

July
Seventeenth
1 9 4 2

Messrs. Pam, Hurd & Reichmann
231 South LaSalle Street
Chicago, Illinois

Attention: Mr. Robert F. Webster

Gentlemen:

Your letter of July 7th, 1942 to Mrs. Virginia Nell Dorr of 1042 Park Avenue, New York, has been referred to us.

Your letter refers to a contract between Esquire, Inc. and our client. She informs us that she never has had a contract with Esquire, Inc. and that your letter undoubtedly refers to some dealings that she had with one David Smart.

We have gone into that matter quite thoroughly and we are of the opinion that Mrs. Dorr has no duty, legal or moral, to Mr. Smart. On the other hand it appears to us that Mrs. Dorr has a claim against Mr. Smart.

We have advised our client to let Mr. Smart, if he thinks he has a claim against her, seek his remedy in court.

Very truly yours,
TAYLOR and LOVEJOY

By

FL:VC

MRS. JOHN V. N. DORR
WEST BRANCH
WESTPORT
CONNECTICUT

July 15, 1942

Mr. Frederick F. Lovejoy, Jr.
91 Washington Street
South Norwalk, Connecticut

Dear Mr. Lovejoy:

I am enclosing the letter from Mr. Smart's lawyers in Chicago as per our telephone conversation yesterday morning. I do not know why this thing seems so ridiculous and so exasperating, but probably to you it is the regular everyday business. I have had none of this sort of thing in my life.

One or two things I will just remind you of in regard to this letter. First of all, I never signed a contract with Mr. Smart or anyone connected with Esquire, Inc. Our whole agreement was a verbal one, very pleasantly given and received, all of which was Mr. Smart's suggestion and not mine, the terms of which were his and not mine. I was to deliver the photographs; he was to do other things. The photographs were a part of a lure to get Mr. Dorr to consent to my coming to Chicago. He has failed to live up to every part of his responsibility to me both in letter and in spirit.

As for the releases, Mr. Smart had already accepted and published over sixty of my photographs at the sum of \$5.00 each (this was the thing that made Mr. Dorr distrust him so to begin with), and printed all of these with only the regular release, which I furnished. After the breakup in Chicago when he began demanding all sorts of outlandish and impossible things, he sent me on a release to sign, which no decent woman would have put her name to and which at the suggestion of my lawyer I refused to do.

I lay all the riddle in your hands and will accept what answer you wish to send. If I can be of any help to you, please feel free to call on me, and I will be interested to have a carbon copy, if you care to send it, of your letter to Mr. Webster.

Very truly yours,

Mrs. John V. N. Dorr

VND:JL

Dictated by Mrs. Dorr but
signed in her absence.

Harry Boyd Hurd
Alexander F. Reichmann
Andrew J. Daltstream
Sydney K. Schiff
Arthur M. Cox
Escar D. Stern
Louis F. Martin
Lincoln R. Clark
Dorin P. Dorschel
Norman Waite
Lester G. Britton
Myron D. Davis
George W. K. Snyder
Carl W. Wrist
Frederic H. Clifford
Robert F. Webster
J. Dean Kail Jr.
John H. Rockwell

Pam. Hurd & Reichmann
A Consolidation of Pam & Hurd and Judah, Reichmann, Trumbull, Cox & Stern
231 South La Salle Street
Chicago

July 7, 1942

Mrs. Virginia Nell Dorr
1040 Park Avenue
New York, New York

Dear Mrs. Dorr:

Our client, Esquire, Inc., publisher of Coronet, has referred to us for attention the matter of your contract with Esquire, Inc., wherein it was agreed by you, amongst other things, to furnish twenty photographic prints for publication, in consideration of which you received the sum of \$1,000.00 in advance.

We are advised by our client that to date you have sent only eight of the prints and, in that connection, that the releases from the models, which are required by publishers generally for use, publication and display, did not accompany same.

We are, therefore, making demand upon you on behalf of our client, Esquire, Inc., to forward forthwith the twelve additional photographs in accordance with standards agreed upon, together with releases covering all twenty photographs, or to return forthwith the sum of \$1,000.00 which has already been paid to you.

May we have the pleasure of hearing from you by return mail?

Very truly yours

PAM, HURD & REICHMANN

By *Robert Webster*

RFW/mg