

MISSOURI STATE  
MUSEUM:

(1) Authority of Missouri State Department of Resources and Development with respect to exhibits now in Museum and exhibits hereafter acquired; (2) suggested forms of agreements to be used in acquiring exhibits; (3) suggested form of agreement to be used in making loans of exhibits.

March 27, 1945



Honorable Hugh Denny  
Acting Director  
Missouri State Department of  
Resources and Development  
Jefferson City, Missouri

Dear Sir:

Reference is made to your letter of March 21, 1945,  
reading as follows:

"The State Museum, which is also known as the Missouri Resources Museum, has been in existence for many years during which time exhibits, specimens, and miscellaneous materials have been given to or loaned to the Museum. Under House Bill 502 of the 62nd General Assembly, the administration of the State Museum was vested in the State Commission of Resources and Development. Section 10b of the above bill provided that, 'There shall continue to be maintained by the commission a Missouri State Museum, which shall be a conservational and historical museum in which shall be collected and displayed such exhibits of the products of the mines, mills, fields and forests of the State of Missouri and such other articles and products as will display the natural resources of the State of Missouri and their utilization, as the commission may deem necessary and expedient.'

"In the fulfillment of this provision, the Commission deems it advisable to rearrange the Museum and change some of the material on display. There is in the Museum and in store rooms a large amount of material which we

interpret to be foreign to the type of Museum specified in House Bill 502 of the 62nd General Assembly. This material has its proper place in museums, but not necessarily in the Missouri State Museum under the present law. We believe it would be in the public interest to arrange some means of transferring material from the Missouri State Museum to other museums or places where the material would be properly displayed and serve a public use.

"We would like your advice as to the preparation of an agreement which could be entered into between the State Commission of Resources and Development and other museums, state departments, public schools, or semi-official organizations, this agreement to provide that materials given to the State Museum, when loaned to another organization, shall be subject to recall if the Commission of Resources and Development should at a later date deem such action necessary.

"We would also like to have your assistance in the preparation of a form of acceptance to be used when additional material is submitted to the Museum, either as a gift or as a loan. I believe any such agreement should be prepared so that if it became evident to the administrators of the Museum that the material was not serving a worthy purpose in that Museum, it could be returned to its original owners or heirs or to some other public or semi-public body to which such exhibits would be germane.

"We have at this time a large number of books and manuscripts which are stored in the Museum but which have no foreseeable prospect of being displayed by the Missouri State Museum. It so happens that the Agricultural College at the University of Missouri is very much interested in this material and would be able to compile the manuscripts and make good use of the material which we have. We would like very much to cooperate with the University College of Agriculture by making this material available to

them under whatever arrangements are necessary to make the transaction legal and protect the State's interest.

"If further information is desired on this matter, I shall be glad to discuss the subject with you or submit additional information."

I.

Under the provisions of Section 10b, found in Laws of 1943, at page 983, the control and supervision of the Missouri State Museum has been transferred to the State Department of Resources and Development.

We feel that the broad grant of power contained in the above mentioned section is sufficient to authorize the Commission of Resources and Development to deal with exhibits now in the Museum, or which may hereafter be acquired, in any reasonable manner it may see fit, in the exercise of its discretion. We believe that such commission is empowered to make arrangements with other public bodies for the display of exhibits belonging to the Missouri State Museum, to the end that such exhibits may be used to fulfill the purposes for which the Museum has been established. There are no specific restrictions incorporated in the statute creating the Museum limiting the display of museums to the State Capitol; rather there is an indication of a contrary legislative intent in the following quoted portion of Section 10b:

" \* \* \* The Commission of the Permanent Seat of Government shall designate such part of the first and second floor of the Capitol Building as it thinks advisable to be used as a part of the Missouri State Museum. \* \* \* "

II.

We believe the following form of agreement to be proper for use in acquiring exhibits by gift:

(Form No. 1)

ARTICLES OF GIFT

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as Donor, do hereby set over and transfer as an irrevocable gift unto the Missouri State Department of Resources and Development, hereinafter referred to as Donee, and such other successor governmental agencies as may hereafter accede to the authority now exercised by such Donee with respect to the Missouri State Museum, the following described personal property of the Donor:

(Schedule of gift or gifts)

IN WITNESS WHEREOF, the said Donor has hereunto subscribed his hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in the foregoing instrument, and who executed the same and acknowledged the execution thereof as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal of office, in said State and County, the day and year first herein written.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

We believe the following form of agreement to be proper for use in acquiring exhibits by loan:

(Form No. 2)

ARTICLES OF LOAN

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as Donor, and \_\_\_\_\_, as Agent for the Missouri State Department of Resources and Development, hereinafter referred to as Donee, Witnesseth:

That said Donor does hereby agree to deliver unto said Donee the following items of personal property of the Donor, hereinafter referred to as Exhibit:

(Schedule of items)

Said Donee agrees to accept said Exhibit and display the same in the Missouri State Museum, or in such other places as Donee may determine to be proper. Said Donee specifically reserves the privilege of lending such Exhibit, or any portion thereof, to such other public bodies as it may deem fit, and whose use of such Exhibit shall be in harmony with the purposes of the Missouri State Museum. The said Donee shall not be liable for the loss or destruction of said Exhibit, or any part thereof, during the time said Exhibit shall be in the custody of Donee, or any other public body, by virtue of any loan agreement with Donee. Said Donee agrees to deliver said Exhibit, or any part thereof, to Donor upon written demand therefor being made by Donor to Donee by registered mail addressed to Donee at Jefferson City, Missouri. Said delivery shall be made within sixty days after receipt of such demand; and to be made at the site of display of said Exhibit.

This agreement shall inure to the benefit of any governmental agency or agencies that may accede to the authority now exercised by the Donee herein with respect to the Missouri State Museum.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed, in duplicate, the day and year first herein written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use same form of acknowledgment as appended to Form No. 1)

We believe the following form of agreement to be proper for use in making loans of exhibits:

(Form No. 3)

ARTICLES OF LOAN

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Missouri State Department of Resources and Development, hereinafter referred to as Lender, and \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as Borrower, Witnesseth:

That said Lender does hereby lend unto said Borrower the following items, hereinafter referred to as Exhibit:

(Schedule of items)

Said Borrower agrees to accept said Exhibit and display the same in accordance with the rules and regulations of Lender, and to preserve and to protect the same. The said Borrower further agrees to return said Exhibit unto Lender upon demand therefor, said return to be made within thirty days after receipt of such demand, and to be made at the office of Lender in Jefferson City, Missouri.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, the day and year

Honorable Hugh Denny

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March 27, 1945

first herein written.

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(Use same form of acknowledgment as appended to Form No. 1)

We trust the above information and suggested forms may be of some assistance to your department. If in the future you have need for specific agreements to cover peculiar conditions attached to loans or gifts being made, we shall be pleased to further advise you in the premises.

Respectfully submitted

WILL F. BERRY, Jr.  
Assistant Attorney General

APPROVED:

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J. E. TAYLOR  
Attorney General

WFB:HR