

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Vale Collection Foundation, Inc.,
Plaintiff,

- against -

Hudson Signal Museum, Inc.,
Defendant.

Index No.
000000/2026
(Fictional sample)

**DEFENDANT'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Illustrative — not filed

PRELIMINARY STATEMENT

Plaintiff asks for a declaration that the Museum must obtain its written consent before taking a loaned station clock to a conservation laboratory for six weeks. The agreement says the Clock will be displayed in the Main Hall, bars its “relocation” without prior written consent, and separately authorizes reasonable conservation. The motion assumes that any movement beyond the Museum is a “relocation.” In context, that word can also mean a change in the Clock's exhibition location. Because both readings are reasonable, Plaintiff has not established its proposed construction as a matter of law.

RELEVANT FACTS

The following facts and record references are fictional. The parties' Loan Agreement identifies the Main Hall as the Clock's display site. Section 4.2 states that the Museum “may not relocate the Clock without the Lender's prior written consent.” Section 6.1 permits the Museum to “undertake routine care and conservation reasonably necessary to preserve the Clock.” Agreement §§ 4.2, 6.1 (illustrative Ex. A).

A conservator recommends a six-week treatment at an off-site laboratory, followed by return to the Main Hall. The Museum has not moved the Clock. Conservator Statement ¶¶ 3–5 (illustrative Ex. B). Plaintiff seeks a declaration about consent before that temporary trip.

ARGUMENT

I. Plaintiff has not shown an unambiguous right to the declaration it seeks.

A summary-judgment movant must make a prima facie showing of entitlement to judgment as a matter of law, supported by evidence showing no material factual issue. *Alvarez v Prospect Hosp.*, 68 N.Y.2d 320, 324 (1986). The Court first decides whether the agreement's text is ambiguous. A provision is ambiguous when, read in the context of the whole agreement, it is reasonably susceptible to more than one meaning. *Donohue v Cuomo*, 38 N.Y.3d 1, 12–13 (2022).

Section 4.2 links the Main Hall display commitment to a ban on “relocat[ing]” the Clock. Read together, those sentences can address a change in display site. A six-week trip for treatment, with return to the Main Hall, need not establish a new display site. Section 6.1 expressly permits reasonably necessary conservation. Reading “relocate” to include every temporary movement would limit that permission when conservation requires equipment unavailable on site. A contract should be read as a whole, giving effect to each provision. *Beal Sav. Bank v Sommer*, 8 N.Y.3d 318, 324–25 (2007).

The Museum seeks no unwritten conservation exception. Its point is that “relocate” allows two readings. Temporary custody for treatment can coexist with a continuing Main Hall display commitment. That reasonable construction defeats Plaintiff's requested declaration on this motion.

II. Plaintiff's broader reading does not eliminate the textual question.

Plaintiff has a substantial contrary argument: in ordinary speech, moving the Clock to another premises may be called “relocating” it. Section 6.1 authorizes conservation work but does not expressly waive § 4.2's consent requirement. Courts may not add a missing term to an unambiguous agreement. *Vermont Teddy Bear Co. v 538 Madison Realty Co.*, 1 N.Y.3d 470, 475–76 (2004). Those points may ultimately prevail; the Museum does not ask the Court to insert a blanket conservation exception.

But Plaintiff's reading is not the only one the text permits. The agreement could have said “move off premises” or “transfer custody for any purpose.” It instead uses “relocate” immediately after specifying a display location. The distinction matters because the proposed laboratory trip has a defined conservation purpose and a scheduled return, not a new exhibition destination. *Beal*, 8 N.Y.3d at 324–25. If the Court finds the text ambiguous, evidence of the parties' intended usage may be considered; that step follows, rather than precedes, the ambiguity finding. *Donohue*, 38 N.Y.3d at 12–13. Plaintiff has supplied no basis to resolve the competing reasonable readings in its favor as a matter of law.

CONCLUSION

The Court should deny Plaintiff's motion for partial summary judgment seeking a declaration that § 4.2 requires written consent for the proposed six-week conservation trip, and grant such other relief as the Court deems just.

Dated: October 22, 2026
New York, New York

Respectfully submitted,
/s/ Jordan Rowan
Jordan Rowan, Rowan & Vale LLP
Attorneys for Defendant

CERTIFICATION OF WORD COUNT

I certify pursuant to 22 NYCRR § 202.8-b that the foregoing memorandum contains **684** words, excluding the caption and signature block, as counted from the source text of this illustrative sample. It is within the 7,000-word limit for a memorandum of law.

Dated: October 22, 2026
New York, New York

/s/ Jordan Rowan
Jordan Rowan
Rowan & Vale LLP
Attorneys for Defendant