

I am the owner of the copy right
of Bulwer's Dan, a little story the
Judge is now for Bulwer's the Silver
Queen - This I propose to publish in
book form.

As far as I can make out
there is a good deal of doubt as to the legal
effect of the agreement between Grouching
Harris Miller & John ^{Blair} and the Judge in re-
gard to the publication of the latter's works.

As far as Mr. Blair is concerned, his course
has been such as to compel assistance to
any claim of right he may have made
under its title by violation of its provisions
and by ^{any} ^{other} ^{means} attempts to prevent the
Judge from sending a hundred at
all.

As to how far it is binding on
me, I am not fully informed.

4 The Judge furnished the manuscript and they furnished the paper

Whether any or all of the parties could prevent me from publishing ~~about~~ a work which I had paid a valuable consideration for, I am ~~not at all~~ ^{aware} I do not know. I am advised not, but do not intend to ~~bury~~ any stone intended to make it certain. I do not wish to act ~~in~~ with even apparent unfairness however, and were it not for the course he has taken I should be willing to have it published under that agreement. That however, is now out of the

question. I bought the work before
a word was written on it and
intend to see whether a contract
is binding on me and not binding
on Mr. Blinn — whether I
can have the use of what I buy
as was his case.

If ~~not~~ inconsistent with your
feelings and interest I wish therefore
that you would send me a re-
lease from that contract as
far as you are concerned, if
it has any binding force upon me.

I do not doubt that it might
be easily avoided but I have no
desire to be otherwise than frank
with you. It may fortify me
somewhat in my fight with
Mr. Deam if he should choose
to make me to have it.

but how not yet
 care to scatter ~~and yet I have not been able thus far to de-~~
 cide upon a house ~~or method~~ for their publication. The Judge's
 letter to you was only tentative. ~~XXXXXXXXXXXX~~ He seems for
 some reason to prefer negotiating with you. Whether it is from
 something Mr. Howard has said or a mere vague impression I do
 not know. At all events the circumstances are peculiar.

My husband's works as you are aware command always a dis-
 tinctly remunerative sale. He has a client~~age~~ *to arrange for the publication*
 question of risk. *Resides that my purpose* ~~The question is not so much of the publi-~~
 cation of a single volume as it is *to ascertain* ~~the ascertainment as to~~
 what is best to be done considering all the circumstances. "But
 ton's Inn", though a very bright story and sure of a good sale,
 is really only a minor work. If I can find a publisher with
 whom satisfactory arrangements can be made, it will of course
 be pleasanter to have them all with one than with many. I am
 however not inclined to accept the ordinary terms for single
 works as I would much rather set up, print and manufacture my-

the works myself and put them in hand ~~for~~ sale on a commission

The
 Our arrangement with Fords, Howard & Hulbert--I say "ours"
of my husband's relations
 because of my intimate knowledge with those estimable gentlemen
 --was entirely satisfactory both to my husband, and to me (in
 those books in which I had a distinct interest) and also I be-
 lieve to them. From first to last, there was never any misunder-
 standing or ill-feeling on the part of either. It covered more
 than a decade and embraced sales amounting to more than half
 a million volumes. It is regrettable fact that certain legal
 complications arising out of my husband's unfortunate connec-
 tion with the continent render it unadvisable, both in their
 opinion and in mine, that they should act for me in this matter.

I attribute the fact of the universally pleasant rela-
 tions with F.H. & H. to the basis on which they were placed and
 the absolute frankness that characterized our intercourse with
 them. They were, with some slight modifications on what is known
 as the "half-profit plan". The chief modification was this--

The Judge furnished the manuscript and they furnished the plates, composition, electrotyping, cover-plates and all the mechanism of manufacture. After that, both expenses and profits were divided. That is, the cost of manufacture and advertising were taken out and the remaining proceeds equally divided. The advertising was limited both in extent and character which limit could not be exceeded at the common cost without specific consent. The rates of sale were fixed and there could be no sales under those limits without consent, or rather they ^{were required to} must account for books at that rate unless expressly allowed to sell for less. The plates were held jointly. ~~xxxxxx~~ On this system both parties made a great deal of money and consequently both were well satisfied.

Of course I do not expect to make such terms with a stranger and would not wish to do so unless fully satisfied that a like state of pleasant and cordial co-operation could result. Upon this system there was never less than 34 percent of list

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make satisfactory arrangements with you for its sale through certain channels not open to you. For instance: as a favor to my husband I do not doubt that the Chicago Inter Ocean would advertise and dispose of to its subscribers a considerable number. I should say from 2,000 to 5,000. They have often done this with his works, he having been connected with that paper for many years. If you will let me know at what price you can furnish me books for this purpose I will see if we can arrange with them so as to secure a margin for myself as an equivalent for what I have yielded. Of course I shall expect to be put on a level with the largest jobber without regard to numbers in the books furnished to ~~me~~ purchasers & many make.