

February 12  
1948

Dear Bert: [Allen Secq]:

I haven't answered your letter of December 17th rejecting my request for a loan because I was too busy trying to keep alive and hadn't the time for a reply. However since I now want to take up something else with you, I shall touch first upon the money thing.

Your letter shocked me for two reasons: first, it sounded as if you were the one buffeted by fate rather than I; and second, it was not forthright. You stated you couldn't lend me money because of the firm's policy, overlooking the obvious fact that you yourself make that policy, and that three times in the past year Phil has specifically asked me if I needed money, has urged me to ask for it any time I did, and has assured me that last year's incident was a temporary expedient invoked at a special time and had no application to me. This was the reason I asked you for a loan. I considered, in view of the above facts, that I was well within my rights in doing so, just as I consider that you were within yours in refusing.

You then stated that "you didn't see where I could find that you had any obligation to make me a loan." Of course you haven't any such obligation. My letter neither stated nor implied that such an obligation existed. When a man's work has been proscribed, when he has been banished from his profession, he immediately thinks of his family and his children, and he seeks to borrow money to tide him over into some new line of work. He goes to those who have money and who might lend it to him. He asks them for it. He doesn't put it as an obligation. If he is a gentleman he doesn't wish to, just as he doesn't like to have a refusal based upon the denial of an obligation which he had never suggested. What he wants is a painless yes or no.

You stated: "Our obligation is to serve you well which we have done . . . ." Since it is you who brought the matter of obligation into discussion, may I also add that it is your obligation to continue to serve me well until the expiration of our contract? What does that in

does that involve? It involves getting me employment. Can you do it? It involves collecting monies due me from the studio. Can you do it? It involves at least collecting your own percentage of what is due me. Can you do it? Of course you can't. Have I complained, or do I now complain, because you are incapable of performing your functions? I have not and do not intend to.

The obligations, as they turn out, are quite the reverse of what you have stated them to be; i.e., I am obliged to take over your functions and to serve you as well as I can. It is my obligation to find work for myself in order that I may live. It is my obligation to fight a lawsuit for recovery from the studio and to finance court costs out of my own pocket. Once recovery has been made, it is my obligation to pay you ten percent of the contract-settlement sum. I do not complain about this. I simply state it, so that you may understand the facts as they are, and not confuse my situation with your own.

You continue, in reference to your obligations; ". . . and to stand by your side in any fight you may be involved in whether we are sympathetic to it or not." Now I am truly shocked at the fundamental immorality of this statement.

If you believe my suit against Metro is a just one, then you certainly should be sympathetic to it and you should stand by my side, even if only in spirit as at present. But if you believe it to be an unjust suit, then you should not only be unsympathetic to it, but you should oppose it. This is only sound human honesty ---and good business ethics into the bargain. I would not want you associated with me in any enterprise to which you were unsympathetic because such association would be worthless to me and degrading to you. I think we should clearly understand this, and that you should decide at once whether you are sympathetic or unsympathetic to my present civil suit against Metro.

Now none of the foregoing has anything to do with a fresh effort to get money out of you. That project was finished with the receipt of your letter, and I do not intend to reopen it. I have commented on the letter itself because of my feeling that our relationship is such that you owed me a short and merfiful "no" rather than an evasive and piecemeal justification of the "no".

Now to the real purpose of this letter: I wonder if you would not give me a release from our present contract, covered by a stipulation to be drawn up by Martin Gang to the effect that you are to share in ten percent of any money derived from a settlement of my Metro contract after deduction of legal fees? I frankly do not see why you are entitled to share in monies when the entire burden of collection devolves upon me, but I daresay it is legal and I am willing to accept it.

I have three principal reasons for suggesting a dissolution of our contract:

First: I feel that you regard the whole studio situation as hopeless, and have been intimidated by the ferocious onrush of fascism in this country---I use the term advisedly, for its parallel can be found in pre-war Germany in precisely such cases as my own. I base this estimate of your reaction on what you told X about lending me money. This showed me clearly that you consider any written connection with me to be dangerous, and that you view my situation as hopeless. This, I think, would disqualify you for any really aggressive work in my behalf. And in the years to come, I shall really need aggressive work.

Second: During the two months I have been idle, you have made no effort of any kind to secure me work or money out of other lines of writing. I consider this indicative of your hopeless attitude. Mrs. McKeogh in New York has, in the meanwhile, been working very hard, and has found two top producers who are willing to advance money sight-unseen on any play by me about any subject I choose. These deals are presently being concluded. The advances are, I may add, far more generous than the minimum. Frankly, I feel that Mrs. McKeogh should receive all the fees resulting from her initiative---initiative taken at a time when it was badly needed by me and very difficult for her. That is the kind of representation I shall need in the future---someone who feels that my career is beginning rather than ending, someone who has the courage to go out and find people who will openly purchase my work, under my own name, without subterfuges of any kind.

Third: in terms of Hollywood work---originals, and such---I feel that you are the finest agents that an established writer can have. But I do not feel that

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you are equipped to handle unknowns such as I shall be. If I re-enter the Hollywood lists, it will be as a new man with a new name, and in the beginning my stuff will command small prices, will be sold on small lots and to small producers. There will necessarily have to be a lot of chiseling and really petty stuff on the part of the agent who handles my material, and you people can't afford to do that, and haven't the taste for it if you could.

Let me, to recapitulate, make myself perfectly clear. I do not make this suggestion out of pique. I do not make it out of ill will or resentment. You know my opinion of you too well for it to be reiterated here. I simply feel that in this new situation my best interests will be served by a severance of our relationship. Perhaps you will feel so too. If not, we can have a fuller discussion of it. But please let me know at once what your reactions are.

Cordially,

Lazy T Ranch  
Frazier Park  
California