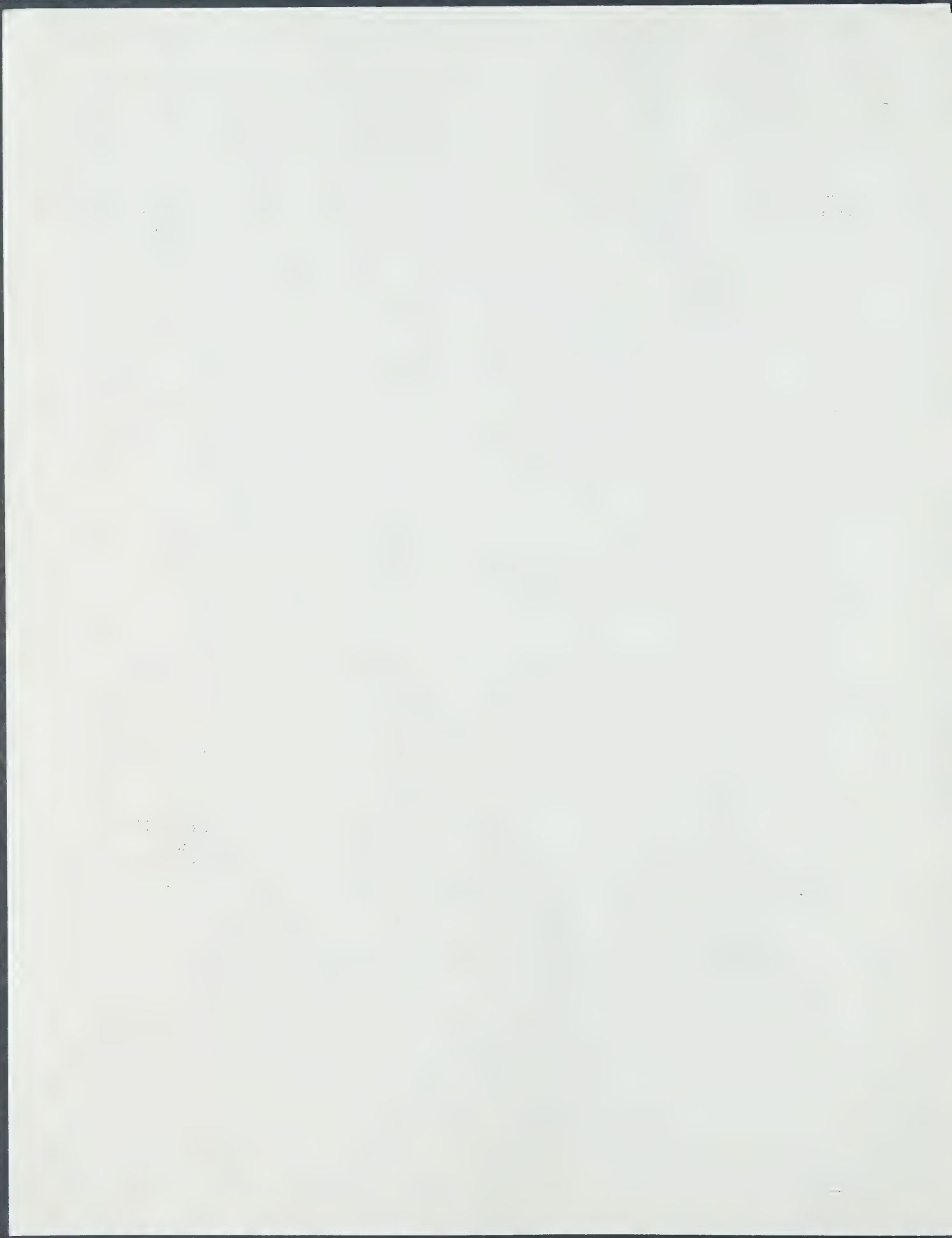
Sincerely,
Alfred Bader

Alfred Bader

AB:bcb

SIGMA-ALDRICH

P.O. Box One Milwaukee Wisconsin 53201 U.S.A. Telephone (414) 336-4500 Cable Sigma Aldrich Milwaukee Wis. U.S.A. 30152 (414) 336-4500



M&I MARSHALL & ILSLEY BANK
 MILWAUKEE WI 53202
 (414) 765-8058

Handwritten: \$ 5625. -
 2812.50 8/15/85

AS PRINCIPAL WE SELL TO YOU

02/07/85

Trade date	Reference
02/04/85	815473
	Settlement date
	02/15/85

Par value	Interest rate	Maturity date	Price	Yield	Basis	Settlement date
50,000.00	11.25	02/15/1995	99.352	11.360	P99.352	02/15/85
U.S. TREASURY NOTES					PRINCIPAL	49,676.00
11 1/4 NOTE A 95						
DTD 02/15/85 1ST CPN 08/15/85						
CUSIP 912827RW4						

Security number	Rep.	SK / Customer	Account no.
01 C09502B14	DE	225565	0030051971

Total 49,676.00

DR ALFRED BADER
 PE-GLORIA G MIDDELDORF
 2961 N SHEPARD AVE
 MILWAUKEE WI 53211

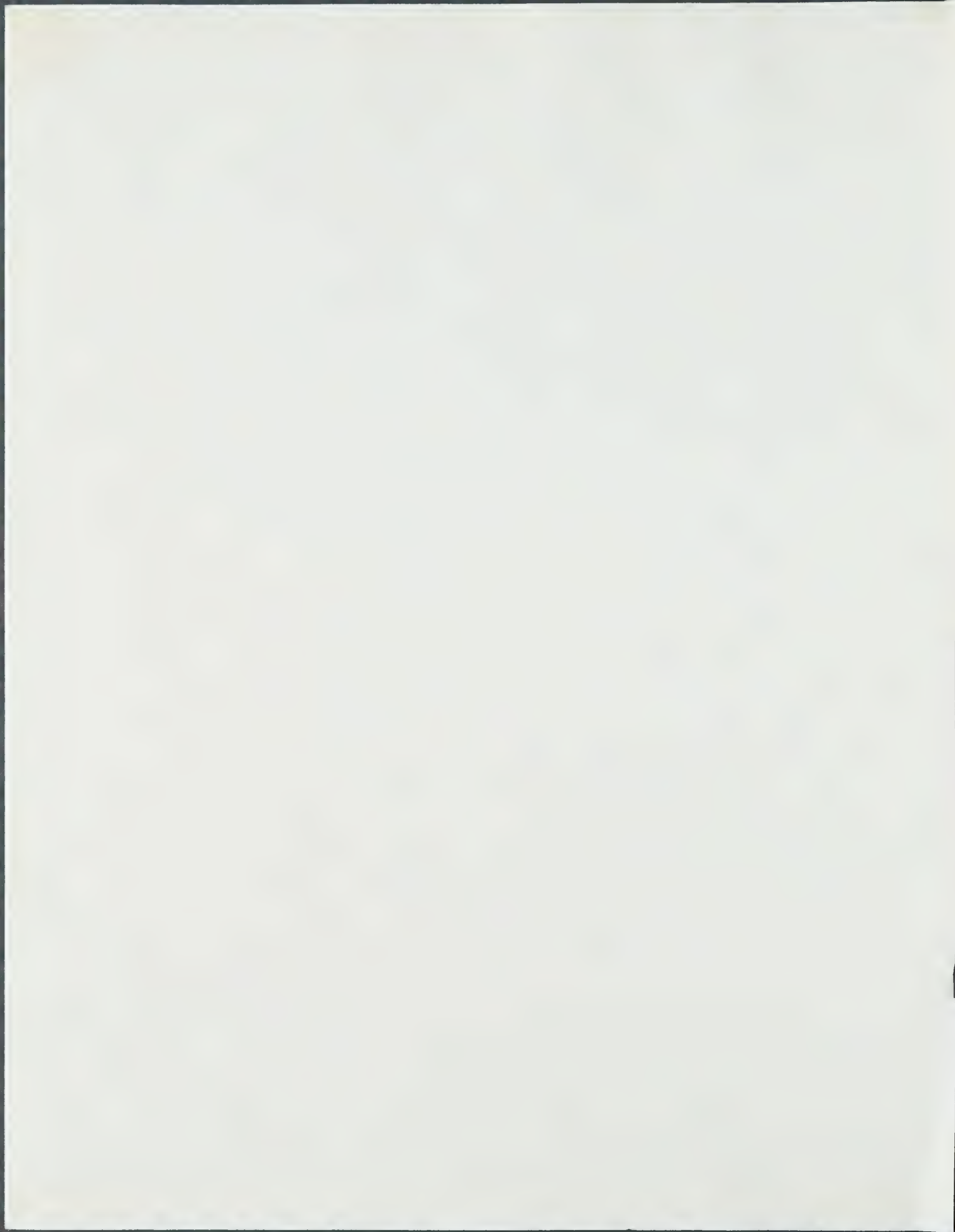
Payment and delivery instructions
 WE WILL CHARGE YOUR SAVINGS
 HOLD IN SAFEKEEPING-03
 SUBJECT TO TERMS ON REVERSE

000000000

CONFIRMATION AND ADVISE - INFORMATION ONLY
 Non-Assignable / Non-Negotiable

610-054 (7-84)

PLEASE RETAIN FOR INCOME TAX PURPOSES



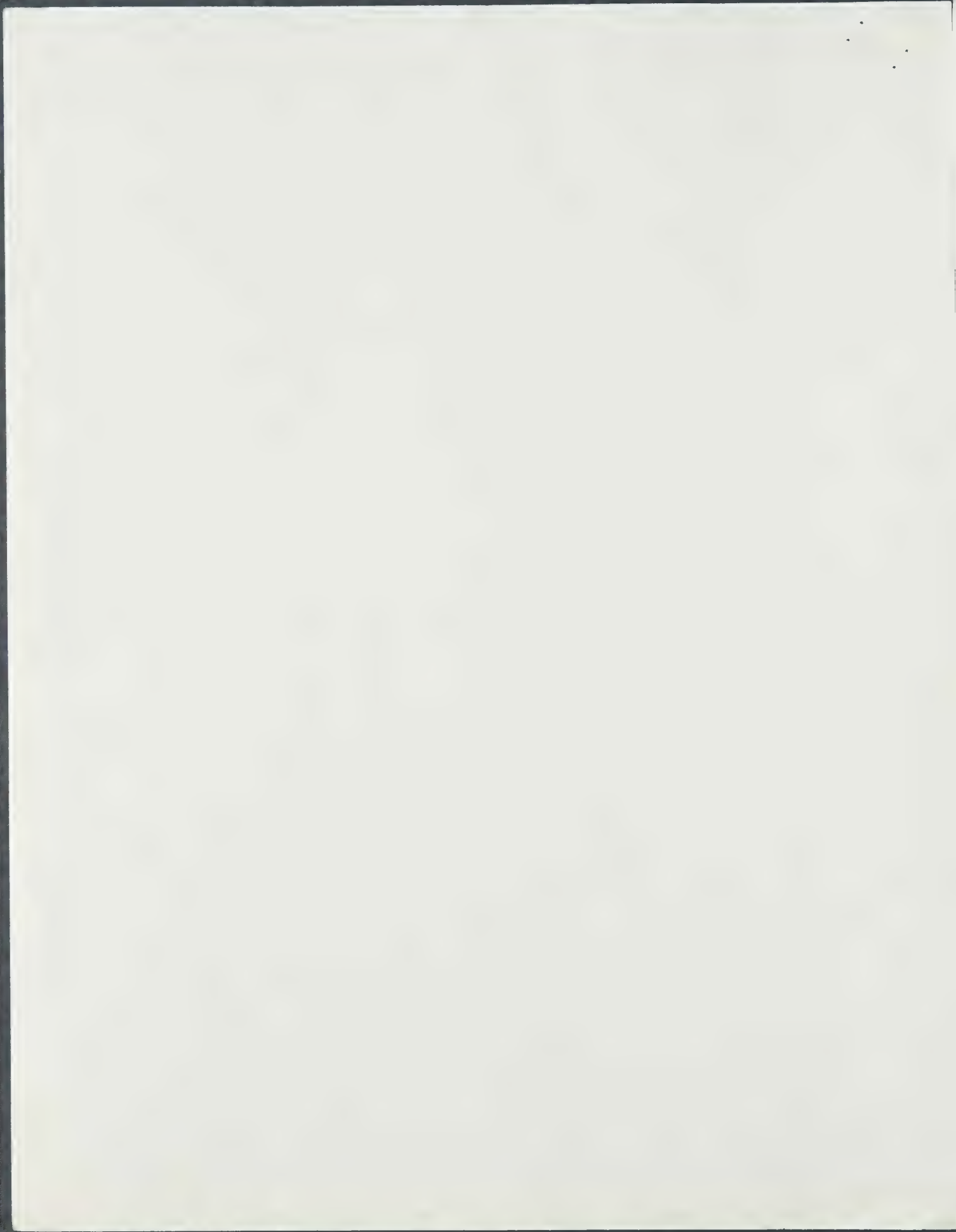
Rough Draft
AB:mmh
10/16/85

.When Selling
Beware Even of the Getty

There must be thousands of people around the world who would like to sell something of value--a work of art, a whole collection, a library--to the Getty, for no other organization has as much money that must be spent on art, and it is common knowledge how voraciously the Getty has been buying. To many of the sellers--often the widows or estates of art-historians and collectors--the Getty is the great hope. This account is written to urge such sellers to deal with the Getty Trust with caution and with the advice of counsel, and not to assume that the Getty Trust will always deal fairly--for as this shows, it doesn't.

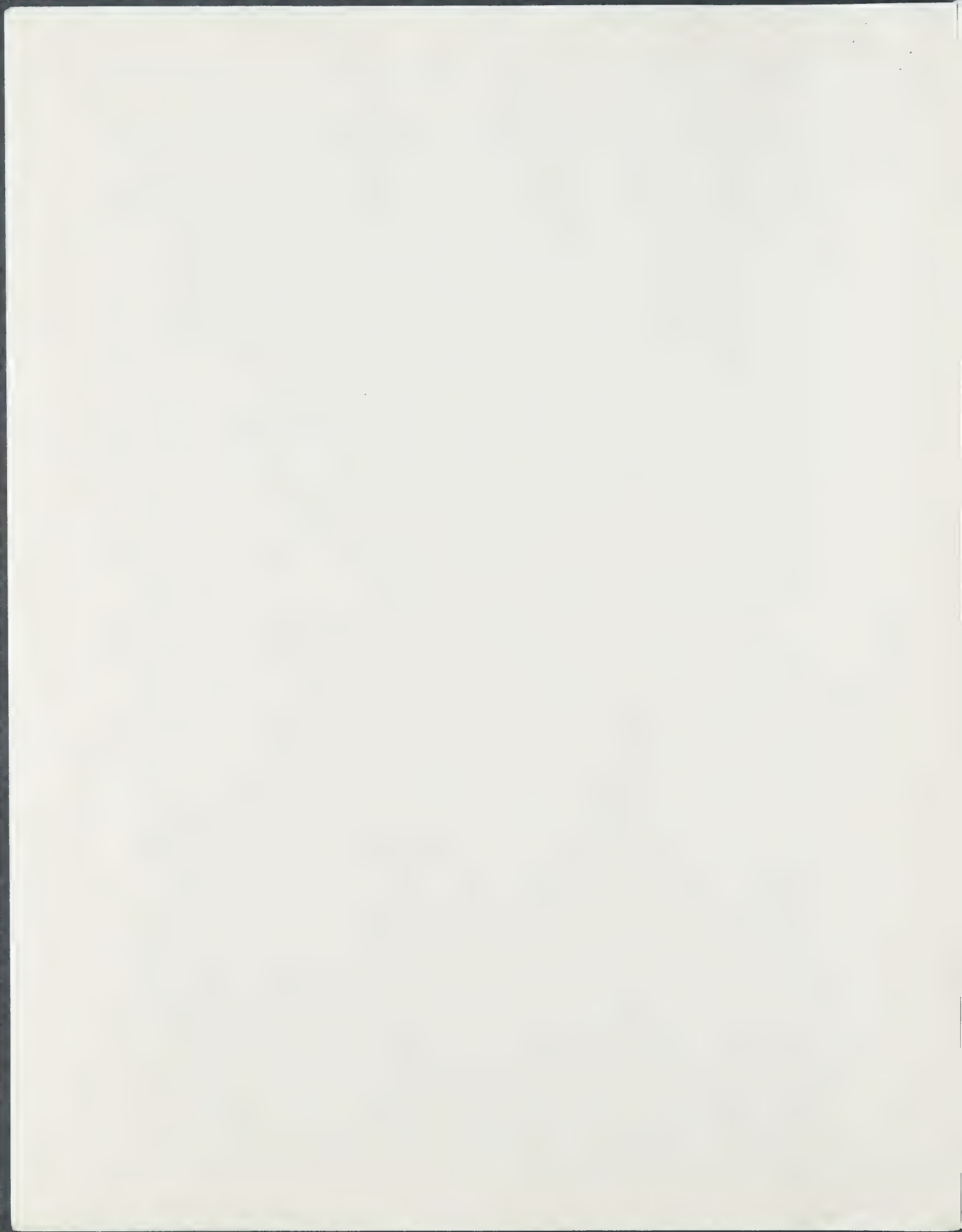
Professor Ulrich Middeldorf was one of the great art historians of our time. He left the chairmanship of the University of Chicago in 1953 to become director of the Kunsthistorisches Institut in Florence where he helped thousands of young art historians and collectors. His great connoisseurship was in Italian Renaissance art, but his knowledge was not limited to his specialty, and he was always willing to help everyone interested in art. Over the years he accumulated a wonderful art-historical library. In July of 1980, Professor Middeldorf sold his library to the Getty Museum with the proviso that he would be paid \$1000/month while keeping his library and that upon his death, the Getty Museum would have the library shipped to California, and the unpaid balance of the purchase price would be paid to Professor Middeldorf's widow. So far, so good--a willing buyer, a willing seller, a fair agreement.

Professor Middeldorf died in Florence in February of 1983. His American widow, Gloria Middeldorf, in her seventies and in poor health, was quite unfamiliar with business matters and had no counsel whatever about tax laws. Professor Middeldorf had repeatedly asked people at the Getty for tax



counsel, that had been denied, and neither he nor Mrs. Middeldorf had known where to turn for help. The Getty had the library picked up after Professor Middeldorf's death and Mrs. Middeldorf asked that the payments of \$1000/month be continued. Now, however, the situation had changed: The library was at the Getty and surely Mrs. Middeldorf should have been offered interest on the considerable balance due. Instead, Mrs. Middeldorf was sent a contract by Ms. Barbara J. Capodiecì, the Getty's Trust Counsel, saying, in paragraph 1, "The Getty agrees to pay the \$193,000 which it owes to Mrs. Middeldorf in monthly \$1000 installments. The unpaid balance of the total purchase price of \$1000 shall not bear interest." [The italics are mine.] Luckily, Mrs. Middeldorf also had the right at any time to demand payment of the balance due. Without counsel and without any financial experience whatever, she just signed this agreement in May of 1983.

When my wife and I visited her in June of 1984, Mrs. Middeldorf showed us the contract and asked for advice. Of course we pointed out that at \$1000 a month without interest, the principal would be gone within 16 years, whereas the interest that could be earned on the principal was about twice the \$1000/month, with principal intact. We urged her to ask the Getty for principal and accrued interest, and to invest this in U.S. government bonds. The Getty paid the principal, but we were astounded to learn that the Getty refused to pay interest. So I wrote to Harold Williams, the president of the Getty Trust, pointing to the absurdity of the contract, ending my letter with a personal appeal: "Keep in mind that the agreement was drafted by your attorney, that Mrs. Middeldorf, a woman in her seventies, was without benefit of counsel, and that less than three months had passed since her husband had died. As an attorney and former head of the SEC you will understand the implications of all this, and so I feel certain that you must have been unaware of the details of the contract, and will now be anxious to see this matter put right."

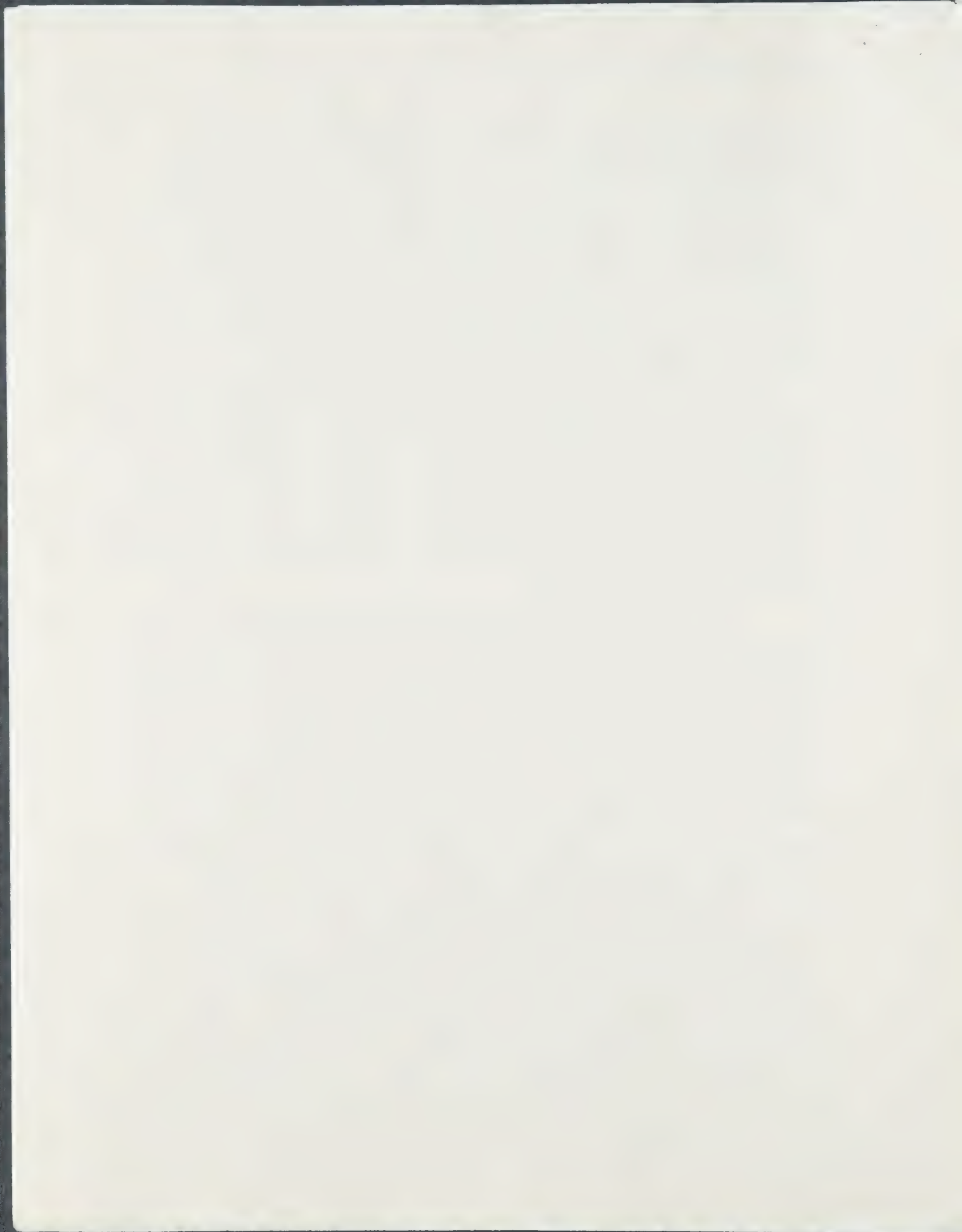


Unfortunately, I was mistaken in my faith in Mr. Williams. He replied promptly, alleging that the Getty had had the impression that Mrs. Middeldorf had tax professionals advising her and that she was very knowledgeable about her financial matters--both erroneous impressions. He wrote that no interest was due for the more than a year that the Getty held the principal because, "Funds being used to pay Mrs. Middeldorf are not in an interest bearing account"!

This reminded me of a statement attributed to Harold Williams [Industry Week, Sept. 3, 1984, p. 37] about the treatment of boards: "The way to handle boards is to treat them like a mushroom. Keep them in the dark, water them well, and cover them with horse manure." At least the last applied to Mr. Williams' treatment of Mrs. Middeldorf--his arrogance is not limited to boards of directors.

Of course I replied that "Mrs. Middeldorf had no counsel at the time she signed the Getty agreement and is certainly not knowledgeable about taxes or business matters. . .there is no just basis for depriving her of interest on the deferred payment while at the same time deducting \$1000 payments from principal." Mr. Williams had studiously refrained from commenting on the gibberish about interest in the Getty contract, and I simply cannot believe that the Getty board is financially so incompetent that it would leave almost \$200,000 lying for over a year without interest.

Mr. Williams disagreed, pointing to a letter Mrs. Middeldorf had written in April of 1983 in which she had asked that the \$1000/month payments be continued. However, there had been no reference to interest in her letter. Mr. Williams wrote, "We honored the transaction as she requested it. For you to be going around the art history community indicating that we have, in some way, taken advantage of a poor widow is totally inappropriate."



I had talked to two art historians whom I respect immensely, not "in some way" but by sharing the details of the Getty-Middeldorf contract. One is Prof. Seymour Slive, at Harvard University, who had received his Ph.D. from Professor Middeldorf at the University of Chicago; the other, Prof. Egbert Haverkamp-Begemann at the Institute of Fine Arts of New York University. Both tried to be most helpful, but to no avail. Prof. Slive talked to Mr. Williams personally. Prof. Haverkamp-Begemann wrote to Dr. John Walsh, the Director of the Getty Museum, stressing that my action is a plea for justice, and Dr. Walsh wrote to me kindly that he "felt the greatest regret that the Getty's behavior should be seen as callous" and he turned the matter over to the Director of the Getty Center, Dr. Kurt Forster, one of whose associates, Dr. Herbert H. Hymans, wrote to me that "since Mrs. Middeldorf has always had the option to receive the entire amount due her at any time, payment of interest would be inappropriate." The Getty staff loves the word "inappropriate," but logic is not improved by buck-passing: If you have \$200,000 in a bank, you can withdraw funds at any time, but should you lose interest on the balance? The Getty is not a bank, of course, but surely Mrs. Middeldorf should have received the interest earned by the Getty on her principal.

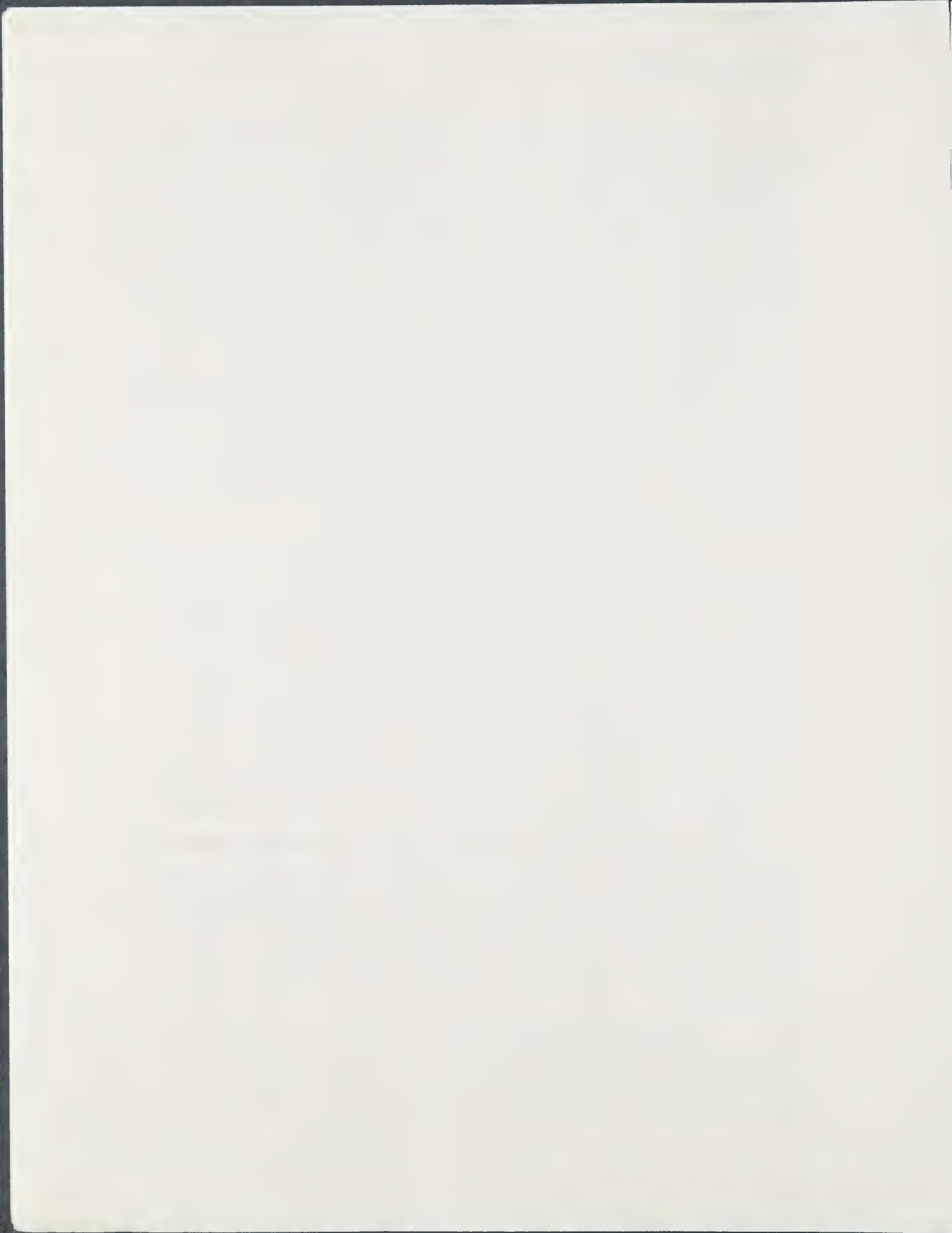
Prof. Haverkamp-Begemann put it most clearly when he wrote to Dr. Hymans: "It isn't what the Getty did, but what it didn't do." They didn't set out to deprive Mrs. Middeldorf, but they didn't ask the obvious questions, they wrote a nonsensical contract and, when challenged, tried defense purely by stonewalling. I replied to Mr. Williams in January, suggesting that, "we settle this unpleasant matter by submitting all the facts for arbitration."



In May, the curator of the Getty Museum, Dr. Ronald Laskin, a Milwaukeean whom I have known for many years, called me and when I asked him for help he inquired, "Why do you get involved; what business is that of yours?" I have asked myself that also, and I think that the answer is two-fold. There is a commandment in the Bible, in Leviticus XIX, "You shall not stand idly by the blood of your neighbor." I am convinced that a defenseless widow had been mistreated. Secondly, I feel guilty. For many years I visited Professor Middeldorf once every summer, arriving in Florence on the 5 a.m. train, and from 7 a.m. until late in the afternoon we discussed all sorts of art historical problems--and not once did I have the wit to ask him whether I could help him with business matters.

He was such a great person, who helped so many. As Dean Avraham Ronen of Tel Aviv University put it so clearly, "His heart knew no limits. He was always ready to listen to a young beginner, no less than to the greatest celebrity. You can hardly find an article or a book on Italian art that does not acknowledge Middeldorf's generous help in solving some of its problems, and only he could offer his advice and help to so many, because he knew so much." The novice collector, like myself in 1950, and the great art historians depended upon him. As Sir John Pope-Hennessy wrote [in Apollo, May 1983], "Ulrich Middeldorf was that rare thing, a scholar who realized himself most fully through the self-effacing encouragement and disinterested help he gave to other scholars." Such was Ulrich Middeldorf. Yet the Getty had the gall to stonewall his widow, and to deny her the interest due.

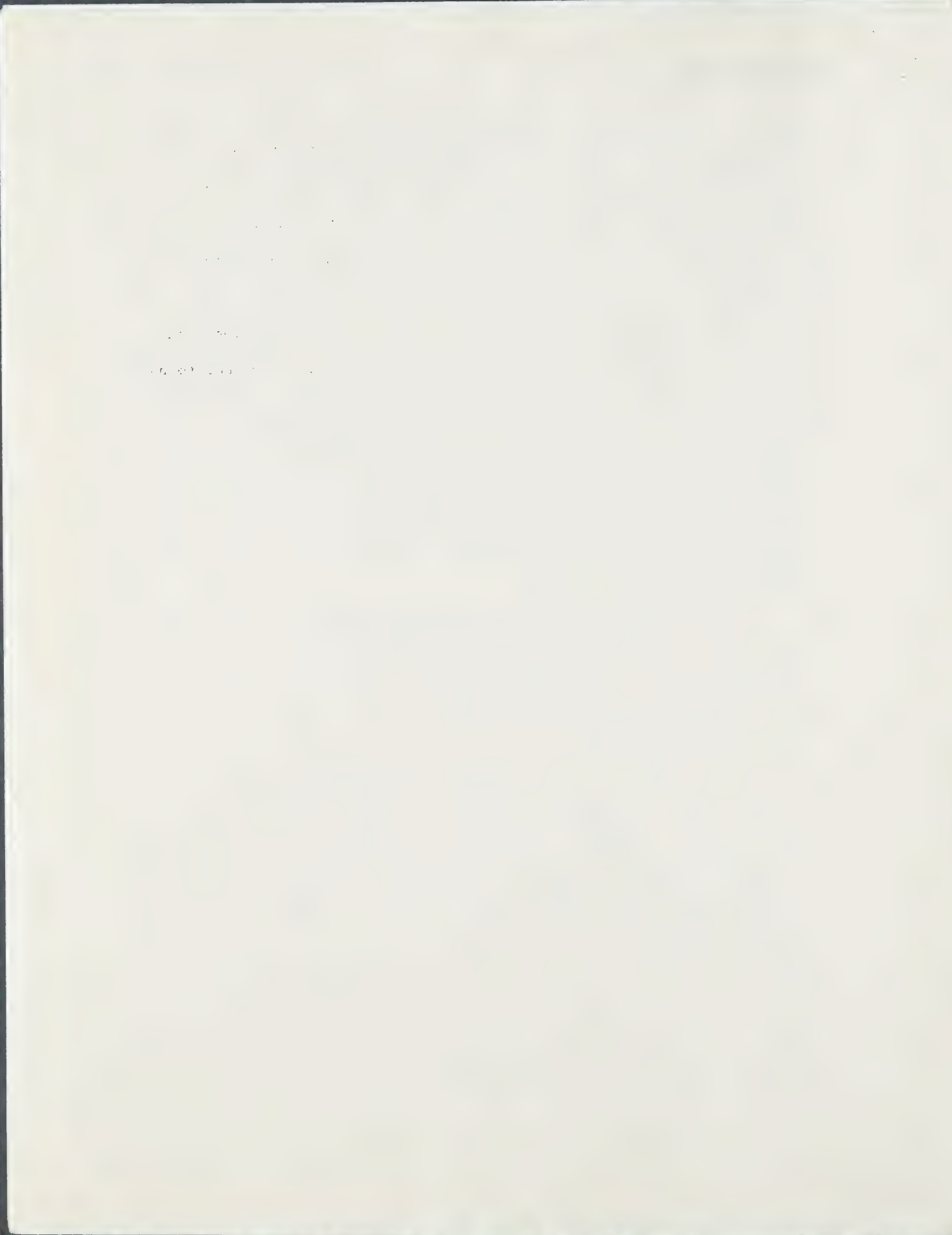
Clearly, Mr. Williams paid little attention to art historians. Hoping that he might listen more carefully to a fellow financier, I asked Jim Weinberg, a partner in Goldman Sachs and a director of the company of which I am



chairman, to speak to Mr. Williams--which he did in April. I had ended my last letter to Mr. Williams, "I am truly sorry that you are in such an unhappy corner--surely unhappy for Mrs. Middeldorf, for you, for me and for all who know about it. You must be a very able man to be in your position, and also very proud, and that makes it difficult for you to say, 'Perhaps there is more to this than met my eye at first.' Only a great man could now say, 'Yes, we could have done more to help Mrs. Middeldorf.' I hope that you have that greatness." That was on January 2. Finally, on June 4, Mr. Williams wrote to Mrs. Middeldorf that he regretted the misunderstanding and sympathized with her difficulties. He enclosed a check for \$26,800 for the interest on the unpaid balance. My wife and I learned of this one Sunday evening in June, while at a chemical convention in Frankfurt. It was one of the happiest evenings of our lives.

I don't believe for a minute that Mr. Williams or anyone else at the Getty set out deliberately to short change Mrs. Middeldorf. Why should they? They have to spend millions annually to remain a tax-exempt foundation, and the amount involved was so small.

Mr. Williams' first reaction to Mrs. Middeldorf's and my letters was that of many a proud bureaucrat who has to face serious criticism of people under him: Stonewall the critic. Mr. Williams never commented on the gibberish written by the Getty's attorney in the contract written by her. When stonewalling proved ineffective, Mr. Williams tried passing the buck--to Dr. Forster to Mr. Hymans who wrote that Mrs. Middeldorf was not entitled to interest because she could have withdrawn the principal at any time. At that point, I almost felt sorry for Mr. Williams--to be saddled with such incompetence in his associates.



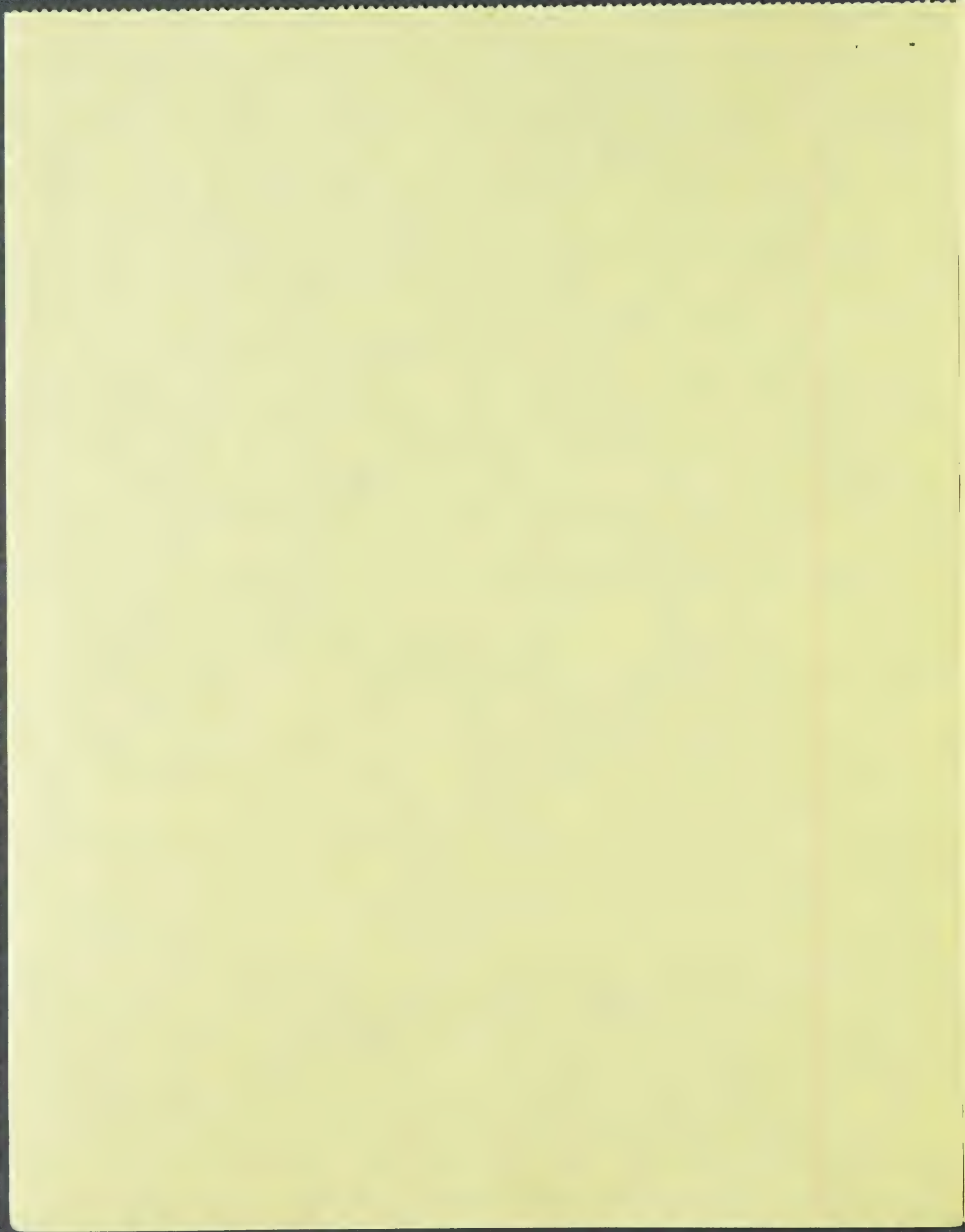
For many months the thoughts of some of the country's ablest art historians--Egbert Haverkamp-Begemann, Seymour Slive, John Walsh--made no impact on Mr. Williams whatever. Only when an eminent financier, Jim Weinberg, a partner in Goldman Sachs, interceded, did Mr. Williams listen.

All's well that ends well. But the lesson is that even when dealing with one of the wealthiest trusts in the world, it is good to have competent legal advice.

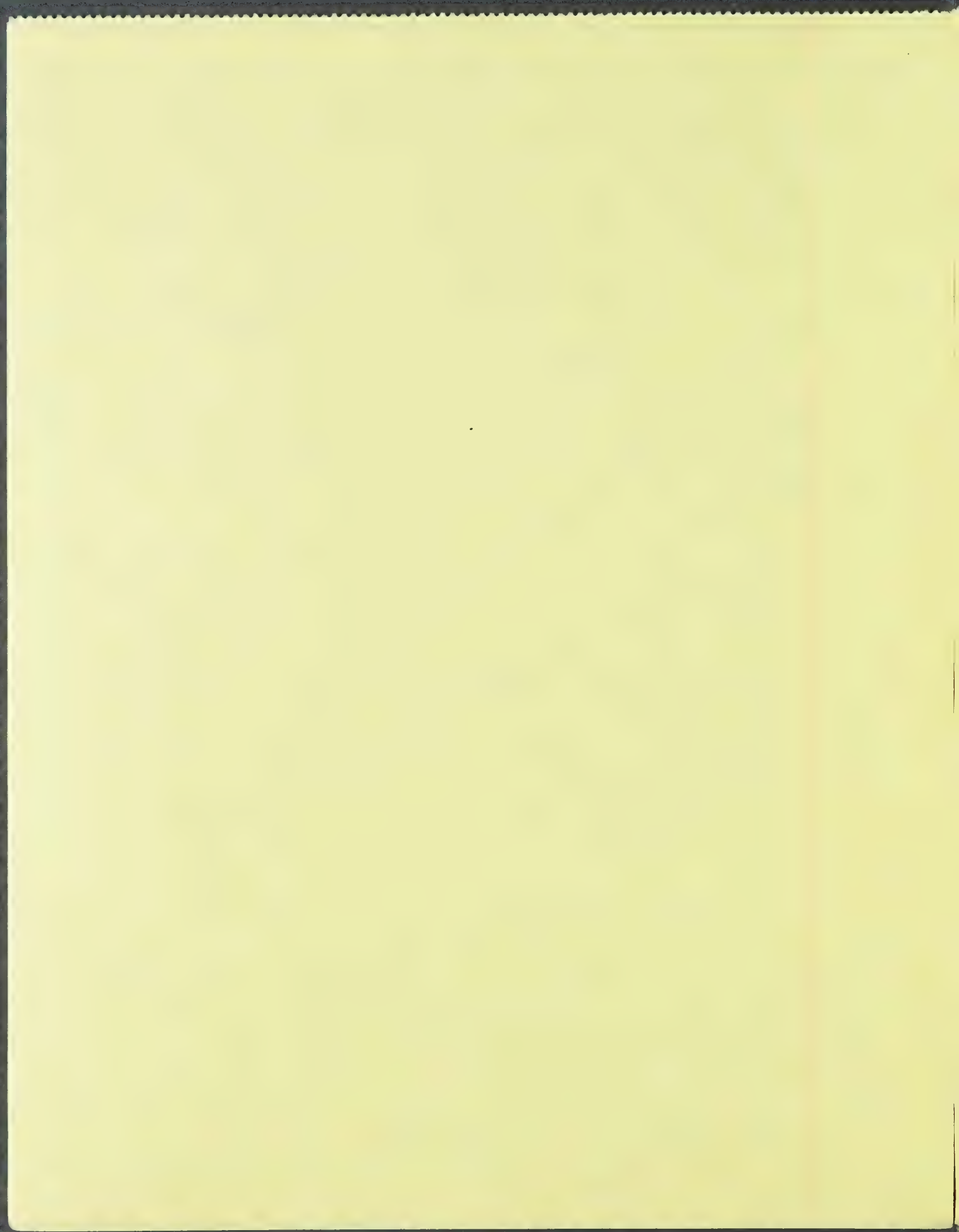


When selling
Because ^{Ever} of the Getty

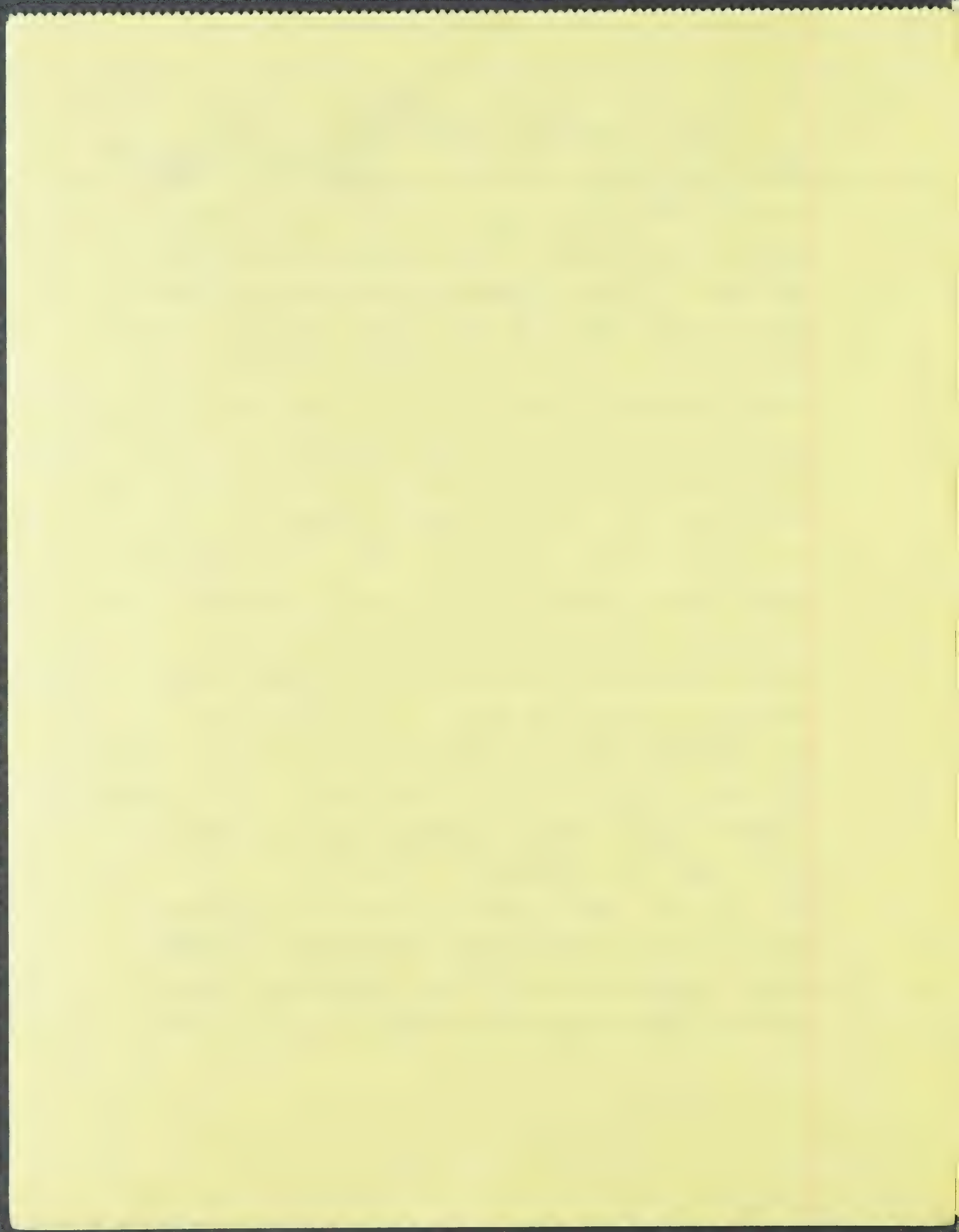
There must be thousands of people around
the world who would like to sell something
of value - a work of art, a white collection,
a library - to the Getty, for no other organization
has as much money that must be spent, and it
is common knowledge here locally, the Getty,
has been buying. To many of the persons - often
the artists or relatives of the ^{artists and collectors} -
the Getty is the great hope. They ^{do not} ^{written} ^{know} such
persons to ~~off~~ deal with the Getty Trust with caution
and with the advice of counsel, and not to assume
that the Getty Trust will always deal fairly - for
as the ~~it~~ shows it doesn't.



Professor Ulrich Middendorf was one of the great art-historians of our time. He left the chairmanship of the University of Chicago in 1955 to become director of the Kunsthistorisches Institut in Florence where he helped thousands of young art historians and collectors. His great ^{contributions} ~~expertise~~ was in Renaissance ~~art~~ ^{art}. But his knowledge and ~~connoisseurship~~ ^{connoisseurship} was not limited to his specialty, and he was always willing to help anyone interested in art. One day he gave me a wonderful art history library, some 15,000 volumes, many of great rarity. In July 1980 Professor Middendorf sold his library to the Getty Museum with the provision that he would be paid \$1,000,000 when buying his library and that upon his death the Getty Museum would have the library shipped to Los Angeles and the unpaid balance of the purchase price would be paid to P. of Middendorf's widow. So far so good - a willing buyer and a willing seller - a fair agreement.

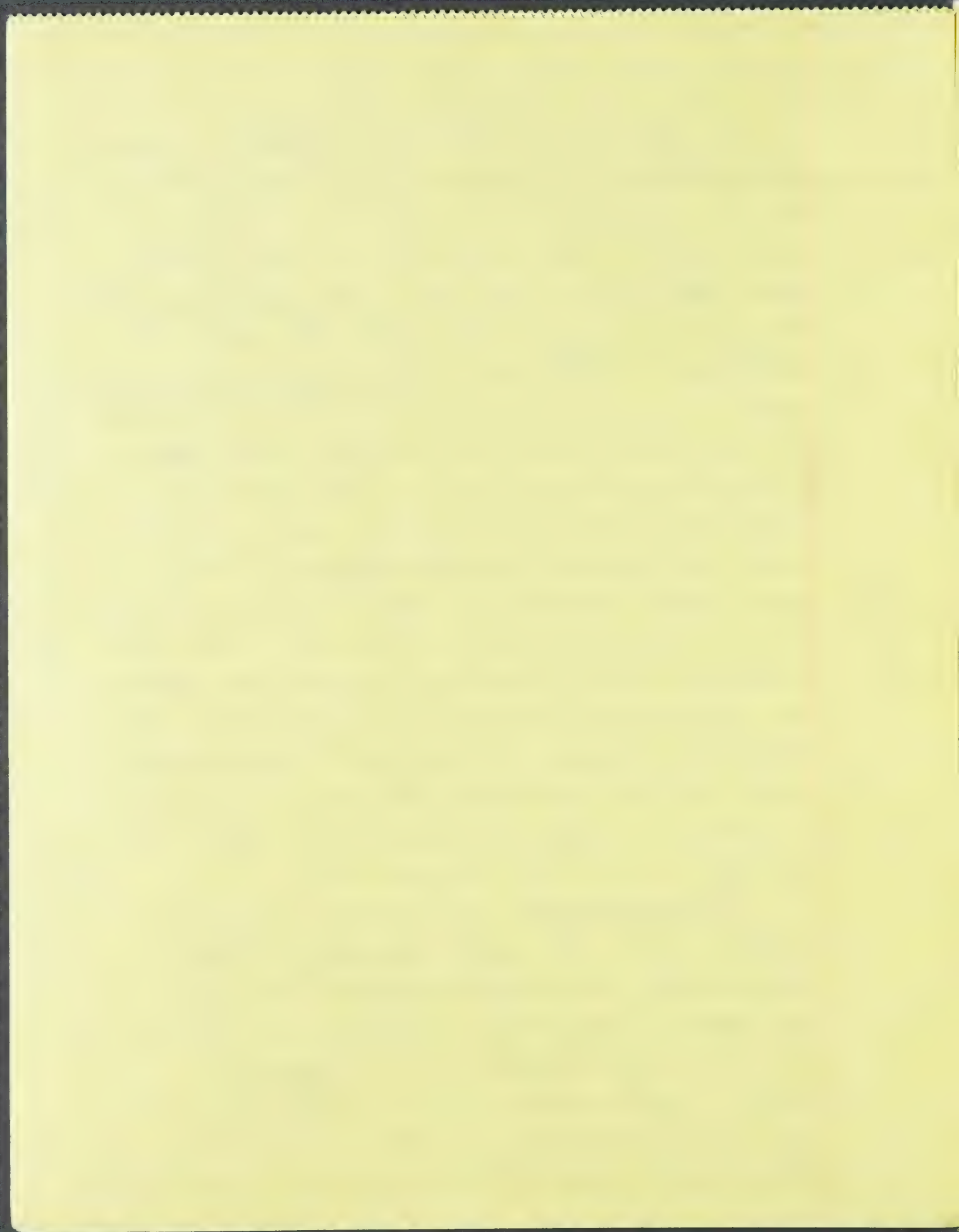


Prof. M. J. J. died in ^{in Rome} February 1953.
 His ^{widow} ~~widow~~ Gloria M. J. J. ~~was~~ ^{was} ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~United~~ ^{United} ~~States~~ ^{States}
^{and in poor health}
 was quite unfamiliar with business matters
 and had no counsel whatever about ~~the~~ ^{the} ~~or~~ ^{or} American
 tax laws. Professor M. J. J. had repeatedly asked
 people at the Getty for help ~~and~~ ^{and} ~~she~~ ^{she} ~~had~~ ^{had} ~~been~~ ^{been} ~~denied~~ ^{denied},
 and under the name of Mrs. M. J. J. had
 known where to turn for help. The Getty had the
 library picked up after Prof. M. J. J. died and Mrs. M. J. J.
 asked that the payments of \$1000 per month be continued.
 Now however the situation had changed. The library
 was at the Getty and surely Mrs. M. J. J. should have
 been offered interest on the considerable balance due.
 Instead, Mrs. M. J. J. was sent a contract by
 Mrs. Barbara J. Casper, the Getty's Trust
 Counsel saying, in part: "The Getty agrees to
 pay ~~of the balance due~~ the \$197,000 which it owes ~~to~~ to
 Mrs. M. J. J. in monthly \$1000 installments. The unpaid
balance of the total purchase price of \$1000
shall not bear interest." [italics in mine]. Luckily
 Mrs. M. J. J. also had the right at any time to demand
 payment of the balance due, ~~at any time~~. ~~Mrs. M. J. J.~~,
 without counsel and without any financial experience
 whatever ^{she} just signed this agreement in May 1953.



1934, ^{May 17} ~~the~~ When my wife and I visited ^{Her} ~~the~~ in June
 of course we pointed out that it ~~was~~ ^{was} ~~not~~ ^{not} ~~an~~ ^{an} investment
 without interest. He suggested I could see you within the
 year, ~~whereas~~ ^{whereas} the interest that could be earned on the ~~principal~~ ^{principal}
 was about twice the ~~investment~~ ^{investment}, ~~the~~ ^{with principal interest} ~~invested~~ ^{invested} ~~her~~
~~money~~ ^{the Getty} to ask for principal and accrued interest, and to
 invest this in US government bonds. ~~He~~ ^{The Getty paid the principal, but} ~~was~~ ^{was} ~~astounded~~
 to learn that the Getty refused to pay interest. ~~He~~
 I wrote to Oswald Williams, the president of the
 Getty Trust, pointing to the expediency of the interest,
 ending my letter with a personal appeal. "Keep in
 mind that the agreement was drafted by your attorney,
 that Mrs M, a woman in her forties, was without benefit
 of counsel, and that less than three months had passed
 since her husband had died. As an attorney and former
 head of the SEC you will understand the implications of
 all this, and so I feel certain that you must have been
 unaware of the details of the contract and ~~we~~ will now
 be anxious to see this matter put right."

* Unfortunately I was mistaken in my faith
 in Mr. Williams. He replied promptly, alleging
 that the Getty had had the impression that Mrs M
 had ~~not~~ ^{not} ~~tax~~ ^{tax} ~~professionals~~ ^{professionals} advising her and that
 she was very knowledgeable about her ~~financial~~ ^{financial}
 matters - not erroneous impressions ^{He ~~was~~ that} ~~no~~ ^{no} interest was
 due for the more than a year that the Getty had
 the principal because "Funds being used to pay Mrs M"



are not in the nicest bearing account"!

This reminded me of a statement attributed to Oswald Williams [Industry Week, Sept 3, 1984, p 27] whose ~~words~~ the treatment of bonds "the way we handle bonds is to treat them like ^{murder} keep them in the dark, write them down, and cover them with hope insurance". At least the last applies to Mr. Williams treatment of Mrs M - his recognition is not limited to bonds of directors

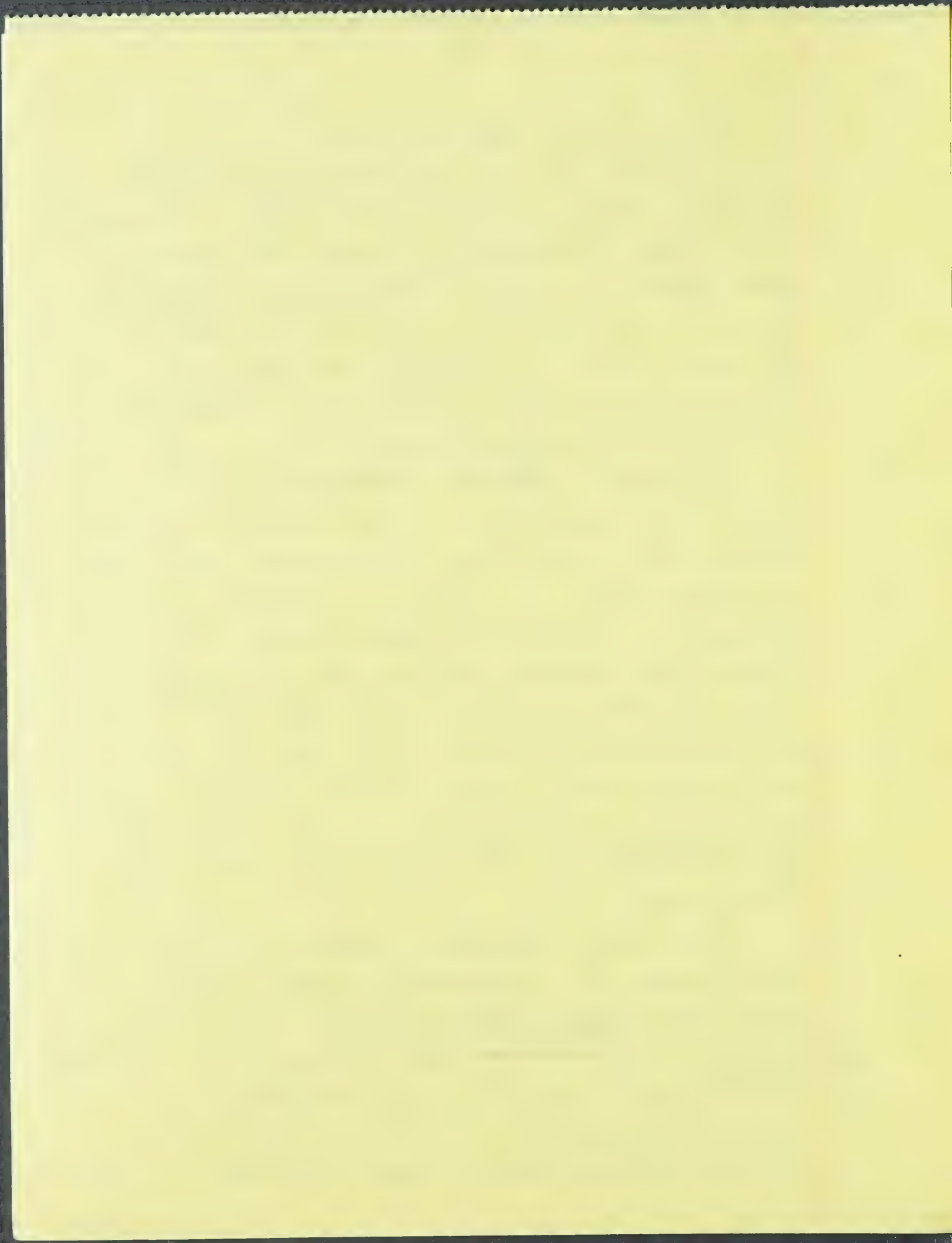
Of course > ^{applied} ~~discussed~~, pointing out that Mrs M had no interest in the time she spent in Getty agreement and is certainly not knowledgeable about taxes or business matters ... There is no just basis for denying her of interest in the deferred payments which at the same time deducting the \$1000 payments from principal. Mr. Williams had studiously refrained from commenting on the gibberish about interests in the Getty contract, and > simply cannot believe that the Getty bond is financially so inconsequential that it could leave almost ~~two hundred thousand~~ \$200,000 lying for over a year without interest.

Mr Williams disagreed, pointing to a letter Mrs M had written ~~in~~ April 1983 in which she had asked that the \$1000 monthly payments be continued. ^{However, there had been no} ~~but~~ ~~any~~ reference to interest in her letters.

Mrs. Williams wrote,

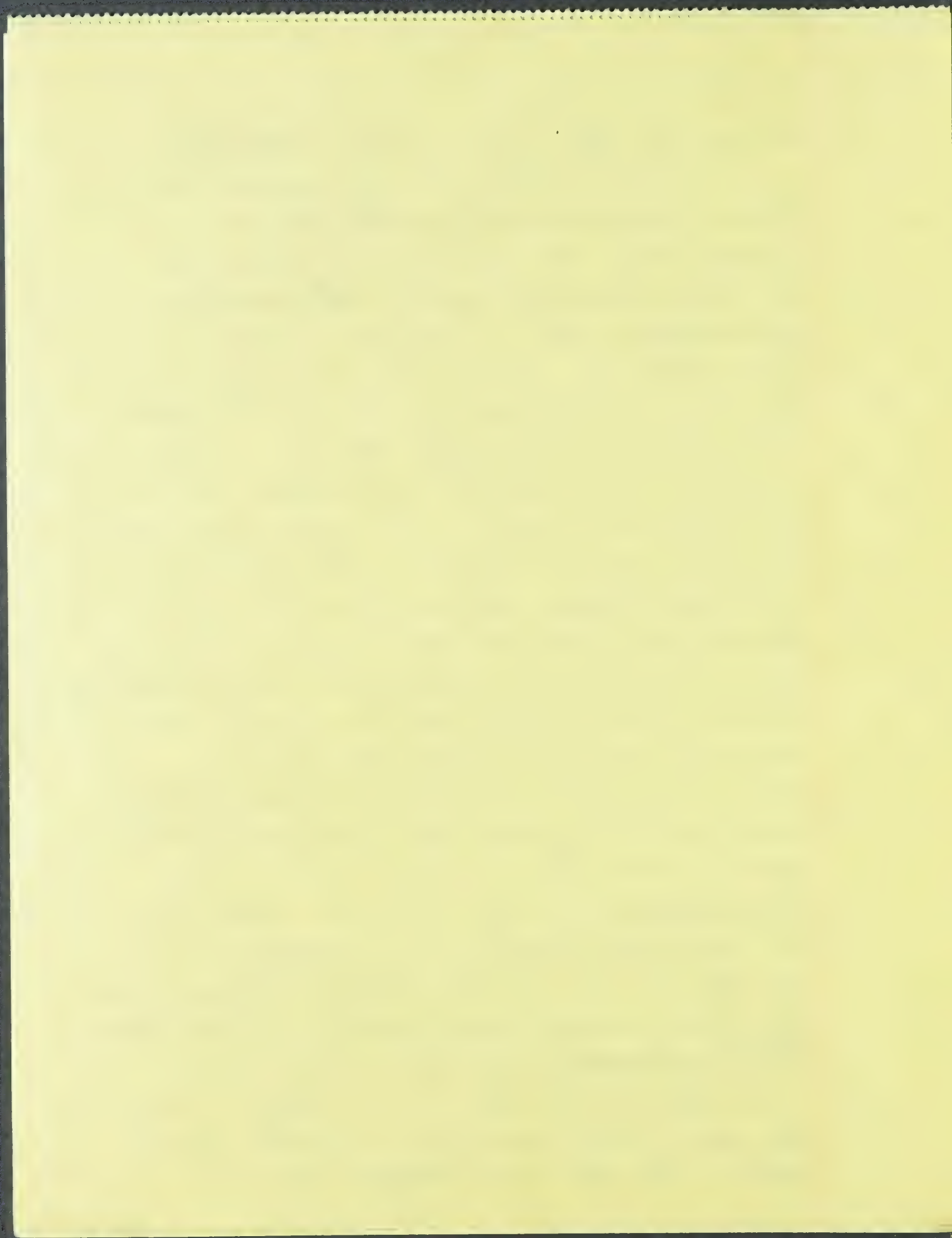
^

We honored the transaction as she requested it. For you to be going around the old history of comments by indicating that we have, in power money, taken



advantage of a poor widow is totally inappropriate."

I had talked to some witnesses whom I respect immensely, ~~and who have not~~ "in some way" but by showing the details of the Getty-Middledorf contract. ~~Both tried to be~~ ~~most helpful~~ One is Prof. Seymour Slive, at Harvard University, who had received his Ph.D. from Prof. M. at the U. of Chicago; the other Prof. E. Bruce Kirkham at the Institute of Fine Arts of New York University. Both tried to be most helpful, but to no avail. Prof. Slive talked to Mr. Williams' lawyer. Prof. Kirkham wrote to Dr. John Wright, the Director of the Getty Museum, stating that my action is a plea for justice, and Dr. Wright wrote to me kindly that he "felt the greatest regret that the Gettys behavior should be seen as callous" and he turned the matter over to the officers of the Getty Center, Dr. Kurt Foster, one of whose associates, Dr. Richard H. Stammers wrote to me that "since Mrs. M. has always had the option to receive the entire amount due her at any time, payment of interest would be inappropriate." The Getty staff uses the word "inappropriate", but logic is not improved by built-in-jurying: if you have \$200,000 in a bank, you can withdraw funds at ^{any time} ~~any time~~ ~~the total~~ but should you lose interest on the balance? The Getty is not a bank, of course, but surely Mrs. M. should have received the interest earned by the Getty on her ~~own~~ ~~principal~~



Prof. Haverkamp-B. put it most clearly when he wrote to Dr. Symons: "It is not what the Getty did, but what it didn't do". They didn't set out to deprive Mrs. M., but they wrote ~~non-peupical contract~~ didn't ask the obvious questions, they wrote a non-peupical contract and, when challenged tried defense purely by stone-walling. I replied to Mr. Williams in January, suggesting that "we settle this unpleasant matter by submitting all the facts for arbitration". ~~Mr. Williams has not replied.~~

AA

In May, the curator of the Getty Museum, Dr. Ronald Haskin, a Milwaukeean, whom I have known for many years, called me ~~and asked me angrily~~ ^{and when I asked him for help he injured,} "why do you get involved, what business is that of yours?". I have asked myself that also, and I think that the answer is two fold. There is a commandment in the Bible, in Leviticus XIX, 'you shall not stand idly by the blood of your neighbour'. I am convinced that a defenceless widow has been mistreated. Secondly, I feel guilty. For many years, I visited Prof. M. once every summer, arriving in Florence on the San. train, and from Jan. until late in the afternoon we discussed all sorts of art-historical problems - and not once did I have the wit to ask him whether I could help him with business matters.

quite
angrily

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He was such a great person, who helped so many. As Jean Abraham Bonev of Tel Aviv University put it so clearly "His heart knew no limits. He was always ready to listen to a young beginner, no less than to the greatest celebrity. You can hardly find an article or a book on Italian art that does not acknowledge Middeldorf's generous help in solving some of its problems; and only he could offer his advice and help to so many, because he knew so much". The novice collector, like myself in 1950 and the great art historians depended on him. As

XX F

~~for John Pope-Hennessy wrote to Mrs. M. "Art history is a funny vocation. It depends, far more than the outside world supposes, on the conjunction of personalities, and my productivity depended on Ulrich to a greater degree I think than either I or he recognized at the time". "The value of this relationship to me, in terms not just of knowledge important as that was, but of moral support and encouragement, is beyond anything my words can describe. From the day we first met after you return to Florence I have relied on Ulrich's judgement and criticism and affection, and the gap his death has left in my life is something that can never be filled."~~

As such was Ulrich Middeldorf. ~~but~~ ^{yet} he Getty had the gall to stone-wall his widow, and to deny her the interest due. ~~All I can pay is 'Pfui' and 'Because of the Getty,~~

XX As Sir John Pope-Hennessy wrote (in Apollo, May 1983)
"Professor Ulrich Middeldorf was that rare thing, a scholar
who realized himself most fully through the self-effacing
encouragement and disinterested help he gave to other scholars."

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