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**THE COURT:** I will allow that question, and it's been answered. The answer was, "No."

**BY MR. KLINE:**

**Q** Ms. Rimel, would you please turn to Petitioners' Exhibit Number 27, which I believe is in a book in front of you.

**A** Which page?

**Q** Turn to the bottom of Page 2.

**A** Okay.

**Q** Now, if you look at that bottom paragraph, it says, "The Foundation desires to continue to carry out the purposes set forth in the Certificate" --

**A** I'm sorry. The bottom of my Page 2 says, "Donor will, at the same time, convey" --

**MR. KLINE:** Off the record.

- - -

(Discussion off the record.)

- - -

**BY MR. KLINE:**

**Q** Now, if you look at the last paragraph on Page 2 of the agreement between Pew and Lenfest and the trustees, you will see that it starts with the sentence, "The Foundation desires to continue to

1  
2 carry out the purposes set forth in the Certificate  
3 of Incorporation," and so on and so forth, but if you  
4 go down to the middle of that paragraph, I want to  
5 read the following words to you.

6                   It says, "Furthermore, The  
7 Foundation's Bylaws severely limit The Foundation's  
8 flexibility in meeting its needs in numerous areas,  
9 such as the inability to move or loan its artwork,  
10 the inability to construct buildings at the Merion  
11 Facility, limiting the uses of the Merion facility,  
12 the limited number of days and hours it is open to  
13 the public, the number of trustees permitted to serve  
14 on the Board and limits on who can serve as a  
15 trustee, the limits on holding fundraising events at  
16 the Merion Facility, and low entrance charges to  
17 visitors to the gallery at the Merion Facility."

18                   Would it surprise you to learn  
19 that all of the things that are set forth in this  
20 agreement that the Pew and Lenfest representatives  
21 and the trustees of the Barnes Foundation show as  
22 alternatives or obstacles are specific prescriptions  
23 that are set forth in Doctor Barnes's 1922 Indenture  
24 of Trust?

25 A       I'm not familiar with the actual Indenture, as

1

2 you say, from the 1950's. It's my understanding that  
3 there has been many changes over the time and that  
4 Doctor Barnes allowed access to the gallery on many  
5 different days, at many different times, and that he  
6 didn't feel these limitations, in fact, would be  
7 placed in different ways on different days. That's  
8 my understanding, but, again, I'm not the expert.

9

Q So it's your understanding that these items that  
10 I just read to you were not prescriptions in the 1922  
11 Indenture of Trust of Albert Barnes?

12

A As I said, I'm not familiar with that Indenture.  
13 It's my understanding that these things exist today  
14 and, therefore, have limited the Barnes ability to  
15 carry out its full mission and mandate.

16

Q When you met with Doctor Watson and  
17 representatives of the Barnes Foundation, was there  
18 any consideration of the prescriptions that were set  
19 forth in the 1922 Indenture of Trust or the Bylaws of  
20 the Barnes Foundation?

21

A Doctor Watson was quite clear that carrying out  
22 the intentions of Doctor Barnes was first and  
23 foremost in the minds of the trustees.

24

I really resonate with this  
25 because I oversee a family trust as well, and half of

1  
2 my Board is made up of members of the founding  
3 family. I have a son of donors, and I am blessed to  
4 have grandchildren and other members of the family,  
5 and, if you'll allow me, we spend a lot of time in  
6 talking about donor intent, and I remember a very  
7 difficult discussion we were having about a new topic  
8 that the Foundation was to pursue.

9                   The eldest member of our Board,  
10 the son of one of the donors, said, "You know, 75  
11 percent of the things that we're dealing with today  
12 didn't even exist when the donors were alive. They  
13 put us to be the wise stewards. They gave us that  
14 responsibility about what they cared about and that  
15 we should do the best we can in exercising our  
16 stewardship responsibility," and I believe that's  
17 exactly what the Barnes's Board is trying to do, and  
18 I understand it because it's what I try to do every  
19 day on my own job as does my Board.

20 Q Now that you raise that issue, can I ask you  
21 whether, if there is a provision in the trust of the  
22 Pew Charitable Trusts, for example, that represents  
23 the donors' intent, you would adhere to the intent of  
24 that donor?

25                   MR. WELLINGTON: Objection, Your

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Honor.

**THE COURT:** I'm going to sustain the objection not because it's not on point, but I don't think, from what I've heard this witness testify, that it will be her call with respect to this matter. She's not the one that will be overseeing the adherence to the intent. She is from the organization that's supplying the funding.

**Q** But do you agree, Ms. Rimel, that respecting the intent of the donor is important in any charitable giving?

**A** I think the responsibility of the Board that's charged with the stewardship of the institution is to determine that and carry it out.

**Q** On Tuesday, Kimberly Camp, the Executive Director of the Barnes Foundation, said that the Barnes Foundation had done no feasibility study on the financial impact of moving the Barnes Foundation to the City of Philadelphia.

In connection with the Pew and Lenfest agreement, have the Pew Charitable Trusts done a feasibility study?

**A** I don't believe I would call it a feasibility study. We work with hundreds of organizations, both

1  
2 around the country and in the Delaware Valley, and as  
3 I was hopefully explaining in my testimony,  
4 understanding the potential size of a new facility  
5 that was contemplated, the extent of the educational  
6 programs as they are currently carried out, and  
7 perhaps expanded, and visitation, and in looking at  
8 like organizations, our estimate, based on our  
9 knowledge in working with a lot of organizations,  
10 would be an operating budget that might be in the  
11 range of eight to ten million dollars annually, but,  
12 again, no detailed feasibility analysis because  
13 Doctor Watson thought that doing anything like that  
14 would have been presumptuous until a determination is  
15 reached about the future course.

16 Q So you would agree then, Ms. Rimel, that the  
17 operation of three campuses in Chester County and in  
18 Merion and in Center City, Philadelphia, there's been  
19 no feasibility study as to whether there would be  
20 sufficient funds to cover the expenses of all of  
21 those campuses?

22 A I can't agree with your statement as stated. We  
23 currently know what the operations are costing in  
24 Merion. We have some sense of what it costs to  
25 operate facilities of a certain size, and the Board