

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. 20, 1893.

Dictated.

Mrs. A. W. Tourgee,  
Mayville, N. Y.

Dear Mrs. Tourgee:-

We have been having some little correspondence with Dr. Brinton in this matter of the royalties, with the hope of bring about some reasonable settlement of it outside of the court; for we remember that the assignment to Brinton specially provides that all expenses for collecting either the principal or the interest of the note shall be paid from the copyrights so transferred. Mr. Brinton says, also, that the assignment positively states that all the copyrights assigned, including "Bricks Without Straw", are now owned and held by said Tourgee as author." And he proceeds, "If he [the Judge] assigned the "Bricks Without Straw" without Mrs. Tourgee's knowledge and consent, providing that at that time she owned that copyright, the transaction would bear a questionable aspect; if with her knowledge and consent, then her present claim is unfounded; and, again, if without it, why has she kept silent so long? Her recourse is against him not me".

He desired that we should send him a statement and accept a bond of indemnity against your claim, and added; "my rights are clear in

this transaction, and, what is more, so are my remedies".

In response to this we wrote him that one main difficulty seemed to be the fact that he had chosen to reply to you through us, instead of directly. We showed him that it seemed questionable wisdom on all sides to encumber these royalties with legal expenses, whoever should finally gain the case, and ventured to suggest to him that in the interest of harmony he should agree, after receiving the royalties for 1892 (which had not been brought in question until after they had become due to him under the assignment) to release to you henceforth the royalties on "Bricks Without Straw".

We have from him this morning a letter in which he makes explanation concerning his non-response to your letters. We think we will give you this as it stands. "Mrs. Tourgee has written me three letters. The first came when I was in Europe. Shortly after my return in January I received a second from her, which I postponed answering, partly because I was very busy and partly because I wished first to receive your statement for the last year. Meanwhile her third letter reached me. It was so peremptory and even menacing in tone that, having written a reply to it, I tore up that reply and concluded it better, in the interests of harmony, to leave her letters unanswered".

Of course he proceeds to insist upon the correctness of his own position, both in law and in justice, but concludes as follows:

"The concession you suggest, however, to wit; that from now on, including the present report [meaning we suppose "including the present report" in the phrase "from now on", - that is, after the present report] she shall receive whatever becomes due on "Bricks Without Straw" - this

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I am willing to grant in the interests of peace and harmony, providing it is fully understood not to impair in any way my rights under the assignment and contract with Judge Tourgee and your acceptance of notice of the same. Any paper drawn to authorize you to make these payments on these terms will be executed by me; and this decision you can communicate to her if you please".

We are quite conscious of the fact that we have meddled in what is not our affair, except from a friendly point of view; but it really seems to us that this is as much of a concession as you could fairly ask from a man who considers himself honestly absolved from making any concession. We also think that it will be money in your pocket, not only by reason of getting from now on the proceeds of "Bricks", but also by the avoidance of piling up a lot of legal expenses which would have to come out of the book royalties first, whoever might be decided as entitled to the balance. We hope, therefore, that you will see your way clear from all points of view to accept this concession and authorize us to proceed accordingly. If you happen to have legal counsel at hand to draw a paper covering the ground, it might be well for you to have that done and send the document to us. At all events we should like your suggestions in the matter.

We see from newspaper reports that the Judge is rattling things  
in Chicago on the "Race Question" and we trust the blizzards of the  
Northwest will tone him up and <sup>not</sup> wither him out. Hoping, also, that  
you (are at home) in better condition of body, and so in greater peace  
and comfort of mind, we remain

Yours faithfully,

*Jos. Amador Bell*