

1 LAST WILL AND TESTAMENT

2 OF

3 WILLIAM S. HART

4  
5 I, WILLIAM S. HART, a resident of Newhall, County of  
6 Los Angeles, State of California, being of lawful age and of sound  
7 and disposing mind and memory, and not acting under duress, menace,  
8 fraud, or the undue influence of any person whomsoever, do hereby  
9 expressly revoke all former Wills and Codicils to Wills made by me,  
10 and do hereby make, publish and declare this my Last Will and Test-  
11 ament, in the manner following, that is to say:

12 FIRST: I declare that I am unmarried; that my former  
13 wife, Winifred Westover Hart, and I were divorced February 11, 1927;  
14 that she has been amply provided for under a property settlement  
15 agreement made in May of 1922; and that she has no rights in, or  
16 claims upon, my estate whatsoever.

17 SECOND: I further declare that I have but one child, a  
18 son by the name of William S. Hart, Jr., who is the issue of my  
19 marriage to said Winifred Westover Hart. I have made no provision  
20 in this Will for my son for the reason that I have amply provided  
21 for him during my lifetime.

22 THIRD: I hereby direct my executors, hereinafter named,  
23 to pay all my just debts, all expenses of my last illness and burial,  
24 all estate, inheritance, income and other taxes payable from estate  
25 funds, and all administration costs, expenses, fees and commissions  
26 as soon after my death as is convenient, out of the residue of my  
27 estate, and that there shall be no charge therefor upon the basis  
28 of proration, apportionment, contribution, or otherwise, against  
29 the devise and bequest herein made to the County of Los Angeles,  
30 State of California, provided for in paragraphs Fourth and Fifth  
31 hereof. In the event such debts, expenses, taxes, costs, fees and  
H. 32 commissions exceed the amount of the residue of my estate, I hereby

"EXHIBIT A"

LAST WILL AND TESTAMENT OF WILLIAM S. HART \* \* \* \* \* PAGE ONE

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1 direct that, for the purpose of obtaining funds to pay such de-  
2 ficiency, my executors deduct the amount thereof from the bequests  
3 set forth in paragraph Sixth hereof upon a pro-rata basis.

4 FOURTH: I hereby give, devise and bequeath to the County  
5 of Los Angeles, State of California, a body politic and corporate,  
6 (hereinafter sometimes referred to as "the County"), for the uses  
7 and purposes, and upon and subject to the conditions, hereinafter  
8 set forth, all that certain real and personal property described  
9 as follows, to-wit:

10 Real Property: My ranch located at Newhall, County  
11 of Los Angeles, State of California, consisting of  
12 approximately 200 acres of land, including all build-  
13 ings and other improvements located thereon.

14 My home and the outbuildings and land reasonably  
15 necessary thereto are hereinafter sometimes referred  
16 to as the "Museum Property".

17 That the various buildings immediately opposite the  
18 main entrance to said property which I have used as  
19 "location sites" in connection with certain scenes  
20 taken in various motion pictures in which I have acted,  
21 together with the land reasonably necessary thereto,  
22 are hereinafter sometimes referred to as the "Location  
23 Property".

24 That the balance of the said 200 acres is hereinafter  
25 sometimes referred to as the "Park Property".

26 Personal Property: All the furniture and furnishings,  
27 and other personal property located in the Museum  
28 Property, except such of my clothing, articles of per-  
29 sonal attire or adornment, articles of household fur-  
30 niture or equipment which in the opinion of my executors  
31 have no historic value, or which are not suitable for  
32 the purposes of a park or museum, hereinafter sometimes  
referred to as "Museum pieces".

A. That the said real and personal property (herein-  
after sometimes referred to as the "Park") shall be forever used  
and maintained by the County and its successors in interest and  
estate, exclusively as a public park and pleasure grounds, and for  
exhibition purposes, for the amusement, recreation, health and  
pleasure of its inhabitants. That the Park shall be open to public  
use at all times subject to proper restrictions to be provided by  
the Board of Supervisors of the County. That a charge or fee shall  
never be made of the public for admittance to the said premises,

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1 provided, however, that the Board of Supervisors may fix and  
2 collect a nominal charge for the use of camping facilities located  
3 on the Park Property in an amount of approximately the cost of the  
4 public utilities likely to be used by the person to be charged.

5 B. That the name of said Park shall be established by  
6 ordinance to be "WILLIAM S. HART PARK", and that "WILLIAM S. HART  
7 PARK" shall be continued as the official name and designation of  
8 said Park.

9 C. That, within twelve months from and after the date  
10 of the recordation of the decree of distribution distributing the  
11 said property to the County, the County shall

12 (1) Construct and thereafter maintain at the  
13 present location of the main entrance to said property a plate on  
14 which shall be inscribed in letters of suitable size and character  
15 the words "WILLIAM S. HART PARK"; and, that at a proper location  
16 on or adjacent to the Museum Property, place or erect a tablet on  
17 which shall be inscribed in letters of suitable size and character  
18 the following words:

19 "This Park has been dedicated

20 by

21 WILLIAM S. HART

22 for the benefit of the American Public

23 of every race and creed"

24 D. That, within five years from and after the date of  
25 the recordation of said decree of distribution, the County shall

26 (1) Lay out, construct and thereafter maintain  
27 roads and paths throughout the said property so as to give the  
28 public access to the various points and places of interest through-  
29 out the Park.

30 (2) Construct and thereafter maintain comfort  
31 stations for

1 (3) Construct and thereafter maintain picnic  
2 grounds at suitable locations with accommodations for cooking,  
3 tables and seats and drinking fountains.

4 (4) Lay out, construct and thereafter maintain an  
5 adequate electric lighting system, irrigation system and storm  
6 drains throughout the Park.

7 (5) Plant and thereafter maintain throughout the  
8 Park, at suitable places, for the purpose of ornamentation and  
9 flood control, plants, shrubs, trees, grass and flowers preferable  
10 indigenous to California.

11 E. The Museum Property shall be maintained in its present  
12 location and kept in good repair.

13 F. A room shall be set apart in either the Museum Prop-  
14 erty or Location Property for the supervisor of the Park who shall  
15 have general supervision over the property.

16 G. At all times when the Museum is open to the public a  
17 guard shall be maintained within the Museum for the purpose of pro-  
18 tecting the Museum Pieces and Property.

19 H. All Museum Pieces of intrinsic value, and which may  
20 be easily carried away, shall be enclosed and kept under glass.

21 I. No business of any kind shall be conducted upon said  
22 property, nor shall said property or any portion thereof be used for  
23 the purpose of development of oil, gas or other hydrocarbon or other  
24 mineral substances. Provided, however, that the use of said prop-  
25 erty for transportation purposes for carrying persons into and  
26 through said property shall not be considered as a violation of any  
27 of the conditions herein set forth.

28 J. Whenever any of said property, or any part thereof,  
29 shall cease to be used as a park and for pleasure, amusement, recre-  
30 ation, health and uses incident to the aforesaid uses according to

1 name of said Park from "WILLIAM S. HART PARK" to some other name or  
2 designation, or if the County, or its successors in interest or es-  
3 tate, shall fail, neglect or refuse to perform each or any of the  
4 other conditions hereby imposed, the said property shall, immediate-  
5 ly upon the happening of either or any of said events, revert, and  
6 shall go and be distributed, to the State of California for the  
7 same uses and purposes and upon the same conditions imposed upon  
8 the State of California as are herein set forth and imposed upon  
9 the County.

10 K. That, prior to the hearing before the Superior Court  
11 upon the final account and petition for distribution of my estate,  
12 the Board of Supervisors of the County shall advise my executors  
13 of its willingness to accept the property herein devised and be-  
14 queathed to the County for the uses and purposes and upon the con-  
15 ditions herein provided. In the event the County fails to so ad-  
16 vise my executors prior to the hearing before the Superior Court  
17 upon the final account and petition for distribution of my estate,  
18 the said real and personal property shall go and be distributed to  
19 the State of California for the same uses and purposes and upon the  
20 same conditions imposed upon the State of California as are herein  
21 set forth and imposed upon the County.

22 L. All the domestic animals which I may own at the time  
23 of my death shall be allowed to spend their remaining days in the  
24 Park and shall be properly fed and cared for at all times by the  
25 County.

26 FIFTH: For the purpose of providing for the maintenance  
27 and upkeep of the said Park, I hereby give and bequeath to the  
28 County the sum of One Hundred Fifty Thousand Dollars (\$150,000.00),  
29 and such other sums of money as shall go and be distributed to the  
30 County under the provisions hereof, IN TRUST, for the following

1 Trust Estate in a special fund of the County to be known as "WILLIAM  
2 S. HART PARK FUND", and shall not withdraw said Trust Estate, nor  
3 any portion thereof, except in accordance with the provisions hereof.  
4 The County shall place all stocks, bonds and other securities pur-  
5 chased with said Trust Estate in a secure place and a proper record  
6 kept of the fact that said securities are a part of this Trust  
7 Estate.

8 B. The County may invest and reinvest the Trust Estate  
9 in investments permissible by law for the investment of trust funds  
10 deposited with savings banks as provided by Section 61, Act 692 of  
11 the General Laws of the State of California, as amended.

12 C. The County shall have the right to use annually the  
13 sum of Ten thousand Dollars (\$10,000.00) of the principal and <sup>the</sup> accrued  
14 ~~interest~~ <sup>and collected income,</sup> of the Trust Estate for the purpose of aiding and assisting  
15 the County in defraying and carrying out and performing the con-  
16 ditions as expressed in par. Fourth hereof to be done and performed,  
17 but I hereby declare it to be a condition of this Trust that the  
18 County shall not expend or obligate any portion of the principal or  
19 income of this Trust Estate in excess of the said amounts, and that  
20 it is a further condition of this Trust that the County shall not  
21 expend any portion of the said principal or income of the Trust Es-  
22 tate for any purpose whatsoever except as herein expressly author-  
23 ized.

24 D. At least annually the Board of Supervisors of the  
25 County shall account with respect to all disbursements and obliga-  
26 tions incurred in connection with the performance of the conditions  
27 set forth in paragraph Fourth hereof.

28 E. The County shall have, respecting bonds, shares of  
29 stock and other securities, all the rights, powers and privileges  
30 of an owner, including, though without limiting the foregoing, the  
31 power of voting, giving proxies, payment of calls, assessments and  
32 other sums deemed by the Board of Supervisors expedient for the

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1 protection of the interests of the Trust Estate; participating in  
2 voting trusts, pooling agreements; assenting to corporate sales,  
3 leases and encumbrances; regardless of limitations, if any, else-  
4 where in this instrument relative to investments by the County, to  
5 have the power of selling or exercising stock subscription or con-  
6 version rights, participating in foreclosures, reorganizations, con-  
7 solidations, mergers and liquidations; and in connection with any  
8 such proceedings, to deposit securities with, and transfer title to,  
9 any protective or other committee under such terms respecting the  
10 deposit thereof as the County may approve.

11 F. The County shall keep, accumulate and declare acts of  
12 all investments, receipts and disbursements, and other transactions  
13 hereunder, and all accounts, books and records relating thereto  
14 shall be open to inspection by any interested person at all reason-  
15 able times. Within sixty days following the close of each fiscal  
16 year, the Board of Supervisors shall file with the County Clerk of  
17 said County a written report setting forth all investments, receipts  
18 and disbursements, and other transactions effected by them during  
19 the period subsequent to the last accounting. Such report shall  
20 contain an exact description of all securities and investments held  
21 at the end of such period and the cost of each item thereof as car-  
22 ried on the books of the County.

23 G. No portion of the principal or income of the Trust  
24 Estate shall be subject to sale, assignment, hypothecation or trans-  
25 fer by the County, nor shall the principal of the Trust Estate, or  
26 the income arising therefrom, be liable for any debt of the County  
27 or subject to any judgment rendered against the County or to the  
28 process of any court in aid of execution of any judgment so ren-  
29 dered, and all of the income from the Trust Estate shall be trans-  
30 ferable, payable and deliverable only by the County to the persons

1 H. All dividends accruing on corporate stock and payable  
2 in the shares of the corporation itself, and all rights to sub-  
3 scribe to the shares or other securities or obligations of a corpo-  
4 ration accruing on account of the ownership of stock in such corpo-  
5 ration, and the proceeds of any sale of such rights, shall be  
6 deemed principal. All dividends payable otherwise than in the shares  
7 of the corporation itself shall be deemed income, except that amount  
8 paid on corporate stock upon liquidation of the assets of the corpo-  
9 ration as a return of the original investment and such part of  
10 dividends as is designated by the corporation as a return of cap-  
11 ital or distribution of assets shall be deemed principal. Where  
12 the County shall have the option of receiving a dividend either in  
13 cash or in the shares of the declaring corporation, it shall be  
14 considered a cash dividend irrespective of the choice made by the  
15 County. Unless otherwise specifically provided herein, the County  
16 shall have absolute discretion in determining what is principal or  
17 income and what shall be charged or credited to either, and their  
18 judgment shall bind everyone beneficially interested hereunder.  
19 The County may rely upon the statement of the paying corporation  
20 as to whether dividends are paid from profits or earnings or are  
21 a return of capital or a distribution of assets, and as to any  
22 other fact relevant hereunder, concerning the source or character  
23 of dividends or distributions of corporate assets. .

24 SIXTH: I hereby give, devise and bequeath;

25 (a) To my sister, Frances V. Bierck, who is now residing  
26 at Westport, Connecticut, the sum of Fifty Thousand Dollars  
27 (\$50,000.00).

28 (b) To my grandniece, Mary Ellen Hogewoning, now re-  
29 siding at Westport, Connecticut, the sum of Five Thousand Dollars,  
30 (\$5,000.00).

31 (c) To my grandniece, Beatrice Hogewoning Hunt, the sum,  
32 of Five Thousand Dollars (\$5,000.00).

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1 (d) To the Commercial Club of Billings, Montana, the sum  
2 of Five Thousand Dollars (\$5,000.00) to be used by said Club ex-  
3 clusively for the establishment of a Number One, or mother, Lodge  
4 of the Boys Order of Chanta Sutas and for the purchase of books of  
5 ritual as promulgated by the boys of Billings, Montana, in 1927;  
6 provided, however, and it is hereby made a condition to the distri-  
7 bution of the said sum of Five Thousand Dollars (\$5,000.00) to the  
8 said Commercial Club of Billings, Montana, that during the period  
9 of one year from and after the date of my death my exocutors shall  
10 receive from the said Commercial Club of Billings, Montana, suffi-  
11 cient guarantees or commitments to assure my exocutors, in their  
12 opinion and best judgment, that the said sum of Five Thousand Dol-  
13 lars (\$5,000.00) shall be used for the purposes herein set forth.  
14 In the event my exocutors do not receive such guaranteos or commit-  
15 ments from the said Commercial Club of Billings, Montana, within  
16 the time herein provided, the said Five Thousand Dollars (\$5,000.00)  
17 shall go and be distributed to the City of Billings, Montana, for  
18 charitable purposes.

19 (e) To the Los Angeles Society For The Prevention of  
20 Cruelty To Animals the sum of Fifty Thousand Dollars (\$50,000.00)  
21 to be used and devoted by said society as a fund for the care of  
22 animals.

23 (f) To The Lambs Inc., of New York City, New York, the  
24 sum of Five Thousand Dollars (\$5,000.00).

25 (g) To The Players Club, of New York City, New York, the  
26 sum of Five Thousand Dollars (\$5,000.00).

27 (h) To The Masquers, of Hollywood, California, the sum  
28 of Three Thousand Dollars (\$3,000.00).

29 (i) To the Actors Funds, of New York City, New York, the  
30 sum of Five Thousand Dollars (\$5,000.00).

31 (j) To St. John's Church, of Los Angeles, California, the  
32 sum of Two Thousand Dollars (\$2,000.00) to be used for any religious

1 purpose of said Church.

2 (k) To the Father Niel Dodd Foundation, of Hollywood,  
3 California, the sum of Three Thousand Dollars (\$3,000.00), to be  
4 used for the charitable purposes of said foundation.

5 (l) To The Braille Institute of America, Inc., a corpo-  
6 ration, the sum of Two Thousand Dollars (\$2,000.00), to be used for  
7 the charitable uses of said institute.

8 SEVENTH: All the rest, residue and remainder of my es-  
9 tate of every kind or nature and wheresoever situate, including any  
10 property over which I may have any power of appointment, after pay-  
11 ing all my just debts, all expenses of my last illness and burial,  
12 all estate, inheritance, income and other taxes payable from estate  
13 funds, and all administration costs, expenses, fees and commissions,  
14 as provided in paragraph Third, I hereby give, devise and bequeath  
15 and appoint to the County of Los Angeles, IN TRUST, to be added to  
16 the property and/or fund hereinabove specified in paragraph Fifth  
17 hereof, and to be used and devoted as a part of said property and/or  
18 fund and under and subject to the same terms and conditions, and  
19 for the same uses and purposes, provided for in said paragraph Fifth.

20 EIGHTH: With respect to the bequests provided for in  
21 paragraph Sixth hereof, I specifically direct and provide that my  
22 executors may pay the same, or any of them, in assets belonging to  
23 my estate at such value or values as my executors shall fix and de-  
24 termine constitute the fair and reasonable value or values thereof  
25 at the date of distribution; or my executors may elect to pay said  
26 bequests, or any of them, in cash. My executors may, at their sole  
27 option, secure, at the expense of my estate, an appraisal of such  
28 assets by not over three disinterested appraisers selected by them,  
29 and use such appraisal as the value of any assets being distributed  
30 pursuant to the provisions of this paragraph.

31 NINTH: I direct that no interest shall accrue or be paid  
32 on any of the bequests provided for herein; that the income received

1 during administration from any property herein specifically devised  
2 or bequeathed shall become a part of my general estate; and that all  
3 expenses of maintenance incurred during administration of the real  
4 property herein specifically devised shall be paid from the residue  
5 of my estate.

6 TENTH: Should any part, clause, provision or condition of  
7 this Will be held to be void, invalid and/or inoperative, then I  
8 direct that such invalidity shall not affect any other clause, pro-  
9 vision and/or condition hereof, but the remainder of this Will shall  
10 be effective as though such void clause, provision and/or condition  
11 had not been contained herein. Provided, however, that in the event  
12 any provision herein contained in favor of any devisee or legatee  
13 shall be invalidated, or wholly or partially inoperative, or shall  
14 lapse or fail, or be adjudged nonenforceable, for any reason what-  
15 soever, then such portion of my estate which such devisee or lega-  
16 tee is prevented from receiving on account thereof shall be used  
17 and shall go and be distributed as a part of the residue of my es-  
18 tate as provided in paragraph Seventh hereof.

19 ELEVENTH: In the event any devisee or legatee shall fail  
20 to survive distribution to such devisee or legatee then and in that  
21 event such devise or bequest, which would otherwise be distribut-  
22 able to such devisee or legatee, shall lapse and such devise or be-  
23 quest shall be used and shall go and be distributed as a part of the  
24 residue of my estate as provided in paragraph Seventh hereof.

25 TWELFTH: I hereby declare that I have executed this Will  
26 with full knowledge of the restrictions and limitations provided  
27 for in Article II, Chapter 1, Division 1 of the Probate Code of the  
28 State of California now in force and effect limiting the portion of  
29 my estate which may legally be disposed of for charitable purposes,  
30 and I hereby direct that all property bequeathed or devised con-

1 shall go and be distributed as part of the residue of my estate as  
2 provided in paragraph Seventh hereof.

3 THIRTEENTH: I have, except as otherwise provided in this  
4 Will, intentionally and with full knowledge, omitted to provide for  
5 my heirs who may be living at the date of this Will, or any  
6 person or persons who may, after the date of this Will, become my  
7 heir or heirs by reason of marriage or otherwise.

8 FOURTEENTH: If any devisee, legatee, or beneficiary under  
9 this Will, or any person claiming under or through any such devisee,  
10 legatee, or beneficiary, or any other person whomsoever who, if  
11 died wholly or partly intestate, would be entitled to share in my  
12 estate, shall in any manner whatsoever, directly or indirectly,  
13 contest this Will, or attack, oppose, or in any manner seek to  
14 impair or invalidate or alter any provision hereof, or shall in any  
15 manner whatsoever conspire or cooperate with any person or persons  
16 attempting to do any of the acts or things aforesaid, or shall  
17 settle or compromise directly or indirectly, either in or out of  
18 court, with any such contestant, or shall endeavor to succeed to  
19 any part of my estate otherwise than through this Will, then in  
20 each of the above mentioned cases, I hereby bequeath to such per-  
21 son or persons the sum of One Dollar (\$1.00), and no more, and all  
22 other bequests, devises and interests in this Will given to such  
23 person or persons, if any, shall be forfeited and shall be used  
24 and shall go and be distributed as part of the residue of my es-  
25 tate as provided in paragraph Seventh hereof.

26 FIFTEENTH: I hereby nominate and appoint Thomas C. Gould  
27 and William R. McKay, now judges of the Superior Court of the  
28 State of California, in and for the County of Los Angeles, as joint  
29 executors hereof.

30 SIXTEENTH: In the event of the death, refusal or inability  
to act as Executor of either the said Thomas C. Gould or Wil-

1 residing at 22300 Mulholland Highway, Woodland Hill, Los Angeles  
2 County, to act as a joint Executor in his place and stead.

3 SEVENTEENTH: It is my will that no bond or other security  
4 be required of the said Thomas C. Gould, William R. McKay, or Francis  
5 Gudger, while acting in any capacity under this Will.

6  
7 IN WITNESS WHEREOF, I have hereunto set my hand this 9th  
8 day of September, 1944, at Newhall, County of Los Angeles, State of  
9 California.

10  
11 WILLIAM S. HART  
12

13 The foregoing instrument, consisting of fourteen pages  
14 including the page signed by the Testator, each of such pages other  
15 than the page signed by the Testator having been initialed by the  
16 Testator, was on the date thereof, by the said William S. Hart,  
17 subscribed, published and declared to be his Last Will and Testa-  
18 ment, in the presence of us, who at his request and in his presence,  
19 and in the presence of each other, sign the same as witnesses there-  
to; and we further declare that at the time of signing this Will the  
said William S. Hart appeared to be of sound and disposing mind and  
memory and not acting under duress, menace, fraud or the undue in-  
fluence of any person whomsoever.

20 CLAIRE S. BRERETON residing at Horseshoe Ranch  
21 Newhall California.  
22

23 G. H. FROST residing at Arcady Apts.  
24 Los Angeles California.  
25

26 JAMES H. MITCHELL residing at 1547 So. Manhattan<sup>1st</sup> St.  
27 Los Angeles, California.  
28  
29  
30