

Dictated.

Mayville, N.Y.  
Sept. 19th 1890.

Robert Bonner's Sons:

Gentlemen:

Referring to your letter of the 17th inst, allow me to say that the legal aspects of the matter were referred to in my letter simply because you based your action on a legal claim, to wit, that the contract was vitiated by delay.

My purpose was not to solicit favor, <sup>from "moral or economic considerations"</sup> but simply to show you that we had reason to believe that you had waived the matter of time as an element of the contract and had bona fide acted on that belief. Of course, if that assumption was correct, the legal relations under the contract remained unchanged, *save in that particular.*

What I suppose you refer to as the "economic consideration" is not only the statement that the Ledger had benefitted <sup>by your announcement</sup> of the fact that it would contain a story from my pen but also by our acknowledgement and dissemination of the fact. *This was simply an illustration of one phase of the legal relation which there was no purpose to discuss, but simply to state from our standpoint for your consideration.* There can, I think be no doubt that, if *in August last* she had answered <sup>an offer from received from</sup> a specific appeal from a prominent Magazine for a story *of mine* to begin <sup>November</sup> in October, by furnishing them *this*, instead of replying as she did, that I "could not undertake farther work this year, because of <sup>the Ledger</sup>" the contract with you, you would have had a clear right of action against her, --and such rights are mutual.

Of course these things, like most legal questions, have a moral aspect, but I do not wish any of my statements to be regarded as a waiver of any legal right on behalf of Mrs Tourgee, *and an appeal to moral or charitable considerations instead.* I certainly hope that ~~both~~ the rights, interests and good-feeling that I have, while making it a realistic picture of a *careless* man.

ing of both parties will be saved without any appeal to legal process, which, indeed, seems to me in this case, quite unnecessary. <sup>any thing more than the common-sense and common ordinary request</sup> So <sup>for each others rights. Indeed, I cannot see that in this case anything</sup> far as I am concerned, I have no pecuniary interest in the matter <sup>more necessary there is any good reason for anything more</sup> whatever. For Mrs Tourgee, I can only say that a formal assent to <sup>because the facts are clear and simple.</sup> your proposal might be construed to a waiver of her rights under

the contract. She regards the manuscript as yours and does not consider herself as having any control over it except in one respect, which is not involved in your inquiry. She is willing--saving of course all other rights,--to agree not to regard the retention of the manuscript as indicated, as a waiver of any rights on your part. I believe that <sup>saves</sup> the rights of both parties without prejudice.

It has occurred to me since the previous writing, that you may have regarded the change of name as prejudicial to you and supposed you were not getting the work for which you originally contracted. I abandoned the name, "A Son of Abdallah," <sup>which may have been suggested to you,</sup> for two reasons. (1) Having elected to write the horse-romance <sup>of the story</sup> with the blood of the great sire of trotters, I thought it was overworking the matter to give his name to the book. (2) "A Son of Abdallah," <sup>as a title</sup> is either "horsey" or oriental, and the story not being oriental <sup>it would</sup> would, I thought, have too "horsey" a flavor under that title.

"A Son of Old Harry," is not only free from this objection but has the advantage of being indefinite--it might mean a horse, it might mean the devil or, as, in this case, it might refer to a human ancestor.

As to the story, it differs somewhat from most of my works in that I have, while making it a realistic picture of a carefully stu-

3  
died epoch kept especially in mind the demand of your readers for  
exciting incident, as I felt bound to do by the conditions of the

contract, ~~and what you have indicated from the policy of the~~  
~~Editor.~~

Sincerely yours,