

Illustrated Subscription Works:

—BY—
WILLIAM CULLEN BRYANT,
DR. JOHN LORD,
EDWIN FORBES,
ALEXANDRE BIDA,
HARRIET BEECHER STOWE,
LOUISA T. CRAIGIN,
JUDGE ALBION W. TOURGEE,
PROF. J. HARRIS PATTON,
AND OTHER EMINENT AUTHORS.

FORDS, HOWARD, & HULBERT,
PUBLISHERS,

SUBSCRIPTION DEPARTMENT,

No. 47 EAST 10TH STREET (5 DOORS WEST OF BROADWAY),

New York, Feb. 14th, 1893.

Dictated.

Mrs. A. W. Tourgee,

Mayville, N. Y.

Dear Mrs. T.

While awaiting your answer to our letter transmitting Dr. Brinton's last, we received from him the following:

"Yours of the 10th declining to send me an account of the Tourgee books for 1892, or to remit for the same, on the ground that Mrs. Tourgee had served you a notice so to do, is acknowledged. As I do not wish to annoy you, not to put you to expense in this matter, I shall wait until Thursday next, in order to give you time to communicate with her; and if by that date I do not hear from you satisfactorily, I shall immediately consult counsel for the purpose of taking prompt and energetic steps to defend my rights."

"I trust you will unite your efforts with mine to avoid this unpleasant necessity".

Dr. Brinton is in error in saying that we declined to send him an account; we simply did not send it. Of course while our personal sympathy is with you in this matter, so that we wish that you may gain your hoped-for point, - yet strictly our only interest is that the money should be paid to the proper person. Since the Judge is acknowledged debtor for principal and interest, and since we are under legal instruction from him to pay the proceeds of these books to Brinton until principal and interest are paid up, we do not suppose we should be

legally justified in declining to do so upon a personal notice served by any other party than the Judge himself. Therefore our delay in the matter of paying Brinton, as you see, probably puts us in peril of a very simple and direct suit upon the legal papers in the case.

Whatever may be your recollection of Brinton's verbal promise made to you years ago, if you have no written evidence of it, nor any other evidence except your own memory, his testimony being in opposition to it, we do not see how you can have any hope of successfully putting him out of the balance due him upon the papers. Of course we could pay him upon his indemnifying us against action by you, and it is unfortunate that the question concerning further payments should have arisen just at the time when an annual royalty payment is due upon the books. To show you how the matter is complicated, and how we are doing what we are from simple personal interest in you, you should know that we have not yet been able to get from Blair any confirmation of his release of the Judge in the other matter. So that, as a matter of fact, we are hedged about with legal prohibitions to pay the Judge anything, and over against it have but your personal statement to the effect that if we pay anybody else it must be on our "own responsibility".

In view of all these points, and of Brinton's latest letter, which seems to give no hope of any concession except under legal duress, do you not think it the wiser part to consent to our settling with him for the present royalty due (which will of itself go at least that far toward mollifying his state of mind) and then proceed, with a year before you, to see whether there be not some way of inducing him to re-

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lease the balance? Considering the facts in the case and the exceeding uncertainty of legal measures, it hardly seems to us that you would be likely to "throw good money after bad" by attempting a legal enforcement of his verbal promise to release, however just you may consider it to be. And if you would hesitate to go to that length, would it not be even less wise to persist at this particular juncture in irritating him by technical delays which, after all, will only cost money, and accomplish nothing toward the end in view? It seems so to us.

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We trust that your hospital is in better condition. If you have had as confused and turbid a time as Mr. Howard has at home, with a house full of young folks under the Grippe, and a continuous headache of his own, for the same reason, - we are sorry. Mr. H. has made some, but not much, progress in reading the fine type columns of the Judge's story in the "Inter Ocean". It has been simply impossible for him to command the head and eyes to take it in. He hopes to get at it more connectedly very shortly.

Faithfully yours,

Fords, Howard, & Hulbert