Tucked away in the corner of my parents' attic was a box filled with papers. My grandmother had saved every letter that her many AMA cadet boyfriends had written, tying a ribbon around each bunch organized by beau. I discovered letters mailed to her from her WWII pilot pen pal stationed in the Pacific. Photos of men dressed in military uniforms spilled from the envelopes. And then there were years of correspondence between lawyers and Col. Charles S. Roller and her brother, Tommy, debating the future of AMA after my great-grandfather's death. I admit that I only glanced briefly at the content as I organized these pages in a notebook. I found the hundreds of letters from my grandmother's boyfriends a much better read. It wasn't until I showed the notebook to Chris and watched his eyes light up that I realized the value of the story told deep in the pages of the correspondence that spanned from 1946 to 1949.

For forty-one years, my great-grandfather, Col. Thomas J. Roller, and his brother, Major Charles S. Roller, Jr., served as co-principals of AMA. While equal in administration of the school, they held different ranks, perhaps to avoid the confusion of two "Colonels." When this story begins, Col. Charles S. Roller was known as "Major," as we see on the AMA letterhead and in Col. Tom's will. While he is referred to as "Major" in correspondence among those who had known him for years, he was promoted to Colonel after my great-

grandfather's death. Except in direct quotes when he is referred to as "Major," he will be Col. Charles in this narrative.

Col. Tom died while visiting his son, Tommy, in Florida in March of 1946. Col. Tom's wife had died 4 years prior in 1942. When my grandfather left for army training in 1944, my grandmother, Hilton Roller Somerville, and her daughter moved back to her childhood home, "Beaumont." Hilton was not only devoted to her father but also to the school that was her second home, so the move to Fort Defiance and to her family there was not unexpected. She fell back into her routine of supporting her father's role as co-principal of AMA, filled the role her mother once held of entertaining cadets and their families, and enjoyed formal dances with her father as her escort in the gym. My mother, who was 6 years old at the time, took piano lessons from Maggie Belle in her home which now houses the Augusta Military Academy Museum. Her grandfather, who she called "Pop," was her father figure. They were inseparable.

When Col. Tom died, his one-half interest in the Augusta Military Academy, a formal partnership he held with his brother, was left through his will to his children, Hilton and Tommy. Col. Tom's will offers insight into this partnership that was seemingly filled with mutual respect and camaraderie, stating "I direct they (Virginia Hilton Somerville and Thomas A. Roller) shall confer with my brother and partner, Major Charles S. Roller, Jr., in all matters about my estate and particularly about Augusta Military Academy in which he and I have been so closely and so pleasantly associated for so many years. I have absolute confidence in his ability and integrity and that he will advise them only for their interest and the interest of the school." Col. Tom pictured his children's future partnership with their uncle being as agreeable, saying "It is my intent and purpose and hope that my children will continue their interest in Augusta Military Academy after my death, and certainly so long as they deem it to be for their best interest and for the best interests of the school, to which my father, my brother and I devoted our lives."

It wasn't long before Col. Charles and the heirs of Col. Tom would disagree on what was in the best interest of the school.

Beginning in the summer of 1946, Hilton, Tommy and their respective families lived in Beaumont while Tommy worked at AMA. While newspaper articles reported that Tommy would be co-principal, fulfilling his father's wish that he devote his life to AMA, all evidence suggests that Col. Charles was the sole Principal following Col. Tom's death. Within the first year of this new arrangement, Tommy decided to pursue a career in the FBI and would leave AMA after the 1946-47 school year. Around the same time, Hilton and my mother moved to Charlottesville where my grandmother worked as the secretary to Admiral Halsey at UVA. Her dedication to anything military related extended beyond the halls of AMA.

The letters I found neatly tied together span the next two years of their lives. Included are letters from Mr. Michie, the attorney representing Hilton and Tommy; from Mr. Carter, the attorney representing Col. Charles; from Duncan Curry, the attorney representing the

estate of Col. Thomas J. Roller; from Mr. Jewell, the auditor hired to analyze and report on the financial condition of AMA; and from Tommy and Col. Charles. We do not have any correspondence from my grandmother, Hilton, though we have insight into her inquiries and thoughts through other letters and documents in the notebook. I relied on the relevant facts conveyed in these letters to explore the personal and legal dynamics at play during the negotiations.

In the spring of 1947, Hilton wrote Duncan Curry, the attorney for the estate, asking for her share of profits from the school. As Tommy was being paid a monthly sum of $350, Col. Charles saw fit to give my grandmother $200 per month, explaining that "In the past 7 months I have been paying profits when the deposits in the banks justified it." The partnership contract between Col. Charles and Col. Tom allowed for each partner to be paid an equal share of the profits from the school over and above the annual salary that they earned. This profit sharing perk continued after Col. Tom's death – half of the profits were allocated to Col. Charles and the other half were allocated to paying expenses of the estate, as well as the monthly profit sharing payments to Tommy and Hilton.

In November 1947, Col. Charles wrote to Hilton enclosing a check for $200, her share of the profits. It is apparent that my grandmother had inquired as to the income and expenses for the preceding year. Her desire for accurate record keeping comes as no surprise to me. One of my family's favorite stories is of my grandmother requiring her financial advisor to bring carbon paper with him on his house calls (well after carbon paper was used by businesses) so he could make duplicates of his calculations in her presence. A copying machine would not do. She was meticulous when it came to her finances. To satisfy her curiosity, Col. Charles explained that the auditor was "making up a sheet which will show that most all profits last year went to pay for New Science Hall, New Gate and Heating Equipment. We had to borrow $40,000.00 to get by the summer."

As I started to piece together the facts of this story, this was my first "Wait…what?" moment. And perhaps for my grandmother, too. Why was the school paying out profits instead of building up a reserve fund? Why was the partnership forced into a position to have to borrow money and how would this debt be paid? Was borrowing money an exception or the practice of the school? Hilton probably appreciated the extra income as a single mother and felt that, if Tommy and Col. Charles were enjoying profits, she should in turn receive her share. But, in light of the information regarding the indebtedness of the school provided by Col. Charles, she most certainly asked these important questions and requested information regarding the financial management of the school. While she trusted the partnership's administration of the academics and student life at AMA, the revelation of the increasing indebtedness of the school without a reserve to manage that debt would not have pleased her, even if that practice was in place during her father's tenure and was one from which she benefitted. While this practice was in the best interest of the parties, it was not in the best interest of the school.

By January 1948, Mr. Michie, the attorney for Tommy and Hilton, requested a full accounting from the AMA auditor. While they waited (what would be months) for the report, they considered several options for the future of the school. Hints of my grandmother's concerns for the financial stability of AMA are revealed. One "undesirable alternative" was to ask the court to put Col. Charles out of management, appoint a receiver and ask for an accounting of profits received by Col. Charles over the past two years. Another option was to organize a new partnership with a new business manager. Mr. Carter, Col. Charles's attorney, is quoted as saying that Col. Charles "would probably agree to almost any reasonable contract along these lines that we requested, but in all probability, he would forget all about the contract promptly after it had been signed."

By mid-February of 1948, it was clear to Tommy and Hilton that the idea of organizing a corporation proved to be the most promising option. Through their attorney they suggested that Col. Charles serve as President of the corporation with board members equally representing the interests of Col. Charles and the heirs. A corporation would allow all parties, they maintained, to retain an interest in the school, provide a financial tax advantage to the parties, and allow for oversight of the school by the board of directors.

While the heirs were considering incorporating as the favored path to follow, Col. Charles contacted Tommy only, offering to buy his ¼ interest in the school for $62,000. Col. Charles would later explain that he offered to buy out Tommy "because he said he disliked school work and would never come back to be a teacher, and wanted F.B.I. as his life work. I understood it was different with Hilton and she did not want to sell." Tommy and Hilton were united – they would not consider selling unless both agreed to sell and not until they received an accounting of AMA earnings from the previous ten years.

Encouraged by a letter from Mr. Carter that, after initial disapproval, Col. Charles might be in favor of forming a corporation, Tommy traveled to Staunton and spent two days in conference with Hilton, Mr. Michie and Duncan Curry discussing specifics surrounding the formation of a corporation. In late February 1948, Mr. Michie sent a detailed letter to Mr. Carter outlining the proposed provisions of a contract to form "The Roller Corporation." While a generous salary would be paid to Col. Charles and he would be allowed to continue taking food from the school commissary without charge, Tommy and Hilton required that "other prerequisites, however, should be discontinued, i.e., the use of school coal, farm labor, etc, payment of personal taxes from school funds, etc. In this connection, the school farms are to be handled separately from Major and Mrs. Roller's personal farms." Major Yarborough, who was acting as bookkeeper for AMA, had Hilton and Tommy's trust and admiration. In suggesting that a treasurer would be hired for the corporation, Mr. Michie noted that "Mrs. Somerville and Mr. Roller have the greatest confidence, respect, and affection for Major Yarborough and …if he would like to take the position as Treasurer, they would certainly wish him to do so." Col. Charles would be required to get the approval of the Board for any school expenditure over $2,000.

Replying directly and without the filter of his attorneys, Col. Charles opposed the formation of the Roller Corporation because, among other things, it would have given him "many additional worries, duties and troubles." He instead proposed to sell off the school farms to pay off debt against the school and then to lease the school from Tommy and Hilton. Col. Charles argued, "I have from a financial stand-point double the holdings that either of the heirs have and from personal interest I have worlds and worlds more at stake because it was thru the efforts and personal work of my brother and myself that AMA has reached the heights that it has today. It would not be consistent to think that I would agree to or would want to go back in any shape or form as to finances or to reputation." While AMA acting as a corporation would require oversight by a board of directors, Col. Charles leasing AMA would allow him sole discretion in managing the school. He remarked that Tommy and Hilton "would have no fears as to what is going on because their grandfather was satisfied with the way their father and I had run it and their father was satisfied with the way I ran it and the records speak for themselves the way the school has been run today."

On this issue – allowing Col. Charles to manage the school without oversight – the parties would never agree. As long as Tommy and Hilton had a financial interest in AMA, they would insist on oversight of the financial management of the school. As long as Col. Charles was in charge in any capacity, he would insist on running the school without oversight. It would take an entire year of negotiations, a full realization of the indebtedness of the school, and a lecture from the auditors before Hilton, Tommy and Col. Charles would agree that the sale of the school was the only path forward.

Explaining to Col. Charles that leasing would be impracticable because the "partnership property consists not only in land and buildings, but also in cash accounts receivable, supplies and other items," Mr. Michie argued that a change from a partnership to a corporation would be the most beneficial not only for the parties involved, but for the financial well-being of the school. He pointed out that potential board members would be local and accessible to Col. Charles when needed. More importantly, the school would be on a better financial footing, noting that if "a substantial part of the earnings were retained in the business to pay off debts and build up property, including a reasonable reserve for bad times, there might even be an overall tax savings."

This did not sit well with Col. Charles. He declared that there were only two ways to resolve the stalemate – "The first way is for me to buy, since the heirs will not buy and the second way is for me to lease for five years." He added, "Knowing all the circumstances like I do, I am sure that the heirs would be far happier and more satisfied if they would sell their interest to me. If they are not satisfied with the way I run it now, how could they be satisfied if it was a corporation and I was President, because since my methods have now been good enough to practically get us off the rocks, what incentive would I have to change my methods as President." Concerned that incorporating would add a check on his management of the school, Col. Charles shared, "I still say it is unfortunate that there is dis-pleasure in the minds of the heirs with the way the school is run, since the rest of the world thinks it is super-successful." What Col. Charles described as "super-successful"

was a school that had been under substantial debt for the previous 26 years. Documents from Col. Charles and his attorneys showed that the school was making handsome profits in recent years, but very little had been applied towards the loans or put into reserve for hard times. Instead, profits were paid out to the partners.

Seemingly throwing his hands into the air, Mr. Michie wrote to the heirs, “I do not see anything is to be gained by further communication with Col. Roller.”

With this welcome pause in the negotiations, I was reminded of the article Chris wrote in February revealing a 1952 letter from Col. Charles to a parent pleading with him to pay the money he owed to AMA. In that letter, Col. Charles claimed, among other things, that the heirs of Col. Tom Roller after his death cared “nothing in the world about AMA” and that they were “rampant to sell.” The heirs, he insisted, “engaged lawyers to bring suit on me to sell the property.” Thankfully, we have the letters carefully saved by my grandmother to refute these assertions.

A month later, Mr. Michie shared with Hilton the details of his “discouraging” talk with Col. Charles’s attorney. Mr. Michie explained that Col. Charles “will not be satisfied with any solution other than a sale” and “definitely would not consider incorporating under any circumstances.” It was Col. Charles, not the heirs as he claimed, who pressured the sale of the school. In correspondence to Tommy, Mr. Michie referred to the heirs’ primary motivation throughout the negotiations, stating “Of course, even getting the maximum payment from your uncle would not satisfy your desire, and that of your sister, to obtain an interest in the property.” It was the heirs of Col. Tom who wanted to maintain an interest in the school, and it was Col. Charles who would not consider a scenario where that would be a reality. In Duncan Curry’s words, “I have the impression that Charlie Roller is going to insist on a sale of the property but, of course, this is only an impression. I have always taken the position that it was a dangerous task trying to force him to do anything. He is very generous but very combative. It has always been my attitude that AMA is a fragile asset.”

Over the next few months, Col. Charles engaged in what Mr. Michie labeled as “cold warfare” – changing his mind often and without warning. The highlights of these negotiations follow.

On August 6, 1948, Col. Charles put a buy/sell offer on the table, offering Hilton and Tommy jointly $135,000 for their ½ interest “in all the property belonging to Augusta Military Academy, a partnership formed by Thomas J. Roller and Charles S. Roller, Jr., and to assume the payment of all debts owed by the Augusta Military Academy.” If Tommy and Hilton did not want to sell, Col. Charles offered to sell his one half interest in AMA under the same terms. With this offer, Col. Charles detailed debt totalling over $116,000 owed to several different entities, including 5 notes held by his wife, Janet S. Roller.

The next day, Col. Charles sent a telegram through his attorney revising the above buy/sell offer. It states: “disregard letter and telephone conversation of this morning my

client col roller is willing to buy or lease but not sell he realizes that the faculty was signed for him as their employer he has enrolled boys with the main selling point of his personal supervision to pass the school now into other hands would be a betrayal of these school patrons."

A rare letter from Tommy to his attorney reveals his frustration. "The way Major is changing his mind these days, I don't know whether to take his last telegram as final or not. However, I am going on the assumption that he has now decided to (1) either buy our ½ interest, or (2) to lease from us our ½ interest." Focusing on the option to lea*se,* Tommy reiterated his and Hilton's steadfast desire to retain an interest in AMA, stating, "To me, the main advantage of the lease is that we will still retain our ½ interest in the school. Once we sell, then of course we are out of the school for good.*"* In reviewing with his attorney the potential liabilities associated with leasing, Tommy focused on what has been the heirs' concern all along – the financial health of the school – stating, "One thing does come to my mind though, in this connection, and that is in any lease we agreed upon, we should have in it some provisions whereby Maj. would be required to reduce the <u>total</u> indebtedness of the school a certain amount per year. Just to reduce the $53,000 note at the bank would not be sufficient since he would always do this and conform with the lease, but could still increase or contract additional debts. I should think that if he met his financial obligation to us under the terms of the lease and also decreased the <u>total debt</u> on the school each year, then the school could not be 'run on the rocks' so to speak."

The heirs patiently waited for the auditors to report the year-end profits for 1948 before they could determine a fair asking price for AMA. During this time, Tommy contacted Mr. Jewell, the auditor in charge of the AMA books, asking for an advance on the profits to pay some of his bills. This request would be denied.

Mr. Jewell provided the long awaited year-end report in September, along with a lecture to all of the parties involved on sound financial management practices. He explained in a letter to Tommy that the net profits for the year ending June 30, 1948, totaling $21,152.54 were, as was the custom for decades, split between Col. Charles receiving ½ of the profits and the Estate of Col. Tom and his heirs receiving the other half. In his letter, the auditor explained to Tommy, "In the conference at Charlottesville on August 28, I pointed out to Mr. Michie and Mrs. Somerville, that I did not see how the School could ever hope to reduce it's (sic) indebtedness if all the profits were withdrawn from year to year." Using the $175,000 loan taken by the partnership around 1924 for the erection of the new gym building and swimming pool to illustrate his point, Mr. Jewell noted that only $52,000 had been paid by retention of school profits over a period of approximately 24 years. The one-time payment using proceeds from the life insurance of Col. Thomas J. Roller in the amount of $70,000 greatly exceeded the amount the partnership had paid towards the loan over the previous 24 years. As he cautioned, "The above computation plainly reveals very slow progress and if presented to a prospective creditor of the school, it certainly would not be a very good background for further extension of credit." Noting that responsibility for the indebtedness of the school rested

on the partnership, not just Col. Charles, the auditor explained, “It is not my desire to be unduly critical of any one interest but it is my observation that in the past withdrawals have been too large, even during your father’s lifetime. Had these withdrawals been less the present situation, with respect to the indebtedness of the School would, no doubt, not exist.” Mr. Jewell recommended “the suspension of any further withdrawals until the indebtedness was liquidated and an adequate working capital fund built up.”

After receiving the auditor’s analysis and a request from Tommy for an advance on the profits, Col. Charles told Tommy in October that his attorneys and Mr. Jewell believe that “the heirs on one side and I on the other are coming to a definite show down in the near future,-I buy or you buy, I sell or you sell or that you and Hilton will be given ample opportunity to try your hand at running the school.”

In November, Tommy’s decision was clear. He was ready to sell. He did not plan to make the FBI his career and was surveying more profitable business opportunities in Florida. Tommy did not envision himself committing any additional time or resources managing AMA or his uncle. He was in need of funds and the auditor was insisting (rationally) that profits be used to pay down debt and be put into reserve. Two and one half years after the death of his father, tired of battling with his uncle, and looking for a new life for his family in Florida, Tommy believed he could “do better by having my money invested in other ways than the school.” With her brother eager to sell and with the full knowledge of the indebtedness of the school, Hilton agreed to sell to Col. Charles for $200,000 total – $100,000 to Tommy and to Hilton each.

The heirs sent Col. Charles an official offer to sell for $200,000 on November 26, 1948. Two months passed before Col. Charles’s attorney replied. Col. Charles rejected the offer to purchase for $200,000 and renewed his offer to buy for $135,000.

Tommy’s response was swift. Noting that a banker had been willing to lend $150,000 to the heirs if they had wanted to make an offer to purchase the colonel’s half interest, Tommy suggested a counter-offer in that amount, $150,000. Commenting about his uncle’s history of indecisiveness, Tommy reminded Hilton and Mr. Michie that “he may change his mind any day and not decide to sell, which means we probably would wind up in court to get the thing settled.”

On February 19, 1949, Mr. Michie suggested to Mr. Carter that, “If Col. Roller really feels that the half interest in the property is worth only $135,000, then he should accept the offer which our clients made to buy at that figure some time ago. Otherwise, he should consider seriously working out a satisfactory arrangement for joint operation or should make an offer somewhat nearer the real value of the property.” Nearing the end of his patience, Mr. Michie observed “We have been negotiating on this matter for more than a year now, and if we have made any progress, it hardly seems perceptible.”

Within a week, Col. Charles made an offer to Tommy and Hilton "to purchase for $150,000 cash their joint interest in the property belonging to the partnership formerly composed of Col. T. J. Roller and Col. Charles Charles S. Roller, Jr., operating as Augusta Military Academy, and all property jointly owned by them with Col. Charles S. Roller Jr., upon the assumption by Col. Charles S. Roller, Jr. of all debts and liabilities of the partnership." Three years later, in the letter to the parent of a student, Col. Charles would claim he was "able to buy from (them) for $350,000."

Excluded from the sale was Tommy and Hilton's childhood home, Beaumont, which was owned by their mother and passed to her husband, Col. Tom, and her children upon her death in 1942. Three years after the sale of AMA, Col. Charles would complain that the heirs had sold to him "everything except the residence of Colonel T.J. Roller. This they refused to sell." The family home, while neighboring the grounds of the school, was never owned by AMA or the partnership. Therefore, it was never included in the negotiations of the sale of the heirs' ½ interest in the partnership or mentioned in the over two years of correspondence between the parties. In addition, Col. Charles claimed that Tommy and Hilton were entertaining a "big offer from a Catholic organization that wanted to make this a Catholic School." In the letters spanning two years, no mention was made of this or any other outside offers.

It was Col. Tom's wish that his "children [would] continue their interest in Augusta Military Academy after [his] death, and certainly so long as they deem it to be for their best interest and for the best interests of the school." That time had come. The heirs accepted the offer.

By March 19th, Col. Charles's attorney relayed that his client had arranged to complete his part of the purchase agreement and that "he would like to get this behind him as promptly as practicable."

On March 26, 1949, *The Evening Leader* headlined "C.S. Roller Sole Owner of Augusta."

In 1952, some of the notes for the mortgage Col. Charles had secured for the purchase of AMA and payments on other loans came due. Col. Charles was eager to collect tuition bills that were long overdue to make payment on the notes. In his plea to parents, he greatly exaggerated the price he paid for the school, wrongly criticized the heirs for wanting nothing to do with the school and being rampant to sell, and fabricated a scenario where he claimed the heirs were forcing Col. Charles to sell to them. As you have read, the facts presented in the correspondence between the parties tell a different story.

The question remains as to why Col. Charles misrepresented the negotiations leading up to the sale, as well as the terms of the sale. Perhaps, his memory was clouded? Maybe? But I imagine another scenario. After the sale of AMA, Col. Charles, for the first time, became the sole owner of the school, without his father or his brother or the heirs to share

in the responsibility, the blame, or the praise. The success of the school, both academically and financially, rested on his shoulders alone. And he stepped up the best way he knew how. The Big Boy blustered, entertained, and exaggerated, not ever imagining that his great-great niece would one day pause and say, “Wait, what?” But, Col. Charles got the job done. For AMA.