

16 April 1965

Dear Joe:

Jim Cassin has mentioned his recent conversation with you with reference to the demolition of the Illinois building and restoration of the site. If Jim reported the conversation correctly, and I have no reason that he did, frankly, I am shocked. This matter was specifically discussed with you and Mike Pender on August 8, 1963, and on several occasions thereafter. At this moment I am looking at the memo which we drew up immediately on our return to Chicago, dated 9/11/63, which reads:

"1. Demolition of Building and Restoration of Site - Gen. Potter gave his verbal agreement, speaking for the World's Fair Corporation, that Illinois would not be required to demolish its 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 Flushing Meadows Park. For that reason Potter would 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."

A copy of this memo was sent to you at the time. The budget which the State Legislature approved does not call for this item. Every

Item of this expenditure must be approved by the Legislature and the Attorney General, with whom we had already discussed this matter. There is no possible way that our Commission could obtain funds for this purpose and I tell you frankly, had we asked for this amount as part of our appropriation, the entire appropriation would have been killed. The conditions under which we agreed to participate in the World's Fair last year were well known to the members of our Commission, many of whom, as you know, are in the Legislature. Before the Legislature meets again, our Commission will have been long out of existence.

I am most grateful to you, Mike Pender, Bob Moses, and all of your associates for many of the courtesies and cooperation we received last year and hope to receive this year. We intend to do all we can to make the Illinois Pavilion a successful part of what we hope will be a tremendously successful second year of the Fair. But we cannot let this matter "drift by." It must be definitely understood that Illinois will not pay any demolition cost and you know, and I know that this has been understood for more than eighteen months.

I might add, by the way, that we are participating in the New York World's Fair without a formal agreement, since the original agreement, signed by Victor de Grazia, at the time Executive Director of the Board of Economic Development, has no legal status, since it was signed before the Legislature had taken action. After the Legislature acted, he was no longer in his position with the Board of Economic Development.

I will be in New York on the twentieth and no doubt you, Mike Pender, Jim Cassin, and I will be able to discuss this matter further and refresh your mind on the New York World's Fair Corporation's informal agreement.

Sincerely yours,

Ralph G. Newman

Chairman

Illinois Corporation, New York World's Fair

General W. E. Potter
New York World's Fair Corporation
Flushing, Long Island, New York



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 4, 1965

Mr. Ralph G. Newman, Chairman
Illinois Commission, New York
World's Fair, 1964-1965
18 East Chestnut Street
Chicago, Illinois 60611

Dear Ralph:

I have reviewed your letter of April 16th thoroughly with Mr. Pender.

The record clearly demonstrates that Illinois and the Fair Corporation have relied solely on formal legal documents to define and control their relationship, including the original agreement and the later tripartite agreement with Disney.

No "verbal agreement" that Illinois would not be required to demolish its building or restore its site was ever made. We have no record of receiving, and I can assure you I never saw, the September 11, 1963 memo which you say you drew up.

You say that your memo states that several exhibitors, including West Virginia and Equitable Life, have been given "the same verbal assurance" that they would not be required to comply with the demolition and restoration requirement. There has been no such assurance.

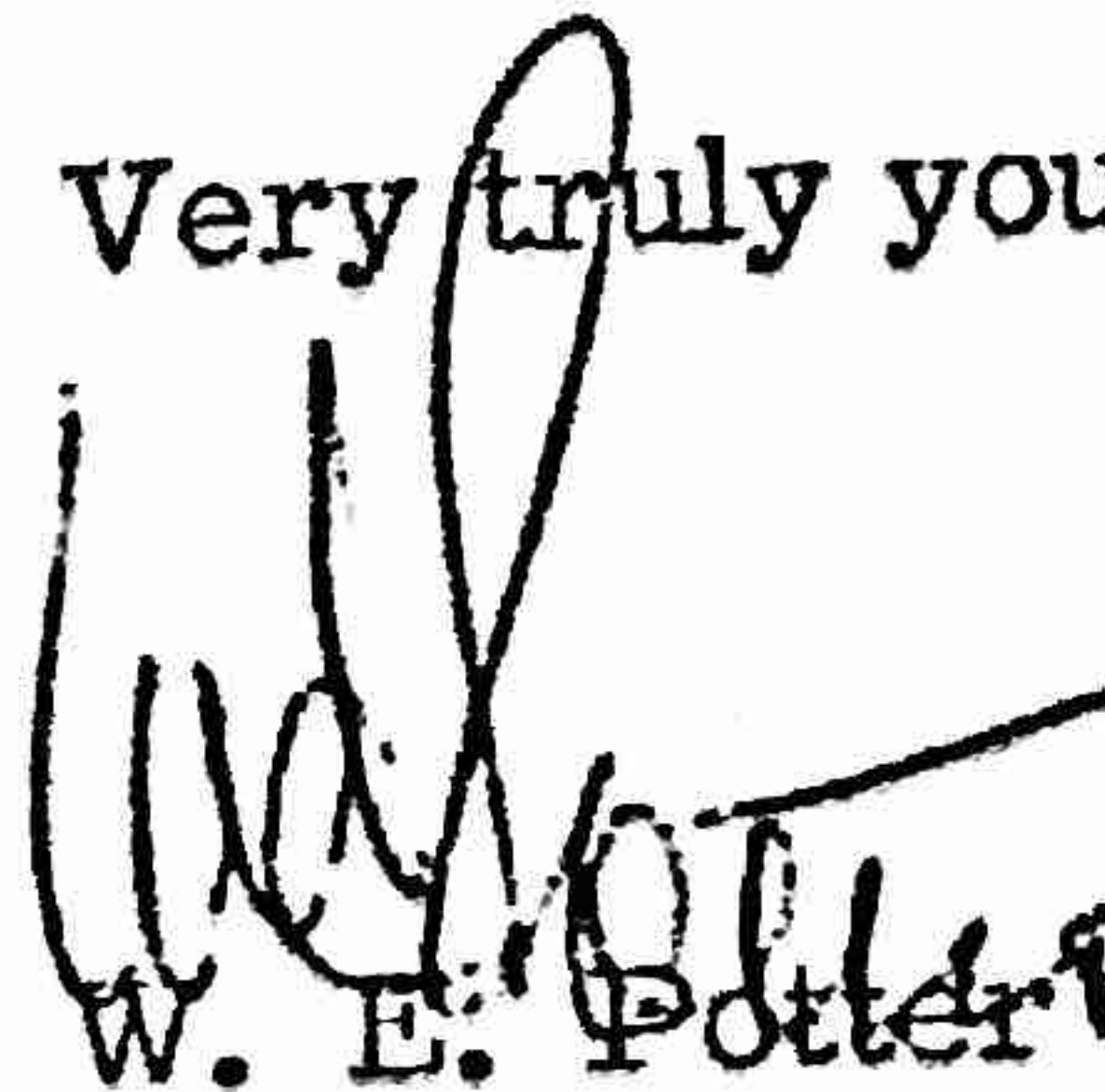
Nor is it true that I have "understood" for more than 18 months that Illinois would not pay any demolition cost. As a matter of fact, it was my understanding that the budget you proposed did in its original form contain an item for demolition.

In short, there has never been any "understanding" on the part of the Fair Corporation with respect to demolition and restoration with Illinois, West Virginia and Equitable Life other than as set forth in the relevant agreements and in the rules and regulations of the Fair Corporation. We are not in the habit of entering into off-the-record "understandings" in conflict with our official agreements.

Our agreement with Illinois clearly requires demolition and restoration by the state. We consider the agreement fully binding.

I will expect a prompt reply from you after you have conferred with the Governor and the other appropriate state officials.

Very truly yours,



W. E. Potter

Executive Vice-President

cc RGN 5/14
Dick & Angie "