

LAW OFFICES OF  
**LAWLER, FELIX & HALL**  
STANDARD OIL BUILDING  
LOS ANGELES

September 2, 1942

Mr. Amon G. Carter,  
Forth Worth Star-Telegram,  
Fort Worth, Texas.

Dear Mr. Carter:

Recently Mrs. Rogers received the enclosed letter from Mr. Hays with the attached report, accounting and modification of agreement with Theatre Circuits made by the Will Rogers Memorial Commission.

X  
Mrs. Rogers agrees that because the disbursements of the Commission - particularly the Cedars of Lebanon Hospital and Infantile Paralysis campaign contributions - were without her knowledge other than through newspaper announcements, it is not to be assumed that any expression is expected from her with reference thereto.

With reference to the \$25,000 proposed to be contributed to the Claremore Memorial: Some of the rooms - especially the one where the mementos are assembled - remain uncompleted. Mrs. Rogers feels that the completion should be accomplished.

X  
The mausoleum situation is not satisfactory. From photographs shown me, it does not correspond with the plans and prospectus exhibited in advance of its construction. Apparently the architect, Mr. Forsythe, suffered some serious misfortunes which prevented personal attention during the construction, and the work was left entirely to the contractor, a stone mason. The result is perhaps what was to be expected - a rather cold, unexpressive and decidedly unattractive ensemble. This, it is believed, can be remedied with proper expert aid. Mrs. Rogers has some ideas as to the best method of accomplishing the reformation.

She thinks, and I agree with her, that it would be a mistake for the Memorial Commission to make a contribution to the Oklahoma Commission without reservations which will insure avoidance of the mistakes heretofore made.

Mr. Amon G. Carter

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9-2-42

The contributions heretofore made by the Memorial Commission are water over the wheel. Whether we like them or not is presently of no consequence. I have, as you know, always been most sympathetic with the endowments at the Universities of Texas, Oklahoma and California. These are lasting and will be the means of accomplishing current and permanent good. Mrs. Rogers is gratified at the plan to augment these endowments to \$150,000 each. She was not consulted in advance, and of course we do not know whether you were.

If you have any suggestions we would all be most grateful therefor. With best wishes, I remain

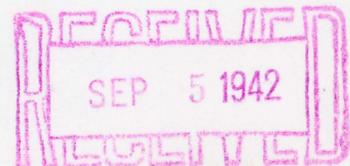
Sincerely yours,

*Amos Carter*

OL:W

P.S. - Lest you may not have received copy thereof, I am enclosing the Hays' letter and accompanying report and account.

*or*



MOTION PICTURE PRODUCERS AND DISTRIBUTORS OF AMERICA, INC.

28 West 44th Street

New York City

Will H. Hays  
President

Carl E. Milliken  
Secretary

Hollywood, California,  
August 6, 1942

Dear Betty:

Herewith file self-explanatory.

This suggested draft expresses the best thought of Colonel Hartfield, Mr. Jones and Mr. Young. Personally I concur with their conclusion, and am suggesting to the Circuits that they approve it. It is now in the hands of the Circuits for their consideration and suggestions.

After you have read it and at some early date, telephone me and we will talk about it or I will come out to see you.

With warmest personal regards and best wishes to you always, I am

Sincerely yours,

Will H. Hays

WHITE & CASE  
14 Wall Street

JMH-MRH

New York July 27, 1942

Will Rogers Commission.

General Will H. Hays,  
28 West 44th Street,  
New York City.

Dear General Hays:

Here are two copies of the last revise of the Will Rogers Memorial Commission agreement. The only change is in the first two paragraphs, which have been written by Mr. Jones. There is no change in substance. The only missing exhibit is the schedule of the Government securities. I should think you were now in a position to take this up with the circuits. I have sent a copy to Mr. Young. Will you let me know when the Circuits have approved it, so that I can submit it to the other members of the Executive Committee?

Yours sincerely,

(sgd) Joseph M. Hartfield

(Enc.)

WILL ROGERS COMMISSION  
REPORT, ACCOUNTING AND MODIFICATION OF AGREEMENT WITH  
THEATRE CIRCUITS.

Will Rogers, cowboy, philosopher, humorist, writer, lecturer, actor, both stage and screen, great humanitarian, known alike to presidents, kings, potentates, the man in the streets - loved by all, and particularly by children and young people - lost his life in an airplane accident in Alaska.

1935, on a trip around the world with his friend, Wiley Post, the aviator.

People in all walks of life mourned his untimely passing and there was a spontaneous demand for the establishment of a memorial or memorials to perpetuate his life and character. On or about November 16, 1935 a few of his friends met in New York City and created the Will Rogers Memorial Commission, which undertook to accept contributions for the establishment of such memorial.

There was wide-spread approval of the purpose of the Committee to in some suitable way memorialize the fine life that had been led by Will Rogers, and the splendid example of such life, particularly to the younger people of the country. Will Rogers was always interested in helping children and young people handicapped by physical impairment or by environment and lack of opportunity.

Thereafter the Commission received contributions from citizens throughout the country, emphasis being placed upon the number of persons desiring to contribute rather than the amount of the individual contributions, and the net amount of such contributions so received by the Commission was \$226,126.69 from approximately 575,000 contributors.

Thereafter, on or about the 22nd of May, 1936, the Commission entered into separate agreements with each of the five motion picture companies hereinafter referred to collectively as the "Theatre Circuits", under which it was provided that there should be conducted once in each year for a period of five years in motion picture theatres throughout the country, a nation-wide appeal for funds on behalf of the Commission, or at the option of the companies comprising said circuits a direct contribution could be made by the companies to the Commission in lieu of such annual appeals in the theatres.

The agreements provided in effect that a certain portion of the funds so collected each year in the theatres or contributed by the companies should be used in paying the operating expenses and the maintenance of a hospital known as the Saranac Hospital in the Town of North Elba, Essex County, State of New York, and that a certain further portion of the fund so received by the Commission was to be used as an endowment fund for the maintenance and support of the hospital in future years and that the hospital's name was to be changed to the "Will Rogers Memorial Hospital," and the agreement further provided that a still further

portion of the fund was to be used for the general charitable purposes of the Commission in providing suitable memorials to the memory of Will Rogers as the Commission in its discretion might determine. The Commission with the approval of the Circuits caused to be formed under the laws of the State of New York a membership corporation known as the "Will Rogers Memorial Fund" to operate the hospital at Saranac and also to operate the hospital beds and to supervise the cemetery lots hereinafter referred to during such period as the contracts between the Commission and the Theatre Circuits were in effect and said hospital has been and is now being operated by said Will Rogers Memorial Fund.

1. There has been received by the Commission as a result of the annual appeals made in the theatres and from other miscellaneous sources, other than the direct public appeal made shortly after the Commission was created, the sum of \$1,859,858.28, to June 1, 1942. Of this amount \$389,768.10 represents the amount which under the terms of the agreements the Commission could expend for such charitable purposes as in its discretion it might determine. \$774,635.52 has been expended for the operation and maintenance of the hospital and certain other hospital wards and beds and cemetery lots, and a budget has been approved for the expenditure of an additional \$138,000 in such operation and maintenance of the hospital, hospital wards and beds to December 31, 1942.

2. The amount of money and securities now held by the Commission as of June 1, 1942, is:

Cash in banks,	\$771,712.78*
United States securities purchased by the Commission, shown on the schedule annexed hereto, marked "A", par value	<u>79,950.00</u>
Total,	\$851,662.78

The Commission from time to time has used the portion of the fund available for use by it among other purposes in its discretion in the establishment of Will Rogers scholarships in the State Universities of California, Texas and Oklahoma, all of which were the states of Will Rogers' birth and residence. By appropriate action, the Commission determined in 1940, after making use of a portion of said funds for other purposes, to use any additional funds that might come to them available for discretionary expenditure, in increasing the funds allotted for such scholarships in said universities, and has determined to make a further payment of \$25,000 to the Will Rogers Memorial at Ardmore, Oklahoma.

3. The Commission has expended from the amounts received by it from the public appeal, and from the share of the amounts collected in the theatres available in its discretion for use by the Commission, the following sums:

Will Rogers Memorial Commission - Ardmore, Oklahoma	\$23,379.33
Murrow Orphan Home - Oklahoma	25,000.00
University of California - Will Rogers Scholarships	125,000.00
University of Texas - " " "	60,000.00
University of Oklahoma " " "	76,620.67
Handicapped Children (National Association Infantile Paralysis) -	100,000.00
Cedars of Lebanon Hospital (Will Rogers Ward and Beds)	<u>86,000.00</u>
Total	\$496,000.00

\*Subject to payment of its clerical expenses to date of closing.

Add to second paragraph, page 5:

Of the additional amount made available to the University of Texas, \$75,000 is to be paid for Will Rogers Scholarships at the Agricultural and Mechanical College of Texas, Forth Worth, Texas.

4. Under the agreement with the Theatre Circuits the Will Rogers Memorial Fund acquired certain rights to use for charitable purposes certain cemetery lots in Kensico Cemetery, situated in the Town of Mt. Vernon, Westchester County, New York, and the right to use for similar purposes beds in two separate wards, one for men and one for women, at the French Hospital, 324 West 30th Street, New York City, and the Commission, by reason of the contribution made to the Cedars of Lebanon Hospital in the City of Los Angeles, California, acquired the right to have certain wards and beds therein named the "Will Rogers Wards and Beds."

The Commission is desirous of increasing the amount of the endowment fund in each of the three universities to \$150,000.

5. The appeals in the motion picture theatres throughout the nation were conducted for five years, and thereafter discussions were had between the Circuits and the Commission for the continuation for a further period of annual appeals or devising other methods for obtaining funds to be used by the Commission in increasing said scholarship funds.

During such discussions war conditions developed and are now prevailing, which makes it inadvisable for the theatres comprising the Circuits, or for some of them to continue at this time and for an indefinite time in the future the annual appeals in accordance with the tentative discussions between the Commission and the Circuits.

Because of these conditions, the parties have agreed that the agreements dated the 22nd day of May, 1936, between the Commission and the several companies comprising the Circuits should be modified, and after so modified, terminated, and an accounting had between the parties for their respective obligations under the said several agreements, and all other understanding and arrangements between the parties, and that full and final releases should be given by each of the parties to the other, and that such arrangement would be for the best interest of the parties hereto and those for whom they are acting.

NOW, THEREFORE, THIS AGREEMENT made as of the 1st day of June, 1942, between the Will Rogers Memorial Commission, a membership corporation (hereinafter called the "Commission"), and Warner Brothers Pictures, Inc., National Theatres Corporation, Loew's Incorporated, Paramount Pictures, Inc., and RKO Service Corporation (hereinafter called the "Theatre Circuits").

For and in consideration of the recitals herein above contained and the sum of one dollar (\$1.00), paid by each of the parties to the other, it is mutually agreed:

1. That the provisions of the agreement of May 22, 1936 shall be modified to the extent that the Circuits agree that there may be retained by the Commission out of the sum of \$771,712.78 (exclusive of securities) now remaining in its hands, the sum of \$101,987.06 to be used for the purposes hereinafter set forth. And it is further agreed that upon payment and trans-

fer by the Commission of the said sum of \$669,725.72 and the transfer of said United States government securities to a charitable corporation designated by the Circuits to which the said corporation may be authorized to pay said sum and securities, which shall be fully entitled, under the laws of the State of New York, to receive as a charitable corporation said sum and securities, and said hospital ward and beds, cemetery lots and other property, that the Circuits will each on its own behalf, and on behalf of the theatres comprising the Circuits, approve, and do hereby approve in all respects the accounting of the Commission, as herein set forth, and agrees that the new charitable corporation which the Circuits will cause to be organized will release, discharge, indemnify and protect the said Commission and the said Will Rogers Memorial Fund from any and all obligations and liabilities of every kind that it or either of them may have assumed in connection with said monies, securities and properties, and will release and indemnify the said Commission and the said Will Rogers Memorial Fund from any and all liabilities and obligations in connection with the said operation of said hospital or the said hospital beds or cemetery lots. The Circuits agree that the new charitable corporation shall be legally organized under the laws of the State of New York, or such other state as may be approved by the Commission, and the said Circuits agree that they will supervise the selection of the directors of said new charitable corporation and the officers thereof, and will use their best efforts to see that

the members of the said board of directors and officers of said charitable corporation are representative of the industry, and will be qualified by character and experience to conduct the affairs of said charitable corporation, and the said Theatre Circuits represent to said Commission that the said new corporation is in every way qualified and authorized to take over the balance of the monies now held by the Commission and for the maintenance and operation of said hospital and hospital beds and cemetery lots, and to properly administer said fund and properties.

2. In the event that the Circuits shall determine to use the existing Will Rogers Memorial Fund as the charitable corporation to which said funds are to be transferred (which the Commission specifically agrees that the Circuits may do), it is understood that the name of said membership corporation will be thereafter changed by appropriate order, approved by the Supreme Court of the State of New York, and that the transfer of such funds from the Commission to the Will Rogers Memorial Fund will likewise be so approved. In the event that the Circuits determine to continue the present Will Rogers Memorial Fund as a charitable corporation to receive and administer said funds, they agree that in the first instance they will select the new board of directors and officers of said Will Rogers Memorial Fund to succeed the present directors and officers, and will endeavor to have them representative of the industry, and qualified in every way to receive and administer said charitable fund.

3. The Commission agrees to release and discharge the Theatre Circuits from all liabilities and obligations of every kind and character arising under the said agreement of May 22, 1936, or from any commitment to make further appeals in the theatres or otherwise, and agrees with the Circuits to cause contemporaneously with the signing of this agreement the Will Rogers Memorial Fund (in the event that the Theatre Circuits determine to organize a new charitable corporation and not to continue the Will Rogers Memorial Fund under some other name) to transfer and convey, by proper deed, when authorized by order of the Supreme Court of the State of New York, the hospital at Saranac, formerly known as the N. V. A. Lodge, located in the Town of North Elba, Essex County, State of New York, and at the same time the Commission will cause to be transferred to such charitable corporation, when such approval has been obtained, such rights as it may have acquired in and to two separate wards, one for men and one for women, at French Hospital, New York City, the cemetery lots in Kensico Cemetery, and the hospital wards and beds in the Cedars of Lebanon Hospital in the City of Los Angeles, California. It is expressly understood and agreed that the name of Will Rogers shall not be used in connection with said hospital at Saranac without first obtaining the approval of Mrs. Will Rogers, and that in the absence of such approval the Circuits agree that they will, within sixty days from the date of this agreement, change the name of the hospital so as to omit the name of "Will Rogers" therefrom.

Add to paragraph 4 (b), page 10:

, of which \$75,000 will be transferred to the Agricultural and Mechanical College of Texas, Fort Worth, Texas, for Will Rogers Scholarships in that institution, under agreements similar to those made with the three universities.

The Commission and Mrs. Rogers have consented to the continuation of the use of the name "Will Rogers" in connection with the ward and beds in the Cedars of Lebanon Hospital.

4. It is agreed that the payments hereinabove recited to have been made by the Commission, aggregating \$496,000 were made by the Commission in the exercise of sound discretion, and it is agreed that the Commission had remaining in its hands as of June 1, 1942, and being monies which could be expended by it in its discretion for charitable purposes under the terms of the agreement with the Circuits, the sum of \$111,692.61. From this amount there is to be paid by the Commission to the Will Rogers Memorial at Ardmore, Oklahoma, the sum of \$25,000 for additional furnishings and equipment, to be expended under the supervision and direction of Mrs. Will Rogers. The amount remaining will then be \$86,692.61. To this amount there is to be added the sum of \$101,987.06 to be retained by the Commission under the agreement as herein modified, and the Commission agrees that it will expend the monies then remaining in its hands as follows:

(a) An additional \$73,379.67 to the University of Oklahoma;

(b) An additional sum of \$90,000 to the University of Texas;

(c) An additional sum of \$25,000 to the University of California,

so that the total amount paid to each of said three universities,

for the establishment of Will Rogers scholarships, will be \$150,000 each, or a grand total of \$450,000.

5. A statement of the expenses of the Commission for each of the years since its creation is annexed hereto as Schedule "B".

6. It is agreed that the amounts that will be transferred by the Commission to the charitable corporation designated by the Circuits, or to the Will Rogers Memorial Fund, if that is the Corporation selected by the Circuits, may be reduced by a very small amount representing the necessary clerical operating expenses of the Commission between the date of the execution of this agreement and the transfer of said funds and properties.

7. This agreement has been submitted to and has been approved by Mrs. Will Rogers before its execution.

8. The parties agree to execute, upon the closing of the transactions herein contemplated, such other and further instruments of conveyance and transfer, and releases, and to obtain such court orders as may be necessary to carry out the intention and spirit of this agreement.

9. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respective officers this the date first above written.

SCHEDULE B

EXPENSES THE WILL ROGERS MEMORIAL COMMISSION

	<u>1937</u>	<u>1938</u>	<u>1939</u>	<u>1940</u>	<u>1941</u>	<u>1942</u>
Salaries	\$1,963.76	\$2,080.00	\$2,057.00	\$2,015.00	\$2,080.00	\$ 880.00
Expenses Secy's Office	2,450.00	2,800.00	2,650.00	2,600.00	910.00	--
Tel. & Tel.	383.92	500.37	509.47	375.38	393.38	119.03
Stationery & Printing	44.38	43.35	119.76	54.72	21.35	7.27
Audits & Legal						
Disbursements	327.57	297.28	559.97	455.00	440.00	175.00
Miscellaneous	740.52	395.59	625.42	506.42	459.07	87.41
Supplies & Equipment	267.71	28.56	\$6,521.62	\$6,006.52	\$4,303.80	\$1,268.71
	<u>\$6,177.86</u>	<u>\$6,145.15</u>				

RECAPITULATION

May 15 to December 31, 1936	\$3,728.77
The Year 1937	6,177.86
The Year 1938	6,145.15
The Year 1939	6,521.62
The Year 1940	6,006.52
The Year 1941	4,303.80
Jan. 1st to June 1, 1942	1,268.71
	<u>\$34,152.42</u>