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	RdH	IV.45

THE  
NEW

Room 5600  
30 Rockefeller Plaza  
New York 20, N.Y.

13rd STREET  
CLE 5-8900  
NEW YORK

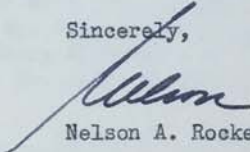
February 15, 1949

Dear Rene:

I thought the release was excellent. I have just one small suggestion which I have marked on the copy which is returned herewith. As soon as we hear from Jock regarding the Whitney Museum Board, we can go ahead with it.

Many thanks,

Sincerely,

  
Nelson A. Rockefeller

Mr. Rene d'Harnoncourt  
Museum of Modern Art  
11 West 53rd Street  
New York, New York

Mr. Rene d'Harnoncourt  
Museum of Modern Art  
New York, New York

TRUSTEES: John Hay Whitney, Chairman of the Board; Henry Allen Moe, 1st Vice-Chairman; William A. M. Burden, 2nd Vice-Chairman; Sam A. Lewisohn, 3rd Vice-Chairman; Nelson A. Rockefeller, President; Phillip L. Goodwin, 1st Vice-President; Mrs. David M. Levy, 2nd Vice-President; Ranald H. Macdonald, Treasurer; John E. Abbott, Alfred H. Barr, Jr., Mrs. Robert Woods Bliss, Stephen C. Clark, Rene d'Harnoncourt, Walt Disney, Mrs. Edsel B. Ford, A. Conger Goodyear, Mrs. Simon Guggenheim, Wallace K. Harrison, James W. Husted, Mrs. Albert D. Lasker, Henry R. Luce, William S. Paley, Mrs. E. B. Parkinson, Mrs. Charles S. Payson, David Rockefeller, Beardsley Ruml, James Thrall Soby, Edward M. M. Warburg, Monroe Wheeler.

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THE MUSEUM OF MODERN ART  
NEW YORK 19

11 WEST 53rd STREET  
TELEPHONE: CIRCLE 5-8900  
CABLES: MODERNART, NEW-YORK

February 11, 1949

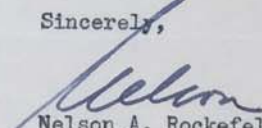
Dear Rene:

In line with the motion passed by the Board of Trustees yesterday afternoon authorizing the conclusion of a formal agreement between the Whitney Museum and the Museum of Modern Art, and as instructed by Mr. Whitney, Chairman of the Board, I am appointing a committee to handle the negotiations. I am writing this letter to ask whether you will be good enough to serve on this committee, which I hope will include the following: Mr. John Hay Whitney, Mr. Stephen C. Clark, Mr. A. Conger Goodyear, Dr. Henry Allen Moe, Mr. Philip L. Goodwin, as architect, Mr. James W. Husted as counsel, and myself.

Mr. Husted is preparing a form of contract; as soon as this is completed in first draft, a copy will be sent to each member of the committee who will then meet to discuss it.

It will be a pleasure to work with you on this committee. With best wishes,

Sincerely,

  
Nelson A. Rockefeller  
President

Mr. Rene d'Harnoncourt  
Museum of Modern Art  
New York, New York

TRUSTEES: John Hay Whitney, Chairman of the Board; Henry Allen Moe, 1st Vice-Chairman; William A. M. Burden, 2nd Vice-Chairman; Sam A. Lewisohn, 3rd Vice-Chairman; Nelson A. Rockefeller, President; Philip L. Goodwin, 1st Vice-President; Mrs. David M. Levy, 2nd Vice-President; Ronald H. Macdonald, Treasurer; John E. Abbott, Alfred H. Barr, Jr., Mrs. Robert Woods Bliss, Stephen C. Clark, Rene d'Harnoncourt, Walt Disney, Mrs. Edsel B. Ford, A. Conger Goodyear, Mrs. Simon Guggenheim, Wallace K. Harrison, James W. Husted, Mrs. Albert D. Lasker, Henry R. Luce, William S. Paley, Mrs. E. B. Parkinson, Mrs. Charles S. Payson, David Rockefeller, Beardsley Ruml, James Thrall Soby, Edward M. M. Warburg, Monroe Wheeler.

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February 11, 1949

Dear Nelson:

Here is the draft of the promised release.

We wrote the announcement as coming from Mrs. Miller and Mr. Whitney. However it occurred to us that the name of Mr. Whitney appearing prominently at the start of the release may give the newspapers the idea of a merger which, I believe, you want to avoid. Because of this I wonder if you would prefer to have the announcement made in the name of the two Boards of Trustees only.

I also wonder if one should not add a sentence of appreciation of Mrs. Whitney's work in the quotation by Jock Whitney, but felt that we should not formulate such a statement for him.

With very best regards,

Faithfully yours,

Mr. John Hay Whitney  
630 Rockefeller Center  
New York 20

Rene d'Harnoncourt

Enc.  
Mr. Nelson A. Rockefeller  
Room 5600  
30 Rockefeller Plaza  
New York 20

Enc.

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*RdH*

Mr. J. [unclear] [unclear], President of the Board of Trustees of  
the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman  
of the Board of Trustees of the Museum of Modern Art, announce that an  
agreement between the Board of Trustees of the two museums has been  
reached by which the Museum of Modern Art will make available space in  
the west end of its garden for a new building for the Whitney Museum.  
The details of the agreement are presently being worked out.

February 11, 1949

Dear Jock: It will not affect the current art policies of the two  
museums and their complete independence of one another. As in the past,  
they will continue their separate competition in the field of American  
art. As agreed in 1947, the Whitney Museum will not exhibit foreign  
works and the Museum of Modern Art will not arrange shows comparable  
to the Whitney Museum's annual exhibition of sculpture.

Faithfully yours,

Rene d'Harnoncourt

Upon the recommendation of the Committee of the  
Whitney Museum and the Museum of Modern Art, John Hay Whitney, Chairman  
of the Board of Trustees of the Museum of Modern Art, states:  
"The Trustees of the Museum of Modern Art are delighted at the  
opportunity to welcome a good neighbor at the Whitney Museum,  
New York 20. We feel that the proximity of the two institutions  
in the heart of the city most accessible both to the Yorkers and to the  
out-of-town visitors will greatly increase the effectiveness of their  
separate but supplementary programs."

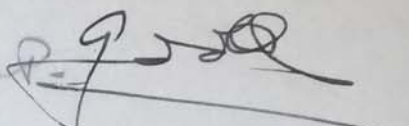
Mr. John Hay Whitney  
630 Rockefeller Center  
New York 20

*Relinquished by [unclear]*

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*a proposed*  
Draft of ~~agreement~~ *announcement*



Mrs. G. Macculloch Miller, President of the Board of Trustees of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, announce that an agreement between the Boards of Trustees of the two museums has been reached by which the Museum of Modern Art will make available space in the west end of its garden for a new building for the Whitney Museum.

Specific details of the agreement ~~will be worked out~~ *are presently being worked out* at a later date.

The agreement will not affect the current art policies of the two museums and their complete independence of one another. As in the past, they will continue their friendly competition in the field of American art. As agreed in 1947, the Whitney Museum will not exhibit foreign works and the Museum of Modern Art will not arrange shows comparable to the Whitney Museum's annual exhibitions of American painting and sculpture.

Upon the announcement of the decision of the Trustees of both the Whitney Museum and the Museum of Modern Art, John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, stated:

"The Trustees of the Museum of Modern Art are delighted at the opportunity to have such a welcome good neighbor as the Whitney Museum of American Art. We feel that the proximity of the two institutions in the section of the city most accessible both to New Yorkers and to the out-of-town visitors will greatly increase the effectiveness of their independent but supplementary programs."

*Statement by Mrs. Miller*

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March 17, 1950

Dear Lloyd:

Here are the galley proofs and the setup for the names of the signatories. <sup>Friday, March 24, at six P.M. could be held in her apartment rather than at the Museum</sup> Please let me know on Monday before noon if it has <sup>Thomas is going to work with Louise looking to see Art Kohn's name and it will be difficult to find a quiet place to hold.</sup> your o.k.

Everybody believes that the 28th is the best possible <sup>Mr. Miller hopes you will be able to join us at her home.</sup> release date.

With very best regards,

Faithfully yours,

Rene d'Harnoncourt

Mr. Lloyd Goodrich  
Whitney Museum of American Art  
10 West 8th Street  
New York 11, New York

Encs.

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March 22, 1950

March 22, 1950

Dear Philip:

Mrs. Miller asked if our meeting on Friday, March 24, at six P.M. could be held at her apartment rather than at the Museum. This is a very good idea because Friday the Museum is going to swarm with teachers coming to our Art Education Conference and it will be difficult to find a quiet place to hide.

Mrs. Miller hopes you will be able to join us at her home.

With very best regards,

Faithfully yours,

Rene d'Hernoncourt

Mr. Philip L. Goodwin  
32 East 57th Street  
New York 22

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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THE MUSEUM OF MODERN ART  
 11 W. 54th STREET  
 OFFICE OF THE ASSISTANT TENDERS

December 8, 1949

MEMORANDUM

February 24, 1949

TO: Mr. Nelson A. Rockefeller

FROM: Martha Dalrymple

SUBJECT: Museum of Modern Art Release

Attached is a draft of a release which Rene D'Harnoncourt and I worked on yesterday. He asked me to tell you that he would like very much to have your comments this morning as early as possible. He will be tied up between 11 and 11:30 with a press conference on the furniture but otherwise will be free. He hoped that either you or he could read the release to Mr. Clark on the telephone and that he could then clear it with Mr. More at lunch.

In the attached release we have kept as much of Mr. Clark's phraseology as possible. Point 3 bothers me some because I can foresee both Museums' being asked some rather specific questions about who will go, where will they go, how much is budgeted for this purpose, etc. Rene agrees with me that at the moment do not measure up to the expressed intent but felt the point should be included because of Mr. Clark's interest in emphasizing this aspect.

- (a) Build 6 floors with floor levels continuing from this building, plus one basement.
- (b) Take in the entire area of the land at 21 thus eliminating the court yard on the garden side.
- (c) Use the present retaining walls and install no engineering equipment but service the building on the equipment in this building, which is in effect right now.
- (d) This would give us about 125,000 cu.ft., and as left space might be accomplished for \$1.50 a cu.ft.

Allowing two floors for the classes, we would still have room for the operations presently housed in the building with the added space gained by doing away with the court yard on each floor.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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*File*  
THE MUSEUM OF MODERN ART  
11 W. 53rd STREET  
OFFICE OF THE ASSISTANT TREASURER

February 24, 1949

*24-23*  
As you know, we have a fund of \$225,000 for building purposes, and I believe such a project would be within the intentions of  
Dear Nelson:

The problem of space is ever-present, and one space problem which is very much on my mind is what to do, long-range, with Victor's classes now that this experimental year is proving so successful. They are presently housed at 681 Fifth Avenue as a statutory tenant in space far from ideal and not worth putting money into unless we can obtain a long term lease - impossible on last inquiry.

The Whitney situation prompts two suggestions as it seems reasonable to assume that if this goes through, we will not be building for our own use for many years.  
*Sincerely,*

I. If the Whitney should need only 4 or 5 floors out of a six story building, would it be feasible to suggest that we lease one or two floors from them which would be sufficiently isolated from their operation to permit day and night use. It is costing us about \$5,750 a year to rent the present space of about 4,000 sq.ft. at 681 Fifth Avenue. I realize that such an arrangement might appear to infringe upon their status as a separate entity and might therefore entirely invalidate the suggestion.

*New York City, New York*  
II. You probably agree that the space at 21 West 53rd Street is not very usable in relation to its value, particularly with 2 floors cut off by the building code. If this building could be converted into a completely modern structure, in other words, reconstruct the building, we would be able to provide adequate space for the classes in that structure. I have made a few inquiries, and roughly it appears that we could:

- (a) Build 6 floors with floor levels continuing from this building, plus one basement.
- (b) Take in the entire area of the land at 21 thus eliminating the court yard on the garden side.
- (c) Use the present retaining walls and install no engineering equipment but service the building on the equipment in this building, which is in effect right now.
- (d) This would give us about 126,000 cu.ft., and as left space might be accomplished for \$1.50 a cu.ft.

Allowing two floors for the classes, we would still have room for the operations presently housed in the building with the added space gained by doing away with the court yard on each floor.

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THE MUSEUM OF MODERN ART

NEW YORK NY

11 WEST 53rd STREET  
TELEPHONE: CIRCLE 2-0800  
FALLS, MUSEUMS, AND 1940

Pg. - 2 -

As you know, we have a fund of \$225,000 for building purposes, and I believe such a project would be within the intentions of the donors.

I am sending a copy of this memo to Rene in case you think all or a part of these suggestions should be discussed by the coordinating committee.

I hope you don't think these suggestions are presumptuous on my part.

With best wishes,

Sincerely,

Mr. Nelson Rockefeller  
30 Rockefeller Plaza  
New York City, New York

IU:bg  
CC: Mr. Rene d'Harnoncourt

*I am still too close to you to send  
if they are good - thank you for letting  
me send them to you and please let me  
know what you think of them*

*See under enclosed.  
7 copies*

*Jan 1952*

*Dear Rene*

*My god! My own suggestions are a real and one  
which only I could think of and I should be (in both respects) with  
anything and I may reply - privately or publicly, which might not  
be useful. I am sorry about it.*

*I should say a separate and please (Hess) is still  
document - nothing was sent. This is not really an outpour  
and one thing which is still...*

*(over)*

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	RdH	IV.45

THE MUSEUM OF MODERN ART  
NEW YORK 19

11 WEST 53rd STREET  
TELEPHONE: CIRCLE 5-8900  
CABLES: MODERNART, NEW-YORK

RENE D'HARONCOURT  
DIRECTOR

Dear Henry

Here are the drafts of the Agreement and the release. - I am still too close to them to know if they are good. - Thank you for letting me send them to you and please let me know what you think of them

con mudo saludos.  
x gracias ..

René

Dear Rene:

Dec 4, 1949

Very good! My own suggestions are minor and are verbal only:

I doubt that the word established (in both documents) adds anything: and it may imply a fixity or rigidity which ought not be implied. I favor leaving it out.

I should say viewpoints and policies (plural) in both documents - as being more exact. There is not merely one viewpoint and one policy in each institution.

(over)

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I think I should ~~not~~ describe the Whitney as the most important forum  
for American Art and American artists; and then I'd add fine, or  
 another ~~of~~ adjective, to describe my contribution. I have no strong opinion  
 on this.

In the agreement, I think the addition of the two words in  
 the last sentence aids clarification.

I know how difficult it is to get agreement on  
 documents like these. As said, <sup>your</sup> ~~these~~ drafts are, in  
 my opinion, very good. If my suggestions do not appeal  
 to you, or ~~with~~ if they will make agreement harder  
 to get, just forget 'em!

Best luck!

Yrs. Harry

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of our mission must be preserved. But we also believe that we  
Mrs. G. Macculloch Miller, President of the Whitney Museum  
of American Art, and Mr. John Hay Whitney, Chairman of the Board  
of Trustees of the Museum of Modern Art, announce that an agree-  
ment has been reached between the two museums concerning their  
respective activities in the field of contemporary American art.  
The text of this agreement is as follows:  
We, the Whitney Museum of American Art and the Museum of  
Modern Art, agree to cooperate in the field of contemporary  
American art in order to establish through our respective efforts  
broader and more comprehensive programs in this field. We believe  
that the interests of the public and of American artists will best  
be served if each of the two institutions enlarges and intensifies  
its activities in accordance with its own established viewpoint  
and policy. The Museum of Modern Art recognizes the unique  
achievements of the Whitney Museum in the field of American paint-  
ing and sculpture, and is fully aware that the Whitney Museum,  
true to the aims of its founder, Gertrude Vanderbilt Whitney, has  
established itself as a forum for American art and American artists.  
The Whitney Museum of American Art recognizes the contribution of  
the Museum of Modern Art to the public's knowledge and appreciation  
in the entire field of modern art, including painting and sculpture,  
architecture, design, photography and the motion picture, and its  
concern with American art as an important and dynamic factor in  
the art of our time. We believe that in as broad and diverse a  
field as contemporary art, a variety of institutional viewpoints is  
essential, and that the established viewpoints and policies of each

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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of our museums must be preserved. But we also believe that we can best serve the public by coordinating our activities so as to avoid duplication and waste effort, and so as to use our resources most effectively for the public benefit.

In carrying out our respective programs, each of our museums will make available substantial additional funds for its purchases in the field of contemporary American art, and will increase its efforts to draw on new talent throughout the country. The two institutions will lend freely to each other from their collections and will coordinate their exhibition programs so that between the two museums the public will be able to view, at all times, a large and representative collection of contemporary American art. The two museums will avoid unnecessary duplication of subjects or types of exhibitions, or conflicts in dates; and will assist each other in matters of research and in the circulation of exhibitions. Both museums wish to emphasize that this will not involve any joint program of acquisitions, in which we feel that complete independence of viewpoint is essential.

A coordination committee of staff members from each institution will be appointed to carry out this program.

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DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN  
ART AND THE MUSEUM OF MODERN ART

*Institutions will lend to each other from their collections and coordinate their exhibition programs so that between the two the public can see to view, at all times a large and significant collection of modern American art.*

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to cooperate in the field of modern art in order to establish through our respective efforts a broader and more comprehensive program in this field. We believe that the interests of the public and the American artists will best be served if each of the two institutions enlarges and intensifies its activities in accordance with its own established *viewpoint* policy. The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture. It is fully aware that the Whitney Museum, true to the aims of its founder, Mrs. Gertrude Vanderbilt ~~Whitney~~ <sup>Whitney</sup> has established itself as a forum for American art and American artists. The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in the art of our time.

In order to make <sup>the proposed</sup> ~~this~~ program most effective, each of the two museums will make available <sup>substantial</sup> additional funds for its purchases in the field of <sup>modern</sup> American art and will increase its efforts to draw on new talent throughout the country. The two

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WHITNEY MUSEUM  
2  
Tentative Exhibition Program

*freely*  
institutions will lend to each other from their collections and coordinate their exhibition programs so that between the two museums the public will be able to view, at all times, a large and representative collection of modern American art. To avoid unnecessary duplication of effort and overlapping of programs the two museums will assist each other in matters of research and in the circulating of exhibitions, and establish a staff committee to coordinate their independent activities.

To: Mr. Wheeler

Re: Whitney Museum Exhibition

From: Estelle Hoyt

Schedule

attached herewith is a copy of the Exhibition Schedule for the Whitney Museum of American Art sent to Mr. d'Harnoncourt for

- CC: Mr. Clark  
Mr. Rockefeller  
Dr. Moe  
Mr. Whitney  
Mr. Barr  
Mr. Ritchie  
Miss Chamberlain

- Mr. Goodrich  
Mr. More

Address

Late 1951 or early 1952

First exhibition in new building.

The Whitney Collection

John Sloan Retrospective Exhibition

193 Room

(May go also to Corcoran, Washington,

and Chicago Art Institute)

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# THE MUSEUM OF MODERN ART

**Date** July 14, 1950

**To:** Mr. Barr  
Mr. Ritchie  
Mr. Wheeler

**Re:** Whitney Museum Exhibition

**From:** Natalie Hoyt

Schedule

Attached herewith is a copy of the Exhibition Schedule for the Whitney Museum of American Art sent to Mr. d'Harnoncourt for delivery to you.

Sunday, February 12th (6 weeks) (Smaller version may be circulated by the Museum of Modern Art)

Saturday, February 24th (6 weeks) 1951 Annual of Contemporary American Sculpture Watercolors and Drawings (Selection of 50 items to be circulated by the Museum of Modern Art)

Friday, April 13th (6 weeks) Acquisitions (1947-1950)

Faithfully yours,

Season 1951-52

Autumn

First exhibition in new building.  
The Whitney Collection

Late 1951 or early 1952

John Sloan Retrospective Exhibition  
150 Items

Mr. James S. Flout  
Director  
The Institute of Contemporary  
130 Seabury Street  
Boston 18, Mass.

(May go also to Corcoran, Washington,  
and Chicago Art Institute)

Handwritten notes and scribbles at the bottom of the page, including the number "10-19" and other illegible markings.

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# THE MUSEUM OF MODERN ART

Date January 12, 1950

✓ Mr. d'Harnoncourt  
 Mr. Barr  
**To:** Mr. Ritchie  
**From:** Monroe Wheeler

**Re:** Exhibition Schedule  
of the Whitney Museum

I attach hereto a tentative exhibition program of the Whitney Museum which was given to me yesterday by Herman More.

Sunday, February 12th (6 weeks) *approval.* 90 items: 100 pages, 40 images. (Smaller version may be circulated by the Museum of Modern Art)

Saturday, February 24th *think this is* 1951 Annual of Contemporary American Sculpture  
 Sunday, April 8th *we do not want to give* Watercolors and Drawings  
 (6 weeks) *ask for credit where necessary* (Selection of 50 items to be circulated by the Museum of Modern Art)

Friday, April 13th Acquisitions (1947-1950)  
 Tuesday, May 29th  
 (6 weeks)

Faithfully yours,

Season 1951-52

Autumn

First exhibition in new building.  
 The Whitney Collection

Late 1951 or early 1952

John Sloan Retrospective Exhibition  
 150 Items

Mr. James S. Fleut  
 Director  
 The Institute of Contemporary Art  
 130 Southbury Street  
 Boston 15, Mass.

(May go also to Corcoran, Washington,  
 and Chicago Art Institute)

*Handwritten notes:*  
 10-1-50  
 20-1-50  
 25-1-50

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Mr. Barr  
Mr. Goodrich  
WHITNEY MUSEUM

Tentative Exhibition Program

Season 1949-50

1950  
Tuesday, April 4th  
Monday, May 29th  
1950 Annual of Contemporary American Sculpture  
Watercolors and Drawings  
(Selection of 50 items to be circulated  
by the Museum of Modern Art)

Season 1950-51

Tuesday, September 19th  
Tuesday, October 10th  
(3 weeks)  
Saturday, October 14th  
Sunday, November 5th  
(3 weeks)  
Friday, November 10th  
Sunday, December 31st  
(7 weeks)  
Part I Permanent Collection - oils  
Part II Permanent Collection - sculpture,  
watercolors and drawings  
1950 Annual of Contemporary American Painting  
(Selection of 50 paintings to be circu-  
lated by the Museum of Modern Art)

1951

Saturday, January 6th  
Sunday, February 18th  
(6 weeks)  
Saturday, February 24th  
Sunday, April 8th  
(6 weeks)  
Arshile Gorky Memorial Exhibition  
90 Items: 50 pgs., 40 drwgs.  
(Smaller version may be circulated  
by the Museum of Modern Art)  
1951 Annual of Contemporary American Sculpture  
Watercolors and Drawings  
(Selection of 50 items to be circulated  
by the Museum of Modern Art)

Friday, April 13th  
Tuesday, May 29th  
(6 weeks)  
Acquisitions (1947-1950)

Faithfully yours,

Season 1951-52

Autumn  
Late 1951 or early 1952  
First exhibition in new building.  
The Whitney Collection  
John Sloan Retrospective Exhibition  
150 Items  
(May go also to Corcoran, Washington,  
and Chicago Art Institute)

Mr. James S. Flax  
Director  
The Institute of Contemporary Art  
130 Newbury Street  
Boston 16, Mass.

Handwritten notes and scribbles at the bottom of the page, including the number "19" and some illegible markings.

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cc: Mr. Barr  
Mr. Goodrich

February 17, 1950

October 11, 1948

Dear Jim:

Alfred Barr just pointed out to me that the Rouault exhibition mentioned in the fourth line of the second paragraph of the proposed news release was an exhibition of prints and might be mistaken by the public as as a reference to the big Rouault exhibition which was organized by you. I therefore suggest that we change this reference to read:

"A number of exhibitions organized by the Museum of Modern Art, such as those of Henri Rousseau, Elie Nadelman, and Ben Shahn have been shown also at the Institute of Contemporary Art."

If this is agreeable to you, please let Lloyd Goodrich know, who will, of course, be shppy to make this change with your approval.

I don't think this is a very important point but on the other hand we do not want to give the appearance that we are looking for credit where none is due us.

With very best regards,

Faithfully yours,

Rene d'Harnoncourt

Mr. James S. Plaut  
Director  
The Institute of Contemporary Art  
138 Newbury Street  
Boston 16, Mass.

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*File*

MEMORANDUM

October 11, 1948

TO: Mr. René d'Harnoncourt  
FROM: Susan Cable  
SUBJECT: Metropolitan Agreement

Attached herewith is a revised copy of the agreement with a copy of Mr. Redmond's covering letter which I think is self-explanatory. Also enclosed is a copy of the letter which Nelson wrote to Alfred.

SC:ms

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Draft  
2/21/49  
J.W.H.

The Museum of Modern Art  
11 West 53rd Street  
New York 19, N. Y.

Gentlemen:

Under date of September 15, 1947, we entered into an agreement with The Metropolitan Museum of Art and your institution which, among other things, defined the activities of the parties in regard to the collection and exhibition of paintings, drawings, prints and sculpture. At that time an arrangement in principle was in effect between the Metropolitan Museum and our institution providing for the coalition of the two institutions. Since then, the proposed coalition has been abandoned and, as a consequence thereof, the agreement of September 15, 1947 between the three museums was amended under date of , 1948 to eliminate us as a party.

As between our two institutions, the important agreements contained in the September 15, 1947 agreement were (a) that we would consult with each other in connection with developing representative collections in the fields in which we are specially interested, (b) that you would not hold annual exhibitions of American modern art comparable

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to the annual exhibitions heretofore held by us, (c) that we would advise each other of our respective programs of exhibitions and cooperate with each other in coordinating these programs, and (d) that we would confine our activities to the field of American art and not exhibit foreign modern art.

As a result of recent discussions, we are happy to confirm the renewal of our former agreements as set forth in clauses (a), (b), (c) and (d) in the last paragraph. In confirmation of this, we ask that you sign a copy of this letter in the space provided below and return the copy to us.

It is understood that each of us is free at any time to terminate this agreement on thirty days' written notice to the other.

Very truly yours,

WHITNEY MUSEUM OF AMERICAN ART

By \_\_\_\_\_

CONFIRMED:

THE MUSEUM OF MODERN ART

By \_\_\_\_\_

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FILE

THE MUSEUM OF MODERN ART

Memorandum for the Committee of Trustees appointed to conduct negotiations with Whitney Museum of American Art

TO THE MEMBERS OF THE COMMITTEE:

I am enclosing herewith:

1. A draft of long term lease from The Museum of Modern Art to Whitney Museum of American Art.
2. A draft of agreement between The Museum of Modern Art and Whitney Museum of American Art reaffirming the agreements between them contained in the Metropolitan Museum, Modern Museum and Whitney Museum agreement of September 15, 1947, which was later amended to drop out Whitney Museum as a party

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after the proposed coalition between Metropolitan Museum and Whitney Museum fell through.

At the last meeting of our Board, we discussed letting the Whitney Museum build on our 54th Street property. The Board approved this proposal in principle and authorized the President to appoint a committee to conduct negotiations. I was asked to get up the necessary papers and forward drafts for discussion to members of the committee. A meeting is then to be called after committee members have had a chance to look over the drafts.

I have had discussions with Messrs. Dunnington and Miller, who represent the Whitney Museum, but have not yet submitted any papers to them.

The enclosed lease is a draft in skeleton form. It will make simpler reading than a draft of definitive lease and I thought that it was not worth while putting the finishing touches on the lease until it was more certain that it was a lease arrangement that we wished to make with the Whitney Museum. The theory of the lease is simple. We are willing to lease them enough property on 54th Street for a museum building which Whitney Museum is to erect at its cost and they are asked to pay by way of rent only the carrying charges, whatever they may be, of the leased

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property. As there will be no taxes involved, the carrying charges should be nominal. While the lease is to last for a long period of years, it is to terminate prior thereto if at any time the property ceases to be used for the purposes for which we leased it.

This same type of arrangement I worked on a number of years ago when a number of individuals put up money for additional polo fields at Meadow Brook. The money went into a new corporation which bought the property and made the lease to Meadow Brook Club. In the event that Meadow Brook Club stops playing polo on these fields, the property reverts to the lessor corporation and the stockholders who originally put up the money can then sell or make whatever use they want of the property.

It will doubtless be necessary to make additional agreements with Whitney Museum about their use of the property. For instance, if it is decided to build a covered passage connecting the two museums, we will probably want to have that arrangement down on paper. I see no point at this time, however, in trying to forecast all such possible developments and cover them in the basic lease.

The other agreement which is enclosed is, I hope, self-explanatory. The provisions and phraseology are based

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on the Metropolitan Museum, Modern Museum and Whitney Museum agreement of September 15, 1947. My only comment as to this agreement is the suggestion that it be entered into separately so that this agreement and the proposed lease will each stand on its own legs and not be regarded as part of one deal.

The real difficulty that I have run into is in regard to admission fees. By indenture of November 27, 1935, Mrs. Gertrude Vanderbilt Whitney created a trust, to which she turned over certain paintings, drawings and statuary and about \$1,220,000 in cash or market value of securities. The fund was to be used for the purpose of maintaining an art gallery "for the use and benefit, free of expense to them, of all persons whomsoever, subject only to suitable rules and regulations". The Trustees were empowered to form a corporation to carry out the purposes of the gift and to transfer to such corporation the trust assets. This was done and Whitney Museum of American Art was incorporated by special act of the New York Legislature on February 26, 1936. The charter of the corporation contains among the corporate purposes the language quoted above.

From what I have said above, it seems clear that under its present charter, Whitney Museum of American Art

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cannot charge admission fees, and, furthermore, that the funds given to it by the Trustees under the indenture of November 27, 1935 were handed over with a similar restriction. I am afraid that in order to clear up these two difficulties, the charter would have to be amended by the State Legislature and the courts of New York State on application of the Whitney Museum of American Art would have to lift this restriction on the use of its funds. While it might not be difficult to get the Legislature to amend the charter, I am not at all sure that a court could be persuaded to let the Whitney Museum of American Art charge admission fees in view of the very definite language which Mrs. Whitney had included in the indenture of November 27, 1935. The only bright idea I have had so far is to ask the Attorney General to rule that if we have a "free day" once a week or periodically, so that the public has a chance to see the exhibitions without charge, this complies with the requirements of the charter and the indenture. Perhaps with such a moral immunity bath, the Trustees of the Whitney Museum of American Art would be willing to go ahead and charge admission fees except on free days.

February 21, 1949.

JAMES W. HUSTED

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Whitney Museum Statement by Lloyd Goodrich

Mrs. G. Macculloch Miller, President of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, announce that an agreement has been reached between the two museums concerning their respective activities in the field of contemporary American art. The text of this agreement is as follows:

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to cooperate in the field of contemporary American art in order to establish through our respective efforts broader and more comprehensive programs in this field.

We believe that the interests of the public and of American artists will best be served if each of the two institutions enlarges and intensifies its activities in accordance with its own established viewpoint and policy. I

The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture and is fully aware that the Whitney Museum, true to the aims of its founder Gertrude Vanderbilt Whitney, has established itself as an important forum for American art and American artists. \* II

III The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in the art of our time. We believe that a broad and diverse field as contemporary art a variety of institutional viewpoints is essential and that the established viewpoints and policies of our two Museums must be preserved, but we also believe that we can best serve the public by coordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

Handwritten notes and arrows on the left margin, including a large arrow pointing from the first paragraph to the second, and the Roman numeral 'I' written vertically.

Handwritten note: "out"

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VI see fellows p 1

2

VII

In carrying out our respective programs, each of our Museums will make available substantial additional funds for its purchases in the field of contemporary American art and will increase its efforts to draw on new talents throughout the country. The two institutions will lend freely to each other from their collections and will coordinate their exhibition programs so that between the two Museums the public will be able to view at all times a large and representative collection of American art. The two Museums will avoid unnecessary duplication and types of exhibitions or conflicts in dates and will assist each other in matters of research and in the circulation of exhibitions. Both Museums wish to emphasize that this will not involve any joint program of acquisitions in which we feel that complete independence of viewpoint is essential.

replace by 000

VIII

A coordination committee of staff members from each institution will be appointed to carry out this program.

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November 22, 1949

MOMA and WHITNEY

Mr. John Hay Whitney

policies

Rene d'Harnoncourt of course continues to present one-man exhibitions of those American artists whose work they believe should be presented to the public on a representative scale.

Both institutions will cooperate to the fullest extent through loans and services. The Museum of Modern Art,

Dear Jock: might through its Department of Circulating Exhibitions assist the Whitney Museum in bringing its ex-

Here is a rough outline of a statement which Nelson asked me to prepare to serve as a basis for discussion of the policies of the Museum of Modern Art and the Whitney Museum of American Art in the field of modern American painting and sculpture. The discussions I had with my colleagues at the Museum were by necessity informal and tentative and I have not yet been able to get together with the staff of the Whitney for a meeting. I have, however, talked with them over the 'phone and know that they are most eager to come out with a joint statement of program. Alfred Barr, Andrew Ritchie, Dorothy Miller and I are meeting with them tomorrow. In view of this I have taken the section concerning the Whitney's program from their previous statements.

In order to give the American public the most representative picture of modern art, its immediate antecedents and current developments, the Museum of Modern Art and the Whitney Museum of American Art have developed programs which they believe will supplement each other, avoid harmful duplication and allow each institution to maintain and develop their own tradition in a spirit of friendly competition.

The Whitney Museum concerns itself primarily with a representative showing of American art through its annual exhibitions of painting and sculpture and watercolors, one hundred and fifty or more artists being represented by one or two works each. The Museum of Modern Art will continue its group shows devoted to either a small number of outstanding artists or to the demonstration of movements. This program includes the presentation of new talent and emerging trends.

The Museum of Modern Art will also initiate a series of informal small exhibitions to be shown possibly on the penthouse floor which will be devoted to showing previously unrecognized talents as they arise. Such informal shows will also give young artists an opportunity for sales to a limited but appreciative public.

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March 24, 1949

Dear Mr. [Name]

Whitney agreement

Both museums will of course continue to present one-man exhibitions of those American artists whose work they believe should be presented to the public on a representative scale.

Both institutions will cooperate to the fullest extent through loans and services. The Museum of Modern Art, for example, might through its Department of Circulating exhibitions assist the Whitney Museum in bringing its exhibitions to other cities, etc. A pooling of forces for research and installation should also be worked out whenever possible.

Dear Mr. [Name]

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March 18, 1949

LIFE article

Mr. Nelson A. Rockefeller

Whitney agreement

Rene d'Harnoncourt

Loan request

Dear Nelson:

There are two points I forgot to mention to you yesterday. One concerns the LIFE article: I am not sure if you know that Lloyd Goodrich of the Whitney, as a major lender to the Boston show, has written a letter of protest to LIFE and has collected the signatures of all but four of the thirty lending institutions and private collectors. This letter is going out within a day or two and should go a long way to convince Henry Luce that the article was considered unfair by many major institutions in the country. I believe you have copies of the letter in the file sent to you by Alfred but knowing how voluminous that file is I thought I better draw your attention to it.

The second point deals with the negotiations between us and the Whitney Museum. The day before the Trustees Meeting, Jock and Mrs. Miller called a meeting at her apartment at which Alfred and I, and H. Moore and Lloyd Goodrich were present. At this meeting our release was accepted with the addition of a very gracious statement by Mrs. Miller. A copy of the amended release is enclosed.

At the Trustees Meeting it was decided that we should wait with giving out the release until the basic agreement Jim Husted is working on has been completed. This was done because Jim thought it would be possible to settle the pending problems within a week. There is only one point in this proposed agreement that caused discussion, namely the right of way of 12 feet through our garden on the east of the proposed Whitney building. At Jim's request I have sent him a memorandum stating all the reservations on this point that were brought up by the staff and myself. I am enclosing a copy of this memorandum which speaks for itself.

Finally, I wanted to ask you if you would be willing to lend the Totonacan stone head Tod gave you last year to our exhibition at the Century. It is such a beautiful example of Maya influence on the rest of Mexico that we would love to show it as a demonstration of the importance of the Maya empire.

I am sorry that I did not bring up these points yesterday but there was so much to be discussed that my mind did not work too well.

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# WESTERN UNION

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**SYMBOLS**

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

RWUB088 QDY THX

W. P. MARSHALL, PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

AWUB088 PD= WASHINGTON DC MAR 29 1150A:

= MUSEUM OF MODERN ART =

*Spec. Delivery March 20 1935*

= MAY WE HAVE COPY OF STATEMENT ON MODERN ART REPORTED IN THE NEW YORK TIMES OF MARCH 28TH =

= AMERICAN ASSOCIATION OF MUSEUMS =

1222P...

*Supp. Re. - 9th Street Smithsonian 2. 7 7/8' 6 Wash.*

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Mrs. Gertie ...

for American art and American artists. The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in the art of our time.

In order to make the proposed program most effective, each of the two museums will make available substantial additional funds for its purchases in the field of modern American art and will increase its efforts to draw on new talent throughout the country. The two

... to coordinate the program of the two museums.

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DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to cooperate in the field of modern art in order to establish through our respective efforts a broader and more comprehensive program in this field. We believe that the interests of the public and the American artists will best be served if each of the two institutions enlarges and intensifies its activities in accordance with its own established viewpoint and policy. The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture. It is fully aware that the Whitney Museum, true to the aims of its founder, Mrs. Gertrude Vanderbilt Whitney, has established itself as a forum for American art and American artists. The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in the art of our time.

In order to make the proposed program most effective, each of the two museums will make available substantial additional funds for its purchases in the field of modern American art and will increase its efforts to draw on new talent throughout the country. The two

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we also believe that we can best serve the public by coordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

In order to be able to develop the combined programs of the two institutions so as to cover comprehensively the entire field of modern American art, each of the two museums will make available substantial additional funds for purchases. The Whitney will sell all of the works of art in its collection that antedate the year 1900 using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish a special fund for the purchase of modern art.

Both museums will periodically send staff members to tour the country to keep in touch with established American artists and to search for new talent.

The Museum of Modern Art will make available to the Whitney Museum the services of its Department of Circulating Exhibitions in order to bring their exhibitions, and specifically the "Whitney Annuals" to a nationwide public.

The two institutions will lend freely to each other from their collections and will coordinate their exhibition programs, both as to content and dates, to insure that between them there will be on view at all times a large and comprehensive representation of American art. The two museums will also assist each other in matters of research.

A joint committee of staff members of each institution will be appointed to coordinate the programs of the two museums.

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## THE MUSEUM OF MODERN ART

11 WEST 53 STREET, NEW YORK 19, N. Y.

TELEPHONE: CIRCLE 5-8900

491208 - 90 A

FOR IMMEDIATE RELEASE

### DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture and is fully aware that the Whitney Museum, true to the aims of its founder Gertrude Vanderbilt Whitney, has established itself as an important forum for American art and American artists. The "Whitney Annuals," with their representative showings of American painting, sculpture, watercolors and drawings, and the work of the Whitney Museum's American Art Council constitute some of the most important activities of their kind in the country.

The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in this field. The Whitney Museum also recognizes the services the Museum of Modern Art has rendered on a national and international scale through its competitions in various fields and through its circulation of exhibitions and motion pictures.

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to co-operate in the field of contemporary American art in order to establish through our respective efforts broader and more comprehensive programs in this field.

We believe that in as broad and diverse a field as contemporary American art a variety of institutional viewpoints is essential and that the established viewpoints and policies of our two museums must be preserved, but we also believe that we can best serve the public by co-ordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

In order to be able to develop the complementary programs of the two institutions so as to cover comprehensively the entire field of modern American art, each of the two museums will make available substantial additional funds for purchases. The Whitney will sell all of the works of art in its collection that antedate the year 1900, using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish an additional fund for the purchase of modern American art. The two museums feel that this increase in both their purchasing programs will enable them to cover the field comprehensively, but they also wish to emphasize that this plan does not involve a joint program of acquisitions in a field in which complete independence of viewpoint is most important.

Both museums will increase their efforts to cover the whole field of American art by frequent touring of the country to keep in touch with established artists, to search for new talent and to visit the increasing number of important regional shows.

The Museum of Modern Art will make available to the Whitney Museum the services of its Department of Circulating Exhibitions in order to bring their exhibitions, and specifically the "Whitney Annuals," to a nationwide public.

The two institutions will lend freely to each other from their collections and will co-ordinate their exhibition programs, both as to content and dates, to insure that between them there will be on view at all times a large and comprehensive representation of American art. The two museums will also assist each other in matters of research.

A joint committee of staff members of each institution will be appointed to co-ordinate the programs of the two museums.

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DRAFT OF A RELEASE OF THE AGREEMENT BETWEEN THE WHITNEY  
MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

Mrs. G. Maccolloch Miller, President of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, announce that an agreement has been reached between the two museums to cooperate in the establishment of a broader and more comprehensive program in the field of modern American art. In this agreement the two institutions affirm their belief that the interests of the public and the American artists will be served best if each of them increases and intensifies its own activities in accordance with its established viewpoint and policy and they propose to coordinate their research and exhibition programs in order to avoid unnecessary duplication and overlapping. Both museums will make available substantial additional funds for their purchases in the field of contemporary American art and will increase their efforts to draw on new talent throughout the country. The two institutions will lend to each other freely from their collections and arrange their exhibition programs so that between the two museums the public will be able to view at all times a large and representative collection of American art. Staff members from each institution have been appointed to serve on a coordination committee to put this program into effect.

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DRAFT OF A RELEASE OF THE AGREEMENT BETWEEN THE WHITNEY  
MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

Mrs. G. Macculloch Miller, President of the Whitney  
Museum of American Art, and Mr. John Hay Whitney, Chairman  
of the Board of Trustees of the Museum of Modern Art, announce  
that an agreement has been reached between the two museums to  
cooperate in the establishment of a broader and more compre-  
hensive program in the field of modern American art. In this  
agreement the two institutions affirm their belief that the  
interests of the public and the American artists will be served  
best if each of them increases and intensifies its own activi-  
ties in accordance with its established viewpoint and policy and  
~~AND AT THE SAME TIME~~ they propose to coordinate their research and exhibition programs  
in order to avoid unnecessary duplication and overlapping. Both  
museums will make available substantial additional funds for their  
purchases in the field of contemporary American art and will in-  
crease their efforts to draw on new talent throughout the country.  
The two institutions will lend to each other freely from their  
collections and arrange their exhibition programs so that between  
the two museums the public will be able to view at all times a large  
and representative collection of American art. Staff members from  
each institution have been appointed to serve on a coordination com-  
mittee to put this program into effect.

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institutions will freely lend to each other from their collections and coordinate their exhibition programs so that between the two museums the public will be able to view, at all times, a large and representative collection of modern American art. To avoid unnecessary duplication of effort and overlapping of programs the two museums will assist each other in matters of research and in the circulation of exhibitions, and establish a staff committee to coordinate their independent activities.

- The agreement emphasized that the cooperation between the two institutions is important in presenting a truly representative picture of American art. The agreement also lists the following specific provisions:
- ✓ Mr. Clark
  - ✓ Dr. Moe
  - ✓ Mr. Whitney
  - ✓ Mr. Rockefeller
  - ✓ Mr. Sarr
  - ✓ Mr. Ritchie
  - ✓ Miss Chamberlain
  - ✓ Mr. Goodrich
  - ✓ Mr. More

The Whitney will contribute all of the works of art in its collection that antedate the year 1950, using the proceeds to create a fund which will greatly increase its purchasing program. The Museum of Modern Art will establish an additional fund for the purchase of modern American art. The two museums feel that this increase in both their purchasing programs will enable them to enter the field comprehensively but they also wish to emphasize that this plan does not involve a joint program of acquisition in a field in which complete independence of viewpoint is most important.

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*file*

WHITNEY MUSEUM OF AMERICAN ART AND MUSEUM OF MODERN ART ANNOUNCE  
COORDINATION OF THEIR PROGRAMS OF MODERN AMERICAN ART

throughout the country, through its circulating exhibitions  
Department, the Whitney exhibitions, particularly the Whitney  
An agreement between the Museum of Modern Art and the Whitney Museum  
of American Art to insure a closer cooperation between the two museums in  
the field of American art and to inaugurate intensive programs for the  
advancement of American art and the encouragement of the American artist,  
was announced today jointly by Mrs. G. Macculloch Miller, President of  
the Whitney Museum, and John Hay Whitney, Chairman of the Board of Trustees  
of the Museum of Modern Art.

*directly 26*  
The agreement emphasized that the distinction between the two insti-  
tutions' viewpoints is important in presenting a truly representative pro-  
gram to the public and that the independence and unique character of each  
museum will be preserved. The agreement sets forth the following specific  
provisions to enlarge and intensify the program of both museums:

1. Each museum will make available substantial funds for its purchases  
of American art. The Whitney will sell all of the works of art  
in its collection that antedate the year 1900, using the proceeds  
to create a fund which will greatly increase its purchasing capacity.  
The Museum of Modern Art will establish an additional *special* fund for the  
purchase of modern American art. The two museums feel that this  
increase in both their purchasing programs will enable them to  
cover the field comprehensively but they also wish to emphasize  
that this plan does not involve a joint program of acquisitions in  
a field in which complete independence of viewpoint is most important.

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2. The Museum of Modern Art will make available to other museums throughout the country, through its Circulating Exhibitions Department, the Whitney exhibitions, particularly the "Whitney Annuals" which give a comprehensive review of current developments in the field of painting, sculpture, watercolor and drawings, in order to bring these important shows to the public.
  3. Both museums will increase their efforts to cover the whole field of American art by frequent touring of the country to keep in touch with established artists, and to search for new talent and to visit the increasing number of important regional shows.
  4. The two museums will coordinate their exhibition programs, both as to content and dates, to insure that between them there will be on view at all times a large and comprehensive representation of American art which will be of great convenience to the public when the Whitney Museum will move to 54th Street. The two museums will lend freely to each other and will assist each other in matters of research. A joint committee has been appointed by the two museums to coordinate their respective programs.
- we, the Trustees of the Museum of Modern Art and the Trustees of the Whitney Museum of American Art, agree to cooperate in the field of contemporary American art in order to establish through our respective efforts a wider and more comprehensive program in this field.
- We believe that in as broad and diverse a field as contemporary American art a variety of institutional viewpoints is essential and that the established viewpoints and policies of our two museums must be preserved, but in

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DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture and is fully aware that the Whitney Museum, true to the aims of the founder Gertrude Vanderbilt Whitney, has established itself as an important forum for American art and American artists. The "Whitney Annuals," with their representative showings of American painting, sculpture, watercolors and drawings, and the work of the Whitney Museum's American Art Council constitute some of the most important activities of their kind in the country.

The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in this field. The Whitney Museum also recognizes the services of the Museum of Modern Art has rendered on a national and international scale through its competitions in various art fields and through the circulation of exhibitions and motion pictures.

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to cooperate in the field of contemporary American art in order to establish, through our respective efforts, broader and more comprehensive programs in this field.

We believe that in as broad and diverse a field as contemporary American art a variety of institutional viewpoints is essential and that the established viewpoints and policies of our two museums must be preserved, but we

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Agreement, continued

~~Agreement, continued~~  
also believe that we can best serve the public by coordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

In order to be able to develop <sup>complementary</sup> the combined programs of the two institutions so as to cover comprehensively the entire field of modern American art, each of the two museums will make available substantial additional funds for purchases. The Whitney Museum will sell all of the works of art in its collection that antedate the year 1900, using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish an additional special fund for the purchase of modern American art. The two museums feel that this increase in both their purchasing programs will enable them to cover the field comprehensively but they also wish to emphasize that this plan does not involve a joint program of acquisitions in a field in which complete independence of viewpoint is most important.

Both museums will increase their efforts to cover the whole field of American art by frequent touring of the country to keep in touch with established artists, to search for new talent and to visit the increasing number of important regional shows.

The Museum of Modern Art will make available to the Whitney Museum the services of its Department of Circulating Exhibitions in order to bring their exhibitions, and specifically the "Whitney Annuals" to a nationwide public.

The two institutions will lend freely to each other from their collections and will coordinate their exhibition programs, both as to

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Agreement, continued

content and dates, to insure that between them there will be on view at all times a large and comprehensive representation of American art.

A joint committee of staff members of each institution will be appointed to coordinate the programs of the two museums.

In agreement between the Museum of Modern Art and the Whitney Museum of American Art to insure a closer cooperation between the two museums in the field of American art and to inaugurate intensive program for the representation of the important artists, who represent today primarily by Mr. G. Scarborough Wilson, President of the Whitney Museum, and John Jay Johnson, Chairman of the Board of Trustees of the Museum of Modern Art.

It is agreed that a variety of institutional character is essential in providing a truly representative program to the public and that the complete independence and unique character of each museum will be preserved. The agreement sets forth the following specific provisions to enlarge and intensify the program of both museums:

1. Each museum will make available substantial funds for its purchase of American art. The Whitney will add all of the works of art in its collection that acquire the year 1926, using the proceeds to acquire a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish a special fund for the purchase of modern American art.

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WHITNEY MUSEUM OF AMERICAN ART AND MUSEUM OF MODERN ART ANNOUNCE  
JOINT PROGRAM OF AMERICAN ART

An agreement between the Museum of Modern Art and the Whitney Museum of American Art to insure a closer cooperation between the two museums in the field of American art and to inaugurate intensive programs for the encouragement of the American artist, was announced today jointly by Mrs. C. Macculloch Miller, President of the Whitney Museum, and John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art.

The agreement emphasized that a variety of institutional viewpoints is important in presenting a truly representative program to the public and that the complete independence and unique character of each museum will be preserved. The agreement sets forth the following specific provisions to enlarge and intensify the programs of both museums:

1. Each museum will make available substantial funds for its purchases of American art. The Whitney will sell all of the works of art in its collection that antedate the year 1900, using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish a special fund for the purchase of modern American art.

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WHITNEY MUSEUM OF AMERICAN ART

2. The Museum of Modern Art will circulate the Whitney exhibitions, and specifically the famous Annual exhibitions of painting, sculpture and water color in order to bring them to a nation-wide public.

*Handwritten notes:* 2 of 1 = Museum - v9 - v9. - v6 cc - v6 n

3. Both museums will periodically send staff members to tour the country to keep in touch with the Whitney Museum in the field of American painting and sculpture and is fully aware that the Whitney Museum, through its established American artists and to search for new talent.

4. The two museums will coordinate their exhibition programs, both as to content and dates, to insure that between them there will be on view at all times a large and complete representation of American art. The two museums will lead freely to each other and will assist each other in matters of research.

A joint committee of the two museums will supervise the execution of this program. It is expected that the whole program will be greatly facilitated when the Whitney Museum moves into its new building in the garden of the Museum of Modern Art.

*Handwritten notes:* this respective, the joint effort, and finally

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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

## THE MUSEUM OF MODERN ART

11 WEST 53 STREET, NEW YORK 19, N. Y.

TELEPHONE: CIRCLE 5-8900

491208 - 90 A

FOR IMMEDIATE RELEASE

### DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture and is fully aware that the Whitney Museum, true to the aims of its founder Gertrude Vanderbilt Whitney, has established itself as an important forum for American art and American artists. The "Whitney Annuals," with their representative showings of American painting, sculpture, watercolors and drawings, and the work of the Whitney Museum's American Art Council constitute some of the most important activities of their kind in the country.

The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor in this field. The Whitney Museum also recognizes the services the Museum of Modern Art has rendered on a national and international scale through its competitions in various fields and through its circulation of exhibitions and motion pictures.

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to co-operate in the field of contemporary American art in order to establish through our respective efforts broader and more comprehensive programs in this field.

We believe that in as broad and diverse a field as contemporary American art a variety of institutional viewpoints is essential and that the established viewpoints and policies of our two museums must be preserved, but we also believe that we can best serve the public by co-ordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

In order to be able to develop the complementary programs of the two institutions so as to cover comprehensively the entire field of modern American art, each of the two museums will make available substantial additional funds for purchases. The Whitney will sell all of the works of art in its collection that antedate the year 1900, using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish an additional fund for the purchase of modern American art. The two museums feel that this increase in both their purchasing programs will enable them to cover the field comprehensively, but they also wish to emphasize that this plan does not involve a joint program of acquisitions in a field in which complete independence of viewpoint is most important.

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A joint committee of staff members of each institution will be appointed to co-ordinate the programs of the two museums.

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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.

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ART AND THE MUSEUM OF MODERN ART

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Agreement, continued

also believe that we can best serve the public by coordinating our activities so as to avoid duplication and wasted effort and so as to use our resources most effectively for the public benefit.

In order to be able to develop the complementary programs of the two institutions so as to cover comprehensively the entire field of modern American art, each of the two museums will make available substantial additional funds for purchases. The Whitney Museum will sell all of the works of art in its collection that antedate the year 1900, using the proceeds to create a fund which will greatly increase its purchasing capacity. The Museum of Modern Art will establish an additional fund for the purchase of modern American art. The two museums feel that this increase in both their purchasing programs will enable them to cover the field comprehensively but they also wish to emphasize that this plan does not involve a joint program of acquisitions in a field in which complete independence of viewpoint is most important.

Both museums will increase their efforts to cover the whole field of American art by frequent touring of the country to keep in touch with established artists, to search for new talent and to visit the increasing number of important regional shows.

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The two institutions will lend freely to each other from their collections and will coordinate their exhibition programs, both as to

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Mr. L. Woodlark Miller, President of the Board of Trustees of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, content and dates, to insure that between them there will be on view at all times a large and comprehensive representation of American art.

A joint committee of staff members of each institution will be appointed to coordinate the programs of the two museums.

The agreement will not affect the current art policies of the two museums and their complete independence of one another. As agreed in 1947, the Whitney Museum will continue to devote its activities entirely to American art and will not exhibit foreign works, and the Museum of Modern Art will not average shows other than the Whitney Museum's annual exhibitions of American painting and sculpture.

Upon the announcement of the decision of the Trustees of both museums, John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, stated:

"The Trustees of the Museum of Modern Art are delighted at the opportunity to have such a welcome good neighbor as the Whitney Museum of American Art. In the past, the two institutions will continue their friendly competition in the field of American art. We feel that the proximity of the two institutions in the section of the city most accessible both to New Yorkers and to out-of-town visitors will greatly increase the effectiveness of their independent but complementary programs."

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Mrs. G. Macculloch Miller, President of the Board of Trustees of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, announce that an agreement between the Boards of Trustees of the two museums has been reached by which the Museum of Modern Art will transfer a plot of land 50 x 100 feet in the west end of its property on 54th Street for a new building for the Whitney Museum.

The agreement will not affect the current art policies of the two museums and their complete independence of one another. As agreed in 1947, the Whitney Museum will continue to devote its activities entirely to American art and will not exhibit foreign works; and the Museum of Modern Art will not arrange shows comparable to the Whitney Museum's annual exhibitions of American painting and sculpture.

Upon the announcement of the decision of the Trustees of both museums, John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, stated:

"The Trustees of the Museum of Modern Art are delighted at the opportunity to have such a welcome good neighbor as the Whitney Museum of American Art. As in the past, the two institutions will continue their friendly competition in the field of American art. We feel that the proximity of the two institutions in the section of the city most accessible both to New Yorkers and to out-of-town visitors will greatly increase the effectiveness of their independent but supplementary programs."

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page two.

The Whitney Museum will leave Eighth Street with real regret. Mrs. G. Macculloch Miller, President of the Board of Trustees of the Whitney Museum, made the following statement:

"The Trustees of the Whitney Museum of American Art wish to express their deep appreciation of the generosity of the Trustees of the Museum of Modern Art in making available a site on 54th Street for a new building for the Whitney Museum. For some time the Whitney Museum has been planning to erect a new building. The building on Eighth Street which it has occupied since its founding in 1930 has become inadequate in size and facilities for the Museum's growing activities. The generous action of the Museum of Modern Art will give the Whitney Museum a location in the exhibition center of New York City and in one of the city's chief cultural centers. Plans are now being drawn for the new building, which will provide increased exhibition space and modern facilities, with an entrance on 54th Street. It is hoped that the building will be ready by fall of 1951. In the meantime the Whitney Museum's regular activities will be continued in its building on Eighth Street. The exhibition program for the season of 1949 to 1950 has already been announced.

"Both museums wish to emphasize that this is not in any sense a merger, and that the two institutions will retain their independent existence. Both museums believe that in as broad and varied a field as contemporary American art, a variety of institutional viewpoints is healthy and necessary. Their exhibition programs will be arranged to avoid duplication, but otherwise the two museums will continue the individual policies that have governed them since their foundation.

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page three.

The Whitney Museum's origins go back to about 1903, when Gertrude Vanderbilt Whitney began collecting. In her studio on West Eighth Street, she took in her fellow artists, including Whitney, began her activities on behalf of American art over forty years ago. The district with its many artist residents is closely associated with the history of art in this country. The Museum hopes always to retain the friendly relations with artists which have developed during its years on Eighth Street. In its new building on 54th Street it looks forward to reaching a wider public with the work of American artists."

The Whitney Museum of American Art, with Julius Rosenfeld as Director, and with a collection of over six hundred works acquired over the years. Four houses on West Eighth Street were demolished, and the Museum opened to the public in November 1931.

The Whitney Museum embodied the basic principles developed during the preceding years: concentration on American art and particularly on the work of living artists; comprehensive representation of all leading tendencies and individuals, regardless of schools; receptiveness to new artists and new trends; and replacement of the old prize system by purchases. Among the Museum's other activities have been its two large annual exhibitions of contemporary American art, one of paintings, and one of sculpture, watercolors and drawings. It has also held regional shows, one-man exhibitions of leading American artists of the past and present, and surveys of particular periods, schools and subjects. Although devoted primarily to contemporary art, the Museum has arranged a number of historical exhibitions of 18th- and 19th-century American art.

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page four.

The Whitney Museum's origins go back to about 1908, when Gertrude Vanderbilt Whitney began exhibiting, in her studio on West Eighth Street, the work of her fellow artists, including progressive artists who were not accepted by academic organizations. This led to the founding in 1918 of the Whitney Studio Club, which soon included most of the liberal and modern artists of the time. Here many future leaders of American art received their first exhibitions and purchases. The Club was disbanded in 1928 and succeeded by the Whitney Studio Galleries. In 1930 Mrs. Whitney established the Whitney Museum of American Art, with Juliana Force as Director, and with a collection of over six hundred works acquired over the years. Four houses on West Eighth Street were remodelled, and the Museum opened to the public in November 1931.

The Whitney Museum embodied the basic principles developed during the preceding years: concentration on American art and particularly on the work of living artists; comprehensive representation of all leading tendencies and individuals, regardless of schools; receptiveness to new artists and new trends; and replacement of the old prize system by purchases. Among the Museum's chief activities have been its two large annual exhibitions of contemporary American art, one of paintings, and one of sculpture, watercolors and drawings. It has also held regional shows, one-man exhibitions of leading American artists of the past and present, and surveys of particular periods, schools and subjects. Although devoted primarily to contemporary art, the Museum has arranged a number of historical exhibitions of 18th- and 19th-century American art.

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History and Aims of Museum of Modern Art

PAGE FIVE.

The Museum of Modern Art was founded in 1929 with the intention of "encouraging and developing the study of modern arts and the application of such arts to manufacture and practical life...." Later the Museum's purpose was restated as follows: "... to help people understand, use and enjoy the visual arts of our time." By "modern" the Museum has meant not only the contemporary but the challenging and the new.

This concept for the Museum grew out of the widespread public interest in the 1913 Armory Show and from the particular interest of Miss Lillie P. Bliss, Mrs. John D. Rockefeller, Jr. and Mrs. Cornelius J. Sullivan. Together with A. Conger Goodyear, the Museum's first president, Paul J. Sachs, Mrs. W. Murray Crane and Frank Crowninshield, they became the founders of the new museum.

From its inception the Trustees of the Museum interpreted art as including all the visual means of communication, and during its 20 years the Museum has come to embrace not only painting and sculpture but architecture, industrial and commercial design, motion pictures, photography, prints and drawings. It has in addition become the largest publisher of art books in the United States and has assembled the largest library on modern art in the world.

The Trustees have also held to the purpose of the founders in making the institution international in scope not only by means of collections and changing exhibitions, but also because the Museum circulates exhibitions throughout the United States and abroad.

The Museum has occupied four homes in its 20-year history, outgrowing one after the other until it moved into its own building in 1939. The crisis in the Museum's growth was reached in the depths of the depression in 1936 when the Trustees raised \$600,000, thereby meeting the terms of the will of Miss Bliss, who had left her rich collection to the Museum on condition

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that the Museum be established on a foundation of permanence.

Before the Museum opened its doors in 1929 the Trustees stated:

"The Museum of Modern Art will in no way conflict with the Metropolitan Museum of Art but will seek rather to supplement the older institution...."

Early negotiations between the two museums came to an end in 1933, and although further conversations were held in subsequent years it was not until 1947 that negotiations were formally reopened.

Meanwhile the Museum's collection had greatly increased in size. A number of works which had still been controversially modern in 1929 seemed by 1947 to be safely classic. The Trustees preferred not to sell the best of the older works in the open market; yet at the same time they did not wish to pass them on to another museum without recompense. Under the terms of the 1947 agreement the Museum of Modern Art now gives the Metropolitan Museum an option to buy paintings and sculptures from its collection as they come of age, the Museum of Modern Art using the money from these purchases to buy new works.

The Metropolitan Museum of Art agreed to retain in its future catalogs the names of donors who had originally given the works of art (or purchase funds) to the Museum of Modern Art even after the works had been incorporated in the collection of the older institution. The Museum's transfer by gift of a plot of land to the Whitney Museum will not affect this agreement in any way.

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AGREEMENT, entered into the                      day of  
1949 between THE MUSEUM OF MODERN ART, a corporation  
organized under the Education Law of the State of New York,  
having its principal place of business at No. 11 West 53rd  
Street, New York, New York (hereinafter referred to as the  
Landlord), and WHITNEY MUSEUM OF AMERICAN ART, a corpo-  
ration created by Special Act of the Legislature of the  
State of New York, having its principal place of business  
at No. 10 West 8th Street, New York, New York (hereinafter  
referred to as the Tenant).

WHEREAS, the Landlord is concerned primarily with  
the encouragement and study of the visual arts of the  
present and recent past, both American and foreign, and the  
Tenant is concerned primarily with the encouragement and  
study of American painting, drawing, prints and sculpture;  
and

WHEREAS, the present museum building of the Tenant  
at No. 10 West 8th Street, New York City, has become unsuit-  
able for its purposes; and

WHEREAS, the museum building of the Landlord is  
located at Nos. 9-19 West 53rd Street, New York City, and  
the Landlord owns additional real estate to the north on  
West 54th Street, now used as a garden for the purpose of  
displaying statuary and for other purposes, which adjoins  
the parcel on which its museum building is situated; and

WHEREAS, both the Landlord and Tenant believe

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that it would be desirable in the interest of rendering better service to the public and for their mutual benefit if the Landlord should make a long term lease to the Tenant of a part of its property fronting on West 54th Street and the Tenant should erect thereon a new museum building for the use of the Tenant,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the Landlord hereby leases to the Tenant and the Tenant hereby hires and takes from the Landlord:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 54th Street distant 460 feet westerly from the corner formed by the intersection of the westerly side of Fifth Avenue and the southerly side of 54th Street; running thence Southerly and parallel with Fifth Avenue 100' 5" to the center line of the block; thence Westerly along the center line of the block 50 feet; thence Northerly and again parallel with Fifth Avenue 100' 5" to the southerly side of 54th Street; thence easterly along the southerly side of 54th Street 50 feet to the point or place of beginning.

Together with an easement and right of way, to be appurtenant to the leasehold interest of the Tenant created by this agreement and to expire or terminate therewith, along, over and under a strip of land adjacent to the leased premises, along the whole of the easterly side thereof, and having a width of 12 feet in front on 54th Street and in the rear and a depth on each side of 100 feet 5 inches, for use by the Tenant, its successors and assigns and by its agents, employees, guests, invitees and licensees for ingress to and egress from the leased premises and any building, structures or equipment erected thereon, on foot or by horse-drawn vehicles or by automobiles, passenger or commercial, or trucks and for the purpose of installing, replacing and

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maintaining at the Tenant's expense subterranean pipes and conduits for water, gas, telephone and electric light and power lines and accessories; it being agreed that the Tenant may at any time grade and pave the surface of said strip of land and shall bear all expenses in connection with the installing of such pipes and conduits and the grading and paving of said easement and right of way, and of maintaining the same. It is agreed that the grant of this easement and right of way does not include any part of the fee of the said strip of land subject thereto.

with the appurtenances, for the term of \_\_\_\_\_ years  
 from the \_\_\_\_\_ day of \_\_\_\_\_, 1949, to the \_\_\_\_\_ day  
 of \_\_\_\_\_, \_\_\_\_\_, to be used as a site for the  
 erection by the Tenant of a museum building for the exhibi-  
 tion of American paintings, drawings, prints and sculpture  
 and to be maintained and used for the purposes and objects  
 set forth in Section 3 of the Special Act of the New York  
 Legislature creating the Tenant, and as may be set forth  
 in any future amendments to the said Special Act, providing  
 such amendments do not materially change the said purposes  
 and objects.

The parties hereto for themselves, their successors  
 and assigns, hereby covenant and agree as follows:

1. The Tenant agrees to pay to the Landlord  
 as rent an amount equal to any real estate taxes assessed  
 against the above described premises and easement, any water  
 rates or water meter charges for water which may be used on  
 said premises, any charges or liabilities incurred by the  
 Tenant which shall become liens thereon and any necessary  
 expenses of the Landlord incurred in connection with the

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leased premises or said easement or arising out of its ownership thereof, including premiums on any casualty or liability insurance, to the intent that the Tenant shall meet all the obligations necessarily incurred by the Landlord in carrying or conserving the leased premises; such rental to be payable upon written demand of the Landlord, addressed to the Tenant at the latest address furnished by the Tenant to the Landlord. The Tenant may pay all such taxes, water rates or water meter charges and all other charges, liabilities or expenses, and in such case shall furnish to the Landlord due proof of such payment.

2. It is agreed that the Tenant shall have the right, at its own expense, to erect a museum building on the leased premises and to erect or install such other structures and equipment as it may deem desirable in connection with its use of the premises, provided that the said museum building to be erected by the Tenant shall be of such a height that the roof thereof and any projections above the roof will not be higher than the roof of the museum building of the Landlord, situated at 9-19 West 53rd Street, and that any building so erected shall be wholly within and upon the plot of ground hereby leased, and all courtyards, set-backs and area ways shall have been properly constructed, allowed or provided for, which shall be determined by properly certified surveys of a surveyor, approved by the Landlord, when the foundations have been completed and at the time of the completion of the building, and by plans and specifications for said building, struc-

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tures and equipment. It is agreed that the exterior design of said building and of such structures and equipment shall, before the erection or installation thereof, have been approved in writing by the Landlord or its duly appointed representative. It is the intent hereof that no building, structures or equipment shall be so erected or installed which because of the inappropriateness of their design or other reason shall be deemed by the Landlord or such representative, in its or his sole discretion, to be unsuitable or inappropriate in relation to buildings, structures or equipment owned by the Landlord and located on any of the property of the Landlord fronting on West 53rd or West 54th Street between Fifth and Sixth Avenues. The Tenant undertakes to complete the said museum building, structures and equipment free from mechanics liens and conditional bills of sale and any and all other encumbrances on property of the Landlord. It is agreed that such new building, structures and equipment shall be at all times during the term hereof the property of the Tenant and the Tenant shall have the right to remove the same upon the expiration or earlier termination of this lease, except as in this lease otherwise provided. Upon the expiration or earlier termination of this lease, if the Landlord shall so demand, the Tenant will remove from the leased premises the building, structures and equipment so erected by it, or any part thereof, at the Tenant's expense. The Landlord hereby agrees not to erect any building or other structure which shall be nearer at any point to the east line of the demised premises than

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twenty-four feet measured at right angles thereto, it being understood that said twenty-four feet shall include the twelve foot easement hereinbefore provided.

3. The Tenant shall take good care of the leased premises and shall keep them in good condition, suitable for its uses as hereinabove provided and shall permit no nuisance or anything detrimental to the property of the Landlord to be maintained thereon. After the completion of the erection of such building, structures and equipment, the Tenant at its own expense shall make all repairs, structural or otherwise, to said building, structures and equipment. It is further agreed that the Tenant shall keep the sidewalk and curb in front of the demised premises in good repair and free from dirt and rubbish and will remove all ice and snow within the period provided for by any municipal ordinance or regulation.

4. The Tenant shall not sublet any part of the leased premises without the prior written consent of the Landlord. Nothing herein contained shall prevent the Tenant from permitting other educational institutions or other organizations or individuals to use the leased premises for exhibitions of American paintings, drawings, prints or sculpture, or for other similar purposes.

5. The Tenant will comply with all notices, orders and ordinances of the Federal, State or Municipal Government or any Department, Bureau or Official thereof and of the New York Board of Fire Underwriters applicable to

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the leased premises, but the Tenant shall have the right to contest the same by legal proceedings at the expense of the Tenant, and if as a result thereof such notices, orders or ordinances are to be amended or modified, the Tenant shall comply with the same in their amended or modified form.

6. The Tenant shall indemnify and save harmless the Landlord from any liability as owner of the leased premises for damages on account of any accident or liability to persons or property incurred in, upon or in connection with the leased premises or the streets, sidewalks or vaults adjacent thereto or any easement appurtenant thereto, including the expenses of defending any suit for such liability. Upon the request of the Landlord, the Tenant shall, as part of the rent, carry and pay for adequate casualty and liability insurance for the protection of the Landlord and Tenant; the policies for such insurance to be delivered to the Landlord.

7. If, during the term, the exterior of the building, structures or equipment erected or installed by the Tenant shall be damaged by fire, the Tenant, at the Tenant's expense, shall either restore the exterior thereof to its previous condition or, in the event that the Tenant shall desire to make changes in the exterior thereof, no such changes shall be made except upon plans or specifications showing such changes which shall be submitted to the Landlord and approved in writing by the Landlord before the making of such changes. It is understood that there shall be no abatement of the rent payable by the Tenant by reason

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of any such fire damage.

8. If, at any time during the term, any part of the ground area of the demised premises be condemned, the Tenant shall have the option of continuing in possession under the provisions of this lease or of cancelling the same upon ninety days' prior written notice to the Landlord by registered mail of the intention so to do.

9. It is agreed that no abatement of rent or other compensation shall be claimed by or allowed to the Tenant for inconvenience, discomfort or interruption of use of the Tenant's building for any space taken to comply with any law, order or ordinance of any governmental or municipal authorities or in the event that any excavation shall be made for building or other purposes upon land adjacent to the leased premises.

10. In the event of excavation on land adjacent to the leased premises, the Tenant shall allow the parties causing such excavation license to enter on the leased premises for the purpose of doing such work as may be necessary to preserve the walls or structures on the leased premises from injury and to support the same by proper foundations, except that such license shall only be granted for such period as the Tenant deems reasonable and necessary and the Tenant hereby reserves all rights which it may have against the parties causing such excavation.

11. If the Tenant shall be adjudicated a bankrupt, or shall be reorganized under the Bankruptcy Law, or

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shall make an assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver or trustee be appointed for all or substantially all of the property of the Tenant, or if this lease or the estate of the Tenant be assigned, mortgaged, transferred or passed to any other party (except by voluntary reorganization, consolidation or merger), or if the Tenant shall default in fulfilling any of the covenants and agreements of this lease, or if the Tenant shall cease to use the leased property for the purposes set forth above for one year, or if the Tenant shall fail to erect a museum building on the leased premises and fail to cause such building to be opened to the public within \_\_\_\_\_ years after the date hereof, or if the Tenant shall abandon its museum building and move to a new locality, the Landlord may give the Tenant six months' written notice of intent to terminate the lease and, at the expiration of such period, unless the Tenant shall have remedied such situation, the lease shall expire upon the date fixed in such notice and the Tenant shall surrender the premises to the Landlord but the Tenant shall have the right to remove any building, structures or equipment which it may have erected or installed on the leased premises, provided that prior to such removal it shall have paid all rent then due and after such removal shall restore said premises to the condition in which they were prior to such erection or installation. If the Tenant defaults in the payment of rent or if the six months' period aforesaid shall have elapsed, the Landlord may re-enter the

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premises and remove all persons and property therefrom, either by summary dispossession proceedings or any suitable action or proceeding of law or by force or otherwise without being liable to indictment or prosecution therefor. The Tenant waives service and notice of intention to re-enter and all rights of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge. The words "re-enter" and "re-entered" are not restricted to their technical legal meaning.

12. If the Tenant shall default in the performance of any covenant, the Landlord may perform the same for the account of the Tenant. Any amount paid or expense incurred by the Landlord by reason of such failure on the part of the Tenant shall be deemed to be a part of the rental of the leased premises and shall be due and payable by the Tenant to the Landlord on the first day of the next following month or at the option of the Landlord on the first day of any succeeding month.

13. Acceptance of rent by the Landlord or its failure to enforce any covenant or agreement hereof shall not be deemed a waiver of the rights of the Landlord to enforce the payment of any rent previously due or to enforce the same covenant or agreement or a subsequent breach or default. No waiver by the Landlord of the provisions hereof shall be deemed to have been made unless in writing and signed by the Landlord.

14. Whenever in this lease provision for

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notice is made, it shall be fulfilled as follows: If said notice is to be given by the Landlord, the same shall be in writing and mailed to the Tenant, by registered mail, addressed to the Tenant at the latest address furnished by the Tenant to the Landlord; if it is to be given by the Tenant, it shall be in writing and mailed to the Landlord at the address given above by registered mail or at any other address furnished by the Landlord to the Tenant. If for any reason such notice cannot be given by registered mail, then such notice may be served personally.

15. The Tenant covenants that at the expiration of the term of this lease, if any of the buildings, structures, and equipment erected or installed by the Tenant are still on the leased premises, the Tenant will quit and surrender the said premises in good order and condition, but if the said building, structures and equipment have been removed from said premises, the Tenant will cause all excavations for foundations and basements to be filled in and the surface of the ground to be restored, and will quit and surrender the leased premises in the same state and condition as they were in at the time of the making of this lease.

16. The Landlord covenants and agrees that the Tenant, on paying the rent and performing the covenants and conditions aforesaid, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforesaid, but the Landlord executing this lease shall be bound by this covenant only so long as such Landlord shall be the owner of the leased premises.

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17. In the event that any difference of opinion shall arise between the Landlord and the Tenant 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 parties 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.

18. It is covenanted and agreed that this lease and every provision thereof shall bind, apply to and inure to the benefit of the parties hereto and their respective successors in interest.

19. It is understood and agreed that any marginal notations contained in this agreement are not to be deemed a part thereof but are inserted only for convenience of reference.

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

THE MUSEUM OF MODERN ART

By \_\_\_\_\_

WHITNEY MUSEUM OF AMERICAN ART

By \_\_\_\_\_

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# WHITNEY MUSEUM OF AMERICAN ART

GERTRUDE V. WHITNEY, FOUNDER

FLORA WHITNEY MILLER, PRESIDENT

*Enquiries* 10 WEST 8TH STREET, NEW YORK 11, N. Y.

HERMON MORE, Director

LLOYD GOODRICH, Associate Director



MARGARET MCKELLAR, Executive Secretary

ROSALIND IRVINE, Assistant Curator

November 23, 1949

Mr. Rene d'Harnoncourt  
Museum of Modern Art  
11 West 53rd Street  
New York, N.Y.

Dear Rene:

*M* At the last meeting of the trustees of the American Federation of Arts it was agreed that the members of the Editorial Board who are trustees should constitute a committee having general responsibility for the Magazine of Art. This of course does not mean ultimate financial responsibility, which rests with the board of trustees and the officers of the Federation. The purpose of the committee is to consider matters of general policy and finances in connection with the Magazine. For the present we will not hold special meetings of the committee, but will combine them with our regular Editorial Board meetings. *H*

One matter which I think that the Committee on the Magazine should consider at the present time is that of securing detailed figures on the income and expenses of the Magazine. The current budget shows a deficit of about \$8,000 for the year 1949/50. The expenses charged to the Magazine are given under several main headings but are not broken down in detail. I should like to ask the Washington office to give our committee the detailed items of these expenses, so that we may have a clearer picture of the financial status of the Magazine. If this meets with your approval, will you please indicate this on the enclosed postcard and mail it to me?

Sincerely yours,

Associate Director

LG:se  
Enc.