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*First Agreement -  
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## Agreement

between

THE METROPOLITAN MUSEUM OF ART

THE MUSEUM OF MODERN ART

and

WHITNEY MUSEUM OF AMERICAN ART

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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

(SEAL)

By ROLAND L. REDMOND  
*President*

Attest:

DUDLEY T. EASBY, JR.  
*Secretary*

THE MUSEUM OF MODERN ART

(SEAL)

By JOHN HAY WHITNEY  
*Chairman of the Board*

Attest:

ALLEN PORTER  
*Asst. Secretary*

WHITNEY MUSEUM OF AMERICAN ART

(SEAL)

By FLORA W. MILLER  
*President*

Attest:

WALTER G. DUNNINGTON  
*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.*

| <u>Arist</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    | Weather-vane-Fish              |
| "       | iron      | Weather-vane-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 apoly 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, Desplau, 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.