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Bush - Personal File: Stock - Broadway Play [1952]

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G	5	1	2	5

THE THEATERS

'The Grey-Eyed People'

By WALTER F. KERR

A new comedy in three acts by John D. Hess, staged by Morton da Costa, setting by Eldon Elder, costumes by Noel Taylor, presented by Albert Selden with the following cast:

Delivery Man	John Randolph
Tommy Hart	Edward Brian
Buster Hart	Michael Free
Beatrice Hammond	Sandra Deel
Alice Hart	Virginia Gilmore
Barry Green	Clay Flagg
John Hart	Walter Matthau
Simon Blackwell	Brandon Peters
First Girl Scout	Rosemary Prinz
Second Girl Scout	Sally Jessup
Third Girl Scout	Mary Grace Canfield
Lucille Blackwell	Katherine Anderson
Buff Schneider	Walter Klavun
Richard Jones	Tony Bickley
Policeman	Ted Tiller
A Woman	Jane Lloyd-Jones
Oates	John Marlone

Virginia Gilmore

In "The Grey-Eyed People"

JOHN D. Hess, author of Wednesday night's new entry at the Martin Beck, is a television writer who has quite clearly become concerned with the illiberal pressures, the amateur witch-hunting, now beleaguering the various entertainment fields. In "The Grey-Eyed People" he introduces us to a TV executive torn between loyalty to a friend whose "name is on a list" and his own survival in an industry that wants him to toe a strictly non-controversial line. The theme is contemporary, the point of view valid, the story-line charged with all sorts of possible theatrical excitement.

The trouble with Mr. Hess, I'd say, is that he is still a television writer. Having lived next door to those rich, juicy commercials for so long, and having soaked up a good bit of that "life can be beautiful" approach to fairly disturbing matters, he is unable to speak his piece with any candor, with any directness. His material must be sugar-coated, laced with distracting and disarming gags, and the result is a curiously indigestible compound of message and ordinary monkeyshines.

* * *

Smack in the middle of a heated battle over the right of a former Communist to earn his living as a puppeteer, we are treated to the low farce business of having three horrendous Girl Scouts march into a suburban living room, harmonize on a neighborly carol, and depart mugging. A further quarrel is interrupted by the arrival of the local volunteer fire department, out on a false alarm. The climax of the second act calls for the play's impassioned hero to knock down one of his neighbors, then quickly drop to his knees and ask him a favor.

The fact that a few of these excursions into the irrelevant are funny hurts more than it helps. Not only the mood of the play becomes addled—the meaning does. Characters are everlastingly trying to pull the piece back into shape by snorting "This isn't a thing to make jokes about any more" or sternly asking "What's so funny about Communism?" But the author is either too gag-happy or too self-conscious about the controversial stuff he has chosen to tangle with to stay in any one vein very long.

* * *

When he does manage to get to the point, he is mildly impressive. Tony Bickley, as the harassed entertainer who is about to be run out of town, has a moment of quiet self-explanation which stirs a little interest, a shade of sympathy. And Walter Matthau brings sudden authority to the inevitable scene in which a shilly-shallying father finds that his own children are being damaged by his social indifference. But these moments are few and far between, and we are back to jokes about spiking the punch bowl in an awful—and slightly apologetic—hurry.

If any one could make the whole difficult mixture palatable, Walter Matthau could. This reliable actor is in his best form, engaging in his embarrassment at being caught playing nonsensical games with his children, sardonically funny in the business of brushing off a too amorous writer of soap operas, carefully restrained in the overblown sentimentality of a rosily optimistic last act.

Virginia Gilmore, attractive as always, has little to do but hufflly stir up some uncomfortably forced family spats. Sandra Deel, as a script writer whose principal interest in the American Legion is more or less erotic, gets a little fun out of a mismanaged attempt at seducing the play's much too busy hero. Eldon Elder has contributed an attractive setting: one of those brand new suburban homes, scrubbed and piney. But Morton da Costa's stage direction does not suggest that this Westchester family is ever going to get comfortable in it. The people move nervously and not a little vaguely through the script's indeterminate moods, and the dour lighting rather reinforces the eerie suggestion that all and sundry have been caught unawares during the second week of rehearsal.

NEWS of the THEATER

By BERT McCORD

'Grey-Eyed People' Closing

A number of critics jumped all over "The Grey-Eyed People" and even those who thought the author was trying to do something worth while were disappointed in the results. As a consequence, this first play by John D. Hess will fold after tomorrow night's performance, its fifth. Some complained that he had given a serious subject a breezy and light treatment. Others were disappointed that he had been unable to find a solution to the problem of blacklisting of former Communists, which he dealt with. All were in accord that Walter Matthau acquitted himself admirably in the role of the rebel.

Scheduled to follow the Hess comedy into the Martin Beck Theater is the new and still untitled Arthur Miller play, which was to have begun rehearsals this week. The play was put off again, apparently because Arthur Miller, Kermit Bloomgarden and Jed Harris have been unable to see eye to eye on the candidates. As the matter rests at this writing, they still have no one for the male lead. The Miller play is booked for three days in Wilmington beginning Jan. 3.

And Now, Magda Gabor

It probabl... da... an wor... Eva Gab... day will a pr... mor... Bal... the Bro... and Fon... stag... an... the as... ing go. Just Bal... Yea... san... to who wit... in...

Se...

I... fea... the ste... ret... di...

...an Equity Library Theater production of "Electra" in February of 1951 and last November appeared in "A Season in Hell" at the Cherry Lane Theater.

City Center Staff

Albert Marre, recently named managing director of the City Center's play series, will retain as production secretary Sybil Trubin, who functioned in a similar capacity for both Maurice Evans and George Schaefer. Mr. Marre's assistant will be Michael Wager, the young actor currently appearing in "Bernadine." Burry Frederik will serve as production manager and John Barry Ryan 3d as production assistant. The series will begin Feb. 4 and extend through March 15.

John Golden Hospitalized

John Golden has entered the Presbyterian Hospital for a minor operation. The veteran producer, currently represented by "The Male Animal" at the Music Box, is not registered under his own name.

Off to Finish Play

Wolcott Gibbs and Burgess Meredith are taking next month off to put the finishing touches to a play that Mr. Gibbs ...

COLUMBIA TO MAKE WEST POINT FILM

'Bringing Up the Brass,' Marty Maher's Autobiography, Is Slated for Production

By THOMAS M. PRYOR

Special to THE NEW YORK TIMES.

HOLLYWOOD, Calif., Dec. 17—Columbia Pictures will make a personalized history of West Point and its famous graduates over the last fifty years from "Bringing Up the Brass," the autobiography of Sgt. Marty Maher, U. S. A., retired, who served at the military academy as soldier and civilian physical education instructor for half a century. Edward Hope has been assigned to write the screen play and Robert Arthur will produce.

Jerry Wald, Columbia's executive producer, will hold discussions tomorrow with Brig. Gen. Frank Dorn, deputy chief of information, Department of the Army, regarding Army cooperation in producing "Bringing Up the Brass."

Universal International has submitted to Lucille Ball and her husband, Desi Arnaz, a script labeled "Police Woman" and is awaiting their decision. The comedy stems from an original story by Julian Harmon and has been put into screen play form by Peter Milne. The principal characters are an extroverted policewoman and a captain who would be happier if she wasn't around.

MacRae in 'Three Sailors'

Warner Brothers today confirmed that Gordon MacRae would be the number one man in "Three Sailors and A Girl." Gene Nelson, who will be the second sailor in story importance, has been taken out of the studio's "Calamity Jane" as a result of the assignment and Philip Carey has been chosen to replace him.

Columbia has acquired distribu- ... rights to "The Glass Wall," ...lly slated for release by ... Artists and has signed its ... Maxwell ... will ...

AT THE THEATRE

John Hess' Comedy, 'The Grey-Eyed People,' Deals With Civil Liberties in the Suburbs

By BROOKS ATKINSON

In "The Grey-Eyed People," which opened at the Martin Beck last evening, John D. Hess has set the cause of civil liberties back twenty-five years. He has written a wise-cracking comedy about a community that boycotts a puppeteer who was a member of the Communist party from 1937-39. As things are constituted today, the problem of public tolerance of unpopular causes and people is a grave one, and it is interesting to find a professional TV writer who is willing to compose a play on that theme.

But "The Grey-Eyed People" is a suburban comedy written in an obsolete style calculated to make the suburbs, civil liberties, sex, nobility and the theatre equally objectionable. Mr. Hess has a sort of brash confidence in the efficacy of clever dialogue. He has a "line"; he can always find a gag for a crisis.

* * *

If Mr. Hess had nothing in mind except neighborhood pettiness or domestic tribulations, his superficial playwriting would no doubt seem tedious. But his breezy and glib interpolation of civil liberties in the middle of a suburban antic goes beyond simple tedium. There is an element of effrontery in it. It suggests that the cause of civil liberties will have to be protected from its friends.

Morton Da Costa, the director, has taken his cue from the author and staged the performance as if it were one long practical joke. As the representative of intellectual valor, Walter Matthau is never off the stage for more than a few moments, and he is talking all the time in a vein of manly mockery. Mr. Matthau, a black-haired, lunging gentleman, is a good actor who is likely to find himself in a good play sometime.

Virginia Gilmore as the irritable wife who rises to glory in the last scene, and Sandra Deel who never deviates from her devotion to sex, help to round out Mr. Hess' portrait of human frailty. A lot of other actors run and shout for their livelihood, including two boys in parts that are odious in every line and inflection.

Don't blame the actors: they didn't write the dialogue. Don't blame Eldon Elder who has designed a sturdy and agreeable living-room set. Mr. Hess will have to bear the blame for writing a silly comedy in a sophomoric style. He needs Ibsen for a collaborator.

The Cast

THE GREY-EYED PEOPLE, a comedy in three acts, by John D. Hess. Staged by Morton Da Costa; produced by Albert Selden; setting and lighting by Eldon Elder; costumes by Noel Taylor. At the Martin Beck Theatre.

Delivery Man	John Randolph
Tommy Hart	Edward Brian
Buster Hart	Michael Free
Beatrice Hammond	Sandra Deel
Alice Hart	Virginia Gilmore
Barry Green	Clay Flagg
John Hart	Walter Matthau
Simon Blackwell	Brandon Peters
First Girl Scout	Rosemary Prinz
Second Girl Scout	Sally Jessup
Third Girl Scout	Mary Grace Canfield
Lucille Blackwell	Katherine Anderson
Buff Schneider	Walter Klavun
Richard Jones	Tony Bickley
Policeman	Ted Tiller
A Woman	Jane Lloyd-Jones
Gates	John Martone

rise Productions, Inc. Shot in color, they are based on authentic Cambodian legends and star Mara, well known Cambodian dancer.

Colette Marchand, the Parisian actress and dancer who appeared here a few years ago with the Ballet De Paris, will arrive from Paris tomorrow by air. Miss Marchand will leave for Hollywood over the week-end ... Los Angeles ... Rouge," ... role ... and

Iturbi Argues Over Tax While Audience Dwindles

By The United Press.

PANAMA, Dec. 17—Pianist José Iturbi moaned today that in thirty-six years of performing for the public he had never been ...

Hell 193 'Ki ... Lilli Child tonigh 8 o'cl Patri have of the Mann young Firs Herma Child most contro eight forma that award 1935. membe comple cause The Emmet Tilford, Pastene March, King, laran, nolly, Thatch Mis dram the by Glen Bloo ule unti Irvi "W Sa

ALBERT SELDEN

December 19, 1952

Mr. George H. B. Bush
1412 West Ohio
Midland, Texas

Dear Poppy:

I never thought for a moment that I would be writing this kind of a letter to you. Of course, disasters of the kind that overcame "The Grey-Eyed People" are hardly uncommon in this ridiculous business, but I must confess I was caught very unawares. I thought and still think the play deserved a far better fate at the hands of the critics.

I would like to have fought it out a little longer in the hope of reaching and pleasing an audience, - and then perhaps building on word of mouth. We had and still have, for that matter, some money to advertise and absorb losses for a week or two, but the hitch was the formidable and traditionally weak business period preceeding Christmas. No amount of advertising would have brought in an audience. In fact, we would have had great difficulty in giving seats away. This would have meant extending our run a third week in order to assess and perhaps capitalize on whatever excitement we could generate with advertising. Unfortunately, we did not have enough money to survive three disastrous weeks.

I particularly want you to know these facts so you will realize the decision to close without a fight was not an arbitrary one, nor was it made without a careful analysis of the plus and minus factors and the advice of the various department heads.

In due course, I shall send you a complete financial statement prepared by our auditors, - a final accounting with the tax deductible amount of your loss, and a check for the unspent balance of your investment.

In conclusion, I would like to thank you for your vote of confidence and express my sincere regrets for the unfortunate turn of events.

Very sincerely,

ae

AWS:mcm

ALBERT W. SELDEN

1560 BROADWAY • NEW YORK 19, N.Y.

Withdrawal/Redaction Sheet
(George Bush Library)

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01. Letter	From Lud Ashley to George Bush RE: Investment information (2 pp.)	12/22/52	C	

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George Bush Personal Papers
Zapata Oil File
Personal Alphabetical Files

FILE LOCATION

Bush - Personal File: Stock - Broadway Play [1952]

OA/ID Number

Date Closed 10/20/99

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
F-3 Release would violate a Federal statute [(b)(3) of the FOIA]
F-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
F-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

National Committee for a Free Europe, Inc.

110 WEST 57TH STREET • NEW YORK 19, N. Y. • TELEPHONE PLAZA 7-7600

CABLE ADDRESS: NATFECOMM

Mr. George H. W. Bush
Bush-Overbey Oil Development Co.
317 West Texas
Midland, Texas

December 4, 1952

Dear Pop:

I was very sorry to have missed seeing you before you returned to Texas, but was glad to see as much of you as I did during your stay in the East. Many, many thanks for arranging the Harvard weekend and for the other kindnesses. Enclosed is my check for $15.- which should have got to you sooner.

The play opened in New Haven Thanksgiving night to an extremely appreciative audience. It is now in Philadelphia. I missed opening night there so I cannot give you a report on the performance or reviews. I will do so within the next few days, however.

My very best to Bar and to you, as always, all best wishes,

Lud

T.W.L:A/aw

PAUL, WEISS, RIFKIND, WHARTON & GARRISON

575 MADISON AVENUE, NEW YORK 22, N.Y.

TELEPHONE MURRAY HILL 8-5600

RANDOLPH E. PAUL*
ROBERT E. SAMUELS
LOUIS S. WEISS (1927-1950)
SIMON H. RIFKIND
JOHN F. WHARTON
LLOYD K. GARRISON
RUSSELL H. WILDE
MYER D. MERMIN
HOWARD A. SEITZ
H. RUSSELL WINOKUR
SAMUEL J. SILVERMAN
ALEXANDER HEHMEYER
ADRIAN W. DeWIND
LOUIS EISENSTEIN*
MORDECAI ROCHLIN

ARTHUR J. COHEN
COUNSEL

* WASHINGTON OFFICE
1614 EYE STREET, N.W.
WASHINGTON 6, D.C.

November 20, 1952.

Mr. George Bush
1412 West Ohio
Midland, Texas

<u>The Grey-Eyed Company</u>

Dear Mr. Bush:

Please find enclosed a conformed copy of the Limited Partnership Agreement of the Grey-Eyed Company complete with the name, address, contribution and percentage of profits of each limited partner of this partnership.

Very truly yours,

Paul, Weiss, Rifkind, Wharton & Garrison

PAUL, WEISS, RIFKIND, WHARTON & GARRISON

THE GREY-EYED COMPANY

LIMITED PARTNERSHIP AGREEMENT

June 16, 1952

AGREEMENT made in New York City, New York, as of the date hereinafter stated, by the parties who shall execute this agreement as hereinafter provided.

DEFINITIONS & CONSTRUCTION.

Wherever used in this agreement the following terms shall have the following meanings:

The term "the play" shall mean the play described in paragraph I of Exhibit A hereof.

The term "contributions of limited partners" shall mean the amount which each limited partner shall have set forth opposite his signature, including any amount which may be paid by giving an obligation pursuant to paragraph FIFTH hereof, or which may be, or may have been, paid in advance as provided for in said paragraph FIFTH.

The term "aggregate limited contributions" shall mean the aggregate of the contributions of the limited partners.

The term "sinking fund" shall mean the sum set forth in paragraph III of Exhibit A hereof.

The term "estimated production requirements" shall mean the sum set forth in paragraph IV of Exhibit A hereof.

The term "cash office charge" shall mean the sum set forth in paragraph V of Exhibit A hereof.

The term "author" shall be deemed to be used in the singular or plural, as the identity of the person or persons may require.

In the event that only one person shall sign as general partner, then the phrase "general partners" shall be construed to mean the singular.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or firms, corporation or corporations may require.

REPRESENTATIONS & WARRANTIES.

The general partners represent, warrant and/or agree:

(1) That they have entered into, or have duly acquired by assignment, a Dramatic Production Contract with the author of the play in the form recommended for such Dramatic Production Contract by the Dramatists' Guild of the Authors' League of America, Inc., and that (except as otherwise set forth in paragraph 1 of Exhibit A), the terms of the Dramatic Production Contract are no more favorable to the author than the minimum terms formerly provided for in the 1946 Minimum Basic Agreement of the Dramatists' Guild of the Authors' League of America, Inc.

(2) That the aforesaid Dramatic Production Contract provides that the General Partners have (i) the full and unencumbered right to produce the play in the United States and Canada, and (ii) an interest in the subsidiary rights in the play, to the fullest extent formerly permitted by the 1946 Minimum Basic Agreement, subject only to such limitations, restrictions, conditions

and contingencies, if any, as may be set forth in paragraph II of Exhibit A hereto annexed;

(3) That the total cost of opening a first-class production of the play in New York City, including all theatre deposits and all cash deposits (or the amount of obligations given in lieu thereof) required by Actors' Equity Association or similar organizations, and including all production expenses and the cost of an out of town try-out run, will not exceed the sum set forth in paragraph IV of Exhibit A as the estimated production requirements;

(4) That the only sums, as of the date of this agreement, expended, or expenditures incurred, by them for which they are to be reimbursed under any provision of this agreement are the items set forth in paragraph VIII of Exhibit A:

(5) That they will receive no payments, directly or indirectly, from the partnership other than the cash office charge, any items set forth in paragraph IX of Exhibit A, and the share of profits hereinafter provided for;

(6) That they have not entered into any contracts pursuant to which any person employed by the partnership will receive a percentage of the gross box office receipts, other than those set forth in paragraph X of Exhibit A. The general partners agree that they will not, on behalf of the partnership, enter into any such contracts other than those which may be reasonably necessary for the production of the play.

AGREEMENT.

FIRST: The parties hereto hereby form a Limited Partnership, pursuant to the provisions of Article 8 of the Partnership Law of the State of New York, for the purpose of managing and producing the play, and for the purpose of exploiting and turning to account the rights at any time held by the partnership in connection therewith, and for no other purpose.

SECOND: The general partners shall be the persons or person who shall execute this agreement as general partners. All of the other parties (and, in addition, those persons who shall execute this agreement as general partners, provided they also contribute as limited partners) shall be limited partners.

THIRD: The said partnership shall be conducted under the firm name set forth in paragraph VI of Exhibit A. The location of the principal place of business of said partnership shall be the place set forth in paragraph VII of Exhibit A. Said location may be changed to another place in the Borough of Manhattan, City of New York, upon notice from the general partners to the limited partners.

FOURTH: The general partners hereby agree to contribute to the partnership, by due and proper assignment, all of the rights in the play held by them, including those acquired or to be acquired under the aforesaid production contract with the author, and further agree that all other rights acquired or which may be acquired relating to the play, and to all services rendered or to be rendered in connection therewith, shall belong to and be held in the name of the partnership. To the extent that any rights are now held or are acquired prior to the beginning of the term of the partnership, the general partners agree to execute due and proper assignments to the partnership.

FIFTH: Each of the limited partners shall contribute to the capital of the partnership, at the time hereinafter stated, the sum set forth as his contribution opposite his signature hereto.

If a limited partner shall give, or cause to be given, to Actors' Equity Association or any other similar organization an obligation acceptable to it in lieu of any cash deposits otherwise required from the partnership by such Association or other organization, and if he shall have stated in substance on the page of this agreement bearing his signature that he will so give or cause to be given such obligation, and the face amount thereof so given or to be given, and the organization to which given or to be given, then the amount specified in such acceptable obligation, when given, shall be deemed equivalent to the making by such limited partner of a cash contribution to the partnership of that amount. In the event that the play shall close before the repayment in full of the principal amount of the limited partners' contributions, and all or any part of such obligation shall have been satisfied by action of the partnership, then immediately after such action each limited partner who shall have furnished such an obligation shall pay to the partnership, in cash, the full principal amount originally stated in such obligation (less any amounts which he may already have been called upon to pay, and actually shall have paid, thereunder), and such cash payment to the partnership (plus any such amounts theretofore paid as referred to in the immediately preceding parentheses) shall thereupon and thereafter represent the capital contribution to the partnership by such limited partner to the extent formerly represented by said amount originally stated in said obligation.

Any prospective limited partner may, at the time of executing this agreement, pay to the general partners all or part of his agreed contribution, and may authorize the general partners to expend all or part thereof for production expenses (as defined in paragraph FOURTEENTH, subdivision (c) hereof). In such event, the general partners shall, upon or before the filing of the certificate of partnership hereinafter mentioned, assign to the partnership all of the benefits derived from the expenditure of said funds for production expenses, and pay any balance of the sum so advanced to them into the Special Account hereinafter provided for, and, when the partnership shall have received, in cash, the balance, if any, of the agreed contribution of such limited partner, the partnership shall thereupon be deemed to have received, in cash, the full agreed contribution of such limited partner. In the event that the partnership shall not come into being, the general partners shall return the full sum so paid to them, without interest, to such prospective limited partner, unless otherwise agreed in writing between them and him at the time such contribution is paid to the general partners. In no event shall any other limited partner be in any wise liable in connection with any such transaction.

If so provided in Exhibit A, paragraph XII hereof, each limited partner agrees, on demand of the general partners in writing, to make an additional contribution in cash equal to such percentage of his original contribution as is set forth in Exhibit A, paragraph XII hereof. Each such contribution shall be paid promptly after receipt by each limited partner from the general partners of a written notice requesting such payment.

SIXTH: As soon as aggregate limited contributions equal to the estimated production requirements have been agreed to be contributed (by actual signatories hereto) pursuant to the provisions of this agreement, the general partners shall notify each of the limited partners in writing to that effect. Upon receipt of such notices by the limited partners respectively, the contribution of each limited partner (or such portion thereof as he may not have paid on account thereof to the general partners prior to the receipt of such notice) shall be paid by him to the partnership. All such payments shall be kept in a Special Bank account and shall not be used for any purpose of the partnership until the aggregate limited contributions in full shall have been so paid in. In the event that such aggregate limited contributions are not received within ten (10) days after the sending of such notices, the general partners shall, within ten (10) days after the expiration of said ten (10) days period, return all contributions and the partnership shall not be formed nor come into being, and no party to whom the general partners are thus bound to return such contributions shall be under any liability in connection with the play whatsoever, provided, however, that if, during said last mentioned ten (10) days period, the general partners shall procure signatures hereto from other persons as limited partners and shall obtain from such other persons payment of contributions as limited partners equal in the aggregate to contributions of limited partners which are not so received within said first mentioned ten (10) days period, the partnership shall come into effect as and when provided for in paragraph SEVENTH hereof.

SEVENTH: The partnership shall commence on the day upon which, pursuant to the New York Partnership Law, the Certificate of Limited Partnership is duly filed in the office of the Clerk of New York County, and shall continue until terminated as in this agreement provided. Such Certificate shall be filed immediately after (but in no event prior to) the date on which the aggregate limited contributions (including any additional contributions obtained and paid pursuant to the provisions of paragraph SIXTH hereof) shall have been actually paid in.

EIGHTH: Until said aggregate limited contributions shall have been paid in, any limited partner may at any time agree, by writing endorsed hereon, to increase or decrease the amount of the contribution set opposite his signature, and any additional person or persons (including any general partner) may become limited partners by signing this agreement as limited partners and specifying the amount to be contributed to the capital by him. After said aggregate limited contributions shall have been paid in, any additional persons who desire to become limited partners as in this paragraph provided may do so, upon complying herewith, but such additional persons shall not be entitled to any compensation with respect to their contributions as limited partners, or to any share in the net profits of the partnership, except such as they may become entitled to by special agreement with the general partners, and then only upon condition that such compensation or share shall be payable from the general partners' own share of the net profits.

NINTH: In the event that the actual production expenses, as hereinafter defined, shall exceed the estimated production requirements, the general partners agree, either by making cash contributions themselves as limited partners, or by obtaining contributions from other limited partners, to make available to the partnership such sums as shall equal the excess, but such additional contributions shall not have the effect of reducing the share of net profits payable to the original limited partners.

TENTH: If, however, by reason of enemy invasion, strikes, acts of God, or other extraordinary events beyond the reasonable control of the general partners the cost of opening the production in New York City shall be increased above the estimated production requirements, the general partners shall not be obligated to contribute or obtain additional contributions made necessary by such extraordinary events, but they, nevertheless, agree to exert their best endeavors so to do.

ELEVENTH: Anything herein to the contrary notwithstanding, the general partners shall have the right (whenever in their discretion they shall deem it necessary) to abandon the production at any time prior to its New York opening for any reasonable reason whatsoever other than for their inability or failure to contribute, or to obtain contributions for, the sums which under paragraph NINTH they are obligated to obtain. In the event of such abandonment, the production shall be forthwith liquidated and all funds then held in the Special Bank Account or Accounts, and all "gross receipts" shall be distributed to the same persons and in the same manner as set forth in paragraph SEVENTEENTH, subdivision (d) hereof.

TWELFTH: The production of the play shall be announced as set forth in paragraph XI of Exhibit A hereof.

THIRTEENTH: Subject to the provisions of the foregoing paragraphs, the partnership shall continue until all rights of the partnership in the play shall have terminated. Upon said termination the general partners shall liquidate the affairs of the partnership as hereinafter provided for.

FOURTEENTH: For the purposes of this agreement the following terms shall have the following meanings:

(a) The term "net profits" shall be deemed to mean the excess of "gross receipts" over all "production expenses", "running expenses", and "other expenses".

(b) The term "gross receipts" shall be deemed to mean all sums derived by the partnership from any source whatsoever from the exploitation or turning to account of its rights in the play, including all proceeds derived by the partnership from the liquidation of the physical production of the play at the conclusion of the run thereof.

(c) The term "production expenses" shall include fees of director, designers, cost of sets, curtains, drapes, costumes, properties, furnishings, electrical equipment, premiums for bonds and insurance, cash deposits with Actors' Equity Association or other similar organizations by which, according to customs or usual practices of theatrical business, such deposits may be required to be made, advances to authors, rehearsal charges and expenses, transportation charges, cash office charge, reasonable legal and auditing expenses, advance publicity, theatre costs and expenses, and all other expenses and losses of whatever kind (other than expenditures precluded hereunder) actually incurred in connection with the production preliminary to the opening of the play in New York, N. Y., including any out-of-town losses. The general partners have heretofore incurred or paid, and, prior to the inception of the partnership, will incur or pay, certain production expenses as hereinabove set forth, and the amount thereof, and no more, shall be included in the production expenses of the partnership, and (but only if the aggregate limited contributions in full shall have been paid in) the general partners shall be reimbursed for the expenses so paid by them individually, including those set forth in paragraph VIII of Exhibit A hereof.

(d) The term "running expenses" shall be deemed to mean all expenses, charges and disbursements of whatsoever kind actually incurred as running expenses of the play, including, without limitation of the generality of the foregoing, author's royalties, salaries to be paid to the cast and business manager, director's royalties, salaries of orchestra, and miscellaneous stage help, transportation charges, cash office charge, advertising, rentals, miscellaneous supplies, reasonable legal and auditing expenses, theatre operating expenses, and all other expenses and losses of whatever kind actually incurred in connection with the operation of the play, and taxes of whatsoever kind or nature other than taxes on the incomes of the respective limited and general partners.

(e) The term "other expenses" shall be deemed to mean all expenses of whatsoever kind or nature other than those referred to in "(c)" and "(d)" hereof actually and reasonably incurred in connection with the operation of the business of the partnership, including, but without limiting the foregoing, commissions paid to agents, monies paid or payable in connection with claims for plagiarism, libel, negligence, etc.

Fifteenth: The net profits that may accrue from the business of the partnership shall be distributed to, and divided among, the general and limited partners in the following proportions:

The limited partners shall each receive that proportion of fifty (50%) percent of the net profits which his contribution bears to the aggregate limited contributions, excluding, however, from such limited partners all persons who, pursuant to the provisions of paragraph Eighth hereof, may be entitled to compensation with respect to their contributions as limited partners only from the share of the general partners in such net profits, and excluding from such aggregate limited contributions the contributions as limited partners so made by such persons. The other limited partners, if any, shall receive such proportion of the other 50% of the net profits as the general partners may have agreed to pay them from the general partners' share of the profits, and the general partners shall receive the remaining net profits, to be divided between them as they shall agree.

SIXTEENTH: Until net profits shall have been earned, losses suffered and incurred by the partnership, up to but not exceeding the aggregate limited contributions, shall be borne entirely by the limited partners in proportion to their respective contributions. After net profits shall have been earned, then, to the extent of such net profits, the general partners and limited partners shall share such losses pro rata in the same percentages as they are entitled to share in net profits pursuant to the provisions of paragraph FIFTEENTH hereof.

No limited partner (other than a partner who is both a limited and a general partner) shall be personally liable for any debts, obligations or loss of the partnership in any event, except from the capital contributed by him hereunder, but the provisions of this paragraph SIXTEENTH shall not affect such obligations of the limited partners as are set forth in paragraph SEVENTEENTH hereof to return capital contributions or profits actually received by them.

SEVENTEENTH: (a) The contributions of the limited partners shall be returned to them at the following times:

At such times (after the opening of the play in New York City) as the partnership has a cash reserve not less than the sinking fund (plus a reasonable amount for initial expenses in the event that the original company is sent on tour) after the payment or reasonable provision for payment of all debts, liabilities, taxes and contingent liabilities, all cash received from time to time by the partnership in excess of said cash reserve shall be paid monthly to the limited partners until their total contributions shall have been thereby fully repaid. Each limited partner shall receive that proportion of each monthly excess of cash as the total of his contribution bears to the aggregate amount of all contributions made by all limited partners. (In the event that any limited partner shall have given an obligation to Actors' Equity Association or similar organization, then, at the time of each such payment aforesaid, the partnership shall set aside the amount which would have been payable to such limited partner had he made a contribution in cash equal to the face amount of such obligation, until there shall be accumulated a sum sufficient to release the liability of such limited partner, and the partnership shall thereafter hold such limited partner harmless from any liability under such obligation. If, upon the termination of the production, the amount so accumulated shall not have been used, it shall revert to the funds in the special account for distribution as in this agreement provided.)

(b) The time and manner of distribution of the net profits of the partnership shall be as follows:

Such part of the net profits of the partnership as can be paid in cash and still leave the partnership with a cash reserve not less than the sinking fund (plus a reasonable amount for initial expenses in the event that the original company is sent on tour) after the payment, or reasonable provision for the payment, of all debts, liabilities, taxes and contingent liabilities, and after making the payments provided for in subdivision "(a)" of this paragraph SEVENTEENTH, shall be paid monthly to the limited and general partners (in accordance with the percentage provisions hereinbefore set forth in paragraph FIFTEENTH);

(c) Solely for the purpose of determining whether or not any contributions are to be repaid or net profits are to be distributed to the limited and/or general partners under the provisions of this paragraph SEVENTEENTH (but not for any other purpose), the monthly financial report prepared by the accountants for the partnership shall be conclusive;

(d) Upon the closing of all companies presenting the play under the management of the partnership, and the abandonment of further intention of producing the play, the assets of the partnership shall be liquidated as promptly as possible and the cash proceeds shall be applied as follows, and in the following order of priority:

> (1) To the payment of all debts, taxes, obligations and liabilities of the partnership, and the necessary expenses of liquidation. Where there is a contingent debt, obligation or liability, a reserve shall be set up to meet it, and if and when said contingency shall cease to exist, the moneys, if any, in said reserve shall be distributed as herein provided for in this paragraph SEVENTEENTH.
>
> (2) To the repayment of the capital contributed by the limited partners (if any shall then remain unpaid), the said partners sharing each such repayment proportionately to their respective contributions.
>
> (3) The surplus, if any, of the said assets then remaining shall be divided among all the partners in the proportion they share in net profits.

In liquidating the assets of the partnership, all physical assets of a saleable value, belonging to the partnership, shall be sold at public or private sale, as the general partners may deem advisable. No assets other than physical ones need be sold. It is agreed that any limited and/or general partner may purchase said physical assets at such sale.

At any time after the completion of the run of all companies presenting a first-class production under the management of the partnership, the general partners shall have the right to sell or otherwise dispose of the production rights and the partnership's interest in the subsidiary rights other than the motion picture rights. The limited and/or general partners may be purchasers upon any such sale provided the amount paid by them as purchasers shall be a fair and reasonable one. The signatories hereto agree that Mr. James F. Reilly, or a person who shall at the time be acting in the capacity which Mr. Reilly now holds with the League of New York Theatres, may pass upon the fairness and reasonableness of the amount the proposed purchaser shall offer to pay at any such proposed sale, and his judgment shall be final and binding upon all parties.

(e) If any sum by way of repayment of contribution or distribution of profits shall have been paid prior or subsequent to the termination date of the partnership, and at any time subsequent to such repayment there shall be any unpaid debts, taxes, liabilities or obligations of the partnership, and the partnership shall not have sufficient assets to meet them, then each limited and each general partner shall be obligated to repay to the partnership up to the amount of capital so returned to him and profits so distributed to him as the general partners may need for such purpose and may demand. In such event the limited partners and general partners shall first repay any profits theretofore distributed to them, such repayment by them to be made in proportion to the amounts of such profits theretofore distributed to them respectively, and if such distributed profits shall be insufficient, the limited partners shall return contributions of capital which may have been repaid to them, such return by the limited partners, respectively, to be made in proportion to the amounts of contributions of capital which may have been so repaid to them, respectively. All such repayments by limited partners shall be repaid promptly after receipt by each limited partner from the general partners of a written notice requesting such repayment, together with a statement of the aggregate amount so to be repaid and of the amounts so to be repaid by each limited and by each general partner, and together, also, with an explanation of the necessity for such repayment. Such repayments by the general partners shall be made by them at the time of sending of such notice to the limited partners.

The obligations herein set forth in this subparagraph shall be in lieu of the obligations imposed under Sections 105 and 106 of the Partnership Law of the State of New York insofar as said obligations are imposed by said Sections, and in addition thereto insofar as they are not imposed by said Sections.

EIGHTEENTH: The general partners agree that upon the beginning of the partnership they will, in the name of the partnership, open, and will thereafter maintain, in New York City, a Special Bank Account or Accounts, in which shall be deposited all of the capital of the partnership, and all of the gross receipts as hereinbefore defined, and no other funds. The funds in said Special Bank Account or Accounts shall be used solely for the business of the partnership.

NINETEENTH: At all times during the continuance of the partnership, the general partners shall keep or cause to be kept full and faithful books of account in which shall be entered fully and accurately each transaction of the partnership. All of said books of account shall be at all times open to the inspection and examination of the limited partners, or their representatives. The general partners shall likewise have available for the examination and inspection of the limited partners or their representatives, at any time, box-office statements received from the theatre (or theatres, as the case may be) at which the play produced by the partnership shall be shown. The general partners further agree, after the abandonment of the play as provided for in paragraph ELEVENTH hereof, and within thirty (30) days thereafter, to furnish each limited partner with a final detailed statement of the operations of the partnership, and also to furnish each limited partner with a final detailed liquidating statement. The general partners agree to deliver to the limited partners, not later than thirty (30) days after the opening of the play in New York City, a complete statement of production expenses, duly audited, and they further agree to deliver to the limited partners as long as the play is being presented as a first-class attraction by the partnership, a monthly statement of operations duly audited. The general partners further agree to deliver to each limited partner all so-called "information returns" (prior to the filing thereof with the Federal and State governments) showing the income of the partnership and of each partner received therefrom.

The general partners further agree, after the close of all companies presenting the play under the partnership's management, to furnish each limited partner a final, detailed statement of the operations of each such company (as well as separate statements for each such company during its presentation of the play), and upon the termination of the partnership to furnish each limited partner a final, detailed liquidating statement.

All such statements shall be prepared by the firm of Pinto, Winokur & Pagano, or their successors in interest, or such other firm of accountants, experienced in the theatrical business, as the partnership may at the time have auditing its accounts.

Twentieth: The general partners agree to render, in connection with the play, services customarily and usually rendered by theatrical producers, and to devote as much time thereto as may be necessary, it being agreed, however, that, subject to faithful performance by the general partners of this obligation, they may engage in other businesses, including other theatrical productions. They agree to furnish, from the date of this agreement, office facilities including local telephone, stationery, secretarial and like facilities (but not including a press department) for which they shall receive the cash office charge, and no more, beginning with the week of first rehearsal and continuing through the week after the close of the play. In the event that there is more than one company, the cash office charge shall be payable for each additional company for the period beginning with the week of first rehearsal of such additional company and continuing until one week after its close. Payments made hereunder shall be deemed to be, and shall be charged as, running expenses and/or production expenses of the partnership.

The general partners (subject to the rights of the play's author and to the provisions of paragraphs Eleventh and Twenty-first hereof) shall have complete control, in their discretion, both of production of the play and the exploitation of all rights therein, including, without limiting the generality of the foregoing, changes in script, choice of cast, directors and designers, properties, sets, prices of tickets, time of opening and closing the New York City company or any other company, and organizing and arranging for additional companies.

Twenty-first: In the event that the general partners shall desire to organize an additional company or companies to present the play, or to take any other action which would involve the use or investment of the partnership funds (other than for the original production of the play or for the acquisition of foreign rights thereto), the general partners shall send written notice, via registered mail, of such desired action to each of the limited partners. Such notice shall also state the aggregate amount which the general partners desire so to use or invest and the proportionate shares thereof of each limited partner. If within ten days after the sending of such notice the general partners shall receive written objection to such proposed action from any limited partner or partners, then the general partners shall have the right to take such action for the benefit of themselves and of the limited partners who do not so object in writing, and to use for such purpose such portions of the partnership funds then on hand or thereafter, in the course of the partnership business, received by the general partners, which do not include any share of the partner or partners so objecting. The limited partner or partners so objecting shall not have any interest whatsoever in such additional company or companies, or in any such other action, and the share of the limited partner or partners so objecting in the other partnership funds or assets shall not be reduced by any losses caused by, or arising or accruing from, any such additional company or companies, or from any such other action.

In the event of such written objection from any limited partner or partners, and in the further event that by reason of such written objection the portion of the partnership funds which, pursuant to the foregoing provisions of this paragraph TWENTY-FIRST, may nevertheless be used or invested by the general partners for such additional company or companies, or for such other action, is less than the aggregate amount stated in the written notice from the general partners as the aggregate amount so to be used or invested, the general partners may not organize such additional company or companies, nor take such other action, unless they shall have procured other persons to become additional limited partners and to agree and to pay any contributions as limited partners equal in the aggregate to the portion of partnership funds which would have been available for such use or investment if the objecting limited partners or partner had not so objected. In lieu thereof, however, the general partners may procure such additional funds in any reasonable manner which they may deem proper (other than by procuring the same from additional limited partners), provided, however, that in so procuring the same in such other manner, the general partners shall not, on behalf of the partnership, enter into any agreement, obligation or commitment whereby the share of the objecting limited partner or partners in the firm's assets may be reduced, or whereby any amount of cash held for distribution to such objecting partner shall be used. In no event shall such additional funds (whether obtained from such additional limited partners or in any other manner) be obtained on any basis which will reduce the share or interest of the non-objecting limited partner or partners in such additional company or companies, or in such other action, below that which such non-objecting limited partner or partners would have had if no limited partner had so objected.

In the event that any such additional company or companies is organized, or in the event that any such other action is taken, the books of account of the partnership shall be kept in such manner as to carry out the foregoing provisions of this paragraph TWENTY-FIRST.

In any event, however, the general partners shall have the right in their discretion to make arrangements to license the road rights to any other party or parties they may designate, provided the partnership receives reasonable royalties or other reasonable compensation therefor, and provided, further, that the partnership shall not be involved in any loss or expenses by reason thereof. In the event of any such license of rights none of the limited or general partners shall be disqualified from participating in such proposed action by investment of their funds or otherwise as a separate enterprise, but in such event the reasonableness of the royalties or other compensation shall be passed upon by James F. Reilly, or a person who shall at the time be acting in the capacity which Mr. Reilly now holds with the League of New York Theatres. In the event of any such license of rights any general partner may render services to the licensee in connection with the exploitation by the licensee of the rights so licensed. No such rights shall be licensed to a person, firm or corporation organized or controlled by the general partners, or either of them, or in whose financial affairs the general partners, or either of them may have an interest, unless the general partners shall cause such person, firm or corporation to offer by registered mail to all limited partners a reasonable opportunity to participate in such venture by such person, firm or corporation at least to the same proportionate extent and upon terms at least as favorable as the participation of such limited partner hereunder, nor unless the time for the acceptance of such offer shall have expired. The "reasonable opportunity" hereinbefore referred to shall be deemed to have been given and expired if, within ten days from the date of mailing of the notice of offer, the limited partner to whom it is sent shall not, in writing, send by registered mail to the offering party, his acceptance of the offer.

Each general partner agrees that neither he, nor any person, firm or corporation controlled by him or in whose financial affairs he may have an interest, will present a second company or a foreign company of the play (or participate in doing so or in the benefits therefrom), unless the limited partners shall have the same reasonable opportunity of participating in such new venture as is secured to them by the above provisions with respect to licensing. The provisions hereinbefore contained with respect to the "reasonable opportunity" to be given in connection with a license shall apply to such reasonable opportunity in connection with such second company or with such foreign company.

TWENTY-SECOND: No assignee of a limited partner shall have the right to become a substituted limited partner in the place of his assignor.

TWENTY-THIRD: If a limited partner shall die, his executors or administrators, or if he shall become insane, his committee or other representative, shall have the same rights that the limited partner would have had if he had not died or become insane and the share of such limited partner in the assets of the partnership shall, until the termination of the partnership, be subject to all the terms, provisions and conditions of this agreement as if such limited partner had not died or become insane.

The partnership shall terminate upon the death, insanity or retirement of a general partner.

TWENTY-FOURTH: Unless otherwise specified in writing, the address of each party hereto for all purposes shall be that set forth next to the signature of that party at the end of this agreement.

TWENTY-FIFTH: Unless agreed to in writing by all of the parties hereto, the limited partners shall have no right to demand and receive property other than cash in return for their contributions.

TWENTY-SIXTH: Any dispute arising under, out of, in connection with, or in relation to this agreement, or any breach thereof, shall be determined and settled by arbitration in New York City, pursuant to the rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, State or Federal, having jurisdiction.

TWENTY-SEVENTH: This agreement may be executed in counterparts, all of which taken together shall be deemed one original.

TWENTY-EIGHTH: Each of the limited partners has executed a power of attorney, in the form originally annexed hereto, authorizing one of the general partners to make, execute, sign, acknowledge and file a Certificate of Limited Partnership. Said Certificate shall be substantially in the form outlined in Exhibit B hereof.

TWENTY-NINTH: Each of the partners agrees that one original of this agreement (or set of original counterparts) shall be held at the office of the partnership, that a Certificate of Limited Partnership shall be filed in the office of the County Clerk of the County of New York, and that a duplicate original (or set of duplicate original counterparts) shall be held at the office of the attorney for the partnership, and that there shall be distributed to each partner a conformed copy thereof.

THIRTIETH: Exhibit A hereto annexed is to be deemed incorporated herein and made a part of this agreement, including "Special Arrangements", if any, set forth in the said Exhibit A.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the 16 day of June , 1952

AS GENERAL PARTNERS

Name	Residence Address
Albert W. Selden......	Cedar Cliff Road Riverside, Connecticut...
....	....
....	....

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
02. List	Lists of investors in play (1 pp.)	n.d.	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Personal Alphabetical Files

FILE LOCATION

Bush - Personal File: Stock - Broadway Play [1952]

OA/ID Number

Date Closed 10/20/99

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
F-3 Release would violate a Federal statute [(b)(3) of the FOIA]
F-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
F-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

AS LIMITED PARTNERS

Name	Residence Address	Cash Amount Agreed to be Contributed	Percentage of Profits to be Received
[redacted]	[redacted]	$ 9,000	6%
[redacted]	[redacted]	500	1/3%
[redacted]	[redacted]	200	2/15%
[redacted]	[redacted]	6,000	4%
[redacted]	[redacted]	2,500	1-2/3%
[redacted]	[redacted]	2,500	1-2/3%
[redacted]	[redacted]	500	1/3%
[redacted]	[redacted]	500	1/3%
[redacted]	[redacted]	24,000	16%
[redacted]	[redacted]	1,500	1%
[redacted]	[redacted]	5,000	3-1/3%
[redacted]	[redacted]	150	1/10%
[redacted]	[redacted]	750	1/2%
[redacted]	[redacted]	300	1/5%
[redacted]	[redacted]	4,100	2-11/15%
[redacted]	[redacted]	3,000	2%
[redacted]	[redacted]	3,000	2%
[redacted]	[redacted]	1,500	1%
[redacted]	[redacted]	10,000	6-2/3%

EXHIBIT B

I. The name and the location of the principal place of business of the partnership shall be:

(Copy information set forth in Paragraphs VI and VII of Exhibit A.)

II. Its business is to act as theatrical producers of, and turn to account all rights held in, the play now tentatively entitled:

(Copy name of play set forth in Paragraph I of Exhibit A.)

III. The name and place of residence of each member; general and limited partners being respectively designated:

(Copy names and residences.)

IV. The partnership shall commence upon the day which, pursuant to the New York Partnership Law, the Certificate of Limited Partnership is duly filed in the office of the Clerk of New York County, and shall continue until all rights of the partnership in the play shall have terminated.

V. The amount of cash, and a description of, and the agreed value of, other property, contributed by each limited partner is:

(Copy amounts and summarize statements after signatures.)

VI. The additional contributions agreed to be made by each limited partner, and the times at which or events on the happening of which, they shall be made

(Summarize Paragraph XII of Exhibit A and the last paragraph of Paragraph FIFTH of the agreement.)

VII. The time when the contribution of each limited partner is to be returned

(Summarize Paragraph Seventeenth, subdivision (a) and the first four paragraphs of subdivision (d), and Seventeenth (e) of the agreement.)

VIII. The share of profits which each limited partner shall receive is as follows:

(Copy percentages set out after signatures.)

IX. No assignee of a limited partner shall have the right to become a substituted limited partner in the place of his assignor.

X. The right of the partners to admit additional limited partners

(Copy pertinent parts of Paragraph EIGHTH of the agreement.)

XI. No limited partner shall have any priority over other limited partners as to contributions or as to compensation by way of income.

XII. The partnership shall terminate upon the death, insanity or retirement of a general partner.

XIII. Unless agreed to in writing by all of the parties hereto, no limited partner has the right to demand or receive property other than cash for his contribution.

EXHIBIT A

I. The play is a dramatic composition tentatively entitled THE GREY-EYED PEOPLE written by John Hess, which the Author has warranted to be wholly original, except as hereinafter provided.

(If the terms of the production contract of a play are more favorable to the author than the recommended terms, insert variations here.)

None

II. The limitations, restrictions, conditions and contingencies of the general partner's right to produce the play and in all subsidiary rights in the play are the following:

The play must be produced and presented by October 15, 1952, unless such time is extended by agreement with the Author.

III. The amount of the sinking fund shall be $10,000.00 per company.

IV. The amount of the estimated production requirements is $75,000.00.

V. The amount of the cash office charge is $150.00 per week per company commencing in each instance two weeks before the commencement of rehearsals and ending one week after the close of each company presenting the play.

VI. The firm name of the partnership shall be

THE GREY-EYED COMPANY

VII. The address is

c/o Albert W. Selden
1560 Broadway
New York, N. Y.

VIII. The only sums expended by the general partner, as of the date of this agreement, in connection with the play, and for which he is to be reimbursed hereunder, are the following items:

Advances to Author $500.00

In addition, it is anticipated that the general partner will, from time to time, advance further sums for preproduction expenses for which he shall be reimbursed.

IX. If the general partner is to receive compensation for services other than the cash office charge, or if he is to receive payment for rights or property, set forth here the amount of such compensation and/or payments.

None

X. The only contracts entered into which provide for the payment to any employee of a percentage of the gross box office receipts are the following:

None; however, it is anticipated that contracts will be entered into with directors, actors, actresses and others which may provide for payment to them, or some of them, of a percentage of the gross weekly box office receipts.

XI. The production shall be announced substantially as follows:

ALBERT SELDEN
Presents
"THE GREY-EYED PEOPLE"

(To be followed by suitable references to credits for stars and/or others as the general partner may desire and/or be required to give by contract or otherwise).

XII. The amount that each limited partner agrees to contribute as additional contribution shall be no per cent of the amount of contribution set forth after his signature hereto.

SPECIAL ARRANGEMENTS

A. The aggregate limited contributions, in the discretion of the general partner, may be used to pay running expenses as well as production expenses.

National Committee for a Free Europe, Inc.

110 WEST 57TH STREET • NEW YORK 19, N. Y. • TELEPHONE PLAZA 7-7600

CABLE ADDRESS: NATFECOMM

September 8, 1952

George H.W. Bush
Bush-Overby Oil Development Co
317 West Texas
Midland, Texas

Dear Poppy:

Many thanks for yours of the 3rd. Seeing you, Bar and the kids again was a real boon. I wish we could work it out more often. One day I'm sure we shall.

I was most interested in your comments on the play. I quite agree with you on Beatrice and am even more emphatic about the kids. You will be glad to know that George Kaufman is also on our side on both counts. I think you will agree with Seldon, however, in that these weak points can be eliminated either in the casting (in the case of Beatrice) or in the first re-write (re the kids). You should know too that the third act will get a lot of attention. In its present form it's pretty pat in its solution or resulution of the threads developed in the first two acts. I'm truly delighted that you liked it, Pop, and are interested in seeing the thing go.

Inclosed you will find a memo from Seldon which may be of some use to you. I'm having lunch with him tomarrow (Sardi's, natch) and will forward a Limited Partnership agreement to you after discussing a few points with him that my legal training has fouled me up on.

Meanwhile this takes my very best regards to you and Bar. In fact, great love and affection.

Lud

P.S. Was thoroughly delighted to see the interesting twist that put your Dad on the ballot. The Sunday Section of yesterdays N.Y. Times gives him better than a good chance.

"THE GREY-EYED PEOPLE"

A Limited Partnership is set up, - which provides that the Producer is the General Partner, and liable for all obligations for the show, and the Limited Partners (which would be you, the investors) have no liability beyond the amount of capital they have invested. If disaster should overcome us, the Producer is obligated to provide the Limited Partnership with the needed additional funds, without diluting the investors' equity in the production.

Once the show is open and running, the Limited Partnership Agreement specifically provides that the net profits from the box office receipts apply, - first, to setting up a sinking fund, - secondly, to returning to the Limited Partners their investments in the Partnership.

After the investors are paid back, profits from the production are divided, fifty percent to the investors - in proportion to their stake, - and fifty percent to the Producer. In other words, the Producer does not make a dime until all investors have their money back.

In the case of "The Grey-Eyed People," the production is budgeted at $75,000. An investment of $1,500 would entitle you to one percent of the total profits; $3,000 - two percent; $6,000 - four percent. If the show should net $5,000 per week, an investor with one unit or one percent ($1,500) would receive $200 per week until his money is returned; then $100 per week for the life of the show. It may be seen that substantial profits can be made by the investor, particularly when you consider there are additional profits from the sale of T-V and radio rights, souvenir books, and road companies.

If the whole project is a big flop, the investors' losses are one hundred percent deductible from ordinary income. This is a particularly attractive feature to people in top income brackets. A man in the eighty percent bracket is actually risking $1,000 out of a $5,000 investment.

August 1952

"THE GREY-EYED PEOPLE"

A Limited Partnership is set up, - which provides that the Producer is the General Partner, and liable for all obligations for the show, and the Limited Partners (which would be you, the investors) have no liability beyond the amount of capital they have invested. If disaster should overcome us, the Producer is obligated to provide the Limited Partnership with the needed additional funds, without diluting the investors' equity in the production.

Once the show is open and running, the Limited Partnership Agreement specifically provides that the net profits from the box office receipts apply, - first, to setting up a sinking fund, - secondly, to returning to the Limited Partners their investments in the Partnership.

After the investors are paid back, profits from the production are divided, fifty percent to the investors - in proportion to their stake, - and fifty percent to the Producer. In other words, the Producer does not make a dime until all investors have their money back.

In the case of "The Grey-Eyed People," the production is budgeted at $75,000. An investment of $1,500 would entitle you to one percent of the total profits; $3,000 - two percent; $6,000 - four percent. If the show should net $5,000 per week, an investor with one unit or one percent ($1,500) would receive $200 per week until his money is returned; then $100 per week for the life of the show. It may be seen that substantial profits can be made by the investor, particularly when you consider there are additional profits from the sale of T-V and radio rights, souvenir books, and road companies.

If the whole project is a big flop, the investors' losses are one hundred percent deductible from ordinary income. This is a particularly attractive feature to people in top income brackets. A man in the eighty percent bracket is actually risking $1,000 out of a $5,000 investment.

August 1952

National Committee for a Free Europe, Inc.

110 WEST 57TH STREET • NEW YORK 19, N. Y. • TELEPHONE PLAZA 7-7600

CABLE ADDRESS: NATFECOMM

Mr. George H. W. Bush
Bush-Overbey Oil Development Co. Inc.
317 West Texas
Midland, Texas

November 3, 1952

Dear Poppy:

Thanks for returning the limited partnership agreement, also for the check and letter. You will be glad to know that the play is really progressing in a very promising way. I have been meaning to clip from the Times and Tribune the many references to the "Grey-eyed People" which have hit the theater page in the last couple of weeks. The casting is pretty well over which is just as well, since the play goes into rehearsal this wednesday. The male lead will be played by Walter Mattau, who has had several leads on Broadway and is highly regarded. Alice will be played by Virginia Gilmore, also well known and highly regarded. Everybody is very pleased with the casting of Beatrice. They have a girl named Sandra Deel, who recently played a lead in "Walk East on Beekman Street". I understand that she suggests everything that the part calls for. Inasmuch as you have the new script, I hope you will continue to do what you can to interest other possible investors. It has become less of a really long shot and more of a promising theater investment (just what the hell the difference between those 2 is I don't know) and I really think we are in on something good. The outcome of the election is a toss-up, but I do not think the play will suffer from its political implications no matter which way it goes.

By the time this gets to you, the elections will, of course, be over. In the course of my work here I have become well acquainted with a number of educational directors in the large New Engkand unions. These men are much more objective than one would think and extremely intelligent. For example they give Cashmore less than nothing and are willing to do no more in his behalf than include him on the large Stevenson and Sparkman signs and other advertisements which they are obliged to exhibit. Almost to a man they agree that the Republican organization in Connecticut is playing it other than square with your father. Their feeling is that although Rubikoff is a strong candidate, it is lack of organization support which relegates your father to the role of underdog against him.

The weekend of the 15th will be a much better time to discuss all this in more detail. Until that time, my very best wishes and love both to you, Bar and kids. As ever,

Lud

~~Thomas~~ W. L. Ashley

ALBERT SELDEN

October 21, 1952

Mr. George H. B. Bush
1412 West Ohio
Midland, Texas

Dear Poppy:

Here is a somewhat revised version of "The Grey-Eyed People," with which I hope you can arouse all kinds of Texas interest. Incidentally, I never thanked you for soliciting funds on my behalf. I am surely grateful, and hope that I can make it worth the while of everyone when we bring in a hit.

The late casting news is that we have signed Walter Matthau to play the lead. We are scheduled to go into rehearsal on November 5. As you can see, time is growing very short, and I would appreciate anything you can do to speed up fund raising. The limited partnership agreements must be filed, with all participants listed, by November 1. The money should be in the bank by November 5. If it is impossible to get all your people on paper by November 1 - and their investments to me by the 5th, it does not necessarily exclude them from participation. It is possible for me to close the books on the prescribed dates, and then sell off or assign participation that would be in my name to any johnny-come-latlies you uncover.

This, undoubtedly, all sounds very confusing, but where the law is involved, nothing is accomplished simply.

Thanks again, Poppy, - and I hope the new script meets with your approval, and that you can come up with some money for me.

Very sincerely,

al

ALBERT W. SELDEN

AWS:mcm

Enclosure

1560 BROADWAY • NEW YORK 19, N.Y.

National Committee for a Free Europe, Inc.

110 WEST 57TH STREET • NEW YORK 19, N. Y. • TELEPHONE PLAZA 7-7600

CABLE ADDRESS: NATFECOMM

September 18, 1952

Dear Pop,

Just a note to tell you that the play is coming along in good shape and to enclose some legal material that you'll be needing. I talked to Seldon's attorney and he thinks that investments under $500 should be grouped together under one individual's name. Where investments exceed this amount, the investor can either be included in a group or become a separate Limited Partner, whichever he wants. Only one Limited Partnership Agreement is included in this mailing - mainly because it's the only one I have here at the office. More will be supplied as your demand (hopefully) increases.

I have a sneaking suspicion that the memorandum which was to be inclosed in my last letter may never have made the grade, so I'm sending along another.

This takes best wishes and love to you all.

Lud

TWLA/mm

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
03. Letter w/ attachments	From George Bush to Lud Ashley RE: Investment information (3 pp.)	n.d.	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Personal Alphabetical Files

FILE LOCATION

Bush - Personal File: Stock - Broadway Play [1952]

OA/ID Number

Date Closed 10/20/99

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
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F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

ALBERT SELDEN

November 6, 1952

Mr. George H. B. Bush
1412 West Ohio
Midland, Texas

Dear Poppy:

I am sorry to trouble you again, but the previous limited partnership agreement that you executed was done so improperly, I enclose herewith a set of agreements to be signed in duplicate on page 14 and on the last page.

You can skip the notarization that is called for on the last page of each agreement. On page 14, where it calls for the percentage, you can skip that also, and we will fill it in here.

Lud, I understand, has wired you about the loss of your check. Therefore, I would appreciate your attaching the new check, - payable to THE GREY-EYED COMPANY, to the properly executed agreements. Kindly return the whole works to me in the enclosed self-addressed envelope. I need it immediately, so would appreciate all the haste possible.

Sorry there has been this mix-up. Again, - my thanks.

Sincerely yours,

ALBERT W. SELDEN

AWS:mcm
Enclosure

1560 BROADWAY • NEW YORK 19, N.Y.

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

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DA001

1952 NOV 7 AM 8 0

D.NA646 NL PD=NEW YORK NY 6=

GEORGE H W BUSH=

:BUSH OVERBEY OIL DEVELOPMENT CO MCCLINTIC BLDG MIDLAND TEX=

CHECK FOR GREY-EYED PEOPLE HAS BEEN MISPLACED THINK THAT YOU STOPPED PAYMENT LETTER FROM SELDEN FOLLOWS DELIGHTED ABOUT YOUR FATHERS ELECTION THAT WAS THE ONE BRIGHT SPOT IN AN OTHERWISE BLACK EVENING LET ME KNOW THE SECRET OF YOUR SUCCESS IN TEXAS=

LUD=..I

November 7, 1952

Mr. T. W. L. Ashley
National Committee for a Free Europe, Inc.
110 West 57th Street
New York 19, N. Y.

Dear Lud:

Thank you for your wire received this morning. I am still somewhat confused about the check, but I imagine Seldon's letter which you refer to will clear it up. I have not stopped payment on the check, and the bank here has no record of the check's being cashed.

I appreciate your sentiments on Dad. As you can imagine, we were pretty elated about this one, since we have seen how hard he has worked. The victory was due principally, here in Texas, to Shivers' and Daniels' position. They campaigned very vigorously for Eisenhower, using the Tidelands and Trumanism as their main talking points. Neither of them was forced to stick his neck out, since they were both already elected. Rayburn, Linden Johnson and Tom Connally made ineffective rebuttals in that all they pointed out was that they would lose seniority and Texas would thereby be in a worse position regarding patronage. The campaign, of course, to me was very gratifying. We were very happy over the outcome.

We are coming up for the Princeton game and will be in New York the following week. Perhaps we can get out to Greenwich with you for andevening and go over the whole thing. Keep me informed on our big Broadway investment, and I will clear up the check matter when we get Seldon's letter.

GHWB:jes

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
04. Letter	From George Bush to Lud Ashley RE: Investment information (1 pp.)	10/24/52	C	

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Zapata Oil File
Personal Alphabetical Files

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Bush - Personal File: Stock - Broadway Play [1952]

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