

March 15, 1909.

Dear Mr. Bacon:

Your letter of the 12th is here -- and makes me wonder if you are entirely cognizant of the events leading up to our conversation of yesterday with Mr. Yard.

Our contract with the McClure Company stipulated that we bought all their rights, plates, stock and book property of every description; and they formally agreed to do their utmost to secure the consent of all authors to the assignment. Miss Tarbell was, of course, one of their foremost authors, and the sale included five published books and one unpublished work by her. These contracts all contained a clause permitting assignment, but three (one of them the unpublished work) required the author's consent.

Our relations with Miss Tarbell had always been (and are) of the friendliest nature, and we never dreamed there would be any difficulty in securing her assent.

Upon consultation with her last December, however, it developed that she was not sure if she did want us to publish her books, and it was agreed that she would take the matter under advisement. The question was finally left open, as it seemed to us both that any change, if it did take place, should be postponed.

With this understanding we proceeded to advertize and market the books to the best of our ability, rendering Miss Tarbell the statements due, and paying her royalties.

(2.-- S. B., Esq.)

Last week I had a long conference with her about reprinting one of the books, and at the end of it we again took up the whole matter of our remaining her publishers. She said she had been entirely willing to postpone any change, for reasons that appealed to her as much as to us, but that she had at length definitely that she would prefer to have her books with Moffat, Yard & Co. I told her, therefore, that I would consult with the latter firm and see if we could agree on a basis for the transfer.

Now, leaving out the legal question on the three contracts you mention, there seems to be no question that McClure did sell us a lot of plates and stock and some publishing rights.

Consequently (while I hope you will permit me to say that it would be a pleasure which I trust to have to make your acquaintance), it seemed to us that Miss Tarbell's legal interests were not involved in the negotiations which she authorized me to make with Moffat, Yard & Co. to see if we could arrive at an agreement on the price they were to pay for the books in our possession.

Our position is just as it has always been: no matter what our rights, we do not want to hold Miss Tarbell's books against her will, but we feel that since we paid the McClure Company a large price for their book business, among which were all these plates, and certainly some rights, we should receive a fair payment for this property from any publisher who took them over.

(3.- S. B., Esq.)

I am entirely at your disposal to discuss this or any other aspect of the situation, and we have certainly considered throughout that we were acting in accord with Miss Tarbell.

Believe me

Very truly yours,

DOUBLEDAY, PAGE & COMPANY.

*Henry M. Lavier*  
Secretary.

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HWL/LAC

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