

I2 August 1987

Mr. Bryan Bruner
1800 First City Bank Tower
201 Main Street
Fort Worth, Texas 76102-3186

Mr. Bruner:

After a great deal of deliberation and discussion with some of the people in the controversy we reviewed at your office last Monday, August 10th, I have concluded that we have done nothing wrong to Mrs. Siegel. It is likely that if the facts are presented before an impartial judge, they will show that we are the party that has been unfairly treated.

Mrs. Siegel gave a very good performance at that Monday meeting, but wishful thinking on her part cannot alter certain facts. I was, quite frankly, disappointed that you had not made a single inquiry about the art dealing practices involved in this dispute as I had suggested. Had you done so, I believe that you would have advised Mrs. Siegel that it was in her best interest to cease pressing her claims. Some of the most important facts are as follows:

- 1) Ralph Carr made no independent agreement with Mrs. Siegel.
- 2) As my representative Mr. Carr operated under the simple agreement that I, as principal manager of the Gentling bird book project, made with Mrs. Siegel. We agreed that Mrs. Siegel had my permission to sell books to any person who was not invited by us to our May 4th, 1984 debut exhibition for the book project, or who was not a previous client of Mr. Carr or the Gentlings, or was not a personal friend or long-time social acquaintance. This was our agreement pure and simple. If you had done your homework, Mr. Bruner, you would have discovered that this is the kind of agreement generally practiced in the art business where mutual clients are involved. A good list of clients and contacts is a valuable asset to any dealer and is not traded lightly in this business. And when you consider that by 1984 Mr. Carr and the Gentlings had a combined total of 61 years of professional involvement in the Fort Worth art scene in contrast to Mrs. Siegel's 4 years of experience, our combined list of clients would naturally be substantial and wide-reaching. It was precisely to attract this clientele to her own business, previously ignored at her prior location, that made Mrs. Siegel want to involve herself with us in the first place. To avoid controversy or mix-ups I suggested that Mrs. Siegel should consult frequently with Mr. Carr or me. Since, by her own admission, Mrs. Siegel

was absent from her gallery when most or all of the contested sales were made, these sales having been transacted by her employee Mrs. McGown, there was ample opportunity for misunderstanding and mistakes to be made.

3) The May 4th 1984 debut exhibition for our book project was financed entirely by the Gentlings who paid for the invitations, the refreshments, the waiters, the color announcement brochures, the order cards and along with Mr. Carr provided the guest list. There was no sharing of these costs with Mrs. Siegel to indicate a joint partnership or involvement with Mrs. Siegel, although the same premises was shared.

4) The Seventh street location where the exhibition took place had been previously occupied by Mr. Carr for more than a year prior to the advent of Mrs. Siegel and our exhibition. Though at the time of our show the building was jointly occupied by Mr. Carr and Mrs. Siegel, Ralph Carr owned the lease to the property, and it was his legal place of business. At the time of our show he occupied office space at the rear of the building.

5) All the people whose book purchases are claimed by Mrs. Siegel were invited by the Gentlings to the May 4th exhibition. The Gentling invitation clearly stated that the show was presented by the Gentlings. The RSVP telephone number was 732 0302, Mr. Carr's telephone number, not Mrs. Siegel's. Each invitation contained an expensive full-color brochure explaining the forthcoming book in detail, thus giving the first full official notice and announcement of the book to all the invitees.

6) All the disputed clients came to the book debut exhibition.

Since you are a representative and family friend of Mrs. Siegel, I could hardly have expected you last Monday to lend a sympathetic ear to our side of the story. But at that time even you had to admit that there was at least a 50 - 50 chance that we would prevail in court. You concluded this without any working knowledge of art business customs and practices which will be examined in court where an oral agreement is in dispute. In some ways the art business is not too different from the real estate business, and it shares similar attitudes concerning the importance of obtaining and keeping clients. Even Mrs. Siegel does not dispute the facts that our book debut exhibition was initiated by us, organized and paid for by us and that all the clients in dispute were first given notice of the book by us and attended our exhibition. I sincerely believe that our reputation in the Fort Worth art world and our combined years

of professional commitment to the art business in this city and the fact that we were the people who at considerable effort and expence first served notice to the disputed clients — these facts will give us much better than a 50 -50 chance of prevailing.

There is evidence that Mrs. Siegel or her employee either exploited the ambiguity of their authority for book sales or did little or nothing to clarify their role to prospective clients. That the Siegel address was stamped on the back of all our order cards without my knowledge or permission and that Mrs Siegel intentionally misrepresented her role to two of my clients and unilaterally sought to give the impression in her newsletters, press releases and attempts at advertising that she was my exclusive book dealer at the Seventh Street premises, certainly casts a shadow over her cause. This predatory conduct by her or her employee is further demonstrated by the fact that she kept two commissions from book sales made to Mrs. Margaret Couch and Mr. Ernest Chilton, both friends of long standing and invited to our show. That she made no offer at our August 10th meeting to return this money tells me how conciliatory Mrs. Siegel really wishes to be.

I believe that I am by nature a conciliatory person and that I would try to reach a compromise in a situation where the parties have legitimate and reasonable differences. Mrs Siegel retains at this moment \$1,250 in commissions from sales to legitimate Gentling clients. She now demands \$2,500 more from us for book sales to clients who were first contacted by the Gentlings. This makes a total of \$3,750 that Mrs. Siegel would keep if she could. She claims that she is being conciliatory by taking only half of the demanded \$2,500. If I accept this " compromise " formally resolving our dispute, I will not only end up by losing a total of \$2,500, but I will also be demonstrating to Mrs. Siegel's satisfaction that I acted wrongly and have at last been persuaded to see the error of my ways. Where there is a legitimate dispute there is always hope that a just settlement can be reached. I do not believe — and you probably won't either if you do some research into the art business — that Mrs Siegel has any legitimate claim. On the contrary, I believe that I have a right to expect a \$1,250 payment for my two clients whose money Mrs. Siegel pocketed.

If this dispute comes to court, it will not be you whom I'll have to convince. If Mrs. Siegel brings a suit, she will have to prove that I have no rightful claim to the disputed clients, and even I would like to see how she does that. If there is a suit, I feel that I will be justified in requesting

the payment of \$1,250 for the Couch and Chilton commissions plus my costs for having to submit to this legal business.

When my brother and I came to your office last Monday I was willing to compromise by allowing Mrs. Siegel to keep the Couch and Chilton commissions, since that is past business. At that time I was hoping that you would have made some inquiries from other art dealers, as I had suggested, and that you would persuade her to make no further claims and involve all of us in a needless and potentially costly dispute which she had a good chance of losing. If she honestly believes that we have no right to claim the four clients in question as our own, then perhaps her six years in the art business have not been sufficient to help her understand just how a dealer-client relationship is defined by art business practice. It is up to you at least to do enough homework to help her. It is a telling commentary about today's legal profession that there is simply not enough money in such a dispute to warrant you, as a guardian of the law, a lawyer, taking a real interest — even to help a family friend.

Stuart W. Gentling