

My dear Wood:

It seems to me desirable in the  
 Blair matter, that at the proper time, which I am  
 inclined to think is ~~about~~ <sup>fully</sup> ~~very~~ soon, that Mrs.  
 Sarge should begin an action ~~in~~ in Chautaugue  
 county against him on the following grounds: -  
 See first in the accompanying draft

I believe this is a good action and carries with it at least nominal damages and costs. It seems to me it would at also prove very troublesome in the prosecution of the other case rendering one or more trips to the Court of Appeals very probable if not altogether certain.

I think the probability is that there would be eight smart damages too.

Look it over and let me know what you think of the motion.

Of course I have not attempted to put the matter in correct form for a pleading, but only to show the material points of the claim against him.

Yours truly -

H. W. Loring



Suggestion  
for complaint  
in action against  
Blair, H. Blair  
by E. K. J.

- 1 - The syndicate agreement of 1884,  
2 - It included only such books as might be offered  
to and accepted by Froese, Hornum & Hallport.
- 3 - The Civil A. W. P. was then indebted to  
E. K. J. in a large sum.
- 4 - Blair violated said agreement by bring-  
ing suits.
- 5 - The contract so far as it was exclusive  
is against public policy. <sup>transfer time to time</sup>
- 6 - The plaintiff E. K. J. sues Blair, threatened  
publishers with suits who should use or  
publish work of the Civil A. W. P.
- 7 - That this fact became public among  
the trade who were thereby deterred  
from publishing or using his works.
- 8 - That said contract included  
only book publications, but said  
Blair falsely claimed that it was =



known who serial publications of said A. P. T. works.

9- That said A. P. T. is and has been since the date of said contract unable to prepare manuscript for the press or to correct said proofs of the same without clerical assistance.

10 - That he is, <sup>and during this time has been</sup> without any means or estate whatsoever, and utterly unable to procure such clerical assistance to obtain or correct such authorities or to ~~pay~~ <sup>defray</sup> other necessary and unavoidable expenses of the preparation and publication of his works.

11 - That he is unable to engage in business or the practice of his profession because of the impetuosity of creditors who lay in wait to seize upon his earnings.

12 - That the plaintiff has procured and supplied such clerical assistance and other assistance to the value of ~~many~~ <sup>several</sup> thousand dollars, during that interval, and copyrighting the results of such labor in her own name and becoming thereby under the copyright laws of the United States the sole owner of said works.



13 - That because of the unfavorable reports and claims of said Blair, and owing to the great risk a publisher necessarily is liable to incur from injunctive and other legal proceedings, the value of said works have been greatly reduced by said threats and rumors of said Blair so that she has only been able to dispose of the same at reduced rates to parties who were willing to incur the risk of litigation with said Blair, whereby she has been greatly injured.

14 - That in addition to the works of said status prepared which have been already disposed of at great loss and sacrifice, as she verily believes, this plaintiff is now the owner of the copyright of several uncompleted works prepared by the joint labor of the said A. W. Purgess and herself and the value of which is greatly impaired by the conduct of the said Blair and his false and dishonest pretended claims of interest therein, based upon said contract.

15 - That she is advised and believes that said contract did not in any manner operate to prevent her from furnishing necessary clerical, stenographic and editorial assistance



instance whereby the thought of her said husband might be prepared from publication, and taking in her own name the copyright therefore and selling or publishing the same for her own advantage and that defendant's action in the premises was and is an unlawful and malicious interference with the plaintiff's rights.

15 - That a contract for perpetual servitude such as the defendant claims said agree-ment to be, is contrary against public policy and void, as she is advised and believes, but even if the same be sustained the said Pluins remedy is by action against said A. W. Towner and he has no right by threatening publication to depreciate the value or solubility of said works.

16 - That the said Pluins has recently brought suit in the Supreme Court of the City of New York against this Plaintiff with others for a very large sum of money, to wit, the sum of \$25,000, and that this Plaintiff is advised and believes



that her said claim for loss and damage  
 accruing to said plaintiff, both for the in-  
 fraction of said contract by said plain-  
 and for the circulation of said false  
 and threatening reports whereby the  
 value of the plaintiff's property was  
 and is and is likely to be greatly re-  
 duced, cannot properly be pleaded  
 in said action and that her  
 only remedy is by an independent

17- action. That she is informed and believes that the said plain is not  
 responsible for any judgment that may be obtained against  
 her. Wherefore the plaintiff demands judgment

1- That the damages sustained by the wrong-  
 ful conduct of said defendant be  
 properly assessed and that she may have  
 judgment for the same.

2- That he be restrained and enjoined  
 from making any further claim upon the  
 profits or proceeds of any work of said A. W.  
 Sawyer copyrighted by this plaintiff or to in any  
 manuscript prepared by this plaintiff or  
 by her assistance and to her expense,  
 under and by virtue of said contract.

3- That the said plaintiff be returned and  
 enjoined from passing his said suit  
 to judgment as against this plaintiff until  
 the determination of this action and



the ascertainment of her legal rights in the premises herein set forth.

4 - That any judgment for damages she may obtain herein shall be a set off pro tanto, to any recovery hereon that may be had in the action now pending in his name in the Supreme Court of the County of New York.