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For additional information, see:

PAINTING AND SCULPTURE DEPARTMENT

files on Inter-Museum Agreement

and

Trustees Meetings

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Final agreement

Return to D. Miller's file !!

AGREEMENT made as of September 30, 1948 between The Metropolitan Museum of Art, a New York corporation (hereinafter referred to as "Metropolitan Museum"), The Museum of Modern Art, a New York corporation (hereinafter referred to as "Museum of Modern Art"), and Whitney Museum of American Art, a New York corporation (hereinafter referred to as "Whitney Museum")

Agreement

between

THE METROPOLITAN MUSEUM OF ART

THE MUSEUM OF MODERN ART

and

WHITNEY MUSEUM OF AMERICAN ART

Dated as of September 30, 1948

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AGREEMENT made as of September 30, 1948, between **THE METROPOLITAN MUSEUM OF ART**, a New York corporation (hereinafter referred to as "Metropolitan Museum"), **THE MUSEUM OF MODERN ART**, a New York corporation (hereinafter referred to as "Modern Museum"), and **WHITNEY MUSEUM OF AMERICAN ART**, a New York corporation (hereinafter referred to as "Whitney Museum");

WHEREAS, the parties entered into an agreement dated as of September 15, 1947, defining their respective fields of interest in the collection and exhibition of paintings, drawings, prints and sculpture and providing for the sale or loan of certain objects of art and for other related matters (hereinafter called the "1947 Agreement"); and

WHEREAS, Whitney Museum became a party to the 1947 Agreement during the pendency of the proposed coalition between Whitney Museum and Metropolitan Museum; and

WHEREAS, Whitney Museum has abandoned the plan for coalition and therefore certain provisions of the said agreement are not operative:

Now, THEREFORE, the parties, in consideration of the mutual covenants herein contained, agree as follows:

FIRST: Whitney Museum hereby withdraws from the 1947 Agreement and releases Metropolitan Museum and Modern Museum from all obligations thereunder.

SECOND: Metropolitan Museum and Modern Museum agree that Whitney Museum shall cease to be a party to the 1947 Agreement and release Whitney Museum from all obligations thereunder.

THIRD: Metropolitan Museum and Modern Museum agree that on and after September 30, 1948 the 1947 Agreement shall be amended so as to read as set forth in the "Amended Agreement" annexed hereto and as so amended shall remain in full force and effect as between them for the balance of the original term of said agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year first above written.

THE METROPOLITAN MUSEUM OF ART

By ROLAND L. REDMOND
President

Attest:

DUDLEY T. EASBY, JR.
Secretary

THE MUSEUM OF MODERN ART

By JOHN HAY WHITNEY
Chairman of the Board

Attest:

THOMAS W. BRADEN
Secretary

WHITNEY MUSEUM OF AMERICAN ART

By FLORA WHITNEY MILLER
President

Attest:

WALTER G. DUNNINGTON
Secretary

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*final
Smully*

AMENDED

Agreement

between

THE METROPOLITAN MUSEUM OF ART

and

THE MUSEUM OF MODERN ART

Dated as of September 15, 1947

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AGREEMENT made as of September 15, 1947, between THE METROPOLITAN MUSEUM OF ART, a New York corporation (hereinafter referred to as "Metropolitan Museum"), and THE MUSEUM OF MODERN ART, a New York corporation (hereinafter referred to as "Modern Museum");

WHEREAS, Metropolitan Museum is concerned primarily with the visual arts of the past, both American and foreign, and Modern Museum is concerned primarily with the encouragement and study of the visual arts of the present and recent past, both American and foreign; and

WHEREAS, it is desirable in the interests of rendering better service to the public and affecting economies to define the activities of the parties in regard to the collection and exhibition of paintings, drawings, prints and sculpture; and

WHEREAS, it is the expectation of the parties that this agreement will be renewed from time to time on similar terms and that the ultimate result of the continued renewal hereof will be that Metropolitan Museum will eventually have the opportunity to acquire any paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum on terms permitting such transfer:

Now, THEREFORE, the parties, in consideration of the mutual covenants herein contained, agree as follows:

FIRST: For the purposes of this agreement, the term "modern art" shall be deemed to include any painting, drawing, print or sculpture by a living artist and any such work of art by a deceased artist which is still significant in the contemporary movement in art, and the term "classic art" shall be deemed to include all other paintings, drawings, prints or sculpture which have become part of the cultural history of mankind.

SECOND: Metropolitan Museum agrees:

(1) To deposit with Modern Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Metropolitan Museum as it believes can be more appropriately

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exhibited by Modern Museum. The objects of art to be deposited initially are listed in Schedule A hereto attached.

(2) To lend freely to Modern Museum objects of classic art which Modern Museum may deem useful in showing the development of current trends or the relationship of modern to classic art and which Metropolitan Museum does not consider inappropriate for lending.

(3) To purchase from Modern Museum the paintings, drawings and sculpture listed in Schedule B hereto attached and in consideration thereof to pay Modern Museum the sum of \$191,000, payable in four annual installments of \$39,000 each, the first installment to be paid on October 1, 1947, and a final installment of \$35,000 to be paid on October 1, 1951. Delivery of such objects of art to Metropolitan Museum shall be made not later than October 1, 1957. Title to each such object of art shall pass to Metropolitan Museum upon the payment of the final installment of purchase price or upon delivery thereof to Metropolitan Museum, whichever event first occurs.

(4) To consult with Modern Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(5) Not to exhibit foreign modern art without prior consultation with Modern Museum.

(6) To advise Modern Museum of its program of exhibitions and to cooperate with Modern Museum in coordinating their respective programs of exhibitions.

THIRD: Modern Museum agrees:

(1) To deliver to Metropolitan Museum the Daumier painting described in subdivision (s) (17) of Article Fifth of the will of Lizzie P. Bliss promptly upon the execution of this agreement.

(2) To sell to Metropolitan Museum the paintings, drawings and sculpture listed in Schedule B in consideration of the payments to be made to Modern Museum as provided in Article Second, Paragraph (3) hereof. Delivery of said objects of art to Metropolitan Museum shall be made, and title thereto shall pass to Metropolitan Museum, as provided in Article Second, Paragraph (3) hereof. Modern Museum declares that any new work of art acquired out of the proceeds of sale of any of the above objects of

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art, shall bear the name of the donor or fund through which the relevant object of art sold was originally acquired.

(3) To deposit with Metropolitan Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum as it believes can be more appropriately exhibited by Metropolitan Museum.

(4) To lend freely to Metropolitan Museum objects of modern art which it may deem useful in showing the development of current trends and which Modern Museum does not consider inappropriate for lending.

(5) To consult with Metropolitan Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(6) To advise Metropolitan Museum of its program of exhibitions and to cooperate with Metropolitan Museum in coordinating their respective programs of exhibitions.

FOURTH: While the parties expect that this agreement will provide a permanent pattern for their mutual activities, they recognize that it is unwise to bind institutions indefinitely to a particular course of conduct or to the expenditure of funds for specific purposes. For these reasons, this agreement shall terminate on October 1, 1957. The parties expect, as this agreement or any renewal thereof terminates, to enter into a new agreement similar to the predecessor agreement.

Upon the termination of this agreement, the obligations of Modern Museum under Article Third, Paragraph (2) hereof to deliver to Metropolitan Museum the paintings, drawings, prints and sculpture listed in Schedule B shall survive such termination and remain in effect and all paintings, drawings, prints or sculpture deposited by Metropolitan Museum with Modern Museum or by Modern Museum with Metropolitan Museum shall be returned to the depositing museum.

FIFTH: Pending delivery of each object of art to be acquired by Metropolitan Museum hereunder, Modern Museum shall retain the same for the benefit of Metropolitan Museum and shall insure it to the extent of its market value for the benefit of Metropolitan Museum by an all-risk fine arts policy or policies in the form currently in use. In

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case Modern Museum shall fail to deliver any such object of art to Metropolitan Museum by the date herein specified, Modern Museum shall forthwith pay to Metropolitan Museum a sum equal to the then market value of such object of art less any insurance recovered by Metropolitan Museum. For the purposes of this article, the market value of any such object of art shall be the amount heretofore determined by mutual agreement unless Metropolitan Museum at intervals of not less than one year shall have requested that such market value be redetermined, in which case the market value shall be the amount so redetermined by mutual agreement or in accordance with the provisions of Article EIGHTH hereof.

SIXTH: Nothing herein contained shall be deemed (a) to limit the right of each party to control its own policy of purchases or (b) to require any party to accept deposits of objects of art which it may determine to be inappropriate for inclusion in its collections or (c) to prevent Metropolitan Museum from retaining, collecting or lending modern art prints and making them available to the public except through its own exhibitions of foreign modern art prints or (d) to require the labelling of any objects of art acquired by Metropolitan Museum hereunder as the property of Metropolitan Museum until such time as said objects of art shall have been delivered to Metropolitan Museum.

Each party agrees that whenever it exhibits, reproduces or catalogues any painting, drawing, print or sculpture deposited with it or lent to it by the other party hereto, appropriate reference shall be made to the museum of origin and the donor or fund through which the work was originally acquired by the depositing or lending museum.

Each party further agrees that whenever it catalogues any painting, drawing, print or sculpture sold to it by the other party hereto, appropriate reference shall be made to the selling museum and to the donor or fund through which the work was originally acquired by the selling museum.

SEVENTH: Except as specifically provided herein, each museum shall be free to follow such policies as it may deem advisable in all

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other activities and particularly in educational and other programs designed to encourage commercial and industrial art.

EIGHTH: In the event that any difference of opinion shall arise between the Metropolitan Museum and the Modern Museum over the interpretation of any provision hereof or its performance, the matter shall be referred to a committee composed of three Trustees from each of the two museums and the decision of a majority of such committee shall be final and binding upon the parties. If the committee shall be equally divided, the matter shall then be referred to an individual selected by a majority of such committee and the decision of such individual shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year first above written.

THE METROPOLITAN MUSEUM OF ART

By _____
President

Attest:

Secretary

THE MUSEUM OF MODERN ART

By _____
Chairman of the Board

Attest:

Asst. Secretary

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SCHEDULE A

*Objects of art to be deposited with the Modern Museum by the
Metropolitan Museum pursuant to Article SECOND,
Paragraph (1), of the foregoing agreement.*

<u>Artist</u>	<u>Media</u>	<u>Title</u>
Maillol	bronze	Chained Action
Picasso	oil	Portrait of Gertrude Stein

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SCHEDULE B

Objects of art to be sold by Modern Museum to the Metropolitan pursuant to Article THIRD, Paragraph (2), of the foregoing agreement.

Artist	Media	Title
Cezanne	oil	Man in a Blue Cap - <i>delivered</i>
"	wc	Bathers Under a Bridge
Despiou	plaster	Little Peasant Girl
"	plaster	Madame Othon Friesz
"	bronze	Maria Lani
Kolbe	bronze	Seated Youth - <i>delivered</i>
"	bronze	Seated Figure
"	terra cotta	Crouching Figure
Maillol	bronze	Portrait of Dr. Valentiner
"	bronze	Portrait of Renoir <i>delivered</i>
"	plaster	Ile de France <i>delivered</i>
"	bronze	Spring
"	bronze	Standing Figure
re-purch'd by us - Matisse	oil	Standing Figure Woman Arranging her Hair
" " " " " " " "	oil	The Gourds
" " " " " " " "	oil	Interior with Violin Case
not yet delivered to Met. - Picasso	oil	Bouquet on the Bamboo Table - <i>delivered</i>
" " " " " " " "	oil	La Coiffure - <i>delivered</i>
Redon	oil	Woman in White - "
Rouault	tempera	Etruscan Vase - "
"	oil	Portrait of Lebasque - "
Seurat	gouache, etc.	Funeral
"	dr	The Artist's Mother <i>not ret'd to us from Met. as of 1/57</i>
"	dr	Lady Fishing
"	dr	Seurat—House at Dusk
Signac	wc	Village Festival

AMERICAN FOLK ART

Hicks	oil	The Residence of David Twining
"	oil	The Peaceable Kingdom
Unknown	oil	Baby in Red Chair
"	wc	Glass Bowl with Fruit
"	oil	The Quilting Party
"	wood	Eagle
"	wood	Henry Ward Beecher
"	copper	Weather-vane-Fish
"	iron	Weather-vane-Horse
"	oil	Child with Dog
"	"fractur"	Crucifixion
"	dr	Deer
"	dr	Horse
"	wood	Seated Woman

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Agreement

between

THE METROPOLITAN MUSEUM OF ART

THE MUSEUM OF MODERN ART

and

WHITNEY MUSEUM OF AMERICAN ART

*Agreement between Whitney and
Metropolitan Cancelled Oct. 1948*

*Agreement between Met. Mus.
and MoMA Cancelled 1952*

Dated as of September 15, 1947

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AGREEMENT made as of September 15, 1947, between THE METROPOLITAN MUSEUM OF ART, a New York corporation, (hereinafter referred to as "Metropolitan Museum"), THE MUSEUM OF MODERN ART, a New York corporation, (hereinafter referred to as "Modern Museum"), and WHITNEY MUSEUM OF AMERICAN ART, a New York corporation, (hereinafter referred to as "Whitney Museum");

WHEREAS, Metropolitan Museum is concerned primarily with the visual arts of the past, both American and foreign, and Modern Museum is concerned primarily with the encouragement and study of the visual arts of the present and recent past, both American and foreign; and

WHEREAS, an arrangement in principle has been entered into for the coalition of Metropolitan Museum with Whitney Museum, and Whitney Museum is concerned primarily with the encouragement and study of American painting, drawing, prints and sculpture; and

WHEREAS, it is desirable in the interests of rendering better service to the public and effecting economies to define the activities of the parties in regard to the collection and exhibition of paintings, drawings, prints and sculpture; and

WHEREAS, it is the expectation of the parties that this agreement will be renewed from time to time on similar terms and that the ultimate result of the continued renewal hereof will be that Metropolitan Museum will eventually have the opportunity to acquire any paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum on terms permitting such transfer:

Now, THEREFORE, the parties, in consideration of the mutual covenants herein contained, agree as follows:

FIRST: For the purposes of this agreement, the term "modern art" shall be deemed to include any painting, drawing, print or sculpture by a living artist and any such work of art by a deceased artist which is still significant in the contemporary movement in art, and the term "classic art" shall be deemed to include all other paintings, drawings, prints or sculpture which have become part of the cultural history of mankind.

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SECOND: Metropolitan Museum agrees:

(1) To deposit with Modern Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Metropolitan Museum as it believes can be more appropriately exhibited by Modern Museum. The objects of art to be deposited initially are listed in Schedule A hereto attached.

(2) To lend freely to Modern Museum objects of classic art which Modern Museum may deem useful in showing the development of current trends or the relationship of modern to classic art and which Metropolitan Museum does not consider inappropriate for lending.

(3) To purchase from Modern Museum the paintings, drawings and sculpture listed in Schedule B hereto attached and in consideration thereof to pay Modern Museum the sum of \$191,000, payable in four annual installments of \$39,000 each, the first installment to be paid on October 1, 1947, and a final installment of \$35,000 to be paid on October 1, 1951. Delivery of such objects of art to Metropolitan Museum shall be made not later than October 1, 1957. Title to each such object of art shall pass to Metropolitan Museum upon the payment of the final installment of purchase price or upon delivery thereof to Metropolitan Museum, whichever event first occurs.

(4) To consult with Modern Museum and Whitney Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(5) Not to exhibit foreign modern art without prior consultation with Modern Museum and to exhibit American modern art only through the facilities of Whitney Museum until the coalition between Metropolitan Museum and Whitney Museum becomes effective.

(6) To advise Modern Museum and Whitney Museum of its program of exhibitions and to cooperate with said museums in coordinating their respective programs of exhibitions.

THIRD: Modern Museum agrees:

(1) To deliver to Metropolitan Museum the Daumier painting described in subdivision (s) (17) of Article Fifth of the will of Lizzie P. Bliss promptly upon the execution of this agreement.

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(2) To sell to Metropolitan Museum the paintings, drawings and sculpture listed in Schedule B in consideration of the payments to be made to Modern Museum as provided in Article Second, Paragraph (3) hereof. Delivery of said objects of art to Metropolitan Museum shall be made, and title thereto shall pass to Metropolitan Museum, as provided in Article Second, Paragraph (3) hereof. Modern Museum declares that any new work of art acquired out of the proceeds of sale of any of the above objects of art, shall bear the name of the donor or fund through which the relevant object of art sold was originally acquired.

(3) To deposit with Metropolitan Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum as it believes can be more appropriately exhibited by Metropolitan Museum.

(4) To lend freely to Whitney Museum and Metropolitan Museum objects of modern art which they may deem useful in showing the development of current trends and which Modern Museum does not consider inappropriate for lending.

(5) To consult with Metropolitan Museum and Whitney Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(6) Not to hold annual exhibitions of American modern art comparable to the annual exhibitions heretofore held by Whitney Museum until the coalition between Metropolitan Museum and Whitney Museum becomes effective.

(7) To advise Metropolitan Museum and Whitney Museum of its program of exhibitions and to cooperate with said museums in coordinating their respective programs of exhibitions.

FOURTH: Whitney Museum agrees:

(1) To lend freely to Modern Museum objects of American art which Modern Museum may deem useful in showing the development of current trends or the relationship of American modern to American classic art and which Whitney Museum does not consider inappropriate for lending.

(2) To consult with Metropolitan Museum and Modern Museum in connection with developing representative collections in the fields in which the parties are specially interested. The

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existing practice in regard to the purchase of works of living American artists based on the proposed agreement of coalition between Metropolitan Museum and Whitney Museum is hereby confirmed.

(3) To confine its activities to the field of American art and not to exhibit foreign modern art.

(4) To advise Metropolitan Museum and Modern Museum of its program of exhibitions and to cooperate with said museums in coordinating their respective programs of exhibitions.

FIFTH: While the parties expect that this agreement will provide a permanent pattern for their mutual activities, they recognize that it is unwise to bind institutions indefinitely to a particular course of conduct or to the expenditure of funds for specific purposes. For these reasons, this agreement shall terminate on October 1, 1957. The parties expect, as this agreement or any renewal thereof terminates, to enter into a new agreement similar to the predecessor agreement.

Upon the termination of this agreement, the obligations of Modern Museum under Article Third, Paragraph (2) hereof to deliver to Metropolitan Museum the paintings, drawings, prints and sculpture listed in Schedule B shall survive such termination and remain in effect and all paintings, drawings, prints or sculpture deposited by Metropolitan Museum with Modern Museum or by Modern Museum with Metropolitan Museum shall be returned to the depositing museum.

SIXTH: Pending delivery of each object of art to be acquired by Metropolitan Museum hereunder, Modern Museum shall retain the same for the benefit of Metropolitan Museum and shall insure it to the extent of its market value for the benefit of Metropolitan Museum by an all-risk fine arts policy or policies in the form currently in use. In case Modern Museum shall fail to deliver any such object of art to Metropolitan Museum by the date herein specified, Modern Museum shall forthwith pay to Metropolitan Museum a sum equal to the then market value of such object of art less any insurance recovered by Metropolitan Museum. For the purposes of this article, the market value of any such object of art shall be the amount heretofore determined by mutual agreement unless Metropolitan Museum

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at intervals of not less than one year shall have requested that such market value be redetermined, in which case the market value shall be the amount so redetermined by mutual agreement or in accordance with the provisions of Article NINTH hereof.

SEVENTH: Nothing herein contained shall be deemed (a) to limit the right of each party to control its own policy of purchases or (b) to require any party to accept deposits of objects of art which it may determine to be inappropriate for inclusion in its collections or (c) to prevent Metropolitan Museum from retaining, collecting or lending modern art prints and making them available to the public except through its own exhibitions or (d) to require the labelling of any objects of art acquired by Metropolitan Museum hereunder as the property of Metropolitan Museum until such time as said objects of art shall have been delivered to Metropolitan Museum or (e) to prevent Modern Museum from acquiring or exhibiting objects of American modern art appropriate to its function of presenting a rounded and balanced demonstration of modern art in all its phases and without limitation as to nationality.

Each party agrees that whenever it exhibits, reproduces or catalogues any painting, drawing, print or sculpture deposited with it or lent to it by any other party hereto, appropriate reference shall be made to the museum of origin and the donor or fund through which the work was originally acquired by the depositing or lending museum. Each party further agrees that whenever it catalogues any painting, drawing, print or sculpture sold to it by any other party hereto, appropriate reference shall be made to the selling museum and to the donor or fund through which the work was originally acquired by the selling museum.

EIGHTH: Except as specifically provided herein, each museum shall be free to follow such policies as it may deem advisable in all other activities and particularly in educational and other programs designed to encourage commercial and industrial art.

NINTH: In the event that any difference of opinion shall arise between the Metropolitan Museum and the Modern Museum over the

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interpretation of any provision hereof or its performance, the matter shall be referred to a committee composed of three Trustees from each of the two museums and the decision of a majority of such committee shall be final and binding upon the parties. If the committee shall be equally divided, the matter shall then be referred to an individual selected by a majority of such committee and the decision of such individual shall be final and binding upon the parties. A similar procedure shall be used in the event that any difference of opinion shall arise between the Modern Museum and the Whitney Museum and any decision so arrived at shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year first above written.

THE METROPOLITAN MUSEUM OF ART

By _____
President

Attest:

Secretary

THE MUSEUM OF MODERN ART

By _____
Chairman of the Board

Attest:

Secretary

WHITNEY MUSEUM OF AMERICAN ART

By _____
President

Attest:

Secretary

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Schedule B

Objects of art to be sold by Modern Museum to the Metropolitan pursuant to Article THIRD, Paragraph (2), of the foregoing agreement.

<u>Artist</u>	<u>Media</u>	<u>Title</u>
Cezanne	oil	Man in a Blue Cap
"	wc	Bathers Under a Bridge
Despiou	plaster	Little Peasant Girl
"	plaster	Madame Othon Friesz
"	bronze	Maria Lani
"	bronze	Seated Youth
Kolbe	bronze	Seated Figure
"	terra cotta	Crouching Figure
"	bronze	Portrait of Dr. Valentiner
Maillol	bronze	Portrait of Renoir
"	bronze	Ile de France
"	plaster	Spring
"	bronze	Standing Figure
"	bronze	Standing Woman
Matisse	oil	The Gourds
"	oil	Interior with Violin Case
"	oil	Bouquet on the Bamboo Table
Picasso	oil	La Coiffure
"	oil	Woman in White
Redon	tempera	Etruscan Vase
Rouault	oil	Portrait of Lebasque
"	gouache, etc.	Funeral
Seurat	dr	The Artist's Mother
"	dr	Lady Fishing
"	dr	Seurat—House at Dusk
Signac	wc	Village Festival

AMERICAN FOLK ART

Hicks	oil	The Residence of David Twining
"	oil	The Peaceable Kingdom
Unknown	oil	Baby in Red Chair
"	wc	Glass Bowl with Fruit
"	oil	The Quilting Party
"	wood	Eagle
"	wood	Henry Ward Beecher
"	copper	Weathervane-Fish
"	iron	Weathervane-Horse
"	oil	Child with Dog
"	"fractur"	Crucifixion
"	dr	Deer
"	dr	Horse
"	wood	Seated Woman

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September 25, 1947

MUSEUM OF MODERN ART, NEW YORK

FOR THE INFORMATION OF THE MUSEUM STAFF:

In a joint statement dated September 22, 1947 Roland L. Redmond, President of The Metropolitan Museum of Art, John Hay Whitney, Chairman of the Board of The Museum of Modern Art, and Mrs. G. Macculloch Miller, President of the Whitney Museum of American Art, announced the execution of an agreement designed to coordinate the activities of the three museums in the interest of broader service to the public.

The agreement recognizes the primary interest of the Whitney Museum in American art, of the Museum of Modern Art in both American and foreign modern art, and of the Metropolitan Museum in older art which, for convenience, is referred to as "classic art." The three museums agree to consult together and to cooperate in presenting the most complete and informative exhibitions in their respective fields and to lend freely to each other objects of art which might be useful in showing the development of current trends or the relationship of modern to classic art. Other arts, such as architecture, the motion picture, photography and industrial design, are not involved in the present agreement.

Under the agreement the Metropolitan Museum will apply part of its purchase funds to the acquisition of certain of the earlier pictures and sculptures by artists represented in the collections of the Museum of Modern Art. Payment will be made over a period of years and the Museum of Modern Art will retain these objects of art as long as they remain significant in the modern movement in art or until the expiration of the agreement which is fixed at ten years, subject to renewal for longer periods. Included in this part of the agreement are important works by the following late 19th Century artists and 20th Century artists of the older generation: Cezanne, Despiou, Kolbe, Maillol, Matisse, Picasso, Redon, Rouault, Seurat and Signac and a number of unusual objects of American folk art given to the Museum of Modern Art by Mrs. John D. Rockefeller, Jr. The Museum of Modern Art is retaining for the present all of its important collection of modern American paintings.

With the funds thus received the Museum of Modern Art will be able to buy to a greater extent than heretofore the works of distinguished American and foreign artists and of younger artists whose reputations are not yet established. It will be recalled that during the last four years the Metropolitan Museum, under an arrangement with the Whitney Museum, has applied substantial sums out of the Hearn Fund to the purchase of American art. This arrangement is confirmed and the Whitney Museum will continue to develop its activities in the field of American art. Therefore, to a certain extent, the Museum of Modern Art and the Whitney Museum will be competing in buying contemporary American art, but this competition should prove beneficial to American artists and reduce the chance that new and promising talent will be overlooked.

In line with the policy of cooperation, the Museum of Modern Art will in the near future transfer to the Metropolitan Museum the painting by Daumier, The Laundress, left to the Museum of Modern Art by the late Lizzie P. Bliss. The Metropolitan Museum will reciprocate by depositing with the Museum of Modern Art certain modern works such as the large Maillol bronze Chained Action and Picasso's Portrait of Gertrude Stein.

While the parties expect the agreement will provide a permanent pattern for their mutual activities, they recognize that it is unwise to bind institutions indefinitely to a particular course of conduct and have, therefore, arranged that the agreement will terminate in ten years. It is anticipated that a new agreement of similar character will be made when this agreement or any renewal thereof terminates.

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By this agreement the City of New York will be assured of an integrated art program. The Whitney Museum will remain solely a center for American art in the field of painting, drawing, prints and sculpture. The Museum of Modern Art will undertake the exhibition and collection of modern art of all kinds, both American and foreign, and as its collections become classic will transfer them to the Metropolitan Museum. The Metropolitan Museum will have great collections of modern art made available to it when they become appropriate for exhibition in a classic museum. Finally, collectors of modern art who wish to make their collections available to the public will be assured of fitting homes for them, first in the Museum of Modern Art and later in the Metropolitan Museum.

Following are the objects of art to be sold by Modern Museum to the Metropolitan pursuant to Article THIRD, Paragraph (2), of the agreement:

Cezanne	oil	Man in a Blue Cap
"	watercolor	Bathers under a Bridge
Despiau	plaster	Little Peasant Girl
"	plaster	Madame Othon Friesz
"	bronze	Maria Lani
"	bronze	Seated Youth
Kolbe	bronze	Seated Figure
"	terra cotta	Crouching Figure
"	bronze	Portrait of Dr. Valentiner
Maillol	bronze	Portrait of Renoir
"	bronze	Ile de France
"	plaster	Spring
"	bronze	Standing Figure
"	bronze	Standing Woman
Matisse	oil	The Gourds
"	oil	Interior with Violin Case
"	oil	Bouquet on the Bamboo Table
Picasso	oil	La Coiffure
"	oil	Woman in White
Redon	tempera	Etruscan Vase
Rouault	oil	Portrait of Lebasque
"	gouache, etc.	Funeral
Seurat	drawing	The Artist's Mother
"	drawing	Lady Fishing
"	drawing	Seurat--House at Dusk
Signac	watercolor	Village Festival
AMERICAN FOLK ART		
Hicks	oil	The Residence of David Twining
"	oil	The Peaceable Kingdom
Unknown	oil	Baby in Red Chair
"	watercolor	Glass Bowl with Fruit
"	oil	The Quilting Party
"	wood	Eagle
"	wood	Henry Ward Beecher
"	copper	Weathervane-Fish
"	iron	Weathervane-Horse
"	oil	Child with Dog
"	"fractur"	Crucifixion
"	drawing	Deer
"	drawing	Horse
"	wood	Seated Woman

A copy of the agreement is on file in the Secretary's Office should anyone care to read it. Also, Mr. Barr will be glad to supply any additional information concerning the agreement.

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Pleasant return

FOR RELEASE MONDAY
SEPTEMBER 22, 1947

In a joint statement Roland L. Redmond, President of The Metropolitan Museum of Art, John Hay Whitney, Chairman of the Board of The Museum of Modern Art, and Mrs. G. Macculloch Miller, President of the Whitney Museum of American Art, announced the execution of an agreement designed to coordinate the activities of the three museums in the interest of broader service to the public.

The agreement recognizes the primary interest of the Whitney Museum in American art, of the Museum of Modern Art in both American and foreign modern art, and of the Metropolitan Museum in older art which, for convenience, is referred to as "classic art". The three museums agree to consult together and to cooperate in presenting the most complete and informative exhibitions in their respective fields and to lend freely to each other objects of art which might be useful in showing the development of current trends or the relationship of modern to classic art. Other arts, such as architecture, the motion picture, photography and industrial design, are not involved in the present agreement.

Under the agreement the Metropolitan Museum will apply part of its purchase funds to the acquisition of certain of the earlier pictures and sculptures by artists represented in the collections of the Museum of Modern Art. Payment will be made over a period of years and the Museum of Modern Art will retain these objects of art as long as they remain significant in the modern movement in art or until the expiration of the agreement which is fixed at ten years, subject to renewal for longer periods. Included in this part of the agreement are important works by the following late 19th Century artists and 20th Century artists of the older generation: Cezanne, Despiiau, Kolbe, Maillol, Matisse, Picasso, Redon, Rouault, Seurat and Signac and a number of unusual objects of American folk art given to the Museum of Modern Art by Mrs. John D. Rockefeller, Jr. The Museum of Modern Art is retaining for the present all of its important collection of modern American paintings.

With the funds thus received the Museum of Modern Art will be able to buy to a greater extent than heretofore the works of distinguished American and foreign artists and of younger artists whose reputations are not yet established. It will be recalled that during the last four years the Metropolitan Museum, under an arrangement with the Whitney Museum, has applied substantial sums out of the Hearn Fund to the purchase of American art. This arrangement is confirmed and the Whitney Museum will continue to develop its activities in the field of American art. Therefore, to a certain extent, the Museum of Modern Art and the Whitney Museum will be competing in buying contemporary American art, but this competition should prove beneficial to American artists and reduce the chance that new and promising talent will be overlooked.

In line with the policy of cooperation, the Museum of Modern Art will in the near future transfer to the Metropolitan Museum the painting by Daumier, *The Laundress*, left to the Museum of Modern Art by the late Lizzie P. Bliss. The Metropolitan Museum will reciprocate by depositing with the Museum of Modern Art certain modern works such as the large Maillol bronze *Chained Action* and Picasso's *Portrait of Gertrude Stein*.

While the parties expect the agreement will provide a permanent pattern for their mutual activities, they recognize that it is unwise to bind institutions indefinitely to a particular course of conduct and have, therefore, arranged that the agreement will terminate in ten years. It is anticipated that a new agreement of similar character will be made when this agreement or any renewal thereof terminates.

By this agreement the City of New York will be assured of an integrated art program. The Whitney Museum will remain solely a center for American art in the field of painting, drawing, prints and sculpture. The Museum of Modern Art will undertake the exhibition and collection of modern art of all kinds, both American and foreign, and as its collections become classic will transfer them to the Metropolitan Museum. The Metropolitan Museum will have great collections of modern art made available to it when they become appropriate for exhibition in a classic museum. Finally, collectors of modern art who wish to make their collections available to the public will be assured of fitting homes for them, first in the Museum of Modern Art and later in the Metropolitan Museum.

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The Museum of Modern Art: The First Ten Years
by A. Conger Goodyear

THREE YEARS 1931-1934

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could do as mural painters. It was really a "natural" but it was also a headache. Not only did eighty per cent of the artists participating fail in their attempts to produce murals but at least two of the designs submitted were offensive. One showed Al Capone entrenched behind money bags, operating a machine gun, with President Hoover, J. P. Morgan, John D. Rockefeller and Henry Ford as his companions, and another mixed ticker tape with pigs and financiers. A committee of trustees at first was determined to throw out the foolish caricatures but finally they were wisely allowed to remain and attracted as little attention as they deserved.

The consensus of the critics, liberal as well as conservative, was that the exhibition was an "unfortunate disaster." One called it "simply terrible. It is the saddest event of a none too cheerful winter."¹⁰ Another summed up: "In sheer, dismal ineptitude the exhibition touches bottom,"¹¹ and a third described it as "easel painting glorified into an ignominious failure."¹² American artists had been given an opportunity to show what they could do with a given problem. That they proved unequal to the task is not surprising considering their lack of experience. As an experiment the exhibition was worth while, even though the results were negative.

In a radio broadcast at the opening of the new building, William Sloane Coffin, then President of the Metropolitan Museum of Art, said: "The frontier of art has no established tradition, no fixed judgment. For this reason the trustees of an older institution often hesitate and are timid in giving their stamp of approval to the experiments of the present. You are handicapped by no such inhibitions. The Museum of Modern Art 'believeth all things, hopeth all things, endureth all things,' and more often than not your faith will be entirely justified by the judgment of posterity. When the so-called 'wild' creations of today are regarded as the conservative standards of tomorrow is it too much to hope that you will permit some of them to come to the Metropolitan Museum of Art, leaving space on your walls for the new creations of the new day? If this museum will always remain modern, retaining faithfully the pioneer spirit of faith and adventure, you will have found what the ages have sought—the fountain of perpetual youth, whence shall well forever the spontaneous creative art of the future."

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By his remarks Mr. Coffin gave notice of plans for a closer cooperation between the two institutions that had been under discussion for some time. One of his suggestions had been a joint administration of the Hearn Fund, from which the Metropolitan enjoyed an annual income of about \$15,000, for the purchase of paintings by living Americans. It was proposed that such purchases should be made by a committee composed of representatives of the two institutions, that the pictures should remain in the possession of the Museum of Modern Art for ten years, after which they should pass to the Metropolitan Museum if they were desired for its permanent collection, those not wanted to be otherwise disposed of. Mr. Coffin's proposals were tentative and made without consultation with his Board; they were approved by our trustees.

There was a substantial rumor that some of the Metropolitan board did not consider the younger and wilder institution fit company. At any rate negotiations proceeded slowly. In the early part of 1932 Cornelius N. Bliss and Nelson A. Rockefeller had become trustees of the Metropolitan and a little later Stephen C. Clark was added to the board. With three common trustees the way seemed to be opening for a successful conclusion to the negotiations, but Mr. Coffin's unfortunate death a year later virtually stopped progress.

Mr. Bliss had been elected to our board in 1931 to take his sister's place. Chester Dale resigned from the board in November, 1931. The following year saw the addition of three new members, Mrs. John S. Sheppard, Nelson A. Rockefeller and Edward M. M. Warburg and the resignation of Mr. Sachs and Mr. Spaulding.

The first plans for the Museum had contemplated the establishment of a library of modern art. In the space occupied in the Heckscher Building there had been no room for a collection of books, but on the top floor of our new quarters in the room used for trustees' meetings a beginning was made with a gift of books from the President. In April, 1933, a library fund was authorized and two months later the trustees voted to employ a librarian. Iris Barry was the first librarian and Philip Johnson first chairman of the Library Committee. By October the collection had grown to thirteen hundred volumes.

With additional space came additional developments. An Archi-

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WHITNEY MUSEUM OF AMERICAN ART

G E R T R U D E V. W H I T N E Y, F O U N D E R

TEN WEST EIGHTH STREET · NEW YORK



October 1, 1948

The Trustees of the Whitney Museum of American Art today made the following announcement:

A short time after the death of Gertrude Vanderbilt Whitney, the founder and sponsor of the Whitney Museum of American Art, the Trustees of that Museum and the Trustees of the Metropolitan Museum of Art reached a tentative agreement looking toward the eventual coalition of the two museums. The Trustees of the Whitney Museum looked forward to this coalition, which would have combined the two most important collections of American art and housed them in a suitable wing of the country's largest museum, and at the same time would have continued the original purposes of Gertrude Vanderbilt Whitney in founding the Whitney Museum. Since 1943 the staffs of the two museums have endeavored to integrate their activities as a preliminary to this coalition. However, the aims of the two institutions in relation to contemporary art have proved to be so divergent that the Trustees of the Whitney Museum have decided to abandon the plans for coalition.

The Whitney Museum represents a long tradition of liberalism in contemporary American art. The Museum's origins go back forty years, to 1908, when Mrs. Whitney founded the Whitney Studio Gallery to provide a place where progressive artists, excluded from the academic art world, could exhibit and sell their work. For many years the Gallery and its successor the Whitney Studio Club were important centers of liberal art in the country. With the founding of the Whitney Museum in 1930 this liberal tradition was embodied in permanent form.

The Museum, which is primarily concerned with contemporary art, has always aimed impartially to represent the many diverse tendencies of the art of our time. Without attempting to present a mathematical cross-section of present-day art, it has tried to show its most vital trends and personalities. It was founded upon the principle that one of the most important duties of an institution devoted to contemporary art is to be hospitable to new tendencies and new talents, and it has always made a special point of giving early recognition to younger artists. Periodical viewings are held to which any artist anywhere in the country can send his work, and in this way many new artists come to the Museum's attention and are included in its exhibitions and its collections. A considerable proportion of every exhibition is by artists not previously represented in the Museum and often not previously shown by dealers. In the past the Museum was among the first to show successive trends such as expressionism, the

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American scene, social realism, and abstraction, which were later widely accepted; and it continues to give recognition to the advanced trends of today, without neglecting the solid achievements of artists of established reputations.

In the years of contact between the staffs of the Whitney Museum and of the Metropolitan Museum since the first announcement of the proposed coalition in 1943, it has become increasingly apparent that there were serious divergences in the attitude toward contemporary art of the two institutions, especially with respect to the showing of advanced trends in the art of today. This disagreement in fundamental principles raised grave doubts in the minds of the Trustees of the Whitney Museum whether the Museum's liberal tradition could be preserved after the coalition. This consideration outweighed the many advantages of the coalition. Therefore after careful deliberation they have decided reluctantly and with sincere regret to abandon the plans for the coalition. The Museum will be continued as an independent institution, carrying forward the liberal purposes on which it was founded by Gertrude Vanderbilt Whitney.