

FRANK E. TAPLIN
One Palmer Square
Princeton, NJ 08540
(609) 924-7900

February 20, 1976

Dear Howard:

When we last talked on the phone, I suggested that I would be happy to send you a draft of a resolution which you might send on behalf of the Institute's Board of Trustees to Millard Meiss's widow. On further reflection, however, I think it would be unwise for us to do this now, as it would foreclose discussion at our next meeting as to whether as a matter of policy the Institute should send this kind of communication to the widows of deceased faculty members. In other words, I don't think we should do anything now to predetermine the policy, and obviously if we were to send such a resolution now to Mrs. Meiss, we would want to do so in all future cases.

I hope you will agree, and I am sorry to have troubled you about it. Best regards always.

Sincerely,



Mr. Howard C. Petersen
135 South Broad Street
Philadelphia, PA 19109

✓cc: Dr. Carl Kaysen

cc. Prof. Thompson

October 22, 1975

Dear Miggy:

I write with pleasure to acknowledge the receipt on behalf of the Institute of Millard's slide projector. It will be of the greatest value to art historians and archeologists alike.

With warm appreciation.

Sincerely,

Carl Kaysen

Mrs. Millard Meiss
43 Maxwell Lane
Princeton, N.J. 08540

THE INSTITUTE FOR ADVANCED STUDY
PRINCETON, NEW JERSEY 08540

SCHOOL OF HISTORICAL STUDIES

Oct. 22/75

Dear Carl:

Mrs Meiss is
presenting to the Institute
Millard's slide projector, - a
machine that takes both large
& small slides. Irving and
I agree that it is well worth
accepting. Miggzy would
appreciate a note from you
acknowledging the receipt of
the projector to be presented
to the executor of the estate.
No need to mention its value.
One of the boys is to pick up
the projector on Friday morning.
Perhaps you could send the
note to Mrs Bagon who will

give it to the boy.

Yours

Horace

cc. Mr. Morgen

M & M Foundation
c/o Stroock & Stroock & Lavan
61 Broadway
New York, New York 10006
November 24, 1975

Professor Kenneth Setton
Chairman of Library Committee
Library, Institute for Advanced Study
Princeton, New Jersey

Dear Professor Setton:

Upon the death of Professor Millard Meiss of the Institute for Advanced Study, his professional library was bequeathed to the M & M Foundation.

M & M Foundation hereby donates and grants the major portion of the books constituting Professor Meiss' professional library to the Library of the Institute for Advanced Study. This grant is made upon the understanding that the books will be catalogued by the Library of the Institute, and a bookplate will be inserted in each book showing that the book was donated to the Library by Professor Millard Meiss. The M & M Foundation will provide such funds as may be mutually agreed upon by the Library of the Institute for Advanced Study and the Foundation, to cover the cost of preparing and inserting the bookplate.

If any books should be received by the Library of the Institute which, in the judgment of representatives of the Library of the Institute are not needed, those books shall be sold through reputable dealers or at auction in order to realize the fair value upon the sale; and the funds obtained through such sale shall be kept in a Millard Meiss Book Fund at the Library of the Institute for the purchase of books in the field of art history. Representatives of the Library of the Institute will consult from time to time with officers of the Foundation to carry out this program.

It is further understood that at a convenient time in the near future, Professor Setton and Mrs. Agar, the librarian of the Library of the Institute, will meet with Margaret L. Meiss, President of M & M Foundation, to determine mutually how best to have the shelf-list made of the books that are being granted hereunder, and to whom this work shall be entrusted.

M & M Foundation

By Margaret L. Meiss
President

The donation and grant hereinabove expressed is accepted, upon the terms which are stated herein.

Library, Institute for Advanced Study

By Carl Kaysen

cc: Dr. Carl Kaysen
Professor Irving Lavin

MERCER COUNTY
SURROGATE'S OFFICE

268 778 E00013.75CH
TRENTON, N. J. 08607 September 26, 1975

Estate of Millard Meiss, Dec'd

Cahill, McCarthy & Hicks, Esqs.

TO JOHN E. CURRY, SURROGATE, DR.

one will copy

\$13.75

RECEIVED PAYMENT

SEP 26 1975

JOHN E. CURRY
SURROGATE

Dr. Carl Kayser (IAS)
9/29/75

ekw

PLAIN COPY OF
LAST WILL AND TESTAMENT
of

.....MILLARD MEISS.....
Deceased

Docket No.75.905.....

ProbatedJune 23, 1975.....

Mercer County Surrogate's Court

75 905

JUN 23 1975

I, MILLARD MEISS, of Princeton in the County of Mercer and State of New Jersey, declare this to be my Will. I revoke all my prior Wills and Codicils.

FIRST: (A) I bequeath to my daughter ELINOR such of my books from my professional library as she may select within six (6) months after my death. Any books which my daughter does not select I bequeath to M & M FOUNDATION, INC.

(B) I bequeath all other articles of personal or household use or ornament that I may own at my death, including (without limitation) automobiles, silver, works of art, books (other than those referred to in paragraph (A) of this Clause FIRST), furniture, furnishings and equipment used in connection with my home, to my wife MARGARET L. MEISS if she survives me, together with all of my insurance in respect thereof. If my wife does not survive me, I bequeath said articles to my daughter ELINOR, if she survives me, but not including the painting referred to in paragraph (C) of this Clause FIRST.

(C) If my wife MARGARET L. MEISS does not survive me, I bequeath any interest I may have in a painting by Salvator Rosa to the Trustees of PRINCETON UNIVERSITY for its Art Museum, at Princeton, New Jersey.

(D) I empower my wife and my daughter to disclaim any one or more of the articles bequeathed by paragraph (B) of this Clause FIRST. I intend that each article passing under paragraph (B) shall

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be a separate legacy, as if I had fully described it specifically in a separate paragraph of this Will and had bequeathed that item separately. Accordingly, my wife or my daughter may disclaim any article under paragraph (B), and shall thereupon be deemed to have disclaimed a separate legacy, and in that event she shall be at liberty to accept any one or more of the articles specifically bequeathed under paragraph (B) of this Clause FIRST as separate and specific legacies. Any article disclaimed by my wife MARGARET L. MEISS shall pass to my daughter ELINOR, in the same manner as if my wife had predeceased me, or if my daughter is not living, the disclaimed article shall pass to M & M FOUNDATION, INC. Any article disclaimed by my daughter ELINOR shall pass to M & M FOUNDATION, INC.

(E) I direct that all expenses which may be incurred in arranging for the delivery of the bequest of my articles of tangible personal property shall be borne by my estate as an administration expense.

SECOND: I bequeath all of my professional photographs, including those of manuscripts, to M & M FOUNDATION, INC. The determinations of my Executors as to what items pass under this Clause SECOND shall be absolute and conclusive.

THIRD: (A) I bequeath Fifteen Thousand (\$15,000) Dollars to my son-in-law JOEL L. Siner, if he survives me.

(B) I bequeath Five Thousand (\$5,000) Dollars to HELEN M. FRANC, if she survives me.

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(C) I bequeath Five Thousand (\$5,000) Dollars to FRITZIE P. MANUEL, if she survives me, with gratitude and in appreciation of her work as my assistant while I was at Harvard University, and also for excellent contribution as Assistant Editor to my publications.

(D) I bequeath Five Thousand (\$5,000) Dollars to my nephew JOHN FRIEDMAN, if he survives me, or if he predeceases me to his issue who survive me, in equal shares per stirpes.

(E) I bequeath Five Thousand (\$5,000) Dollars to my nephew JAMES FRIEDMAN, if he survives me, or if he predeceases me to his issue who survive me, in equal shares per stirpes.

FOURTH: (A) If my wife MARGARET L. MEISS predeceases me, I devise and bequeath to my daughter ELINOR, if she survives me, all of my right, title and interest in and to all real estate which my wife and I own by tenants by the entirety or as joint tenants with the right of survivorship, located (i) in the Townships of Elizabethtown and Lewis in the County of Essex, State of New York, on Hurricane Mountain Road, and lying along Jackson Brook, and (ii) in the State of Florida at Emerald Beach Apartments, Marco Island (Apartment 64) which is a condominium. The foregoing devises and bequests shall include all the improvements with respect to the particular property and appurtenances thereto, all the equipment and facilities used in connection therewith, and all of my insurance in respect thereof. I empower my daughter

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to disclaim either of the devises and bequests to her under this Clause. I intend that each property passing under this Clause is a separate devise and bequest as if I had described it specifically in a separate paragraph and had bequeathed it separately from the other devises and bequests. Accordingly, my daughter may disclaim a particular devise and bequest and be at liberty to accept the other devise and bequest under this Clause. Any property which is disclaimed by my daughter shall pass to M & M FOUNDATION, INC.

(B) If my wife predeceases me, and the condominium which I own at Emerald Beach Apartments, Marco Island (Apartment 64) is subject to any mortgage or other lien, I bequeath to my daughter, if she survives me, an amount equal to the balance of the principal of such mortgage which is payable at my death. If any payment upon such mortgage should fall due before this legacy is paid to my daughter, I authorize my Executors to make the mortgage payment which has fallen due, and to deduct the principal amount thereof from the bequest to my daughter under this paragraph (B).

FIFTH: I bequeath to my wife MARGARET L. MEISS if she survives me, an amount which is equal to one-half of my adjusted gross estate as may be determined for Federal estate tax purposes (whether my Executors choose the date of death or alternate valuation date), reduced by the value of all property passing effectively under the prior provisions of this Will to my wife and

also reduced by the value of all property, including insurance on my life, which may have passed outside of this Will to or for the benefit of my wife and which is includible in my gross estate for Federal estate tax purposes and which qualifies for the marital deduction. It is my intention that this bequest shall constitute a pecuniary legacy and that it shall not participate in increases and decreases which may occur during the administration of my estate (except such increases and decreases as may be reflected in determining one-half of my adjusted gross estate under the alternate valuation, if my Executors choose the alternate valuation date). I empower my wife to disclaim this bequest, and if she does so it shall pass as part of my residuary estate.

SIXTH: I devise and bequeath the residue of the property that I may own at my death, real and personal and wherever situated, to M & M FOUNDATION, INC.

SEVENTH: All inheritance, succession, transfer and estate taxes (including foreign taxes, and any interest and penalties) payable by reason of my death in respect of all items included in the computation of such taxes, whether passing under or outside of the provisions of this Will, shall be paid by my Executors as if such taxes were expenses of administration, without apportionment or reimbursement from any beneficiary, and charged against and paid out of my residuary estate.

EIGHTH: (A) I name my wife MARGARET L. MEISS to be my Executor.

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(B) If my wife fails to qualify or ceases to serve as Executor, I name my daughter ELINOR SINER and ALAN M. STROOCK to be Executors. If ALAN M. STROOCK should fail to qualify or cease to serve as Executor, I name JEROME A. MANNING to serve as Executor in his place.

(C) Each individual serving from time to time as an Executor (including each individual who may be appointed pursuant to this paragraph) may appoint any person or bank or trust company to serve as such Executor's successor. I also empower the person or persons serving from time to time as Executor or Executors, acting jointly if more than one is serving, to appoint any person or bank or trust company to serve forthwith as an additional Executor. Appointments shall be by instrument filed with my Executor then in office. Any such appointment of a successor to take effect in the future may be revoked by instrument in writing so filed by the person who made the appointment at any time before the successor qualifies, and any revoked appointment may be superseded by a new appointment. Notwithstanding the foregoing, no appointment of a successor Executor shall be effective if his or her successor who is named above in this Clause qualifies as such successor pursuant to the foregoing provisions of this Clause.

(D) I direct that no bond or other security shall at any time be required of any Executor, including any who is appointed under the provisions of this Clause, regardless of the State of residence of such Executor.

(E) Any Executor may at any time resign by written instrument delivered to the co-fiduciaries then in office, or if no co-Executor be in office, then to the fiduciary who may succeed such resigning Executor pursuant to the foregoing provisions of this Will.

(F) All management and investment powers shall remain exercisable until distribution of my estate has been completed.

(G) Any Executor serving at any time may sign checks or instruments of transfer or give instructions for the purchase or sale of securities or perform other ministerial acts on behalf of my estate.

(H) No one dealing with my fiduciaries need inquire concerning the validity of anything done by them or upon their order.

NINTH: In addition to the powers granted by law, I grant to my Executors full power to do everything in administering my estate that they deem advisable, to the full extent that an individual owning property would have and without prior court authority, including power:

(A) To continue to retain so long as they deem advisable, and to acquire by purchase or in any other manner, any kind of real property and personal property, or undivided interests therein, including (without limitation) common and preferred stocks, secured and unsecured obligations, interests in investment companies and discretionary common trust funds, any in-

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terest in a partnership (whether as a general or limited partner) or joint venture, options, oil and gas and mineral interests, and property which is outside of my domicile or the United States--all without diversification as to kind or amount, and without being limited to investments authorized by law for the investment of estate or trust funds.

(B) To sell for cash or on credit (at public or private sale), exchange, mortgage, lease for any period (either as landlord or tenant and including renewals of the term) and modify, extend or cancel leases, grant options, refinance mortgages on property and subordinate their interest to the interest of a lender, all regardless of statutory restrictions, or otherwise dispose of or deal with any real or personal property, in such manner and upon such terms and conditions as they may deem advisable; and to do everything with respect to interests in any property that any individual owner may do.

(C) To pay legacies and distribute in kind or in money, or partly in each, even if distributed shares be composed differently, and for such purposes their allocations and determinations shall be given effect if reasonably made.

(D) To engage accountants, appraisers and other experts and legal counsel; to employ agents, custodians of the assets and other assistants; to engage and rely on investment counsel, and in the discretion of my fiduciaries, to grant discretionary investment authority to investment counsel; and to remunerate and pay the expenses of such persons.

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(E) To renew, assign, modify, extend, compromise, abandon or release, with or without consideration, or submit to arbitration, obligations or claims held by or asserted against my estate or which affect estate assets, all as may seem advisable to my Executors.

(F) To hold property in the names of nominees, or so that it will pass by delivery, or in the name of my corporate fiduciary without disclosing any fiduciary capacity.

(G) To borrow money, from others or from my Executors or any of them individually, for the payment of taxes, debts or expenses, or in purchasing real or personal property, or for any other purpose which in the opinion of my fiduciaries will benefit the beneficiaries or will facilitate the administration of my estate, and pledge or mortgage property as security for such loans; and to subordinate their interest in any property to the interest of a lender; and if money is borrowed, from others or from any Executor individually, to pay interest thereon; to continue any debt or guarantee of mine, including any debt or guarantee owed to any of my fiduciaries individually, and any pledge or mortgage securing it.

(H) To remove, transfer or deposit any of the personal property forming part of my estate, to any place in the world as my fiduciaries may deem advisable for the safekeeping thereof, without bond or prior court approval.

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TENTH: My Executors may contract with any firm (including a law firm) of which any person serving as a fiduciary hereunder (including one who is a lawyer) may be a member, on behalf of my estate, as if such fiduciary was a stranger, but in such instances my other Executors shall act alone in making such contracts. This provision is designed, among other things, to enable fees for legal services to be paid from time to time by my Executors without prior judicial authorization and before any accounting.

ELEVENTH: My Executors may pay any cash legacy bequeathed by this Will, in cash or in kind, as soon as they may deem it practicable, even before the expiration of the period allowed by law for the presentation of claims. The determinations of my Executors in paying such legacies shall be absolute and conclusive.

TWELFTH: My Executors may pay a minor's legacy on behalf of the minor to a parent of the minor or anyone with whom the minor may reside or a custodian for the minor under the Uniform Gifts to Minors Act. Payment shall be made without the intervention of a guardian, without having to require a bond and without having to see to the disposition of the legacy. The receipt of the person to whom the legacy is paid shall be a complete discharge to my Executors in respect thereof. If my Executors determine to make payment to a custodian for the minor, my Executors may select any eligible person or trust company to serve as the cus-

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todian, even one of my Executors.

IN WITNESS WHEREOF, I have signed and
sealed this Will consisting of eleven pages this
day of July 31, One Thousand Nine Hundred Seventy-Four.

Millard Meiss (L.S.)

On the date last above written; at 43 Maxwell Lane,
Princeton, N.J., while we were all in his presence
and in the presence of each other MILLARD MEISS subscribed
the foregoing, declared it to be his Will and requested
us to sign as witnesses thereof. Immediately thereafter
while we all remained in his presence and in the presence
of each other, we signed as such witnesses.

Mark L. Win residing at 108 North Holly Ave

Lincoln, New Jersey 07039

Burt A. Hickman residing at 13 Euclid Ave

Maplewood New Jersey 07040

_____ residing at _____

January 20, 1976

Dear Paula:

Thanks very much for your letter of 17 January. I am glad to have a report on what you have done, and it is clear that you have been very helpful. I will talk to Mrs. Agar as soon as I can about the next steps, and we will certainly be mindful of your availability after 1st of May. I can understand that trying to do work on weekends would be difficult during term times.

Enclosed is the Institute's check for \$615.

Sincerely,

Enclosure

Carl Kaysen

Ms. Paula Spilner
110 Morningside Drive, Apt. 43
New York, New York 10027

file
Meiss

17 January 1976

Dear Dr. Kaysen:

The following is a summary of what I have accomplished in preparing Professor Meiss's library for transfer to the Institute.

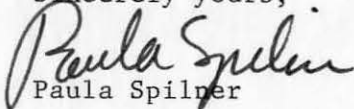
1. An inventory has been made of all books and periodicals in Professor Meiss's office (c.1500 titles). This working list has been checked against Institute holdings to identify duplicates. The books remaining in the office have been arranged in three categories:
 - a. to be retained by IAS. For each title, two working record slips have been made, one remaining with the book, the other for library use in preliminary cataloguing.
 - b. duplicates
 - c. A small group of books which are probably inappropriate or of limited value for the HS Library, to be reviewed by Mrs. Agar
2. Approximately 400 books and catalogues from Professor Meiss's home study have been similarly processed and moved to the library. Approximately 1200 books remain in the study.
3. A section in the cage in the basement of the Library has been allocated for Meiss books. As soon as Mrs. Meiss has made her final decisions on the books remaining in the office, all of these can be transferred to the cage.

We had originally discussed the possibility of my continuing to work on weekends after the beginning of the semester, but in view of my academic commitments, I realize that this is not really feasible. I will, however, be available to work after May 1, if you should decide that you would like me to continue the project over the summer.

In any case, the library staff can now proceed with the pre-cataloguing of the books which have been inventoried, making them available to members and avoiding duplication of ordering.

From December 22 to January 17 I worked a total of 123 hours, at \$5.00/hour. I would appreciate it if my check could be sent to me in New York.

Sincerely yours,


Paula Spilner

110 Morningside Drive Apt.43
New York, New York 10027

cc. Mrs. Agar

December 3, 1975

Dear Miggy:

Paula Spilner is unable to come to Princeton this weekend, but she can come next. Accordingly, I have made a date for her to see you at your house on Saturday, the 13th, at 2:30 p.m. If this is not convenient please let me know, if it is she will turn up at that time.

Sincerely,

Carl Kaysen

Mrs. Millard Meiss
43 Maxwell Lane
Princeton, New Jersey 08540

Paula Spilner

(212) 866-4105

Sat 13 2 30 PM

BY HAND

December 1, 1975

Dear Miggy:

I think I found the ideal assistant for the task of making a shelf list of the books. She is Paula Spilner, now a graduate student in art history at Columbia. She had worked here at the library for a couple of years before starting her graduate work. She thus has the advantage of some substantive knowledge of the field and the books, and a familiarity with the way things are done in the Institute library. Nan Agar recommends her very strongly as does Irving Lavin, who knows her from her work in the library. She made a very favorable impression on me when I interviewed her Saturday. She will be available for almost four weeks during the Christmas break at Columbia, and is willing to work as hard as she can at that time. I think she should be able to finish the job, or almost finish it, and she is ready to add a few weekends afterward should that prove necessary. She asks what I consider the reasonable pay of \$5.00 an hour, and what is more important she looks forward to doing the job because of her admiration for Millard, her involvement in the subject, and her feelings for the Institute.

Please let me know how this strikes you and whether you would like to see her before making a definite commitment. If so, I will see if I can arrange that perhaps next weekend since she is down from New York only on weekends.

Sincerely,

Carl Kaysen

Mrs. Millard Meiss
43 Maxwell Lane
Princeton, New Jersey 08540

Ms Paula Spilner
110 Morningside Drive, Apt. 43
New York, N.Y. 10027

(212) 866-4105

November 26, 1975

Dr. Kaysen

Mrs. Agar said she spoke to Paula Spilner this morning and Paula is willing to work starting Monday, Dec. 22 until Jan. 19 (with naturally a break for Christmas & New Year's days). In that time she feels she can check, separate duplicates and establish entrees, and complete the work. If necessary, after 19 Jan. should could work during weekends.

She can be reached at the attached number between 9:00-9:30 a.m. She will be in Princeton this Friday and Saturday, and if you wish to reach her then please let Mrs. Agar know.

Aida