

# T. E. Marr (& Son)

ISABELLA STEWART GARDNER'S PHOTOGRAPHERS—AND MORE

## Appendix D

### **Selected Correspondence Between Arthur Marr, Morris Carter and the Isabella Stewart Gardner Museum**

From letters in the Isabella Stewart Gardner Museum archives, edited and annotated by Ron Polito, © 2020. Supplemental information to the monograph, "T. E. Marr (& Son): Isabella Stewart Gardner's Photographers—and More," *New England Journal of Photographic History*, 2020, Issue 178. Published by the Photographic Historical Society of New England, [www.phsne.org](http://www.phsne.org).

### **Introduction**

The relationship between the Gardner Museum and the Marr photographic firm was established by Arthur's father, Thomas E. Marr. Thomas had done occasional photographic work for the Boston socialite, Isabella Stewart Gardner, but in 1902 she hired him to become the exclusive photographer for her new Boston museum. When Thomas died in 1910, Mrs. Gardner continued the photographic agreement with Arthur, who renamed the firm T. E. Marr & Son.

When Mrs. Gardner died in 1924, Morris Carter became museum director and kept an extensive folder of correspondence with Arthur, covering a range of issues (and emotions) from 1925 to 1936, when the relationship ended on less-than-cordial terms.<sup>1</sup> Also included in this appendix are excerpts from the museum's annual reports related to issues raised in their letters.

Carter, (Harvard B.A. 1898, M.A. 1899) had worked as a teacher, librarian, and assistant director of the library at Museum of Fine Arts, Boston, before becoming Mrs. Gardner's assistant in 1919.<sup>2</sup> He was known as a self-effacing gentleman, intensely loyal to Mrs. Gardner, fiercely dedicated to the success of her museum—and iron-willed when required.<sup>3</sup> This is clear in the correspondence.

Less is known about Arthur Marr's personality, and there are fewer of his letters in the Gardner archives. Indications of his temperament, however, can be interpolated from those documents and Carter's responses to him.

Although lengthy, the excerpts below present a fascinating look into the photographic relationship between T. E. Marr & Son and the Isabella Stewart Gardner Museum, as well as adding depth to the information presented in the monograph. The punctuation in the original material is retained here and, except where noted, all the correspondence was typewritten.

## December 30, 1921

Handwritten note from Isabella Stewart Gardner to George [Peabody Gardner], president of the museum corporation. This note and the one that follows are important antecedents to the later correspondence between Morris Carter and Arthur Marr. In 1902, Mrs. Gardner had granted the Marr firm the exclusive right to photograph in the museum. The firm was also allowed to copyright those photographs under its name and control the sale of prints.

*Dear George,*

*I still don't feel very well and am on my way to bed. Before I go, Carter being present here with a friend, I asked him to write a little note to you as President of the Corporation, or some such high-sounding thing, to say that Thomas Marr & Sons [sic, Son], 180 Tremont Street, have the sole right to photograph Fenway Court or any of the things belonging to it. It might be that at some future time some enterprising photographers might ask you for permission to photograph here and you would not know of the previous arrangement with Marr.*

*Affectionately,  
I. S. Gardner*

## May 2, 1923

A. E. Marr to Isabella Stewart Gardner:

*Dear Mrs. Gardner –*

*How can I thank you for the beautiful gift of the bronze? I have been deeply touched by [that ?] kind thought to send me something as a reminder of you [with, “& I shall always keep it” inserted above the “you”] but Mrs. Gardner, everything about me, my office, my home my business, everything I have reminds me of your goodness to me and what that has done for me during the years I have been so fortunate to know you and have, I hope, your confidence and consideration. You have been my kindest friend, my staunchest supporter and I am indebted to you for both business and home.*

*How can I ever express my gratitude, my sincere wish that you may be spared for years that – I may have time to ever fully show you my gratefulness.<sup>4</sup>*

*May 2, 1923 always yours to command  
Arthur E Marr.*

## March 31, 1925

Morris Carter to William C. Endicott, Esq., a lawyer, and vice president of the museum's board of trustees:

*... And another matter which bothers me is the price of photographs to professors who wish to publish them. Marr's photographs are all copyrighted, and he charges for permission for ordinary publication, \$5; for some special kinds of publications, as high as \$10. Museums generally give photographs to these professors and are glad to secure the publicity, Marr's income from sales is very small at best, and he feels that the publication of a photograph greatly reduces the number sold. I am wondering if the Museum ought to buy photographs from him and pay his price, and give them to people who want to publish them. That would probably be too much generosity, but it mortifies me to tell a professor or a connoisseur how much he will have to pay for the privilege of publishing one of our pictures.*

**April 25, 1925**

Morris Carter to A. E. Marr:

*Up to this time, I believe, you have made negatives of Fenway Court subjects at your own expense, and of course the negatives are your property. In future I would like to pay you for the negatives, and have the Museum own them, allowing you free use of them during your lifetime. I should like you to continue to copyright them, if it could be arranged that at your death the control of the copyright should pass to the Museum with the negative. This may seem to you like a long look ahead, and your first thought may be unfavorable, but it seems to me that the plan is to your advantage. If your estate wanted the Museum to buy the negatives you have made, the Museum would probably pay no more for them than it would for them individually now. You would get cash ~~now~~ [handwritten insertion above: "at the time"] for such negatives as we might order in the future, and there would be so much less complication at that distant date which none of us like to think about.*

*... Will you think this over, and when you can find time, discuss it with me.*

**June 12, 1925**

A. E. Marr to Morris Carter:

*This is to state that I understand that a formal statement is to be prepared concerning the negatives as indicated by numbers on the attached bill dated, June 12, 1925 and of the Isabella Stewart Gardner Museum subjects.*

*Above mentioned statement to relate to the ownership and all rights becoming the property of the Isabella Stewart Gardner Museum **upon the death of the undersigned, myself, Arthur E. Marr** [editor's emphasis].*

*I trust this note will serve your purpose as a memorandum until such time as a detailed statement can be prepared and signed but if it does not cover any point shall be glad to add whatever you suggest.*

**June 15, 1925**

Morris Carter to A. E. Marr:

*Thank you for your letter and the two bills.*

*I thought we agreed that you would make a statement on the bills that these negatives and the copyrights are the property of the Museum. I have therefore had such a statement put on them, which I would like you to sign. If you will then receipt my bill, and return both bills to me, I will send the Museum bill to the office to be paid.*

It seems clear from Arthur Marr's June 12 letter that he wanted to retain copyright of his work until his death, but Morris Carter's understanding of their agreement was quite different. On June 18, 1925, Arthur signs the statement added by Morris, *These negatives and the copyright are the property of the Isabella Stewart Gardner Museum*. One of the negatives appearing on the June 12 bill is number 23891, John Singer Sargent's controversial oil painting of Mrs. Gardner discussed in **Part II** of the monograph cited at the beginning of this appendix.

**July 16, 1925**

Morris Carter to Arthur Franklin Johnson, Esq., a lawyer, and secretary/treasurer of the museum's board of trustees:

*As I told you this morning, the Trustees have approved of a general plan for purchasing the photographic negatives made by Thomas E. Marr & Son ... . It seemed to the Trustees wise to purchase all negatives, both good and bad; this would prevent the bad ones being disposed of to any other purchaser, and would give the Trustees complete control of photographic reproductions of their property. A tentative price for these negatives, agreed to by Mr. Marr, is \$10 apiece.*

*The sale of these negatives to us is somewhat complicated by the fact that they are all copyrighted, and the assignment of the copyright to the Museum is an essential part of the sale.*

*It is further proposed that future negatives of Fenway Court shall be made only on our order, and that Mr. Arthur Marr shall be paid for these negatives at the time of delivery. He has agreed to furnish the negative with one print for \$10, and to attend to the business of copyrighting the negative for \$2. He would like the copyright notice to read as it does on the older negatives, "Copyright by T. E. Marr & Son", but if that is incompatible with the Museum's ownership of the copyright, he of course is willing to forego the advertisement which the present form gives him.*

*When the Museum wishes photographs to give away, it will pay him the regular rate.*

*Will you be good enough to arrange these matters with Mr. Marr in accordance with all the intricate requirements of the law?*

**July 31, 1925**

Handwritten note marked "copy." Morris Carter to A. E. Marr:

*Yesterday I had a conference with Mr. Coolidge [Harold Jefferson Coolidge, president of the board of trustees] and Mr. Johnson [Arthur Franklin Johnson, secretary/treasurer]. They agreed with me that it was of no advantage to have the Museum photographs copyrighted. We can save you that bother, and save ourselves that expense in future. I hope that Mr. Johnson will arrange with you next week for the purchase of your negatives.*

Prior to this note museum records indicate Marr had been making new negatives for the Museum at the agreed-upon price of \$10 per negative, including the first print, and \$1 for each additional print ordered at the time. He was also copyrighting new negatives in the Museum's name for \$2 each. Other records indicate charges for black-and-white prints at \$1.25 each and for sepia-toned prints at \$1.50 each.

## September 11, 1925

Morris Carter to A. E. Marr:

*Thank you very much for the photographs. The new ones of the Giuliano da Rimini are excellent,—the best you have ever made. May I remind you **again** [editor's emphasis] to proceed with the transfer of the copyright on your old negatives, because the sale cannot be consummated until that copyright has been transferred. I am not sure that Mr. Johnson means to keep you waiting until that time for your check, but it would be businesslike of him if he did.*

## September 17, 1925

A. E. Marr to the Registrar of Copyrights, Washington, D.C.:

*I, Arthur E. Marr ... doing business under the name of Thomas E. Marr & Son ... and administrator of the estate of Thomas E. Marr do hereby transfer to the Trustees of The Isabella Stewart Gardner Museum ..., any and all copyright ownership which I may possess on the following mentioned photographs.*

*#1. All photographs which may have been copyrighted by the above mentioned Thomas E. Marr which were recorded under the copyright titles,—“Fenway Court”, etc., and “Gardner, Mrs. J. L. Fenway Court”, etc.. [double period as written].*

*#2. All photographs which may have been copyrighted by the above mentioned Arthur E. Marr under the name of Thomas E. Marr & Son which were recorded under the copyright titles, “Fenway Court”, etc., and “Gardner, Mrs. J. L. Fenway Court”, etc.. [double period as written].*

*#3. All photographs which may have been copyrighted by the above mentioned Arthur E. Marr under the name of Thomas E. Marr & Son which were recorded under the three copyright registration numbers as follows, —J 277264-281, J 277395-494, and J 277748-804.*

The above copyright assignment was received by the Copyright Office on September 21, 1925, and recorded in Book 131, page 352, on October 5, 1925.

## September 17, 1925

Letter of Agreement between A. E. Marr and the Gardner Museum, witnessed and sealed:

*Arthur E. Marr ... agrees to sell to the Trustees of the Isabella Stewart Museum ... three hundred and seventy-three (373) photographic negatives of the works of art contained in the Museum and of the Museum itself, etc. on the following terms:*

*1. ... the Trustees are to pay said Marr three thousand seven hundred and thirty dollars (\$3730).*

*2. Said Marr is to have the copyrights of such of [as written] said negatives as have been copyrighted in his name assigned to the Trustees, but is to have free access to said negatives for the purpose of making prints from the same during his lifetime and the right to stamp any such prints as his work.*

3. *Such future negatives of works of art in the Museum or of the Museum property as may be ordered by the Director or the Trustees shall become when made the property of the Trustees ... said Marr to have access to any such future negatives on the terms on which it is stipulated in paragraph 2 he shall have access to the negatives hereby to be sold and delivered.*

4. *Said Marr agrees to furnish any such new negative ... with one print thereof for ten (10) dollars and to attend to the business of copyrighting said negative if the Director so requests him to do for two (2) dollars, said copyrights to be obtained by him in the name of the Trustees ... , though he shall have the right to stamp any print made from any such new negative as his work.*

5. *Any future negative of works of art in the Museum or of the Museum property which said Marr may with the Director's consent make for any outside party shall become when made the property of said Trustees and shall immediately thereafter be delivered by said Marr to the Trustees at Fenway Court, but he shall have access to any such negative for the purpose of making prints from the same during his lifetime and the right to stamp any such prints as his work*

### **September 30, 1925**

Annual Report to the Museum's Board of Trustees.

From the report of President Harold Jefferson Coolidge:

*An arrangement was recently made with Mr. Arthur E. Marr in regard to the ownership of photographs sold at the museum. Previous to Mrs. Gardner's death all negatives (373 in number with their attendant copyrights) belonged to Mr. Marr, who alone had the right to their reproduction and sale. Under a contract recently concluded with him by Mr. Carter, with the approval of the Trustees, the ownership of the negatives and copyrights has been transferred to us, Mr. Marr retaining certain rights to take prints during his lifetime. On his death all such rights will belong to the Trustees alone.*

From the report of Museum director Morris Carter:

*All the photographic negatives of Fenway Court made by Thomas E. Marr & Son have been purchased by the Museum; this gives the Museum complete control of the photographs in its collection. An arrangement for the purchase of future negatives has also been made with Mr. Arthur Marr. New negative will not be copyrighted, to facilitate, rather than impede, the publication of objects in the collection is our aim.*

**February 20, 1926**

Morris Carter to A. E. Marr, Carter raised concern about the price Marr is charging for prints:

*When you telephoned yesterday, I was engaged, and could not give you as much time as I should have liked. The question of price of photographs is also so important that we need to talk it over face to face. My feeling is that the photographs of rooms would sell better at \$1 apiece, that they do not cost any more to make than the others (in this I may be mistaken), and that now that **the Museum pays for the negatives and takes no commission from sales** [editor's emphasis], you perhaps can afford to sell them for the same price as the paintings. I don't want to urge anything that you think unfair to yourself.*

**March 3, 1926**

Facsimile of a calling card-sized advertisement of prices charged by Marr for Gardner Museum prints. It is not known if this refers to in-museum sales or for external sales. The letter of February 20, 1925, and those of June 1, September 16, and September 18, 1926, following this reproduction, add some clarity to Marr's relationship with the museum regarding the sale of prints. Additional information about Marr print prices can be found in **Part II, Table 2** of the monograph cited at the beginning of this appendix.

[rubber stamped March 3, 1926]

PHOTOGRAPHS  
THE ISABELLA STEWART GARDNER MUSEUM

Photographs in Black and White. (Plate Size 8"x10")	\$1.00 each
Photographs in Sepia (Plate Size 8"x10") to order	\$1.50 each
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Enlargements in Black and White, (approximately 16"x20")	\$5.00 each
Enlargements in Sepia, (approximately 16"x20")	\$7.50 each

*Publication prices and terms on application*

THOMAS E. MARR & SON  
180 TREMONT STREET BOSTON, MASS.

**June 1, 1926**

Morris Carter to A. E. Marr:

*I have written to Mr. Woodward that photographs of our things are sold exclusively by you, and I would ask you write to him in regard to the purchase of a photograph of the "Diana" for the purpose of making a slide.*

**September 16, 1926**

Morris Carter to A. E. Marr:

*It is quite all right for the Mentor to publish the El Jaleo if they will print under it "Copyright by the Isabella Stewart Gardner Museum". You will furnish the print on the same terms as you furnished the previous ones.*

*... Wouldn't it be a good idea if she [Mrs. Clark; her relationship to the Museum or Marr is not known] should make, as she has leisure, a card index of the painters, principal sculptors, and the rooms here, with the negative numbers of the photographs: for example—*

*Botticelli: Madonna                      7584*

*Now, if somebody wants a photograph of a painting, she has to look through her mounted samples to find the number. This doesn't look efficient, and often takes quite a little time.*

**September 18, 1926**

A. E. Marr to Morris Carter:

*Upon receipt of your letter yesterday I wrote The Mentor about the copyright and we made a glossy print which is now being packed for mailing by noon.*

*I think your idea about the card index is a most excellent one and I shall start Mrs. Clark [sic] on the work when I see her on Monday.*

**September 30, 1926**

Annual Report to the Museum's Board of Trustees.

From the report of President Harold Jefferson Coolidge:

*... the very much improved photographs which Mr. Marr has been able to produce with the new photographic apparatus installed by the Trustees;...*

The equipment is not described here but included an eleven-by-fourteen-inch Folmer & Schwing Commercial Camera, a built-to-order Century Semi-Centennial camera stand, two Halldorson Electric Studio Lamps" units, and assorted supplies. The 1926 auditor's report lists "Installation of photographic equipment \$1, 274.20."

## October 16, 1926

Morris Carter to A. E. Marr. This letter is but one example of Carter's critical skills and how carefully he monitored the photography at the museum. (Also see March 31 and April 14, 1930.)

*With most of the photographs I am very much pleased [list of 11 photographs follows].*

*I think the 11 x 14's are too strongly lighted; and the same is true of the Mabuse (formerly called Scorel). Possibly on a less snappy paper, that would have more modelling; it is too chalky white, and the same is true of the hands and the head in the 11 x 14 Philip. Perhaps a different paper, as I say, would improve that effect, and my theory of the cause may be all wrong, but they look over-lighted to me. You will probably say that is an impossibility and that it is absurd of me to suggest it.*

*The Rembrandt landscape is marvelous in its detail, but it seems to lack richness and depth and is not quite true to the picture. If it were printed a little longer, would this effect be overcome?*

*... I congratulate you on having obtained such excellent results in the large majority of cases. The two photographs of hands are perfect. I think there needs to be some little modification is taking the 11 x 14's, but I am sure the Trustees will be very much pleased with these results [handwritten insertion: "as a whole"].*

There is a handwritten note at the end of this letter: *I have been comparing (illegible word) of the photographs with the originals, & that is the one defect—they show that there was a glare of light, which picked out all the high-lights and destroyed the half-tones. This makes the values untrue.*

## September 11, 1927

Morris Carter to A. E. Marr. Carter once again expressed frustration with the pricing of prints for noncommercial use. (See March 31, 1925 and February 20, 1926.)

*I am sorry if you had any annoyance over the photograph of the Court which Mrs. Hume wished to purchase for reproduction in her "house organ". I believe this is a little bulletin to be distributed to members of an organization which is going to have a convention.*

*This matter of reproduction gets us into trouble all the time. I think my theory is that magazines or newspapers which are run as business enterprises, for profit, and which pay good prices for the articles they publish, should be willing to pay \$5 apiece for their illustrations. But to publications which are not business enterprises, and which cannot afford to pay for their contributions and often do not make their expenses, I should like to have photographs furnished at the regular rate. I think such publications should be looked upon as advertising. [Marr appears to charge \$1 for each black-and-white print.]*

*As I have often said, I should not feel at all justified in interfering with your profit from the sale of photographs for reproduction if you were not now being saved the expense of copyrighting, and if the Museum were not purchasing your negatives. Of course the advantage to you in your present arrangement with the Museum offsets many times the slight disadvantage of allowing people to reproduce photographs without having to pay extra for them.*

*Please forgive me if I am trespassing improperly; I am so soft-hearted—occasionally. I have written all this instead of telephoning because I think it is advisable, for both of us, to have a record of my position.*

**September 12, 1927 [first of two letters]**

A. E. Marr to Morris Carter:

*Your letter of Sept. 11<sup>th</sup> received and I agree with you and we shall arrange the publication price as you suggest in the future.*

*I was not caused any annoyance over the Mrs. Hume matter but I guess she was rather put out because I told her it would be necessary to have a written request [inserted above this line, “or order”] from you in order to obtain photographs for less than the usual price.*

[Marr’s letter continues:]

*Dear Mr. Carter I would never mistake, or hope I never would, your always kind interest in and for me. The little note is but an example of your continually thoughtful interest.*

*It is unnecessary for me to tell you how mighty good you have been to me and how much you have really done for me. I hope you believe I realize it and am grateful, [continues in hand, “if I don’t always show it.”].*

**September 12, 1927 [second of two letters]**

A. E. Marr to Morris Carter. It appears photographic postcards of the museum and its artwork have been suggested. Marr was opposed to the idea, and the museum did not begin to sell postcards until after July 1931.

*Am enclosing postal. Telephoned you I think it was Friday but did not catch you.*

*Prof. Keep does not realize apparently when he mentions inexpensive post cards that there is always expense in producing the small post card plate from the large size negative and that the low cost of cards is warranted because vast quantities are printed, usually mechanically, from the same plate.*

*I do not imagine he would want quantities and of course neither you or I would want the Museum’s subjects put out and sold in post card form.*

*We could make reduced size copies, any size he wanted if more convenient for him to store and run in the machine of course.*

*Shall be glad to hear your suggestions whenever convenient.*

## September 13, 1927

Morris Carter to A. E. Marr:

*I return herewith Professor Keep's postcard. I have had two or three letters from him. When I told him that the sale of photographs was in your charge, I also told him that we do not sell postcards. He evidently wants to leave no stone unturned. There is nothing for you to do but tell him the only reproductions are the photographs.*

## May 18, 1929

Morris Carter to A. E. Marr. Marr moved his studio from 180 Tremont Street to 234 Boylston Street sometime between 1928 and 1929. The issue of postcards was again raised, as it was in the letters of September 12 and 13, 1927.

*Because of my genuine desire to preserve your good will, I have decided not to allow the color reproduction of our Vermeer as one of the Medici Prints. I believe, however, that your losses due to the concessions you have made to us will never equal the sum which the Museum has put into your hands by the new arrangements made since Mrs. Gardner's death. Moreover, Mrs. Gardner naturally thought of the Museum as her personal property. Now that it has become a public institution, a different point of view prevails, and the Trustees feel strongly that it should serve the public more liberally and that it should provide, as far as possible, the things which other museums offer. It is inevitable that eventually we shall have post cards and color reproductions; how long they can be postponed, I do not know.*

## March 31, 1930

This letter from Morris Carter to A. E. Marr illustrates Carter's oversight of photography at the museum, this time in preparation for the publication of the museum's first illustrated catalogue. (Also see October 16, 1926, and April 14, 1930.)

*This morning I sent off 48 of your glossy prints to the Marymount Press. They are splendid and we ought to get excellent blocks from them [half-tone plates for printing]. But the eight prints I am enclosing to you with this seem to be difficult subjects, while they include some of our most important pictures.*

*25649-2 doesn't contain nearly as much as it might. In the painting the shape of the body and the bow at the back of the necklace are quite distinct and there is more light and shade in the face.*

*24504-2 is the same kind. The painting has more snap and the modelling of the face is lost in the print. That black mark in the sky does not belong, and could not something be done with the white spots, which, I know, belong to the picture.*

*24455-4 and 24447-3 are just the reverse. They are both very light, and the damage to the paintings is unjustly striking in each case. In 24455-4 there is an absence of definition, the instrument on the table is almost lost and one would not know that the pianist's bodice is yellow and her skirt white. For the portrait I think it would be better to have a print a shade darker.*

*23076-2 is a case of the same kind. The shadows have got very thin and have almost gone from the dress. That dirty mark at the cross to the left does not belong.*

24124-2 on the other hand is too dark a print. Those shadows found on the edge have got much exaggerated.

24506-3 is a perfectly good print except for that large scratch on the left. I think we must send the block-maker one without it.

Marymount Press was the printer for the Museum's first illustrated catalogue: Philip Hendy, *Catalogue of the Exhibited Paintings and Drawings* (Boston: The Isabella Stewart Gardner Museum, 1931). The catalogue contains 141 half-tone illustrations made from Marr photographs.

### **April 14, 1930**

Morris Carter to A. E. Marr. (See also October 16, 1926, and March 31, 1930.)

*The last batch of prints is fine, and we are sending off most of them to Mr. Updike this morning. **But I am continuing my policy of being very exacting over them and am sending you back a dozen in the hope you may be able to get an improvement out of the negatives*** [editor's emphasis].

Carter went on to list the print numbers in question, with comments on extraneous marks and print tonality similar to his other letters.

### **September 30, 1930**

Annual Report to the Museum's Board of Trustees.

From the report of Museum Director Morris Carter:

*This leads me to the last and most important matter I wish to lay before the Trustees, namely—an addition to our building. In the present building the offices and storage space are inadequate, and there is no suitable place for a photographer to work ... [an intended hire, not Marr]. In a two-story addition which would rise only slightly above the garden wall on Worthington Street, provision could be made in the basement for a photographer's dark room and the storage of camera, lights, developed negatives and other supplies .... On the second floor there should be an adequate kitchen, and a classroom equipped for showing lantern slides and motion pictures. This should be an attractive room, where refreshments could be served, but should also be adapted for the taking of photographs.*

### **January 19, 1931**

Harold Jefferson Coolidge, president of the board of trustees, to Morris Carter:

*I am sending down a copy of the vote of the Trustees in regard to the handling of photographs, to use or not as you think best, in your negotiations with Marr.*

*VOTED that the Trustees with [handwritten insertion above: "sh" (wish)] to record their feeling that owing to the long satisfactory service of Mr. Marr as photographer to the Museum, both before and since Mrs. Gardner's death, and in view of the new illustrated catalogue soon to be published, that the time is [handwritten insertion above: "seems"] opportune for a readjustment of the financial arrangement with Mr. Marr, whereby he will not be put to [strike-out, possibly: "a"] loss on account of any change in the way the photographs, etc. are handled and sold.*

## January 23, 1931

Morris Carter apparently telephoned Marr to discuss the museum purchasing his photographic rights and business selling museum prints. From an April 7, 1931, letter from Marr to Carter:

*When you 'phoned on Jan. 23rd. that you wanted to see me about buying out rights and Museum busines [sic] from me and offered sixty-five dollars per month for the rest of my life and also the purchase of all my stock at the cost of making I felt the matter would be closed as soon as Mr. Johnson returned ... [Arthur Franklin Johnson, a lawyer, and secretary/treasurer of the museum's board of trustees].*

## March 16, 1931

A. E. Marr to Morris Carter:

*When I received Mr. Johnson's letter requesting to see me I 'phoned you and was told the matter of purchase of all my life interests in the negatives and photograph business pertaining to the Gardner Museum by the museum was in the hands of Mr. Johnson [Arthur Franklin Johnson, a lawyer, and secretary/treasurer of the museum's board of trustees] and you advised our getting together and arrange for a satisfactory settlement between us.*

*I met Mr. Johnson that same day and told him you had requested me to go to see you about the above matter and that you had offered me sixty-five dollars per month for the remainder of my life if I would transfer over to the Gardner Museum all my life interests in all the negatives and photograph business pertaining to the Gardner Museum.*

*I told him I refused this offer from you but would [typewritten insertion above: "told you"] I would accept a settlement of twenty-five dollar per week for life. The museum to purchase from me all photograph stock already on hand and at a price slightly under the cost of production.*

*Mr. Johnson said the trustees would call that offer ridiculous and would laugh at him if he told them. He then asked me what I would be willing to accept in a lump sum. I asked him to make an offer but he said he did not care to do that because it might place the museum in the position of trying to "jew" me down. I told him then I would accept a lump sum based on the twenty-five dollars per week based on a period of my living only ten years which would amount to twelve thousand dollars. [Marr was 53 at this time. Also inserted at this point in the letter is a handwritten note in the right margin: "and the purchase of photograph stock on hand as mentioned in paragraph 3 of this letter."] I told him this sum was not really much more than what you had offered me, sixty-five dollars per month for life which in a lump sum for ten years would be nearly eight thousand as compared to twelve thousand, and should I live fifteen years the totals would be about the same. Also that the difference between what you had offered me, fifteen dollars per week for life and what I asked, twenty-five dollars was really not very great. However, he did not seem to want to settle on a monthly payment for life basis and he said he would talk the matter over with the trustees and let me hear from him in two or three days.*

*Not hearing from him after two weeks I phoned him last Thursday and he said the members of the executive board had turned my offer down and therefore he thought matters would go on now just as they had been going on.*

Mr. Carter I have tried to give to you in this letter a fair summary of the discussion [handwritten insertion: "in brief"] and I would now like to see you at the earliest moment concerning the sale of prints at the [in-museum] counter.

### March 20, 1931

A. E. Marr, handwritten note to Arthur Franklin Johnson, a lawyer, and secretary/treasurer of the museum's board of trustees:

*Total number photos Gardner Museum 3760 [Marr's "stock on hand"]*

*Total face value (not publication prices) \$4351.25*

### April 7, 1931

A. E. Marr to Morris Carter. This three-page letter and Carter's response that follows it are important.

*At the close of business on Sat. April 18, 1931 I shall discontinue the sale of photos at the counter at the Gardner Museum after thirty years there and shall remove all my stock and equipment at the earliest moment I can.*

*Knowing your wishes I have kept the counter open for months to please you and the Museum at a great financial loss to myself. Since last Sept. there has been an average money loss of about ten dollars each week totaling several hundreds of dollars and I have stood this loss without complaint because it pleased you to have prints at the counter **and because we had always been such good friends I thought** [editor's emphasis].*

*Now I do not feel I should be expected to continue to do it any longer, in fact, I simply cannot afford to lose any more money.*

*When you 'phoned on Jan. 23<sup>rd</sup>. that you wanted to see me about buying out rights and Museum busines [sic] from me and offered sixty-five dollars per month for the rest of my life and also the purchase of all my stock at the cost of making I felt the matter would be closed as soon as Mr. Johnson returned [Arthur Franklin Johnson, a lawyer, and secretary/treasurer of the museum's board of trustees] since there was only a small difference of ten dollars per week between your offer and what I asked. However Mr. Johnson has refused every offer I have made and all he has even suggested he might do would be to pay me what would be about sixty cents on the dollar on my stock of photos.*

*Before this I told him about the number of prints we had on hand and that the inventory would be between four and five thousand dollars. He asked me to count all my stock and what that amounted to in money and then he would make me a very liberal price on those figures. I spent five and one half hours at the court checking stock and when I showed him the totals his liberal price to me was as stated above [sixty cents on the dollar] and that was not an offer either*

*You have at various times requested me to keep my stock up and I have tried to do so but at that my stock is really low only about and average of six prints per subject for the collection.*

Mr. Johnson has opposed every effort of mine for a reasonable and fair settlement. He told me the last time I went to his office that I had charged the Museum exorbitant prices for the work I had done for it; and apparently to off set the effect of the letter which Mrs. Gardner wrote [presumably letter dated December 30, 1921, above] and had you bring to me on your way with it to Mr. George P. Gardner Mr. Johnson said **Mrs. Gardner did not give me all of her work and allow me the exclusive control of all Museum photograph business because she liked me or wished to help me but because I paid her twenty-five cents for each print sold. And he finally asked me if I hadn't been up to the Museum filling up my stock with a whole lot of old pictures to unload onto the Trustees** [editor's emphasis]. These are some of the things I have had to stand although I did not without a strong reply to them and all this time I have been every week paying out of my own pocket about ten dollars to keep the counter open to accommodate the Museum.

The matter with Mr. Johnson stands this way;—take what he may care to offer possibly about sixty cents on the dollar and of course these same prints will be sold by the Museum and bring back money to off set whatever is paid out, or else I can keep on selling prints at the counter at a loss of very likely the same average ten dollars each week or if I do not continue to stand that loss every week and close the counter Mr. Johnson says they will have a new set of negatives made and will put out cheap prints which of course we all know will the first day they are put on sale ruin all my Gardner photograph business for this rest of my life. And the price he thought he might pay was less than what I have actually paid to make this stock up.

He refused to have anything more to say to me and added that the matter was in your hands and that you had absolute power to do whatever you wish about the matter.

I don't know what version Mr. Johnson has given you and I don't care. I want you to know the facts and this letter tells them [illegible word struck-out] as fairly as I know how to state them.

My whole Museum business together with about five thousand dollars worth of stock stands liable to be wiped out in a day.

How would you feel Mr. Carter?

Do you believe that by refusing to see that I have only fair treatment in this matter you [as written] are doing what Mrs. Gardner would have done?

Do you honestly believe you are doing what Mrs. Gardner would want you, the one person in the world she placed such power and trust in to carry out her wishes, to do, Mr. Carter?

**April 8, 1931**

Morris Carter to A. E. Marr:

*The settlement of the Museum's business relations with you was not in my power because, according to the terms we discussed, it involved a pledge to pay you certain sums during an indefinite number of years. As Director, I have control only over current income, and I could not make a pledge to bind the Trustees after the end of my term as Director. The amount I suggested, which would have had to be confirmed by the Trustees, seemed to you much too small. The amount you proposed seemed to the Trustees much too large, and your proposition caused the Trustees to go into the subject on a careful business basis. All the Museum's business relations with you have been so different from those of Mrs. Gardner—that is, the Museum has paid so much money for making photographs, whereas Mrs. Gardner paid nothing – that the Trustees feel Mrs. Gardner never expected that your privileges as photographer would result in as great an outlay, and that she would not have not written the letter she did if she had not expected that the sale of photographs would be a slight source of revenue to the Museum. [The Gardner letter referred to here is likely her letter of December 30, 1921, transcribed above.]*

*During the last seven years, I have shown a consideration for your welfare which perhaps was not practical, and I am sorry now to have you suffer any loss, but I think the Trustees are fully justified in wanting to take a business and not a sentimental view of the matter.*

**April 14, 1931**

Copy of an unsigned letter to Arthur Marr, presumably from Arthur F. Johnson:

*Mr. Carter has shown me your letter to him of April 7, 1931. It contains some misstatements of fact, but that is aside from the point.*

*I have discussed with Mr. Carter and the Committee whether or not the Museum would purchase your stock of 3760 prints at the value shown on your statement of March 20, 1931, \$4,361.25 [actually 4,351.25].*

*We are willing to pay you \$4,361.25 for the prints, and an additional amount for the losses which you represent in the second paragraph of your letter to Mr. Carter you have suffered at the Museum, making in round figures the sum of \$5,000 on the conditions set forth in the enclosed release. If this is satisfactory to you, please sign the release and return it to me. Upon receipt of it duly executed, I will send you cheque for \$5,000.*

*This ends the discussion as far as we are concerned.*

## **April 16, 1931**

Notarized release of rights executed by A. E. Marr:

*I, Arthur E. Marr, of Boston, Massachusetts, in consideration of five thousand dollars (\$5,000) to me this day paid by the Trustees of the Isabella Stewart Gardner Museum, the receipt of which payment is hereby acknowledged, do hereby discharge and release said Museum, its Director and Trustees, from any and all claims and demands of whatsoever kind or nature which I now have or ever have had against said Museum or said Director or Trustees, and do especially hereby discharge and release said Museum, its Director and Trustees, from any and all claims of whatsoever nature arising under, or growing out of an agreement made between me and said Trustees dated September 17, 1925.*

## **April 21, 1931**

Invoice from A. E. Marr to the Gardner Museum, presumably for their purchase of equipment pertaining to his recently closed photographic sales counter:

*Equipment at photographic counter including  
2 steel drawers, roller arm extensions,  
for 8x 10 photos fitted with 400 metal tab  
press board separators and 400  
manilla [sic] folders.*

*1 steel drawer same type as above for  
11x14 photos.*

*All fitted with locks.*

*1 steel drawer card index fitted.*

*4 wooden cases fitted with hardware  
and locks for 40 boxes of 8x10 negatives  
etc.*

*\$175.00*

*All above now at the Gardner Museum.*

## **May 7, 1931**

A. E. Marr to Morris Carter. Arthur has been replaced as the official museum photographer by Joseph N. Lyons, who also was operating the in-house photographic sales counter. As this letter implies, Arthur's current finances are strained, likely from the loss of museum business and the effects of the Great Depression:

*If you would like me to do the printing for you and also continue the photography at the museum as I have done in the past I shall be glad to do it. At the price you mentioned, forty cents for the 8x10 and seventy-five cents for the 11x14 I can make a profit which I know you would want me to do.*

*But if you are satisfied with the man you now have or do not wish me to continue your work, and at any time have trouble getting results, either prints or negatives, I shall, because of your always thoughtful and kind consideration of me in the past, be glad to do anything I can do to help you through any difficulties that might arise.*

*I am sincerely anxious for your photos. and photography at the museum to be a success.*

*Please always feel that you have [handwritten insertion: "a"] friend in Marr who will gladly do whatever he can for you when you may need him.*

**May 8, 1931**

Morris Carter to A. E. Marr:

*I deeply appreciate your friendly letter, and I am well aware of the sincerity of its expression.*

*The problem at the moment is the new numbering of the negatives, which you so generously said you would be willing to undertake. I should want to pay you for the time required. As these negatives begin the photographic history of the museum, I think it would be best in re-numbering them to start with No. 1; and I should like to have the different sizes indicated by letters, the 11 x 14s to be A1, A2, etc., and the 8 x 10s to be B1, B2, etc. This is going to make a good deal of work for us in changing over our records, but ten years from now we shall probably be glad that it was done. The labor of today must not be spared if it will improve conditions in the future. According to the new system, Miss Backus will definitely assign the new number for the negatives. When that is done, I shall be very glad if you will make the change. You have explained to me the reason for the high numbers our negatives now have, but I think you will agree that it is better for us to assign new numbers.*

*Very sincerely and appreciatively yours,*

Unfortunately, no explanation of the Marr numbering system has been found, however, Marr did undertake the renumbering project mentioned here. Also, Carter's closing is particularly warm, and singular; his other letters to Arthur close with a simple "Sincerely yours," or an occasional variant of "Very truly yours."

**September 30, 1931**

Annual Report to the Museum's Board of Trustees.

From the report of Museum Director Morris Carter:

*... it is hoped that before the end of 1931 the [new] building will be ready for occupancy. It will provide in the basement ... photographic rooms ... and on the second floor, ... a booth for the stereopticon*

*... In April we purchased from Mr. Marr his entire stock of photographic prints relating to the Museum and his duplicate negatives, and we agree to take over from him the maintenance of the sales counter, with the understanding that we should fix the retail price of photographs, and should be free to sell postcards or any other form of reproduction that we might wish. On May 5<sup>th</sup>, the price of all photographs was reduced. In July, postcards were put on sale; thirty-two subjects have already been printed, six others have been ordered, and before Christmas we hope to have a few postcards in color.*

Marr had long resisted any reduction in photographic print prices and the sale of postcards. (See letters of September 12 and 13, 1927; also, May 18, 1929.) Carter reported that the sales from May on were 390 photographic prints, 253 half-tone prints, and from July on, 1,513 postcards. Museum sales of these items in subsequent years are detailed in **Part II, Table 3** of the monograph cited at the beginning of this appendix.

## Late 1931 to July 1932

Several invoices in Gardner archives indicate that during this time period, Arthur continued to sell Gardner prints to outside customers. He also provided the museum with prints and a few new negatives. In one invoice on Marr letterhead dated October 28, 1931, Arthur bills the Rudolf Lesch Fine Arts Gallery in New York City for ninety photographs of Gardner Museum art objects. He charges fifty cents a print, ten cents over the cost needed to make the profit stated in his May 7, 1931, letter to Morris Carter. While Morris Carter's letter of February 20, 1926 indicates the museum did not take a commission from Marr for sales at the museum, it is not known if the institution received the additional ten cents on each outside sale.

Marr's last known invoices for new museum work are for seventeen negatives and eighty-four prints made between January 11 and March 29, 1932, and forty-five prints billed on July 21, 1932. Marr charged the longstanding rate of \$10 for each negative and first print, but only forty cents for each additional eight-by-ten-inch print and seventy-five cents for each eleven-by-fourteen-inch, the rate quoted in his May 7, 1931, letter.

## April 4, 1932

Morris Carter to A. E. Marr, presumably in response to a Marr letter not found in the museum files:

*My natural impulse would be to take all these prints off your hands [presumably prints of the Museum and its art], but I really think I cannot be so generous. When we took over the business, we stocked up pretty liberally, and our sales are declining. As you foresaw, the introduction of postcards is probably the chief factor in reducing the photographic sales. There are practically no sales of the 11x14's, and of most of the 8x10's which you sent us we already have a large number on hand. Even of the Giorgione, which is perhaps our best seller, we still have 75 on hand, enough to last us presumably for three years. Of many others, we still have the 25 prints which we ordered.*

*I actually find that the only prints I can reasonably take are 119 of the 8x10's and 18 of the 11x14's. Most of these need to be trimmed, and in order to go in with our present stock, **should have the old number and the T. E. Marr & Son or Marr spotted out** [editor's emphasis]. Would you be willing to estimate the trimming and spotting at 10¢ a print? Then I should be glad to pay for the prints we want, the price you quoted, plus this additional 10¢ in the case of those prints which need spotting and trimming.*

*I hate to think of having any of these good prints destroyed, but I cannot foresee a need of them now, and you may not feel like encumbering your space with them. It will certainly be many years before we should have occasion to order some of them.*

## July 18, 1932

Gardner Museum's secretary, to the Rudolf Lesch Fine Arts Gallery, New York City. It appears Marr is no longer providing Gardner prints directly to outside customers. The Gallery had sent an order directly to Marr, and he forwarded it to the museum.

*... A year ago we took over all business connected with the making and sale of photographs of objects in the Gardner Museum, and we shall be pleased to fill your orders at any time. [The letter quotes fifty cents plus ten cents postage for an 8 x 10 print, one dollar, plus fifteen cents postage for an 11 x 14.]*

## **January 23, 1933**

Morris Carter to A. E. Marr:

*When you bought for us the large 11 x 14 camera, you also bought, to use in connection with the 11 x 14 plates and prints, a certain amount of equipment, for which the Museum paid. Do you not think it would be fair, especially as I believe you do not do 11 x14 work, to turn over to us that equipment for which we have already paid the purchase price?*

*Two bills from Robey-French Co., dated June 30, 1926, list the following items:*

[The letter continues with a list of camera and darkroom equipment totaling \$140.25. Details will be found in the **Part III** of the monograph cited at the beginning of this appendix.]

*It may be that some of these are no longer in good condition, but if you think it is not unreasonable for me to ask you to deliver them, we should find them useful.*

## **February 1933 to April 1935**

The Gardner archives have several requests for Gardner photographs being sent directly to A. E. Marr, and his forwarding these to Morris Carter.

On February 3, 1933, Carter responds to another request from the Rudolf Lesch Fine Arts Gallery, New York City, a longtime customer:

*This Museum has purchased all the negatives made from pictures in its collection by T. E. Marr & Son, and we shall be glad to fill your order if we can do it to your satisfaction. Mr. Marr tells me that you have always required a special kind of paper and a special style of developing. I do not know how we can discover exactly what you want, but we believe that the prints we sell are as good as those made by Mr. Marr. Would you like to send us instructions?*

The Lesch Gallery responded on February 6, 1933:

*... We have no doubt whatsoever that you will be able to fill our order in a satisfactory manner. The only special requirements in regard to these photographs are that they are good prints and printed on a mat paper (not glossy).*

And on April 22, 1935, Morris Carter wrote A. E. Marr:

*Thank you for forwarding a letter from Miss Gilman of the Fogg Art Museum, a few days ago. I am surprised that she did not know we are now handling our own photographic business.*

