

## Cornell Journal of Law and Public Policy

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Volume 26  
Issue 3 *Spring* 2017

Article 4

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### Recommended Citation

Buskirk, Martha (2017) "Public Experience/Private Authority," *Cornell Journal of Law and Public Policy*: Vol. 26 : Iss. 3 , Article 4.  
Available at: <http://scholarship.law.cornell.edu/cjlp/vol26/iss3/4>

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## PUBLIC EXPERIENCE/PRIVATE AUTHORITY

*Martha Buskirk\**

“A beam on its end is not the same thing as the same beam on its side,” wrote Robert Morris in his 1966 *Notes on Sculpture, Part II*, succinctly articulating the degree to which, in the context of minimalism, the identity of a work does not reside in a self-contained physical form, and is instead deflected outward to the relationship established between object and surrounding space.<sup>1</sup> It also happens that Morris was not necessarily concerned about whether the simple geometric shapes he created during the mid-1960s as part of his exploration of the viewer’s spatial and temporal experience maintained a continuous physical existence. To the extent that the work could be disassembled and built again as needed (the same configuration, but different plywood and gray paint), this alternate way in which the same work might not be the same links his profoundly physical expression with a form of dematerialization more often associated with conceptual art.

There is an obvious debt to minimalism in the ways that Félix González-Torres’s work occupies the environment traversed by the viewer—with the stacks of paper and candy sitting directly on the floor, or the interplay between work and setting for the light strings and bead curtains. Yet it is equally clear that many of González-Torres’s pieces can vary quite dramatically and still be understood as the same work of art. In addition to the decisions made by curators and collectors for each initial installation, there are ongoing changes to the candy arrangements and paper stacks as a result of viewer interaction. Public participation is an essential element, particularly in relation to the invitation to pick up a wrapped sweet or a sheet of paper. Even so, the work is also intensely private with respect to the bond established between artist and owner via

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<sup>1</sup> ROBERT MORRIS, *Notes on Sculpture, Part II*, in *CONTINUOUS PROJECT ALTERED DAILY: THE WRITINGS OF ROBERT MORRIS* 11, 20 (1993).

private documents that articulate the work's key elements and parameters.

What are the defining characteristics of this work, and what changes can be tolerated? Some information comes from the material's description, and more from ongoing exhibitions and scholarship. But the ultimate unity derives from the private information of the certificate, which is divulged to the owner but not to the members of the public whose interaction is, in other respects, crucial to the functioning of the work. It is therefore important to situate González-Torres's work in relation to both minimal and conceptual precedents—with certificates playing an important behind-the-scenes role for many minimalist works involving ready-made or industrially fabricated components, and foregrounded in the context of conceptual strategies that emphasized the primacy of idea over physical manifestation.

In the case of González-Torres's 1991 "*Untitled*" (*L.A.*), the viewer who encounters an array of green candy in a gallery will have little access to information indicating the relative importance of the flavor or shape of the individual elements (which are recorded as squarish in certain photographs). And what about some of the variants prior to its 2015 auction sale, when it was purchased by the Crystal Bridges Museum for over \$7 million? Although the auction house photograph depicted a long, narrow rectangle of candy arranged across the floor in a shallow layer, the work has also been documented in a much more jagged line at the Modern Art Museum of Fort Worth, or in the bathtub of former owner Howard Rachofsky's Richard Meier-designed house (with the latter two installations both appearing to exceed the 50 pound ideal weight listed for the work).

But this is not just a matter of certificates. During a 2008 visit to Museum of Modern Art (MoMA), for example, I was quite surprised to encounter Claes Oldenburg's *Floor Cone* squished upside down in a corner rather than laid out across the floor as it appears in an often-reproduced image from its first showing at the Green Gallery in 1962, and I was left wondering how much liberty the curator was taking. In this case, however, it was fairly easy to identify several precedents, including a later public sculpture comprised of an upside down cone extending outward from the top corner of the building to which it was attached<sup>2</sup> and, more directly relevant, *Floor Cone*'s 1963 appearance in the inverted position at the Dwan Gallery in Los Angeles.<sup>3</sup>

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<sup>2</sup> See Claes Oldenburg & Coosje Van Bruggen, *Dropped Cone*, *Neumarkt Galerie, Cologne* (2001), <http://oldenburgvanbruggen.com/largescaleprojects/droppedcone.htm>.

<sup>3</sup> Photographs from Oldenburg's October 1–26, 1963 exhibition at the Dwan Gallery are held by the Archives of American Art. ARCHIVES OF AMERICAN ART, <https://www.aaa.si.edu/collections/dwan-gallery-los-angeles-california-and-new-york-new-york->

Scholarship emphasizing the social history of art provides ample demonstration of the various ways that art can acquire different interpretations over time, as it moves through history and is experienced by changing audiences. Less obvious, however, is a behind-the-scenes process whereby shifting expectations and interpretations can result in transformations to a work's physical appearance due to conservation and presentation decisions. The ongoing process of defining a work, after its ostensible moment of production, can include varying degrees of involvement by artists, collectors, conservators, curators, and estates. In many instances, these later decisions reflect what could be described as trade knowledge, with the version of the work presented to the public (for the public's interpretation) shaped in advance of that encounter by a whole series of prior interpretive acts, operating behind the scenes.

### I. MINIMAL AND CONCEPTUAL PRECEDENTS

The use of certificates both reflects and has helped to enable profound transformations in art-making procedures during the last half-century. It is, therefore, important to consider some of the motivations for their appearance in the context of minimal and conceptual art. The most obvious precedent for works that must be reconfigured or refabricated each time they are shown is provided by Sol LeWitt's wall drawings (begun in 1968), where the only permanent part of the work is the plan, and the drawing or painting is newly executed following LeWitt's written instructions each time the work is exhibited. But the larger context extends to minimalism's version of post-studio production (for example, the certificates developed by Dan Flavin in relation to his florescent light sculpture). It also includes advocacy for artists' rights during the late 1960s to early 1970s, as well as the initial stages of the now immense market for contemporary art—with one important historical turning point in 1973, when the New York auction sale of Robert and Ethel Scull's contemporary art collection achieved what were then perceived as stunningly high prices.

For artists associated with minimalism, their initial concern was the creation of the work, in many cases, for temporary exhibition. It was only once a market began to develop that they needed to establish strategies to control and authenticate the identity of work that frequently relied on off-the-shelf components, industrial materials, or the labor of outside fabricators. The papers of collector Giuseppe Panza provide an important window into the development of a market for work where its identity is

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records-6056#198933+-ref14-ref56 (last visited Aug. 2016). For a discussion of MoMA's conservation of their closely related *Floor Cake* (1962), which refers to frequent communication between the conservators and the artist, see, MUSEUM OF MODERN ART, [http://www.moma.org/explore/inside\\_out/tag/floor-cake](http://www.moma.org/explore/inside_out/tag/floor-cake) (last visited Aug. 2016).

not necessarily linked to a specific physical manifestation.<sup>4</sup> In addition to recording his notorious conflict with Donald Judd, as well as tensions with both Flavin and Carl Andre, his correspondence with dealers and artists reveals early stages in the procedures developed to ensure the integrity or authenticity (and by extension, marketability) of work that did not contain traditional, internal evidence of the artist's hand.<sup>5</sup>

It was not until the end of the 1960s, for example, that Flavin standardized his graph-paper certificates—embossed with a corporate seal, dated 1969, in the name of Dan Flavin, Ltd.—and correspondence indicated that Flavin retroactively replaced earlier, more casual certificates for works that Panza had already purchased.<sup>6</sup> Andre also developed a regularized approach to certificates, though these tend to be far less frequently reproduced than Flavin's.<sup>7</sup> One notable exception can be found in a collection catalog published by the Whitney Museum of American Art, where its inclusion can be read as an implicit rebuttal to an earlier dispute between the artist and the museum when Andre denounced the Whitney for how the work was displayed in a 1976 sculpture exhibition and then showed a competing version, redesignated as the actual work, at another venue.<sup>8</sup>

In many cases, however, the documents that appear in Panza's files were clearly instigated by the collector rather than by the artist—with Panza wanting evidence of ownership not only for pieces purchased as objects, but far more urgently, for a number acquired in the form of plans for future works.<sup>9</sup> As the correspondence files now held by the Getty Research Library make clear, Panza appropriated conceptual procedures for works in his collection where the artist was not thinking in those terms—a divergence which could account for why Judd did not seem to consider the implications of the lengthy, contract-like certificates that he signed at Panza's behest. In relation to Judd, Panza was particularly concerned to acquire documents certifying his ownership of the works pur-

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<sup>4</sup> See *The Giuseppe Panza Papers, 1956-1990*, held by the Getty Research Institute in the Special Collections of the Getty Research Library, particularly Series II, boxes 95–158, which contain records pertaining to collection works.

<sup>5</sup> See generally MARTHA BUSKIRK, *THE CONTINGENT OBJECT OF CONTEMPORARY ART* (Cambridge, MIT Press, 2003); see also James Meyer, *The Minimal Unconscious*, OCTOBER, 130, 141–76 (MIT Press, 2009) (discussing Panza's collecting activities and his conflicts with some of the artists whose work he acquired).

<sup>6</sup> Copies of the earlier certificates, along with the 1969 replacements, can be found in box 109 of the Panza papers, particularly the folders for DF 7 and DF 10.

<sup>7</sup> Copies of Andre's certificates, both hand-written and typed, can be found in the file folders for individual works in box 95 of the Panza papers.

<sup>8</sup> See Richard Marshall, *Immaterial Objects: Works from the Permanent Collection of the Whitney Museum of American Art, New York*, 19–23 (New York: Whitney Museum, 1989); see also MARTHA BUSKIRK, *THE CONTINGENT OBJECT OF CONTEMPORARY ART*, at 26, 49, 51.

<sup>9</sup> See MARTHA BUSKIRK, *THE CONTINGENT OBJECT OF CONTEMPORARY ART*, at 19–56.

chased as plans (sometimes only roughly sketched out) for large-scale installations that would need to be built at a later date, but Panza employed similar language in relation to pieces he acquired as already-realized objects. Those three-page documents, dating to 1975 and 1976, were surprisingly broad in the latitude they granted to Panza, including assigning him the right to remake the work if it was damaged, dismantled, or stolen, and even to save shipping expenses by having exhibition copies made rather than transporting the objects made under Judd's direct supervision. As the subsequent conflict between artist and collector demonstrated, Judd was not willing to relinquish these rights, regardless of what was specified in the text of the documents he signed. Although there is a certain amount of confusion about this matter in the art-historical literature, Judd generally did not issue certificates for his work at all. Instead, Judd's procedure, standardized around 1970, was to have his works stamped with his name, the year of the work, its purchase order number (essentially the studio's catalog number) and the name or initials of the work's fabricator.<sup>10</sup>

The Panza correspondence provides evidence that many of the artists he collected only gradually articulated standard procedures for production and documentation, concentrating early in their careers on exploring the work itself, rather than on ensuring its longevity. His dialogues with artists and their dealers also show how negotiations about behind-the-scenes certificates intersected with the more explicit role of the plan or document in conceptual art. And although LeWitt's wall drawings constitute a paradigmatic example of the latter, even he did not immediately develop the now-familiar format of his certificates—replacing initial documents with newer ones reissued (at least to Panza) in the mid-1980s.<sup>11</sup>

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<sup>10</sup> Miwon Kwon, in an otherwise thoughtful essay, seems to assume that the certificates produced for Panza were the norm for Judd (or to conflate Judd and Flavin certificate procedures): "For example, while no museum will likely put on display a Donald Judd certificate of authenticity as itself a work of art, a Judd piece may enter its permanent collection only if it has an accompanying certificate, and even if the acquisition consists only of a certificate. Conversely, while a museum may display aluminum or plywood boxes as works by Donald Judd, if this museum does not own the proper paperwork for said boxes in their archives, they are classified as mere reproductions or exhibition copies and would not count as genuine works of art." See Kwon, "The Becoming of a Work of Art: FGT and a Possibility of Renewal, a Chance to Share, a Fragile Truce," in FÉLIX GONZÁLEZ-TORRES 296 (Julie Ault ed., 2006). According to a January 22, 2016 email to the author from Mette Carlsen, Conservation and Collections Manager of the Judd Foundation, however, Judd did not generally issue certificates, and instead standardized his practice of stamping the work around 1970.

<sup>11</sup> An August 21, 1985 letter from Susanna Singer to Panza referenced accompanying certificates and diagrams for the wall drawings in Panza's collection, which, according to the letter, replaced the certificates originally provided by LeWitt when Panza purchased the works. Giuseppe Panza Papers, box 123, folder 28.

## II. WHAT COMES FIRST, PHYSICAL EXAMPLE OR DOCUMENT?

With LeWitt's wall drawings, the question of what comes first is very clear-cut. Initially there is the idea or plan generated by the artist, then its execution by others acting upon those directions. This procedure is consistent with a well-known statement from his 1967 "Paragraphs on Conceptual art," that "the idea becomes a machine that makes the art."<sup>12</sup> And when one of these works is sold, the certificate and associated diagram are the only things that actually transfer.

The first time one of LeWitt's wall drawings came up for auction in 1987, the event was sufficiently noteworthy to be covered by *People* magazine, under the headline "Talk About Lines! A Guy Paid \$26,400 for This Drawing—And Then They Demolished It."<sup>13</sup> Since then, their sale has become a relatively common occurrence (and the prices they command much higher), but it is still interesting to see how they are assimilated into auction house rhetoric. For a 2007 Christie's sale of *Wall Drawing #6A* (2000), the photograph of the realized wall drawing was dominant within the listing, though smaller reproductions of the certificate and diagram were still part of the main image (and the price realized was \$114,000 in relation to an estimate of \$40,000–\$60,000).<sup>14</sup> For their 2014 auction listing of *Wall Drawing #42* (1970), Sotheby's reversed the priority—illustrating the certificate and diagram as the main representation of the work, and including a secondary figure showing an example of the drawing's realization (price attained \$437,000; estimate of \$100,000–\$200,000).<sup>15</sup> But both auction houses still described the work as "accompanied by" a diagram and a certificate signed by the artist—not managing to adjust their rhetoric in response to a work where the certificate is the only manifestation that will transfer, and always referring to "certificates of authenticity," with the added phrase emphasizing

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<sup>12</sup> Sol LeWitt, *Paragraphs on Conceptual Art*, in SOL LEWITT 166, 166–67 (Alicia Legg ed., New York Museum of Modern Art 1978).

<sup>13</sup> Michael Small, *Talk About Lines! A Guy Paid \$26,000 for This Drawing—and Then They Demolished It*, PEOPLE MAG. (May 25, 1987), <http://people.com/archive/talk-about-lines-a-guy-paid-26400-for-this-drawing-and-then-they-demolished-it-vol-27-no-21/>; see also Rita Reif, *Art of the Mind's Eye Is the Object of Unusual Auction of Conceptual Works*, N.Y. TIMES (April 30, 1987), <http://www.nytimes.com/1987/04/30/arts/art-of-the-mind-s-eye-is-the-object-of-unusual-auction-of-conceptual-works.html?pagewanted=print>.

<sup>14</sup> See Auction house records, Christie's: First Open Post-War and Contemporary Art, Sol LeWitt, *Wall Drawing # 6A*, LOT 310 (Feb. 28, 2007), <http://www.christies.com/lotfinder/lot/sol-lewitt-wall-drawing-6a-4868284-details.aspx?from=salesummary&intObjectID=4868284&sid=dfc18344-f2b1-4412-bc57-6cd3e0dbdaa0>.

<sup>15</sup> See Auction house records, Sotheby's: Contemporary Art Day Auction, Sol LeWitt, *Wall Drawing # 42*, Lot 503 (May 15, 2014), <http://www.sothebys.com/en/auctions/ecatalogue/2014/contemporary-art-day-sale-n09142/lot.503.html>.

their role in the marketplace, rather than other functions certificates may serve in relation to the artist's conceptual or political agenda.<sup>16</sup>

The circumstances under which the artist is willing to issue or reissue a certificate are also interesting. The irreplaceable nature of LeWitt's documentation motivated a 2012 lawsuit (subsequently settled out of court) by collector Roderic Steinkamp against the Rhona Hoffman gallery over the matter of a lost certificate.<sup>17</sup> Flavin, and now his estate, also refuse to reissue certificates. This policy means that collectors who don't understand the significance of that piece of paper may be left holding onto nothing more than an attractive arrangement of classic fluorescent fixtures—for which they may not even be able to acquire replacement lights in the form of specially fabricated versions of now-obsolete bulbs if they cannot show evidence of a certificate. A more sophisticated collector can, however, take out insurance for conceptual art, announced in March 2015 by Crystal & Co. in collaboration with AIG Private Client Group.<sup>18</sup>

Collectors of Carl Andre's work do have more options, as spelled out in the terms posted on CarlAndre.net. Andre's policy is that he does not replace an original certificate, but he will issue a statement of authenticity to a collector who can provide a complete provenance, including documentation of the transfer of title, for each previous owner.<sup>19</sup> Additionally, the work must be inspected by Andre or a representative, and there is a fee (in fact an ascending scale): two one-ounce Canadian gold Maple Leaf coins for the first statement, three for the second, four for the third, and so on, plus expenses (with these coins recently selling for around a thousand dollars each).<sup>20</sup> The reverse is also possible—to replace damaged materials, if an original certificate can be provided, and that fee is cheaper: only \$500 plus expenses.<sup>21</sup>

The circumstances under which Flavin was willing to issue even an initial certificate are equally significant. Like those of Judd, Flavin's conflicts with Panza were centered on a group of works that Panza purchased as plans (many only vaguely sketched out at the point of sale), leading to protracted negotiations about their realization. Correspondence between Panza and Flavin was filled with requests for certificates per-

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<sup>16</sup> Christie's, *supra* note 14 (emphasis added); see also Sotheby's, *supra* note 15 (emphasis added).

<sup>17</sup> Daniel Grant, "Collector Files Lawsuit Over Lost LeWitt Paperwork," ARTNEWS, (Jun. 5, 2012), <http://www.artnews.com/2012/06/05/collector-files-lawsuit-over-lost-lewitt-paperwork/>

<sup>18</sup> *Crystal, AIG Offer Conceptual Art Insurance for Private Clients*, INSURANCE JOURNAL (Mar. 31, 2015), <http://www.insurancejournal.com/news/national/2015/03/31/362698.htm>.

<sup>19</sup> CARL ANDRE AND MELISSA L. KRETSCHMER FOUNDATION, <http://www.carlandre.net/Certificates.html> (follow "Certificates & Policies" hyperlink) (last visited Aug., 2016).

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*



taining to the work Panza had purchased, and with Flavin's refusal to issue them for not-yet-realized examples.<sup>22</sup> But even after Flavin participated in the creation of a 1976 installation for Panza's villa in Italy known as the *Varese Corridor*, he never provided a certificate. Apparently, however, this was a specific strategy rather than an inadvertent oversight—since for him the role of the certificate was to enable the transfer of the work, and he could prevent undesirable relocation attempts by not issuing certificates for site-specific installations.

It is therefore important to think about whether the document in question is, on balance, an artist's or a collector's document. Panza and other collectors have sought such external verification to confirm ownership, and by extension, salability of works in their collection; but artists can also use behind-the-scenes agreements to impose limitations or conditions on the treatment of their work in the future. Particularly, once the focus is on contracts rather than certificates, the emphasis can shift to obligations of ownership rather than the more one-dimensional idea of simply validating authenticity.

Even though it was not widely adopted, Seth Siegel and Robert Projansky's 1971 "Artist's Reserved Rights Transfer and Sale Agreement" is known for its provisions granting artists ongoing control over the exhibition, reproduction, and maintenance of their work, as well as a 15% resale royalty; and Hans Haacke, one of the few artists to use a version of it consistently, is aware of collectors and institutions that refuse to acquire work accompanied by this covenant.<sup>23</sup> The *Avertissement* that Daniel Buren developed in the late 1960s in collaboration with Michel Claura might be more directly relevant to the contract-like nature of González-Torres's certificates, since it established a series of requirements that the owner has to satisfy in order to attribute the associated work to Buren, and it is in fact signed by the owner rather than Buren (though the detachable coupon at the bottom is returned with a partial mark after the entire sheet is signed by the owner and sent to Buren's studio).<sup>24</sup>

### III. CERTIFICATE AS MEDIUM

The relationship between certificates and contracts does, however, point to another interesting issue, and that is the context necessary to make distinctions among different types of statements and descriptions. When, for example, is a set of coordinates simply a drawing or sketch, and when is it a plan that the owner of those specifications can act upon?

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<sup>22</sup> See MARTHA BUSKIRK, *THE CONTINGENT OBJECT OF CONTEMPORARY ART*; see also Meyer, *The Minimal Unconscious*.

<sup>23</sup> See MARIA EICHHORN, *THE ARTIST'S CONTRACT*, 66–77 (Gerti Fietzek ed., 2009).

<sup>24</sup> See *id.* at 86–109.

And once such documents are disseminated, what prevents anyone who sees them from executing the production instructions they may contain?

Certificates and contracts are only one aspect of a much larger array of documents, many from the hand of the artist in question, which can be essential to generating works of art but are usually not themselves defined as art. One early contribution to this dialog was Mel Bochner's 1966 exhibition entitled *Working Drawings and Other Visible Things on Paper Not Necessarily Meant to Be Viewed as Art*, which consisted of four binders (all identical) that presented viewers with photocopies ranging from preparatory sketches to diagrams, lists, charts, and even a fabrication bill supplied by Judd.<sup>25</sup> Viewers were also challenged to consider the status of different types of documents by the 2001 exhibition *After the Beginning and Before the End*, which emphasized this aspect of Gilbert and Lila Silverman's collecting (better known for their Fluxus material now at MoMA).<sup>26</sup> The focus was "instruction drawings," and in the accompanying catalog Gilbert Silverman recounted seeking out something not easily categorized—more likely to reside in gallery business files than in their art storage.<sup>27</sup>

One example included in *After the Beginning and Before the End* was a 1972 sheet of paper from Andre that corresponds pretty closely in format to Andre's standard certificates—but apparently nonetheless lacked the authority to be transformed into a three-dimensional form even though it included a title, "Line of March," and rough specifications for sixteen pieces of flattened sheet metal arranged in a rectangle approximately nineteen by twenty-four inches overall.<sup>28</sup> There was also a signed and dated Judd sketch from 1976 that probably contains enough details for his long-time fabricators to know how to translate the drawing into a sculptural object.<sup>29</sup> It was also interesting to note that the Silvermans collected a fair number of scores (albeit nontraditional)—a predilection that is not necessarily surprising, given their attention to Fluxus, along with LeWitt's comparison of his wall drawings to "a musi-

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<sup>25</sup> See James Meyer, *The Second Degree: Working Drawings and Other Visible Things on Paper Not Necessarily Meant to be Viewed as Art*, in MEL BOCHNER: THOUGHT MADE VISIBLE 1966–1973, 95–106 (Richard Field ed., 1995) (providing an overview of the exhibition); see also Beth Kleber, *Department of the Newly Uncovered*, CONTAINER LIST (Aug. 24, 2009), <http://containerlist.glaserarchives.org/index.php?id=60> (reproducing documentation of the binder in the blog of the Milton Glaser Design Study Center and Archives, School of Visual Arts).

<sup>26</sup> See GUNNAR B. KVARAN & JON HENDRICKS, AFTER THE BEGINNING AND BEFORE THE END: INSTRUCTION DRAWINGS FROM THE GILBERT AND LILA SILVERMAN COLLECTION, DETROIT 8–10 (2001).

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 43.

<sup>29</sup> *Id.* at 82.

cal score that could be redone by any or some people.”<sup>30</sup> An intriguing example by John Cage turned out to relate to his appearance on an Italian quiz show, where he took home the prize money by answering a series of questions about mushrooms (perhaps benefiting from some illicit assistance), while treating the audience to musical interludes between each question.<sup>31</sup> Although this example is possibly somewhat tangential to the material under discussion, it does help demonstrate that one of the attractions of this type of document can be found in the larger story to which it is connected, even if it does not authorize the bearer to act upon instructions it may contain.

It is equally intriguing to consider the distinction between Flavin’s certificates and closely related drawings that present a similar articulation of his florescent light arrangements. The issue is demonstrated by comparing the drawing incorporated into the certificate for the 1977 florescent sculpture, “*Untitled*” (*in honor of Harold Joachim*) 3, which was signed by Flavin in conjunction with the statement “a certificate only,” and a very similar drawing, likewise executed on graph paper, which was exhibited in *Dan Flavin: Drawings* at the Morgan Library in 2012. The second example was signed as a work in itself by Flavin, though the drawing was actually executed by Helene Geary. In other words, one is a drawing signed by Flavin that is officially a certificate only (and may or may not have been drawn by him), and the other is a very similar drawing that is officially a drawing by Flavin, signed by him, but not actually drawn by him.

For the time being Flavin’s certificates are a means to an end—the end being the more significant, valuable sculpture. But is it possible that there might come a time when the display of already outmoded florescent fixtures is so inconceivable that the certificate will describe something that can no longer exist as a physical object? It seems unlikely that this will happen anytime soon, given the number of individuals and institutions with a vested interest in the perpetuation of Flavin’s work. But there is a precedent in paper stock certificates, which are no longer required to complete a stock transaction, and therefore generally not issued. They are, however, still collected, not for the value that they represent, but as objects in their own right.

The possibility that the certificate can function as an end in itself was also suggested by the 2011 travelling exhibition *In Deed: Certifi-*

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<sup>30</sup> Andrea Miller Keller, *Sol LeWitt Wall Drawings 1968–84* (1984), in SOL LEWITT, *CRITICAL TEXTS*, 109 (Adachiara Zevi ed., 1994).

<sup>31</sup> See Laura Kuhn, “‘*Lascia o Raddoppia*’ (Milan, 1959),” JOHN CAGE TRUST (Apr. 24, 2011), <http://johncagetrust.blogspot.com/2011/04/lascia-o-raddoppia-milan-1959.html> (“For the ‘daily noises’ program, John Cage constructed an orchestra consisting of a piano, two radios, a blender, a watering can, a whistle, a gong, and a kettle.”).

*ates of Authenticity in Art*, curated by Susan Hapgood and Cornelia Lauf.<sup>32</sup> The range of examples (all displayed in facsimile reproductions) included behind-the-scenes certificates by a number of artists who had long-established procedures for their use (though they were not granted permission to show specimens issued by Andre or González-Torres).<sup>33</sup> However, it also included an array of examples where artists were using the certificate as a medium in itself. Among the latter was a piece of paper signed by Ed Ruscha under the statement “This is to certify that this is not an original work by Ed Ruscha”—which turned out to be a 2000 work by Pierre Bismuth entitled *Certificate of Authenticity*, part of a series of signed statements of authentic negation solicited by Bismuth from well-known artists.<sup>34</sup> Another was Carey Young’s 2005 *Donorcard*, distributed for free as part of an open-ended edition whenever it is shown. Already signed by the artist, Young’s work states that it requires the signature of the receiver to become art—a status that will last for the duration of the life of the receiver or of the artist, whichever ends first.<sup>35</sup>

González-Torres’s certificates are therefore part of a tradition that is by now well established. General knowledge about their terms is important for an understanding of the spirit of the work, and in that respect they follow upon precedents set by conceptual art. Yet they are also designated as private documents, and this aspect of his procedure suggests the less evident deployment of certificates in the context of minimal art. Awareness of the certificate’s existence means that one can never assume that full information about the work is conveyed by the manifestation one encounters in a public gallery setting: instead, their black-box nature leaves one guessing about how a particular arrangement reflects the intersecting desires of artist, owner, curator, and estate, as well as how interpretation of the artist’s initial articulation has been shaped by customs that have developed over the years that these works have been part of the public eye.

Different permutations of the work provide hints about the degree of openness to these instructions—with a particularly dramatic example in the multiple versions of the 1992 light string piece “*Untitled*” (*For Stockholm*) included in *Specific Objects without Specific Form*, a traveling survey of González-Torres’s work organized by Elena Filipovic that appeared at the WIELS art space in Brussels, at the Fondation Beyeler, Basel, and the Museum für Moderne Kunst (MMK) in Frankfurt in

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<sup>32</sup> See *IN DEED: CERTIFICATES OF AUTHENTICITY IN ART* (Susan Hapgood & Cornelia Lauf, eds., 2011).

<sup>33</sup> *Id.*

<sup>34</sup> See Pierre Bismuth, *Certificate of Authenticity—Ed Ruscha 2000*, in *IN DEED: CERTIFICATES OF AUTHENTICITY IN ART* (Susan Hapgood & Cornelia Lauf eds., 2011).

<sup>35</sup> See Carey Young, *Donorcard 2005*, in *IN DEED: CERTIFICATES OF AUTHENTICITY IN ART* (Susan Hapgood & Cornelia Lauf eds., 2011).

2010–11. The premise of the exhibition was that the initial installations by Filipovic would be reinterpreted by an artist influenced by González-Torres part way through the appearance of the exhibition at each venue (Danh Vo at WIELS, Carol Bove at the Fondation Beyeler, and Tino Sehgal at the MMK).<sup>36</sup> The MMK reinstallation by Sehgal was potentially the most extreme, incorporating a six-hour performance enacted by a team of art students who repeatedly reconfigured the arrangements during that time.<sup>37</sup> It might be appropriate, however, given Sehgal's own notorious emphasis on a purely oral contract to transfer his work, that most members of the audience will have no way of knowing how far this transformation (which sounds like a fairly radical reinterpretation) pushed the parameters that González-Torres anticipated.

The fact that the Crystal Bridges Museum was willing to bid over \$7 million to acquire González-Torres's 1991 "*Untitled*" (*L.A.*) also speaks to the power of the certificate. At the most basic level, a certificate affirms that a work by that name does actually exist, despite its lack of continuous physical presence. More importantly, the document establishes the framework for the work's continuance, after the death of the artist. Evidence of their evocative power can be seen in the various readings of González-Torres's work that emphasize both the poetics and the political efficacy of his rewriting of conceptual practices. But the work also promotes an elemental openness of interpretation, with the artist's determination to entrust certain decisions to future owners and curators ensuring that the configuration encountered by the audience will not be frozen in time. For the candy and paper stacks, the interweaving of public and private continues after the gallery encounter, in the choices by each audience member about what to do with the individual elements they are invited to take—material fragments that can be valued for their point of origin even though they are not, in crucial ways, authorized to represent the whole once they are dispersed through this interaction.

As an art historian who has spent a fair amount of time looking into such matters, I can feel a bit aggrieved when I am denied access to fundamental generative documents. Yet I am also forced to admit that there is something powerful about this absent key to work that cannot be understood merely through the precedent of its past appearances. The existence of a behind-the-scenes license, or even contractual agreement, to reinterpret certain aspects of the work helps to ward off the danger that it

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<sup>36</sup> See FÉLIX GONZÁLEZ-TORRES, *Specific Objects without Specific Form*, E-FLUX (Jan. 4, 2010), <http://www.e-flux.com/announcements/37342/Félix-González-torres-specific-objects-without-specific-form/>.

<sup>37</sup> FÉLIX GONZÁLEZ-TORRES, *Specific Objects without Specific Form*, MUSEUM FÜR MODERNE KUNST, [http://mmk-frankfurt.de/en/exhibitions/review/2011/exhibition-details/article/specific\\_objects\\_without\\_specific\\_form/?no\\_cache=1&cHash=cac72e7521e1581e838eab2eeab033ac](http://mmk-frankfurt.de/en/exhibitions/review/2011/exhibition-details/article/specific_objects_without_specific_form/?no_cache=1&cHash=cac72e7521e1581e838eab2eeab033ac) (last visited Feb. 13, 2017).

could, over time, be reduced to a signature look. González-Torres's use of certificates thus ensures that each manifestation reflects the intersection of many conceptions of the work, including the artist's preliminary formulation, the desires of subsequent owners, guidance from the estate, and customs that have developed during the years that have intervened between initial conception and each subsequent realization.

