The Rape
Of Madame C.J. Walker
Her Company's Unknown Story

DRAFT

Preface I
Her Story

I obey the voice. Do I have a choice in this matter, or am I simply Fate's chosen vessel, an instrument through which she is trying to speak? Why is her spirit forcing itself upon me? I can no longer discern my thoughts from hers, for her essence now rushes through my veins, quickly flowing through my body until I am filled with the force of her being, her will.

And what is it that she wills?
She desires that I tell you a story, **the** story…
Her story.

"Will they believe me?" I ask. She simply says to me, "Write, and as you write, witness my resurrection! How long I have waited to be resurrected." "Give me your hand," she demands, "and let your pen become my sword."

Perhaps her resurrection is all the proof that I'll need. So I say, let me tell you a story…

There are those who will say that stories of Madame C.J. Walker have already been written; to some extent this is indeed true. Yet **this** story has never been written, because those that could write it, wouldn't write it.

I, having no choice in the matter, or so it seems, must now raise the sword of Truth, to expose those who have skewed the legacy of Madame C.J. Walker for their own various reasons. The veil of darkness must now be removed from the eyes of those who think they know the Walker legacy; for in truth, their knowledge is either nominal at best, distorted, or in the worst cases, completely erroneous.

Tragically, yet not surprisingly, there are still multitudes of people who have absolutely no idea who Madame C.J. Walker is; even more tragic is the fact that of these multitudes, many are Black Americans.

So I say, let me tell you the story…

This will not be the story that I heard when I was but a small child, the one that I heard once a year -in February of course- and each year, though I grew, the story of Madame Walker remained the same: "Madame Walker invented the hot comb." There you have it, the complete legacy of Madame Walker! A complete lie. An incomplete truth. It would be many years before the magnitude of the Walker legacy would be revealed to me, having been buried by design.

Then too, perhaps Madame herself had been buried by design. Is this why she urges me so? Yes, perhaps the magnitude of the Walker legacy was, in and of itself, one of the very reasons why I had reached adulthood knowing only that Madame Walker taught black folk how to get the "kink" out of their hair.

For you see, Madame Walker, by way of her phenomenal accomplishments and example, dealt a

death blow to all time honored racist and sexist standards, thereby setting a new standard by which all other standards could be measured. She was therefore the most significant threat to the foundation upon which the western world's power rested: the Criterion to which to aspire, and the inspiration itself, for revolutionary change.

Would it therefore have been in the best interest of those who had built their entire world on the false ***ideas*** of race and sex superiority, to allow the complete truth of Madame's legacy to live? To allow Madame to live? How then does one go about killing a legacy? How could Madame be dealt a deathblow? Alas, there are always hidden hands, and there are always puppets who- wittingly or unwittingly- aid and abet insidious plots, masterminded by ruthless conspirators.

So I say, having heard history, let me tell you **Her** story…

DRAFT

Preface II

The Legacy

Sarah smile. Smile, for though you have been born poor, you have been born free.

Not even her poor and difficult beginnings stymied Madame Walker's road to greatness; born December 23, 1867, roughly two years after the alleged emancipation of her race, she was an orphan at seven, a wife at fourteen, a mother at seventeen and a widow at twenty. The woman who would come to be known as the first self-made, female millionaire, and the greatest benefactress of her race, was born the daughter of Owen and Minerva Breedlove, poor ex-slaves, living on a cotton farm in Louisiana.

Of course, with a name like Sarah Breedlove (also spelled Briedlove), greatness was inevitable. Though Breedlove was the slave name passed down from her parents, their choice of the name Sarah seems, in hindsight, to be clearly prophetic. The biblical Sarah was the wife of Abraham, mother to a nation who would eventually give birth to, or "breed" Jesus, a walking representation of God, who is Love. Sarah *breed* Love. Sarah, give birth to God!

Indeed, Madame Walker lived up to this divine calling, for those born out of the womb of her spirit and vision, those who follow in her footsteps, are equipped with the ability to do as a God would do: create something from nothing, bringing to fruition whatsoever they will, in the midst of the most trying circumstances and for the good of others. For the love of her race, Madame accomplished –against all odds- not only what no one had ever done, but also, what no one believed could be done; in so doing, she ruined every possible excuse for failure.

A washerwoman by trade, at the age of thirty-three, in 1900, she began selling a product door-to-door, which she had formulated to remedy her own hair loss. She pinpointed the root of her hair problems, which was the scalp, and created a hair care product, and a system of hair maintenance that focused on the need for a clean and healthy scalp for maximum hair growth.

She then extended the value of cleanliness by incorporating it into a concept she called "Beauty Culture" which emphasized the overall appearance, conduct, and character of the black woman. By setting up a beauty college, first in Pittsburgh, PA, and later New York City, and a manufacturing facility in Indiana, Madame was able to further establish and promulgate her program of Beauty Culture which trained the black female in three areas: First, the black woman was taught the proper presentation of herself; she was to be clean, neat, properly attired, and well mannered. Second, she was taught how to use Madame's hair care system on customers, and third, she was taught how to sell Madame's hair care products to customers.

Amazingly, Madame C.J. Walker provided a solution to the root of the black woman's demise. She raised the black woman's self-esteem and confidence about her own beauty and intelligence, and she empowered the black woman economically, thus freeing her from white servitude and male dependency.

This accomplishment is even more amazing when put in the context of the time in which these things were done, and in the context of Madame's own background.

The time, one historian called the "Nadir", or lowest point, in the history of the Black race, outside of slavery itself. The blessing of "freedom" was now marred by the blatant terrorist acts of the Ku Klux Klan, and those likeminded individuals working in collusion. The harsh reality faced by the vast majority of Blacks living in this era, was that the number of lynchings peaked during the early nineteen hundreds, as did the other backlashes sparked by Reconstruction, such as the burning of black schools, and the establishment of Jim Crow laws. During this dark period, most black women were either sharecroppers, or washerwomen and house servants for Whites.

Madame Walker was no exception, but she was, however, exceptional.

From whom or from where did this woman get the idea, the vision, the notion, the nerve, audacity, to believe that she was supposed to be more than a white woman's servant? If her hair was falling out, why did she not simply put a rag over it like all the other Black washerwomen? Who cared? You're just a washerwoman! Who's looking Sarah Walker? Besides, no matter what you do to your hair, it's still nappy; you ain't got "good hair", and you're still dark; your nose is too wide, and your butt is too big. What's the point? You can barely read or write. Your parents were slaves for Whites, and although you're "free", you can't vote 'cause you're a black woman who needs to stay in her place-**last** place! You're a Nigger woman, subservient to all White people, and to the Nigger man. What the hell do you know about beauty, much less culture!

It is clear that the spirit that fueled Madame Walker's accomplishments did not come from an outside source; had she been guided by the predominant voices of the time in which she lived, she may have died an impoverished washerwoman. No. Madame Walker was inspired by something from within herself, a deep inner knowing that springs forth from the well of God, innately beautiful, and innately righteous.

The result of this inner guidance was the manifestation of a legacy larger than life, founded upon its essence, the legacy's origin, the Madame C.J. Walker Manufacturing Company, Inc., through which, by which, and from which, Madame not only made millions herself, but empowered and inspired other black women to do the same.

Not only so, but Madame's manufacturing company enabled Madame to give birth to yet another legacy, as Madame became known as "the Greatest Benefactress of her Race". Through monies earned and derived from Madame's work in the "hair growing business", Madame Walker regularly donated large sums of money to charity, and to individuals of her race who were in need; in fact, Madame was so self sacrificing and freely giving, that those closest to her were worried that she would be financially ruined. Desiring all Blacks to have decent homes, at times Madame would assume mortgages of Blacks who were financially strapped, allowing them to repay when and how they could.

Various schools for Blacks, and certain social and civic organizations dedicated to the betterment of the black race, were also beneficiaries of Madame's philanthropy. Though many have called

Madame extravagant, her generosity and passion for her people were Madame's only extravagances. She gave not for self-aggrandizement, but rather to inspire other wealthy Blacks to give likewise.

Moreover, Madame's giving went well beyond monetary donations; she lent her name and time to worthy causes; she traversed the country speaking against lynchings, and fought vehemently for the fair treatment of Black soldiers who had served in America's military during WWI. Madame C.J. Walker was an ambassador of sorts, a spokesperson for all Black skinned people, a revolutionary, visionary, missionary, force.

It should therefore be quite obvious that Madame Walker's passing on May 25, 1919, was a tremendous loss to the Black race. At that time, Madame had recruited over 25,000 Black women from the United States, Central America and the Caribbean, as door-to-door Beauty Culturists, and was well on her way to Africa. Her net worth was over one million dollars, making her the first female, regardless of color, to become a self-made millionaire; she is one of the most successful black entrepreneurs of all time, and one of the first, to utilize the method known today as multi-level marketing, to sell her products.

As would later be noted in her company's publication, she was a remarkable woman, indeed! Yet why has history been so negligent to her story? The Legacy of Madame Walker brings to mind the story of the great female Pharaoh Hatshepsut, whose mysterious and untimely death was followed by a mass attempt to erase the truth of her reign as absolute ruler of Kemet (known today as Egypt), allowing only the inscriptions denoting Hatshepsut as "great royal wife" to remain.

Likewise, having suffered her own sudden and suspicious death, Madame Walker's great and manifold accomplishments were subsequently ignored, as history altered her legacy to that of an inventor. Although in recent years Madame's entrepreneurial spirit has been honored, attention has paradoxically been diverted from Madame Walker's manufacturing company, the essence of her legacy, and the vehicle through which her entrepreneurial acumen was expressed.

A building that Madame never saw, and would never have built, and her beloved mansion, built a mere two years before her passing, are both touted as the two national landmarks through which her legacy survives. Indeed the latter does in fact represent one of Madame's great achievements, but what of the manufacturing company that she had built, working night and day to ensure its success? There is no conceivable way to speak of Madame Walker's legacy and spirit, without also speaking of the company which she founded; the two are fundamentally interrelated, each giving meaning and definition to the other.

It is therefore wholly impossible to give honor to the one at the expense of, or to the exclusion of, the other. Was it not Madame Walker's business of manufacturing hair care goods that enabled her to build her grand mansion known as Villa Lewaro, and enabled others after her death, to build the building known today as the Walker Theater Center? How then could anyone presently claiming to honor and perpetuate Madame's Spirit and her Legacy, take actions to hinder the success of her company? Why would anyone do such a thing?

As the hieroglyphic records discovered among the ruins of Egypt revealed the truth of Pharaoh

Hatshepsut, so too do the records, found amidst a ruined company, reveal the truth of the birth and death of Madame C.J. Walker's Legacy, and the motive of all those who would attempt to stymie or sabotage her company's complete resurrection.

DRAFT

"Where there is no vision, the people perish."

(Proverbs 29:18)

Chapter 1
The Vision... Dream Fulfilled

Langston Hughes once asked the poignant question: "What happens to a dream deferred?" Did it dry up like a raisin, he pondered, or fester perhaps, like a sore until it runs, or stink like rotten meat? Or, he queried, does it crust and sugar over like sweet syrup, or sag like a heavy load? Or does a dream deferred simply explode?

Perhaps, Mr. Hughes, a dream deferred does in fact do all of the above, ever morphing into a variety of incomplete –even warped- manifestations, biding its time, in search of the person fashioned to bring about the dream's complete permutation. Once the "Dream Catcher" is found, the long deferred dream does indeed explode within that person, as an idea demanding fruition.

Madame Walker maintained that she received the formula for her hair care products in a dream; perhaps then, she was merely the vessel –the "Dream Catcher"- fashioned to fulfill the dreams, the yearnings, the longings, of the many Black women of slavery's past who longed to do more, and be more, than a servant of the White race, and of men. Perhaps the dream she fulfilled, had once been their dream, having been born out of their great suffering, and dried by the unforgiving sun as they toiled in Massa's cotton fields. Festering, running, stinking, and crusting over like the unattended open sores on their tattered backs, the dream sagged as they themselves did, weighed down by the cruelty inherent in slavery's modus operandi. Thus the dream abided, patiently waiting to explode.

Once the explosion took place within Madame, she became a living, breathing and ever moving force, fueled by her passionate dedication to an ever-expanding vision, and sustained by her faith that hard work would bring her visions into fruition. Certainly no stranger to hard work, it could safely be said that Madame was, in fact, a workaholic. She was the engine that made her company run, and she steered it with what must have been an innate sense of business, which could be termed as nothing short of phenomenal.

As it pertained to her manufacturing business, no one but Madame did the steering, by virtue of the fact that no one else, in Madame's humble opinion, had earned that right. Not even Mr. C.J. Walker himself was allowed to take credit for Madame's business success, though her company and her products bore his name.

In an agreement entered into on August 20th, 1912, between Charles J. Walker (soon to be Madame's ex-husband), and Sarah Walker (Madame), it stated, among other things, that Madame Walker's "...property, business, and influence...in the community and country, is the product of her labor, and was purchased, built up, and created by her sole effort and endeavors..." In this same agreement, Madame essentially agreed to pay five hundred dollars to Mr. Walker in exchange for his promise to leave her be.

However, Madame would later offer her assistance to poor C.J., although her motive for aiding him was more to protect her reputation and business name, than to show pity to her ex: "I was thinking if C.J. would go there [Louisville] with his sister, instead of carrying women all over the

country and calling them Mme. Walkers, I would open him up a nice parlor and help him get back on his feet and help him indirectly as it seems as he is never going to do any good."

These comments were written in one of the many business letters Madame wrote to the General Manager of her company, F.B. Ransom; as Madame traveled to countless destinations, promoting her products and system of hair care, she relied heavily on Mr. Ransom to oversee the business in her absence. She wrote to him constantly, and he to her; via their letters, and occasional telegrams, the Madame C.J. Walker Manufacturing Company was kept running smoothly. Madame would write to Ransom, detailing her progress and success in the various cities she visited, and instructing Ransom in every area of her business, including how to implement her new ideas, and how to account for her money. Although she always welcomed Ransom's advice and counsel, ultimately Madame did what she saw fit to do.

For instance, on one occasion there seemed to be a rather large dispute involving the Walker agents; apparently, Madame Walker had decided to put her products in drug stores, and the agents did not like the idea; they feared that they would be undersold. F.B. Ransom had advised Madame to remember that the agents were the "bridge that brought her over". In response to Ransom's advice, Madame Walker retorted, "While it is true they are the "bridges that brought me over", as you say, on the other hand, I am the bridge that brought them over, and there would be no hair growing business today if I had not started it."

Needless to say, Madame Walker did eventually place her products in drug stores. However, Madame also directed Ransom to tell her agents of her plans to launch a loan association, to which she would give her "personal check for $5,000", and that this loan association would "enable them to establish beautiful parlors and...help many of them to buy homes."

A loan association? Homes? Yes, Madame's vision was, evidently, stretching far beyond the hair growing business. She was now investigating avenues whereby she could assist Black women even more than she already had, by providing them with a vehicle through which they could borrow capital-something which the majority of Black women were unable to do-for the purposes of establishing better businesses and better homes.

Moreover, so keen was Madame's desire for all Blacks to have decent homes, that in her last will and testament she wrote: "I am anxious to help members of my race to acquire modern homes, and if I have made no provision for the same at the time of my death, I request said Trustees to invest said Trust Fund wherever practicable, so as to carry out my desire in this matter." Mind you, Madame's idea of "modern homes" was by far, well beyond what most Black women had ever imagined for themselves; realizing the power of a tangible example, Madame built a magnificent mansion to serve as a testimony of what Blacks could attain through hard work.

Of course hard work, in and of itself, was no guarantee for success. After all, most Blacks had worked hard their entire lives and yet owned very little. Madame understood that hard work needed to be coupled with knowledge for efficient, productive results; in order to secure and maintain decent homes and businesses, the Black race would have to have the means whereby they could obtain a better education, and Madame therefore became an avid financial supporter of Black educational institutes. Booker T. Washington's Tuskegee Institute, and Mary McLeod

Bethune's Daytona Educational and Industrial School for Negro girls (later to become Bethune-Cookman College), were two of the many Black private schools and colleges to receive generous donations from Madame Walker while she lived. Others to receive donations were Hampton and Palmer institutes. Desiring her vision of better schools for her race to be realized at all cost, Madame bequeathed an additional twelve thousand dollars, per her will, to various Black schools across the United States.

Always the businesswoman, Madame Walker wisely used her philanthropic deeds as another means by which to advertise and promote her products. However, she was very adamant that emphasis should not be laid on the amount given, but rather on the fact that her example of giving should be emulated -a philosophy evidenced in her written directive to her daughter, referencing her donation to the YMCA:

"In referring to that gift of $1000.00, I don't want you to lay so much stress on it and do not say that I am the only one. You might say that I was the first and caused others to awaken to the sense of their duty in helping deserving causes for the benefit of the race."

Not to be hampered by borders, Madame's vision also encompassed a desire to establish a good industrial school on the continent of Africa: "Speak of the school I am planning to build in Africa at the close of the war, which I have now over $5,000.00 for by putting away a percent of all my income for this cause. Say that I have been helping others to establish their work, now I'll have to stop and concentrate my forces in order to leave this as a monument to my name."

Madame had made a public announcement of these intentions as early as 1912, during the thirteenth annual meeting of Booker T. Washington's National Negro Business League: "Perhaps many of you have heard of the real ambition of my life, the all absorbing idea which I hope to accomplish. My ambition is to build an industrial school in Africa. By the help of God and the cooperation of my people of this country, I am going to build a Tuskegee Institute in Africa!"

As was the case with Madame's other visions, Madame reiterated her desire for an African school in her last will and testament, wherein she wrote: "I am exceedingly anxious to establish a good industrial school on the continent of Africa, and if I have not established such a school at the time of my death, I bequeath **all the shares of stock of every kind of which I may die possessed**, and not otherwise disposed of, for the support of said school. If I have not established such a school at the time of my death, I give $10,000.00 for the establishing of the same."

Unfortunately, Madame's rather abrupt demise, two years after her original will was written, caused the fruition of those visions to remain unrealized. Interestingly, less than one month before her death, Madame Walker wrote a codicil to her last will and testament, which in many cases obscured or contradicted the contents of her original will.

Nevertheless, neither Madame C.J. Walker's untimely death, nor her timely codicil, was looked upon suspiciously, or so it appears. She had, after all, suffered with high blood pressure for years, and it was reported that her death was caused by kidney failure exacerbated by high blood pressure. Although she once jokingly advised Mr. Ransom not to tell anyone else she was ill, for fear that they would "have her dead," in hindsight, one wonders whether or not Madame Walker was

fully aware of the increasingly significant threat that her existence posed to the "powers that be", or of the many other dangerous forces inherent to financial success.

Economic development! Loan associations! Better homes and educational institutes! Industrial schools! Africa! All for Blacks, funded by a Black woman through money earned by and from Blacks! Well beyond a hair grower, Madame was a revolutionist: a conglomeration of all of the greatest, and most controversial Black leaders ever known, and an implementer of their most ambitious ideas.

Similar to Harriet Tubman's Underground Railroad whereon she led many Blacks toward freedom, Madame's "underground" network of Beauty Culturists led many Black women to financial independence. Possessed with the fighting will of Nat Turner, and the defiant "ain't-I-a-woman" spirit of Sojourner Truth, Madame C.J. Walker-long before Dr. Martin Luther King Jr. and the Honorable Elijah Muhammad-dreamed a dream of overcoming, and waved the banner of "do for self" economic independence, to bring that dream to fruition. Along with Marcus Garvey, Madame's face had turned to Africa, and with an influence over the minds of her race comparable to Oprah's, she could gain enough support to move whatever mountain stood in her way. Make no mistake, Madame's accomplishments and visions, fueled by her love for her people (which clearly transcended the boundaries of the United States), marked the biggest threat ever to both white and male supremacy, in all their manifested forms.

As further validation of this point, consider Madame's example of applying political pressure thru her powerful influence, as her vision and sense of duty for her race, eventually led her to the White House, face to face with President Woodrow Wilson. During the summer of 1917, the mistreatment of Blacks, as manifested in the Jim Crow laws, school and church burnings, and lynchings, had culminated in a rash of brutal race riots, in which many blacks were shot, lynched, or severely beaten. This series of events prompted Madame to ally herself with other prominent Black business leaders and civil rights advocates; together, Madame and her peers drafted a petition, denouncing lynchings, insisting that such heinous acts be made a federal crime.

Delegates from among this group were then chosen to meet with President Wilson on August 1, 1917; Madame Walker (who was without the right to vote) was selected to be a member of the delegation bound for this historic trip to Washington, and on August 2, 1917, she wrote this account of the meeting: "I had the honor to be one of the delegates to call at the White House to have an audience with the President. He did not see us, but Mr. Tumulty, Mr. Wilson's secretary, received us very kindly and gave us some encouragement. We are now planning a trip to Oyster Bay to see Mr. Roosevelt."

Less than two weeks later, Madame received a wire stating that the committee had received a letter from the White House, and at the request of President Wilson, the delegates were to return to Washington. This time, Madame did in fact meet with President Wilson: "I am writing you now to tell you of the success of the committee in Washington. Just four went this time, Mr. Cosey, Rev. Cullen, Rev. Martin, and your humble servant. We succeeded in seeing the President, and got an expression from him. Hope it will do some good."

This cautious optimism expressed by Madame, concerning the effectiveness of their meeting with

the President was understandable; Wilson after all, was known to be one of the most racist Presidents to ever be elected, the first southerner to hold the office since the Civil War. Furthermore, Black men had very little political power, and Black women had none, providing little political motivation for Wilson to acknowledge their concerns. Picture the irony of Blacks looking to Wilson for a sympathetic ear, the same idiot President who dared to describe the movie "Birth of a Nation" –a disgustingly, blatantly racist movie- as, "all too terribly true." The President's "review" naturally caused many white Americans to flock to see the film, which in turn, sparked the rebirth of the Ku Klux Klan!

The President's "expression" finally came in July of 1918, nearly one year after Madame's visit. His denunciation of lynching was worth no more than the paper upon which it was written.

Yet to have met with the President of the United States under these disadvantageous circumstances was, in and of itself, a tremendous symbolic achievement, and source of encouragement for Blacks, regardless of the outcome. Madame's modest accounting of her experience reveals that she was, without doubt, a very humble servant for her race, who spent her entire life "doing some good". She was the manifested hope, the fulfiller of the dream that had so long been deferred, for Black people in general and for the Black woman specifically.

Now ponder this question: How and why was a legacy this pregnant -through which great visions (in many ways "before their time") were birthed- reduced to a story in which Madame Walker merely invented the pressing comb –something she did not do? Only in recent years, almost eight decades after her death, has the Walker Legacy been moderately expanded by the acknowledgement of Madame C.J. Walker's unprecedented contributions in the field of business.

In 1992, Madame Walker was inducted into the National Business Hall of Fame, the only woman and the only African-American chosen to receive the honor, along with six other "business legends", including such notables as Richard W. Sears of Sears and Roebuck, and Sam Moore Walton of Wal-Mart. In February of 1998, the United States Postal Service unveiled the Madame Walker commemorative stamp. The Walker stamp was the twenty-first addition to the Postal Service's Black Heritage Series, and yet the first to recognize the entrepreneurial acumen of an African-American.

The December 7th, 1998 issue of Time Magazine entitled "Time 100: Builders and Titans", also honored Madame's "marketing savvy". She was the only African-American to be mentioned, and one of three women, which Time placed in the category of "the most influential business geniuses of the century".

Finally giving credit where credit is due, Time writes: "In 1918 she moved into the Neo-Palladian Villa Lewaro, an estate built at Irvington-on-the-Hudson, N.Y., which was designed by the first registered Black architect and situated near the estates of John D. Rockefeller and Jay Gould. At a time when unskilled White workers earned about $11.00 a week, Walker's agents were making $5 to $15 a day, pioneering a system of multi-level marketing that Walker and her associates perfected for the Black market. **More than any other single businessperson, Walker unveiled the vast economic potential of an African-American economy, even one stifled and suffocated under Jim Crow segregation."**

Stifled and suffocated indeed! During the period in which Madame was unveiling "the vast potential" of the African-American economy, "black clerical workers, as well as black teachers and black hospital nurses, found themselves effectively limited to employment in racially segregated settings, and black businesses were too few and too small to provide extensive opportunities to African-American women." As for manufacturing and sales jobs, black women were "virtually excluded." Nonetheless, Madame Walker founded a methodology whereby her Black, female agents earned more money than many White males, and Madame herself was enabled to live in the same area as Rockefeller and other affluent whites, without the white dollar to back her. What's more, she then used her money and influence to affect political, social, and educational advances for the Black race, encouraging other influential Blacks to do the same-even before being granted the right to vote.

It was also Madame Walker who organized the National Negro Cosmetics Manufacturers Association, the first trade association of its kind. Madame rightly believed that Black owned manufacturers of hair care products and cosmetics should ban together, pool their resources, in order to protect their interests -in a market they themselves had created- from the ambitions of White-owned companies.

Only the naïve would deny the obvious threat that Madame posed, not only to the Jim Crow laws, and the racist, sexist mentality that promulgated them, but also to the entire social, economic, and political structure, which that mentality supported.

Today, now that White Corporate America has tapped into the $500 billion African-American economy, having the majority share of the $5 billion Black hair care industry, as Black manufacturers struggle to stay financially afloat, the writers of history deem it "safe" to somewhat honor Madame's entrepreneurial genius, while still largely ignoring-indeed thwarting- the intended goal of Madame's life work, the visions underlying her efforts.

It is these visions that should cause one to question whether or not Madame herself was "safe" eighty years ago; was she looked upon as a dangerous element, a cancer that if not cut off, would spread sickening inspiration to other Blacks-Black women particularly? What of the sycophants and near-do-wells who undoubtedly viewed Madame's phenomenal success through jealous and envious eyes? What of the greedy, and worse, the arrogant greedy, who, thinking themselves more qualified, may have imagined even greater success for the Walker Company, were they themselves placed at its helm?

We may never know the truth of Madame's untimely demise, though given America's penchant for "knocking off" any and all perceived threats to its power-base, it would not be surprising to learn that Madame's death was somehow orchestrated. We need only study history to find examples galore of America's death plots against influential leadership considered "dangerous" to the security of the country, and we need only look to Patrice Lumumba's buried body in the Congo of Africa, to ascertain just how long America's hand of death is able and willing, to reach.

Given the present circumstances, we may be forced to accept -albeit warily- the cause of death as documented by history, and while it may be that Madame Walker did in fact die a natural death- as

natural as high blood pressure and kidney failure can be considered- the death of her company, and the subsequent burial of her legacy, were not at all "natural".

DRAFT

"A prophet is not without honour but in his own country, and among his own kin, and in his own house."

(Mark 6:4)

Chapter 2
Grace Under Fire

Sarah Walker petitioned to incorporate her business on September 2, 1911, under the name of the Madam C.J. Walker Manufacturing Company of Indiana, Inc., owning all one thousand shares of stock in her new corporation; she adopted the name Madam C.J. Walker specifically for her business, believing that it would be better received by her customer base than her own name; Sarah Walker was fine for her personal affairs, but it was not catchy enough to use for her business. Madam C.J. Walker sounded prestigious and classy, thus aiding her goal of developing a regal, lady-like persona for her company and her products.

Originally, there were to be three board members of the corporation, Madame Walker as president, Lelia Robinson (Madame's daughter) as Vice-President, and C.J. Walker as secretary. However, not quite a year after incorporation, C.J. Walker resigned from his position as secretary of the Walker Company, owing to his divorce from Madame; although Madame was no longer legally 'Mrs. C.J. Walker" –assuming that she had in fact ever been- she naturally desired to continue using her ex's name for her already established business, thus the need for the $500.00 agreement.

It may be erroneously concluded that after their split, a good rapport existed between Mr. Walker and Madame, a conclusion derived from reports that Mr. Walker remained a Walker agent until his death. Truth be known, there was a great deal of tension between Madame and Mr. Walker, as Madame came to understand that she was in somewhat of a precarious position. As has been noted, Madame's generosity to her ex was, for the most part, motivated by her concern that Mr. Walker could damage the reputation of her business given the fact that her company and products bore his name. She also did not trust C.J., and feared that he would, if somehow disgruntled, disclose her formula secrets to ambitious Walker agents who desired to start their own manufacturing companies.

As for C.J.'s motivations, although he had stated in his letter of resignation that his intentions were to "establish and build up a business" of his own, after five years of trying, he was unable to realize his goal. He therefore readily accepted Madame's offer of help, prompting Madame's humorous remark that C.J. had "certainly come down off of his high horses eh!" After his divorce from Madame, Mr. Walker's "high horse" had become the proverbial "dead horse", as C.J.'s attempts to teach various women the "alleged" secret formula of Madame's products, and set up businesses, which were designed to rival Madame's company, failed miserably.

Mr. Walker, the horseless horseman, then came crawling to Madame -as he was often too drunk to walk- begging for her assistance. Reneging on their $500.00 agreement at will, Mr. Walker literally "nickeled and dimed" Madame to death, always promising to make each of his request for money his last, yet always coming back for more.

Mr. Walker was, to put it mildly, a constant thorn in Madame's side. She had suffered with his

infidelity while bound to him in "holy matrimony", and now that they were divorced, she suffered with Mr. Walker's philandering ways all the more! She could not divorce her business and her products from Mr. Walker's name, as easily as she had done for her own person. Needless to say, Mr. Walker's actions were often in direct opposition to the persona of royal dignity that Madame had hoped to confer to her business and products, by choosing for them to wear the name, Madam C.J. Walker.

Madame's daughter, Lelia, was also very wary of Mr. Walker; extremely protective of her mother, she warned Madame quite insistently not to be in the same city where "old Walker" was, unless business necessitated it. Madame was inclined to heed her daughter's advice, as it seems there was a very close bond between the two of them, perhaps because Lelia was Madame's only child, fathered by her first husband, Moses (Jeff) McWilliams; Mr. McWilliams had been killed around 1887 or so, reportedly by the Ku Klux Klan.

Lelia playfully referred to her mother as her "darling baby" in a light-hearted letter wherein she congratulates her mother in the following manner: "I was just reading your report. I think it is wonderful, and to think what a short month February is, and you did so well. I just knew you would send those reports up, that is the reason I spanked you and sent you out. I knew you would do it. I am so elated over the report."

Concerned for her mother's health, Lelia further wrote: "Mother, if I were you I do not think I would try to have that Convention this year. You will be entirely too tired after taking that long trip. You should come home and rest and look after your house. Unless you have already planned the convention, arrange to have it next year."

Lelia's good advice to her mother was often times overshadowed by her own uncontrolled spending habits; unlike Madame, who's spending was calculated to somehow enhance her business, Lelia's extravagant expenditures, in most cases, resulted in no such fair exchange. Although Madame instructed Ransom to keep tabs on the amount Lelia owed the company, in most cases, Lelia was never required to repay her debt to Madame; she was, after all, Madame's only child, and Madame often indulged Lelia's every want, and most certainly, all her needs.

Various portrayals of Madame's relationship with her daughter, Lelia, exist. One author claims that Madame and her daughter were "more alike than different, plagued by an early sense of emotional abandonment and an attendant need to control and cling to those closest to them."

There is absolutely nothing about Madame's character or actions, which suggests that she was "plagued" by her past in any way, but rather, Madame's past served as her source of fuel and tenacity. This same author quotes Madame as "forcibly" saying: "I am not ashamed of my past; I am not ashamed of my humble beginnings."

Madame had not the luxury of having someone to whom she could "cling" and her "need to control" was clearly not by choice. Every attempt to delegate authority was made by Madame; however, her options were limited; no one cared for, or had as much vested interest in, the Madame C.J. Walker Company, as did Madame; after Madame's passing, this fact would become painfully evident.

Madame's daughter was not "plagued" either; she was, perhaps, a little too spoiled. Lelia often asserted that her mother's help came at a price –a price that Lelia was, nevertheless, always willing to pay! She wanted to be independent of Madame's authority, but not her money. The "attendant need to control and cling to those closest to them" may best describe Lelia's relationship with a young girl, whom she would call daughter, though she herself was barren and therefore had no biological children. However, in 1912, Lelia took in a nearly fourteen year-old girl named Fairy Mae Bryant, allegedly gaining permission to do so from the young woman's mother, Etta Bryant, with the understanding that Mae (as she was called) would receive a "better life", and would always keep in touch with her biological family.

As for Madame's family, every effort was made by Madame to help her relatives, although, in some instances, no matter what she did, it never seemed to be enough. Company records confirm that Madame provided employment, housing and other financial support for her sister, grandmother, two sister-in-laws, four nieces and one nephew. Madame Walker has been characterized as "resentful and duty bound" towards her family. In all fairness, Madame Walker should have resented the lack of reciprocity and ungratefulness displayed by her "kin" –not to mention their insatiable appetites for more and more "assistance" at her expense. As Madame set out to accomplish the impossible, she all the while dodged and endured her family's faultfinding and critical darts!

Once Madame had established a firm foundation for her business, she purchased a five bedroom bungalow-including a bathroom (quite a luxury at that time) for her brother's widow and their four daughters, Anjetta, Gladis, Mattie, and Thirsapin. Anjetta Briedlove eventually replaced C.J. as secretary of the Walker Company.

Agnes Prosser, C.J.'s sister, was placed in charge of a parlor in Louisville, which Madame had purchased, with the added hope that C.J. might also move there, become a productive citizen, and cease his badgering of her.

Madame's sister Louvenia proved to be a constant source of trial for her. Louvenia had married a man named Willie Powell and had one son, also named Willie.

As the years progressed, the widowed Louvenia grew ill and Madame took it upon herself to bring her sister to Indianapolis to live with her; however, as Madame's success grew, Louvenia began to express great dissatisfaction over her living arrangement with Madame. This was largely due to the fact that Louvenia saw very little of Madame. She often wrote to Madame complaining that she had been "left with strangers." Louvenia also spoke incessantly of her illness, stating that her feet and legs gave her trouble and that she could "not walk across the room without misery."

Madame Walker of course, cared very deeply for her sister, but her business obligations mandated that she travel; in spite of this, Madame tried to ensure that her sister received any necessary medical attention, relaying the following instructions to Ransom: "See to it that she has a doctor and give her whatever she needs. If she is too sick to care for herself, put her in the charity hospital; see that she has a nurse, and every care given her."

Despite Madame's efforts to care for her sister, Louvenia's complaints persisted. To make matters worse, friction arose between Louvenia and Madame's most trusted and important employee, Alice Kelly. Louvenia, in writing to Madame, made very strong accusations against Alice: "All the mistreatment I have received since I have been in your home, it was all through Alice. Soon or later she will receive all of her reward for what she has done, for I haven't done anything, it was all Alice. You will find it out someday."

Consequently, Madame contacted her nephew Willie, to ascertain his willingness to allow his mother to live with him, pending of course, Louvenia's willingness to go. Madame then searched for a suitable place for Willie and his mother to live, and in April of 1917, Madame wrote Ransom, directing him to present her nephew with her proposition: "Tell Willie if he will take this place and make good, in a couple of years I will buy it for him or buy him a home elsewhere. It's a little twelve acre farm just from Philadelphia about four miles, if he knows anything about truck farming, he could make a little fortune; if he doesn't want to do that, I don't care where he goes just since he takes her with him, I will take care of his mother."

Louvenia agreed to go with her son, provided, she remarked, "I live that long."

Regretfully, Louvenia and Alice were not the only sources of friction with which Madame was forced to deal. Within the Walker factory and office headquarters, among the 18 or so employees, there arose murmurings, which escalated into all out disputes, over who was getting paid the most money. Bear in mind, all were getting paid more than they could have earned elsewhere; commenting on this fact, Madame wrote: "...I know that my help are better paid and treated better than any other Colored help in Ind. and yet they find more to condemn me for."

Indeed, the Walker employees found room to complain when Madame chose to grant raises to her key employees; these raises were given to Alice and Ransom whom Madame looked upon as being essential to the success of her business, her hands, if you will, by which she accomplished many tasks at her manufacturing facility, though not physically present. Moreover, Madame made a distinction between the laborious factory work and office work, from the standpoint of availability of workers. Since many Blacks were trying to avoid physical labor, given the history of their rather tortuous, laborious sojourn in "America the Beautiful", office workers were in abundant supply. Madame therefore considered Alice Kelly, her formulator, more valuable because she could not be as easily replaced, as could one of her office girls. Madame did not, however, anticipate the battle that ensued as a result of her decision:

"I have had that plan in my head for some time about putting my business on a cooperative plan and thought that I was doing a big thing when I went home and raised everybody whom I thought worthy of a raise, but it seems that I have brought more condemnation upon my head and more confusion among the help than anything else. So I shall reconsider my action as to the plan and then there'll be no more need for anybody watching."

Madame also warned that if the battling from one employee to the other did not stop, Ransom was to fire everybody, save Alice!

She even went so far as to threaten to fire her own grandmother, who apparently, was also upset

over Ransom and Miss. Kelley's pay raises. Regarding her grandmother's attitude towards her two key employees, Madame wrote the following firm directive to Ransom:

"I will not retain grandma or anyone else who are hostile to either of you; for it is also lately impossible for you to carry on my business as it should be, with all this confusion –I would rather you pay grandma $5.00 per wk. and let her stay home; for I do know she has the vilest tongue of any woman, except Mrs. Powell, I have ever come in contact with. If she does not stop talking-I am going to fire her myself without giving her anything."

Perhaps these "in-house" conflicts were designed to prepare Madame for the more challenging controversies yet to come her way. It was in late 1917 when Madame decided to place her hair goods in the drug stores.

Yet it was this new business plan which brought forth the greatest criticism of Madame to date; however, on this issue, Madame refused to back down, though both Ransom and Lelia were in disagreement with her view, and the Walker agents, the backbone of her distribution network, were her main critics.

Notwithstanding, after trying to satisfy the agents at every turn, Madame had concluded that satisfying the agents was an impossibility. Forced to defend her position, Madame presented the following argument to Ransom:

"At first each one objected to me selling the combs except to agents and I stopped that. Next they objected to people handling the goods other than agents, then to the drug stores selling it at cut-rate prices. I have complied with all their demands to date, but I do not think it fair to me to go any further....The twenty-five dollars they paid to learn the trade was not to give them a monopoly on handling the goods but rather to enable them to make more money in addition to that made from selling the goods. If they did not put so much stress on the treatments of the hair and would push the sale of the goods more, they would find themselves making a great deal more money...."

"If they realize that it takes from one and one half hours to three hours to do a head for which they are paid from fifty cents to one dollar, when they could sell two or three boxes of preparation in that time if they would only put forth the effort...another point...to bring out emphatically to the agents is that many of them have adulterated my goods and in many cases claimed that I taught them to make the goods and had learned my secret. The public appealed so constantly for me to put the goods within their reach claiming they did not buy from agents in their localities because of adulterations. These conditions made me decide to put the preparations in drug stores."

It was at this point that Madame revealed to Ransom her idea to establish a loan association, to make it possible for the agents to have better homes. But it was the final statement of her argument, which not only had the greatest impact on her agents, but also revealed Madame's unwavering resolve, and the spirit underlying her entire life's work:

"My one desire is to help not only my agents, but my people generally. If they allow these people to hood wink them making them believe that I am not interested in them in order to take other methods, they will simply be catching the shadow and losing the substance."

As was the case with Madame's factory and office employees, few employers of "Negroes" existed, which were willing to pay these "shadow catchers" as much money as they earned with Madame's program, and yet, very little gratitude was shown for Madame's efforts. Instead, Madame was forced to ward off their blows of faultfinding, and disapproval, defending her own character, and at times, hitting back.

Responding to an anonymous letter written by one of her detractors, Madame rebutted, "I am but one person and it is impossible for me to please all my ten thousand agents. I feel that if you would get on your knees and pray a little you would not have so much to complain about. I feel as though God used me as an instrument to help my people. I have made it possible for you and thousands of others to live easily and independently. Then like a poisonous reptile you sting the hand that gives you bread. If I am not practicing what I preach the fault is in the head and not the heart, for I truly try as best I can to live a true Christian life. I do unto others as I would have them do unto me."

So we have the ex-husband C.J. Walker, Madame's ever-present nemesis, her "spend happy" daughter Lelia, the worrisome Louvenia (perhaps even a bit jealous-hearted), the hostile tongued grandmother, other needy family members, ungrateful employees, spoiled and ungrateful agents, and an ever expanding manufacturing company, all applying pressure to Madame. Alas, how much bread can one hand give? How many blows can one head take? How many burdens can one heart bear?

And how much poison does it take to kill a Legend?

Harper Lee once wrote that to kill a mockingbird was a sin. Imagine how much more a sin, to kill God's Grace.

"...nevertheless, not my will, but thine be done."

(Luke 22:42)

Chapter 3
My Will Be Done

A myriad of responsibilities would weigh heavy on any soul. When coupled with numerous difficulties and unique challenges, these responsibilities could then become too heavy a burden for even the best of souls to bear.

Such was the nature of the burdens borne by Madame's soul. Yet so driven was Madame to help her people, that often times she ignored her bodily signs of fatigue, and her doctor's instructions to rest. What's more, as if overseeing the largest Black owned hair care manufacturing company in the world was not enough work, during the years of 1916 through 1919 -the year of her death- Madame became more and more politically active, gaining almost as much national attention as a civil rights fighter, as she had gained as an entrepreneur.

Only twice during that time frame did Madame heed the advice of her doctor and loved-ones to take a much needed rest. In late 1916, she visited the Hot Springs of Little Rock, Arkansas wherein she embarked upon a detoxification ritual, which included a strict vegetarian diet. Madame's own words attested to the results: "I am feeling better than I have felt for years. I have taken off about twenty pounds of that superfluous flesh, and am looking very sylph like." Approximately one year later, Madame Walker made the decision to visit the Battle Creek Sanitarium, in Battle Creek, Michigan, giving the following explanation to Ransom: "Yes, I am leaving to-morrow night without fail for Battle Creek. I have come to the conclusion that I must go. I have not felt well for several days. I think it is owing to the fact that I have gone back to meat."

Here again Madame allowed herself a well deserved and much needed sabbatical. It should be noted, however, that while Madame did in fact give her body some relief, her mind never rested, for she continued writing letters to Ransom, informing him of her future plans and activities, and instructing him on how best to implement her new business ideas.

After visiting President Wilson, Madame had continued to voice her anger against lynchings, giving fund raising speeches all over the country on behalf of the anti-lynching fund established by the NAACP. The NAACP reports that over one thousand Blacks were lynched between the years of 1900 through 1930. Some reports indicate that on average, a Black was lynched every other day during that time period. Historian Rayford Logan called this period the "nadir" of African American history.

As if in defiant mockery of all that Madame had worked and sacrificed to establish, the summer of Madame's passing over is known as the Red Summer, due to the number of bloody race riots which took place in America's cities. Epitomizing the level of brutality inflicted against Blacks is an incident, which occurred on Chicago's south side, July 1919. A mob of Whites dragged a pregnant Black woman from a streetcar, hung her from a light post, and disemboweled her, "as a cheering crowd witnessed the removal of her unborn child."

Is it any wonder why Madame had been so compelled to speak out against such barbaric acts of

cruelty inflicted upon and borne by her people?

Madame Walker also spoke in the interest of the National Association of Colored Women or the NACW, obliging to be the guest speaker of their annual convention held in Denver, Colorado, July of 1918, per the request of Mary B. Talbert, President of the NACW, and Madame's close friend. In a letter dated March 26, 1919, Madame had also expressed her support for a "reconstruction program for the Colored women" that was to be the topic of discussion of a planned meeting to take place in Chicago later that year.

Additionally, she supported lesser-known groups such as NERL (National Equal Rights League) founded by William Monroe Trotter, and I.L.D.P (International League of Darker Peoples), an organization which Madame co-founded with other vocal blacks namely, Adam Clayton Powell Sr., Marcus Garvey, A. Philip Randolph, and Monroe Trotter, all of whom held views which were considered far from "mainstream", more "radical", and therefore, lesser known by design. Some writings suggest that this organization was almost wholly –if not entirely- funded with Madame's money.

As Madame's association with these so-called radical groups became more involved, her relationship with F.B. Ransom became more strained; Ransom was highly opposed to Madame's association with ILDP, due his very low opinion of this organization's founders. He advised Madame that her influence with the Black race would be lessened, and her reputation cheapened "by becoming identified with too many people of known intellectual limitations, of fanatic ideas, who are striving selfishly or otherwise to place some kind of propaganda before the public." Apparently, Ransom, perhaps due to his own educational background, held a rather intolerant view of any organization not headed by what would have been considered the higher echelon of the Black race, namely lawyers and doctors, and any other type of Black professional with a degree from some institute of "higher learning".

Perhaps Ransom thought that Madame's own success was somewhat of a fluke inasmuch as she had managed to accomplish what the "educated" Black had not even attempted, with only a third grade level education! Though Madame was technically Ransom's boss, the tone of his letters to Madame wherein he expressed his adamant disapproval of I.L.D.P. was, to put it mildly, rather condescending towards Madame and to the officers of I.L.D.P.

In a letter written to Madame on January 25, 1919, less than four months before Madame's death, Ransom had this to say of Madame's friends, Rev. Jonas, Louis George, and Isaac B. Allen respectively:

"...I would not be identified with any movement with which the Rev. Mr. Jonas or Jonas the Prophet had anything to do...In addition to his being a nihilist he is a fanatic, a petty grafter who seeks to gain his livelihood by appealing to the Negro on some phase of the Negro problem that will cause them to back him or support him in some impractical propaganda. He was in the city almost a year ago and was in jail about as often as he was out, finally started some kind of co-operative store among the Negroes.... When I say among the Negroes, I wish to qualify that statement as no one had anything to do with him save the extremely worthless and ignorant part of the population of this city."

"I notice the name of Louis George as Managing Director, a very high compliment to his ability...I regard Mr. George as possibly a well-meaning harmless young man, but anybody who knows him at all, knows that he has no executive ability, that he has no power of concentration, that he is incapable of sustained activity along any one given direction, that he would be a willing tool in the hands of schemers and any organization with Louis George as Managing Director might progress but it would move in a circle. It appears to me that his utter failure in the matter of The American Magazine in which he was spending money lavishly and did not know he was spending it and was doing absolutely nothing, but did not realize it and who would have spent $25,000.00 had he not been stopped..."

"Leaving Mr. George for the time being I note the name of Isaac B. Allen. I think he is the Allen that is the petty politician, the liar, and the grafter, a man who lives by getting someone else to foster something that will enable him to get by easy....He is the man who always has some "get rich quick" scheme up his sleeve."

How Madame had ever managed to build an economic empire, given her rather poor judgment of character, only God and Ransom may know! Nevertheless, her skills at diplomacy were rather adept, as evidenced by her response to Ransom:

"Have just received yours of the twenty-fifth...I am very much hurt over your opinion of the International League and am sorry now that I had anything to do with it. And while I think the world of Louis, I said as much when I found that they had made him the Business Manager, that it was a mistake, as I know Louis is not a businessman. Tho' since he had been elected, I thought we would make the best of it. As to Rev. Jonas-I am so sorry to hear these vilifications, as truly he impressed me as well as others that he is a very conscientious man. And to his jail experiences, it appears to me that he has been more of a martyr than a villain. One thing I must say of him here. He has not gotten a cent out of it but on the other hand has put more than $600.00 in it. He has defrayed the expense of most of the advertising. His wife seems to be a woman of means and says she is willing to spend every dollar she has got to help him in the interest of the Negro, as she too is looked upon as a fanatic, in regards to Negroes. She belonged to a colored church and would not go with white people because of their unfair treatment to Colored people. And she impresses one as being an honorable, straightforward woman. From what I can learn from Mr. Allen and also from the pastor of his church, Rev. Haynes, Mr. Allen is not the grafter you think. Of course he is a politician, but he seems to be an honorable one.... I assure you Mr. Ransom that I shall not connect myself with another thing of this kind, but since I am in it I pray that it will not be the inglorious failure that you predict."

So we see that while Madame refused to disassociate with the I.L.D.P.-which was of course Ransom's keen desire-she conceded that some of his observations were valid, while simultaneously offering him a different point of view regarding the character of the I.L.D.P. officers. Madame recognized the zealous tone of Ransom's letter, and no doubt understood the potential rift in her business relationship with Ransom, was she to vehemently oppose his counsel. Though technically Madame could do as she damned well pleased, she was cognizant of Ransom's value to her business operations, thus the need for tact.

Eventually, Madame would in fact resign from the I.L.D.P.; however, her decision to do so had nothing to do with Ransom's low opinion of her friends, but rather his wise advice pertaining to her business' vulnerability. Madame was becoming aware of the forces in "high places", namely the United States Government, which could (and in fact did) ill-affect her ability to do business, by applying pressure in the form of taxes, and other government "red tape". Ransom had reminded Madame that she, unlike the other I.L.D.P. and NERL members, had a very large business, which could be "circumscribed and hampered". It must be clearly understood that Madame's influence over the Black community was significant, and her stance on civil rights issues was quite formidable; in other words, she was stirring up the proverbial "hornet's nest" by putting her money where her mouth was, and the U.S. Government would not sit idly by, allowing Madame to spark a revolution.

Clearly, this matter was not the first wherein Madame and Ransom had vocalized opposing views; however, it was the first matter on which Ransom had expressed his opinion so forcefully, and it was this issue which dramatically brought to fore the vast difference of spirit between Madame and Ransom. Madame, though she had accomplished what had been considered impossible, nevertheless maintained a very humble demeanor, and she was not inclined to judge the character of an individual by superficial standards.

Furthermore, Madame was fiercely determined and unafraid to champion the cause of her people, and was not controlled by what would be considered "politically correct", or "socially acceptable".

Ransom, on the other hand, seemed rather impressed with himself, presumably because of his law degree, and was rather harsh and cold in his assessments of an individual's character-character which he measured by the most shallow of all criteria: educational background and social status. Not only so, but Ransom seemed more concerned with staying in the "good graces" of Whites, and the "talented tenth" Black population. He was not willing to risk all for the betterment of the race. Frankly, Ransom simply did not seem to have the self-sacrificing love for his people with which Madame was endowed. However, to be fair, Ransom's cautiousness was also related to his understanding that it was Madame's business that enabled her to provide the platform and quite frankly the money by which she was able to voice the grievances of Blacks as it related to their civil liberties, and thus, her passion in this area placed her business at risk.

As Fate would have it, Ransom's highly critical statements concerning the managerial skills of Louis George would later come to haunt him, once his own managerial skills were put to the test after Madame's death. Had Ransom drawn the erroneous conclusion that his law degree equipped him to steer Madame's company better than she? Did he allow himself to be fooled into believing that if Madame, an uneducated woman, could build an economic empire, then, he, the educated male that he was, could in turn accomplish even more than the "unlearned-she"?

Though Ransom gave Madame kudos by conceding that she was the "greatest business genius" of her race, the condescending tone of his letters nevertheless persisted whenever the subject of I.L.D.P. and its officers-especially Louis George-was broached. In fact, in some instances, Ransom's "advice" was blatantly demeaning towards Madame, especially his advice regarding Madame's codicil.

Madame had desired to modify her original will of 1917 and had therefore undertaken the task of writing a codicil. She began drafting the codicil in late 1918, with Ransom's assistance. Due to her affiliation with I.L.D.P., and her growing friendship with Louis George, Madame had decided to name Louis as one of the trustees of her trusts, which were to be established upon her death, and she had listed I.L.D.P. as beneficiary of a monetary donation. Needless to say, Ransom was highly displeased with Madame's decision, and he had no qualms in pointing out to Madame her lack of sound judgment, and abundance of faulty reasoning, as it pertained to her desires concerning *her* money:

"With reference to the codicil, you named Louis George as one of those to have charge of trust funds. It evidently did not occur to you that Louis has not the capacity for such a position, not that it will reflect on him, but it will most certainly reflect on you. People who know him know his limitations and will laugh at you thinking that you did not know any better. When people name persons in wills they select their equals, the best to be had, people who stand out because of their ability to do things, people of proven ability. That's how the custom obtains to leave such matters in the hand of lawyers, banks, and trust companies, because of the doubt of the ability of a mere layman wisely handling large sums of money...my other objection was your leaving money to the League. In wills people only remember established institutions, of standing and of proven worth. Never to an organization in the mere making of the organization, you don't know now whether it will turn out a blessing or a disgrace."

It evidently did not occur to Ransom, that had Madame been mindful of her own "limitations", she'd still be a washerwoman rather than the business genius she somehow turned out to be! It also, evidently, did not occur to Ransom that, given all that Madame had accomplished, in spite of her limitations, anyone who chose to laugh at Madame for any reason at all, would in all truth be the fool! Moreover, it evidently did not occur to Ransom that Madame had no equal! Why should she who set the precedence, be mindful of custom? Custom would have dictated that Madame, being the uneducated, "Colored" daughter of ex-slaves that she was, not even dream to live in a mansion, much less a mansion juxtaposed between Rockefeller and Jay Gould! As for "established institutions of standing and proven worth", how many of these organizations became that way, without money donated to them first? How many Black organizations became that way without Madame's money?

Had Ransom been so blinded by Madame's light that he failed to see the miracles achieved? Had he not witnessed how Madame, with only enough "dough" to purchase "five loaves" had fed multitudes? The very ones, I might add, for which he held such disdain? Had Ransom ever wondered whether his own success would have been so notable, had not Madame given him a chance? After all, custom dictated that if you were "Colored" and you needed an attorney, you'd choose someone white, or at the very least, a "well established" Colored attorney-certainly not one fresh out of law school, as Ransom had been when first employed by Madame.

Discussions between Madame and Ransom regarding her codicil continued, and Madame's codicil was completed on April 29th, 1919, a mere twenty-six days before her death. It is not known how aware Madame may have been at that time, inasmuch as she was very ill, and her daughter, Lelia, was "conveniently" in South America. It is known, however, that the codicil was ill-written -Ransom being its author- and in many ways contradicted, or obscured the intentions of certain

sections of the original will.

Consequently, upon Madame's death, the named executrix of her estate, Lelia, submitted a petition for the Marion County Probate Court to interpret or construe the meaning of Madame's ambiguous will and codicil.

Matters were further complicated when a "gentleman" by the name of John H. Davis also filed a petition with the Marion County Probate Court, claiming that he was Madame Walker's true husband, and therefore entitled to half of all that Madame owned. Rather than become engaged in a lengthy and costly legal dispute with Mr. Davis, Lelia Walker Robinson Wilson (Madame's daughter had herself married twice), settled the dispute by paying Madame's alleged husband $32,500.00, quite a large sum in 1920!

Although the large payment seems to suggest otherwise, Mr. Davis' claim had no real merit. Lelia maintained that all of Mr. Davis' allegations were false. Correspondence between F.B. Ransom and a St. Louis attorney by the name of Silas E. Garner, suggests that there had in fact been some type of relationship between Madame and Mr. Davis; Ransom had apparently contacted Mr. Garner in order to acquire a clear understanding of Missouri law. Mr. Garner made the following statements relative to this issue: "It is the law of Missouri, that if, a husband deserts his wife or goes or lives away in adultery, he cannot inherit from the wife. It is also the law of Missouri that where the husband makes it so disagreeable that it is impossible for his wife to live with him in any degree of satisfaction and peace, that, if she leaves under those circumstances that will be the equivalent to his deserting her and not her deserting him."

Mr. Davis had alleged a completely opposite scenario; he had claimed that on August 11, 1894, in the city of St. Louis, he married a Sallie McWilliams (McWilliams being the last name of Madame's first husband), whom he claimed was in fact Sarah Walker, also later known by the business name of Madame C.J. Walker. Mr. Davis further alleged that this Sallie McWilliams Davis, his wife, abandoned him -through no fault of his own of course- and "went away in adultery with Charles J. Walker pretending to be his wife continuously for many years and without the bonds of matrimony contracted..."

Mr. Davis' claim to Madame's fortune was based solely on the alleged fact that he was her husband and therefore entitled to half of all she owned, according to Missouri law; he made no claim that he in any way helped Madame build her business and subsequent fortune. One can therefore conclude with certainty, that Mr. John H. Davis was indeed an opportunist of the worst sort. Perhaps it was men such as Mr. Davis, who caused Madame to once write that she had "positively steeled" her "heart against all men."

After the resolution of Mr. Davis' petition, the Probate court then interpreted the intended meaning of several questionable items of Madame's will and codicil:

The Probate court ruled that all money gifts bequeathed by Madame in her will and codicil, as well as all her debts, were to be paid by the executrix, from dividends to be declared on the stock of the Manufacturing company, and from any money Madame had deposited in her bank at the time of her death.

As for the one thousand shares of stock of the Madame C.J. Walker Manufacturing Company, Madame Walker bequeathed one-third of the stock to her daughter Lelia, of which she was to have absolute ownership, free and discharged of any other claims or demands. The other two-thirds stock-per Madame's instructions-were to be placed in a trust, over which there were to be five "colored" trustees, three of which, Madame named in her codicil. The three trustees named were Lelia Walker, Freeman B. Ransom, and Robert L Brokenburr; both Ransom and Brokenburr had been struggling attorneys when Madame first met them, and eventually, they became her General and Assistant mangers respectively. The two additional Trustees approved by the court were Mae Robinson, the "adopted" daughter of Lelia, and Faburn E. DeFrantz.

The Trustees were to manage the Trust, the corpus of which would be the two-thirds stock in the company. Any net earnings of the company-the dividends-were to be placed "into two separate and distinct trust funds of $100,000.00 each, the same to be **wisely invested** and the proceeds of one to go for the use and benefit of worthy charities, the proceeds of the other for the maintenance and upkeep of....Villa Lewaro", as a monument to Madame's memory.

As for Villa Lewaro, the beautiful mansion was bequeathed by Madame Walker to her daughter, Lelia; Madame stated that it was her "express wish and desire" that her daughter occupy this home her entire life. Madame also stated in her will, that upon her daughter's death, Villa Lewaro, and the trust fund set up for its maintenance and upkeep, was to be turned over to the NAACP, or some comparable organization.

All other real estate owned by Madame (not otherwise disposed of), was also bequeathed to Lelia, after whose death, the same of what remained, was to be held by the five trustees for the purposes for which the charitable trust was created, and with the trustees having full discretionary power as to the final disposition of the real estate.

All of the personal property known to belong to Sarah Walker was also bequeathed to her daughter, Lelia.

But what of the establishment of an industrial and mission school on the continent of Africa, a goal which Madame had described as "all absorbing"? Contrary to an incorrect report, Madame never abandoned or gave up her personal effort to build this school; she had merely solicited the aid of others to expedite her mission. Since no such school had been established before Madame's death, and no specific beneficiary had been named, and inasmuch as all stock in the company had been distributed, Lelia, as executrix, had petitioned the Probate court to clarify her duties pertaining to the execution of Madame's will on this matter.

The Probate court ruled that Madame Walker meant and intended by her will "to bequeath to the trustees in said will and codicil thereto, ($10,000.00) ten thousand dollars to be by them used in establishing an industrial and mission school on the continent of Africa, in addition to which she, by said item bequeathed to them all shares of stock of every kind of which she died possessed **not otherwise disposed of in said will and codicil** for the support to said school and that no obligation rests upon the executrix in relation to the establishment of said school or support thereof."

Essentially the Probate court confirmed that Madame Walker had bequeathed $10,000.00 and any stock not already given away (of which there was none), for the establishment of this school, yet it removed any responsibility of the executrix to insure that the school actually be established.

Was it to be understood that the Trustees, to whom the $10,000.00 was to be given, were to see to it that the school be built? Or was it to be understood that though Madame Walker wrote that she was "exceedingly anxious" to build this school in Africa, and had put aside money to affect the accomplishment of the same, the Trustees had no responsibility to ensure the actualization of Madame's desire? What about the modern homes which Madame Walker had been so anxious to help her race acquire? What of the Loan Association of which she had spoken just one month before her death?

Notwithstanding the Probate court's interpretation of Madame's will and codicil, it is clear that Madame Walker had a great love and sense of duty towards her race, and that she desired her life's work, the Madame C.J. Walker Manufacturing Company, and the fortune earned through it, to be used in such a manner after her death, as to affect her race's upliftment. How often had Madame said, almost as though it was a mantra, "I am praying that we as a race will soon come into our own"? It has been reported that even at her deathbed, Madame Walker said, "I want to live to help my race." The placement of two-thirds of her company stock in a charitable trust, not to mention her entire life's work, bore witness to the sincerity of her statement.

It is also clear that Madame Walker had intended to ensure that her daughter Lelia be well cared for, by means of the company's continued success, in view of the fact that a portion dividends from the company's annual earnings were to be placed in a trust fund, specifically for the maintenance of Villa Lewaro, Lelia's future home, and one-third of the company stock was bequeathed to Lelia personally, to insure her continued financial stability.

And so, Sarah Walker's will was written, but was Madame C.J. Walker's will done?

"Occupy till I come."

(Luke 19:13)

Chapter 4
A Matter of Trust

The Trustees of the Sarah Walker Trust were made subject to certain duties and responsibilities as dictated by the will and codicil of Madame Walker. Essentially, the Trustees, in their fiduciary capacity, were the legatees of the trust, or its beneficiaries, those to whom Madame Walker had bequeathed her legacy.

But for what purpose? What was the reason or reasons for which Madame Walker had placed two-thirds of her business' stock in a trust? According to her will, the trust was established to fund the upkeep and maintenance of Villa Lewaro, to benefit worthy charities, to help Blacks acquire homes, and to establish an industrial and mission school on the continent of Africa. Yet, in order for these goals to be accomplished, the foremost reason for the establishment of the trust would of necessity be, to perpetuate Madame's business, the Madame C.J. Walker Manufacturing Company.

Madame Walker's business of manufacturing and selling hair care preparations was her life, and the foundation upon which her legacy rested.

Truth is, her business success *is* her legacy:

It was Madame who had formulated her own toilet and hair preparations, tonics, glosses, and growers for use by her race; it was Madame who had peddled her formulations from house to house, and from town to town, through the dangerous South, and even to the far West Indies. It was Madame, who had held public meetings in churches, lodge halls, and such, and who had put on demonstrations, engaged agents, taught and trained them in the methods of application, and use of her wares, and who had obtained their orders.

It was Madame who had adopted the name and persona of Madame C.J. Walker, for the use and success of her business. It was Madame who had envisioned Walker Manufacturing and Walker College. It was Madame who had written hundreds of letters on a monthly, weekly, and even daily basis, to her manager, F.B. Ransom, instructing him on all her business decisions and wishes to be executed.

Madame Walker had thought to place her system of hair care in Black colleges all over the United States. Madame Walker had thought to advertise in Black newspapers, and to have slides made for her use in her presentations. Madame Walker had thought to place her products in drug stores. Madame had thought to give away prizes and other incentives to her agents, during the National conventions, which she organized.

Eerily prophetical, Madame Walker had even planned a magnificent song and lecture *farewell* tour in late 1916. This concert tour was to feature Madame Walker and Mme. Sissieretta Jones, whose stage name was "Black Patti", "two of America's greatest women," according to Mr. R.G. Doggett of R.G. Doggett's Music Bureau. Madame had written to Mr. Doggett to request his assistance

with this one-of-a-kind publicity campaign, which was designed to benefit other black-owned businesses besides Walker Mfg.

Ultimately, it was Madame, who, for the economic and social advancement of her people, had dedicated her life to the success of her business. Verifying this truth, Mr. Doggett's letter written to Madame –"America's Miracle Woman"- while on her Hot Springs sabbatical reads, "I have watched with growing pride and great interest the good and glorious work you are doing for the uplift and inspiration of the race."

Would those in whom Madame had placed her trust, the Trustees, demonstrate the same drive for success, the same self-sacrificing spirit, dedication, and vision, towards the business for which Madame had devoted her life? Would they make the success of the business a priority? Would they make decisions that were in the best interest of the business? Would they be willing to **personally** accept the risks of business, as all true entrepreneurs must? Most importantly, would the Trustees then use the funds earned by the business for the purposes for which the trust was established?

Were the Trustees truly Madame's equals, the best to be had? Had their abilities been proven?

All of the five Trustees of the Walker Trust were also at some point officers of the company; it may be that Madame Walker desired for those who had experience with her business to be its "care-takers". However, with the officers of the company, and the Trustees being one and the same, if the company (corpus of the trust) were to be mishandled, who would say? The Trustees were obligated, by virtue of their fiduciary duty, to put the **best** interest of the Trust before their own; furthermore, care would need to be exercised by the Trustees to ensure that their own property was not commingled with that of the Trust.

One would have hoped that Lelia, Madame's daughter, would have taken up where her mother left off, so to speak, but such was not the case. Unfortunately, Lelia did not exhibit the same work ethic as her mother had, and to be frank, Lelia was known to have been somewhat of a party girl. Nevertheless, who's to say exactly why Lelia made the choices she made, as undoubtedly, she missed her mother terribly, having instantaneously inherited an enormous legacy upon Madame's passing. Moreover, Lelia's main interests were in the arts, music, poetry and such, rather than manufacturing and selling hair goods.

Quite obviously, it was, however, the manufacturing and selling of hair goods, which supported Lelia's other interests, and her lavish expenditures which, as has been stated, were already problematic. This is not to suggest that Lelia did not contribute to the company's success at all, but it is certainly to say, again, that there was no fair exchange; Lelia's excessive spending far outweighed any benefit she provided to the company. Madame C.J. Walker manufacturing was not the labor of love for Lelia as it had been for Madame. Lelia was not Madame's equal in this respect.

What of the other trustees?

Freeman B. Ransom had become Madame's full time General Manager in January of 1919. Until that time, Mr. Ransom had maintained his own private legal practice, freely advising Madame Walker on legal matters in exchange for room and board. Madame had relied heavily upon his

skills as it pertained to bookkeeping, and the management of her financial records. A decent accountant, and attorney, F.B. Ransom was nevertheless, no entrepreneur. Though Ransom himself apparently thought otherwise, he was not Madame's equal, by far.

Likewise, Mr. Brokenburr, the assistant general manager, lacked the entrepreneurial skills and vision of Madame. In fact, he, unlike Ransom, never gave up his private legal practice. Mr. Brokenburr later became the first Black to be elected to the Indiana State Senate where he served four terms. Politician? Yes. Madame's equal? No.

Mae Robinson, as you may recall, was the adopted daughter of Lelia; she provided no known value to Madame's company, and one must assume, as the records seem to indicate, that Mae was chosen as a trustee, and later MCJW Company a officer, solely because she was Lelia's adopted daughter, her role in the company being mainly ceremonial. Not Madame's equal by far, it appears that as far as Madame was concerned, Mae was also not her granddaughter -regardless as to what she was, or was not, to Lelia.

Madame's original will of 1917 had made no mention of this "granddaughter", who was reportedly adopted 5 years prior in 1912; though her 1919 codicil did provide that $10,000.00 be bequeathed to Mae, Madame did not refer to Mae as her granddaughter. This is significant because, in every other instance in both Madame's will and codicil, each family member to whom Madame had bequeathed money, was referred to as such. For instance, Madame naturally referred to Lelia as, "my daughter", Louvenia as "my sister", Willie as "my nephew", Thirsapen as "my niece" etc.... She even referred to her Godchildren, little Frank Ransom, and Hubert Ross as such. Yet Mae Robinson was simply Mae Robinson. Although ten thousand dollars was quite a large sum, Madame bequeathed just as much to both of her Godchildren. What's more, Madame had directed that all real estate, which had been bequeathed to her daughter Lelia, ***revert back*** to her Estate in the event of her daughter's death, rather than to be passed down to Mae. Villa Lewaro was to be turned over to the NAACP, in the event of Lelia's passing. If Madame Walker had truly considered Mae to be her actual granddaughter, then why would she not want the Mae to inherit what had been bequeathed to Lelia? Perhaps it had something to do with the fact that Mae's actual biological grandmother was very much alive when Mae was adopted by A'Lelia; in fact, she may have out-lived Madame Walker.

As was the case with the others, Faburn DeFrantz, the last of the five trustees, had numerous responsibilities which were not at all related to the "hair growing" industry started by Madame. Mr. DeFrantz had come "to Indianapolis in 1913 to serve as the physical director of the local YMCA", an organization, as you may recall, that Madame had supported quite generously. By 1916, Mr. DeFrantz had been promoted to Executive Secretary of the YMCA, a position wherein he served for the next 30 plus years. He also served as a board member for another local organization known as the Flanner House, and later, he would serve as a Trustee of Howard University until his retirement in 1957.

In summation, the fact that none of the Trustees were the "best to be had" -much less Madame's equal- would later manifest itself, clearly and indisputably, for there was a two-fold problem regarding the Trustees and Madame's legacy of which they were made beneficiaries: skill and will. In other words, although Madame was considered "uneducated", she had an innate sense of

business know-how and entrepreneurial vision and timing; this was coupled with an uncanny drive and work ethic for financial success which was fueled by her love for her work of manufacturing and selling hair goods, which itself was fueled by her love for her people in general.

On the other hand, the Trustees, though educated, were not businessmen and women-at least not in the area of manufacturing and selling hair goods-and each had diverse passions not at all directly related to the perpetuation of the Madame C.J. Walker Manufacturing Company, much less Madame's visions.

Thus, the Walker Company was used as more of a launching pad, and "cash cow" for the Trustees' personal endeavors, rather than a means by which, and through which, Madame's will, could be accomplished. In time, Madame's vision and spirit would become obscured ideas, eventually to be buried underneath a building bearing her business's name, and misrepresented by those claiming to be her relatives. The company founded by America's Miracle Woman, would need a miracle indeed, to recover from the death that was to come.

DRAFT

"Come on, let us deal wisely with them...Therefore they did set over them taskmasters to afflict them with their burdens."

(Exodus 1:10-11)

Chapter 5
Taxation Without Representation

1910 marked the year that Madame Walker moved her business to Indianapolis, Indiana; she did so mainly because of the city's central location, a feature very important to her due to her extensive traveling; all major train routes intersected in Indianapolis, thus its nickname as the "Crossroads of America." Aside from this benefit, in general, Indianapolis was not a very friendly place for Blacks, given its history.

From 1816 when Indiana was first formed, through 1869, Indiana's State Legislature passed several "race laws" or "black laws" that were designed to discourage Blacks from settling in the state. These laws ensured that Blacks were kept in a subordinate status, by stripping them of the most common of rights. "Negroes" were not allowed to testify against whites, or to testify in court period. Interracial marriages were prohibited, and Black children were barred from public schools. In 1851, the Democratic Party majority, unanimously adopted Article 13 as part of the state's second constitution. This measure not only barred free Blacks or mulattoes from coming to or settling in the state, but it also levied fines against anyone who employed Blacks, or encouraged them to stay in Indiana. Moreover, the Article provided that these fines were to be set aside in a fund designed to finance the return to Africa of those Blacks who were already Indiana residents!

Article 13 was eventually declared void by the State Supreme Court as it was naturally found to be at variance with the thirteenth Amendment of 1865, as well as other federal civil rights legislation. Once the Republican Party gained control of the Indiana General Assembly in 1866, most of the black laws were repealed, and the Fourteenth and Fifteenth Amendments to the United States Constitution were ratified by the Indiana General Assembly, though the Indiana Democratic Party fought aggressively against all amendments. The Democratic minority took their usual white supremacist position, stating that, "the government of our State was made by and for the use of the white race."

Although the 13th Amendment had abolished slavery, or involuntary servitude, the Civil Rights Act of 1866 had granted Blacks citizenship and equal rights, the 14th Amendment had guaranteed all U.S. citizens due process and equal protection under the law, and the 15th Amendment had granted Black males the right to vote, not much changed ***materially*** for Blacks in Indiana. Between the years of 1880 and 1896, only four Blacks were elected to the Indiana General assembly. By 1900, the Republicans no longer needed to court the Black vote to carry the state; therefore, no Black would be elected to the Indiana General Assembly again, until 1933. During this thirty-three year span, Indiana would become a haven and stronghold for the Ku Klux Klan. In fact, the KKK had so strong of a hold in Indiana politics, that the 74th General Assembly of 1925 was known as the Klan session, due to the large number of lawmakers who belonged to the Klan order.

Amidst this hostile atmosphere of "heightened chauvinism, suspicion of foreigners, and anti-Black rhetoric," Madame C.J. Walker built her empire. Initially, she purchased a house located near downtown Indianapolis at 640 N. West Street, adjoining which was her factory and laboratory.

Later, in 1917, Madame Walker decided to erect a new building for her business, and for this purpose she purchased land located at 646-48-50 N. West Street, very near her original factory; plans and specifications were drawn for the building to be erected on this site, but before construction could commence, Madame passed.

Unfortunately, plans to build the new factory were not revived until late 1926 owing to the complications that had arisen in construing Madame's will; these difficulties were compounded by the Walker Company's problems with taxes. Even prior to Madame's death, taxes had burdened her company. In fact, the Madame C.J. Walker Manufacturing Company suffered gross injustices by the hands of the federal government's Bureau of Internal Revenue.

Let it first be said that given the fact that Blacks had been "freed" from chattel slavery in 1865 (a mere thirty-five years prior to Madame's entrepreneurial genesis), without money, education, or the promised "forty acres and a mule", they should have been exempt from all forms of taxation -at least temporarily- until an equal economic footing could have been established and maintained by them.

To no surprise, such mercy was not to be extended by the United States Government. This was, after all, the same government that had reneged on General William Tecumseh Sherman's Special Field Order #15; this was the order that had provided forty-acre tracts of captured land along the Atlantic coast, from South Carolina to Florida, for 40,000 former slaves. Congress had even gone as far as establishing the Freedmen's Bureau, in March of 1865, to oversee the distribution of the land; however, President Andrew Johnson reversed the "forty acres and a mule" provision, ordering the Freedmen's Bureau to return the land to the pardoned Confederate landholders.

With this in mind, is it any wonder or surprise that the Bureau of Internal Revenue exercised a rather merciless policy towards Madame's company? In a tax appeal prepared on behalf of the Walker Company, F.B. Ransom states: "This Corporation feels that it is practically remaining in existence for the purpose of making money to pay taxes to the government."

For the years of 1917-1920, Walker Manufacturing paid a total of $314,209.24 in Federal taxes, a figure –according to Ransom- representing over 50% of its total net income; this figure did not include a balance of $19,525.11 in federal taxes still owed by the Walker Company; nor did it include the State and County taxes of the corporation –not to mention Madame's personal income, State and County taxes.

Ironically, Madame had incorporated her business in 1911 for the express purpose of adding an air of prestige and legitimacy (from an advertising standpoint), thus giving her an advantage over her competitors; however, as it pertained to taxes, incorporation worked to Madame's disadvantage. Had Madame continued to operate her business as an individual ownership, rather than a corporation, the taxes would have been considerably less.

The Revenue Bureau did not take into consideration many of the costs incurred by Madame in the course of generating revenue for her company. For the most part, Madame Walker, even after incorporation, still ran her business as though it were her own individual affair. From the time of its incorporation in September of 1911, up to and through the year 1917, Madame Walker spent

practically all of the money taken in from her business –except for living expenses- on traveling continuously over various parts of the United States, as well as the West Indies, building up her business by an original method of advertising.

It was a very expensive proposition for Madame to obtain agents, and create a demand for her products. It was sometimes necessary for her to make two or three trips to one city, in order to establish her business. In addition to renting halls and churches, Madame gave away samples of her goods, again for advertising purposes.

During the years of 1913 and 1914, Madame Walker was away from Indianapolis about thirteen months, during which time, with two assistants, an interpreter, and a chauffeur, she canvassed very thoroughly by automobile, Jamaica, Panama, Cuba, and other West Indian Islands. Madame engaged in this type of rigorous routine, from 1910 up to the time of her passing in 1919. She built the business around herself, taking comparatively small salaries during the developmental years.

Unfortunately, Madame kept no personal books or records of her spending; it was therefore impossible to ascertain the legitimate expenditures and invested capital, which the company was entitled to deduct. Of course, these items would have served to give a more accurate picture of the company's net profit, thus lessening the net taxable income.

The revenue agents utilized guesswork to arrive at the net taxable income of the company, and as one might expect, this guesswork was always in favor of the government.

While comparable White-owned businesses were paying approximately 15% of their net income on Federal taxes, Madame's company was required to pay over half of its net income. For the taxable year of 1918, the Company's taxable net income was $152,591.12, of which, $107,902.20, or 70.7% was paid to the Federal government!

This was in spite of the fact that during the years of 1917 and 1918, Madame Walker traveled –at her own expense- in the interest of, and on behalf of the federal government, urging her agents and Blacks in general to invest in thrift stamps, liberty bonds, and victory bonds, purchasing as many bonds as possible for herself. She even went so far as to organize her agents all over the country, advising them to forget everything in order to help win the war (the U.S. had entered World War I in 1917.) Madame had erroneously believed that after the War was won, the U.S. would show gratitude to its "Colored" citizens.

Upon becoming the full time General Manager of the Walker Company in January of 1919, F.B. Ransom enlisted the aid of a certified public accountant to make an examination of the financial records of the company, and to install an accounting system. Shortly thereafter, Madame passed, and in addition to all the other taxes paid, the Walker Company was now assessed a Federal estate tax amounting to $1,465.00, along with an inheritance tax payable to the states of Indiana and New York.

At the suggestion of the C.P.A., Ransom drafted a claim for assessment under sections 327 and 328 of the Revenue Act of 1918, filing an abatement claim for $19,525.11. As a result of this claim, the Walker Company was assessed an *additional* $589.41! It is this additional assessment

that prompted F.B. Ransom to write an appeal to the Revenue Bureau in late 1921.

The appeal was ended with the following statement: "The corporation naturally feels that it is being strangled to death by the imposition of taxes. Good business dictates that reserve funds be set aside out of the earnings of the business for the payment of taxes, and for the taking care of the company's business during lean years, for enlarging and improving the business, and otherwise expanding and meeting competition. Up to the present time it has been impossible to take care of these necessities, and the operations of the business have been materially restricted by lack of funds."

After the Federal government "circumscribed and hampered" the Walker Company via taxes, the quasi-federal entity known as the United States Postal Service, eighty years later, decided to honor Madame's entrepreneurial accomplishments. Profiting from stamps, Black Heritage postcards, key chains, book marks, and other memorabilia designed to "honor" *Madame*, the USPS made copyright claims to Madame's image. This particular image, is in fact, a Walker Company photograph taken in 1914 by the famous Black photographer Addison Scurlock, and has been utilized as the official Walker Co. photo for all Walker Co. publications, and as one of the Walker Company trademarks since that time.

Soon, there would be government pressures beyond taxes: new federal regulations involving product quality and content, and advertising claims, would require changes by the Walker Company in the areas of manufacturing and packaging.

As so aptly pointed out by Ransom, good business would have indeed dictated that, whenever possible, the Walker Company should set aside the earnings of the business, and use those earnings wisely, even cautiously, to remain solvent, much less competitive.

Lest we forget, it must again be pointed out that, in all their decisions, the Trustees/officers of the Company, were to act in accordance with Madame's will, and in the best interest of the Trust.

Given the company's lack of funds, and the Trustees already manifold obligations (both business and personal), it is difficult to understand why, in 1926, a decision was made by the company officers to scrap the already existing plans for a new factory, and to erect in its place, a $525,000.00 building. This project would of course deplete the company's meager reserve funds, and leave it vulnerable for the "lean years" which would indeed come...in more ways than one.

"For unto whomsoever much is given, of him shall be much required."
(Luke 12:48)

Chapter 6
Account Ability

The Madame speaks:

"I rec'd three letters today of no special importance in three separate envelopes all this was un-necessary expense."

"Your letter received, so glad that you cut out that big expense on the garage..."

"I am buying spring clothes down here as they are cheaper than they are in N.Y."

"...Of course I did not expect them to put in that kind of roads, I thought it could have been done on a cheaper plan and answer the same purpose."

"I really like the idea, because if the proposition does not materialize, I am not out of anything, and in the meantime he will go ahead right away and make them at no cost to me."

"Mr. Ransom I think you had better cancel your contract with Mrs. Harris you know she must send in enough business to cover her salary and I know she has not done that,"

"Mr. Nail was in to see me again yesterday concerning that loan and he assured me it could be done without any outlay of money on my part...if it can be done as he said without my subsequently having to put out any money...why it is alright with me."

"I do not think that you will have much trouble in getting agents to take this office, only I do think they should be required to put some money in it to begin with, if it is not but fifty dollars. That will make them put forth a greater effort to make it a success."

"I do not want to encourage the habit of letting goods out on consignment; it complicates matters and calls for too much bookkeeping."

"Now in regards to the house on Camp St. if you think it a bargain go ahead as I am looking for bargains all the time."

"I kinder think if we let that property stand we will eventually get a good price for it. If you will have the house wrecked the taxes won't be so much and we could have the hole filled up."

As the above quotes demonstrate, whether she was considering something as large as real estate, as personal as clothes, as technical as roads, or as small as envelopes, when it came to her money, Madame Walker was always practical. Contrary to reports of unreasonable extravagance, Madame Walker was not at all wasteful with her money, even when she could afford to be; Madame always looked for bargains and deals, ways to save money, and practical ways to spend her money.

As a point of fact, in most instances, her spending was calculated to generate publicity, and to motivate her agents; her fancy cars had the same effect as Mary Kay's pink Cadillac –incentive. Besides, Madame was a moneymaker whose work more than made up for her expenditures, as she herself pointed out by saying, "You can hardly find another woman in the country with my present income who would work as hard as I am working today."

Her business always her first consideration, non-productivity was not tolerated by Madame. Her employees were paid for their work, work that must be evidenced by productivity in the form of revenue generated, or some other tangible form. If an employee did not produce, he or she was not paid, and Madame gave raises to her employees "according to lengths [of work] or service, as well as efficiency."

Madame also did not allow personal friendships to prevent her from reprimanding actions contrary to sound business, a fact that Ransom learned the hard way, per Madame's letter of March 1917: "I was also greatly surprised to note in spite of my objections that you had sent Mrs. Harris $40.00. You made a mistake in the first place by accepting her word, before finding out from me what agreement I had made with her. Then after this mistake owing to the fact that she did not fill her part according to the contract, I dismissed her and sent you a copy of the letter. Now while I highly appreciate your advice and have the highest regard for your opinion, I do feel that by rights my wishes should be respected where my money is involved."

To be sure, where Madame's money was involved, Madame was involved. She demanded to know every detail of every single aspect of her business, all the outgoing products and supplies requiring her clearance, and any questionable items requiring detailed explanations. Madame best explained her own business policy as follows: "Everyone knows I am not for myself, but I do for many but I will never let anyone flinch me if I know it." Regarding an agent's report, Madame wrote: "I notice in Miss White's report she always makes the statement "so many combs to agents, and so many otherwise" –now I want her to be more explicit as I want to know exactly where everything goes."

After Madame's death, where exactly did everything go?

It should be pointed out that Madame Walker's accomplishment of becoming a millionaire was by her design; it was not an accident or fluke, but rather, her calculated goal. Writing to her daughter from New Orleans in 1917, Madame revealed her plan: "Yes darling I am going to tough it out because among the dark clouds, I see the silvery lining. I am aiming this year to put my business up to $200,000 and in four years, with what I already have, I will have my million."

How foolish it is that there are those today that have challenged whether or not Madame was actually a millionaire upon her passing. It is clear from her expenditures, her real estate deeds, her donations, and company financial records, that Madame C.J. Walker did in fact earn her million. More importantly, it is not the amount of money Madame netted that matters as much as *how* she earned it, and *what she did* with what she earned.

That said, it did not take Madame four years to reach her stated goal. By 1918, the gross sales for her company totaled $275,937.88, the net manufacturing profit being $226,874.04. Sales nearly

doubled by the end of 1919, the year of Madame's passing, with gross receipts totaling $430,309.56, and the net manufacturing income increasing to $385,580.33. This upward sales trend continued until 1921, at which time sales dropped significantly from the all time high of $613,827.39 in 1920, to $415,620.02 by 1921's end. These numbers are quite impressive when one considers the fact that Madame's costliest product was fifty cents!

This decline in sales would continue for some time to come. Interestingly, though the records show a decrease in sales, net profit, and cash on hand, the net assets, or the surplus upon which dividends could be declared, showed a significant **increase**, especially during the years of 1922, 23, and 24.

The catch? Well, over 60% of what the company officers were categorizing as "assets", were in fact, personal account receivables, money owed to the company, and while it is certainly permissible to consider money owed the company as an asset, this money owed must also be **collectable.**

Who owed this money to Madame's company? By the end of 1924, the Sarah Walker estate owed the Madame Walker Company $137,747.48, and A'Lelia (Lelia, Madame's daughter, had added the "A") owed the Walker Company $78,813.71 for a grand total of $216,561.19! The surplus declared in 1924 for the Walker Company was $314,626.64; however, as can be readily observed, the majority of this figure was money owed by the Sarah Walker Estate, and A'Lelia, and would eventually be written off by the company, never to be collected.

George S. Olive, the Certified Public Accountant hired by Ransom had this to say about the issue: "The above accounts comprise 68% of the total current assets and these accounts are increasing each year. It appears that there should be some effort to eliminate the major portion of the above amount from the place among the current assets as the Company will probably not realize on the accounts."

The solution? Minutes of the company dated January 1925 state: "After the meeting was duly called to order by the President, it was duly resolved that all money paid by the company for the Madame C.J. Walker [Sarah Walker] estate and charged on the books of the company to the estate account, will be regarded as and declared dividends from said company, duly paid to the Estate of Sarah Walker for the year ending December 31, 1924."

In 1927, the same action would be taken to clear A'Lelia's debt to the company, which had accumulated to $83,808.24, in spite of the fact that her annual salary as President of the Walker Company was $15,000.00. A'Lelia also owned other real estate from which she collected rent, the most notable being the facility which the Walker Manufacturing Company leased for $3,400.00 annually. Granted, A'Lelia was indeed entitled to one-third of the declared dividends of the Walker Company, due to her ownership of the one-third share of stock, but the dividends declared were not derived accurately, but rather through manipulation of the Company's accounts.

Of course this creative bookkeeping changed the complex of the Walker Company account materially. Instead of remaining personal account receivables, thus assets, the money owed to the Walker Company became accounts *payables*, thus liabilities, money that the Walker Company owed and paid out as dividends.

Keep in mind that these "dividends" had been declared based upon a surplus of which 68% was money that the Estate and A'Lelia owed the Company! To further confuse matters, the Walker Company audit of 1926 now showed the Walker Estate as an account payable of $45,251.30??? Apparently, this was money to be paid to the Trustees for their work with Madame's Trust.

Speaking of Madame's Trust, it should be understood that the Sarah Walker Estate, and the Trust were in fact separate and distinct entities; again, the corpus of the Trust was the two-thirds stock in the Walker Company, the dividends accrued thereby to be used for Villa Lewaro's upkeep and maintenance, for charities, the African school, and better homes for the Black race. The Sarah Walker Estate was comprised of all Madame's real estate, including Villa Lewaro, and all her other possessions, most of which had been bequeathed to A'Lelia. The estate was closed in 1926, once all legacies were paid. The Trust would continue until 1993.

As Madame's will and codicil had directed, the Company paid over $50,000.00 to certain legacies therein named, and it carried on the books $34,500.00 as an account payable; this debt was eventually paid in full by the end of 1924. As for charities, the Company usually donated a certain percentage of the net profit, about 1%, to the Y.M.C.A., and the Alpha Home (called the "old folks home by Madame).

During the early years after Madame's death, the company also made several loans to various individuals and organizations, the most significant being $14,568.71 loaned to the Freeman Publishing Company; this newspaper had been used quite extensively by Madame for advertisement. Although the audit records show this money as an account receivable beginning in 1923, through 1925, the 1926 audit makes no reference to this significant account at all; it seemingly "disappeared" from the account receivable records with no evidence of the debt being realized by the company.

Oddly, while loaning money, the Company was simultaneously borrowing money from various individuals and from Fletcher-American National Bank. It would stand to reason, that if the Company had to borrow money, it certainly did not have money to loan!

On August 20, 1924, under these unusual financial circumstances, the Trustees/Officers of the company made the decision to purchase additional real estate:

"Whereas it is necessary for this company to secure a site on which to erect a modern office building in order to meet the demands made upon it in carrying forward its business, be it- resolved: That the president and secretary of this company be and they are hereby instructed to purchase a site, preferably the one at the point of Indiana Avenue and North West Street..."

As previously mentioned, Madame had already purchased land upon which to build a new building, and the blue prints for her new factory had already drawn up. Why then, would the company officers buy an additional $58,000.00 worth of real estate, burdening the company with note and mortgages payable? One could argue that perhaps this purchase was a good investment for the company, but given A'Lelia's rampant spending, the low amount of cash on hand, not to mention taxes and notes payable due, was this good timing? More importantly, was it necessary?

Ah but this was only the beginning of unnecessary and unwise spending by the Trustees/Officers. In 1926, with less than $2,000.00 cash on hand –a vast improvement from the $66.00 ending balance of 1925- plans for the new Walker Building began.

The first order of business was to secure financing for this contemplated project, which had now transformed from a modern factory and laboratory for research and development, to a grand theatre building, complete with seating for 1000, stage and motion picture equipment, a casino ballroom, a drug store, café, beauty parlor, office space for rental, and oh yes, a factory and offices for the Walker Manufacturing Company.

Inasmuch as the Company did not have sufficient funds with which to erect such a building, the company officers commenced negotiations with Fletcher-American Bank of Indianapolis, for the procurement of the needed money.

It was decided that the Madame Walker Manufacturing Company would cause to be incorporated a realty company to be known as, Madame C.J. Walker Realty Company. The Manufacturing Company would then deed to this realty company, the land purchased in 1924, paying off the $27,500.00 note and mortgage of the property. The Manufacturing Company would also deposit $20,000.00 with Fletcher-American.

Now this realty company was to have a capital stock of $525,000.00, all of par value of $100.00 per share; $350.000.00 of this stock was to be preferred stock, held by Fletcher–American. In exchange for the property and $20,000.00, the Walker Realty Company issued to the Walker Manufacturing Company the remaining $175,000.00 of common stock.

Madame's Manufacturing Company was then made to enter into a lease agreement with this realty company, whereby per its terms, the Manufacturing Company would be obligated to pay as rental, amounts equal to all the dividends on, and the retirements of, the preferred stock of the Walker Realty Company, as well as the Realty Company's expenses.

So, the Manufacturing Company had now lost land worth $58,534.00, had paid out $47,500.00 cash, and had incurred the responsibility of paying "rent" several times that of which it had been paying. In exchange for these outlays of real estate and cash money, the Manufacturing Company received $175,000.00 worth of stock, the value of which was only as good as the Manufacturing Company's ability to pay its "rent"!

Rather than "wisely investing" Madame's money we see a complete abandonment of the dictates of good business. So much for better homes for Blacks. So much for the school of industry in Africa. So much for Madame C.J. Walker's will, and so much for her trust.

Ironically, in fact tragically, this "Theatre Building" would come to be known as a monument to Madame's legacy, when, as we shall see, it represents one of the root causes of her legacy's demise. The forthcoming economic depression would soon teach the Trustees a hard lesson: Madame's wishes should have been respected, where Madame's money was involved.

"Nevertheless I have somewhat against thee, because thou hast left thy first love."

(Revelations 2:4)

Chapter 7
White Elephants and Black Days

"As to our friends and their "White elephant" as suggested in your letter, I am quite sure they made a mistake in erecting the kind of building that they have there."

These words were written by F.B. Ransom, regarding the 1917 erection of Poro College, "an immense multi-million dollar complex," located in the city of St. Louis. Annie Pope, and her Poro Company, was Madame Walker's stiffest competitor at that time, and in an effort to lure agents, the Poro Company had built this modern facility, which served as Mrs. Pope's (later to become Mrs. Malone) headquarters, and which "housed her manufacturing plant, sales operations," a school "for training African-American hairstylists and agents, as well a gymnasium, chapel, and a space for theater, concerts and lectures." The Poro Company had sponsored a rather large gala surrounding its grand opening. Ransom, as did others, felt as though the complex was an unwise strategy, and had predicted a dismal forecast for the Poro Company due to the enormous financial burden created by the overhead expense of the building.

It can but baffle the mind, as one attempts to understand what business logic was utilized by the MCJW Trustees and company officers, when the decision was made to erect their own $525,000.00 white elephant. Quite an impressive manufacturing facility, complete with modern equipment, a spacious office area, and a research and development laboratory, could have been erected for far less than half a million –a pretty penny indeed in 1926! Yet aside from the sheer economics of the matter, there were other significant flaws inherent to the idea.

Successfully operating Madame Walker's large Manufacturing Company, which entailed keeping up with the orders of over 25,000 agents (national and international), tracking the progress of seven beauty schools, manufacturing the products, stocking and regulating inventory, raw materials, office and beauty school supplies, and a host of other related responsibilities, was, in and of itself, an extremely arduous task. Add to this, the key reality that the company's "engine" was no longer present, and the task becomes even more daunting.

With this in mind, let us also remember that our Trustees/Officers, each had other responsibilities and interest, independent of their duties as Trustees and Company Officers. Not only would this new "Theatre project" financially drain and overburden Madame's manufacturing company unnecessarily, it would additionally require the Trustees/Officers to become adept (literally overnight) in areas of which they had no training, and no experience.

The idea of having a Black owned state-of-the-art moving picture theatre, complete with stage equipment, opera chairs, and a pipe organ, so that the Black population of Indianapolis would have their own place to see movies, was idealistic and noble, but hardly practical. Dare we quote Ransom's own words pertaining to "proven ability", "having the capacity for a position" and "knowing one's limitations"? Which of the Trustees/Officers had proven their ability as theatre owners? Which had ever operated a drug store? Restaurant? Casino Ballroom? Which were ex-

perienced landlords?

To take on any one of these businesses would have been challenging enough, considering their already manifold obligations to Madame's economic empire, but to simultaneously initiate four totally separate and distinct businesses, in which none of the Trustees/Officers had any expertise, was simply foolish. What's more, to burden the Manufacturing Company -the one business with which the Trustees had at least a little know how- with a half million dollar debt, was far beyond what could be termed as an entrepreneurial risk. It was just plain arrogant (an over-estimation of one's ability and/or worth), careless, and certainly unwise.

It was also a complete deviation from Madame's will and her own entrepreneurial example. Never would Madame have incurred this type of enormous debt, endangering the financial well being of her company in the process. Although her home Villa Lewaro cost more than $200,000.00 to build, Madame did not seek financing for the entire project; her home was virtually paid off upon its completion. How? By Madame's hard work, sacrifice, and patience. As F.B. Ransom's own words will attest, Madame often refused her own salary in order to insure the liquidity and solvency of her business; writing to Madame in February of 1919, Ransom relayed the following information to Madame:

"This as you know is the first of the month and I am checking up all bills. I think tho I can send you a pretty handsome sum. It would be well to pay you your salary or the greater part of it at this time if possible, not that the business can stand it so well but you have been exceptionally considerate. Few people with the volume of business that you have would have economized as you have. I hope, however, that you will not in the least let down in the matter of economizing as you have a big program before you."

Ransom would go on to inform Madame that he agreed with her decision to put off the building of houses, "as it would not be advisable to take on too much at one time..." He further wrote, "You may rest assured that I shall not take any step that will in the least financially overburden you..."

Not advisable to take on too much at one time? Not take any step that would financially overburden? Surely these are not the words of the same General Manager/Trustee/Attorney/ Theatre-Casino Ballroom-Drug Store-Restaurant-Realty Company-Owner? Ah, indeed they are. And shall we suppose that creating a debt, to the ever so paltry tune of $525,000.00, was Ransom's idea of economizing?

Many have attempted to justify the Trustee's action by rationalizing that the Walker Manufacturing Company needed to stay competitive, and given Poro's impressive facility, the Walker Company had no choice but to erect a much fancier building, so as not to be out done. This argument, however, is based upon the faulty premise that loyal Walker customers, as well as future Walker customers, would base their purchase decisions on the size of the building in which the products were manufactured. Yet Madame had created the largest customer base of any Black owned manufacturing operation of her time, having initially utilized as a factory, a back room of an old home.

It is conceded that a new manufacturing facility was needed, for Madame had readied herself for

such a project, prior to her abrupt demise. Indeed, Madame's plans were far more practical, and they included provisions for a research and development laboratory, to ensure that she stayed one step ahead of her competition; furthermore, Madame's plans did not include superfluous projects not at all related to manufacturing, nor did they include burdensome financial obligations that would cripple her company's solvency.

So, without further ado, may we now present...the stock market crash of October 1929, followed by the Great Depression of 1930! Oh black day! Oh white elephant!

Without regard to the Depression, one could safely conclude, that without a doubt, the decision to build the Walker Theatre was, at best, a bad one. Chances are, the Company's forthcoming financial nightmare would have taken place irrespective of the economic woes of the country, but the Depression certainly expedited the inevitable. Within a year of its completion, the White Elephant began its stampede on the Walker Manufacturing Company's solvency.

Actually, the rumblings of trouble began in December of 1927, when the Report of Audit of the Madame C.J. Walker Manufacturing Company showed that the company owed Walker Realty close to $10,000.00, and by the end of 1928, Walker Mfg. would owe Walker Realty $27,810.22 in "back rent". At the time of the stock market crash, Madame's company was already indebted to Walker Realty to the tune of $64, 882.78. This indebtedness would increase for the next two years, reaching an all time high of $108,238.35 in 1932. Though Walker Mfg.'s debt would begin to decrease in 1933, by the end of 1934, its indebtedness had only been reduced to $92,219.11.

As could be expected, during the Depression years, Madame Walker Mfg.'s sale also declined sharply, year to year. Sales had reached $252,000.00 in 1928, the year the Walker Theatre Building was completed -which was itself a reduction from the prior years- yet by 1933's end, sales topped at a mere $48,291.51. Naturally, as sells declined, the Company's deficit grew, resulting in Walker Mfg. being almost $76,000.00 "in the red" at the close of 1935.

In addition to Walker Mfg.'s drop in sales, and growing indebtedness to Walker Realty, there were other contributing factors to the Mfg. Company's insolvent status. The various businesses established by the Trustees/Officers were each indebted to Walker Manufacturing; however, the Manufacturing Company was entirely responsible for all debts of these ill-conceived enterprises!

How, pray tell, could this be, you ask? We'll let Ransom explain this one; in his letter written to the General Outdoor Advertising Company, dated January 17, 1930, Ransom explained it this way:

"The Mme. C.J. Walker Manufacturing Company owns all of the stock in the Walker Theatre, and therefore is absolutely responsible for its obligations. In dealing with the Walker Theatre you are after all dealing with the Mme. C.J. Walker Mfg. Company."

The branch accountant of the General Outdoor Advertising Co., which had supplied the Walker Theatre sign, (complete with flashing lights) gave the following response to Ransom's explanation:

"This will acknowledge receipt of your letter of January 17th in which you state that the Madame

C.J. Walker Manufacturing Co. are absolutely responsible for the obligations of the Walker Theatre Co. This letter would be all right if it were signed by an official of the Madame C.J. Walker Manufacturing Co. and in the name of that concern instead of yourself as the President of the Walker Theatre Co."

Obviously the General Outdoor Advertising Company's branch accountant was not apprised of the fact that Ransom was also the General Manager of Walker Manufacturing, not to mention Trustee over two-thirds of Walker Mfg.'s stock!

Ransom was of course telling the truth, for Madame's company had in fact been made responsible for the Theatre's obligations, though according to the resolution found in the Mfg. Company minutes, the Theatre was supposedly required to pay Walker Manufacturing:

"The Board of Directors of the Mme. C.J. Walker Mfg. Company met in special session at the main office, 640 N. West Street, January 5, 1928. After the meeting was duly called to order the following resolution was proposed and passed: That the Mme. C.J. Walker Company enter into a verbal agreement with the Walker Theatre Company, said Walker Theatre Company to operate the Walker Theatre with the understanding that the Walker Theatre Company pay the Mme. C.J. Walker Mfg. Company an annual rental in the sum of Fifteen Thousand dollars ($15,000.00) a year, with the further understanding that such rental be divided in twelve equal monthly payments and that the same shall be paid monthly in advance."

The Walker Theatre, regretfully, would be unable to meet its "verbal" obligations to Madame's company due to the fact that, from the time of its opening, the Walker Theatre operated at a loss, never to see the "black" of day.

By 1929's end, the Walker Theatre owed Walker Mfg. $23,961.10, had a loss of $19,869.80, and a subsequent deficit of over $29,000.00, thus prompting the following action by the officers of Walker Mfg.:

"F.B. Ransom, General Manager reported failure on the part of the Walker Theatre Company to pay rent and that the Walker Theatre Company was indebted to the Mme. Walker Mfg. Company in a considerable sum, as shown on the books of the Mme. C.J. Walker Mfg. Company, for back rent, and as it appears from the statement of the Walker Theatre Company, said Company is not only unable to pay anything on back rent, but cannot pay anything on the current rent, after due discussion it was agreed that The Mme. C. J. Walker Mfg. Company cancel its understanding with the Walker Theatre Company, and that the Walker Theatre Company be permitted to operate the Walker Theatre only until the Mme. C.J. Walker Mfg. Company is able to find a tenant for said theatre."

So much for verbal understandings! The Walker Theatre Company's indebtedness would nevertheless remain on the Walker Manufacturing Company's books as an account receivable (never to be received), until December of 1932 when the $52,803.65 owed by Walker Theatre to Walker Mfg. would be written off.

Unfortunately, the Theatre's debts could not be so easily erased with the General Outdoor Ad-

vertising Co., or with all the other vendors, to which it was obligated. But of course, that was ultimately Walker Mfg.'s problem, as Ransom had so aptly pointed out; Madame's Company would bear the full brunt of the Theatre's insolvent state.

Compounding the problem was the fact that a similar arrangement also existed between Walker Mfg. and the Walker Drug Store (which included the Coffee Pot restaurant).

This similar arrangement also produced similar results. From the time it opened its doors to the public, the Walker Drug Store operated at a loss, and by 1928's end, the Walker Drug store owed Madame's Company $4,019.17; this debt accumulated annually, peaking to over $18,000.00 by the end of 1932. Consequently, the Board of Directors of the Company, in their annual meeting of January 1933, made the following decision:

"After the meeting was duly called to order, by the President, it was pointed out by F.B. Ransom, General Manager of the Company, that because of conditions, it was utterly impossible to find a tenant who could or would purchase fixtures and equipment of the Walker Drug Store, and who would agree to pay sufficient rent to justify the Company to lease the Walker Drug store. It was therefore decided that The Madame C.J. Walker Mfg. Co. would continue to operate the Walker Drug Store, and that the Drug Store would be required to pay monthly rent of $150.00 in advance to The Madame C.J. Walker Mfg. Co., the same as any other tenant."

Well, perhaps not quite the same, inasmuch as, no other "tenant" -aside from the Walker Theatre- was already $18,085.99 in debt to the Walker Mfg. Co.! There was another significant difference as well; according to the 1932 financial records of Walker Mfg., there was, listed under accounts **payable**, over $23,000.00 which Walker Mfg. somehow owed Walker Drug Store!

This particular account payable fell under the heading of "Mme. C.J. Walker Mfg. Investment Account", and was categorized as an asset on the Walker Drug Store audit report.

Essentially, the Madame Walker Realty Co., the Walker Theatre Co., and the Walker Drug Store/Coffee Pot Restaurant, were all listed on the Madame. C.J. Walker Mfg. Co.'s audit reports as both account payables, thus liabilities, and account receivables, thus assets. In truth however, these businesses were complete liabilities to Madame's company, inasmuch as all account receivables would be charged off the Mfg. Co.'s books as accumulated "operating loss" of a department of the Manufacturing Company, and Madame's Company would be responsible for the accumulated debt of all these other companies.

The General Comments of Howard Painter, C.P.A, found in the Report on Examination of Accounts for the calendar year of 1933, painted a grim picture for Madame's Company:

"During the past three years, through loss of sales, loss of building rents, loss of theatre rents, losses in operation of the drug store, and probably failure to sufficiently reduce operating and administrative expenses during the early part of the period, the Company became hard pressed to meet its lease rental obligations, and while payments of preferred stock dividends and retires were met in full in 1931, partially in 1932, and even a portion of dividends was paid in 1933, it may be generally stated that all of such payments have been made at the expense or neglect of paying other

accrued or due obligations. Taxes of all kinds have become delinquent, accounts payable to merchandise vendors have been permitted to age to such an extent that credit has become impaired, and in fact all paying efforts seem to have been centered on preferred stock obligations. This practice cannot continue or the Company will soon be out of business."

Mr. Painter attempted to simplify Walker Mfg.'s financial records, as they were, to put it mildly, "unnecessarily complicated".

Indeed the financial nightmare of the Walker Mfg. Co. was unnecessary because it could have been prevented. There had been no real need or justification for the Trustees/Officers' actions; frankly, they had taken the quick, lazy route, for none of them wanted to work as hard as Madame had worked, yet they all wanted to be as prosperous as Madame had been. They wanted to bask in her light, but not her labor. What had taken Madame Walker almost twenty years to build, through hard work and fierce dedication, the Trustees had managed to cripple, literally overnight.

No. The Great Depression was not to blame, for had the Manufacturing Company not been burdened with the debts of the "White Elephant", it could have very easily sustained itself, regardless of the drop in sales. The blame rests squarely on the shoulders of the Trustees/Officers because they deviated from Madame's will, violating her trust, and carelessly handling her labor of love, and the money derived from it.

Ransom in particular is to be faulted, as he had firsthand knowledge of the level and depth of Madame's sacrifice, and should have therefore handled Madame's Legacy with utmost respect, caution, and care. Moreover, Ransom was General Manager of the Walker Mfg. Company, and it behooved him to at least follow his own advice to Madame, since, as he put it, "Everybody knows the president and treasurer are only nominally a part of an organization, the real factors in an organization are managers, secretaries, organizers, etc..."

This statement was most certainly true as it pertained to Madame's company subsequent to her passing. Madame's daughter A'Lelia, though President of Walker Manufacturing, relied on Ransom's guidance and advice -even more so than had Madame- for unlike Madame, A'Lelia put more weight on the value of Ransom's counsel, and was not likely to go against it. Not only so, but A'Lelia was not as involved in the operation of Walker Mfg., as Madame had been. In short, it was Ransom, not A'Lelia, who steered Walker Mfg. after Madame's death.

A'Lelia Walker-Robinson-Wilson, Madame's only child, was simply not equipped with the drive and spirit of her mother, and she was far more vulnerable than she herself may have known. She had rather large shoes to fill, and the pressure she may have felt to live up to her mother's stature, can only be imagined; the added burden of the Mfg. Company's debt, not to mention her own personal debts -which were significant and accruing daily- served only to increase this pressure.

Perhaps this is one of the reasons why A'Lelia resigned herself to her "Dark Towers", the name given to her Harlem home where she often entertained her poet and musician friends. Alas, the darkness of the Great Depression days would seal the fate of both A'Lelia, and her bequeathed home, Villa Lewaro.

In 1931, twelve years after Madame C.J. Walker's passing over, her Legacy was on the brink of ruin –thanks to her "equals of proven ability"; her manufacturing company had become indebted to four other businesses which mockingly wore its name, and the home which she had desired to be left as a monument to her life's achievement, would soon be sold for a shamefully low amount, but not before A'Lelia (whose name had served as the source of inspiration for the famous Villa), would herself die as untimely a death as had her mother…as had her mother's legacy.

DRAFT

"In my Father's house are many mansions."

(John 14:2)

Chapter 8
Viva Lewaro!

Villa Lewaro, an acronym derived from Lelia Walker Robinson, had been so named by the "Great Enrico Caruso", famous opera singer, and friend of the "Joy Goddess" Lelia.

Yet the idea to build the palatial home was all Madame's; however, like most of Madame's ideas, there was a significant difficulty factor attached to her attainment of this particular goal. Although her company headquarters and manufacturing facility were in Indianapolis, Madame had decided to build her mansion in New York; she hated Indianapolis because of the "narrow mean people" of that city. She made it very clear to Ransom that "coming back to Indianapolis" was "clear out the question," and vowed to "never come back." New York would better serve Madame's expansive political and social agenda and Madame's villa would serve as the "Camp David" from which her plans and strategies could be launched, most notably her Anti-Lynching fundraisers.

There was the initial task of finding land upon which to build her "vision home"; of course, had Madame chosen to build in an area of New York that was "designated" for Blacks, this particular task would not have been the challenge that it turned out to be. Then too, Madame would not have received the level of publicity and attention she subsequently gained, had she not chosen to erect her palace in an area designated for only the most elite and wealthiest whites in the country.

More than audacity and nerve, in order to bring about the fruition of her dream, Madame would need a virtue, of which many claim, yet few actually possess: Faith. Faith in herself. Faith in her own mind. Faith in her ability to bring about the manifestation of what most considered an impossible dream. Fortunately, Faith was a virtue held in abundant supply by Madame; it sufficiently supplied her with a foundation strong enough to support any idea she chose to construct upon it.

John E. Nail, of Nail and Parker Real Estate, wrote this observation of Madame's character: "Your own life is wrapped up in one word- PERSISTENCY. You have been able to succeed in the large measure in which you have, simply because you have been persistent. Persistent because you believe in yourself."

Needless to say, Madame's persistence paid off. With the assistance of the Nail and Parker Real Estate Agency, on August 31, 1916, Madame acquired the Deed and Land Title to 4.297 acres of land, "lying and being in the Village of Irvington, Town of Greenburgh, County of Westchester and State of New York..."

Said real estate was purchased from a Mr. Nathan Applebaum, for the sum of Forty Thousand dollars ($40,000.00), of which, twenty-five hundred ($25,000.00), was due on August 2, 1916, the date of the signing of the contract between Madame and Mr. Applebaum. On the day that Madame received the deed to the property, she was required to pay seventeen thousand five hundred dollars (17,500.00) in cash. Once any building already on Madame's newly purchased property was demolished or removed, another five thousand dollars would have to be paid. The remaining

fifteen thousand dollars would be financed.

News of Madame's newly acquired property spread like a wildfire in a dry forest. Not surprisingly, there was controversy surrounding the purchase. Madame was in Hot Springs, Arkansas, when she received a call from a Hot Springs newspaper reporter, who had just received a wire from N.Y., asking for verification as to whether or not she had in fact purchased property near the estate of John D. Rockefeller; the reporter also wanted to know exactly what Madame was going to do with it. Madame had this to say concerning the Hot Springs newspaper article: "He gave a fairly good write up, only he referred to me as a "Negress" and said I had "invaded" Tarrytown. Of course I expected nothing more from these southern papers and many of the northern papers for that matter."

Although Madame had asked Ransom to send her clippings of the local Black press coverage of her Irvington purchase, once she read the coverage, Madame became frustrated for the following reason: "I received a copy of the Freeman but have not received the Recorder as yet. I notice the Freeman quoted the Digest verbatim. They made no comment whatever, not even correcting the word "Negress." These Negro press people seem to be asleep."

Madame was further aggravated when she received a letter from her daughter stating that Mr. Nail refused to confirm reports that Madame had purchased land on the Hudson.

According to Mr. Nail, this was indeed true, but he could provide a perfectly logical reason as to why: "I think a great deal more advertisement and general publicity could have been received when the new building was either complete or nearly so. That is, to permit the whole transaction to gradually dawn upon the locality."

Yes, perhaps it would have gone over better if the so-called upper class white community had been spoon-fed the reality of a "Negress" neighbor. Unnerved, Madame's attitude was summed up in her one question, "What could they do?"

With that said, Madame C.J. Walker commenced with her plans to construct her vision.

Initially, Madame had planned to spend no more than $60,000.00 building her home, this figure ascertained from her comments to Ransom: "I told T. last year I didn't want the house to cost me more than One hundred thousand all told. That's including the ground..." The "ground", as you recall, had cost Madame $40,000.00.

"T" stood for Tandy, the young Black architect, and owner of Vertner W. Tandy Architecture. Madame had hired Mr. T to draw up the blue prints and specifications for her new mansion. However, Mr. Tandy's interpretation of Madame's vision was far costlier than what Madame had in mind:

"Of course I understand the more it costs, the more he'll get. He will have to trim that down considerably and cut out the pool altogether. I told him I didn't want it. Have you accepted his plans? I hope not, if so I hope they are not binding -he must be crazy to think you would sign up with them without consulting me. How many rooms are in the house – I wish you would give me a list of

rooms and what they are for. He must be putting the very best material that this country can afford. I will be perfectly satisfied with a home furnished up just like Lelia's."

Mr. Tandy's bid had come to a grand total of $199,396.69- about $140,000.00 more than Madame had purposed to spend. Mr. Tandy's projected expenses were also very vague, for he did not specify in detail, but rather in general. For instance, his estimates indicated that the residence, including all extras would cost $87,778.49; the roads, terraces etc. totaled $59,544.54, and the garage total was $14,033.19. No additional breakdown of costs was given.

As the construction of Madame's home commenced, she made mention to Ransom of her growing concern regarding Tandy's failure to consult her about the architectural modifications to her Irvington property -a tendency which was apparently displayed by Mr. Nail as well: "I shall be very glad to get the simplified plans, so I will know what he has done. Tandy does not seem to think I need be consulted along these lines at all, both he and Jack Nail, but they will both find out before they are through dealing with me."

Compounding these problems was the fact that both Tandy and Nail seemed to have the impression that Ransom made the final decisions about Madame's money. One must wonder why this was so. Was Ransom giving these men this impression, or were these men simply uncomfortable receiving directions from a "Negress". Perhaps it was a little of both.

Along with these difficulties involving Tandy and Nail, there arose complications with the Miller-Reed Company (the builders contracted to erect the villa), which was, as Madame put it, "putting one over" on her, regarding the construction of the roads leading to her home. Deciding to handle the matter personally, she advised Ransom not to "write anything else to antagonize Mr. Miller." She requested that he not write any more letters to Tandy as well, declaring that she herself was "going to give him a good talking to."

Madame's anger primarily stemmed from her contention that all parties involved in the construction of her opulent home were attempting to take advantage of her; Tandy, Nail, and the others, were being very liberal with Madame's money, using the most expensive materials money could buy, while she on the other hand was attempting to cut costs at every level. Madame's goal was to be able to finance the construction of her new home with the money she earned and deposited into her checking account; she therefore made constant revisions to Tandy's specifications, shaving costs wherever possible. Needless to say, Madame was relieved when Ransom confirmed that the house, for the most part, could in fact be paid off, without the further use of bank loans. Expressing her relief Madame wrote, "I am glad to know we have done so well in regard to the house. Will be glad when the last dollar is paid."

Although Madame had managed to reduce her costs, her Villa would nevertheless turn out to be nothing short of fabulous. Shall we have a tour?

Madame had paid Righter and Kolb, interior decorators, over $12, 000 dollars to provide the décor for various rooms in Madame's thirty-four room Villa, and she had paid an additional $18,578.79 to Frank R. Smith for the furnishings of each room. The walls of Madame's living room were draped with velvet, and the room itself contained an imported "throne" chair, an armchair with

needlework tapestry, a muslin Monaco chair, a mahogany table, a Capri table (with polychrome), an Emerson sofa, two Malaba polychrome cabinets, and one marble bench.

The Villa's dining room showcased a walnut Italian dining set, complete with a marble-topped sideboard, a serving table, a 57 x 72 extended dining table, ten muslin side chairs and two muslin armchairs. Over twenty yards of tapestry, and thirty-six yards of fringe were used for the covering on the chairs. Two silk cords hung from the dining room mirror, and imported candles sat graciously upon the tables. The china closet, naturally, was lined with beautiful china, as well as a silver Sheffield tray, and other silver sundries.

Madame's salon contained a muslin sofa with genuine gold leaf "feet". Gold and gray Italian lamps and shades were in every room, and marble benches, walnut tables, and polychrome mirrors, lined the halls of Madame's expansive home.

A $1,800.00 French Savorina rug, a $2,500.00 Royal Shaki rug, and a $1,150.00 Chinese rug, adorned the Villa floors. All windows were donned with lace curtains and Best Holland shades with tassels.

The Villa contained a library, drawing room, billiard room, breakfast room, a nurse's room, and several sleeping porches. There were at least six bedchambers, each elaborately decorated and furnished with a bed and bureau, hanging mirror, rocker, and toilet table.

Madame's bedroom, the "main chamber" of course, contained a Mahogany canopy bed (complete with a special box spring and super hair mattress), a Mahogany bureau, chest drawers, toilet table, table desk (with Yale lock), as well as Mahogany chairs and a rocker. Her boudoir was furnished with a chaise lounge and an armchair, each covered in silk Damask.

Armchairs upholstered in velour Damask, "Smithsonian" andirons of antique steel, special Turkish towels, gold leaf tables, ornate lighting fixtures, and brass beds, are just a few of the sundry items purchased by Madame to make her new Villa complete. Upon delivery, all furnishings were paid in full by Madame.

Last but certainly not least, Madame's Villa contained a music room, complete with a $7,300.00 "Solo Automatic" pipe organ manufactured by the Estey Organ Company, and designed specifically to play music throughout Madame's home.

The grounds of Madame's Villa were no less detailed, no less elaborate. Encircling Madame's property was ornamental railing and chain link fencing, with entrance gates of Tee Iron. Within the gates, a beautifully manicured lawn, and flower gardens filled with various exotic plants, provided quite a scenic view from any one of Madame's terraces, sleeping porches, and windows. Oh, with a little coaxing from Lelia, Madame did decide to keep the pool!

Above the fourteen thousand dollar ($14,000.00) garage were apartments to house Madame's staff. Madame had insisted that the gas line be put in a separate slot meter, so that her staff would "have to pay for their own gas." Originally, an old stable already located on the Irvington property, was to be remodeled to serve as the garage; however, in mid-October, 1917, the stable was

completely destroyed by a mysterious and sudden fire, and Madame telegraphed Ransom instructing him to send Miller Reed a contract to build an entirely new garage, large enough to house Madame's four automobiles.

Madame had sent Ransom to New York to oversee the completion of her home, to monitor what materials were being used by Tandy and Nail, and their progress in constructing her Villa. Sadly, it would be Ransom who twelve years later, supervised the selling of Madame's Villa, and the auctioning of all items contained therein.

Though Madame's will had provided for the upkeep and maintenance of Villa Lewaro, via divi dends declared on the net profits of the Manufacturing Company, as has been clearly demonstrated, Walker Manufacturing was –even before the Depression- hard pressed to sustain itself, given its four newly acquired "children". Add to this, the ever-present problem of A'Lelia's uncontrolled spending, and one could without difficulty, predict the outcome: Villa Lewaro could not be financially supported, and would therefore have to be sold.

A'Lelia had been forced to sell other real estate property, as well as certain personal belongings long before 1931, the year in which she began seeking buyers for the Villa. She simply went through money as though it was water, hosting large extravaganzas at will, including a ridiculously lavish, $46,000.00 wedding for the adopted Mae (the marriage ended in divorce). Unfortunately, she was not the moneymaker that her mother had been, and it appears that she made no attempts to become adept in this area. Perhaps this was the reason why Madame had only given her daughter one-third of the Walker Mfg. Company's stock, and had provided, as best she could, for A'Lelia's financial support, per her will and testament.

As was the case with the purchase of the Irvington property, the selling of the Irvington Villa was a long and very complicated process. On July 15th, 1931, A'Lelia had signed a purchase option agreement with a Mr. W.O.H. Fette, granting him the sole option to purchase Villa Lewaro for the sum of $65,000.00, this amount being almost $150,000.00 less than it had cost Madame to build the opulent home. Fifteen thousand dollars ($15,000.00) of the $65,000.00 would go to pay off the mortgage on the home, which was past due and open, and held by the Broadway Savings Bank.

However, on the morning of August 17th, 1931, before this sale could be consummated, A'Lelia Walker died. According to the Resolutions drafted by the Walker Mfg. Company employees, A'Lelia's death was sudden and unexpected, and said resolutions seemed to imply that her death was brought on by the "arduous tasks, weighty problems, and great responsibilities" inherent to her position as President of Walker Mfg. The official cause of death was reported to be "cerebral hemorrhage". At any rate, A'Lelia's death was, without argument, as untimely as Madame's had been, A'Lelia herself being only 46 years old.

Amidst all of the other challenges of that time, Ransom and Brokenburr, the named co-executors in A'Lelia's last will and testament, would be further burdened with the newfound problem of settling A'Lelia's indebted Estate.

Having auctioned most of the Villa's furnishings in late 1930 for a pitifully nominal amount- especially given all that Madame had endured in order to acquire the same-the responsibility of

selling the Villa property was a weighty one indeed. Inasmuch as Madame had bequeathed Villa Lewaro -per her will and codicil- to the N.A.A.C.P., in the event of Lelia's death, Ransom would need their approval in order to sell the property.

The N.A.A.C.P. would eventually sign over their rights to the home, in exchange for $5,000.00. In September of 1931, Ransom wrote to a Mr. Arthur B. Spingarn, President of the New York City chapter of the N.A.A.C.P. Apparently, Ransom wanted to use the money from the sale of Villa Lewaro in order to offset the debt of the Manufacturing Company, but technically, according to Madame's will and codicil, the N.A.A.C.P. were the Villa's rightful owners; obviously this presented a problem for Ransom. He was now forced to attempt to explain why he was going against Madame's will, without accepting personal liability, as Trustee of Madame's Trust. Ransom blamed taxes and cash gifts paid from the Walker Company coffers, as the reasons why the Trustees had failed to set up the trust fund for the maintenance of Villa Lewaro, as had been dictated by Madame's will. "Consequently", Ransom wrote, "there were never sufficient funds to set aside any amount for the maintenance and upkeep of the Villa..." Ransom then went on to explain the creative bookkeeping that had been utilized to account for the $189,000.00, which had been advanced to A'Lelia, supposedly for the Villa's upkeep:

"A good deal of this money represented income from the net profits to which legitimately could and should have been spent by the Trustees, but the bulk of it represented borrowed money from the capital funds of the Mme. C.J. Walker Mfg. Company which was set upon our books as advances to the Trustees. You can understand that owing to sentiment and because of the dual relationship of the Madame Walker Estate, and the Company, and the fact that we were a business concern there was nothing left to do but carry out the will of the Late Madam Walker the best way we could under the circumstances."

Owing to sentiment? Are you suggesting Ransom that you allowed A'Lelia Walker to continuously borrow, and carelessly spend, money which should have gone to Madame's company, due to sentiment? Ransom well knew that Madame herself would never have allowed A'Lelia to spend money to the detriment of the Mfg. Company's solvency. Furthermore, Ransom would not have allowed **Madame** to spend her own money so recklessly!

Best way under the circumstances? Surely you jest Ransom. Under the circumstances, in your "dual role" as Trustee of Madame's Trust, and as her Company's General Manager, Madame's will and her way of doing business should have been mirrored.

As if these explanations were not feeble enough, Ransom continued shifting the blame, by stating that "owing to competition", the Trustees/Officers had been "compelled to erect a new building"!

New manufacturing facility? Yes. New, theatre/casino/restaurant/drug store/realty company-to-the-tune-of-$525,000.00? No.

"It was unfortunate, of course," Ransom rationalized, "that we started erecting this building and moved into it about the beginning of the depression. In brief, for the past four years the Mme. Walker Company could not afford to advance one cent or lend one cent on the maintenance and upkeep of the Villa."

Well of course there was no money for implementing Madame's will, inasmuch as, the Trustees had created four additional "mouths" for Mme's company to feed! The Trustees could somehow raise over $500,000.00 to build something that Madame had not asked to be built, but they were all out of ideas when it came to finding money to carry out the Will of the late Madame Walker the "best way" they could. Interesting.

Well the long and short of it was, Ransom asked Mr. Spingarn to give "serious consideration" to his proposal, which was that the N.A.A.C.P. either accept $5,000.00 in lieu of the Villa, or purchase "the Villa outright for the amount of indebtedness owing to the Madame Walker Company."

The N.A.A.C.P. chose the former option. As a result, neither A'Lelia, nor the N.A.A.C.P. would completely benefit from Madame's generosity, though this had been her express desire. Madame Walker had certainly not intended for the Villa to eventually be owned by an organization completely divorced from the issues plaguing the black race. For the brief period of time that Madame had lived at Villa Lewaro, she had utilized her home as meeting place wherein she brought together various factions of her race, uniting these forces under the common causes of racial justice and social equality. She had intended to leave the home as a monument of inspiration to her race, evidence of what could be accomplished by a black woman, with funds earned through a black economic base. Now, a little more than a decade after its erection, Villa Lewaro was considered nothing more than a financial burden of which the Trustees would need to rid themselves-though they would hold on for dear life to a building, which was essentially the cause of their present financial crisis.

Yet the Trustees soon discovered that ridding themselves of Madame's "visionary" home was not as simple as it may have seemed. You may recall that A'Lelia had already entered into a purchase agreement with Mr. Fette for the Irvington property. Enter Mr. Louis Isquith, a theatrical producer, who, working out some sort of agreement with Mr. Fette, entered into a contract for sale of the Irvington property with the Trustees of the Sarah Walker Estate, on November 14th, 1931. Mr. Isquith had agreed to pay the same amount as Mr. Fette ($65,000.00), and to pay under the same terms as Mr. Fette.

However, exactly two months later, the Trustees, along with the N.A.A.C.P., would sign yet another purchase agreement with Annie E. Poth, Supreme Financial Secretary for the Companions of the Forest of America. This particular organization would only offer $47,500.00 for Madame's beloved Villa-far less than its worth- and $17,500.00 less than Mr. Isquith's offer. Nevertheless, the sale of the Villa was consummated on May 6th, 1932, making the Companions of the Forest of America the official new owner of Villa Lewaro. Who would have imagined that, not quite fourteen years after Madame had paid nearly $250,000.00 for her Irvington property ($40,000.00 for the land alone), Villa Lewaro would be hurriedly sold for less than one-fifth of that amount? What had been the cause of the failed agreement between the Trustees and Mr. Isquith? We shall soon know.

Perhaps one-fifth is the amount of liability to be carried by each of the five Trustees! Is it any wonder that the Trustees would begin to re-write history to make it appear as though the Walker Theatre Building was in fact an historical monument through which Madame Walker's legacy

lives! Ah, the irony of it all.

Not surprisingly, Mr. Isquith, having had first "dibs" to the Irvington property, filed a law suit in Westchester county, naming as the defendants, "Frank B. Ransom, first name being fictitious true Christian name of defendant being unknown to plaintiff, Frank E. DeFrantz, first name being fictitious, true Christian name of the defendant being unknown, and Robert L. Brokenburr, individually and as Trustees of the estate of Sarah Walker, deceased."

Mr. Isquith alleged that he was owed $40,000.00 in damages, due to the fact that he had agreed to pay $65,000.00 for the Irvington property, and "would have resold this property for the sum of $105,000.00." The dispute was settled, the Trustees being required to pay Mr. Isquith $2,500.00 upon the closing of the Irvington property.

It was over. Madame was dead; A'Lelia was dead. Villa Lewaro was sold.

Wait. Madame C.J. Walker Manufacturing Company was yet alive-though barely. Would the Trustees steer the company back towards Madame's path, or veer even further from it?

There was still the matter of A'Lelia's estate; she was after all, owner of one-third of the Madame C.J. Walker Mfg. Company stock. Who would take her place as President of Walker Mfg.? What about all of the real estate she owned? What of her belongings? There was this adopted daughter, Mae. What had she hoped to gain? Had she in fact *expected* to gain anything?

I hear the Estey organ playing now, signaling that the time is nigh, when all violators of Madame's trust will be compelled to face the music.

I see Hatshepsut smiling for she knows that although her own legacy as Pharaoh was scratched out, and her face removed from the monuments built in her honor, eventually, the Truth brings everyone face to face with Herself, for due reflection of one's own actions.

Madame too is smiling, being fully aware that those who have refused to reflect, will be forced to see themselves through the blade of Truth's sword...and so, I write on.

"And if a house be divided against itself, that house cannot stand."

(Mark 3:25)

Chapter 9
Face Off

"When elephants fight, it is the grass that suffers." A simple Kikuyu proverb of profound insight wouldn't you say? It is indeed, a fitting and poignant description, summarizing the future events to affect Madame's Legacy, Walker Mfg –the company being the grass of course. We've witnessed the damage caused by one "elephant", now let's examine the suffering to be caused by the other.

A'Lelia's estate was not closed in Probate Court until 1954, twenty-three years after her death. This was largely due to various disputes, which arose between the Walker Mfg. Company Trustees/Officers and the Mae Perry family. Mae Robinson, A'Lelia's adopted daughter, had divorced her first husband, Mr. Gordon Jackson, by whom she had conceived a son, Gordon Walker Jackson Jr.. Mr. Marion Perry, Mae's second husband, was an attorney. From this second marriage, Mae gave birth to a daughter whom she named, A'Lelia Mae Perry.

Mae Perry has been characterized as a sweet, loving and gentle girl, with whom A'Lelia Walker had become completely enamored. To be sure, A'Lelia was rather taken with this young girl, for she certainly doted on her, spoiling her, perhaps as she herself had been. Mae's long thick hair is what first caused A'Lelia to take notice of her; A'Lelia reportedly wanted to use Mae as a model for the Walker products and in fact, A'Lelia did use Mae as a model in Walker promotional ads for the New York Salon and Lelia College Beauty School. Mae also occasionally travelled with Madame, serving as a model for hair demonstrations.

Was Mae sweet? Perhaps so; she certainly was when she had to be. Frankly though, one may have expected for Mae to be a bit more grateful for all that she had been given. After all, she had been one of eight children mothered by Etta Bryant, a widow; she had been poor, and uneducated. However, due to A'Lelia's generosity, and Madame's hard work and money, Fairy Mae Bryant had lived a "fairy tale" life indeed.

Mae had been given fine clothes, furs, jewelry, and money. She had been sent to Spellman Seminary were she graduated in May of 1920, from the high school department, at the age of twenty-one. She had also been given exposure to various cultures, having traveled abroad with A'Lelia. In short, she had been given the opportunity to live a very luxurious life, without having earned it. Mae had not been an orphan without knowledge of her true parentage. Actually she had not been an orphan in any sense of the word; she was a fourteen year-old girl who just happened to have had long hair.

Never being required to earn wealth for herself, quite naturally Mae had come to expect it for nothing. Having been "seduced by the opulence" of Madame and A'Lelia's lifestyle –this according to Mae's granddaughter- Mae had at some point seemed to become rather obsessed with it. She apparently had begun believing that she was somehow *entitled* to the privileges that had been freely bestowed upon her. Although Mae knew very well who her biological mother was -inasmuch as her mother had raised her for the first fourteen years of her life- Mae began to call A'Lelia, her mother; A'Lelia would also call Mae her daughter – both leaving out all those minor

details. Mae's true mother died in 1927, when Mae was twenty-eight, nearly twenty-nine. The Walker company officers would later investigate the legality of the adoption of Mae.

As with our white elephant, signs of trouble with Mae arrived long before the actual charge of the Perry family. Even after her marriage to Marion Perry, Mae continued her habit of writing Ransom to request money or other services. She always complained of not having any money, reminding Ransom of the interest payments due on her pawned jewelry, or of the cost of the furniture she wanted to retrieve (she "needed her furniture very badly.") She once told Ransom that she was anxious for him to meet her husband because Mr. Perry was a "very good talker" and would therefore make a very good speaker for the Walker convention, (never mind his complete lack of experience in the hair business). Mae wanted to know whether or not Ransom would pay for her husband's expenses, as he "could not afford to take the trip at his own expense," given the newlywed couple's debts and expenses, including the "big doctors and hospital bill" for the newly born A'Lelia Mae. However, A'Lelia Walker was unaware of Mae's requests for payment on behalf of her husband according to Mae's letter to Ransom wherein she stated, "I don't think mother knows about our expense arrangement so I haven't mentioned it to her. That's between us."

It appears that Ransom granted many "secret" favors to Mae, ranging from negotiating better deals on her furniture, to sending her free Madame Walker products, including boxes of Tan-Off, and Talcum powder; Mae told Ransom that she was "crazy about the Talcum powder." "The odor," she said, "is delightful." Accustomed to Ransom's accommodations, Mae even went so far as to ask Ransom to arrange some way to have her and her family moved to Indianapolis from Arkansas, since as Mae put it, "No one really wants to live in the South if they can make a living elsewhere" -elsewhere referring to Indianapolis' Walker Manufacturing. Mae was naturally expecting Ransom to find a job for her husband, within the Walker Company, and to this end she told Ransom that Perry was "capable" and would be a "wonderful help" to him. Mae also reasoned with Ransom, that by her moving to Indianapolis, she could be near Ransom's "lonely wife," who was "certainly a wonderful woman."

Expert at "buttering up" Ransom with her flattery, Mae wrote the following compliment to him: "Perry thinks, like many of us, that Mme. Walker was fortunate to have found so splendid a man to manage her business in her lifetime and to "carry on" as you have." (It is worth noting that Mae did not refer to Mme. Walker as her grandmother.)

In time, as circumstances changed, Marion Perry's opinion of Ransom would change as well.

Needless to say, A'Lelia Walker's death marked the most significant change to affect Mae Perry's privileged life. A'Lelia had bequeathed half of her one-third share of stock in Walker Mfg., or one-sixth share, to Mae Perry, upon whose death the same was to be passed to Mae's daughter, A'Lelia M. Perry; the other one-sixth share was bequeathed to Ransom and then, upon his death, to his daughter, A'Lelia Emma Ransom Nelson. Mae was also given A'Lelia Walker's real estate "known as 108-110- West 136th Street, New York, N.Y." A'Lelia's will also directed that the mortgage on said property be fully satisfied before being taken over by Mae.

As directed by Madame, all other real estate owned by A'Lelia, and ***not otherwise disposed of***, reverted back to Madame's estate -the trustees being authorized to "sell, lease, or otherwise dis-

pose of said property or any part of it whenever in their judgment by doing so it would serve the best interest of the Sarah Walker Estate."

Keep in mind that *technically*, the *Estate* of Sarah Walker had been closed since 1926; it is the ***Trust***, which in fact remained opened for some time to come.

All of A'Lelia's household goods and furnishings, jewelry, wearing apparel, and personal property**, understood to belong to A'Lelia Walker,** were bequeathed to Mae. A'Lelia's will also directed that Mae should immediately fill A'Lelia's place as president of Walker Manufacturing. There is a myth that has been promulgated that Madame –per her will- never wanted a man to hold the position of President of Walker Manufacturing. This is untrue, for Madame's will made no such stipulation, and neither did A'Lelia's.

A'Lelia nominated Alice P. Kelly, Madame's devoted employee, to act as her successor as Trustee of the Sarah Walker Trust; Alice would soon be replaced as a Trustee by Violet Reynolds, the long time Company secretary.

Although, A'Lelia Walker's will was much less complicated than Madame's, not quite as ambiguous, conflict would nonetheless arise. Our sweet Mae would begin to manifest an extremely demanding spirit, as her letters took on a far less friendly tone.

After the death of A'Lelia Walker, Mae Perry and her family took up temporary residence at Villa Lewaro; Mae was there, ostensibly, to retrieve A'Lelia's personal belongings, and to try to sell any items, which had not already been auctioned away. Ransom was unable to be in New York, due to his manifold obligations with Walker Manufacturing; however, he desperately wanted the Villa sold and vacated as soon as possible because he needed the money.

In November of 1931, not many months after A'Lelia's death, Ransom wrote to Mae Perry regarding his concerns over the mounting bills at the Villa and her prolonged stay there. Mae's response to Ransom's concerns was, to say the least, fiery:

"I know full well that my being here does not make the gas, electric, or coal bills any large [sic]. Until the Villa is sold naturally Ernest, his family and Addie will live in the Villa and it takes the same amount of coal to heat this place whether I am here or not. I am enclosing a bill balance owed on last year's coal." Mae added that she had not yet received the phone bill, but that Mr. Wise, of Wise Auction Company would be responsible for a great deal of it. She ended her letter by firmly stating her intentions:

"I gave up my apartment and came here on Nov, 4. We are planning to leave here just as soon as I can arrange to do so. Respectfully, Mae Robinson. P.S. I am perfectly willing to sell the Villa to Mrs. Poth if the other Trustees think it best. Of course 47,500 is a very small sum but if you wish to take it, it is perfectly all right with me."

It was important for Mae to state her approval of the Villa's sale to Mrs. Poth, because Mae had in fact, previously refused to sign Mr. Isquith's option to purchase Villa Lewaro. She had been the cause of the failed agreement with Mr. Isquith. Yet had Mae signed Mr. Isquith's purchase option,

the Trustees would have at least made $65,000.00, rather than the "small sum", as Mae put it, for which they would eventually settle. Mae's husband, Marion Perry had for some reason, advised Mae not to sign the option. Mr. Isquith, angered by what he considered to be a violation of his "perfectly good option", was determined to exercise his rights under the purchase agreement, which had in fact been signed by three Trustees (whom, as mentioned, he would later sue); he had therefore attempted to take possession of the Villa. Marion Perry subsequently had Mr. Isquith arrested. Mr. Isquith, needless to say, was highly offended, and reportedly sued Mr. Perry for $100,000.00. The disposition of that lawsuit is unknown.

What can be clearly surmised from the above scenario is that Mae and her husband had made matters worse. Rather than selling the Villa to Mr. Isquith for $65,000.00, the Trustees had been forced to settle for $47,500.00 –minus the amount that would be deducted and paid to the disgruntled Mr. Isquith, as settlement of his claim.

Was the Perry Family attempting to exercise "squatter's rights" at Villa Lewaro? Were they merely delaying the sale of the Villa until they had secured another place to stay? Or had Mae actually expected to inherit the Villa?

Regardless as to what Mae Perry may have expected, or hoped to gain, Madame Walker had not desired that Mae inherit the Villa or any of the other real estate that she had bequeathed to A'Lelia. Although A'Lelia had bequeathed her own real estate to Mae, the rents derived from the 108-110 property would have to be used to settle A'Lelia's indebted estate. Ransom, as co-executor of A'Lelia's estate, had informed Mae that all monies collected by Mae from the property, would have to be applied towards the payment of the interest on the mortgages, taxes, and various utility bills owed by A'Lelia Walker at the time of her death.

Ransom had apparently also reminded Mae that she would be held accountable for the rent money that she was collecting from Ernest, the Villa employee who resided in the apartment above the garage at Irvington. Mae retorted, "I understand fully that I am accountable for the rents received by me from Irvington and am awaiting your arrival to adjust these matters with you."

As Mae came to realize that, given the indebtedness of A'Lelia's estate, she would inherit very little when all was said and done, she became increasingly irritated, as evidenced by her curt remarks to Ransom, expressed in her letter to him, written on Christmas day, 1931. Her fairytale life coming to an abrupt end, Mae would begin to make out right demands of Ransom, contrasting her sweet requests of the past:

"You stated that you took it for granted that I had taken care of the jewelry. As a matter of fact I have done nothing about it for I have no money with which to pay the interest on the jewelry. I turned over to you the bank account also $1500 from the sale of personal property, paid for the appraisals, paid the inheritance tax and took care of all expense incurred by the auction sale." Mae further complained, by pointing out that "All the money that has been used for settling the estate thus far has come from the sale of personal property that was willed to me (and I have not objected). Now as to the jewelry I expect you and Mr. Brokenburr as executors to work out some way to take care of that. I recall you told me that executors have the power to make a loan to take care of liens on their testator's estate."

Take out a loan, so that Mae could keep her jewelry? Who was to be made responsible for the repayment of the loan? Had Mae Perry been completely divorced from the mundane realities of the Walker Manufacturing business?

Was she not cognizant of the fact that Walker Manufacturing, the "cash cow" by which everyone's "bucket" had been filled, was indeed milked dry? Madame's Villa had been sold, and Mae was upset over jewelry, which was given to her, not earned through her own blood, sweat and tears! Now Mae was telling Ransom what she expected him to do? Complaining about having to make sacrifices of her personal possessions, which were hers by virtue of someone else's work, sacrifice, and graciousness?

Mae had also begun to question Ransom regarding her stock in the Walker Manufacturing Company; she had introduced the subject to Ransom by writing that she had been approached by a gentleman who inquired about her willingness to sell her stock in the Mfg. Company. "I of course laughed at him," Mae wrote, "for I should never want to do that." She smoothly went on to say, "However this thought occurred to me that while you told me that I owned a one-sixth interest and you owned a one-sixth interest under mother's will, still I would like you to tell me just how many shares of stock I own and how many shares you own."

Mae then went on to request that Ransom "special send" the plans of the Villa and any photography of the Villa, "at once."

In February of 1932, Mae Perry and family were still living at the Villa, and according to a letter dated May 10, 1932, and written by Annie Poth, purchaser of the Villa, the Perry Family had still not removed their belongings from the Villa; writing to Ransom, Mrs. Poth stated: "You may depend that I shall be very happy to have the belongings of Mrs. Perry removed from the premises. I would not take unfair advantage for anything in the world. There are two fixtures missing in the Music Salon. Isn't that too bad? However, we must give and take in this life, so I guess we will just have to make the best of it."

Had the Perry family "made off with" the salon fixtures? If so, it represented only the beginning of what the Perry Family would make off with, as bit by bit, they inched their way into Madame's Company, making themselves "permanent fixtures" therein.

Once the Villa was finally sold, Ransom and the other Trustees/Officers, inundated with the manifold responsibilities and debt of the various businesses, (Walker Mfg being the only business actually netting a profit), now focused their energy towards stabilizing the financial nightmare that existed. A'Lelia's estate could not be closed until all her debts were paid and all disputes settled.

To be sure, as the years progressed, there were disputes a plenty to surface, the majority of which inevitably pertained to the Perrys. In January of 1932, Mae Perry took over the position of President of the Walker Mfg. Company, but it was of course Ransom, the General Manger, who saw to it that things kept running.

Mae's ceremonial role as President of Walker Mfg. was not surprising, inasmuch as A'Lelia

Walker's role had been much the same. Mae was not nearly the personality figure A'Lelia had been, and both successor Presidents of Madame's Company, were certainly far from being what Madame Walker had been as President. With that in mind, should their salary as President of Walker Mfg., have been equal to what Madame's salary had been prior to her death –especially considering the rather obvious fact that the Mfg. Company's financial condition could no longer substantiate or support such a salary?

According to the 1918 minutes records of the Company, it had been decided that "owing to the fact that Madame Walker, after years of hard labor and giving her entire time to the business had developed it to such extent and placed it on such a paying basis and that because of the great increase in customers and receipts, she should be placed on a annual salary commensurate with the services that she had rendered the Company, and that hereafter her salary should be Fifteen Thousand ($15,000.00) Dollars per annum, and that this salary is subject to an annual increase in proportion to the increase of her business."

Madame would only receive this $15,000.00 salary once, inasmuch as she died the very next year. During the first nine years that A'Lelia was President, the Manufacturing Company had paid her the $15,000.00 salary, then in 1929, it was decided that, due to the indebtedness of the Walker Mfg. Company to Walker Realty, A'Lelia would receive no salary until the Walker Company debts were paid; according to the minutes records of Walker Mfg., this decision was A'Lelia's idea:

"At the request of A'Lelia Walker and upon motion of F.B. Ransom, General Manager, owing to the obligations of The Mme. C.J. Walker Mfg. Co. to The Mme. C. J. Walker Realty Co., as set forth in the minutes of the Corporation under date of March 25th, 1927 –it was agreed that the Mme. C.J. Walker Mfg. Co. would pay no money to A'Lelia Walker as salary as President of the company, during its obligations in said minutes as above indicated. That A'Lelia Walker would accept in lieu thereof –all monies and income from the property known as 108-110 W. 136th Street, New York, N.Y., and such additional money as could be paid from time to time out of the profits of The Walker Beauty Parlor operated by the Mme. C.J. Walker Mfg. Co. in New York City, under the supervision of A'Lelia Walker."

Notwithstanding this agreement, the 1931 financial records of Walker Mfg. shows under accounts payable, an undrawn salary in the amount of $59,153.13 owed to A'Lelia's estate. In fact, the records indicate that Walker Mfg. owed F.B. Ransom, Robert Lee Brokenburr, Mae W. Perry, and Violet Reynolds, undrawn salaries totaling almost $100,000.00.

So, our Trustees/Officers were not entrepreneurs after all! They did not want to assume the risk of business, take personal responsibility for their business decisions, and incur loss if need be. They wanted to be paid what they deemed to be their deserved salary, regardless of their poor business decisions. Consequently, as indicated in the Walker Mfg. Co.'s financial record of 1935, the Company's liabilities totaled $199,000.00, of which, $178,000.00 was owed to "affiliates", those being the Trustees/Officers.

Without a significant change in leadership, the Madame Walker Mfg. Company would continue its financial tailspin downward, with only brief moments of light. The additional businesses estab-

lished by the Trustees would continue to drain Walker Mfg., very rarely showing any significant profit. By 1935's end, Walker Mfg.'s net sales were down to $70,142.50, and the Company's net profit was $10,955.06. Fourteen years later, in 1949, though net sales had increased to $192,184.00, the Mfg. Company nevertheless suffered a net loss of over $5,916.00. According to Howard Painter, C.P.A., this loss was largely due to: (a) Losses in operation of schools and shops, and (b) Greater administrative and general expenses.

Commenting further on the increase in administrative expenses, Mr. Painter wrote: "Folio 6 herein, shows increases in the year 1949 over 1948, in practically all items, the largest of which is in executive salaries;" Mr. Painter then demonstrated his point by exhibiting the Executive salaries of each of the seven Company directors, who, having voted themselves pay raises, had been "paying themselves back", the money that the Manufacturing Company allegedly owed to them –independent of their own personal liability naturally. Whereas executive salaries had amounted to 21% of the net sales in 1944, by 1949's end, executive salaries would constitute 36% of the net sales of Walker Mfg. Consequently, though the net sales of the company had begun to increase over the years, the Company's net profits had decreased, eventually falling out of the black altogether, and into the red -again.

Aside from the financial losses experienced by Madame's company, there had been, in the year 1945, and again in 1947, two Trustee deaths, Mae Perry's and F.B. Ransom's, respectively.

Mae Perry, like A'Lelia, had died "young" at the age of 47, on December 6, 1945. She had served as President of Walker Manufacturing for almost fourteen years, and her one-sixth share of stock in the company would be passed down to her daughter, A'Lelia Mae Perry. Although Ransom had drafted a will for Mae in 1928, Mae had written to Ransom requesting that he "please destroy the will"; consequently, Mae died intestate, without a will.

Mae's position as President of Walker Manufacturing was not immediately filled; however, on February 20,1946, Marion R. Perry, Mae's husband, was elected to be a member of the Board of Directors of Walker Mfg., for a term of one year, and was re-elected each subsequent year through 1949. The financial statement of Walker Mfg. shows that Marion Perry was being paid $6,450.00 annually, more than all other employees, except Ransom and Brokenburr. It would soon be understood that Mr. Perry had worked out some sort of "arrangement" with Ransom.

F. B. Ransom died not long after Mae Perry, on August 6, 1947. He died testate, naming his wife, Nettie Ransom, as executrix of his estate. Robert Brokenburr and Frank DeFrantz were now the two remaining original Trustees. Violet Reynolds, Marion Perry, and Willard B. Ransom were the successor trustees to A'Lelia Walker, Mae Perry, and F.B. Ransom, respectively.

Robert Brokenburr would replace Ransom as General Manager and General Attorney of Walker Manufacturing. Willard Ransom, F.B. Ransom's son, was named Assistant General Manager, and Assistant General Attorney. Violet Reynolds, who had been Secretary of Walker Mfg. since 1915, was re-elected to that post. Marion Perry was named Treasurer.

The initial meeting of the new Walker Mfg. Company officers was, to say the least, not without incident. Brokenburr called the meeting to order and then gave a brief speech wherein he refe-

renced the passing of Ransom, giving him kudos for making a supreme effort to always "promote the best interest of the Company in a manner he thought would be acceptable to the Founder." Brokenburr ended his speech by stating that he "hoped that all would cooperate for the benefit of the Company to the end that it will be more successful as a fitting memorial to the Late Madam C.J. Walker and to Mr. Ransom's effort."

There would be no such cooperation. To the contrary, of the seven Resolutions passed, Marion Perry raised objection to, and voted against six. He objected to Willard Ransom's election to the Board of Directors of the Company on the grounds that the Articles of Incorporation only provided for three directors. Yet, Mr. Perry went on to suggest that the Articles be amended so as to make it possible for both A'Lelia Ransom, and his daughter, A'Lelia Perry, to be elected as board members. Brokenburr rebutted that he favored passing on the matter -the same as was done when Mr. Perry was voted in.

It was resolved that Mr. Perry continue to be paid his $6450.00 salary; Mr. Perry opposed this action on the basis that he did not feel that it was the proper time to settle the matter, but that the issue should be addressed when the "program for re-organization" was initiated.

Marion Perry objected to Brokenburr being named General Manager on the grounds that "the General Manger had no definite power since no provision was made for same in the by-laws." He then objected to Willard Ransom being named the Assistant General Manger as he favored Willard as General Manager! He subsequently objected to the resolution that Violet be name Assistant to the General Manger on the basis that the word "General Manger" in its scope and authority had not been defined.

The seventh Resolution directed that the unpaid balance of F.B. Ransom's salary for 1947 in the amount of $4,000.00, be paid to the Nettie Ransom, executrix of Ransom's estate. The Company Minutes then read as follows:

"Mr. Perry objected to this resolution at this time, but not ultimately: in fact he said that a reasonable feeling of humanitarianism would incline one to this view; that in his opinion, and to be consistent even with the pronouncements of Mr. Brokenburr, made in a letter dated July 11th, 1947, that the first duty and obligation of his and his associates was and is to carry out the expressed intention of the Late Madam C.J. Walker by carrying out her last Will and Testament and Codicil. That he feels it is his duty and that of Violet D. Reynolds, also a Trustee and his duty as a Trustee, to be just before one is generous."

"Mr. Brokenburr made the statement that Mr. Ransom's salary was paid on an annual basis and was payable at any time. He further stated that there is a precedent for this action in the act of the Company paying the balance of Mrs. Mae Perry's salary to Mr. Perry."

Thus began the face off; the stage was set for the many other confrontations yet to come. Just before generous? Ironically it had been generosity, which had placed Mae Perry at the helm of Madame's company, making way for Mr. Perry's $6,450.00 unearned paycheck.

Dare any of the Trustees/Officers call for what was just?

Madame's salary had been raised at a rate proportional to the **growth** of her business, with Madame being almost 100% responsible for said growth. As has been observed, Madame willingly scaled back her salary, when her business could not support the amount originally allocated. Conversely, these Trustees/Officers, collectively working half as hard as Madame, set their salaries according to what they wanted to receive; refusing to adjust their salaries proportionally with the Company's earnings, the Trustees/Officers then caused the Company to be indebted to them, for salaries that were inflated to begin with!

Marion Perry spoke of his duty as a Trustee to carry out Madame's expressed intentions. Was he referring to the school of industry on the African continent? Better homes for Blacks? Was he going to buy back Villa Lewaro? Start a loan association? Increase the company's donations to charities and Black educational institutes?

These were in fact visions long since laid to rest, seemingly buried with Madame. Mr. Perry's intentions were far from Madame's visions, much more self-serving in nature.

Marion Perry did nevertheless serve as a needed outside force if you will. Prior to Mr. Perry's scrutiny, the Trustees/Officers, especially Ransom and Brokenburr, had enjoyed unchallenged authority -pity that Marion Perry did not share Madame's vision. He was concerned with furthering his own interests, not Madame's.

For example, during the November 19th, 1947 Board of Directors meeting, a dispute arose over the financial statement of the company, involving the liabilities of the Mfg. company. According to Brokenburr, chairman of Walker Mfg., the company allegedly owed Ransom approximately $50,000.00 at the time of his death, and owed Brokenburr approximately $44,000.00, (aside from his current salary). Marion Perry objected to the adoption of the report, due to the fact that the financial report did not list as a liability $58,000.00 of unpaid salary, owed to A'Lelia Walker at the time of her death.

Brokenburr, and Ransom before his death, had taken the position that A'Lelia in fact owed the Company, based on Company receipts whereby A'Lelia had been advanced significant amounts of cash, and based on the understanding wherein A'Lelia had voluntarily forfeited her salary as President.

It was to Marion Perry's advantage for the Company to owe A'Lelia, because this money would be used to pay A'Lelia's debts, and what was left would belong to Mae, and thus Mr. Perry. Yet, as the minutes reveal, Marion Perry would take matters even further:

"At this time, Mr. Perry brought up further matters pertaining to the Estate of Sarah Walker, deceased, of dividends etc. Mr. Perry said he could not vote for the approval of this report for the reason that it shows that his deceased wife, Mae Walker Perry was given absolutely no consideration in the matter of salary for being President of the Company, and serving as such under the same instrument that has been the basis of salaries F.B. Ransom, Robert Lee Brokenburr, and A'Lelia Walker were paid."

The "instrument", to which Mr. Perry had made reference, was either Madame Walker's Will and Codicil, wherein she had provided a specific amount to be paid to the General Manager of her company, or it was the 1918 minutes record of the Company wherein the salaries of the President and General Manger were agreed upon.

Not to belabor the point, but these salaries had been set at a time when Madame's Company was extremely prosperous, with Madame herself at its helm. Since 1921, the sales of Madame's Company had significantly decreased, while its indebtedness had increased. The salaries of the President and General Manager should have been adjusted proportionally to better reflect the Company's current state of affairs. Instead, the Trustees/Officers insisted that the Company should be made to pay all uncollected salaries -salaries that had not been paid, because the Company simply could not afford to do so, its inability to pay being a direct result of business decisions made by the Company Officers.

Rather than argue this point on behalf of the Mfg. Company, Marion Perry argued that his wife should have been paid $15,000.00 annually, just the same as the other Company officers had been paid! Never mind all of the "perks" and financial favors that Mae had received in her life, by virtue of A'Lelia's affection, Ransom's indulgences, and the Company's money, Mr. Perry wanted more –much more.

Ultimately, Marion Perry wanted all one thousand shares of stock in the Walker Manufacturing Company. He wanted what even Madame's own daughter had never had.

As the years progressed, Marion Perry's demands grew. He often referred to an agreement, which had been reached between him and F.B. Ransom, in 1946, prior to Ransom's death. Regardless of any agreement Mr. Perry and Ransom had, Ransom did not have the unilateral authority to bind the Company in any way that would be at variance with the well being of the Trust –which essentially was the Walker Mfg. Company. Any such agreement would only be valid if the Trustees un-animously approved it.

Oddly, Mr. Perry nevertheless was afforded significant leverage by allegedly possessing the documents –two letters actually-whereon the terms of his agreement with Ransom were detailed. Recalling that Ransom's son, Willard, was a Trustee and a Company officer, and that Ransom's daughter held a one-sixth share of stock in the Company, Mr. Perry knew that in order for his agreement with Ransom to be disqualified as legitimate, the Trustees would more than likely have to sue F.B. Ransom's estate, charging that Ransom did not have authority to bind the Company in the contract with Mr. Perry. This was of course a catch 22, as Mr. Perry would then naturally sue F. B. Ransom's estate, undoubtedly charging fraud or misrepresentation. Mr. Perry often threatened such a lawsuit, using this threat as a means whereby he could get what he wanted.

The first thing he wanted, of course, was to continue receiving his unearned $6,450.00 a year salary. He then insisted that his daughter A'lelia Mae Perry be named President of the Company, and thus a member of its board of directors. The Company was already –presumably per the terms of the infamous agreement- paying for Walker Perry, (Marion's adopted son, Mae's firstborn) to attend College.

Mr. Perry, believing "that he should be shown some tangible degree of honor", as he put it, insisted that he be elected treasurer, "on his own terms" as Brokenburr put it. Perhaps Marion Perry would at least earn his keep working as treasurer; he was certain to keep track of where all the money was.

When assigned certain tasks, Mr. Perry insisted on having special authority, as demonstrated by the minute records of May 7, 1948:

"At this time, Mr. Brokenburr asked Mr. Perry what plans he had made with reference to advancing and developing the Southwestern territory. Mr. Perry said that he will not accept the territory without power of action. Mr. Brokenburr asked him to submit to him his proposed plan, as he was in favor of giving him certain powers."

Mr. Perry's next demand was for office space: "Mr. Perry asked that he be given office space inasmuch as he is treasurer of the Company. Mr. Brokenburr said that everything is crowded, but that he would try to arrange for space. Mr. Perry made the motion, and it was seconded by Mr. DeFrantz that space be provided."

Mr. Perry then requested additional favors for family members; Mr. Brokenburr stated, "Marion R. Perry discussed with him the matter of employing Walker Perry as a salesman in the east, particularly Philadelphia, Pa. That Walker Perry has decided that he will not return to school. Also he said Mr. Perry asked that his nephew be given summer work."

Around July of 1948, Marion Perry filed a lawsuit against Robert L. Brokenburr as Executor of the Last Will and Testament of A'Lelia Walker Kennedy, deceased. Again, the Company minutes provide the details of Mr. Perry's lawsuit:

"Mr. Brokenburr read to the board a complaint of a suit filed by Mr. Marion Perry and Sue Knox as co-administrators of the estate of Mae Walker Perry, deceased. The suit seeks to have Mr. Brokenburr removed as executor of the A'Lelia Walker Kennedy estate.

Mr. Willard Ransom also read the complaint, and moved the following Resolution which is attached; Mr. Ransom made the motion that the Resolution be adopted and it was seconded by Miss A'Lelia Ransom. Mr. Perry was not ready for the vote. He said the suit was not against the Mme. C.J. Walker Company, and had no right to be brought before the Board. He said no claim had been made against the Walker Company; that no claim can be made against the Company until he is in a position to file such claim."

The Resolution was adopted. In said Resolution, it stated that Mr. Perry's lawsuit was an indirect threat to the Company because Mr. Perry had claimed, among other things, that Mr. Brokenburr should be disqualified as the executor of A'Lelia Walker's estate due to his failure to report to the Probate Court a $58,000.00 claim against the Company, representing A'Lelia's unpaid salary as President of Walker Mfg. Company. This money, Mr. Perry argued, should have been listed as an asset of A'Lelia's estate. The resolution further declared that Mr. Perry's lawsuit was "a threat to impair the assets of said company to such an extent that this board should take cognizance of said suit and its implications and take whatever steps that it deems advisable even to employing additional counsel to protect the interests of this company."

Mr. Perry purchased office furniture and equipment the very next month; however, Mr. Brokenburr moved that the Company pay for authorized furniture only, claiming that Mr. Perry had exceeded his authorization, and had "acted in a very ungentlemanly like manner in the presence of the office staff..."

Spending the Company's money at will, Marion Perry was markedly remiss in his duties as treasurer and his other responsibilities as a Company board member. At the August monthly board meeting, Mr. Perry did not have his report prepared, as Treasurer of the Company, (a position he had insisted on holding). He also did not have a report pertaining to his Southwestern territory. Mr. Perry offered the following excuse:

"Mr. Perry said that no duties have been designated; that someone else was hiring Salesmen and directing. His views were that if he was to handle a territory, that he should be given power to do so. That if given this power, he could increase the sales 30%. Mr. Perry said that he would like to operate in Michigan and Ohio, in addition to the Southwest."

It was called to Mr. Perry's attention that in the May 7th, 1948 meeting, Mr. Brokenburr had asked him to submit his plans.

In this same meeting, Willard Ransom reported that Walker Perry "was not doing very much as a Salesman." Ransom said that Walker had failed to submit his reports as requested.

Each meeting becoming more volatile than the last, by October, Marion Perry was demanding that his salary be doubled, that he be given additional territory other than the eight states he had been assigned, and that Walker Perry, who had now decided to return to school, continue to be paid half of his salary as a salesman for the Company. Mr. Perry even went so far as to say that he was unwilling to work under any other plan, and that "such persons who object, do not have the welfare of the Company at heart"!

By the way, Mr. Perry did not have his report as Treasurer –for the third month straight- and begged indulgence!

As to his demands, Brokenburr said that he thought Mr. Perry was asking for too much territory considering that Texas was a "nation in itself", and Ransom wanted Mr. Perry to justify his salary of $6,450.00 for which he was currently being paid, Brokenburr adding that "he could see no reason why the Company should continue giving $6,450.00 for no service; that it was wrong in principle."

Once again the minutes of the Company give an account of what happened next:

"Mr. Perry then went into a long discussion of his salary stating that the Board knows why he is getting his salary. That the late F.B. Ransom and he had an agreement. That he was asked to go back to Arkansas and sit down. He said that he asked Mr. Ransom for a letter; that he must have some duties or some semblance of duties. Mr. Perry said Mr. Ransom told him he would give him $6,000.00 per year, and that he could attend Graduations etc. Mr. Ransom did this, Mr. Perry said

because he knew a receivership could be appointed. Mr. Perry said that he has two letters from Mr. Ransom."

On the matter of Walker Perry's education, Brokenburr told Marion Perry that there was "no legal basis for the Company to pay this bill; that the late Mr. Ransom did not have the authority to bind the company in that matter." He also indicated that he and Mr. Perry had agreed upon that issue some time ago.

Mr. Ransom had previously informed the Board that Walker Perry's sales had not exceeded $30.00 for the three months that he had worked, and that he had sent in only one report. How was it possible that Marion Perry would then unabashedly ask that the Company continue to pay half of Walker Perry's salary, when he had already been paid for work that he did not do?

In spite of the glaring injustice of it all, the Board unanimously agreed to pay Walker Perry 30% on his sales. Mr. Perry was then asked to bring in a report on the estimated length of time and education requirement of Walker Perry, for the Board's consideration.

In the December 1948 meeting, Brokenburr stated that he was against advancing funds for Walker Perry's education, "particularly in view of the Company's financial condition." Mr. Perry, however, insisted that Walker Perry's education was the responsibility of the Walker Company per A'Lelia's Walker's **codicil** and that Walker preferred to study at Howard, and that he should be set up in business, "in accordance with the idea expressed in the will; that this sum should come from his interest in the Walker Company." The minutes then tell us "Mr. Ransom and Mr. Brokenburr disagreed with Mr. Perry on this statement."

Item #1 of A'Lelia Walker's codicil stated the following: "In order that I may be sure of the proper provision being made for the education of my grandson, Walker Gordon Jackson, I hereby direct that a sufficient sum be set aside for his higher education out of the net income of the Mme. C.J. Walker Mfg. Company, said sum to be agreed upon, and administered by the Trustees of the Sarah Walker Estate*."

A'Lelia's codicil went on to say the she desired money to be set aside for equipping and furnishing an office for Walker Perry's business, once he finished college. She had hoped that Walker Perry (a.k.a. Gordon Walker Jackson) would study medicine.

Mr. Brokenburr pointed out that A'Lelia Walker had only owned one-third share of stock in Walker Mfg. and therefore if the Trustees were liable "it is to the extent that they should agree upon the sum of money to be spent for Walker's education, and to administer same if there is any payable out of dividends declared on the one-third (1/3) of the Capitol stock of the Mme. C.J. Walker Mfg. Co. owned by A'Lelia Walker Kennedy at the time of her death."

Herein was a significant contradiction in terms of A'Lelia's will versus her codicil. Her will had directed that her 1/3 share of stock be divided equally between Ransom and Mae; however, her codicil directed that Walker's education be paid for from dividends declared on the net income of the Walker Company. How odd, inasmuch as, A'Lelia could not bequeath what she did not own. With 2/3 of the Company stock being owned by the Trustees, A'Lelia had no authority to direct

that the net income of the Company be used for Walker Perry's education. Furthermore, she had already bequeathed her one-third share to two others, and it was the new stockholders' prerogative, to do whatever they pleased with the money derived from their 1/6th share.

Notwithstanding these suspicious and unusual contradictions, Mr. Perry insisted that Walker Perry's education was a lien on the 1/3 of the stock formerly owned by A'Lelia. He even had the audacity to suggest that Walker Perry's education should qualify as a "worthy charity" and should therefore be paid from dividends declared on the two-thirds stock placed in the Trust per Madame Walker's will! Mr. Perry added that he thought about $1,500.00 would take care of what Walker Perry had in mind.

Brokenburr and the other Board members were more concerned about what amount of money would take care of what Mr. Marion Perry had in mind in view of the fact that Mr. Perry's demands seemed both never ending and ever expanding. Every board meeting had been plagued with controversy at some level.

There had even been problems with Marion Perry's daughter, A'Lelia Mae Perry; as President of the Company, she was responsible for signing all checks; however, according to the March minutes of 1949, A'Lelia Perry had failed to send checks bearing her signature to the home office; Brokenburr was therefore unable to pay current expenses. The Board members –minus Marion Perry who refused to vote on the matter- were forced to amend the by-laws of the Company to allow for checks to be signed by someone other than the President of the Company.

Forced to take some sort of definitive action concerning Mr. Perry, Brokenburr sought out a legal opinion regarding Mr. Perry's unearned salary. In a letter dated September 3rd, 1949, Leo Rappaport, of the Law Offices of Rappaport, Kipp, and Lieber, wrote the following opinion to Brokenburr:

"The oral examination of Mr. Marion R. Perry, at my office some months ago, developed the fact that he is drawing a salary of $6,450.00 per year, and that he is performing no service of any consequence for the corporation. I do not know why or under what circumstances this salary was voted for his benefit, but I feel it my duty to call your attention to the fact that Directors of a corporation lay themselves liable for corporate funds illegally paid. It may, of course, be possible that some circumstances heretofore existed which made payment of this salary proper, but I feel that it is my duty to warn you that continuation of such payments, without an adequate return in the way of services from the recipient, would definitely make the Directors liable."

As a result of this communication, which Brokenburr read allowed in the September Board of Directors meeting, it was decided that Mr. Perry's salary would be reduced to $1,200.00 annually, the designated salary of a Director, and it was also resolved that Mr. Perry no longer serve as Treasurer; Mrs. Marie Overstreet was nominated to be Treasurer in Mr. Perry's place.

Mr. Perry responded to these actions by first insisting that he was "ready and willing to work", and that he had never believed that he "was wanted to do anything." Brokenburr refuted Perry's response by reminding Mr. Perry of his own words in which Marion Perry had boasted that he had "always been able to make a living without working." Moreover, the minutes of the Board of

Directors meeting of Oct 11, 1948 were read, relating to Mr. Perry's comments that the Board knew why he was getting his salary, that the Late F.B. Ransom had agreed to pay him this amount.

As could be expected, Marion R. Perry would not accept these actions without a fight. At the next Board meeting, in June of 1950, Marion Perry made a motion for his salary to be restored; the motion was seconded by his daughter A'Lelia Mae Perry; however, with a vote of two in favor (the two being Marion and his daughter), and three against, the motion was lost.

Angered, Mr. Perry proceeded to make several threats, speaking of "justice being served", as he insisted that his contract with Ransom was valid. He further stated that, "if he prevails, someone is bound to look forward to the day when they too can be up against a calloused view." The Company minutes detail what transpired next:

"Mrs. Reynolds asked Mr. Perry for clarification of his statement. Mr. Perry said he meant that if the Board is fair and generous with him, that is, if his Salary is restored, and if he prevails in his lawsuit, he will not wipe you off the face of the map. That he will give due consideration to those of you who have served many years."

"At this time Brokenburr said to Mr. Perry that he (Mr. Perry) had been talking and threatening a lawsuit for many years, and Mr. Brokenburr wants Mr. Perry to file his lawsuit, file all of them –so that we can know where we are. That if Mr. Perry is successful in his law-suits, that he will be glad to vacate."

"Mr. Perry said he would see that Mr. Brokenburr's request is granted."

Less than four months after this showdown, during the May 3rd Board meeting, Marion R. Perry, would finally get around to asking for that which he had wanted all along; Perry demanded that the Board members promptly deliver to him, his daughter, and his son, all one thousand shares of stock in the Madame C. J. Walker Company of Indiana, stock which he claimed was owned by him and his family.

Naturally, Perry's request was denied by the Board. Marion R. Perry and A'Lelia Mae Perry subsequently submitted their letters of resignation to the Board, which the Board happily accepted.

Mr. Perry wasted no time in filing his lawsuit; civil cause #2341 was filed in the District Court of the United States for the Southern District of Indiana on July 21, 1950. Mr. Perry essentially alleged that both Madame Walker and A'Lelia Walker died intestate and therefore, by virtue of the adoption of Mae by A'Lelia Walker, the Perry's were the rightful heirs of all one thousand shares of stock in the Walker Mfg. Company, said stock having been passed down from Madame, to A'Lelia, to Mae. Mr. Perry also claimed ownership to Walker Realty Corp., due to its connection with Walker Manufacturing.

Mr. Perry attempted to argue that the Trustees had violated their obligations under both Madame and A'Lelia's will, and this violation rendered both wills null and void. He specifically charged that "wrong doing was perpetrated upon said A'lelia Walker Kennedy and her estate in that she was wrongfully advised by those who represented her and upon who she confidently relied..."

Those upon whom A'Lelia had "confidently relied" were Ransom and Brokenburr, and the bad advice pertained to the purchasing of the land upon which the Walker Theatre was erected along with the establishment of Walker Realty. It was also alleged by Perry that the Estate of Sarah Walker had been "mismanaged and wrongfully handled" *also* by reason of Ransom and Brokenburr's poor counsel.

Consequently, "for the alleged reasons and grounds set out in the complaint" both of the Walker women's wills were to be considered invalid, thus causing the Perry's to become the heirs to both estates. However, the Perrys did not limit their lawsuit to the Trustees only; they sued each board member, both personally, and in their capacity as Board members of Walker Mfg, which entailed obligations and responsibilities to Walker Drug/Coffee Pot Restaurant, Walker Casino, and Walker Theatre.

Oh what tangled webs had been woven amidst Walker Mfg. Company's closet full of skeletons!

The Perrys had also sued the Vice-President of Walker Realty, a Mr. Curtis, who was the representative of the bondholders of the Realty Corp. Walker Realty, had been reorganized back in 1937, due to the Manufacturing Company's inability to pay it's "rent" in those days. In the case of F. B. Ransom, the Perrys sued Nettie Ransom, the executrix of F.B. Ransom's estate, and his widow.

A special meeting was called for the Board of Directors to discuss the Perry lawsuit wherein it was resolved: "that the expense of defending the said cause of action by the Madame C. J. Walker Manufacturing Company of Indiana, by it Directors, and by Robert Lee Brokenburr, Violet Reynolds, Faburn DeFrantz, Willard B. Ransom, and A'Lelia R. Nelson individually, and Nettie L. Ransom individually and as executrix of the estate of Freeman Ransom deceased, be paid by the Madame C.J. Walker Manufacturing Company of Indiana."

The "defendants" hired three separate law firms to represent them against the Perry suit, paying out $5,000.00 in retainer fees. The law firm of Rappaport, Kipp, and Lieber charged $100.00 per day. The law firm of Thompson, O'Neal and Smith would render their services at a rate of $150.00 per day. The third law firm would receive no more than $2,000.00 above their retainer. Although Mr. DeFrantz had raised his objection to "the piling up of legal fees", Ransom and Brokenburr thought it best to "not take any chances", inasmuch as they had everything at stake, and Mr. Perry had hired his own arsenal of attorneys.

Since there was no money available in the Company's bank account with which to pay the retainer fees, the Company was forced to cash in bonds with a $5,000.00 face value.

To say that this lawsuit was an unwelcome burden is indeed an understatement, for not only was the Company strangled yet again with another non-business related expense, the Trustees/Board members were themselves hard pressed to give their full attention to the Manufacturing Company's survival, with the ever present threat of Mr. Perry's suit, which carried with it, the possible dismantling of the entire company structure. Mr. Perry had, after all, threatened to wipe them "off the face of the map".

Ironically, and perhaps even symbolically, around the time of the Perry lawsuit, the Board members had decided to "wipe Madame's face off" of the packaging of the Walker products, replacing her image with a new package design.

Although Madame Walker's likeness had been on her products since the Company's beginnings, due to the trend in the Black beauty industry to utilize "fair" skinned Black women in their advertisements, and given Madame's rather "dark-skinned" complexion, the tradition started by Madame herself was abandoned, in much the same way as all her other practices had been. Long gone was the Spirit, which had given birth to the Legacy, of which everyone had taken a bite, and which was now being chewed and swallowed to death by Marion Perry's ambition.

All of the seven remaining Walker Beauty Schools (there had been nine) were losing money, and had been running in the red for quite some time. By September of 1952, the Tulsa Beauty School would be the first of the Walker Beauty Schools to close its doors due to non-profitability. At the close of 1947, twenty years after the initial loan had been secured for the grand Walker Theatre Building, Walker Mfg. still had a balance due of $125,000.00. Two years into the Perry lawsuit, in 1952, the famous white elephant, now twenty-four years old, was in desperate need of repairs on all levels. In fact, the company minutes reveal that the Board was ashamed to have the Walker facility viewed:

"Mr. DeFrantz asked if members of the Board would be in favor of his inviting Mr. Percy Julian to visit the Company factory and make some recommendations as to its Products etc. it was generally thought that Mr. Julian would be greatly shocked at the Company's facilities, and that perhaps it would be more advantageous to improve the plant before any such invitation is extended."

Realizing the potential ramifications of continuing to operate Walker Manufacturing, in the same half hazard way of the past, and without any significant changes in its present corporate structure, it was Willard Ransom who finally showed some sense of personal accountability for the financial plight of Walker Mfg. In a six-page report written by Ransom, he outlined his proposal designed to increase the sales of Walker Manufacturing to $500,000.00. He opened his plan by writing a compelling admission:

"The Walker Company sales figure of $200,000.00 per year for a concern that has been operating for fifty years in the cosmetic market, with a good reputation and good products, is almost disgraceful and is certainly far from the true sales potential of the Company, which in my humble opinion, would be somewhere near one million dollars per year, minimum...Those of us in the leadership today must bear the responsibility of our failure to show a profit, and I feel we must completely reorganize policies to achieve this objective."

Continuing to emphasize personal accountability, Ransom further wrote: "The Walker Company sales today are far lower than they were at the peak of the Company's progress, yet when we consider the greatly expanded distributive system, the growth of population and wealth among Negro Americans, the inflationary spiral and the pioneer position of the Walker Company, it becomes clear that we should be selling far more today than we did then."

As Ransom detailed the importance of increasing the Company's net sales, he spoke of "acting

before it is too late", and of the "intense competition" to be faced by the struggling Company. In conclusion Ransom returned again to his original theme of personal accountability: "It will be no answer to say that we shouldn't borrow money, or the law suit will make it difficult to borrow money. I submit that the fact that we have lost money in some of the most profitable years for most corporations in American history indicates that there is something basically wrong with our top thinking and planning and we as officers, executives and Board members must share the responsibility for this failure. If the corporation stock was held differently, all of us might be fired."

Does not the Truth speak for itself?

Given that both Ransom and Brokenburr were licensed attorneys, they had done much of the background legal research themselves, and it appears that this research had been initiated long before Marion Perry's suit, a fact which is not surprising given the many years the Perrys had threatened such a suit. As far back as 1947, Brokenburr had begun making inquiries into the legality of the Mae Walker Perry adoption of 1912. Indiana Adoption Court archived documents revealed that no such adoption was granted in Indiana; apparently Lelia Walker Robinson (this was her name in 1912) had therefore traveled to the state of Pennsylvania, wherein she herself was a resident, to file for the adoption of Fairy Mae Bryant.

According to a letter written on September 25, 1947, by the Prothonotary of the Court of Common Pleas, Allegheny County, Pittsburgh, Pa., and addressed to Brokenburr, there was a record of a Petition and Order of the Court in case #505, of Fairy Mae Bryant, which was enclosed for Brokenburr's perusal as had been requested. Interestingly, on January 3, 1948, Brokenburr wrote a letter to the Secretary of State of Pennsylvania, making the following request:

"Please be kind enough to send me a copy of the laws of the State of Pennsylvania pertaining to the adoption of a minor child whose parents lived and were residents outside the State of Pennsylvania...that were in force on the 21st day of October 1912, and the 22nd day of October 1912 together with any annotations."

Although the Pennsylvania records indicated that Lelia Walker Robinson had in fact adopted Fairy Mae Bryant, Brokenburr questioned the legality of the adoption because both Mae and her mother were legal residents of Indiana. Which State's adoption laws would apply? Indiana's adoption records for 1912 reveal that although A'Lelia (Lelia) applied for the adoption of Mae in her home state, it was not granted by the Judge. Even if Pennsylvania law somehow super-ceded Indiana's, surely Mae's mother would have been required to sign some sort of document verifying that she was waving her rights as Mae's mother so that Lelia could become Mae's legal guardian. Had Lelia in fact secured Mrs. Bryant's written permission?

For some unknown reason, Willard Ransom was investigating the educational background of Mae Perry. A 1950 letter from the Office of the Registrar of Spellman College validates that Mae W. Robinson attended Spellman Seminary, High School Department, graduating on May 19, 1920. Ransom had also requested information from the University of New York regarding Mae's attendance there; however, the Registrar's Office would not release the records due to confidentiality laws. It is believed that Mae Perry did not complete a College education; she was after all, twenty-one when she graduated from high school. Their motive for questioning the legality of

Mae's adoption was rather obvious since Marion Perry was asserting that Mae should have inherited all the stock in the Walker Mfg. Company, an assertion that was ludicrous at best, regardless as to whether or not the adoption was legal.

As has been made clearly evident, it had not been Madame's desire for her own daughter, Lelia, to own all one thousand shares of stock in Walker Manufacturing, much less Mae and it appears that Madame did not acknowledge Mae as her granddaughter or consider Mae to be Lelia's issue. In Item #2 of Madame's 1917 Will wherein Madame bequeaths to her daughter 1/3rd shares in the MCJW Company Madame further states: "Upon her death said portion of said income and business shall go to her issue and their heirs, ***and should said daughter die without issue***, said portion of said income and business shall revert to my estate, to be disposed of as hereinafter provided." A'Lelia had adopted Fairy Mae in ***1912*** yet in ***1917*** Madame wrote that should Lelia ***"die without issue"*** the 1/3rd share of the MCJW Company should revert back to Madame's estate, clearly demonstrating Madame Walker's position that Fairy Mae Bryant was ***not*** A'Lelia's issue/heir. As with most other things which Madame had bequeathed to her only "issue" she insisted that the 1/3rd share revert back to her estate rather than to be passed down to Mae.

Now here was the Perry clan claiming complete ownership of all shares! Here was Marion Perry charging that the Trustees had deviated from Madame's will and codicil –indeed they had- while simultaneously vying for a further deviation from same.

Brokenburr and Ransom would naturally bill the company for the accrued legal fees owed to them for their legal "service"!

Mr. Perry was not however, successful in his attempted "coup" of Walker Manufacturing according the Walker Mfg. Company minutes of June 6, 1952:

"At this time, Mr. Leo Rappaport, Chief Counsel for the defendants in the Perry suit called by phone to advise that Judge Steckler had decided the Perry suit in the Company's favor. All members were elated, and the meeting adjourned by consent, after which all members went to the Coffee Pot for lunch."

Almost two years after the Perrys had filed suit, the Court had decided that the case was not within their jurisdiction; in short, the case was thrown out of court. Unfortunately, the Mfg. Company had incurred almost two years worth of legal fees, of which over $11,000.00 was still owed to the various law firms which had been retained by the Board.

The June 1952 Walker Newsletter featured a small write-up detailing the good news; Under the heading of "WALKER CO. WINS IN PERRY LAWSUIT" it read, "The Mme. C.J. Walker Mfg. Co. won a smashing victory when the U.S. District Court for the Southern District of Indiana, Indianapolis division on June 6th, 1952 threw the case of A'lelia Mae Perry, Marion R. Perry and Walker Gordon vs. Mme. C.J. Walker et. al., out of court, sustaining the Walker Company's position that the court had no jurisdiction. This ruling climaxed a two year legal battle in which officials have pointed out repeatedly that the Perry's allegations were groundless. Only recourse to the Perrys now is to appeal the decision or seek to act through state courts. However, Company officials are confident that either course will prove fruitless. The Newsletter will keep the Walker

Family fully informed."

This would not be the end of the Board's woes with Mr. Perry and his "groundless" allegations, though it very well should have been. In the end –in spite of the confidence of the Company officials- Mr. Perry would get essentially most of what he wanted: money and positions within the Walker Company and the Walker Trust. It seems that the mere *threat* of another lawsuit would prove to be a fruitful strategy for the Perry clan. In return for their concessions, the Trustees would get what really mattered most to them, their names cleared from any wrongdoing of which Mr. Perry had accused them of committing, against the estates of both Madame Walker and A'Lelia, including any violations of Madame's Trust, and the two-thirds Walker Mfg. Company stock, placed therein.

As for the grass, well, it was trampled as usual. Madame C.J. Walker Manufacturing of Ind., Inc., the pioneer of the entire black hair care industry, was now lagging far behind its competitors, partly due to the endless infighting of its leadership.

Perhaps subconsciously, the Trustees had removed Madame's face from the product jars so that they would not have to be reminded of their betrayal to her legacy and their complete and utter failure to perpetuate her spirit. With no material change in the Company's leadership or its modus operandi, the next thirty years would witness the continual and gradual demise of Walker Manufacturing.

Though all should have been fired (as Willard Ransom had once written), who was going to do the firing? Who was willing to accept responsibility for the mess that had been made of this once thriving company? All were liable (though to varying degrees). Would any however, ever admit that with all their combined education and degrees, none had a clue as to how Madame had managed to do what she had done, having had every conceivable difficulty before her. In fact, self-sacrifice, hard work, and a return to Madame's original methodology was the remedy, yet who in leadership other than Willard was willing to swallow this medicine? So, Walker Manufacturing would remain "sick", becoming weaker and weaker as time moved on.

Madame's Company would endure thirty more years of pimping, thirty more years of deviation from Madame's spirit, until finally, in 1985, the Trustees, and all other shareholders in Walker Manufacturing would sell the Company "lock, stock and barrel" to a man named Raymond Randolph. Purchasing sixty-six years worth of entrepreneurial blunders and neglect, it would be Mr. Randolph and his family who would discover, little by little, the horrifying truth of the Walker Company's history. It would also be Mr. Randolph who, recognizing the value of Madame Walker's image, would place Madame C.J. Walker's face back on the product jars, once again giving her an honor, which should have never been taken away.

Indeed Madame's smile is growing broader by the day –or should I say, broader by the page.

"The hireling fleeth, because he is a hireling and careth not for the sheep."

(John 10:13)

Chapter 10
The Culture of Beauty

As persistent as Madame had been in working her way to the top, Marion Perry had been equally persistent in suing his way to the top. Though his original lawsuit against Walker Manufacturing, and its officers and Trustees had been thrown out of court in 1952, more than two years later, Marion Perry was still making demands for money and positions within Walker Mfg. for himself, his children, and now, his new son-in-law, Henry Bundles, as well.

Unfortunately, by the time things were finally settled in this ten year old "War Over the Rose" drama, the Walker Company had not only completely lost its competitive edge in the Black Hair Care and Beauty Industry, but it had completely lost its footing to boot, having been left in the dust and buried by companies lacking the history and clout of which Madame's company could boast. As Willard Ransom had predicted, competition in the Black hair-care industry had become even more intense, due to the number of White-owned manufacturers, which were now catering to Blacks. Even before the Perry lawsuit, during the mid-forties, according to one source, White-owned manufacturers like Vaseline and Dixie Peach held over 50% of the market share. The Poro Company held a mere 2.1 percent at this time, and Walker Manufacturing held on with a paltry 1.1 percent."

Other key competitors were Snow White and Apex (Apex was black-owned), whose advertising budget for 1946, were $300,000 and $80,000 respectively. According to a report prepared on behalf of F.B. Ransom, and written by David Sullivan, President of a New York based Advertising Consultant Firm, "the results of Snow White research showed the importance of the Negro consumer field as compared to the white market, has caused them to place in the retail stores every conceivable product that Negro consumers could possibly want- from soap to hair preparations." Sullivan goes on to write: "We did the research for Snow White last year. The writer has met Mr. Morton president of the company as well as president of Blair Company. They are spending tremendous sums of money to dominate the Negro market. But, this company has Negroes employed only as janitors in their Lynchburg plant. No more need be said as to the position we ought to take in the Negro market with respect to selling our own cosmetics."

Sullivan's research had revealed, "that colored women spend 150% more for cosmetics and toiletries than do whites." He therefore advised both F.B. and Willard Ransom to spend $70,413.80 on an aggressive advertising campaign, designed to help Madame's company regain its lost share of a market it had once dominated. Having more capital resources at their disposal, White-owned companies were also able to under price the cash-strapped Walker Manufacturing, and offer better deals to retailers.

As opined by William Page, promotion manager of the Pittsburgh Courier Publishing Company, the black market had in fact become overwhelmed as early as 1946: "According to the man I put on the job, Madam Walker's Products, in this market, need a great "shot in the arm". Of course, one thing as you of course know, the market is flooded with preparations for the Negro market. It

seems that the Company that can offer the greatest discounts naturally receive the best consideration from the retailer."

Although Poro is said to have had a 1% market share lead over Madame's company, Annie Pope Malone's company had endured its own financial woes involving taxes. Among the many Walker documents, a browned and tattered paper was discovered, with the following heading:

"DRAMATIC WHITE HOUSE PLEA HALTS PORO FALL CITIZENS ORGANIZE TO RESCUE THE 41 YEAR OLD BEAUTY CONCERN"

The substance of this paper read as follows:

"Definite plans to forestall the foreclosure proceedings against Poro College, are expected to be worked out Friday when a group of citizens meets with Mrs. Annie Malone, founder and head of the nationally known 41-year old institution... The group is a sub-committee of the citizens committee to save Poro College, which was hastily organized by Dean H.M. Smith, of the Chicago Baptist Institute, and Reverend J.H. Howard, pastor of Christ Temple Community Church, to prevent Federal Deputies from taking drastic measures against the institution. So speedy was the action of the committee that the business did not cease its operation; and the committee is now preparing a plan which will be acceptable both with Mrs. Malone and to the Internal Revenue Department. The meeting with Mrs. Malone Friday night will be the first step in devising this plan."

"Poro began as a one room enterprise in a frame building in Lovejoy, all race town in southern Illinois in 1900, and met with such success that in 1902, Mrs. Malone moved her business to St. Louis, where by 1918 she had erected an imposing structure known as Poro College which is now leased as the law school for Lincoln University.

In July 1930, Mrs. Malone moved her business to Chicago and took over the four huge mansions comprising the entire block between 44th and 45th street on South Parkway, which then became headquarters for the company. Poro at present maintains branches in the following cities: Newark, N.J., Atlantic City, New York City, Washington, D.C., Baltimore, Pittsburgh, Cincinnati, St. Louis, Boston, Kansas City, Birmingham, Atlanta, New Orleans and Los Angeles."

Is it a mere coincidence that both Madame and Annie Pope's businesses were in such financial straits, brought on in large part by both tax burdens and real estate overhead?

Once Madame, Annie, and other Black pioneer entrepreneurs of the day had established the existence of a "Black market" -the likes of which had heretofore been largely ignored by White-owned corporations- the "big boys"- we have seen, wanted a piece of the action (which as usual meant the whole pie.) Obviously then, the financial failure of Madame and Annie's companies would be fortuitous indeed for white-owned companies with aspirations to take over this surprisingly lucrative market. Aside from sheer greed, there was of course the impetus of racism and sexism, making Madame and Annie particularly vulnerable targets. This is not to suggest that mismanagement did not exist within these two black-owned corporations; it is to suggest that the Government via taxes -and *possibly* working in collusion with white-owned corporations- could

have helped to orchestrate a portion of the financial hardship experienced by these vulnerable corporations founded by Black women.

We must be ever mindful of the underlying force of fear, which drives both racism and sexism. Those in positions of power always fear anything or anyone, deemed a potential threat to their high positions. Madame and Annie's powerful examples had indeed sparked a revolution of dynamic proportions, which –if left unchecked- could lead to a drastic redistribution of wealth and a complete change in the socio-economic structure which had, up to that time, placed blacks and women in the lowest position, and conversely, whites and men at the "top of the totem pole" so to speak.

Factoring in these ever-present realities, it would therefore be logical to expect that Madame would have bogus reports (half-truths being the most dangerous) and slanderous rumors, pertaining to her character, disseminated throughout the country. These misrepresentations of her character were designed to weaken her lead in the hair growing business, as well as her influence over the thinking of her people in general.

It would also be logical to expect that the root of these false accusations would center on a silly dispute involving none other than Annie Pope Malone -much to the delight of White-owned companies waiting in the wings. Were these companies waiting passively, as aloof observers, or did they play an active role in fanning the fires? At issue were the ever- important bragging rights of who started selling their products first, Annie or Madame.

Madame C.J. Walker had started –per her own words- a "hair growing business", a business that she had cultivated into an entire system and methodology, which she had named "Beauty Culture". In fact in an interview granted to the Indianapolis Recorder wherein she announced the introduction of five new toilet articles to her line of beauty products, Madame empathically stated the following: **"Right here let me correct the erroneous impression held by some that I claim to straighten the hair. I deplore such impression because I have always held myself out as a hair culturist. I grow hair…I want the great masses of my people to take a greater pride in their personal appearance and to give their hair proper attention**."

Beauty, Madame had taught, was a way of life, an outgrowth (pardon the pun) of her original hair treatment founded upon her theory of scalp maintenance. It was this theory, and this methodology, which served as the foundation upon which Madame catapulted herself to greatness.

However, when, and under what circumstances and influences, did Madame C.J. Walker begin formulating and selling her hair loss remedy? Annie Pope and her agents accused Madame of essentially stealing Pope's marketing secrets, formula and techniques.

The Walker Manufacturing Company's tax records, and historical data, indicate that Sarah McWilliams, later to become known by her business name of Madame C. J. Walker, began peddling her homemade hair-growing recipe in early 1900. As previously mentioned, Madame Walker had always asserted and maintained that she had received the formula for her success in a dream, or perhaps what would be more appropriately termed as a vision. A big, black man, Madame had stated, had revealed to her the formula and method by which she would eventually create her hair growing empire.

Such a claim is not at all unusual. Physicist, Niels Bohr himself disclosed that in his dreams the structure of the atom was revealed. Albert Einstein is said to have discovered his theory of relativity by actually seeing his own body, riding on a beam of light. Dreams, intuitive realizations, and spiritual insight, have long been recognized as means of knowing which transcend space and time, intellect and reason.

Moreover, "a reverence for dreams runs like a clear spring through the African American experience." This quote was taken from the inset of author Anthony Shafton's book, "Dream Singers," in which Mr. Shafton explores the dream heritage of African Americans.

In the chapter dealing with visions, he writes, "It's striking how many of the leaders of slave rebellions in the pre-Civil War South were inspired by visions." The author expounds upon this statement with brief discussions of Nat Turner and Sojourner Truth. Not surprisingly, in his notes section, Mr. Shafton also makes mention of Madame Walker's dream, calling it an "ancestor's vision."

Even more noteworthy, beginning on page thirty of this wonderful book, Dream Singers reads: "Gwen Robinson gave an account of a visitation from Madame C.J. Walker, the pioneering black female entrepreneur and philanthropist, about whom Robinson was doing scholarly research:"

""And frankly, I felt that the dream had a message. And that the person, Madame C.J. Walker, *was* speaking to me. In the dream she was sort of coming back from the dead. I distinctly remember being conscious of that. There was an auditorium; there was a program that was going on. And I do not recall whether she spoke to me directly or not. But the message I was getting was, there was a certain way she wanted me to deal with her life. And so I felt as if I had a special mission, that she was communicating to me that yes she wanted me to tell her story.""

Gwen Robinson, I know *exactly* what you mean.

Clearly there would be no need for Madame's Spirit to urge that her story be told a "certain way" unless she believed that her life's story would be, or had been, misrepresented- but by whom?

It has been asserted by Marion Perry's granddaughter, A'Lelia Perry Bundles, that Madame Walker's account of how she received instructions to remedy her own hair loss, was nothing more than an "embellished" claim, drummed up for the purpose of being used as an ingenious marketing tool. In other words, Madame Walker simply lied about her vision -which she had insisted was God's divine answer to her prayers- conjuring up what Ms. P. Bundles calls, a "dramatic dream scenario". Ms. Perry-Bundles -ensuring that this issue not be laid to rest- infers that Madame Walker may have merely stolen the formula of Annie Malone, a.k.a. Annie Pope, founder of Poro. In her book touted to be the definitive story of Madame Walker, Ms. Bundles writes the following: "What is not in dispute is that Sarah was one of Pope-Turnbo's earliest sales agents, probably joining her sometime during 1903."

Probably? Ms. Perry Bundle's "definitive" account is laced with, probablys, possiblys, may haves and ifs, as she weaves a rather unflattering picture of Madame, out of the threads of historical facts

intertwined with threads of information from sources both named and unnamed, and colored with her personal interpretation of those facts, and outright assumptions.

First we are told that Sarah Walker was "ignorant of the most basic hair care hygiene" as well as being "unsophisticated, uneducated, and haphazardly groomed" upon arriving in St. Louis in 1889. Elsewhere in her definitive story, Ms. Bundles calls Madame's hair "matted and scraggly."

Yet in this same book, we are shown a picture depicting a neatly groomed, and neatly dressed, very young Madame who looks to be no more than twenty if that. If twenty, this would mean that the picture was taken around 1887 at the very latest. One thing is certain: this picture is the earliest known photograph of Madame. However Ms. Bundles supposes that this earliest known photograph of Madame was **probably** taken during the 1890's. If so, then how is it that Ms. Bundles confidently makes these assertions about Madame's *pre-St. Louis* appearance, much less what Madame did or did not know about "basic hair care hygiene"? If not, and the picture was taken prior to Madame's arrival in St. Louis –which more than likely the case-, then clearly Madame was not "haphazardly groomed"; her hair was not "matted and scraggly" and there is no evidence that she was "ignorant of the most basic hair care hygiene" upon arrival in St. Louis three or more years after the picture was taken. In fact, in another section of her book, Bundles, in referring to this same picture, describes Madame as being "primly dressed", wearing "a single piece of jewelry –a simple silver broach- below the piping of her high-necked collar." In yet another reference to this very same photo, Bundles tell the reader that it was "taken a few years after" she was married. This would mean that Sarah would have been about ***16*** years old in this earliest known photograph. What? Our 22 year old Sarah arrives in St. Louis "haphazardly groomed" and "unsophisticated" and yet our 16 year old Sarah is "primly dressed" and adorned with a silver broach!

Do not forget that Madame Walker was a washerwoman, a laundress, skilled in the art of washing and ironing, and usually mending white folks' clothes. Madame has been quoted as saying that she took great pride in her work as a washerwoman.

It is therefore quite possible, indeed likely, that she would have also taken pride in the appearance of her own person! According to Ms. Bundles' calculations, Madame began losing her hair sometime in the mid 1890's when she would have been in her late twenties. Indeed this timeline would correlate with the company records which indicate that Madame began selling her home-made hair loss remedy in 1900.

Yet, had Madame truly been "ignorant of the most basic hair care hygiene" *prior* to her 1889 arrival in St. Louis, she would have, no doubt, experienced hair loss long before the mid 1890's.

Partial credit for Madame's wish for a "more smartly groomed appearance", Bundles says, can be attributed to Madame's "relationship with C.J.". (How the ignorant, unsophisticated, and haphazardly groomed Sarah had ever been able to attract an educated, well-dressed, -not to mention "light-skinned"- charmer like C.J. in the first place, remains a mystery!)

Likewise, credit for Madame's faith in God, her lady-like demeanor, sense of culture, social skills, and her survival in general, Bundles claims, can be largely attributed to the evangelical efforts of St. Louis' African-American middle-class population, the small cluster of "educated elite," con-

sisting of "doctors, teachers, lawyers," and the ever impressive, "clubwomen" of the local AME congregation, "who made it their business to know the needy among them". Our scraggily haired Sarah "tracked the mannerisms and conversations" of these "local dignitaries and prominent members," Bundles reveals.

By being "surrounded by the tangible evidence of their economic clout," and "steeped in the AME Church's long tradition of political militancy," our "uneducated and ignorant" Sarah somehow managed to, as Bundles puts it, "reinvent herself"; she "scrupulously crafted" her life story by "jettisoning" and erasing "relationships and events too painful and shameful to acknowledge."

More than likely, she left out things about her past, which were no one else's business, and not relevant to her business!

Apparently the reinvented "educated elite" of St. Louis had already managed to "jettison and erase" the over three hundred year, extremely painful and shameful ordeal of chattel slavery, from which the majority of the black populous had been "emancipated" a mere twenty-four years prior to Madame's arrival to St. Louis! These "local dignitaries and prominent members" of the African-American middle-class of St. Louis, could not, however, erase their skin color -a fact which, in and of itself, is the reason why there was an **African**-Methodist Episcopal church! In the eyes of their white Methodist "brothers and sisters", the "prominent" AME member was still a "Nigga"!

This brings us to the issue of intraracial discrimination. According to Ayana Byrd and Lori Tharps, authors of Hair Story: Untangling the Roots of Black Hair in America, "by the time slavery was officially abolished in 1865, "good" hair and light skin had become the official keys to membership into the Negro elite."

Elaborating further Byrd and Tharps write: "The motivation for this intraracial discrimination stemmed from an unfortunately painful truth. White society, to some extent, was more accepting of lighter-skinned blacks. It did not help, however, that Black people, both light and dark-skinned, helped to perpetuate this truth by maintaining the straight-hair, light-skin hierarchy within their own ranks." Inasmuch as Madame had neither "light skin" nor so-called "good hair" it is questionable as to whether or not she was even *allowed* into the social circles of the St. Louis "Negro elite."

Last but not least, as recounted by Bundles, we have Annie Pope, the Poro founder, to thank for rescuing the ignorant-of-basic-hair-care-hygiene-Madame, from baldness. As Ms. Bundles' story goes, *probably* in 1903, Madame became a Poro representative, having had her own hair "personally" restored by Annie Pope –this according to *Mrs. Pope*!

Continuing with Ms. Bundles' version of history, we are told that after selling Pope's product for two years, in 1905 Madame headed to Denver, "her bag filled with Pope-Turnbo's Wonderful Hair Grower" –this, an embellishment of Bundles. Alleged by Zenobia Fisher -a woman who claimed that her *mother* had "befriended" Madame- while in Denver, Madame met a man named Edmund Scholtz, a very affluent Pharmacist, and owner of the Scholtz Drug Company.

Mr. Scholtz offered to "analyze" Pope's product for Madame, suggesting to Madame that she

"leave out some or put in more" of the analyzed ingredients, in order to come up with her own formula and "make the money" for herself. Ms. Bundles does not tell us how or why on earth Zenobia's mother had been made privy to this -presumably- rather damning conversation between the millionaire white man and Madame, or why Mr. Scholtz would have assisted Madame in this manner. Admitting that, "speculation is required to tie the threads" of all sorts of loose ends, Bundles nevertheless concludes that, "Fisher's scenario seems entirely possible."

On the other hand, Madame's "dream scenario," Bundles charges, was a "divine intervention narrative," of which Madame had "various versions," and in which Madame "intentionally" chose "to omit Pope-Turnbo's role."

As charged by a "St. Louis woman" Madame's "research was filched." What proof was offered by this "St. Louis woman" to substantiate her allegation -***asserted during a Poro convention***- lending it enough credence to make it worthy of Ms. Bundles' mention? None.

Likewise, there was no proof in Madame's day to lend credence to these false allegations designed to discredit Madame Walker. Thankfully, as Fate would have it, along with her own honorable actions, Madame's letters, though written with an entirely different purpose in mind, serve to provide another possible angle to the Walker/Pope rumors.

Madame was no stranger to betrayal and backbiting by agents, employees, and even family. Shadow catchers, poisonous reptiles, and imposter Mme. Walkers on the arm of a vengeful ex-husband, were all seeking to sabotage Madame's business. The mudslinging which Madame had endured became even more prolific after her passing, once she was unable to counter her accusers.

So venomous had become the attacks against Madame's character that Mr. C.J. Walker, himself a former detractor, found it necessary, via affidavit, to defend Madame's integrity, apparently in an effort to make amends for his own past vengeful acts against Madame.

Stating rather insistently that his ex was "a wonderful woman clean of soul and mind" Charles J. Walker further writes in an affidavit dated October 28, 1922, "...that whatever faults may be rightly attributed to this affiant, he at least will not stand idly by and allow the good name and reputation of this woman or that of the business she alone built up be discredited by those who would benefit by such action and also that he may have the satisfaction of speaking for one who cannot speak for herself."

One who cannot speak for herself until now, for she now defends herself through me. As I revisit the written words of Madame's many letters, and as I write them, her words are given new life, thus allowing Madame to in essence, speak for herself.

And what is it that she has to say?

In regards to Annie "Poro" Malone, Madame's words suggest that it was in fact Annie Pope who habitually copied *her* ideas: "I thought it would be better to send letters rather than put it in the papers because Mrs. Pope would see it and start to copy."

These written instructions to Ransom were in regards to Madame's brilliant idea to have her "hair growing" method taught in all of the Black colleges across the country. In order to further "establish her work", Madame offered to give each participating school $100.00 for furnishing a room wherein her hair methodology could be taught and her products sold.

Also, each school willing to send a representative to New York to learn the trade at Lelia College (Madame's N.Y. based school and hair parlor), would be trained for free –on the condition that this "trainee" purchased a comb and some Walker product (the Walker kit, as it was so-named, cost $25.00). Each trainee would then return to their respective college to teach Madame's method, thereby creating new Walker agents, and new demand for her product.

Those schools unable or unwilling to send a representative to New York City, were either referred to the closest participating school to have their representative trained, or were sent a trained Walker agent living in the vicinity of the school. As further incentive, Madame offered to sell her products to the schools at discounted rates, "provided they buy half or gross lots", and paid in cash.

"Also state," Madame continued, "a prize of fifty dollars will be given to the school who does the greatest amount of business by teaching and returning boxes in good condition." Each school would also be required to sign a contract of exclusivity, agreeing to sell only Madame's products, and teach only Madame's method.

Agreeing with her mother's decision to write letters detailing her marketing strategy versus publicizing it via newspapers, Lelia, responds, "That is right, do not let old Miss Pope get on to what you are doing, because she will jump in and beat you at your own game."

Indeed the hair growing business was Madame's game and the ball was always in her court. She had no need to conjure up false stories of beneficent intervention, for the truth served the same purpose. She was obviously divinely guided, and by following the lead of her own inner voice, Madame always stayed several steps ahead of her competitors. Rather than by crafty means, Madame simply outwitted and outworked Annie Malone in order to rise to the top, and she remained at the "peak of her game" through fierce and unrelenting action.

Note Madame's resolve, as revealed in her words written in 1912: "I fear I will not get home for the money is flowing like water for me at this time and I want to get mine now, as the time to strike is when the iron is hot, and it is surely hot just now."

Madame struck with a force as bright as lightning, lighting a path through the gross darkness of economic and social oppression on which the many victims of that oppression could discover a brighter future than they had ever believed possible. It just so happened that Madame's trail blazing actions also sizzled her competitors. Again and again Madame would strike, with one bright idea after another.

No sooner had Madame implemented her plan for the black colleges, she began speaking to Ransom about her goods being placed in barbershops. She had already hired salesmen who traveled from city to city visiting and soliciting various drugs stores in order to convince the store-

owners to carry Madame Walker products on their shelves. Now Madame desired for her salesmen to solicit barbershops as well. Her plan went as follows: "...I will have some slips made stating that barbershops should never be without them [the products] as it is a sure preventative for baldness...Every customer should have a box of Walker's Grower, Shampoo, and Glossine in his home. For diseased scalp, use Mme. Walker's Tetter Salve."

Not long before her passing in 1919, Madame launched a line of five new "toilet articles"; this line consisted of a cold cream, cleansing cream, vanishing cream, super-fine face powders and Witch Hazel Jelly. Commenting on her new line Madame stated "I make no superlative claim for my new toilet articles, while I naturally think they are the best and I know there is none better on the market. I shall let my goods make their own reputation. All I ask is that they be given a fair trial." Within eight months after being launched the total sales receipts for the new line was $16,106.64.

To further her goals along, similar to her proposed deal with R.G. Doggett and Black Patti, Madame entered into a sort of cooperative arrangement with other black owned businesses, as evidenced by the following comments of Dr. E. A. Welters, manufacturer of Dr. E.A. Welters' Antiseptic Tooth Powder:

"Your very kind communication of the 25th ult. In response to my request was duly received and greatly appreciated. Indeed it was very kind of you to render such valued assistance to us, and to assure you that it will be only a pleasure to submit the addresses of the various drug stores, in which our powder is on sale at this present time, as soon as our traveling agent arrives, in order that we may give you the benefit of the additional drug stores that same will be placed by that period. About four-fifths of the drug stores that we are dealing with are white; many of which are absolutely ignorant of the fact that it is a colored product. We find it is very necessary that we keep them ignorant in many cases. I am shipping you under separate cover, a few sample cans for distribution."

Written across the bottom of Dr. Welters' business card, in red print, were the words "Beware of Imitations." You will recall Madame's argument that the adulterations of **her** goods had forced her to seek other means of distribution of her products.

Madame's hair care products were being duplicated, supposedly, in black kitchens across the country. In conjunction with her new forms of distribution, Madame therefore initiated several measures to insure that her product, manufactured at her facility, was easily differentiated from all "counterfeit" Madame Walker products. Not only did her products bear her picture, they bore her business signature as well, along with the words "NONE GENUINE WITHOUT THIS SIGNATURE" placed around her business autograph.

Apparently, there were others besides C.J. Walker himself who were attempting to use the name to swindle buyers; Madame wrote at least three letters to Ransom wherein she made mention of one such gentleman going under the name of "Charlie Johnson" (C.J.?). Madame instructed Ransom to "run down that Charlie Johnson, and in the books", she insisted, "I would warn the people to have persons showing credentials baring {sic} our trademark and do not accept verbal information."

Madame's agents were required to "show credentials" in the form of a diploma from Madame's

Beauty College and a contract which authorized agents to sell Madame Walker products. Agents who abused the privilege of being identified as a Walker Agent would have said privileges revoked permanently per Madame's firm directive: "I am enclosing a letter from an old agent who started out to make her own preparation, after she had taken my course; I think she has been dropped from the list. She now wants to come back into the fold. Please look her up and if she has not been getting goods regularly I think I would leave her out. Better write her a letter and explain that we do not care to have agents who misrepresent our work."

Madame's directive soon became the law of the National body of Walker Agents, according to Madame's response to an anonymous "tip": "If Miss Roberts is using the Poro or any other preparation along with mine and you can give sufficient proof, we shall withdraw our goods from her as she has been duly notified. That law was passed at our National body."

As readily observed, Madame took great pains to preserve the authenticity of her products, banning the use of her business name and products, in conjunction with a competitor's, and conveying to her Manufacturing Company the use of her own image, business name and signature, and honorable reputation -as derived through her many entrepreneurial and philanthropic deeds- in an effort to ensure her products' distinction between those of her competitors and counterfeiters, and to promote their sale.

Madame also went to great lengths to protect her formula secret, allowing only Alice to do the work of formulating, forbidding its revelation even to Ransom. Instructing Alice to "mark out" the "secret" from a report, Madame further explains: "After a second thought, I decided that it would not be wise to let two people know the secret, not that I fear either one of you, then to [sic], Alice Mr. Ransom is an intelligent man, and if he knew...there would be no feeling on his part."

Though Madame vowed that her strange story of the big black man was the "absolute truth", Miss Bundles maintains that Madame Walker simply "invoked" Africa in an effort "to portray herself as a healer with a direct link to Africa". Although Miss. Bundles points out that the use of Africa in association with hair products was not a unique marketing technique, one cannot help but note that Madame's level of success – if it had in any way resulted from the use of this copied technique- was undeniably unique!

In actuality, Madame did not "invoke" Africa at all; she simply stated that, "some of the remedy was from Africa." None of Madame's advertisements made any mention of Africa, nor did Madame ever refer to herself as a "healer". It is clear, however, that Madame did indeed desire to be a "healer *of* Africa", as evidenced by her will's provision for an industrial school on the continent of Africa. So then truth be told, Africa invoked Madame.

Madame Walker never claimed that any of her formula ingredients were from sources unknown to whites –or any other race for that matter; she merely claimed that **her** knowledge of said ingredients –how to properly mix and apply them- came through revelatory means.

A word on formulas: A formula is much like a recipe; having the ingredients of a recipe is not equivalent to having the recipe. Knowing the exact quantity of each ingredient of a recipe, does not give one a complete recipe. One must also know other details, such as the order in which the in-

gredients are to be mixed, how much stirring is needed, and at what temperature to cook the mixture. The slightest alteration of any one component of the recipe may significantly alter the end result of the recipe. So, regardless of the validity of Zenobia's account –or rather the lack thereof- in the end, Madame would not have had Pope's formula, even if she somehow knew all of the essential ingredients contained therein.

Could this have simply been a partnership gone lopsided? Had Madame dreamed of a hair loss remedy, mixed it together, used it, sold it, and along the way joined forces with Pope, perhaps either conferring her formula to Annie, or even laying aside her own work to work for, and learn from, Pope instead? Could Madame have done this because she lacked self-confidence due to her educational deficiencies and therefore merged with Annie in an attempt to earn money, and buy time while she honed her own skills? After selling Annie's product could Madame have become more confident in her own mind, realizing that not only could she go it alone but that she was in fact a phenomenal salesperson? Could Madame have improved upon Annie's product by incorporating the revelations of her dream? The point is, other plausible points of view, other reasonable explanations of the known facts exist, and other conclusions derived from the known facts can be drawn.

Although Ms. Bundles goes to great lengths to discount Madame Walker's "formula dream", she nevertheless fails to explain how Madame had ever managed to surpass her top "guru", overcome every other mountain, and thus become the apex itself. She also fails to explain how Madame formulated her other products, such as her Vegetable Shampoo, Tetter Salve and Glossine, by which *also* she became successful.

One newspaper article, written in late 1917 explained it this way: "Those who know Madam Walker intimately have watched her unfolding with interest. They have seen the pupil outstrip the teacher, and in Madam Walker they now behold a woman who laughed at obstacles, though often discouraged she persevered apparently baffled time and time again, by sheer will power she forced her ambition into the fight and lived to hold her own amongst the best without regard to race or color."

The statement that "they have seen the pupil outstrip the teacher" makes it clear that Madame Walker had not omitted "Pope-Turnbo's role."

Madame, 'by sheer will power" had become the Himalayan Peak of the hair growing industry, the one to beat, the one to be, the buzzword of the rumor mill. Undoubtedly, there were plenty of other washerwomen who had wanted a "better life". Undoubtedly other washerwomen had received charity from, and exposure to, the elite of the AME church. Certainly, other washerwomen knew of, or worked for, Annie Pope. Nevertheless, there was but one Madame.

Is it fair to credit C.J. Walker, Annie Pope and the elite of the AME church with Madame's success, while *omitting or marginalizing Madame's role*? Pray tell, from whom did the educated elite learn culture? Whites? Pray tell, from whom did Whites learn culture? Science? Art? Mathematics? Music? Oh yes, from Africans, Africans who were educated by the First Teacher, Mother Nature, Mother Wit, guidance from within, revealing eternal truths via visions, dances, songs, poetry, art, and yes, ***dreams.***

Ms. Bundles informs her readers "that beauty culture was a long-established tradition in the African-American community," whether Madame knew it or not. Well yes, technically, Beauty Culture is as old as God! A pure and simple truth, of which Mother Nature Herself bears witness by Her very existence. Observe the rose. Study the ant. Listen to the buzzword of the bees.

So let us then ask the hairy queen bee who started the hair growing business first, Annie Pope or Madame, and she will first tell you that regardless of the answer, both Annie Pope-Malone, and Madame Walker were queens, and while it may be that Annie Pope broke through her cocoon first, it was Madame who knew the directions to the pot of gold honey at the end of the rainbow, *and* the silver lining amongst the dark clouds. *If* Annie Pope started the hair-growing business it is without argument Madame who "jump-started" Annie's start, and who then drove Beauty Culture into uncharted territory.

Oh, and about this "thick petrolatum…"

Considering that many blacks had been forced to use bacon grease, butter, goose grease, ox bone marrow or untreated petroleum jelly (plain Vaseline) for scalp treatment, Madame's petrolatum-based products were a vast improvement for black hair care, thick or not (some black men reportedly used axel grease!). Moreover, this so-called "thick" oil, when applied to a clean scalp, served to remedy the most common problems of "black hair": Dryness and dullness.

Moisture is the cure for dryness –not oil; however, larger oil molecules "walk on water", thus serving as a moisture barrier, locking moisture in the "well" from which the hair shaft drinks. Put yet another way, when the head is anointed with oil, the shaft cup runneth over- food for thought.

Of course as with any remedy, there is a procedure that must be followed for proper results. As Madame explains, different hair types required different methods of application: "If the hair is straight, remove dandruff and message grower well into the scalp –then rub Walker's shampoo in and scrub with a stiff brush, wash and rinse well. This will leave the hair thoroughly clean and in a fluffy, glossy condition. If the hair is rough or kinky, after having removed dandruff, scrub scalp with walker's shampoo, rinse well and dry with towel; then rub in a little of Walker's Glossine and brush well."

And so, upon the foundation of semi-liquid rock, petrolatum, Madame built her world of Beauty Culture. I have come to realize that the key ingredient to Madame's secret formula was, quite frankly, Madame's faith in her products, not easily placed in a test tube, yet the most significant variable to affect the outcome of any recipe for success. Madame was the vessel chosen to give birth to a vision worth Faith's full support.

Why Madame? All of the marketing strategies implemented by Madame were simply marvelous ideas. Yet none were as much a marvel as the idea, which those marketing strategies promulgated. Beauty is as Beauty does. Beauty is Reciprocity, giving back what you take, a fair exchange as exemplified by breathing -a principle as natural to Madame's character as breathing: Clean living in every possible sense.

Madame anointed these principles into the Black psyche through the oils she formulated and by the manner in which she lived; she exemplified the idea of Beauty Culture through her actions yes, but more so through the spirit in which she did what she did, for the good of others. Madame did not grow rich off of the back of her race, only to become a snob, indifferent to the issues plaguing her people; rather than rest on her own laurels (or rest at all), Madame worked ceaselessly to ensure the economic and social advancement of her race, sacrificing her time, her money, and even her health. One newspaper article noted that "Madame Walker was intensely interested in everything that means the betterment of humanity in general and her race in particular."

Thus, the following poem entitled "The Secret of a Happy Life," became the Motto of the National Beauty Culturists and Benevolent Association of Madame C.J. Walker:

"Lord help me live from day to day,
In such a self-forgetting way,
That even when I kneel and pray,
My prayer shall be for –OTHERS.

Help me in all the work I do,
To ever be sincere and true,
And know that all I'd do for you,
Must needs be done for OTHERS.

Candidates for admission into Madame's National Body were given twenty-four hours to commit this poem to memory. The following dissertation was read aloud to the candidates: "We are assembled here for the high and noble purpose of taking into our ranks Mrs. or Ms._____(calling all names, graduate Madame C.J. Walker agents and practitioners of the fine arts of making and preserving beauty.) What more lofty undertaking could be greater than bringing happiness to those who love it most? Beauty Culture is no new thing; beauty culturists are no new artisans. It has a history as old as Woman Herself. Dim pages of history tell us of the beauties who lived in ages past, and that care and diligence were their watchwords. In truth, the artist has portrayed many ancient queens basking in Oriental sunshine, receiving the ministrations of their ladies. Jezebel, Cleopatra, and Zenobia, are all names familiar to our ears. They, my friends, were noted for their beauty and lived in days before the Christ."

"...To be loyal to these purposes, we have heretofore solemnly and willingly dedicated ourselves. Such loyalty presupposes a fine appreciation of the fact on the part of every one of us that we cannot rise to our proper destinies as Madame Walker agents and beauty culturists unless there is a deep seated, ineradicable willingness to put aside jealousy, envy, petty pride, dishonesty of all kinds and each and every day, on all occasions, in spite of temptations to do otherwise, think, speak, and act to help every Walker agent to be the best possible representative of said Madame C.J. Walker Manufacturing company, the National Association, and her Union, ever realizing that every time a Walker agent does well she builds a foundation for a larger life, not only for herself, but for all of us; and if she does poor work or conducts herself improperly anywhere, she hurts not only herself, but she brings discredit upon all of us."

Behold the fruit of Madame's labor, a sisterhood of Beauty Culturists, a body of believers bound

by their commitment to perpetuate Madame's vision as manifested through her lifelong example. Beauty's definition had been expanded; beauty had become synonymous with righteousness, having broken free from all physical limitations and superficial boundaries.

Madame's allegedly "tracked" mannerisms were themselves being tracked, thirty, forty, even fifty years after her passing, by Walker agents of the Benevolent Association. After complying with the necessary requirements for membership into the True Walker Family, the group was asked to bow as the chaplain prayed the following:

"Merciful God, from whom all blessings flow, we thank Thee that these friends have caught the vision of greatness which is to be theirs from the service they may render others, and that they have banded themselves with us to weld a stronger force for good and the perpetuation of the ideals of Christ, Thy Son. Guide them aright, bless them with health and prosperity that they may fulfill the new obligations they have assumed. Protect them and save them, we implore, Amen."

Oh if only our Trustees had been required to take such vows!

Yes, our Perry Elephant and our White Elephant were still stampeding. Who would have dreamed that the Company through which Madame had promulgated her vision of Beauty Culture, spawning an entire industry founded upon the idea of Black Beauty, would have also become the "backdrop" for such a repulsive dramatization of brazen greed and persistent ineptitude?

Continuing to borrow and refinance in failed attempts to rid themselves of indebtedness, the Trustees were for some reason also continuing to negotiate with Marion Perry. Mr. Perry had evidently been threatening to file yet another law suit against Madame's beleaguered company and its hapless Officers/Trustees.

However, Marion Perry's daughter, had expressed her weariness of lawsuits, according to Willard Ransom; the two had a chance meeting in Chicago, late 1953. Thanksgiving Day of the same year, Mr. Perry had telephoned Brokenburr, requesting a conference. An interview between the two was held, wherein it was decided that "due to the many issues raised, it was suggested that a special meeting be held on Wednesday June 16th, at 10 O'clock A.M., to consider his proposition." That's June of 1954. The meeting is documented as follows:

"A special meeting of the Board of Directors of The Madame C. J. Walker Manufacturing Company of Indiana, Inc. met on the above date in the Corporation office, 617 Indiana Avenue, 4th floor Walker Building.

The following directors were present and participated in the meeting. Robert Brokenburr, Chairman presiding, F. E. DeFrantz, Violet Reynolds and Willard Ransom.

After much discussion, the following proposal was agreed upon:

That A'Lelia *M.* Bundles and Marion R. Perry be reinstated on the Board of Directors.

That A'Lelia *M.* Bundles be paid $3,000.00 annually for the term of five (5) years.

That Marion R. Perry be paid $2,400.00 annually for the term of five (5) years.
That Walker G. Perry be paid $2,500.00 at the rate of $100.00 per month.
That S. Henry Bundles be employed as a Salesman.

This settlement offer summed approximately $29,500.00, with a cash sum of $1,500.00 -$500.00 for each- be paid at the time of the signing of the contract.

Upon motion by Mr. DeFrantz and seconded by Ransom, Mr. Brokenburr was authorized to negotiate on the above proposal. The motion carried."

Perry countered with a request for $4,000.00 per year for A'Lelia, and that she be made a member of the Trustee Board, $3000.00 per year for himself, $5,000.00 for his son Walker, payable at a rate of $100.00 per month for 50 months. Employment for his son-in-law Henry Bundles, was considered "satisfactory". Perry also wanted to "be reimbursed $17, 500 that was to be paid on debts by Mae Walker Perry" and "that if these terms are not acceptable, that the Perry's will clear out of the whole thing for $150,000.00"

Counter offers to counter offers floated back and forth between the two parties into early 1955. Perry insisted that he would "consider the $2400.00 per year only if it is without duties and for life." In response, the Board upped the ante to $30,000.00 in lieu of the $29,500.00 settlement it had previously proposed –final offer.

However, their final offer would in fact be $14,500.00 higher. Nearly three years after the Perry lawsuit had been thrown out of court, a final settlement was reached in May of 1955, Mr. Perry having gained money and positions within the Company for himself, his children, and his son-in-law; in exchange for these "concessions", the Perry clan agreed to renounce, release and forever abandon all claims and demands as set forth in their original complaint and Marion Perry further agreed, that neither he, nor his heirs or assigns, **would make any further claims against the Company.** Naturally, our Trustees were exonerated of any wrong doing whatsoever.

Per the terms of this final agreement, promissory notes were to be issued to Marion Perry, Walker G. Perry, and A'Lelia M. Bundles, each totaling $14,829.00, $14,836.00 and $14,835.00 respectively. Payments on the notes were to be paid in annual installments, with the balance due on May 6th, 1968, with 1% interest per annum on the principal, due after September 10, 1958. It was decided that the notes be made payable in installments "to permit orderly retirement without disruption of the business" and that "whenever the Board of Directors of the Corporation decided that the payment of the notes …would work a hardship upon the Corporation, all payees agreed that they would waive payments on said notes." Inasmuch as it was money derived from "the business" by which these notes were to be paid, it was prudent to have this stipulation within the settlement's terms.

The June 1955 issue of the Walker Newsletter announced the news to the public, giving the rather ugly affair a pretty positive spin:

MME. C.J. WALKER MFG. CO. AND PERRY FAMILY REACH AGREEMENT
Harmonious Arrangement Settling All Differences Brings

A'Lelia Mae Bundles, Marion R. Perry and, S. Henry Bundles Jr. Into Co.
The Mme. C.J. Walker Mfg. Co. and Marion R. Perry, Walker Perry, and A'Lelia Mae Bundles, Members of the Perry Family, have reached complete agreement and accord and have settled all differences existing between them. The present arrangement, as announced by Robert Lee Brokenburr, Chairman of the Board of Directors of the Co. eliminates all legal differences, which gave rise to several legal actions filed in the past by the Perry family. All persons involved in the agreement, have regarded the welfare of the Co. as superior to any individual advantages sought, and "in this spirit", according to Brokenburr, "the agreement has served to greatly strengthen the Walker Company for the promising years ahead."

The public was made to believe that the welfare of Madame's company was priority for all, and in this spirit, disputes had been brought to a close. This of course was highly improbable, given the history of this contentious band. No matter. Whatever spirit was at work would be made manifest through their collective choices, regarding the future well being of Madame's company.

Initially, the Trustees/Company Directors made what seemed to be earnest attempts to breathe new life into the Walker Company; however, as was previously noted (and clearly proven), they were inundated with many other business responsibilities that had nothing to do with the hair industry. Decisions had to be made about beauty school real estate as well as other real estate owned by Walker Realty; the Walker Theatre, the Coffee Pot Restaurant, the Walker Drug Store, the Casino Ballroom, and the dilapidated building in which all of these additional businesses –not to mention Walker Manufacturing- operated. Somewhere in between these numerous side issues, the fate of Madame's company hung in the balance.

Brokenburr had resigned as General Manager in early 1955, and by September he was living in New York City, to serve as an alternate delegate to the United Nations. He nevertheless kept his position as Chairman of the Board of the Company along with a substantial monthly salary.

A'Lelia Nelson, though holding the title of President of the company, also resided in New York City; there she was in charge of the New York City site of the company's operations. This particular site was plagued with slow or weak sales, operating at a loss annually.

Willard Ransom, the highest paid employee of the Walker Company, kept the board members abreast of the trends in the industry, and the competitors' sales strategies, with particular emphasis on advertising. He was also the most involved in the day-to-day operations of the manufacturing. His monthly sales reports were very detailed, very informative; however, most of his ideas- many of which were very good- were not implemented, at least not fully. The problem was two-fold: the lack of money and the lack of cohesion within the company's organization. These two issues gave rise to other issues that would serve to stymie the company's chances of real progress. Rather than cut costs and spending our Trustees/Board members would borrow, borrow, and borrow. With no clear business plan, decision about wages, sales, schools, etc. were made haphazardly, randomly, and inconsistently, with no clear priority established. When consensus could not be reached, problems were left hanging until the next monthly meeting, thereby exacerbating them.
As late as 1956, Board members seemed confused about their own organizational hierarchy, responsibilities and duties related to positions, about the responsibility of Mme. Walker Manufacturing in connection with Mme. Walker Realty, about their policy regarding donations, and

company policy regarding the declaration of dividends.

And at this late date, Marion Perry was not quite finished causing trouble for Madame's Company!

The Drug Store/Coffee Pot restaurant was draining the company's resources as it had done since the time of its opening, nearly 30 years prior. A motion to sell the concern for $5,000.00 had been carried, but no buyers could be readily found. In comes Perry with an offer to buy the business, $1,200.00 down!

Only Brokenburr had sense enough to object to Perry's offer: "Mr. Brokenburr said he does not favor a business relationship with Mr. Perry because Mr. Perry is not only a stockholder, but he is a member of the Board of Directors, eligible for any office. ***It is his duty to act in the best interest of the Company***." (emphasis mine) "Mr. Brokenburr said he does not want a lease for the Drug Store to disrupt the good relationship now existing with Mr. Perry that has taken some 15 years to attain. He said should Mr. Perry be unable to pay his rent, he cannot see the Board of Directors suing Mr. Perry for possession."

Making yet another of his many unfathomable remarks, Marion Perry responded "by saying that he made his offer in good faith...Mr. Perry further stated that he does not see how any bad relations can come about because of his ownership of the store. Mr. Perry said that he will guarantee the monthly payment of rent by turning over his monthly check from the Walker Company if this becomes necessary. Also he will agree to pay 5% interest on the unpaid balance of the $5000 purchase price."

Having learned absolutely nothing from the past, a motion was made to allow Mr. Perry to pay $2,000.00 down, with the balance of $3,000.00 to be paid at 5% interest. The motion carried and Perry took possession of the Walker Drug Store on 2-18-1956.

By May15, 1957 Mr. Perry, "attempting to ease his financial strain" requested that he be given a duplicate of "all executed writings and assignments of amounts due him." One month later, due to Mr. Perry's inability to get a loan, and his $877.00 debt to the Company, it was decided that Company merchandise would be sold to Mr. Perry on a C.O.D. basis. By September a special meeting was called by the Board to discuss Mr. Perry's "financial distress." With Perry owing Federal taxes amounting to $3,400.00, the Feds had threatened to seize the Walker Drug Store/Coffee Pot and sell its assets; he owed his main supplier, Kiefer-Stewart, an additional $5,000.00. Perry was therefore seeking a loan for $9,000.00, requesting that the Walker Manufacturing pay the monthly note by subtracting $200.00 per month from what the Company owed him! He was also behind on his monthly rent. This too was to be covered by the settlement money owed him by the Company!

Having been granted a reduction in his rent payment by the Board, by January of '58, Perry was requesting yet another reduction. After insisting on being sold the Drug Store, by May of '58 Perry was insisting of disposing of same, stating that he "is convinced he cannot make a living out of Walker Drug Store." By the year's end yet another special meeting was called to address Perry's debts which had morphed into a $22,000.00 monster. Perry proposed, naturally, that the Company assume the bulk of his debt, charging it to the notes due him, and purchase all fixtures for an ad-

ditional $2,700.00. In so doing, Perry would agree to a "25% discount" of the notes owed him by the MCJW Company. Six days after this incredible meeting, Perry was advanced $3,000.00 by the company "to save him embarrassment" on the Federal and State taxes he owed. Less than two weeks later, Perry requested a salary increase.

The ultimate resolution involved Madame's Company taking out a loan in the amount of $69,000.00 to bail out Perry...AGAIN!

By 1960 Ransom was expressing an urgency to "get started in Africa in a big way," -a mere 41 years after Madame's efforts to do just that. Brokenburr was relating his belief that "steps should be taken to interest barber shops in the use of shampoos," an idea Madame had discussed with Ransom in 1917! By now, more and more competitors had entered the beauty market, with Johnson Products, Posner, Helene Curtis, Lustrasilk, Royal Crown and Dixie Peach all vying for pieces of the pie, sending their sales forces all over the country while Walker Manufacturing paid for Perry's debt, and their own poor judgment. Costly repairs on the Walker Theatre building were once again needed, its roof and boiler desperately overdue for replacement. The Casino Dance Hall required complete renovation, though the income derived from it was in steady decline.

Around this same period, the Organ inside the Walker Theatre would be donated to the Mulberry Methodist Church in Mulberry, Indiana, indicative once again of the unwillingness of the Trustees to face the music. Ignoring the drop in sales of the Walker Beauty School in Kansas City, the Board approved a $29,000.00 loan to build a new facility in the Twin City. This school would nevertheless continue to lose money, as would the Chicago branch. One by one, each of the Beauty Schools would eventually be closed, but not before thousands had been wasted on upkeep and renovations. By 1963 the company was at "the crossroads" according to Ransom's monthly report, and with the sales picture looking "not good", Ransom insisted that what was needed was more capitol to "finance a hard-hitting sales and advertising program" given their advantage with Madame's name which gave them "more to work with than the smaller companies in the field." Unfortunately they also had more debt to work with and a history of creating more debt while ignoring this fact.

As in past reports, Ransom called on the Board to "be coldly critical of ourselves until we have made this company as strong as it should be." Yet each year brought more of the same. On September 24th, 1964, the fourth of the five original Trustees, Faburn DeFrantz passed away, leaving only Brokenburr. Marie Overstreet, the company's treasurer would be voted his successor, and by the year's end Violet Reynolds -the beloved secretary responsible for such detailed minutes- would be compelled to retire; however, she remained a Trustee and would later be "reactivated" and granted the title of Executive Vice-President.

Although our Trustees/Board Members failed to be "coldly critical" of each other, they had no problem displaying coldness towards one of Madame's nieces, Anjetta Breedlove: "The secretary next read a letter from Miss Anjetta Breedlove of Los Angeles, California, who visited here in August of this year. Miss Breedlove requested the company to consider making a monthly payment of $75.00 to her in order to supplement her present pension of approximately $134.00 per month. Her reason for asking for this consideration was that the late F.B. Ransom had made certain promises to her. She enclosed two letters to substantiate her claim. They were dated January, 1935

and January 1947. Mr. Brokenburr and Mr. Ransom, after listening to the letters, said the letters did not indicate any promises to Miss Breedlove, and it was by unanimous consent that the company cannot take on any additional fixed expense."

Yes of course there was no way to assist Madame Walker's actual blood relative, one who had helped Madame in the embryo stages of her rise! As had been the case with Marion Perry, Anjetta possessed two letters from Ransom relating certain guarantees to her –letters which were no doubt written to appease Anjetta due to the fact that she and Willie Powell had contested Madame's will shortly after Madame's passing; however, their case had been dismissed –also like Perry's. Yet *unlike* Marion Perry, Anjetta was not an attorney and would not sue Madame's Company, drain its resources or threaten the reputations of its "accomplished" Board members! Thus her appeal for consideration was denied. A motion was nevertheless carried to offer Miss Breedlove Walker products at wholesale prices!

There was however one very significant bright spot in this dark tale. The Walker Company did have in its employ, "miracle worker extraordinaire", Marjorie Stewart Joyner. One of Madame's earliest and most successful agents, Marjorie Joyner seems to have been endowed with a creative mind and a giving heart, which in turn made her a natural fit within the Walker Company, for she best complimented and mirrored Madame's true spirit. She has been credited for introducing Madame's products to Josephine Baker, thus adding significantly to Madame's customer base, due to the publicity gained via Ms. Baker's association with her products.

Reflecting Madame's entrepreneurial "blood", selling hair care products was definitely Mrs. Joyner's expertise, as was training and instructing others in the Walker Way of hair care, and of selling Madame Walker hair care products. Overall, from what has been gleaned from company records, Marjorie Joyner was really the backbone of Walker Mfg.'s "street credibility" in the hair care market subsequent to Madame's exit. She not only did the essential footwork out in the field, but she also stayed abreast of the latest hair-styling techniques, hair treatments, and hair-styling equipment, in some cases being the pioneering force behind such phenomena. In truth, it was in fact Marjorie Joyner who was an inventor and she was responsible for the creation of many new Walker products and trends. Beginning in 1928, Marjorie Joyner submitted to F. B. Ransom her ideas for new inventions which would indeed revolutionize the Black hair care industry –if not the *entire* hair industry.

She first proposed the "A'Lelia Apron, 4 in 1 brand, with 2 detachable and reversible fronts that button on -one of apron material, and one of rubber to harmonize with apron material." "My idea is this," wrote Marjorie, "When you think of all the agents we have and the appearance of some of them if we have a uniform it will solve a big problem and at the same time open a wonderful avenue of employment for our women." Yet perhaps her most famous idea was the Permanent Waving Machine. Marjorie Joyner explained its purpose and design as follows: "The object of the invention is the construction of a simple and efficient machine that will wave the hair of both white and colored people. Another object of the invention is the construction of a machine that embodies an efficient dome which carries the curling irons and the clamping devices used during the waving process. A still further object of the invention is the construction of a simple scalp protector used upon the patron's head, during the process of waving her hair. In March of 1930, the Madame Walker Company would purchase Marjorie's patented inventions. Technically, Marjorie Joyner

assigned her right, title, and interest in her patents over to the Madame's company for the sum of one dollar. Ransom authored the agreement.

It was Marjorie Joyner who would formulate Vapoil, the part oil/part water greenish/white mixture to be used in conjunction with her patented wave cap, and sold also to Walker Mfg. under similar terms. In late 1948, Marjorie Joyner would enter yet another agreement with the Walker Company; however, this agreement would be nullified, and replaced by another written seven years later - an agreement necessitated by claimants' injuries said to have been caused by Marjorie's first formulation. The product line was called *Satin Tress*, a name coined by Marjorie, and both the Satin Tress name and formulation were sold to the Walker Company in like fashion as her previous creations, but with one significant difference. Marjorie was to receive 8% of every container sold, 4% upon her retirement from the sale and distribution of same. The Satin Tress campaign was relatively successful, the Walker Company enjoying the beginnings of a short-lived "comeback" with the Satin Tress trio. Marjorie Joyner's official title was National Supervisor of the Madame Walker Beauty Colleges and she was a great asset to the company. Due to her tireless efforts in the field of Beauty Culture, Madame's Company gained "bragging rights" to several industry firsts:

The first to introduce and teach Marcel Waving for Blacks
The first to originate and teach Croquignole curling for Blacks
The first to originate and teach Permanent Waving on pressed hair for Blacks
The first to originate Cold Curling, Cold Waving, Pin curls for Blacks
The first to prepare anyone for a State Board examination in all the states that have Beauty Culture laws
The first to help enact the first Beauty Culture Law
The first to introduce Finger Waving for Blacks

Marjorie Joyner also helped to establish a national sorority known as Alpha Chi Pi Omega, a "Greek letter" Beauticians' organization. Unfortunately her involvement with this organization displeased the Board members of the Walker Company; they felt that her work with the sorority distracted her from her duties to the company. Marjorie adamantly disagreed, insisting that the Walker Company was her priority and that her involvement with the sorority actually helped to increase sales of Walker products, as well as enrollment at the Chicago branch of the Walker Beauty College of which she had charge. Of course these complaints by the Board were made subsequent to Mrs. Joyner's request for a raise. After six years with no raise from the time of her original appeal, Marjorie Joyner requested retirement, and said retirement was made effective on October 31, 1961, with her full salary paid to the year's end. She was also granted a pension of $100.00 per month for life, provided she remain loyal to the Walker brand, never representing a competitor's product, and remaining "on call" for special assignments. Though Marjorie remained true to her word, the Board was not, failing to pay Mrs. Joyner's pension on a consistent basis. Nineteen years after her retirement, for receipt of the sum of $3,600.00, Marjorie S. Joyner would release and discharge the company from all claims and demands regarding her pension.

Speaking of release and discharge, the "cold critique" for which Ransom had called, finally came in the form of a 1971 report entitled "Review of Operations" prepared by A.T. Kearney & Company, Management Consultants. The very first page of said report expressed a sense of urgency:

"The report presents our objective appraisal of your Company based on the information and data which were provided us. It is our belief that your Company is at a critical point in its history and that the recommendations made in the report need to be made with all speed in order to assure preservation of the Company's assets."

A summation of the key points of the report are as follows: 1). "There are numerous activities associated with the Company other than manufacturing and distribution of cosmetics, some of which have little bearing on the basic business of the Company." 2). "The properties in four cities have been a significant drain on the assets of the Company" 3). "Executive salaries equaled approximately one-third of the total gross profit on sales before shipping and delivery expense." 4). "As assets declined, liabilities increased, producing a lack of liquidity." 5). "The ratio of long-term debt to stockholders' equity is seriously out of line," exceeding two to one. 6)." Real estate owned nearly fully depreciated, with book value significantly less than the mortgage balance." 7). "There is no clear cut policy" of where sales effort should be placed. 8) "Media advertising lacks consistency, therefore ineffective also expensive." 9). "Because of the advancing age of several of the board members, it is not realistic to expect the Company as it is presently structured to be able to meet the increased efforts required by more dynamic programs." 10.) "The functions of the trustees and board should be distinct and separate."

Now for the really cold part...

Under the heading of Board of Director Stipends it was recommend that "the practice of paying the board monthly stipends" should be discontinued until the Company's financial condition improves. Likewise, under the heading of Notes Payable to Trustees, it was suggested that further payment on the $45,000 note –supposedly owed to Brokenburr- be suspended "until the financial situation improved." Lastly under the heading of Board Reorganization the Company was urged to reorganize the Board of Directors immediately to include individuals with expertise in the disciplines outlined,-those being real estate, legal finance and sales and marketing. The need to keep the functions of the Trustees and Board separate and distinct was reiterated as was the need for all Board members to actually reside in Indianapolis.

Well, this cold critique did no more than prompt the Trustees/Board members to cover the Truth with a blanket of denial, wool placed firmly over their eyes. Reorganization would only take place by virtue of a death in leadership, same as before. With the death of Brokenburr in 1974-the last of the five original Trustees- and A'Lelia Mae Bundles' death in 1976, and with Violet and Willard being "up in age", drastic change was finally forced upon them. S. Henry Bundles, husband of A'Lelia Mae Bundles, son-in-law of Marion Perry, would take a slightly more active role in the company, as he and the three children borne of his union with A'Lelia Mae would become the new stockholders of the 1/6th share passed down from Fairy Mae; A'Lelia Perry Bundles would replace her late mother as a Trustee. William T. Ray - property manager of the properties owned by the Walker Manufacturing by virtue of its ownership of Walker Realty- would replace Brokenburr as Trustee.

From 1955 to 1984, gross sale of Walker Manufacturing would decline from $250,000.00 to $66,103.00. By the late 1970's the Trustees would no longer make any real efforts to salvage the Manufacturing Company, but would instead maneuver *themselves* in such a way as to benefit from

the Company's historical assets even if the Walker Company were to be sold or go out of business. By 1984's end the Company would suffer an $18,636.00 total loss, with a similar loss expected in 1985.

We have now closed in on the point where My Lady may give her final judgment on this entire "hairy story". The reader must forgive the redundancy of certain parts of the next chapter; however as this saga reaches its crescendo, Madame now has a new car -a vehicle through whom she may speak.

She wishes for me to drive home her point!

DRAFT

"If ye were Abraham's children, ye would do the works of Abraham."
(John 8:39)

Chapter 11
Madame's Spirit

A brief recap of key excerpts of Madame's Will:

"I am exceedingly anxious to establish an industrial school on the continent of Africa..."

"I direct that the residue and undisposed {sic}of part of my...business, the profits which may accrue... and the investments that I have made, be deposited as a trust fund, the same to be invested and the proceeds of which to be used for the upkeep and maintenance of my Irvington New York property."

"It is my express wish and desire that my daughter occupy the Irvington property as a home, and that the same be forever maintained out of said trust fund, as a monument to my memory."

"...and such Trustees are directed to make annual donations out of said fund to such charities as I have otherwise mentioned in this will."

"I am anxious to help members of my race to acquire modern homes...I request said trustees to so invest said trust fund wherever practicable, as to carry out my desire in this matter."

"All money gifts as set forth shall be paid out of the net proceeds of my said business and such money as I have in the bank at the time of my death, and no part of my real estate shall be subject to said gifts and bequeaths."

Now to portions of the codicil:

"I direct that...my business known and conducted as the Madam C.J. Walker Manufacturing Company, the profits which may accrue from same to be divided into two separate and distinct trust funds of $100,000.00 each, the same to be wisely invested and the proceeds of the one to go for the use and benefit of worthy charities, the proceeds of the other for the maintenance and upkeep of my Irvington property and residence known as Villa Lewaro."

"If at the time of the death of my daughter Lelia W. Robinson the National Institute for the Advancement of Colored People is measuring up to the satisfaction of the committee named, I direst that my residence, Villa Lewaro, and the trust fund set aside for its maintenance and upkeep, be turned over to such association for its use and benefit. If not, the committee will select such organization as in its judgment is doing the most for racial uplift and benefit, and turn said residence and trust fund over to the organization so selected."

Interpreting Madame's Will is not difficult. One does not have to have clairvoyant powers to

surmise the ***intent and essences*** of Madame's directives. Although Madame's codicil did cause Madame's Original Will to be ambiguous it did not fog or cause to be uncertain what things were of paramount importance to Madame nor did it skew the ***Spirit*** in which both documents were written.

The what? Villa Lewaro, Charities, better homes, and an industrial school in Africa. The how? Via the net profits earned from her business, the Madame C.J. Walker Manufacturing Company of Indiana, Inc. The who? Her daughter Lelia, and oppressed humanity generally, Blacks in America specifically.

Villa Lewaro is mentioned in both the original will of 1917 and the codicil of 1919, and in both documents, the Trustees are instructed to care for its upkeep and maintenance. Madame definitively states that she wants the Villa to be a monument to her memory. She clearly wants the Villa to be Lelia's. She also clearly does *not* want the Villa to be Mae's. If the Villa was not Lelia's home then it was to belong to a worthy organization such as the NAACP.

Madame clearly wanted worthy charities to benefit from her posthumous philanthropy. Again in both the 1917 Will and the 1919 codicil Madame dictated her wishes to be carried out by the Trustees.

Madame spoke of her desire for her people to have better homes while she was alive and this desire was cemented within the pages of her Will. The industrial school of Africa-of which she also spoke while alive- is the only item in Madame's Will for which she described herself as being "***exceedingly anxious***" to see accomplished.

In no known document –be it her Will, codicil or letter- did Madame Walker express a desire to have the proceeds of her company used to build a Theatre. Nevertheless, Madame's business and her long forgotten Villa were both sacrificed so that the Theatre Building could be built and maintained.

Madame's story-***Her story***- would thus be re-written. Behold the "monumental" revision:

On July 13, 1979, the Madame Walker Urban Life Center, Inc., filed its Articles of Incorporation with the Indiana Secretary of State's office. These articles had been prepared by Willard Ransom, who was at that time an officer of Madame Walker Mfg., and a Trustee of the Sarah Walker Trust, in which the two-thirds of the company stock had been placed.

According to the original Articles of Incorporation, the purpose of the Urban Life Center was to restore, renovate, maintain, and operate the Walker Building, as well as to provide a suitable memorial for Madame C.J. Walker. The Urban Life Center Corp. was to be a not-for-profit organization.

However, the Mme. Walker Urban Life Center did not own the Walker Building in July of 1979, nor did it own any property whereby it could establish a suitable memorial for Madame Walker; at that time, the Walker building was still owned by the Walker Mfg. Company. This of course presented no real problem inasmuch as three of the Board of Directors for the newly formed Urban

Life Center Corp., were also Trustees of the Walker Trust and officers of Walker Mfg. Company.

So, in August of 1980, the Madame C.J. Walker Mfg. Company sold the Walker Theatre Building to the Mme. Walker Urban Life Center, the Trustees of the Sarah Walker Trust -possibly illegally given their fiduciary duties as Trustees- representing both parties (buyer and seller) in said sale. ***The Walker Mfg. Company*** also granted to the Urban Life Center the right of access to certain personal property owned by the Mfg. Co., consisting of papers, records, advertising copy, displays and pictures. This right of access was limited to ten years, "or so long as the Company shall conduct its business in the Walker Building, whichever is longer." (Said contract also represented one of the many examples wherein the Madame Walker Mfg. Company, by granting these rights, was in fact validating ownership of the rights of publicity of Madame C. J. Walker.)

It should be noted that a 1972 offer to buy the Walker Building had been turned down by the Trustees/Officers. A neighborhood organization known as the Midtown Economic Development and Industrial Corporation, MEDIC, had set forth a proposal wherein it would purchase the Walker building from Walker Manufacturing for the asking price of $350,000.00 –$50,000 more than the eventual selling price of $300,000.00- proposing that "various offices and training facilities could be placed in the Walker Building, thus community activities and other programs could use the ballroom facility, and the Walker Theatre could be developed as a Black Civic Theatre featuring black artists and community talent, that could provide an exciting and dynamic showplace for the cultural enrichment of the area."

The "designated beneficiaries" of said Center were to be the Inner-City residents and the City Administration, as the Center would "bring referral, emergency, counseling and training services closer to the target areas in question and satellite the service requirements of the city administration." For whatever reason, the Trustees/Officers of Madame's company chose to make themselves the beneficiaries of the sale of the Walker Building –eight years later, for $50,000 less.

Only $170,000.00 -"***less adjustments in favor of the Purchaser***"- of the $300,000.00 owed to Madame's Company was actually due at closing. These "adjustments" totaled $109,895.28! So at closing, the Manufacturing Company only received $60,104.72. The remaining $130,000.00 due to the "Vendor" (Walker Manufacturing) was to be paid by February 1, 1981 ***minus*** another $10,021.09! So, all told, Madame's Manufacturing Company would only actually receive $180,083.63 for the sale of the Theatre Building. Of this paltry amount, $26,821.00 would be ***loaned*** to ***both*** A'Lelia R. Nelson and the Bundles family, further reducing the amount the Manufacturing Company received from the sale of the building to $126,441.63! Was this action in the best interest of Madame Walker's Company given its own indebted state?

Madame's Manufacturing Company was then required to pay rent –again- to the Madame C. J. Walker Building/Urban Life Center in order to lease office space within the Walker Building. Was this in the best interest of the Manufacturing Company, or of the new owners of the Theatre Buiding/Urban Life Center?

Subsequent to the sale of the Walker Theatre Building, the Trustees had deposited a great deal of the Manufacturing Company's historical business records with the Indiana Historical Society. The Deposit Agreement was consummated on August 3, 1982. The Trustees' main purpose for doing

so was, ostensibly, to facilitate Alex Haley's research by having the Company's records catalogued and properly preserved. In 1983, ***The Madame C.J. Walker Company*** would enter into a contractual agreement with Alex Haley whereby Mr. Haley was sold rights to write a book and a movie to be based off of the book "concerning the Legend Sarah Walker".

The title of the contract between the Indiana Historical Society and the Walker Company is "Agreement for the Deposit of Historical Records Belonging to the Madame C. J. Walker Manufacturing Company and the Trustees of the Estate of Sarah Walker in the Library of the Indiana Historical Society." This contract was also written by Williard Ransom. Noteworthy of mention is the fact that Thomas Rumor, President of the Indiana Historical Society at that time, was also one of the original eleven Board Members of the Madame Walker Urban Life Center. This fact begs the question once again of whether or not the Trustees were acting in the best interest of Madame's Company in light of such cozy relationships.

There are a few key points that need to be made regarding said Agreement:

1.) The use of the words "Estate of Sarah Walker" is extremely misleading inasmuch as *technically,* the Estate of Sarah Walker had been closed since 1926. Consequently, our Trustees could not have been representing the *Estate* of Sarah Walker per se; the use of the term "estate" is therefore a misnomer of sorts. The Trustees were actually representing the Trust of Sarah Walker, in which the 2/3rds stock of her company had been placed. In short, the Trustees were, by virtue of their duty as Trustees, representing the Manufacturing Company, and as such, were superfluous parties in said Agreement.

2.) The Indiana Historical Society did not *purchase* these records; as the Agreement implies, the Company records were *deposited* with the Historical Society.

3.) Lastly, the last paragraph of said Agreement states the following: ***"This contract shall inure to the benefit to the heirs, administrators, successors, and assigns of the parties hereto, and said persons or entities shall be bound hereby."*** Essentially this means that if the Trustees sold the Manufacturing Company, the new owners would benefit from, and be bound by the terms of the Deposit Agreement;

There is another interesting little paragraph located in this Deposit Agreement. Paragraph #5 of the Agreement of Deposit with the Indiana Historical Society which states: **"The Company and the Estate Trustees shall retain the copyright to their records. *Should the Company go out of business*, the copyright would become the property of the Trustees."**

So even though our Trustees' entire reason d'être was to ensure the success of the Madame C.J. Walker Manufacturing Company, they were nevertheless positioning themselves to *benefit* should the company go out of business, thus violating their duty as Trustees twofold, by commingling their own interests with that of the Trust and thus, by virtue if this fact, failing to act in the best interest of the Trust-again.

Having now transferred ownership of the Theatre Building ***from Madame's Company*** to a Corporation of which the Trustees had established and were themselves Board Members, having

granted "rights of access" of ***Madame's Company documents and historical memorabilia*** to this very same Urban Life Corporation, having consummated a deal between ***Madame's Company*** and Alex Haley, and having deposited a large quantity of the historical business records of ***Madame's Company*** with the Indiana Historical Society, it was now time for the Trustees of Madame C.J. Walker's Trust to sell ***Madame's Company***. The Trustees would then begin to tout the Theatre Center a "monument" to Madame's Legacy, having said building declared an historical monument and receiving millions in grant money to refurbish it, -simultaneously "refurbishing" Madame's historical legacy.

On December 20th, 1985, the Madame C.J. Walker Manufacturing Company, Inc., a/k/a Madame C.J. Walker Manufacturing Company of Indiana, Inc., represented by its board of Directors and the authorized members of the Madame C.J. Walker Testamentary Trust, was sold, "lock, stock and barrel" to Raymond Randolph, an old friend of Henry Bundles (Trustee), and to Raymond's brother Jeffrey Randolph. Specifically the agreement of sale states: ***"Seller sells to buyer all his right, title and interest in his business of Madame C.J. Walker Manufacturing Company, Inc., including the goodwill thereof as a going concern, stock in trade, fixtures, equipment, tools, copyright, trade name, effects, book accounts and other debts now due and owing to seller upon account or in respect of said business, and all advantages, which have been entered into by seller, or to which he is or can be entitled on account or in respect of said trade or business."***

The agreement contained one exclusion: "all movie rights, book rights, and proceeds" of the book to be written by Alex Haley; unfortunately, Mr. Haley died before the writing was completed. The executors of Alex Haley's estate hired Tananarive Due to write this book entitled "The Black Rose."

In order to sell all one thousand shares of stock to the Randolph brothers, the Trustees of the Sarah Walker Trust held a meeting on November 3rd, 1985 wherein it was resolved: "by unanimous vote of the four Trustees attending said meeting, with a vote of approval cast by one absent trustee, A'Lelia P. Bundles by her Attorney in Fact, S. Henry Bundles, the sale of their Stock in the Madam C.J. Walker Manufacturing Company Inc...."

The Trustees then petitioned the Marion County Probate Court for permission to sell this stock. Both the Alpha Home and the Y.M.C.A., beneficiaries of the Trust per Madame's Will, had to sign consent forms as well, waiving their rights to said stock. A copy of the Petition to Sell said stock, and the Probate Courts authorization granting this permission was attached to the Agreement of Sale of Walker Manufacturing as "Exhibit A".

Along with the two-thirds share in Trust, the stock certificates of A'Lelia R. Nelson, and S. Henry Bundles and children (A'Lelia, Lance and Mark) -each bearing the Original Madame C.J. Walker Company seal, and the signature of Mrs. Nelson and Mr. Bundles respectively- were signed over to the Randolph brothers at the time the sale of the Madame C.J. Walker Company was executed. All outstanding shares of stock, in the company founded by Madame C.J. Walker herself, were validly issued to the Randolph brothers on December 20th, 1985. On April 17, 1986, Jeffrey Randolph sold his shares of stock and rights to the Madame C. J. Walker Manufacturing Co., Inc., to his brother Raymond, and in so doing, Raymond L. Randolph became the first person –since Madame Walker herself- to own all one thousand shares of stock in Walker Manufacturing, in-

corporated in 1911.

The Sarah Walker Trust was to be closed shortly after the sale of Walker Manufacturing, in late 1985-or at least this is what Mr. Randolph was expressly told. However, the Trust remained open over *seven years* past the date Walker Mfg. was sold. The Trustees claimed that it took them that long to sell one piece of real-estate property. What property? Any Trust assets would have been owned by the Company. How else could it be part of the Trust? Why then was this property not reported to Mr. Randolph?

It was not until April 6, 1993 that the Trustees petitioned the Marion County Probate Court to dissolve Trust #2-339 –the court being markedly remiss in its duties since 1919! As should at this point be assumed, our Trustees divvied up the money in the Trust to their own benefit, each receiving a $2,500.00 stipend for services rendered. The Center for Leadership Development, an organization founded by Henry S. Bundles, received $5,000.00 and the Madame Walker Urban Life Center received $7,500.00-neither of which could be categorized as "worthy ***charities***". The total distribution and expenses was $51,890.36 –approximately $48,000.00 *less* than what was received for the sale of the Company 8 years prior, though according to the petition to dissolve the Trust -prepared by Willard Ransom- the Trustees had "served many years in preserving and developing the assets" of the Trust.

Witness yet another Her-story re-write:

"A few blocks from her was Mrs. Pendegraph, who would retire as corporate treasurer—and last employee—when the original Madam C.J. Walker Manufacturing Company closed its doors in the mid-1980's."

"The original Madam C.J. Walker Manufacturing Company was sold by the Walker estate trustees in 1986. Today Madam Walker's role as a pioneer of the multi-billion dollar hair care industry is best exemplified by the successful member companies of the Chicago-based American Health and Beauty Aids Institute, who recently welcomed her into their hall of fame"

"A'Lelia Mae Perry (Bundles), who is now deceased and A'Lelia E. Ransom did receive shares of stock. That stock was eliminated at the time of the sale of the company in 1985."

"The original Mme. C. J. Walker Manufacturing Company was sold by the trustees of the Walker estate in 1985 and is no longer in business."

"The Original Madam Walker Manufacturing Company was in business from 1906 until 1985 when the Walker Estate Trustees sold the company. Since that time distribution of the product has been limited. Today Madam Walker's Legacy in the hair care business is celebrated in the success of the American Health and Beauty Aids Institute, a consortium of black-owned hair care products manufacturers. Many AHBAI members manufacture products similar to Madam Walker's original line of products. For more information contact www.ahbai.org."

"The original Madam C.J. Walker Company was originally in business from 1905 to 1985."

"The original Madam C.J. Walker Manufacturing Company was operated by Walker family members, Walker Trustees and their descendants from 1906 to 1985. For hair care products please visit your local beauty supply store or visit www.ahbai.org."

Of these seven (7) quotes, four (4) were posted on the web-site of A'Lelia P. Bundles, a former Trustee who has declared herself to be the "official biographer" of the Madame C.J. Walker legacy. Two (2) quotes are excerpts from her book written in 2001 and the remaining quote is from an internet posting crediting "Bundles" as the source. The quotes cover a time line spanning from 1991 to 2009.

Mrs. Pendegraph –supposedly the last employee when the "original" Mme. Walker Company closed its doors- worked for Mr. Randolph for almost two years after he purchased the ***Original*** Mme. Walker Company. Moreover, the Walker Company did not "close its doors in the mid-1980s" as Ms. Bundles alleges inasmuch as 1985 was the year that it was *sold* to Mr. Randolph. Over and over again Ms. Bundles states that the Mme. Walker Company, sold to Mr. Randolph in 1985, somehow also went out of business in 1985! This assertion is later modified as Ms. Bundles states that the Mme. Walker Company was "operated by Walker Family members, Walker Trustees and their descendants" until 1985. Is this to suggest than that once the stock of the Original Company was sold to Mr. Randolph it somehow lost legitimacy as Madame's original Company?

Bundles also suggests that "limited distribution" of Madame Walker's products occurred *after* being sold to Mr. Randolph, implying inversely that prior to the sale of the Walker Company, Mme. Walker products were widely distributed. If Mme. Walker hair care products were in wide distribution prior to the sale of the Company to Mr. Randolph, then why would Ms. Bundles have sold her family's shares of the Walker Company and, as a Trustee, agreed to the sale of the 2/3rd in Trust? Perhaps it was due to the fact that Walker Company products were not at all in wide distribution in 1985 when Mr. Randolph purchased the Company, but rather, Madame's Company was virtually a mail order business and had suffered a loss of over $20,000.00 that year.

Speaking of Ms. Bundles' shares of stock, how could the "original" company have been sold, if the stock of the "original" company was "eliminated at the time of the sale in 1985?" How does Ms. Bundles explain the stock certificates issued to the Randolph brothers, which bear the company's original seal, as well as the signature of Henry Bundles and Willard Ransom? It was in fact Mr. Bundles who had approached Mr. Randolph in 1984 with the offer to purchase the Walker Company.

If the original Mme. Walker Company went out of business in 1985 how does Ms. Bundles explain her father's letter to Raymond Randolph dated 1988 wherein he is congratulating and praising Mr. Randolph for his effort of "reviving" Madame Walker's Company?

If the *original* Mme. Walker Company went out of business in 1985, how do you explain the 1989 Indianapolis Star newspaper article detailing Raymond Randolph's purchase of the ***original Mme. C. J. Walker Company,*** and his efforts to revitalize the company? This article features quotes from Henry Bundles and Willard Ransom, explaining why they sold the *original* company to Raymond Randolph. Mr. Randolph is quoted as asking, "How could they mess this up?" Ransom blamed

tremendous competition and distractions caused by internal conflict for the company's decline, while Bundles said the Company was "real estate poor." Both were right.

If the original Mme Walker Company went out of business in 1985 how does Ms. Bundles explain her own autographed note to Raymond Randolph of 1991 wherein she thanks Mr. Randolph for his efforts in "continuing the Walker Legacy"?

Why would Ms. Bundles, who proclaims to be Madame Walker's great-great-granddaughter, promulgate and disseminate false information regarding the status of the Company founded by her relative? On the other hand, why does Ms. Bundles demonstrate such an allegiance to the organization known as the AHBAI?

The AHBAI was founded in 1981 and was originally a consortium of Black-owned hair and cosmetics companies. Their adopted symbol was titled "The Proud Lady". Lafayette Jones was the founding Executive Director; other co-founders of note were Henry S. Bundles of Madame C.J. Walker, and Nathaniel Bronner of the Bronner Brothers Company just to name a few. Not long after the Mme. Walker Company was sold to Mr. Randolph, he chose to discontinue the Walker Company's membership with the AHBAI.

Oddly, Ms. Bundles believes that "Madame Walker's Legacy in the hair care business is celebrated in the success" of the ***competitor's*** of the company actually founded by Madame Walker. Fascinating hypothesis when one considers the fact that ***Madame Walker never allowed her name, nor her products, to be associated with a competitor's name or product.***

In 1998, Ms. Bundles promulgated this rather odd idea when during the ceremony of the unveiling of the Madame Walker Stamp, the Walker Company -engaged in the manufacturing and selling of Madame Walker's original hair care products- was not mentioned, as kudos was given to its competitors for keeping Madame's Legacy – ***founded upon her manufacturing com*****pany-** alive!

Shortly after the USPS' Madame Walker stamp was unveiled, a letter was received by Mr. Randolph from Mr. Lafayette Jones, the aforementioned Founding Executive Director of AHBAI; he was aware that Mr. Randolph had been sold the original Mme. Walker Company, per a letter written to him by Henry Bundles. Mr. Jones' company, SMSi, had been selected by the USPS to "market" the Madame stamp. Mr. Jones somehow saw nothing wrong with the notion of informing Mr. Randolph of an "exciting sampling opportunity" to have the ***Mme. C.J. Walker products*** associated with "one of the most positive role models in the history of African-American entrepreneurs!" The Madame Walker Company was being ***invited*** to include its products in a "Madame C. J. Walker sampling pack" ***along with competitor hair care products?***

Infringe upon the rights of Madame's Company then offer those rights back? All this in the name of "honoring" Madame Walker? Mr. Jones, along with the USPS was sent a telegram from the Walker Company ordering them to cease and desist which they did, having no other choice!

Later that same year, around Thanksgiving, the representatives of the Madame Walker Company, were contacted by an ABC representative of the Good Morning America show. They were told that the show was doing a "special segment" on Villa Lewaro, Madame's mansion built in 1917 –a

mansion that, thanks to the indebted Walker Building, the Trustees were forced to sell twelve years after its erection. Walker Company reps were further informed that the Madame Walker products would be "showcased" during this segment. To this end, ABC requested that Walker products be shipped overnight to their studio. The Madame C.J. Walker products were shipped as requested. However, the segment never made mention of the MCJW products, but instead a scene was aired depicting a lady having her hair washed by a beautician using ***Dudley*** products! Inasmuch as the Randolphs had been called *twice* by this ABC rep -pressing MCJW reps to overnight product to ensure their arrival in time for the show- the Walker Company contacted ABC to question the omission. The ABC rep claimed that there had been no time to mention the products.

How unusual considering the fact that time was nevertheless found to showcase products of a Madame Walker Company competitor.

Coincidently, A'Lelia P. Bundles was formerly the Deputy Bureau Chief of ABC News.

Coincidently, approximately one month after the airing of that "special segment", Walker Enterprises received a call from Mr. Joe Dudley whose company was, by the way, *also* a member of the AHBAI. He wanted to know whether or not he could use Madame's picture on the cover of a special textbook for *his* schools. He was refused permission, naturally.

A few years later, according to information written in the epilogue of Ms. Bundles' 2001 biography of Madame Walker, the AHBAI inducted Madame Walker into their Hall of Fame. How clever. Circumvent the need to obtain permission to use the trade name and trademark of a competitor business under the cover of "honoring" said competitor's founder, Madame Walker.

It is interesting to note that when Madame Walker was inducted into the National Business Hall of Fame in 1992 -sharing the honor with six other famous business "gurus" such as Richard W. Sears of Sears and Roebuck, and Sam Moore Walton of Wal-mart- the sponsors of said event saw fit to invite a Walker Company representative -Mr. Randolph- paying for travel and hotel expenses as well. I suppose they were unaware that Madame's Company had been -according to Ms. Bundles- defunct for over six years!

Giving new meaning to "the elephant in the room" Ms. Bundles in conjunction with the Madame Walker Theatre Board would later sponsor an event called the ***Madame Walker Spirit*** Awards! Bronner Brothers was listed as one of the sponsors of the awards.

Seriously.

Mirroring Madame's Spirit of faith, persistency, perseverance, self-sacrifice, dedication, hard work, tenacity, and sheer will, Mr. Randolph and his family would –in spite of all the hardships and dark clouds- cling to the silver threads of hope as they continued in their struggle to resurrect Madame Walker's Company to the status it had not known and enjoyed since Madame's passing.

Alas, there can be no resurrection, until there is first a death.

The passing over of Raymond L. Randolph in late 2002 also marked the end of the 17th year since

his purchase of the *original* Madame C.J. Walker Manufacturing Company of Indiana, Inc., along with the secrets hidden within its historical records. He had manufactured Madame Walker products, only two weeks prior.

And so, per the wishes of both Raymond Randolph *and* Madame C.J. Walker, Mr. Randolph's daughter Vivian continued her assigned task of writing the unknown history of Madame's legacy, the "her-story" of her manufacturing company. "Call the book, **The Rape of Madame C.J. Walker,"** Ray Randolph had insisted. "Let my Spirit find expression in your being!" Madame urges.

The Pen now the Sword, Vivian obliged them both!

DRAFT

"Think not that I am come to send Peace on earth: I come not to send Peace, but a sword."
(Matthew 10:34)

Chapter 12
The Pilgrimage

Who's your favorite Minister?

According to the participants of the 1923 "Grand Trip to the Holy Land" contest sponsored by the Madame C.J. Walker Mfg. Co., Inc. the answer to this question was to be determined by the Mme. Walker Company's customer-base who had been instructed to choose their favorite minister from a list of names provided. Per the instructions contained in an ad that was featured in the Crisis Magazine, participants could nominate themselves or their "favorite churchman" by mailing in a Mme. Walker label or box top with name and address of their nominee who would then be entered into the race "for a free trip to Palestine." Each coupon was worth 100 points.

The 1st Grand Prize would be the trip to and from the Holy Land and $250.00 cash. The 2nd Grand Prize was the round trip to Palestine plus $100.00 cash. 3rd Prize was simply the Holy Land trip and the fourth Grand Prize was s trip to and from Paris. The ad also stated that "Liberal cash awards will be made to those not winning any prize and in the case of a tie or ties, prizes identical with the prizes announced will be given to each and all of the tieing {sic} contestants. Any Bishop, Presiding Elder, Pastor or General Officer of any religious denomination is eligible to enter."

This contest was billed as A'Lelia Walker Wilson's idea, having travelled to Palestine herself she is said to have remarked "How wonderful it would be if every Minister could tour Palestine and see at first hand some of the countless wonders spoken of in the Bible."

Certainly the title for this chapter is most apropos. The 4 winners of the contest were called ***Madame C.J. Walker Pilgrims*** and thus, in 1924, the winning Preachers embarked upon their journey. The Madame Walker Manufacturing Company's own actions served as both a foreshadowing of, and a foundation for, the Randolph pilgrimage commencing 61 years later.

Pilgrimage, a long, sacred, venerable, often arduous, journey to, in this case, foreign land- foreign land filled with minds of duplicity, hidden hands, dirty plots, masked agendas, and co-conspirators galore. Although it's been nearly twenty-five years since Mr. Randolph purchased the Walker Company and almost 91 years since Madame's passing, neither his dreams nor hers have been fulfilled. Therefore, the pilgrimage of his family -first embarked upon that fateful day in December of 1985- continues. After his passing, the responsibility to bring about the fruition of those dreams so long deferred would now rest upon Mr. Randolph's wife and his 3 daughters. The task of raising the True Madame C.J. Walker Legacy from its "plotted" grave would be daunting given what lay ahead.

When reflecting upon the Randolph's ownership of this historical company, certain key points should be kept in mind: Unlike the Trustees, Raymond Randolph did not *inherit* a thriving busi-

ness, with few real competitors, but rather he *purchased* –with his own hard earned money- a struggling company with no liquidity, no modern manufacturing equipment, antiquated office equipment, and numerous well established, well funded, and powerful competitors. One additional noteworthy difference -in stark contrast to the Trustees- although Mr. Randolph was not obligated to or bound by the terms of Madame's Trust, he placed all of his money and assets on the line for the sake of the resurrection of the Madame C.J. Walker Company.

There is, however, one unfortunate similarity between the trials of the Mme. Walker Company of the past, and that of the present. As has been detailed, the Randolph family –on account of their ownership of this historic company- would be forced to deal with the continued ambitions of a Marion Perry heir, much like the Trustees and MCJW Company Officers of the past. The Rape of Madame C.J. Walker would continue.

Less than a month before Mr. Randolph's passing, he and his wife, along with one of his daughters and two grandsons were awakened to a house fire which completely destroyed part of the family home and caused smoke damage throughout. So the trials of the Randolph Women after Mr. Randolph's passing were thus exacerbated by the newfound tasks of rebuilding and reconstructing a home devastated by fire, punctuating the concept of fiery trials.

During the difficult years that followed, the Randolph Women continued manufacturing and selling Madame C.J. Walker hair care products while simultaneously working on redesigning the packaging, formulating a new shampoo, new conditioners and a loc cream and building a web site. After much contemplation and due consideration of the state of the Black Health and Beauty Aids Industry it became quite obvious that a revamping of the distribution network for the MCJW products was also necessary. There was a clear mandate placed upon the Randolph Women (the new MCJW Company Pilgrims) to revisit and re-examine Madame Walker's original way of doing business. Madame C.J. Walker's direct selling model via individual Madame Walker agents was thus revived and the idea of selling products on consignment was abandoned. Of course these transformations and transitions would initially result in a marked decrease in sales until the new products and marketing plans could be introduced and implemented fully.

So the Randolph Women and their children worked full time, and part time jobs to keep themselves and the MCJW Company afloat financially pouring their money, time, and energy into the MCJW Company, believing that their hard work and sacrifices would pay off down the road. Their faith kept them optimistic.

Indeed their Faith was tested even further when in June of 2008 they received a letter from the Federal Trademark Board informing them that A'Lelia P. Bundles (the "P" stands for Perry as in Marion Perry) had petitioned the Trademark Board to cancel the registered trademark owned by the Madame Walker Company so that she could use the Madame Walker name to start her own cosmetics line.

Now hard earned money allotted for the Madame Walker Company would have to be diverted and paid to an attorney to vie for the rights that rightfully belonged to the MCJW Company. Now Ms. Bundles -who had sold her rights to the trademarked name when she sold her shares of stock and signed off as a Trustee to the sale of the 2/3rds stock held in trust- was now seeking to wrest those

same rights from the Madame C.J. Walker Company, thus destroying the Madame C.J. Walker business entirely. For years the Randolphs had endured and struggled against Ms. Bundles' dissemination of false information regarding the status of the Madame Walker Company. This false and/or misleading information had already severely crippled the Madame Walker Company due to the fact that potential customers were under the false impression that the Madame Walker Company had "closed its doors in the mid 1980's". Given the fact that this false information was being promulgated by a woman who proclaimed to be Madame C.J. Walker's heir, the buying public assumed that her statement was true, knowing of no reason to doubt its verity.

During the course of this legal confrontation with Marion Perry's granddaughter, it was discovered thatMs. Bundles was touring on behalf of Alberto Culver's "Just For Me" brand, the manufacturers of the number one selling "Just For Me" kiddy perm. Apparently Ms. Bundles had written a book which was published by Alberto Culver's Just For Me brand; the book was called "Trip In Tine" and was a story wherein the "Just For Me Kids" travelled back in time to meet none other than ***Madame Walker***! According to internet ads that have since been removed, this book was placed in the "Just For Me" kiddy perm kits in the spring of 2008, followed by Ms. Bundles' tour on behalf of the Just For Me brand during the summer and fall of 2008. This was that same time period in which the Randolph women were scraping together the money to fight the legal battle initiated by Bundles. According the Alberto Culver's legal counsel the book was written "to inspire achievement among young women of color" with no motive whatsoever to use the goodwill of the trademarked name "Madame C.J. Walker" to promote their "Just For Me" kiddy perm.

Of course this begs the question as to why Alberto Culver's "Just For Me" brand felt the need to "inspire achievement among young women of color" using Madame C.J. Walker specifically, as opposed to the myriad of other historical African-Americans that could have been used. It is merely a ***coincidence*** that Madame Walker just happens to be one of the founders of the Black hair care industry and "Just For Me" is a hair care brand marketed to young Black women!

If Alberto-Culver is truly interested in "inspiring achievement among young women of color" they can best serve that purpose by discontinuing the promotion of kiddy perms to African-American girls! Studies have proven the harmful effect of these kiddy perms on the **brain development** of African-American girls who have had these so-called kiddy perms (nothing more than mild relaxers) applied to their hair. Furthermore, real achievement begins with proper knowledge and love of self and we must ask ourselves what message we are sending to our young girls when we use these kiddy perms to alter the natural look of their hair.

Regarding this issue of hair straightening, it is worth repeating that Madame vehemently stated that she "deplored" the impression that she claimed to straighten hair, insisting that she had "always held herself out as a hair culturist." "I grow hair" she flatly declared. Given this fact, and in keeping with "Madame's Spirit" it is no stretch to say that Madame Walker would not take kindly to having her name associated with any competitor product, much less one that promotes a so-called kiddy perm.

Alberto-Culver definitively stated that it "had no involvement with (or indeed knowledge of) the Trademark Office proceeding" which had been brought about by Ms. Bundles and "no plans to publicize or distribute further copies of *Trip In Time*..."

As was the case with her grandfather before her, Ms. Bundles was unsuccessful in her attempted coup of the Madame Walker Company assets, in this case, its trademark. In November of 2009, claiming that the financial incentive which had prompted her to petition the Trademark Board in the first place, was now gone, Ms. Bundles withdrew her petition and the Trademark Board granted said withdrawal ***with prejudice***; however it is the Randolph's belief that said withdrawal was due to the fact that Ms. Bundles was unwilling to answer a series of questions which had been posed to her regarding statements she has made about the status of the Madame Walker Company and deals that she had entered involving the use of the Madame Walker name. The Trademark Board had ruled that these questions were in fact relevant to the proceedings.

Yet in keeping with the tenacious spirit of Marion Perry, Ms. Bundles, in 2010, is still attempting to gain registered trademarks to Madame C.J. Walker's **Business Name** and **Business Signature** for the purpose of memorabilia and clothing.

And so the War of the Black Rose rages on. The Madame Walker Pilgrims march forth and the Promised Land awaits. The journey for the Randolphs has been long and grueling, testing their Faith and stretching their Will beyond their capacity, forcing them to tap into the reserves of the Ancestors.

In spite of the many roadblocks that have been placed in their path, the legitimate owners of the Original Madame C.J. Walker Manufacturing Company -doing business now as Madame C.J. Walker Enterprises Inc.- have successfully repackaged the Original Madame Walker hair care products and have introduced a new line of products called ***Criteria,*** a name first used by Mr. Raymond Randolph in honor of Madame Walker who established the criteria by which the Black Health and Beauty Aids Industry was founded. The Company also created a web site at **www.madamewalker.net** and has reinstituted the **Madame C.J. Walker Agent** whereby individual entrepreneur are empowered to sell MCJW products and make money for themselves.

Victory is close at hand. The Randolph Women need only look to the little-known story of Edward "Duke" Ellington's last large-scale work and only opera, "**Queenie Pie**" to strengthen our resolve to fulfill these dreams deferred:

In 1962 Duke Ellington began writing what was to become his last theatrical production, an opera called **Queenie Pie** written as a tribute to Madame C. J. Walker. He dictated several varying versions of the story, which morphed from an hour-long Public television Opera program, into a full-length theatrical musical. Duke worked on the piece until his death in 1974, leaving behind his unfinished opera. The Opera was brought to the attention of the American Music Theatre Festival by Maurice Peress "who was invited by Duke to help prepare the original score." A collaborative team was assembled and with the help of many "specialists intimate with Ellington's work" a performing version of Duke's opera was produced. With the Ellington Orchestra, directed by "the composer's son Mercer Ellington" -who also worked as the show's production coordinator- and Garth Fagan working as the shows director, the final "production premiered on September 18, 1986 at the Zellerbach Theatre in Philadelphia." It was a critical success. Twenty-six years after Duke Ellington had "seeded" the idea to honor Madame, the Queenie Pie Opera had grown to fruition, proving once again that "It aint over 'til the (not-so) Fat Lady sings!"

The four Randolph Women (the Mme. C.J. Walker Pilgrims) have each other, a perfect squared foundation, born of the indestructible seed of Faith, planted by the Hands of Love.

We soldier on, having been intimately exposed to two phenomenal examples of the power of the Will, Madame and Mr. Randolph. Regarding the latter, he insisted that we memorize the following creed entitled "We the Willing":

WE THE WILLING,
HAVING BEEN LEAD BY THE UNKNOWING,
HAVING DONE THE IMPOSSIBLE FOR THOSE
WHO WERE IN MOST INSTANCES,
UNGRATEFUL;
WE HAVE DONE
SO, FOR SO LONG WITH SO LITTLE,
WE ARE NOW QUALIFIED
TO DO ANYTHING
WITH NOTHING.

Is this not, after all, what Madame C.J. Walker did?

"For they have sown the wind and shall reap the whirlwind."

(Hosea 8:7)

Epilogue
Reaping the Rape

This Her-story has Universal applications. Perhaps this fact, in and of itself is one of the reasons that it has taken over nine years to write this historical account of Madame's company. A subject matter with far-reaching ramifications requires the "stretching" of the heart and mind of the vessel chosen to relay it. This "stretching", I believe, is brought about by way of trials and time. Time, in and of itself, can be the most difficult of trials because it tests Faith and also demands patience-patience while enduring intense pressure.

Family, friends and foes alike have waited for this book's completion. Where is it? Did she really write a book? Does she even know how to write? What's taking so long? Truth is, I too have been waiting, waiting for this final chapter, this epilogue, to reveal itself to me, through me. The gist of it all, the ***core point,*** the ***seed*** if you will, had to be planted within me. It then had to germinate within me to become fully developed within my being. In other words, I've been pregnant with this "labor of love child" five times longer than an elephant carries her cow! (smile)

Despite my best efforts, there was just no rushing this book. I could not allow myself to fret over all the other books being published, all claiming to be duly researched historical accounts of the legacy of Madame C.J. Walker, because those books would not be ***the*** story, ***Her*** story. They couldn't be. Indeed the story of The Rape of Madame C.J. Walker would be confirmed by the very existence of these other books -books which, for the most part, failed to address the demise of Madame's Company, further serving as proof that Madame's story had yet to be written. Yes, the absence of a storyline that reflected the ***heart of Madame's heart*** would do no more than confirm what I knew within myself to be True, which is that these other authors –no matter their intentions- were not *able* to write Madame's Herstory. It simply was not their right to do so.

I speak of something other than intellectual property right issues. I speak of what issues from the heart, the Spirit that qualifies or disqualifies someone for the task of conveyance. How does one of the Present, convey purely the ***Essence*** of one who is of the Past, so that future generations have a clear, accurate understanding of, and appreciation for the journey of an Ancestor?

Ah, herein lies the crux of the matter. Herein is one of the key reasons why Madame's Herstory has universal applications of grave importance. We must learn why it is so important to handle History with care –even reverence. **The misrepresentation of facts, the misinterpretation of facts, the misapplication of facts, the lack of knowledge of all of the key facts and the inability or the unwillingness to discern fact from assumption, supposition or fiction, results in the hiding of Truth and thus, the miscarriage of Justice, and the skewing of History and consequently, Society's perception of reality.**

In writing this book, I have therefore attempted to un-skew what was skewed, and to bring a fresh perspective to the Madame C.J. Walker story. If Madame were to "come back" what would she

want to know? What would be her main focus? Yet these questions were always married to the mandate to be truthful and possibly even critical regarding Madame's choices and the choices of those in whom she had placed her trust. Then there was the question of fairness; after all, hindsight is twenty-twenty vision, so I needed to weigh actions within the context of the intent –if indeed the intent were clear- and within the time period in which the actions were taken. As the story was brought forward to the contemporary, it became more personal. I felt no need to hide this fact. I wanted my own anger to be detected by the reader; I wanted it to affect the story, but I did not want it to *infect* the story. As I combed through the "matted and straggly" dusty records of this once formidable manufacturing company, I realized how my own family's "pilgrimage" by virtue of our ownership of this historical company, in many ways paralleled the company's past journey through the valley of death's shadow, as well as, Madame's own travails with the shadow-catchers of her day. I concluded that this was, in fact, the "qualifying fire requisite". I and my family needed to walk in Madame's shoes in order to tap into Her Spirit; therefore my anger "matched" Madame's, by virtue of this parallel journey. My anger reflected her Spirit's ire. Ire fueled by the betrayal of Trust. Ire fueled by racism and sexism. Ire fueled by the arrogant and selfish disregard for the rights of others and for the common good of future generations. Ire fueled by the greedy lusts of the lazy opportunists. Ire fueled by corrupt government tax structures that overburden the small business owners. Ire fueled by the seedy stock market "deals" which inspire the abandonment of sound business practices for the promise of quick easy money.

However, anger must be properly channeled if it is to be constructive rather than destructive. It must be utilized in such a manner as to serve as the impetus, the motivation to change the status quo, and the mentality that produces it; ire then, is the fuel for action. Yet, just as a moving car with no driver to steer its course, or with no clear course to follow, becomes a dangerous vehicle, so too does anger with no guidance, and no parameters become a destructive force. Anger must take the "high road" –a road revealed only to those who seek a higher purpose when confronted with hardships and trials. Anger must "morph" into righteous indignation, for failure to look for a deeper understanding of one's trials will indeed allow anger to infect, poisoning the host and whatever issues forth from its host.

So via the difficulties I and my family endured on account of our ownership of Madame's labor Love, I came to understand the whys and wherefores of this qualifying fire and that my need to learn these lessons was why the writing of this book was so protracted. I had to learn the proper placement of anger and perhaps more importantly, I had to learn ***my place*** in the grand scheme of things. I was merely the vehicle, and God would have to be the driver by virtue of the fact that the higher road I needed to travel was the road designed by a Higher Mind –the Grandest of all Schemers!

This Grand Scheme goes back to this Herstory's Universal applications. This story was never really about the Randolphs or the Bundles or the Ransoms or even Madame for that matter! It's about the ***lessons*** which can be gleaned from its telling and applied in such a manner as to produce a universal shift and alteration in the way we think and act towards ourselves and others. At present, I write this epilogue at a time when there is an historic Presidential election taking place. I do not believe that this is a coincidence. After a nine year struggle, I have reached this final chapter at the precise moment when my country and the entire planet for the matter, is at a "Crossroads." Sexism, racism, elitism and classism are once again at the forefront of society's psyche- the

"educated latte drinkers" versus the "hard-working uneducated blue-collar gun-toters". A great divide has revealed itself within both the Democratic and Republican parties, family feuds –"uncivil" war if you will- that have the potential of rendering our country's progress to a grinding halt if not resolved once and for all. Simultaneously, "great divides" deep within the earth itself are producing devastating earthquakes. Once dormant volcanoes are awakening and major ice caps are melting at a rapid pace. This great divide has also manifested itself more prominently between the haves and have-nots, having been exacerbated by the sub-prime mortgage debacle. As "average Joe" homeowners face foreclosure, investment banks like Bear Sterns are bailed out with taxpayer money; these are the same taxpayers faulted for "getting in over their heads" relating to their home loans! Much like our Trustees, the government's solution is to create more debt, sparing the elephant while trampling the grass. Alas, Madame's dream of better homes –indeed America's dream- is once again deferred for many.

These are major "hair-raising" issues at work, and unless we address the *root* of these issues, our world will slip into stagnation or worse. America in particular, once the leader of innovative ideas and revolutionary thought is clearly losing Her front-runner status due to Her failure to wrestle with, reflect upon, and come to terms with Her "family" problems. As with Madame's Company, there are forces that have infiltrated the American Government which clearly do not have the well-being of the American people at heart. This has happened because America has strayed from Her sacred Trust, having forgotten that to whom much is given, much is required and that Her government is of the people, for the people and by the people.

Were the Trustees good stewards of Madame's Company? This question prompts questions regarding stewardship in general. Have we been good stewards of the planet? Madame was driving an electric car in 1917; paradoxically-perhaps even prophetically- she chose to live down the street from the great oil tycoon J.D. Rockefeller. Nearly a century later, we are told that electric cars are "new technology" as the big oil giants report record profits due to our junkie-like dependency for their product. This fact begs the question of why electric automobile technology was not further developed sooner. If we follow Rockefeller's "carbon footprint" will it lead us to the answer?

Whatever the answer, more questions are sure to follow, but at least the conversation has begun. Let's talk. Let's listen. Let's learn the lessons of Herstory. Reaping the Rape? What is reaped is predicated on what is sown. If we rape our land, our treasury, our women and children, our poor, what shall we reap? How can we possibly reap the harvest of well educated children if we fail to follow Madame's example of properly funding educational institutes. This question is now a pressing issue for the very educational institutes to which Madame's philanthropy was directed: HBCU's; the Historical Black Colleges are struggling more than ever to stay competitive due to financial constraints.

As our Trustees learned, we cannot credit or borrow our way out of debt because credit ***is*** debt. If we sow debt we will reap more debt. Presently the United States' wars in both Iraq and Afghanistan are being funded by Japan and China, as the dollar's value plunges and the prices for commodities soar to record highs. The poor grow poorer, the middleclass shrinks and the rich get tax breaks. Yet to cripple the foundation upon which one stands is to eventually cripple one's own self. It is an inevitability.

Nevertheless, there is hope:

"There's a curious paradox which no one can explain; who understands the secret of the reaping of the grain? Who understands why Spring is born of Winter's laboring pain, or why we must die a bit before we grow again?"

So while Madame's Company may have been raped, perhaps that rape -though painful to witness, painful to accept- was necessary for the future growth of this Historic Company, and for the future growth of Humanity, *if* we learn the lessons of this story and take them to heart.

VIDAME = Vivian + Madame's Spirit.

Post Script: After completion of this book, yet before it could be published, two significant events have transpired which require mention: