

PSF Hyde Park - Val-Kill Cottage - Cook, Dickerman Folder

Subject File

154

Box

~~154~~

~~154~~

THE WHITE HOUSE
WASHINGTON

Handwritten notes:
12
6
1937

From YPK

➤ Letter to Nancy Cook about 1936 taxes and contributing check for 1935 taxes toward the success of the cottage.

SEE--Personal Financial-Drawer 1--1937

FRANKLIN D. ROOSEVELT
FRANKLIN DICKERMAN
FRANK COOK

PSF
Cook

Box 2 - 1937

VAL-KILL COTTAGE

HYDE PARK
DUTCHESS COUNTY
NEW YORK

Telephone:
POUGHKEEPSIE 428

August 6, 1937

Franklin dear;

Marion and I are taking over the running of the Cottage. Eleanor is doing the old shop building, new garage stable etc.

Eleanor and I have talked over the tax question and it has been decided that Marion and I pay you \$ 90.00 a year for the taxes on the Cottage.

Then Eleanor will pay you \$ 175.00...plus the taxes for the improvements and also on the new garage and stable.

I am enclosing \$ 90.00 for Marion and my share of the taxes for 1937...then I will be up to date on the tax question.

Eleanor will give you the rest of the assessment whenever you let her know how much it is.

Life is more complicated since we gave up the Val-Kill Communistic State...Since 1932 we have been turning to the right...what do you think of that?

Bless you

aff

Nancy Cook

id:
\$ 90.00
Nancy and Marion for 1937

PSF

Hyde Park
Val Kill Cottage
Kramer 1

Hyde Park, N.Y.
November 9, 1938.

Box 154

Dear Nan and Marion:

In all your conversations as reported to me by Franklin and Harry and in your wire of last night, you seem to feel that when I relinquish to you my interest in the school fund in consideration of what additional money you have in the buildings which I am willing to take over at the Val-Kill cottage, you are in some way jeopardizing this fund which you consider a trust.

Let us go back and consider this fund. In the first few years of our association in the school you paid a certain amount each year out of the profits to yourself, to Nan and to me, keeping only a part of it in a fund either for building or for emergency use. Later with the idea of eventually having a building, you placed all of the profits each year in this fund but reported to Nan and to me our share of this fund in order that we might pay an income tax thereon, which we did. This implies a joint interest in that fund.

If I were to die my executors would be obliged to get my share of that fund for my estate. Therefore, in refusing to clear this situation up you are jeopardizing that fund in a very real sense.

When the possible building of a new school came up and the raising of a fund, you asked me if I were willing to put my share of this fund into a new building, but I understood that at Dr. Baruch's insistence, this fund was removed from a possible school

Dear Nan and Marion - page #2

fund and turned over definitely to our joint personal interest. You told me that you wished to keep this fund intact with the thought that if obtaining a school building depended on that amount for a balance, you could use the whole amount. I agreed without any question to your desire. That did not however nullify my interest in the fund. All I am proposing now is to make entirely certain that even in case of my death, this fund will belong to you without any strings tied to it.

Had you claimed that this was not a fair way of compensating Nancy for her interest in the shop building, I could easily have understood your point, and I would be willing to meet that point with an agreement of payment to her over a period of years. If it is purely a matter of separating the two agreements I am willing to sign the agreement on Val-Kill with that clause stricken out which arranges for compensation through the school fund. I have however, as great a desire to feel that during my life I am living in a building which I own as you have to feel that this fund which you have earned shall be used for a purpose which you decide on. Therefore, I will only live in the shop building if there is a tangible settlement of cash values involved according to Nancy's accounts.

I have made this perfectly clear to both of you over a long period and last summer I had a talk with Nan. She may not have told you that at that time I told her that for a long period of time I had become conscious of the fact that we three viewed certain things in very different ways. She told me, for instance, that while we were working in the committee, in the school, and in the industries together, you had both always felt

Dear Nan and Marion - page #3

that whatever was done was done for the sole purpose of building me up. My whole conception was entirely different. I went into the industries, because I felt that Nan was fulfilling something which she had long wanted to do. I would never have done it alone. I had neither the knowledge nor the background nor the interest.

I went into the school because I had an interest in education and in young people and being fond of you I was anxious to help you in what you wanted to do. It gave me an opportunity for regular work which I was anxious to have. I went into the political work because Louis was anxious to have me do something to keep up Franklin's interest in a field which he eventually hoped Franklin would return to. I had no personal ambitions of any kind and I have none today.

Nan told me that all my friends sensed a great difference in me and many of them felt a change in attitude just as you and she felt it. That is probably true and I am free to say that I have also felt a change.

I am now willing to meet your objection on the point of not including in our agreement the school fund, but in order to insure your control of this fund, I am enclosing my letter of resignation from all the interests of the school, but however, this does not meet my equally firm decision that I do not care to live in the shop building unless I pay you and Nancy for the money you have involved there, therefore, I make the proposition of a

Dear Nan and Marion - page #6

payment of a thousand dollars a year over the next ten years to be paid jointly to you and Nancy or separately if you desire.

I am not going to do anything in the way of putting in a furnace this winter. I am therefore seeing Mr. Fimbel to arrange to turn off the water, and in the spring I can decide what to do. I will try to see that it is arranged with the least possible inconvenience to you. I think it will be better if we do not give a Christmas party together this year. I will send my gifts from Washington and Bill and Frances and Joan and Clifford may use my basement for a dance if it is not too cold and they wish to do so.

It is of course, understood that in taking over the upkeep of the weaving cottage, Nelly will have the right to rent the rooms as she has before and each of us will have the right to rent them from her as we have in the past. It is also understood if we come to an agreement on the hop building and I reopen it, that Molly shall keep her room while she is in this country just as she always has, but that when she is away that room is mine. This does not, however, mean that any time you and Nancy wish to use the two rooms on that floor, you can not tell me and have them if I have no one there.

As there will be no heat in the cellar I think it would be well to let Otto take whatever wood he wishes and Arnold take whatever wood he wishes, and Nancy could then sell the rest. This would clear the cellar which I think is advisable under any circumstances.

Affectionately,

Miss Marion Dickerman
Miss Nancy Cook
66 East 80th Street
New York, N.Y.

ER

Hyde Park, N.Y.
November 9, 1938.

My dear Marlon:

As I wrote you in a former letter, I am desirous of withdrawing from my interests in the school for various reasons which we need not go into.

I do not of course ask that you take my name off this year as I realize that that might cause some embarrassment, and I will of course, have the senior class for a visit in the spring if you care to bring them.

In resigning it is understood that my share of the fund which we have held jointly in the name of Marion Dickerman, Nancy Cook and Eleanor Roosevelt, and on which we each paid our share of income tax, shall revert unconditionally to you and to Nancy.

We have had a pleasant association in the school in the past and I wish you every success in the future.

Affectionately,

Miss Marion Dickerman
66 East 80th Street
New York, N.Y.

ER

November 14th, 1938.

My dear Eleanor:

I have your letter of November ninth in which you tell me of your desire to resign from your interest in the school.

This decision has brought me only the truest sorrow for your part in our work and life here has been stimulating and inspiring to us all. I have valued your help and I feel handicapped at the thought of going on without it and you.

Since you leave me no alternative, however, in accepting your resignation I also accept in my own name and that of Nancy Cook your share of the funds held jointly by the three of us.

Thank you for your good wishes.

Affectionately,

November 14th, 1938.

Dear Eleanor:

The point which I have tried to make clear both in my conversation with Franklin and in my conferences with Harry has been that there was no connection whatsoever between our interests at Hyde Park and our interests in the Todhunter School. The fact that you, Nan, and I were involved in both did not make them identical.

The school is now incorporated under state law and matters concerning it are public records. Your letter resigning, and my letter accepting your resignation become a part of the permanent record. I wanted this record clear and unencumbered by irrelevant matter.

I regret that the work of eleven years has not seemed to you a matter of sufficient importance to warrant even a single conference, but since this is the case I can only accept your decision as indicative of your real wish in the matter.

Inasmuch as the transfer of your financial interest to Nan and to myself is simply an allocation of principal no report, Harry tells me, should be made in our income reports for 1938, nor will you need to include any further item from this source in your tax returns.

The fund to me still represents a trust. We undertook to do a certain piece of work, some of our girls are only part way along the road we have attempted to guide them; some of our staff members in the past year gave up positions to come to us because they considered ours an established school. To me there is an unfulfilled obligation here which I am going to try to carry through.

Dear Eleanor - page #2

At the moment there is a chance of our securing 35 East 74th Street without restrictions. If this can be done and financed I shall think it worth the effort.

Last fall when we undertook our campaign I talked the matter over with you for knowing of the many interests which you now have, it seemed only fair to reorient ourselves in regard to this enterprise, especially since we were asking others to join us. You know what you told me then. I have never deviated from our course chosen in 1927, namely to build the best school of which we were capable. I never used the school nor thought of the school as a medium for anything except the best in education. When politics have at times made difficulties I have been perfectly frank with you and I have discussed the matter openly. I resent deeply any inference to the contrary.

I appreciate your willingness to allow your name to remain connected with the school for the present school year for undoubtedly any sudden change would be a matter of embarrassment to us all.

As far as the agreement signed by all of us is concerned there is little more to be said. Harry tells me you have agreed to alter one point in your letter and that is the one in regard to financial settlement. I am glad for you have put much in your new home which is truly yours, and in which we hope you will find great happiness.

Affectionately,

AGREEMENT

BETWEEN

NANCY COOK, MARION DICKEEMAN

and

ANNA ELEANOR ROOSEVELT.

Dated, November 9th, 1938.

GOODALE, HANSON & HOOKER
50 BROADWAY
NEW YORK

WE, NANCY COOK, MARION DICKERMAN and ANNA ELEANOR ROOSEVELT, all of the Town of Hyde Park, Dutchess County, New York, agree as follows:

WHEREAS, under a lease made by Franklin D. Roosevelt as Landlord to us, on the 29th day of January, 1926, (hereinafter called the "Lease") we are the Lessees of a certain parcel of land, more fully described in the Lease, and located in the Town of Hyde Park, Dutchess County, New York, and

WHEREAS, the duration of the Lease is measured by the life of our last survivor, and

WHEREAS, we have jointly erected dwelling houses and other buildings and improvements upon said premises, and

WHEREAS, we wish to define our respective rights during our lives in and to the use and occupation of said dwelling houses and other buildings and improvements upon said premises, and

WHEREAS, we wish to clarify certain ambiguities in said Lease and to amend its terms:

NOW, THEREFORE, We, in consideration of the mutual covenants herein contained, agree as follows:

1 - Anna Eleanor Roosevelt, for and during the term of her life, shall have the sole and exclusive right to use and occupy, or cause to be occupied, as she sees fit, the building known as the "Shop", including the attic and cellar over and under Malvina Scheider's apartment, and including the room and bath known as Molly Godwin's room, (not, however, including the "North East Wing" in said building, and not including

the "Garage" in said building, and not including the "Laundry"); also the building known as the "Forge"; also the land bounded by the stone walk between the "Shop" and the building known as the "Cottage" and the new lake. Upon the death of Anna Eleanor Roosevelt the use of the premises described in this paragraph shall vest in the survivor or survivors of the parties hereto, as the case may be.

2 - Nancy Cook and Marion Dickerman, for and during the terms of their lives, shall have the sole and exclusive right to use and occupy, or cause to be occupied, as they see fit the building known as the "Cottage", and the gardens enclosed in a brick wall and picket fence adjacent thereto, and the "Garage" specified in Paragraph 1. Upon the death of either Marion Dickerman or Nancy Cook the use of the premises described in this paragraph shall vest in their survivor, and upon the death of said survivor the use of said premises shall vest in Anna Eleanor Roosevelt, if living.

3 - The Pool, Laundry, "North East Wing" of the "Shop", and the grounds not specifically referred to in Paragraphs 1 and 2, shall be jointly used by the parties hereto, their survivors or survivor.

4 - Anna Eleanor Roosevelt for and during the term of her life shall have the sole and exclusive right to use and occupy, or cause to be occupied, as she sees fit, the building built by her known as the "Garage and Stable". Upon her death the title to said building and the land upon which it stands shall revert to the Landlord under the Lease, together with a right of way on all roads leading to said building now built or which may be built upon said premises during the life of the Lease.

5 - Anna Eleanor Roosevelt for and during the term of her life shall have the sole and exclusive right to use and occupy, or cause to be used or occupied, as she sees fit, the building known as the "Weaving Cottage". Upon her death the title to said building and the land upon which it stands shall revert to the Landlord under the Lease.

6 - The parties hereto agree that the rental reserved under Paragraph (b) of the Lease shall be apportioned among them, two-thirds to Anna Eleanor Roosevelt and one-third to Nancy Cook and Marion Dickerman. In the event that one or more of the parties shall cause said rental to be increased by reason of the addition of new buildings or improvements, such increase shall be charged against the party or parties erecting or making said new buildings or improvements. Upon the death of one of the parties the rental obligation of such party shall devolve on the party or parties entitled to the use of the premises of the person so dying. The estate of a person dying shall not be responsible for any of said rental, and shall not take title to the interest of the person so dying in said premises.

7 - Each of the parties hereto shall be responsible for the upkeep and repair of the premises as required by Paragraph (c) of the Lease to the extent that she has the right of use and occupancy under this agreement. Where the parties shall have the right to use said premises jointly the expense of upkeep and repair shall be jointly shared, except that the upkeep and repair of the Pool shall be solely borne by Anna

Eleanor Roosevelt during her life. Upon the death of a party to this agreement, her expense of upkeep and repair shall devolve on the party or parties entitled to the use of the premises of the person so dying.

8 - The option to cancel the Lease on one year's notice, provided in Paragraph (d) of the Lease, shall be personal to the parties hereto, and shall require for its' exercise their unanimous consent and action, and shall not survive or pass to their heirs or assigns. Upon the death of one or more of the parties, the survivor or survivors alone may exercise said option; and upon the death of the last survivor the right of option shall expire and the Lease shall terminate and the premises, with the buildings and improvements thereon, shall revert to the Landlord.

9 - The personal property now on said premises which was jointly purchased by the parties hereto shall become the sole personal property of the person having the use in the manner set out above of the premises in which said personal property is now located.

10 - Property individually owned by each of the parties hereto now or hereafter to come upon said premises shall not be affected by this agreement, but shall remain the individual property of its' owner.

11 - Nancy Cook and Marion Dickerman hereby transfer and assign to Anna Eleanor Roosevelt outright all their right, title and interest in and to the machinery, tools and equipment now being used by Otto Berg, and also the machinery, tools and equipment now being used by Arnold Berg. Anna Eleanor Roosevelt hereby accepts the property so transferred and assigned.

12 - ~~Anna Eleanor Roosevelt hereby transfers and assigns~~ ^{MD.}
~~to Nancy Cook and Marion Dickerman her share of the cash and securities~~ ^{rc}
~~in the so-called Webster School Fund. In consideration of such assign-~~ ^{Q.P.P.}
~~ment, and in consideration of the execution by her of this agreement, The~~
parties hereto mutually release and forever discharge each other from any
claim or claims whatsoever which against each other they ever had, now have
or which their heirs, executors or administrators, hereafter can, shall or
may have for, upon or by reason of any matter, cause, or thing whatsoever
from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 9th day of November, 1938.

In the presence of

D. Goodwin
Henry S. Harker

Nancy Cook (I.S.)
Marion Dickerman (I.S.)
Anna Eleanor Roosevelt (I.S.)

I, Franklin D. Roosevelt, party of the first part of a
certain lease dated the 29th day of January, 1936, made by me as Landlord
to Nancy Cook, Marion Dickerman and Anna Eleanor Roosevelt and referred
to in the foregoing agreement, hereby consent to the terms of the fore-
going agreement insofar as they construe, modify or amend the rights and
obligations of the parties to said lease.

Dated:
November 17, 1938.

Franklin D. Roosevelt
Party of the first part in said Lease.

TELEGRAM

*file
personal*

*PSF
Val-Kill*

The White House
Washington

2WU. RA. 14-

New York, N. Y., November 12, 1938

THE PRESIDENT.

The Val-Kill agreement has now been signed by all
three of the parties.

Harry. *Hooker*