

November 8, 1948.

Memorandum

From: VIRGINIA NELL DORR

TO: Mr. Chester Travis.

January 8, 1948 -

The showing of the film "The Singing Earth" at RCA to a group of about 60 key people, including moving picture executives, agencies, critics and distributors of 16 m.m. movie films. Results extremely gratifying. Written comments from some 15 of those present declared interest and enthusiasm. Five of these interested to the point of possibility of distribution of film for V.N.D.

January 12, 1948 -

At the invitation of Miss Boulkind, a showing of "The Singing Earth" was held in a private studio at United World. About 25 to 30 of the officers and staff present. Very enthusiastic praise and a second showing followed because more members of the company were called in to see it. All stayed for the second showing and were full of enthusiastic comment.

January 13, 1948 -

V.N.D. left for Texas. While away, Arthur Kleiner and Miss Fern Helsher, general publicity, handled the matter for Mrs. Dorr, working with Miss Marie O'Brien, Mrs. Dorr's secretary. Five different companies are definitely interested in handling film but Mrs. Dorr, Arthur Kleiner and the Graffs are of the same opinion that United World (J. Arthur Rank) is the finest and best possible company to handle the film, so turned down the other leads, making United World their choice.

January 23 -

V.N.D. gets telegram from Arthur Kleiner, saying that United World offers contract. All very happy and mutually enthusiastic.

February 10, 1948 -

V.N.D. back to New York and contacted Mr. Wilson at United World. Got first copy of contract and brought it to Chester Travis, as attorney, to advise.

Problem arises of David Smart as a possible menace to the future of the film. United World attorney declares it necessary to get a more recent release from David Smart than the ones now in possession of V.N.D. V.N.D. writes to David Smart for this release.

February 24, 1948 -

Conference with Mr. Wilson and United World attorney and V.N.D. and Chester Travis.

April 13, 1948 -

David Smart in New York. V.N.D.'s interview with him most reassuring. All is well for the future of the film. Says he will sign any releases etc. Free to go ahead with the signing of the contract.

April 26, 1948 -

Conference with Mr. Wilson and attorney regarding the contract. Mr. Travis makes corrections in contract as per copy of letter of April 27, 1948.

United World promises V.N.D. to have film translated into Portugese and Spanish first and, eventually, into Scandinavian.

Discusses with V.N.D. translation of text for this purpose.

Arrange that a copy of the print be sent to her in London by the middle of June for the purpose of general publicity in Europe.

She promises to contact Music and Film Festival in Edinborough, the Royal Photographic Society in London, of which she is a member, the Film Festival in Switzerland; also Paris, Holland and Sweden. ~~XXXXXXXXXXXXXX~~

Plans were also laid for publicity regarding film to go into Fall booklet to be sent to the general agencies in the J. Arthur Rank releases. This would include all educational branches, universities etc. All details worked out to the satisfaction of both United World and V.N.D., and a most happy promise for the future of "The Singing Earth."

June 10, 1948 -

Signing of the contract. At the request of Mr. Wilson, who said it was not necessary that the attorneys be present, V.N.D. alone went to Mr. Wilson's office for the signing of the contract. His secretary was present and signed as a witness. Much gratification expressed. Mr. Wilson and V.N.D. planned to meet in London and develop the possibilities from there of J. Arthur Rank's organization for distribution on the Continent. V.N.D. signs contract and asks that copy be sent to her attorney for filing. Leaves next day for Europe. Mr. Wilson also leaves for Europe.

Regarding physical film itself, music track, 35 m.m. track and master film - all were delivered to United World by Hunter Galloway on June 12th, according to our agreement. (The first combined print was left at United World after the original showing there at the request of Mr. Wilson who said he would like to be in a position to show it when he wished.) V.N.D. never saw that print again.

Nothing is heard until arrival home in September when V.N.D. first learned (1) that United World, because of a general shake-up in its staff, had lost the combined print and had done nothing in the way of making a second one or of notifying V.N.D. or her secretary, or (2) of taking any steps whatever for general publicity or for the future showing of the film. (The fall booklet is out with no mention whatever of this film.) Finds that everyone "passes the buck" and blames it on Mr. Wilson and the general shake-up. The result is (1) that our chances for showing the film in the Fall and Winter bookings has passed, (2) that the other companies who were interested might naturally look now a little suspiciously at any offer regarding the film, (3) that it is too late to get it in to any booking for this year and (4) that it is the opinion of all interested parties that the film's hopes of success have been seriously jeopardized by United World, probably beyond repair and that the United World accepts no responsibility for this failure nor any effort made to correct it. Instead, Mr. McArthur, in conference with V.N.D. as of November 4, 1948, tells her that he has no authority to do anything because the contract was never signed by United World!

This is the first time that V.N.D. has any suspicions of this, having been assured by United World's attorney and Mr. Wilson that all was signed in good faith and to the complete satisfaction of both parties. The contract was never sent to Mrs. Dorr's attorney as promised, leaving the matter to date with United World having backed out of all of its contract, both the spirit and the letter, and leaving "The Singing Earth" film in a very precarious position.

V.N.D. asked Mr. McArthur why they had not made new prints as per their promises from the master print. He said this would have cost \$100.00 per print. V.N.D. asked if they had not planned to make any prints from the master print as per agreement with Mr. Wilson. Mr. McArthur very vague - disclaiming for himself and the present staff any knowledge or responsibility for any of the assurances made by Mr. Wilson or those in charge at the time of the signing, United World also disclaiming any responsibility for the loss of the first combined print itself, simply stating that it could never be found. They have no plans for it and now claim that the contract was never legally binding and that anything Mr. Wilson or his associates did is no longer binding to the company. Mr. McArthur puts all the blame for this general confusion on Mr. Wilson.