

Ed's Apology
Delays in legal work
mother death
with much progress

C. flawed in principle
acts of past & present

Also expected a renewal of the 94
contract with the Addendum Seven O
in which we were to retain our
art and copywrite

Dear Pat -

Banks

After receiving Ed's latest
contract offering which you too apparently
drew up, Scott and I cannot help but
feel that you are not giving to all
the facts in this case nor ^{many} ~~are~~ you in
familiar with the ~~chain~~ ^{chain} of correspondence
which led to our contract meeting of
28th May 1958. Once you are more closely
informed of the chain of events perhaps
you can prevail on Ed Bass's better
nature to treat us fairly and before our
situation gets out of hand.

^{new} I have described those events very
clearly in my written response to Ed (April
— 1958), and I am ^{instructing} ~~including~~ copies
of the correspondence at issue for your
perusal and judgment.

Your very first paragraph of the
new contract reinstates the ABO addition of ^{which}
services order of March 15, 1958 which ^{stipulated}
included provision no. 6 ~~of~~ claiming ownership
of all our art and copywrite in the future
and retroactively. It was stupid of me that
to read the document. Scott and I studied
the ~~attached~~ ^{attached} A paper which includes new work
to be performed. The fifth page clearly had
the date of our original contract date of
October 13, 1954 and Viki Debuson did not
inform us of such a substantial change.

Clearly then was no meeting of the
minds here. We were not in agreement.

Kelly Host and Helen

429 -

First City Bank Tower #2500
4th Ward

and did not mention ownership of art

that if we are to have a workable sitting
Contract we must be in agreement then sitting
the stage for our May 28, 1958 meeting.
Allen Scott and I protested (our letter of
1957) Ed forced us a response

from Washington, a letter in his own hand
apologizing for the mistake stating that "It
was merely ^{and} sloppily handled - someone trying
to take care of a piece of house keeping by
hastily cloning a part of an unrelated ~~Contract~~
agreement rather than explicitly addressing
your particular needs" He goes on to say that
if we are to have a workable ^{Contract} agreement we
must be in agreement" then sitting the
stage for our ~~own~~ meeting of May 28, 1958 which
you attended and whose entire agenda
was to work out a new Contract. It is crystal
clear that Ed had declared the ASD to be
flawed and void. Allen, I believe, will
interpret ~~it~~ ^{this} way as well. ~~And remember~~

That meeting restored our copy writer and
art ownership work to us who never consciously
agreed to part with them in the first place. The
gist of that meeting then was to ^{to create a new writing promising} ~~to promise to the~~
PAFW a first option to purchase our art, to
change a fee to be determined (not ownership)
and for us to make a gift to PAFW of ~~our~~ ^{our} copy writers,
and for us to make a gift to PAFW of ~~our~~ ^{our} ~~copyright~~
items of creation which might be categorized
as archival materials. There were the issues
that we agreed to place in a new contract.
Then by Eds own admission (letter dated March
24, 1958) he held the new document for
10 months without sitting us see it to
help iron out ^{mistakes}. One thing is perfectly
clear. Our Contract meeting of ~~April~~ May 28
1958 would not have even been called
if we had not vigorously protested the
quiet insertion of provision no 6 giving PAFW
ownership and copy write. And please remember,
I did not cash the 50000 check given us
at the ASD meeting ^{for one and a half months} ~~sent~~ after our May 28
meeting where I was given assurance that
the ASD Contract was dead and a new

Indeed
Eds short
note.

And
check

finally

our relationship
with OAFW.

more honest document for the commission

Many of these problems could have been avoided had we been given ~~that~~ ^{serious} consideration by OAFW's legal staff. Ed died on March 27 1954 and after waiting a week to consider his offer and the costs ~~to~~ ^{to} our time it might entail, we accepted. But we actually began making studies the day after our initial meeting of March 27, 1954. We worked for ~~for~~ almost five months on drawings and models without any interim payments or any contract. And even then the contract made it appear as if we were getting a one time payment of \$50,000 instead of down payment for studies as I had requested. After that initial payment we continued to work for two and a half more years without any additional funding producing all the ^{major} art ~~now being~~ for the hall.

~~Since~~ We were charging only for our time and our design concepts. Don't you think that if we thought OAFW was going to claim ownership of all that work, nearly \$200,000 worth, and the copyrights as well, we would have billed you more aggressively? ~~for~~ We did not, because the original contract ~~did~~ not convey those rights to OAFW as I pointed out ^{so} innocently in my letter of March 12, 1957 which apparently sent OAFW scrambling to ~~secure~~ ^{secure} ^{retroactively} an ownership provision in the A.S.O. three days later. Too bad the ^{legal} department seems to ~~move~~ ^{move} with such alacrity - to, as Ed ~~said~~ ^{said} ^{any} "address our own particular needs".

And now with our exhibit of Bos Hall Art about to open at the Kimball Art Museum, we have so little time to iron out our difficulties. From the beginning, I with and I had absolute trust in Ed Bos & do the fair and honorable thing in spite of ~~glitches~~ ^{glitches} and delays.

P.A.F.W. should not

P.A.F.W. legal work. Apparently that trust has been misplaced. Even now I cannot determine whether the 10 month delay in the ^{new} contract was simply error or some sort of tactical move to tie up our rights to sell our art during the Smithall show - which will be our best ^{selling} opportunity to do so.

Pete, please carefully read my letter to Ed Boss responding to the new contract whose sole purpose was to acknowledge the illegitimacy of the A.S.D. and to create a better and real understanding between us.

It frankly astounds me that after all our protests and Eds written ASD promises to the contrary that that hateful agreement is reinstated in the new document. ~~It shows~~ of course this makes the contract flawed and unacceptable from the beginning.

We have a long established record of art prices far above the scale and complexity of our Bar Hall art and we have also a long record ~~to be~~ providing designs for projects in which we were paid for our design concepts and retained area original paintings and copy work. We ~~have not~~ are ~~asking~~ seeking nothing from P.A.F.W. ^{for program} They have we have provided beautiful design concepts for the entire Hall a total of four years and thousands of hours in which we were paid what amounts to \$2,500 each per year for all that time taken from our other work ^{from} which we could have made a living. The P.A.F.W. never was required to ~~pay~~ buy any of that work which certainly saved it a considerable amount of money.

We are not going to lie down and be a doormat for the P.A.F.W. whose carelessness and questionable tactics have created this mess. I do believe we have been badly treated in

all this. It has cost a hell over the
joy and sense of triumph that the Boss
Hall people add we should deserve
for all our hard work. But and I wish
to avoid a legal fight at if at all
possible. We are willing to make substantial
concessions if the P.A.F.W. wants to own
our art but we are going to ~~deal with~~
~~draw~~ as the rightful owners of our
property art and copyrights.

but we are going to deal as
~~but we are~~ the rightful
owners of our property and until that
is properly acknowledged (as it was
~~proposed~~ ^{promised} to be in the new contract) we
can not negotiate a solution that will
do justice to everyone.

In the end, legal action and the attendant publicity will do neither of us any good and I am certain that the judgment, not just of the courts but of the world, will not allow P.A.F.W. to be unjustly enriched at our expense.

Of it wants our art. P.A.F.W. has already purchased
four years of our lives at a much larger cost
to us than to ~~it~~ it. Now ^{if it wants our collection} it must pay
us a fair price for our art. ~~to that~~
And I am willing, as I have said, to make
~~substantial~~ concession if P.A.F.W. buys our
entire collection.

Athenians just let us go our way

then this whole project has been a failure.