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January 18th, 1921.

Miss Ida Tarbell,
120 East 19th Street,
New York City.

My dear Miss Tarbell:

Realizing that you are anxious to have word with regard to the Charles Sale contract which you forwarded, without any delay because of your plans to leave the city, I have gone over same immediately upon its receipt. I do not know whether you wish to submit one by way of counter-proposition or not, but beg to call your attention to numerous particulars in which this agreement fails to cover you.

In the first place, the agreement makes no mention whatever that your name is anywhere to appear in connection with the stage version or its announcements or advertising.

Secondly, it is inadvisable to give absolute control of the sale of motion picture rights to the dramatist. *agreed*

Thirdly, it is more inadvisable to give him absolute control of the motion picture rights in the event he should exercise an option to try and write a complete play, and there is further no reason why you should stand any of the expense, in the event that he cannot write the play himself. The entire clause relative to this calling in of a collaborator on his part is extremely indefinite. *do not under-stand that*

Fourth, there is no limitation upon the length of time that he shall have the right to produce the play should he ever write it. A strict reverter clause should be written into the agreement, so that, in the event that he fails to have given a stipulated number of performances of the completed play during fixed periods, the rights in your work shall revert to you. *agreed*

In the next place, I cannot see, because he may be compelled to bring an action for infringement, by spurious productions, that on that account

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copyright should go in his name. The best to be allowed him in this way is a joint copyright, with a privilege of bringing actions at his own expense, to protect the right granted. *agreed*

I further state that it is not advisable to permit him, upon giving any performances whatever after the third year, to hold the right to your work for vaudeville performances for the succeeding years of the copyright. One performance would scarcely show you any return, and yet he might give one performance per year just for the purpose of holding it. *agreed*

Further, it would be advisable to define what are considered complete weeks. In some states, seven days of performances are given in vaudeville, and in other places only six. *agreed*

I would also suggest a minimum royalty in the event that he gives less than a complete week.

With regard further to the complete rights granted him of a year from the first public performance in which to exercise an option for making a play, it is entirely too indefinite and too long. Should be exercise it on or before a given date, which date, if you have no objections, may be placed as September 1922. *?*

I would in your place further object to an extension of thirty days in which to pay royalties, which would mean that you might have to wait forty days, because royalties are due ten days after the end of the week, and then you have to give a thirty day extension, making the minimum time which you would have to wait under the agreement forty days for your royalties. *what*

I beg further to call to your attention the fact that the statement that the agreement shall contain every term and condition not inconsistent with the agreement which he has proposed with a standard contract between authors and producers, endless discussion would arise as to what is the standard contract between authors and producers. In this connection, if a standard is to be referred, the best one is the minimum contract adopted by the Authors League of America, Inc. *agreed*

Further, in any event it is preposterous to grant him any interest in the motion picture rights simply upon his exercising an option to make a completed play. This interest in motion pictures should be contingent upon his having caused the play, not only to be written,

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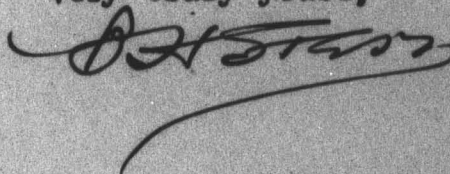
but to be produced, and further to be produced a given number of times within a fixed period, otherwise for \$250 the man has obtained a 75% interest in your motion picture rights.

He assumes that 50% of the motion picture rights would go to a producer of the play. In the event, however, that he would not succeed in getting a producer, he would have 75% of these rights.

All of these things, and many more, should be properly taken care of. I call them to your attention in order that you may decide whether you wish to submit him an entirely new agreement, or whether you wish this one changed to conform with one that would more nearly protect you.

Awaiting your response, I remain

Very truly yours,



BHS/B