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NEW YORK WORLD'S FAIR 1964-1965 CORPORATION  
INTERNATIONAL EXPOSITION AT FLUSHING MEADOW PARK  
WORLD'S FAIR, N. Y. 11380 • AREA CODE 212-WF 4-1965 • CABLE WORLDSFAIR

May 31, 1966

State of Illinois  
Board of Economic Development  
160 North La Salle Street  
Chicago 1, Illinois

RECEIVED JUN 1 1966

Gentlemen:

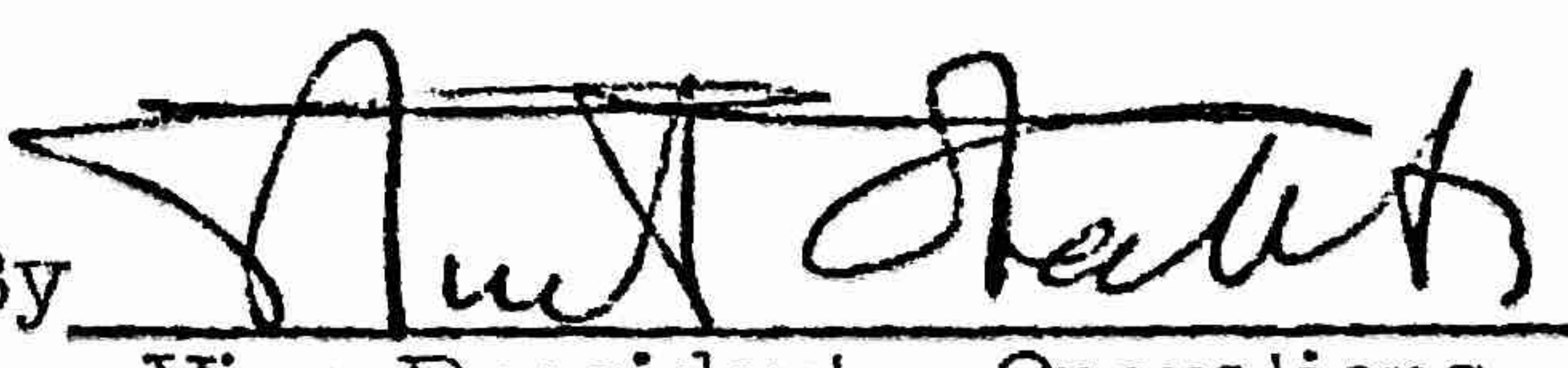
Reference is made to the Agreement of Participation executed September 12, 1962 relating to the Illinois Pavilion at the New York World's Fair.

You have failed to perform your obligations under Article 4 of said Agreement relating to removal of property, buildings, structures and foundations, filling of excavations and restoration of the land.

Please be advised that, pursuant to said Agreement and to the Rules and Regulations of the Fair Corporation, the Fair Corporation is reluctantly compelled to proceed with such removal, filling and restoration for your account.

Very truly yours,

NEW YORK WORLD'S FAIR  
1964-1965 CORPORATION

By   
Vice President - Operations

cc: Mr. James A. Cassin  
Executive Director  
Import and Export Division  
Dept. of Business and Economic Development  
State of Illinois  
160 North La Salle Street - Room 1722  
Chicago, Illinois 60601

6/2/63  
C. G. Newman  
1963

EXHIBIT TO THE FILE

FROM: Ralph G. Newman and James A. Cassin

SUBJECT: Minutes of meeting with World's Fair Corporation Officials August 6, 1963

At the first official meeting between representatives (R. G. Newman and J. A. Cassin) of the Illinois Commission-New York World's Fair and representatives (Gen. Potter and Miss Pender) of the New York World's Fair Corporation, the following points were discussed and verbal commitments made.

1. Exemption of Building and Restoration of Site - Gen. Potter gave his ~~commitment~~, speaking for the World's Fair Corporation, that Illinois would ~~be required to develop the building or restore its site to a park appearance~~ ~~as required in the Exhibitor's Agreement.~~ The exact statement was "Forget it."

It should be noted that no exhibitor has been given written exemption from the demolition and restoration rule although several, including West Virginia and Equitable Life, to the knowledge of the Illinois Commission, have been given the same verbal assurance that they would not be required to comply. The only person authorized to accept permanent structures on the Fairgrounds will be Park Commissioner of Pishong Meadows Park. For that reason, Potter could not add this exemption as a clause to Illinois' Exhibitor's Agreement, since the Fair Corporation does not have the legal authority to grant permission.

2. Fees to World's Fair Corporation - Miss Gen. Potter ~~agreed to pay a \$5,000~~ ~~amount for to cover the drawing approval and various utility connections.~~ He stated that invoices for the full amount of the fees would be sent to the Illinois Commission, but that they would expect to receive a total of \$5,000 regardless of the total of the invoices. Because of State accounting procedure, Potter agreed that one of the invoices would amount to \$5,000 and that a receipt would be the one to be processed by the Commission.

In further discussion concerning the fees to the World's Fair Corporation, Potter expressed the hope that Illinois would pay all of the fees if "additional funds" were provided for the Illinois project. The definition of additional funds was never clarified so that the Illinois Commission's interpretation is that the total fees would be paid only if there should be a surplus after two year's of operation.

3. Exclusive Right to Lincoln Theme - Both Gen. Potter and Mike Pender explained the guarantee that Illinois would have the exclusive rights to use Lincoln as the principal theme of its exhibit. At the time of the meeting the matter of the Disney production had not yet been resolved, and Pender suggested that we add an exclusion clause for the Disney-Lincoln figure to our contract if Illinois did not use the production.

4. Indication of Support from New York in a Chicago or Illinois World's Fair - Both agreed to obtain a letter or some other communication from the State of New York, ideally Governor Rockefeller, indicating their willingness to support and participate in a World's Fair project in Chicago in the future. This endorsement was promised after it was explained that certain groups in Illinois, and particularly Chicago, felt that the New York area was not properly backing projects in Illinois.

Of the points discussed, only the Lincoln exclusive could be put into written form. The New York Fair representatives would not agree in writing to the waivers on demolition and fees. It should be noted that the World's Fair Corporation did not request that a new Exhibitor's Agreement be prepared and signed, although they are aware that the original agreement with the clauses referring to legislative action and signed by Victor de Groot, former Executive Director of the Board of Economic Development, has no legal strength. As of this writing Illinois is participating in the New York World's Fair without a formal agreement and is proceeding on basis of certain concessions from the World's Fair, which are also unsupported by any formal agreement.

160 N. LaSalle Street  
Room 1722  
Chicago, Illinois 60601

June 14, 1966

Mr. James Diamond  
Revenue Control Officer  
New York World's Fair Corporation  
Flushing Meadow, New York

Dear Mr. Diamond:

The enclosed check in the amount of \$35,688.64 represents the final settlement and payment in full for any and all monies due and owing the New York World's Fair Corporation by the Illinois Commission-New York World's Fair.

For the last time--this Commission ceases to exist as a creature of the State of Illinois on June 30, 1966--we will review the various agreements which resulted in this settlement.

1. The Illinois Commission and the New York World's Fair Corporation agreed, prior to our ultimate decision to participate in the Fair, that the State of Illinois would not be liable for the demolition of its Pavilion. The second part of this 1963 agreement, worked out directly with General Potter and myself, was that Illinois would have a \$5,000 ceiling on its World's Fair connection charges.
2. In a tripartite agreement among Disney's WED Enterprises, the Illinois Commission, and the Fair Corporation, we agreed to divide the concession revenue with the Fair Corporation as an effort to repay a grant to make possible the Disney "Great Moments With Mr. Lincoln" show at the Illinois Pavilion.
3. A deficiency, emergency appropriation by the Illinois Legislature in January of 1965 provided funds for operation only for Illinois' second season at the New York Fair. The Legislature specifically withheld funds for demolition. It should be noted that the only bills for connection charges received to that date were \$2,219, and funds were made available to pay up to the \$5,000 ceiling.