

March 17, 1909.

Sidney Lanier, Esq.,
c/o Doubleday, Page & Co.,
133 East 16th Street,
New York.

Dear Mr. Lanier:-

I have your favor of the 15th. I am indebted to you for your calling my attention to one fact of which I was not aware at the time I wrote you.

I think however that you are seriously mistaken in saying that Miss Tarbell was not sure last December about whether she wanted Doubleday Page & Co. to publish her books and agreed to take the matter under advisement.

I have before me the correspondence of last December, and certainly Miss Tarbell's letter of December 5th is quite definite, and Mr. Doubleday's letter of December 7th seems to accept her decision. Miss Tarbell assures me she has never wavered from that decision or given Doubleday Page & Co. any other, or suggested that she would reconsider it.

Mr. Doubleday, so Miss Tarbell tells me, sent her a message by Mr. Phillips asking that the matter be allowed to stand quiescent temporarily as he did not want the matter to become a subject of newspaper remark, and she was glad to accommodate him. She later received a check from your firm, on account of sales you had been making and accepted it as part of this modus vivendi, pending the new arrangements, without intending to convey any different impression. I may say that she was at the time entirely unaware that you had been putting out the Life of Lincoln under your own imprint.

It is indeed a highly improbable event that

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Miss Tarbell's recollection of her recent conversation with you varies somewhat materially from what you say of it.

But these are matters which I do not think we need to discuss. I mention them only that omission to do so may not give rise to future misunderstandings.

I do not think you quite appreciate the part of the matter in which I am taking an interest.

Contrary to an impression which I have frequently met among publishers, there are few more technical subjects in the law than copyrights. And in this particular instance the matter is quite involved owing in part to the very peculiar form of the contracts between Miss Tarbell and the McClures and the step taken by them in making such an assignment to you as you describe.

I do not think there is any need of our discussing the strict legal rights arising out of these complications. Probably we should not agree. I should regard the question of what rights you legally acquired by that transaction as an exceedingly difficult and complicated one. And I can see from your letter that you take for granted as unquestionable a number of things relating to the effect of your transaction with the McClure's which, in my judgment are, to say the least, extremely doubtful, and probably quite contrary to your impressions. What I want to accomplish, and I do not think ^{are} you in any way opposed to it, is to see that in any arrangements that are now made the whole tangle is straightened out, so that, in the first place, the copyrights will not be endangered, and in the second place Miss Tarbell will have a contract with her new publishers that will avoid any unnecessary tangles in the future. Beyond clearing this rather involved affair of its complications I have no desire to interfere except in the highly improbable event that

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Doubleday Page & Co. should take a position so unreasonable as to block the possibility of Miss Tarbell's making arrangements with new publishers.

My suggestion that I take part in the negotiations between Mr. Yard and yourself was simply to see that there were no new difficulties unintentionally created by any new arrangements and no loose ends inadvertently left to trip up on later.

Incidentally I may mention that in my judgment, so far as I am at present advised of the facts, ^{some} additional papers will be required from the McClures; and whatever papers are executed will need Miss Tarbell's consent.

I think we would materially facilitate matters by having a talk over the matter. If I could find you at your office either at half past three or four o'clock some afternoon or at nine or nine fifteen some morning I could readily call on you. At other hours during the day it is a little difficult for me to be uptown. I will be glad either to call on you at the hour mentioned or to see you here.

I am,

Yours very sincerely,

Selden Bacon