

Transcript, contract for the sale of *Heart of the Andes*, June 6, 1859. New York State Office of Parks, Recreation and Historic Preservation. Olana State Historic Site. OL.2000.274

This agreement made and entered into on this sixth day of June one thousand eight hundred and fifty nine by and between Frederic E. Church of the City of New York of the first part and William T. Blodgett of the same place of the second part Witnesseth: that the said party of the first part in consideration of the covenants and conditions hereinafter expressed to be left done and performed by and on the part of the said party of the second part hereby agrees to sell to him said part of the second part the picture known as “The Heart of the Andes” for the price or sum of Ten Thousand dollars and to deliver the said picture to him said party of the second part on or before the expiration of two years from the date of this agreement in a good order and condition as the same was when shipped to England – and the said party of the second part hereby agrees to buy from the said party of the first part his said picture known as “The Heart of the Andes” and to pay to him therefore the said price or sum of Ten Thousand dollars in manner following that is to say the sum of Twenty five hundred dollars parcel thereof upon the due and proper execution of this agreement and the balance thereof being the sum of Seventy five hundred dollars upon the delivery to him of the said picture as aforesaid on or before the expiration of two years from the date of this agreement. It is however mutually understood and agreed by and between the parties hereto, and the foregoing agreement shall be taken and considered subject to this exception that in case he the said part of the first part can obtain for the said picture at any time before the expiration of two years from the date of this agreement the price or sum of Twenty Thousand dollars in good and lawful money of the United States from any person other than the party of the second part hereto, then and in that case he the said party of the first part shall and may be at liberty to sell the said picture to such other person for the said sum or price of Twenty Thousand dollars and for no less sum and in case the said part of the first part shall make such sale to any person other than to the said party of the second part hereto then and in that case he shall return to him said party of the second part the said sum of Twenty five hundred dollars paid to him upon the execution of this agreement with interest – and the said party of the first part hereby further agrees that in case the said picture shall in any manner become mutilated soiled or torn so that the said party of the first part cannot deliver the same to him said party of the second part in as good order and condition as the same was when it left this country for England or in case the said party of the first part shall for any reason whatever fail to deliver said picture to him said party of the second part on or before the expiration of two years from the date of this agreement as aforesaid and in good order as aforesaid then and in that case he the said party of the first part shall refund and pay back to him said party of the second part the sum of Twenty five hundred dollars so paid to him upon the execution of this agreement with interest from the date of such payment to him. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written

Frederic E. Church

William T. Blodgett

Signed sealed and delivered in presence of Robt A Hutchins