

Beloit, Wis., March 13, 1891.

Judge A.W. Tourgee,

Mayville, N. Y.

My dear sir:

Yours of 5th ult. was

duly received, and contents noted, but I have been too busy to

send you my answer until now. Of course I yield to your ripe experience on the lecture platform - as far as experience goes, but I must protest against any distortion of facts. I have had enough experience with lectures and lecture Bureaus myself, to know most Bureaus do put in their contracts a proviso that they are not to be held responsible in case of sickness etc. of the lecturer, but they always can and will furnish some substitute. I would not make a contract with a private lecturer who would not ordinarily be able to furnish such substitutes, unless he was to be "responsible." It would be a foolish and unnecessary risk. But as I have the original and only letters that were sent to me by your "agent", I beg leave to inform you that the "contract, made by (your) agent" was not "upon the express condition" that **"there shall be no claim for damages in case of sickness or accident"**, but on the contrary no such condition was even mentioned, much less agreed to, and therefore the regular law for breach of contract must take its course. I am sure I make no pretensions to being "a much better lawyer than (you) ever hope to become", but I am also sure that if I knew nothing about law in such cases, the very fact that it is always deemed necessary to insert such a proviso in a contract unless the parties are to be held responsible - and the very fact that you say you are in the habit of so doing, - would prove to me that inasmuch as your contract with me contained no such proviso, you are legally responsible for damages sustained, and that if it is necessary to put it in the hands of a collector I would be justified in expecting a judgment in my favor (or cash at once). As far as my own cancelling of the engagement was concerned, I gave you the conditions of that, namely that we could not postpone our first lecture, especially when we did not know and could not know in time, whether you would come at all or not, so I telegraphed you that we must cancel engagement entirely, (you had already cancelled it for the date of the contract). Moreover, if we had sent you word a week before the time that we did not want you, (and we would have gladly done so at one time), we would have been obliged to pay you something for a release; since that is indisputable, it seems morally right that you are held responsible. Had we known it four days earlier we could have made a fine engagement, but were forced to let that go, and then be disappointed in you also. Again, I am fully persuaded that ~~the chief~~ reason why you were too sick to keep your en-

at least once

gagement, was that you had no other date so far west at this

time, and hence to keep it would mean a loss to you. If that was the case, it was natural that you should desire to come at some later time, but also if true, you should be willing to pay something for the privilege. Now whether you can fully appreciate the conditions or not, at the time we received your telegram, it was too late for us to wait for your letter (which did not arrive until the day before the date of the lecture), and yet the telegram failed to state, (lest it might take more than the ten words!), whether you would ever be able to give us date or not, whether you expected to come on a western trip in Jan., as your letter did state, yet we must act immediately and must have some attraction on hand at once, with which to open our course. The idea that we could wait until January was (or would have been) preposterous! Again, as far as the attraction secured was concerned, I did tell you that we had a larger sale from it than you would probably have drawn, but gave that as a reason for not asking you to pay the \$25 extra which the attraction cost us, though we were obliged to sell tickets at same price as first advertised; upon the whole it was not as remunerative as we think yours would have been, and for that reason we make a demand for \$15 as a part of damages sustained.

I thank you sir, for your sympathy in our misfortune, but as a Christian gentleman I myself am in the habit of doing something more than extend a word of sympathy when some one sustains a loss at my hands, and especially when I am morally and legally responsible for that loss, I expect to make it good.

I might mention, that the letter from your agent, (dated Nov. 22, received Dec. 2,) informed me that he had "informed the Bureau" ^{of the Bureau} proving that he hoped the Bureau (with whom we had had no contract or dealing), would offer us a substitute. As they did not write us at the time or make any offer, I am forced to conclude that they were not willing to interfere when you had made your own contract, and therefore left you responsible in a way that you hoped to escape.

I have been more explicit than the case seems to have demanded, but you can not now fail to understand that we are still of a very decided opinion that you are both morally and legally responsible for the loss we sustained in your non appearance, and therefore we hope that it will not be necessary to take any legal steps to obtain our rights. We will wait a week for your reply before moving in the matter, and trust that it will not be necessary to put a larger (and more nearly just) bill against you in the hands of a collector.

We are very truly yours,

Lecture Com. C. A. Osborne, Chmn.