

**"Jack fell down and broke his crown:"  
The Fate of the Edison Phonograph Toy  
Manufacturing Company**

by

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In the Fall of 1877, Edison's perception of potential uses for recording sound expanded as he realized that the invention, while ideal for the storage of telephone messages, could also be useful as an amusement device. Indeed several of the early laboratory sheets are devoted to discussing uses as either toys or as instruments for announcing the hours of the day.<sup>1</sup> Because of this concern with incidental uses, it is not surprising that these applications were the first sold.

As soon as the invention was formally presented in December 1877, Edward H. Johnson began to promote the sale to a group of colleagues. Allying himself with Uriah H. Painter, he fretted and chafed as others attempted to obtain control of what he considered a potential gold mine. By January 5th, he lamented: "Clearly we can't hope for anything but little odds and ends. Edison has made a contract with the American Clock Company for license to make clock works to call out the hours instead of striking them -- also to same company to manufacture toys and music boxes -- done it through Puskas [Edison's patent attorney] -- that's what we lost by your absence ... I guess the Phonograph will be farmed out this way..."<sup>2</sup> He was incorrect in his assessment of the situation. The clock applications had indeed been disposed of, but to Daniel M. Somers and Henry I. Davies. The latter was connected with the Ansonia Clock Company. Under the contract the license ran for five years. Royalty was set at ten percent of the selling price. The agreement would be extended if all provisions were carried out in good faith. Edison also granted the right to make three speaking phonographs "to be used solely to produce original matrices to enable dies, electrotypes, or casts to be made from the records, produced by such machines for the rapid multiplication of such record to be used in the clocks and watches aforesaid, and these machines are to be used for no other purpose."<sup>3</sup> Work was carried on at the Ansonia Clock Company and at the Edison Laboratory but little was accomplished.<sup>4</sup>

"desirous of engaging in the business of manufacturing or having manufactured and selling to the toy trade, apparatus adapted to the following toys:

"First. To dolls to speak sixty words or less, or make various sounds.

"Second. To a toy musical box which shall produce but one tune, either vocal or instrumental, and suitable only for children.

"Third. To a toy speaking box, which shall reproduce several sentences, containing not more than sixty words in all.

"Fourth. To toy animals, birds, reptiles, to make various sounds, and to male and female human figures to utter sixty words or less.

"Fifth. To toy engines to whistle and imitate the exhaust of steam

"Sixth. To toy targets."<sup>5</sup>

In many of its features the contract was similar to that already in place for clock and watch applications, including a reversion to Edison in the event of non-performance. Both contracts had been placed through J. James, not Theodore Puskas, who was to receive five percent of any royalties generated during the period of the agreements.<sup>6</sup> Russell's experience was one of total frustration as he was repeatedly forced to report failure. The contract, however, in the wrong hands, might prove dangerous to the Edison Speaking Photograph Company and Hilbourne L. Roosevelt, one of the members of the Company, purchased one-half of the Russell interest to use as a weapon in his struggles with other Company factions and somewhat later obtained any remaining rights.<sup>7</sup> After the additional agreement was signed Roosevelt became aware of the work of William B. Hollingshead in the development of a technique for preparing matrices of disc tinfoil recordings.

Hollingshead, an electrotyper, was fascinated with the Edison tinfoil phonograph and began work on improving it soon after the invention was unveiled in December. By March he had readied a patent application on a method of recording on discs and preparing matrices from the tinfoils. The proposed patent was denied on the ground that it was anticipated by well known electrotyping processes and by Edison's patent. Even so, his activities were known to those familiar with the industry. Joseph L. Moody, an associate of Russell, called the work to the attention of Roosevelt. Soon after December 3rd, 1878, Hollingshead demonstrated his system.

"Mr. Roosevelt and his brother and another whom I did not know, heard a reproduction from one of my electrotype copies of a sound record which I had made, representing or reproducing the song as the Whip-poor-will. Said record decided Mr. Roosevelt in making a contract with me. I believe the distance between the machine while the record was being reproduced from the copper record or electrotype was fully 40 feet. I remember at the time I would not permit him to approach near."<sup>8</sup> On December 27, Moody and Roosevelt made an offer for the process and were refused, but on the 31st, they entered into a formal contract with the inventor. Under the terms he received \$1100 on signing and "upon

completion or ability to produce, articulate sounds of the human voice, the test of articulation to be, in such case, the ability to reproduce from records on said model or pattern the hours of the day namely 'one o'clock etc.', [Roosevelt would] pay the party of the second part the further sum of One thousand dollars."<sup>9</sup>

The inventor later "made a number of records and duplicated the same by depositing first upon the original record that [he] made in tin-foil or otherwise or other substance. Such electrotypes were mounted upon the periphery of wheels and the same used for reproducing the original sounds as made, such as crows of roosters, howls of dogs and many other howls, and one of said wheels which was to be, according to contract with Mr. Roosevelt, a test of the efficiency or correctness of the records reproduced and made ... This wheel had a record of the hours of the day, from 1 to 12. I made twelve toys having such records mounted on wheels, as stated, which I delivered to Mr. Roosevelt." Apart from these, Hollingshead also produced records by utilizing the face plate of a lathe as a means for mounting a recording surface. He also claimed to have made records on that same face plate through exposing a sensitive material to a beam of light. In this work he anticipated the experiments of the Volta Laboratory and of Emile Berliner.<sup>10</sup> Despite Hollingshead's accomplishments, nothing further was financed by Roosevelt and his death in 1886 ended any possibility of further action. Consequently the toy rights also reverted to Edison.<sup>11</sup>

Sometime after the public unveiling of the graphophone and the patenting of that product by the Volta Laboratory, W. W. Jacques, associated as an electrical expert with the American Bell Telephone Company's experimental department in Boston, became intrigued with the toy possibilities. He was soon able to surmount many of the problems faced by Edison and his colleagues and produced an apparatus that could be placed inside a doll or used in other toy applications. The first documented indications of his work appeared in a letter from E. H. Johnson to Edison on the 22nd of June, 1887:

"Enclosed contracts have evidently expired -- and it transpires that my Boston friends are at work upon the toy application -- they have been here today and showed me their apparatus. It is in an unfinished condition -- that is why they want another month -- but it is very cheap they have some good ideas. Now the question arises -- Who has the power to grant them a license to make this application? These Toy and Clock contracts having expired the rights evidently revert to you, Do you want to continue to deal with them separately or will you pool the whole thing? If the latter I will extend the call I have given these gentlemen for another 30 days. If you do not intend to hand

this branch over to me then I can of course only refer them to you or act for you in the matter. Will you please at once signify your wishes in the matter. I recommend that they be given another 30 days in which to perfect their apparatus no matter who deals with them eventually."<sup>12</sup>

By August, John C. Tomlinson, Edison's lawyer, using the inventor's guidelines, drew up a proposed contract.<sup>13</sup> This document, or a revised version, was entered into on October 1, 1887. Among its terms the following should be singled out:

1) The contract itself licensed the group under the Edison patent 200,521 and was "to use the invention or improvement ... so far as the same may be applicable to dolls and toy figures." [In doing this Edison was receiving a verification of the validity of his original phonograph patent -- even though he might privately believe that it had become invalid because of the non-renewal of or disclaimers involving his foreign patents].

2) Edison authorized the signatories to enter into foreign marketing and manufacturing arrangements provided he received the same royalty -- ten percent of the selling price.

3) It was understood and agreed "that no right or authority [was] granted to use and employ the said invention in clocks or for any purpose useful in business or commercial transactions, or in the arts and sciences, or for any useful purpose other than the amusement of children as a part of the articles mentioned."

4) The license would be in existence for nine months unless the group paid royalties as specified in the contract amounting to \$4,000. After the initial period the foreign royalties were to amount to at least \$10,000 a year or the contract would cease.

5) Briggs and Jacques had the right to assign the contract to others so long as the internal details were maintained by the new principals.<sup>14</sup>

On October seventeenth Jacques reminded Edison of an implied promise that they could name their proposed toy after him. Two days later Edison approved -- Jacques replying with enthusiasm:

"You may be sure that we shall not use your name in any objectional way -- nor in any way without consulting you. We have sold 1/6 interest for \$25,000 and this together with what we have will enable us to carry on the business for some time though the prospects are a large and immediate market. We feel that our proper policy is to assert and maintain in every way that the

phonograph is your invention and that we are working under your patent and, to this end, we desire to organize our business into a stock company to be called the Edison Phonograph Toy Manufacturing Co. whose business will be the manufacture and sale of phonograph dolls. This company, as you see, will be owned and managed by Mr. Briggs and myself. I have written you this fully that you may understand all of our plans ... We desire to begin manufacturing as soon as possible and, as we have now plenty of cash and an abundant credit with our Boston bank and the doll is sufficiently perfect for use, we are only awaiting the closure of these formalities."<sup>15</sup>

Jacques now filed his patent application -- the papers traveling through the Patent Office in a relatively short period. Among claims the final version of the patent showed a doll with:

- 1) A body carrying the phonograph and a head with an orifice for the emission of the sounds from the photograph.
- 2) A resonator within the head for the emission of the sounds produced by the phonograph within the body.
- 3) The combination, with a phonograph, "of an automatic shipping device actuated by the reverse motion of the record-surface to withdraw the diaphragm-tracer from the contact with the record-surface."<sup>16</sup>

He had already managed to overcome the majority of the stumbling blocks that had impeded all previous work.

By now both Jacques and his colleague, Lowell C. Briggs, arranged to organize a corporation to operate under the laws of the State of Maine, for the purpose of "manufacturing, owning, buying and selling all kinds of phonograph toys and implements ... to license others to manufacture, own, buy, sell, or otherwise deal in such toys whether made under such patents or not ..."<sup>17</sup>

In addition the two promoters were concerned about regularizing relations between themselves and Edison in the area of foreign rights. A second contract was entered into with Edison in which such rights were licensed for a period of nine months. If before the expiration of that period a sum of \$4,000.00 in royalty were paid, the agreement would be extended for another five years. During this additional period royalties would have to reach a level of at least \$10,000.00 for it to remain in effect. Otherwise Edison had the right of cancellation on sixty days notice.<sup>18</sup>

An active experimental program was now begun with some of the first indications appearing in Charles Batchelor's Record Books. After a few cursory entries an extensive series of notes began on March 31, 1888. By April 16, he was able to

report: "Have decided to make a phonograph like the regular phono[graph] but provided with a cylinder to take a number of tin rings on -- thus we can have the words put on a cylinder a large number of times & then cut the cylinder up into small pieces & mount each piece on a toy."<sup>19</sup>

The delays occasioned by the experimenting and in the determination of the eventual form of the doll soon made themselves apparent when the question of royalty payments occurred in May:

"On account of unavoidable delays in perfecting the toy phonograph for dolls, I hereby waive the payment of Four thousand dollars, which, according to contracts, made by and between ourselves on the first day of October 1887 and on the 25th day of November 1887, is due me as royalties on the first day of July 1888.

The contract will therefore commence as from the 1st of July 1888."<sup>20</sup>

This became the first playing of a recurring theme since Jacques and also the Edison Laboratory staff found it increasingly difficult to perfect the doll so it must have been with a feeling of relief that the following information was inscribed in one of the Edison Laboratory Notebooks that carried the simple designation Dolls:

"Model Doll Phono[graph] for manufacturing--

- Doll now says 'Jack & Gill' [sic]
- 2 - Winds to a stop
- 3 - Regulates its speed
- 4 - lifts up the needle when turned backward
- 5 Trips to start so that it can be wound up & left for any length of time
- 6 Goes by spring
- 7 Has 13 revolutions
- 8 Weighs 2 lb. 2 7/8 oz.
- 9 Has \_\_\_\_\_ parts
- 10 Has tin cylinder
- 11 Has double spring each long
- 12 Has Jacques resonator
- 13.

[Note: The missing information was not included on the original].<sup>21</sup>

A sample was now prepared and submitted to the Edison Phonograph Toy Manufacturing Company. Jacques enthusiastically reacted: "Will you kindly write us how soon and what number of toy phonographs, similar to sample, you can be prepared to furnish us and also the estimated cost of the toy phonograph talked to and placed inside the doll." Edison replied immediately that: "The Edison Phonograph Works, if they receive a

proper order under contract today, could be ready January 10th, 1889, to furnish you with toy phonographs for dolls, similar to sample shown to-day, at the rate of five hundred per day. This capacity can be doubled every six weeks. The estimated cost of the toy phonograph, put inside a properly made doll, is as far as we can come at it at present, ninety-seven cents."<sup>22</sup> Despite the fact that tools had not been prepared, nor had manufacturing processes been worked out, the Edison penchant for publicity again asserted itself. The Evening Sun of New York ran a long article on November 22: -- "Dolls that really talk; the wonderful toys which Mr. Edison is making for nice little girls -- one sings -- "Rock-a-bye, baby" -- one of them talked over the long distance telephone from Boston to New York -- a sheep that recited 'Baa, Baa, Black Sheep' in a very human voice -- Dogs that bark, Cats that ask for milk."<sup>23</sup> However when Jesse Lippincott, President of the North American Phonograph Company, wrote on December 8th requesting dolls, A. O. Tate, Edison's secretary, was forced to admit that "Mr. Edison has just perfected his model, which is the only standard apparatus that has yet been constructed." He also added "We have several dolls here which talk very well. The trouble with them is that they get out of order very easily. ... Mr. Briggs ... is afraid to let any go out that he is not absolutely sure of."<sup>24</sup>

As had been true with the manufacture of phonographs for the North American Phonograph Company, Edison and his associates were facing innumerable difficulties in developing a reliable and inexpensive mechanism. Patent protection was definitely in place since Jacques had received an additional patent on April 2, but the formal introduction of a mass-produced doll would be many months in the future.<sup>25</sup>

Jacques meanwhile, had been busily parceling out foreign rights. An agreement was signed for Canada and Newfoundland with William Hope Dean. It was to run for five years and specified that Dean was to take delivery of not less than ten thousand dolls per year at a price consisting of manufacturing cost and royalty plus one dollar per doll. M. O. Madden, formerly of the Bell Telephone Company, was placed in charge of the business for foreign countries at which time it was stated that factories had been established in Paris and Geneva and were to be managed by Ezra T. Gilliland. In an account that was obviously Company inspired, it was claimed that it was hoped to be able to deliver 200,000 dolls to the Paris Exposition, if needed.<sup>26</sup>

The Edison forces now began to utilize these delays to wrest additional concessions from the Toy Company. A memo of a tentative understanding from mid-April still exists:

- 1) "If the proposition can be put through Edison to give Toy Phonograph Co. all future inventions in connection with Toy Phono[graph] & they give Edison \$50,000 stock of the Boston Toy Phono[graph] Co.
- 2) "Edison is offered \$75,000 stock Boston Toy Co.

in addition to above [if] he reduces his royalty to 10%[?]  
3) "Edison is offered 100,000 stock of the Boston  
Co. if he forgoes all royalty."<sup>27</sup>

In order to force concessions, Edison drafted a formal notice of revocation of license based on the undeniable fact that royalties had not been paid. A copy of the final version was delivered to each Trustee, Director and Officer of the Company.<sup>27</sup>

Although direct evidence is lacking, it seems probable that the issue was brought to a head when Edison discovered the agreement concerning foreign rights. Considering the almost pathological hatred that he bore towards the hapless Gilliland as a result of the negotiations for the sale of the Edison Phonograph Company in June of 1888, such a reaction was in character.

Edison now commissioned A. B. Dick [who had been licensed to use the Edison Electric Pen and Duplicating Press patents], to investigate the entire doll trade in Europe. Once a full understanding had been gained, it would be possible to determine the potential extent of sales of talking dolls. Also, should relations with the Company be patched up, Dick would have gathered valuable information for all concerned.<sup>29</sup>

Almost immediately questions began circulating in the financial markets concerning the value of Toy stock. On May 6th it was reported that it had dropped to 9 and 7/8th in the morning "as a result of the conflicting reports about the Co[mpany's] contracts with Edison. [However] the Boston attorneys [were] confident that the Co[mpany] [could] hold its contracts, both foreign and American, [and] that Madden's claim to foreign rights [would] not hold." A. O. Tate's informant reported on the next day that "Toy stock advanced today from 8 to 10, it being understood that [the] Edison difficulty had been settled. It is my impression that the stock will take another sudden jump very soon. If you want to do any trading in it I would like to have everything prearranged."<sup>30</sup>

S. B. Eaton, one of Edison's legal advisers, was asked to give his opinion of the situation. He reported that whether the memorandum of agreement with Madden and Gilliland concerning foreign rights actually bound the Toy Company depended upon the by-laws. He hastened to add that "technically speaking it does not bind the Company. In such an important matter, the Directors must act formally." Otherwise the action of the President, W. W. Jacques, would probably be void.<sup>31</sup>

He also advised: "Whether the Directors can grant Mr. Edison an exclusive right to manufacture for foreign use, in view of the aforesaid existing mem[o], is of course a question they must decide for themselves. You say you have not seen that mem[o]. If I were you, I would insist on seeing it. It seems to me that Mr. Edison can afford to take his chances that the mem[o] is void, if the Directors are willing to take a like chance ..."  
Dick was reporting from Paris that Gilliland had been negotiating



with Mr. Simon of the French Edison Lamp Co. to manufacture 30,000 Toy Doll phonographs, but that the matter had been left open until Gilliland arrived in Paris. Phillip Dyer, Edison's European agent informed Simon that the rights were not definite. On June 7, Jacques was able to report to Tate that they had settled with Madden and Gilliland and "they are now in no way connected with us."<sup>32</sup>

The charge given to A. B. Dick in the investigation of the European doll trade was quite extensive:

"I wish you would be kind enough to write me immediately, outlining the whole commercial doll system as you have found it to exist, both as to France and the doll trade of any other countries with which you have made yourself familiar, quoting prices as far as you are able, and using care to omit no details of which you have knowledge. Perhaps the best way would be for you to assume that I am entirely ignorant of the whole business, and write me in conformity with that assumption. What I wish to avoid is the omission of any detail which might seem unimportant to you were you writing me under ordinary circumstances, as it may have some effect upon my plans which you could not foresee. My machinery, which has an immediate capacity of two thousand movements per day, will be delivered in about three weeks. This output can be increased to three thousand daily as soon as the operatives become expert. You will, therefore, see that I have this end of the business well in hand. I want now to get a good grasp of the commercial end, and thus be fully equipped all around for quick action."<sup>33</sup>

The Dick investigation was indeed a thorough-going affair, and in itself sheds a good deal of incidental light on the European doll market of that period. He noted, for example, that the trade in Paris primarily was limited to one firm. There were twelve doll makers but excepting the business done by M. Jumeau all were doing a light business. Jumeau, however, was selling over 300,000 dolls annually. He was represented as the only manufacturer in France who made every part of the dolls he sold, "from the wigs to the soles of the shoes." His sales of dolls large enough to contain the toy phonograph amounted to about 100,000 per annum outside the United States. Dick suggested making him an exclusive agent for France and

"let him pay a profit over the cost of the phono[graph]s ... and bind him to a minimum quantity per annum. ... I am quite satisfied with the work I have done here, and am now more confident than ever that the field for toy phono[graph]s is very large and that there is a large fortune in it for you. After I have visited Nuremberg, Vienna, Berlin and Brussels

and perhaps one or two points in Italy I will be able to make you a fuller report accompanied with an estimate of the probable annual sales of phono[graph] dolls in Europe. ... A few slight objections have been offered to the present style of doll phono[graph] which I communicate for your consideration. First. The weight. This I think can be reduced ... It seems that all doll makers strive to make their dolls as light as possible. Second. The style or shape of the body or tin case holding the phono[graph]. I am aware that this case can be shaped a little differently and have so talked to the manufacturers, but they all seem to want something that they can put inside of their regular bodies of larger sized dolls. ... All but two of my dolls are already out of repair."<sup>34</sup>

Philip S. Dyer, Edison's European agent also was reporting on the European manufacturing possibilities for the toy phonograph and supplied comparative figures concerning duties, wages, taxes and the cost of coal for both Germany and Belgium.<sup>35</sup>

By June the controversies with Edison seemed to be clearing. On May 15th the Board of Directors of the Company had met and resolved:

"That the sense of this Board is that the licenses given by Mr. Edison are now in full force and virtue, but that it is desirable to secure from him all improvements and future inventions relating to speaking machines so far as they pertain to dolls and toy figures, and also his hearty co-operation in the business of this company and to that end to make a reasonable compensation there fore; but that it is not advisable at this time to make him any definite proposition."<sup>36</sup>

Their formal proposition appeared in a memorandum just over a week later.

"Edison to give license for foreign countries, covering all existing investions and improvements made during the next five (5) years, giving exclusive right to manufacture and sell and to license others to manufacture and sell, but not assignable, for any country, without consent in writing of Edison.

Simultaneously the Company gives Edison a contract, substantially in form submitted, granting exclusive right to manufacture for sale in foreign countries, for the life of the license referred to. Edison cannot assign this manufacturing contract except to a corporation in which he retains full voting control. A royalty of twenty per cent (20%) of the shop price of movements to be paid Edison. Edison to have one-eighth (1/8) of the Capital

stock of Toy Phono[graph] Co. and this proportion to be maintained with respect to any future increase so long as Edison retains the stock so issued to him. Edison to have one representative on Toy Phono[graph] Co's Board so long as he can qualify."<sup>37</sup>

Investigations continued assessing the extent of the doll trade in the United States. James F. Kelly, General Sales Agent of the Edison Machine Works, was pressed into service and reported on the eleventh of July:

"The very large jobbers place their import orders in the early part of the year -- some as early as January and February, and other in March and April. If they find the prospects for a large business good, so that they are in danger of running out of stock, they place further orders along in July or August.

Only the very largest jobbers import, the smaller fry contenting themselves with buying from the stock of the big jobbers chiefly in New York and Baltimore. [He mentioned that the smaller jobbers, while buying in August or September, often tended to spread orders out so that they were buying throughout the year,] [A novelty item would be purchased the moment it was introduced] irrespective of whether it is a proper or improper season. The Phonograph Doll, for instance, would be gobbled up immediately if it were ready to be put on the market. ...

If the Phonograph attachments are to be put into the dolls in this country, it is suggested that the best plan for getting the dolls here is to import them through some large importer, such as Bergfeld of 425 Broome St., this City, who is said to be the largest importer in this line of business, and who will import for a commission of 5 per cent."<sup>38</sup>

The Toy Company was also conducting its own inquiries and was able to confirm the analysis of the situation.<sup>39</sup>

By summer all relations between the various parties were at peace. Agreements had been signed between the Edison Phonograph Company and the Edison Phonograph Toy Manufacturing Company and also between the North American Phonograph Company and the Toy Company. Under these North American was, as it should be, entitled to a royalty. Reports from the factory at West Orange were encouraging:

"Nothing definite has been done yet with relation to putting toys on the market. I have found a very good man as Gen[era]l Manager of the Company, and he is in Boston to-day negotiating with Stevens and his colleagues if he comes to some arrangement with them, the business will at once be pushed. ... We

have got the plant at Orange ready for turning out the doll movements and can go to work on large quantities with little or no delay. I think that this business is in far better shape than it has ever been before, and I shall be disappointed if the Christmas season does not find us placing large numbers of these toys throughout the country."<sup>40</sup>

Despite appearances, all was not well with the doll operation. For example, Edison and his secretary A. O. Tate who were on a visit to the Paris Exposition, fretted about the dilatory conduct in the sale of foreign rights. "Unless immediate action [is] taken in Boston to place foreign business in competent hands one year will be entirely lost. Want you to try [to] initiate negotiations with Dick who can act quickly when arrangement made."<sup>41</sup> The one bright light was in the furnishing of a sample doll to the company by Charles Batchelor.

"In accordance with your letter dated July 30th to Mr. Edison, we have sent you by express a complete doll with phonograph inside of it. We would call your attention to the fact that when these dolls are made they should be sewn in such a manner that they can be taken apart, to put the phonograph inside. Also, the head should be made with a hole in the top to let out the sound. As this hole will be covered with hair it will not look unsightly. We are now commencing to train small voices to talk on to the cylinders for these phonograph toys, and should be glad to have from you a list of all the little verses that you would be likely to want put on them. It matters a great deal just how the thing is said in the phonograph. Therefore we should like to have them before hand to get our small voices well practiced in the art."<sup>42</sup>

At the same time, E. S. Allien, the General Manager of the Toy Company, was making independent inquiries concerning the proper voices for recording. A theatrical agent, Mrs. E. L. Fernandez, had an intriguing idea to present to him: "Now my advice would be to get a number of very bright little girls ... and take them to Orange and train them [,] a few days would do for that [;] board them out there and pay them so much per week allowing them to go home every Sat[urday] till Monday [--] in this way you could get them cheaper ... You could rent a furnished house reasonable in Orange ... why you could establish quite a nursery there and have it quite extensively written about."<sup>43</sup>

Despite misgivings on the part of Edison, Benjamin F. Stevens seemed a much better alternative as Company president than W. W. Jacques, the inventor of the doll. As he had hoped, Stevens was chosen and assumed the office. A dangerous enemy was created in Jacques by this move and the Company would later be

forced to regret its move.<sup>44</sup>

With the settlement of the internal problems, the Company now began to complain about the delays in getting the dolls from the Edison Phonograph Works. Edison's legal adviser, S. B. Eaton, noted that their contract provided that within one month from August 6, they give a firm order for the delivery of 500 mechanisms per day and that Edison was to deliver the same not later than 60 days from the receipt of the order. Since they had not given such an order by September 18, Edison still had some time on his side.<sup>45</sup> Despite these admonitions in November, Samuel Insull was inquiring whether a standard model had indeed been prepared and filed with the company since the one earlier provided by Charles Batchelor had been too rough and crude to suit the purpose. He was told that the model would be filed once the machinery for turning out the various parts was completed. There would then be no question "about its being the same as the ones afterwards furnished them."<sup>46</sup>

Now that the problems with Jacques and Briggs had been settled, the Toy Company again began to address the whole question of foreign rights. They had already been forced to grant Edison numerous concessions because of their tardiness in this area and were anxious to make up for lost time. A few contracts had already been signed but the primary one in France was already considered forfeited on account of the failure of the signatory, to deposit bonds as called for. With the abrogation of these contracts, an agreement was entered into with D. M. Yoemans who proposed to market the foreign rights on a commission basis.<sup>47</sup> A detailed proposition was presented to the company on November 29th.

"He would attempt to sell the patent rights for Great Britain, the Channel Islands and Continental Europe. In order to do this he proposed that he be supplied with dolls of both types -- those working with a spring and those working with a crank. Upon being so supplied and also equipped with copies of the foreign patents and company resolutions authorizing him to act he would "create, or cause to be created a limited joint stock company with a capital not exceeding Three Hundred Thousand Pounds sterling (Pounds 300,000). To dispose of such interests in such company by the sale of shares of stocks as shall return to [the] company a sum of not less than One Hundred Thousand Pounds sterling (Pounds 100,000) in cash and twelve and one-half per cent of fully paid shares in the Foreign Company so formed."

If he succeeded he was to receive ten thousand pounds sterling less any funds advanced.<sup>48</sup> Almost immediately questions arose in West Orange concerning the amount of commission and the amount of stock to be given the parent company. In spite of misgivings Edison equipped Yoemans with a

letter of introduction authorizing him to engage in the sale of rights.<sup>49</sup>

Even though sample dolls had been submitted and formal manufacture had commenced, new problems continually surfaced. For example, Edgar S. Allien, the Company Manager, reported to Charles Batchelor: "I have here at the Office one of the Dolls dressed in costume. Would like to show you how the key works -- Looks to me like another 'bug'." On another occasion Batchelor noted: "We find that it is necessary to put a piece of cotton flannel on the drum and ream out the wax cylinder so that the shrinkage will not crack them. We have made hard rubber shells and other compound shells & dipped them in the wax but we find the percent of bad ones from cracks, blowholes, & broken edges is too great to be practical."<sup>50</sup>

The delays were placing a financial strain on the Edison Phonograph Works since manufacturing for the North American Phonograph Company was beginning to wind down. If the doll work expanded any slack would be taken up. On January 20th Edison summarized the situation:

"Upon investigating the manufacture of toy phonograph movements, which has been carried on at the Edison Phonograph Works for several months past, I find that up to the present time there has been invested in this connection about sixty-seven thousand dollars (\$67,000). Owing to the delays which have occurred in perfecting certain processes of manufacture, we have not yet been able to deliver any movements to the Toy Phonograph Company, and are, therefore, not entitled under our contract with them to demand pecuniary assistance. I sent Mr. Tate to Boston on Friday last, with instructions to obtain, if possible, from the Toy Company, an advance of twenty thousand dollars against deliveries, and under authority from myself he assured the Executive Committee that these would commence not later than one week from to-day, and in quantity not less than 100 movements per diem. In conjunction with the North American Phonograph Company ... I have waived the first quarter's royalty due me under my contract with the latter, owing to our failure to commence the delivery of movements in time to enable them to take advantage of the Christmas trade, thus making a direct personal loss of \$2,500, the North American Company losing a like amount."<sup>51</sup>

With the long-delayed manufacture of doll movements ready at last to commence, the toy company gave an indication of its expected work flow. A memo prepared on January 29th noted that they had already paid for 1000 dozen dolls in Europe and expected to pay for additional 1000 dozen lots on the twelfth of each

month beginning on February 12 and ending on June 12. In July they expected to pay for a last 666 dozen.<sup>52</sup>

On January 13, Edison received a \$10,000.00 advance against deliveries from the Toy Company, only one half of the amount he had requested. In the accompanying paper work, he undertook to deliver to the Company 5,000 completed dolls and, if this figure were not met, to repay any amounts of the advance that did not cover completed dolls.<sup>53</sup> Tate now began to apply additional pressure on the Phonograph Works since under the various contracts the Toy Company was to give a firm order for 500 movements per diem (excluding Sundays and legal holidays). The order was to continue in force for a period of not less than three months. He pointed out that they had now commenced making delivery and that if they started at the rate of 100 per day and ran through the three months at that number or an increase of less than 500, they would have turned out between 8,000 and 15,000 dolls. If they were to run at capacity, they would be able to produce 40,000 movements.<sup>54</sup>

Production was stepping up in earnest and additional publicity was appearing in both foreign and domestic publications. Charles Batchelor's Record book, an invaluable source of information, now began to include a statistics column for toy dolls. Despite the intention to step up production, the number logged was disappointingly small. The week of February fourth saw 27; the eighth 2, the fifteenth 19 and the twenty-second 2. In March the results were slightly better with the week of March first showing 412 and eighth 242. At least one picture was also taken by W. K. L. Dickson showing the dolls being assembled. With the workers nattily dressed, it is obviously a carefully posed tableau which does not picture actuality. However, Batchelor stated at another point in his Record that as of February 28th they had shipped 425 dolls and had an additional 700 ready. By March 29th 3335 dolls had been tested and passed.<sup>55</sup> The doll was formally introduced at the Lenox Lyceum at the beginning of April and featured in an issue of the Scientific American for April 26.<sup>56</sup>

As the dolls were being distributed to stores, a series of malfunctions began to occur as described in a letter from Horace Partridge & Co.

"We are having quite a number of your dolls returned to us and should think something was wrong. We have had five or six recently sent back some on account of the works being loose inside, and others won't talk and one party from Salem sent one back stating that after using it for an hour it kept growing fainter until finally it could not be understood. ...

We shipped one doll out to St. Joseph, Mo. The party returned it saying it was not in order and it cost us somewhere about \$1.60 to get it back. Of

course all these expenses we are charging to your account as we do not feel that we are to blame in the matter as we shipped the dolls as we received them ... Hoping somebody will come up to enlighten us on this subject as to what to do as we dislike to send out the dolls when there are going to be so many returned ..."<sup>57</sup>

With such adverse reactions occurring, the Company withdrew the doll from the market. Ten thousand dolls had been accepted by their inspector but only 2,500 had been delivered -- presumably fewer were marketed. Edison was now charged to discover the causes of the malfunctions and to correct them. Experiments to that effect began in April and continued into the Fall of 1890.<sup>58</sup>

Meanwhile the Company was subjected to other stresses. D. M. Yoemans in his anxiety to arrange to sales of the foreign rights was further arousing Edison's latent hostility. There was an attempt to sell rights in Germany but the offer worked out with C. S. Schnoeckel, Jr. was rejected. Later a possible sale was arranged for Great Britain, Ireland, the Channel Islands and Europe:

- 1) The organizers would pay One Hundred Thousand Pounds (Pounds 100,000) in cash
- 2) Twelve and one half percent of the stock would be given to the Boston Company
- 3) Capital stock would not be more than Three Hundred Thousand Pound (Pounds 300,000)

Despite Edison's initial approval, he soon thought better of the matter and a series of wires informed the Company of the new stance. Much of the controversy centered on Yoeman's unwillingness to identify his backers. "On my own behalf and on behalf of the Edison Phonograph Works I refuse absolutely to assent to Yoeman's proposition referred to in your telegram of to-day. Our decision is withheld subject to inspection of names of underwriters. This is an ultimatum."<sup>60</sup>

An additional blow was dealt by W. W. Jacques. Although he was the one who had first developed the doll and organized the company, he had been slowly edged out of the management once he was forced to give up the presidency. He now prepared a letter of warning.

"Accompanying please find English Patent No. 20,257, issued to me December 17th, 1889, for 'Improvement in Phonographs,' together with a copy of the drawing, specification, and claims.

A similar application was also filed by me in the German Patent office a short time later. I am about to file in England, German and the United States a series of applications covering a much simpler and more economical construction of the Phonograph doll, but cannot, of course, make a



public description of this, until such applications have been filed."

Jacques then pointed out that he had the exclusive right under those patents "to manufacture and sell England, Germany and the United States, the doll now being made for the Edison Phonograph Toy now being made for the Edison Phonograph Toy Manufacturing Company, by Mr. Edison, and much more." He also pointed out that a proposed agreement with the company remained unsigned and therefore unexecuted.<sup>61</sup>

This brought a quick reaction from A. O. Tate who remarked that the Edison group had heard of the proposed British application and had cabled instructions to their English representative who had thus been able to file for an Edison device one week prior to the Jacques application. He hinted that the best course open for the hapless inventor was to resign his directorship. On the 26th, Daniel Weld, the Secretary of the Company, was able to report that "to-day Mr. W. W. Jacques has tendered his resignation as a Director, 'as he is expecting to go abroad.' To the writer, he says he is tired of making explanations to the Company, and proposes to sell his foreign patents, and 'interfere' with Mr. Edison at Washington."<sup>62</sup>

Once the Jacques resignation was in place, the company now had a chance to address itself to the problems of the imperfect dolls. It is ironic that many of the problems had been anticipated by Jacques in his patents--but because of the character of the relationship between the inventor and the company few of his ideas were being utilized. Stevens wrote to Tate at the end of April and in gentle terms expressed some of his disillusionment:

"I wish you would talk freely & confidentially with Mr. Mackintosh on Monday morning about the trouble in Europe as I have written it to Mr. Edison & the defect which appears in the dolls which are inspected. ...

I have entire faith in Mr. Edison & am very fond of him but I think the directors should be informed why he takes the ground he does & why the dolls do not work. .... I am fearful we shall have lots of trouble, etc."<sup>63</sup>

On April 30th a further agreement to waive royalty was signed because of "certain difficulties in the way of the inauguration and extension of the business of the said party of the second part in making and disposing of the said inventions and improvements, in combination as aforesaid, which difficulties were not contemplated by the parties hereto at the time the said agreement was executed." An additional difficulty arose when Charles J. Bell, of the American Graphophone Company, warned of possible infringements on the three basic graphophone patents.<sup>64</sup>

At this time the Edison experimental activities involving

the doll were significantly increased and were directed towards "Experiment[s] on Dolls to produce better talking" and also towards an entirely new model "Experiments[s] on New Model Toy Phonograph 100 Threads". This continued through August. In the first instance some \$389.52 was expended but in the latter the total reached \$2913.37.<sup>65</sup>

All of the turmoil, the missed opportunities to market the rights and the poor quality of the dolls sold were causing serious doubts on the part of the financial community -- stock which had at one time been marketed at \$10 was now selling at \$3.50. The Boston Herald of 2 June printed a letter signed by LACTEAN which seriously questioned the performance of the Company. Tate declared that Edison would welcome an investigation.<sup>66</sup>

Enough new experimental work had been completed on the modified doll for the Edison Phonograph Toy Manufacturing Company to formally examine and evaluate the new mechanism. On July 18th Company declared that:

"Whereas the model submitted by Mr. Edison appear to be satisfactory it is:

Voted, that Mr. Edison be requested to make by hand as soon as possible (50) fifty machines of materials to be agreed upon by Mr. Edison and Mr. E. F. Magovern."<sup>67</sup>

By the end of July, D. M. Yoemans' efforts had begun to bear fruit. Edison, who was now in severe straits because of the increasing financial woes of the North American Phonograph Company, continued to make demands for a cash payment and stock in any proposed European Toy Company. Yoemans' original proposition envisioned a payment of \$30,000 in cash, and after the Company was organized, \$40,000 in fully paid shares but Edison now increased his demands:

"Upon receipt in Boston of One Hundred Thousand pounds cash, together with shares representing one-eighth interest in Company whose Capital does not exceed Three Hundred Thousand Pounds, less expenses and commissions which must not exceed Twelve Thousand pounds, myself and the Edison Phonograph Works will be consideration of thirty-two percent of said cash and shares execute and papers necessary to transfer our rights in Great Britain, Continental Europe and the Channel Islands to the new Company ..."<sup>68</sup>

Yoemans was authorized to proceed using the new guidelines. A proposed Company was announced -- The Edison Phonographic Toy Co. Ltd. -- with capital authorized at £300,000. On the 28th of July, the subscription list was opened and a large number of subscribers were enrolled, but on the following day the solicitors for the new Company were informed of several intended

legal actions. The London Stereoscopic Company Ltd. proposed to sue as the original English licensee of the Tinfoil Phonograph of 1878, while the Edison United Phonograph Company, represented by Col. Gouraud, claimed an infringement of rights granted to them. In addition, a Mr. Anders claimed an infringement on a prior patent of November 1887. With each claimant, proceedings were threatened if the Prospectus was continued in circulation and if additional subscriptions were solicited. There was no alternative but to stop. With this additional source of potential revenue closed off the Toy company was again forced to ask Edison and North American to forgo royalty and to grant a waiver. On August 11th they wrote: "...the prospect of receipt of any money from Europe is now so slight that Mr. Edison's point is no longer applicable. But even if we were in funds we think we ought to be relieved on the strength of the fact that under our Mfg. contract with Mr. Edison, we have not been able to establish a domestic business, let alone a foreign one. If this were occasioned by neglect on our part of course we ought to pay just the same, but we have not been guilty of lack of diligence, and therefore feel we ought to be let off." An agreement allowing such a waiver was signed with North American but there is no evidence of a similar one with Edison. A company meeting had been called in which the Edison forces hoped to increase their proportion of directors. In this they were disappointed. Almost with a knee jerk reaction, Edison now insisted that any sale of foreign rights must be definitely funneled through West Orange for his approval. The eventual result of all of this furor was that D. M. Yoemans' contract was terminated as of November first and the Company permanently lost this prospect for the infusion of funds.<sup>69</sup>

Amidst all of the turmoil, a potential savior now appeared on the scene in the guise of George Borgfeldt, a New York businessman, whom A. O. Tate hoped to place on the Toy Company's Board of Directors. In approving the proposal, Edison added ominously in a note at the bottom of the communication that he must have the Corporate Office move to New York.<sup>70</sup> At the stockholders' meeting, the Edison slate, including Borgfeldt, was defeated, the majority of those voting believing that control should remain in Boston. Edison now felt that he would have to bring his views before the stockholders "so as to place upon their shoulders the responsibility of decision."

"The question at issue is of gravest importance. The business of the Company can only be continued by the adoption of some scheme to secure funds. The failing of all efforts in the shape of merchandize gives little or no hope of success in that direction. No one will subscribe at par for the unissued stock, and it cannot be sold for less. The assessment of the stockholders has several times been mentioned, but that I believe to be

impracticable, as a great many of them would doubtless be unwilling to respond; therefore this plan would fail for want of unanimity.

The proposition I have made, which embodies a provision for securing ample funds without sacrificing any of the Company's property, enabling manufacturing to be resumed at once, and affording an extensive and immediate market for our product both here and abroad, can I believe be carried out, and it seems to me that it would be most unwise to defeat this scheme solely upon the ground that the business should be conducted in Boston and that the Directors meetings should be held there ..<sup>71</sup>

On the 23rd of October, a formal request was made to allow a transcript to be prepared of the list of stockholders. Tate reported "that even if we fail to secure the control sought Mr. Edison's position in the eyes of the stockholders and the public will have been bettered. Should more vigorous action be required later on no one will be able to complain of having been left in the dark as to the Company's affairs." [Emphasis added]<sup>72</sup>

A new plan for the salvation of the Company was proposed by George Borgefeldt, who planned to advance sufficient funds to proceed at once to the manufacture of dolls to supply the market. This plan, presented to the executive Committee, was transmitted to the Board of Directors which then voted the Committee full powers to enter into an agreement. But at the same meeting of 27 October, A. O. Tate, acting on behalf of Edison, gave directions that no further dolls were to be shipped from Orange until further notice. The Board quickly responded:

"Whereas this Board has been informed that one of its members, Mr. Tate, has given directions that no more dolls be shipped to this Company from Orange, until further notice from him, and

Whereas this Board was considering the question whether it was not advisable to see such manufactured dolls as it has on hand at Orange, and by such means to raise funds to liquidate its indebtedness to Mr. Edison: such dolls on hand being more than sufficient for that purpose ..."<sup>73</sup>

Edison soon replied:

"Referring to the various reports which have been made in connection with your order for the manufacture of speaking mechanisms, the last being a detailed statement prepared from the books of the Edison Phonograph Works by our representation, Mr. MacGovern, a copy of which was forwarded to us, we would be glad to know at once what action you propose taking in the matter of a settlement.

Manufacture was suspended early in May last, since which time we have waited patiently for you to acquire all information that would assist you to a thoroughly intelligent understanding of the subject, but beyond forwarding us copies of reports ...you have taken no action."<sup>74</sup>

He also attached any property of the Toy Company that was at the West Orange complex.<sup>75</sup> As the possibilities of compromise faded with each passing day, the Edison group was busily getting its paperwork together to support its claims. What the Toy Company managed to do is difficult to ascertain since the court records involving the cases were destroyed some time ago when the Essex County Court cleared its obsolete files.<sup>76</sup>

Even though he had brought an action against the Company, Edison still hoped to gain control. If he were unsuccessful, he still hoped to present his case in as favorable light as possible. Letters attempting to do this appear in several locations in the letter books and as tissue copies in the files at the Edison Site. As it became obvious that he would be unsuccessful, Edison's lawyer, S. B. Eaton, sent a formal notice of revocation of contract to the company -- basing his actions on the non-payment of royalties.

"...I, the said Thomas A. Edison, hereby elects to exercise the option given me by the said second paragraph of the Second Section of the said agreement, in the event of the non-payment of the guaranteed royalties as therein and thereby provided, and does hereby terminate the aforesaid contract and all rights of the said Edison Phonograph Toy Manufacturing Company, of every kind and nature whatsoever thereunder, as of the 23rd day of March, 1891, because of the failure of the said Edison Phonograph Toy Manufacturing Company to pay the royalties aggregating Five thousand dollars, due under and by virtue of the provisions of said agreement on or before the 31st day of October 1890."<sup>77</sup>

A. O. Tate was horrified by the action, feeling that the Toy Company might have grounds for claiming bad faith as a result of assurances that he had given them. He was correct -- in late February the Company brought suit in the United States Circuit Court for the District of New Jersey against Thomas A. Edison and the Edison Phonograph Works, claiming \$50,000 and \$150,000 damages respectively.<sup>78</sup>

By now a part of the reason for the revocation of license became apparent. There was a possibility that the Edison Phonograph Works, which was now doing little or no work for the North American Phonograph Company, would commence the manufacture of toy phonographs for sale in foreign countries. S. B. Eaton,

Edison's legal adviser, saw little impediment for "if the said Toy Company should be able to prove eventually the validity of their foreign license notwithstanding your termination of it as aforesaid, your liability would probably be only for an accounting of profits, and not for damages in addition thereto. It seems to me, therefore, that you can safely take the risk of manufacturing for sale in the said foreign countries."<sup>79</sup>

Despite the intense legal activity and the skirmishing on the part of both Edison and the Toy Company, the picture that arises in one of stalemate. Until some sort of a settlement could occur neither Edison nor the Company might have access to the equity represented by the attached property. Not even a scrap of brown wrapping paper might be disturbed. In order to further protect its property and ensure the payment of obligations incurred with other individuals, the Company resorted to a chattel mortgage placed on the still existing inventory which was registered on the twenty-first of May in Essex County. In it Daniel Weld was made trustee to ensure the payment of some \$8130.45 worth of obligations. Edison was conspicuously absent from the list, although Ezra T. Gilliland was listed as entitled to \$100 for cash loaned to the company.<sup>80</sup>

This move did not go unnoticed by Edison, who reiterated the importance of controlling of the Toy Company property at the Edison Phonograph Works otherwise it would make it practically impossible to maintain the action. To emphasize his unwillingness to compromise, he announced the beginning of a further campaign against the Toy Company and request R. N. Dyer to take charge of the new legal strategies.<sup>81</sup>

Every so often representatives of the two warring groups met but usually to no avail. In the Fall, A. O. Tate revealed that J. W. Mackintosh, who was now President of the company, mentioned that "he personally had obtained from the graphophone people the right to use their patents in connection with a speaking doll, and that it was his intention to go into the business under such patents." This was indeed an ominous turn. Tate continued to attempt to arrive at an equitable settlement of the differences between the parties and felt that there was room for such a settlement. He checked with F. A. O. Schwarz, of toy fame, in order to get a fair appraisal of the value of the doll parts that were at the Edison Phonograph Works. Schwarz stated that the parts were worth the import prices to anyone who could make use of them. As the Toy Company paid 75 cents a set for the parts, the total value at the Works was estimated to be roughly \$20,000. Since the Toy Company had placed a chattel mortgage on the parts and had a fair chance of making it stick, there would be no relief for Edison in that respect. He proposed that if he could get a satisfactory acknowledgment of indebtedness to the extent of not less than sixty thousand dollars, the parts should be sold for whatever they would, with the Toy Company getting twenty-five percent of the proceeds. Edison suggested that the claim of the

Works be put at \$60,000 and the Toy Company \$6,000, with any resultant funds divided upon these lines. Secondly all litigation would stop. The Toy Company naturally refused the offer point blank. Tate reasoned that "it will be absolutely impossible for us to deal with them unless we are prepared to make sacrifices which would not only be absolutely unject, but humiliating."<sup>82</sup>

In such a situation things continued to drag on. However, the stalemate in parallel actions involving the North American Phonograph Company receivership made Edison more willing to compromise. On the 20th of November, 1895 the two warring parties reached an agreement, although it was not until 13th January that the remaining paper work was completed. It did not come too soon for Edison, who would need all the funds that he could acquire in order to purchase the assets of the North American Phonograph Company and to start up his soon to be organized National Phonograph Company. The agreement called for:

FIRST: All said dolls, both disjointed and fitted with metal bodies, now at Orange aforesaid, are hereby bargained, sold and conveyed [to representatives of the Toy Company and of Edison], ... the same to be held in trust by them and sold by them without any compensation to them, to the best possible advantage. All phonographic apparatus in the bodies of any of said dolls shall be taken out of the same and destroyed by and at the expense of the said parties ... before such dolls are delivered ..."

After the dolls were sold the proceeds would be divided as follows:

- 1) To pay the expenses of the sale.
- 2) To pay costs of the insurance on the dolls while in storage.
- 3) To divide the remainder in half; one half to go to Edison and the other to the Company in the person of the Mackintosh to pay off the chattel mortgage.

SECOND: All contracts and suits would be cancelled.

THIRD: The Edison Phonograph Toy Manufacturing Company in case it shall resume business, is to change its name so that the name 'Edison' shall no longer be part of its corporate title."

FOURTH: Edison would relinquish all of his shares (13475) in the Company for cancellation.<sup>83</sup>

As far as we can determine, the Company then wound up its affairs. Recent inquiries directed to the State of Maine merely elicited the following form filed the sixth of August 1901,

"I, George M. Seiders, Attorney-General of Maine, hereby certify that I have received satisfactory

proof that the Edison Phonograph Toy Manufacturing Company, a corporation organized under the laws of the State of Maine, has ceased to transact business, and is, therefore, under Chap. 46, Sec 36 R. S. of Maine, excused from filing annual returns with Secretary of State, as now required by law, so long as its franchises remain unused."<sup>84</sup>

There were no further items in the files devoted to the Company. In the future Edison was to receive inquiries concerning newer forms of dolls but all were declined.

The reader is entitled to inquire: What happened to the whole doll enterprise? After some ninety years it is possible to specify some of the factors that were responsible for the demise of the operation. Undoubtedly the friction between Edison and the inventor of the doll, Jacques, created the tensions that culminated in the eventual lawsuits. It is my belief that the proposed doll was a more practical device than the one eventually produced at the Edison Phonograph Works since Jacques had anticipated and spelled out many of the problems that were encountered. The Company itself seems to have been underfinanced and when it gave in to Edison's threats and increased its capitalization through the issuance of stock to Edison and his colleagues for rights, it further diluted its funding base. The provision that all stock must be sold at par meant that once rough waters were encountered there was no opportunity to survive through the sale of additional shares. Were things organized differently, enough stock could have been sold -- even at a discount -- to improve the situation. The failure of the Edison Phonograph Works to produce a rugged, child-proof, mechanism for the doll also meant that the Company lost much of its momentum once the devices were marketed. The uproar created by Edison's constantly shifting demands in the sale of foreign rights effectively closed that avenue as a source of additional income for the American Company. When an eventual offering was made in England in the Summer of 1890, the problematical state of the previous Edison phonograph licensees made it possible for threats of litigation to cause the promoters to withdraw the prospectus. Finally the obvious pique that caused the attachment of all completed dolls at the Edison Phonograph Works prevented the Company from realizing the needed income to survive.

The ultimate irony is that the doll is firmly entrenched in folklore as THE EDISON TALKING DOLL while the actual inventor's role has been ignored by the public.



## FOOTNOTES

1. See Laboratory Sheet -- Phonograph 23 November 1877. ENHS
2. Letter E. H. Johnson to U. H. Painter 5 January 1878. PP
3. "Edison's Watch and Clock Contract" [7 January, 1878] in Edison Speaking Phonograph Company. Articles of Association, By-laws, Contracts, Etc. 1879. [Printed] pp. 13-16 passim PP and ENHS
4. Ibid., p. 15
5. "Edison's Toy Contract" in ibid., pp. 8-9.
6. Ibid., pp. 10-11. See copies of agreements. Thomas A. Edison and J. James, 7th January 1878. ENHS
7. At this time Oliver D. Russell had already been joined by a Charles B. Harris in the contract. Roosevelt bought the Harris share. See "additional Toy agreement" in loc. cit. pp.11-12.
8. See testimony of William B. Hollingshead, September 12 and following, 1907. "Defendants' Proofs for final Hearing in American Graphophone Company versus Leeds and Catlin Company Edward F. Leeds, 1 Allen Sankey and Henry Leeds (U.S. Circuit Court for the Southern District of New York. In Equity, No.8570) Q116. NARC--Bayonne
9. Ibid., Q150, Q156-Q157.
10. Ibid., Q116, Q117.
11. See "Edison's Watch and Clock Contract" and Edison's Toy Contract" in loc.cit. The situation concerning the old toy contracts was summarized by Frank Roosevelt in an examination of the late Hilbourne L. Roosevelt's papers in "Mem. of papers relating to the Toy Phonograph" -- Frank Roosevelt 28 September 1888. ENHS
12. Letter E. H. Johnson to Thomas A. Edison 22 June 1887. ENHS W. W. Jacques came to the Telephone "Company in the fall of 1879 on the strength of a new insulation composed of beeswax and Venice turpentine ... and remained ... until ... sometime in the summer of 1896." Thomas D. Lockwood to C. P. Ware, Vice President of the American Telephone and Telegraph Company 24 January 1907. ATT Historical Library Box 1011. An organization chart contained in the same Box 1011 showed him employed as an electrical expert, 1 June

- 1880-1 June 1886 and then under retainer to 1 June 1905. The typescript of Joseph A. Gately's Reminiscences written shortly before his retirement on 31 August 1939) mentioned on p.19 that Jacques worked closely with James J. Storrow "who had charge of the prosecution of some 600 suits brought against infringers of the Bell patents." ATT Historical Library Box 1013. For more biographical details, see also Who Was Who in America, Vol.1, 1897-1942.
13. John C. Tomlinson to Thomas A. Edison 5 August 1887. ENHS
  14. Agreement between Thomas A. Edison and Lowell C. Briggs and William W. Jacques, 1 October 1887 [printed]. ENHS
  15. W. W. Jacques to Thomas A. Edison 17 October 1887; W. W. Jacques to Thomas A. Edison 21 October 1887. ENHS
  16. "Claims in patent of William W. Jacques, No. 383, 299 Combined Doll and Phonograph, dated 22 May 1888." ENHS
  17. Certificate of Organization -- Edison Phonograph Toy Manufacturing Company, 27 October 1887. Sec. of State - Corp. Div. -- State of Maine. An electrostatic copy is in my possession.
  18. Agreement between Thomas A. Edison and Lowell C. Briggs and William W. Jacques, 25 November 1887 [printed]. A memo directed to John C. Tomlinson detailing the points to be covered in the agreement exists at the Edison National Historic Site. ENHS
  19. Charles Batchelor. Record Books. Item 545, 6 March 1888; Item 547, 31 March 1888 and 6 April 1888; Item 550, 16 April 1888. ENHS
  20. Copy of communication to Lowell C. Briggs and W. W. Jacques from Thomas A. Edison ? May 1888. ENHS
  21. Laboratory Notebook -- Dolls [N87-12-26]. Entry for 24 September 1888. ENHS. In a letter addressed to Theodore F. Seward on 25 June 1888, Batchelor stated: "In answer to your letter to Mr. Edison of June 23, would say that the speaking capacity or the time of the doll phonograph, as we are at present making the models, is about six or eight seconds, sufficient to be able to get on a small verse, such as 'Jack and Jill' or 'Mary had a little lamb.' Of course it can be made to take much more, but at present that is what we are doing for the models." [Tissue letter book copy].

22. W. W. Jacques to Thomas A. Edison 13 November 1888; Thomas A. Edison to Edison Phonograph Toy Manufacturing Company, 14 November 1888. [Tissue letter book copy] ENHS
23. Evening Sun [New York] 22 November 1888. Clipping in document filed under Phonograph--Talking Doll. ENHS
24. A. O. Tate to Jesse Lipponcott, 11 December 1888. [Tissue letter book copy]. ENHS
25. W. W. Jacques, Patent No. 400,851, Phonograph Dolls dated 2 April 1889. ENHS
26. Memorandum of agreement, between the Edison Phonograph Toy Company and William Hope Dean of Toronto Canada. Boston, 20 February 1889. "The Phonographic Toy Company" in Commercial Bulletin [Boston, Mass] 16 March 1889. Much of the text of the article consists of sheer puffery, since it would have been impossible to start up a manufacturing operation and supply an untried product in the quantities proposed. ENHS
27. Memo 19 April 1889 signed by A. O. Tate. ENHS
28. Thomas A. Edison to Herman Trost 2 May 1889; Draft of letter, april 1889; To Whom It May Concern 2nd May 1889 [Tissue letter book copy]. All ENHS
29. To Whom It May Concern from Thomas A. Edison, 27 April 1889 [Tissue letter book copy] p.235 ENHS
30. William M. Clarke to A. O. Tate, 2 May 1889; 6 May 1889; 7 May 1889. ENHS
31. S. B. Eaton to A. O. Tate, 15 May 1889. ENHS
32. S. B. Eaton to A. O. Tate, 15 May 1889; A. B. Dick to Thomas A. Edison 19 May 1889; Edison Phonographic Toy Manufacturing Company. At a meeting of the Directors, 15 May 1889; W. W. Jacques to A. O. Tate 7 June 1889. ENHS
33. Thomas A. Edison to A. B. Dick, 27 May 1889. [Tissue letter book copy]. ENHS
34. See A. B. Dick to Thomas A. Edison, 27 May 1889. Also A. B. Dick to Thomas A. Edison, 19 May 1889; 3 June 1889; 11 June 1889. All ENHS
35. Philip S. Dyer to Thomas A. Edison, 6 June 1889; 7 June 1889. ENHS

36. Edison Phonograph Toy Manufacturing Company, 15 May 1889. At a meeting of the Directors. ENHS
37. Edison Phonograph Toy Manufacturing Company, 24 May 1889. ENHS
38. James F. Kelly to Samuel Insull, 11 July 1889. ENHS
39. William Ratcliffe, Jr., to Benjamin F. Stevens, 11 July 1889 12 July 1889. [Typed copies]. ENHS
40. Agreement, Edison Phonograph Company with Edison Phonograph Toy Manufacturing Company, 6 August 1889. [Printed]; Agreement, North American Phonograph Company and Edison Phonograph Toy Manufacturing Company, 6 August 1889. [Printed]; letter to A. O. Tate, 30 July 1889. All ENHS
41. Text included in confirming letter A. O. Tate to Samuel Insull, 23 August 1889. ENHS
42. Charles Batchelor to Edison Phonograph Toy Manufacturing Company, 8 August 1889. [Tissue letter book copy]. ENHS
43. Mrs. E. L. Fernandez, General Dramatic and Musical Agency to E. S. Allien, 16 September 1889. ENHS
44. See A. O. Tate to B. F. Stevens, 8 October 1889. [Tissue letter book copy]; Benjamin F. Stevens to A. O. Tate 20 October 1889. Both ENHS
45. S. B. Eaton to Thomas A. Edison, 18 September 1889. Item (9) in this letter. ENHS
46. Samuel Insull to A. O. Tate, 6 November 1889; A. O. Tate to Samuel Insull, 8 November 1889. [Tissue letter book copy]. ENHS
47. T. C. Crawford to Edison Phonograph Toy Manufacturing Company, 30 October 1889. [Copy] A. O. Tate to F. Z. Maguire 8 November 1889. [Tissue letter book copy]; Daniel Weld, Secretary of Edison Phonograph Toy Manufacturing Company to T. C. Crawford [Copy] 9 November 1889; A. O. Tate to M. Field 22 November 1889; A. O. Tate to Benjamin F. Stevens, 28 November 1889. ENHS
48. D. M. Yeomans to Edison Phonograph Toy Manufacturing Company, 29 November 1889. [Pressed copy]. ENHS
49. To Whom It May Concern [regarding D. M. Yeomans] from Thomas

- A. Edison, 11 December 1889. [Tissue letter book copy]. ENHS
50. E. S. Allien to Charles Batchelor 22 December 1889; Charles Batchelor Record Book. Item 642, 19 January 1890. Item 644 dated 27 January 1890 gave expansion figures for the wax rings: "Expansion of wax for Doll rings" @ 66 Faht. inside 2.729 diameter; @39 Faht. inside 2.717 diameter; @27 Faht. inside .012. ENHS
  51. Thomas A. Edison Edison Phonograph Works, 20 January 1890. ENHS See also Agreement waiving royalty. The North American Phonograph Company to the Edison Phonograph Toy Manufacturing Company, 31 January 1890. [Printed]. Both ENHS
  52. See [Financial statement] Edison Phonograph Toy Manufacturing Co., 29 January 1890. ENHS
  53. Received on the Edison Phonograph Toy Manufacturing Company. \$10,000. Signed by Thomas A. Edison 30 January 1890. [Typed copy]. Thomas A. Edison [per John Randolph] to German National Bank, 30 January 1890. [Tissue letter book copy from Randolph's book] ENHS
  54. A. O. Tate to A. MacGrithar, Edison Phonograph Works, 31 January 1890. ENHS Because of the numbers called for in the contract, all publicity used the 500 figure whether it had been attained or not.
  55. See article in La Science Illustrée pp. 23-24 [undated clipping]. ENHS Charles Batchelor Record, Item 646, Item 655, 28 February 1890. Item 657, 7 March 1890. ENHS Sybill McFadden, "Mr. Edison's astonishing doll", (Hobbies, August 1983, pp. 41-44) has excellent photographs of an original doll and the box in which it was sold. Note also that the Batchelor Item 657 listed the twelve messages.
  56. An ad appearing in the Lyceum's program listed the messages. Scientific American April 26, 1890, front cover and p. 263.
  57. Horace Partridge and Company to Edison Phonograph Toy Manufacturing Company, 25 April 1890. [Typed copy] ENHS
  58. A. O. Tate to S. B. Eaton, 7 May 1891. [Tissue letter book copy]. "During the course of manufacture the Toy Company accepted delivery from the Edison Phonograph Works of 10,000 dolls complete with mechanisms. Of these there are about 7500 stored in a portion of the doll building which was used by the Doll Company for a packing room ..." See also ledger sheets included with "Declaration of Thomas A. Edison applying creditor [18 August 1892] in John H. Wood versus

- Edison Phonograph Toy Manufacturing Company (New Jersey, Supreme Court.) ENHS
59. Thomas A. Edison to Edison Phonograph Toy Manufacturing Company, 17 April 1890. [Tissue letter book copy]. See also A. O. Tate to Daniel Weld, Secretary, Edison Phonograph Toy Manufacturing Company, 4 March 1890; A. O. Tate to Thomas A. Edison, 8 March 1890; A. O. Tate to Thomas A. Edison, 11 March 1890; A. O. Tate to Daniel Weld, Secretary, Edison Phonograph Toy Manufacturing Company, 19 March 1890. [All tissue letter book copies]. ENHS
  60. Telegram. Thomas A. Edison to Daniel Weld, 25 April 1890. [Typed copy]. ENHS
  61. W. W. Jacques to Edison Phonograph Toy Manufacturing Company, 14 April 1890. [Typed copy]. This was accompanied by a typed copy of a linen of the drawings to accompany the specifications of application 343075. ENHS
  62. A. O. Tate to B. F. Stevens, 21 April 1890; Daniel Weld, Secretary to A. O. Tate, 26 April 1890. It should be realized that when Jacques mentioned interfering with Edison he was referring to a Patent Office interference proceeding. ENHS
  63. B. F. Stevens to A. O. Tate, 27 April 1890. ENHS
  64. Agreement waiving royalty between the North American Phonograph Company to the Edison Phonograph Toy Manufacturing Company, 30 April 1890. [Printed] p.3 Edison Phonograph Toy Manufacturing Company to Thomas A. Edison, 23 June 1890. ENHS The patents were 341,214, 341,288 and 375,579.
  65. Ledger sheets in "Declaration of Thomas A. Edison, applying creditor" in loc.cit. ENHS
  66. Daniel Weld to A. O. Tate, 2 June 1890; clipping from Boston Herald, 2 June 1890. ENHS
  67. Edison Phonograph Toy Manufacturing Company to Thomas A. Edison, 18 July 1890. ENHS
  68. D. M. Yeomans to Daniel Weld, Secretary, Edison Phonograph Toy Manufacturing Company, 2 July 1890 [typed copy]; Thomas A. Edison to Edison Phonograph Toy Manufacturing Company, 25 July 1890. [Tissue letter book]. ENHS
  69. Collette and Collette, Solicitors for the Edison Phonographic Toy Company Limited to Edison Phonograph Toy Manufacturing Company, 2 August 1890 [typed copy]; John

- Diggles to J. W. Mackintosh, 2 August 1890 [typed copy]; Edison Phonograph Toy Manufacturing Company to Collette and Collette, 11 August 1890 [typed copy]; Edison Phonograph Toy Manufacturing Company, to Thomas A. Edison, 11 August 1890; Edison Phonograph Toy Manufacturing Company, to A. O. Tate, 11 August 1890. Agreement waiving royalty between the North American Phonograph Company to the Edison Phonograph Toy Manufacturing Company, 29 September 1890. [Printed]. S. B. Eaton to Thomas A. Edison, 5 August 1890; Edison Laboratory to Samuel Insull, 11 September 1890; Edison Phonograph Toy Manufacturing Company to Edison Phonograph Works, 19 November 1890; [unsigned] to Edison Phonograph Toy Manufacturing Company 22 November 1890. [Tissue book and regular copies] ENHS
70. Message received over the telephone from Mr. Tate, Boston, Mass.: 4:50 p.m., 7 October 1890 with Edison endorsement on bottom. A. O. Tate to Daniel Weld 23 October 1890 [Tissue letter book] ENHS
71. See Thomas A. Edison to Benjamin F. Stevens, President, Edison Phonograph Toy Manufacturing Company, 21 October 1890 [Tissue letter book copy -- very indistinct]; A. O. Tate to Daniel Weld, 23 October 1890. [Tissue letter book copy]. ENHS
72. A. O. Tate to Daniel Weld, 23 October 1890; [Tissue letter book copy]; A. O. Tate to Daniel Weld, 23 October 1893; [Tissue letter book copy]; A. O. Tate to Samuel Insull, 23 October 1893; [Tissue letter book copy]. All ENHS
73. "...true copy of a preamble and votes passed by the Board of Directors of the Edison Phonograph Toy Manufacturing Company," 27 October 1890; "...true copy of a preamble and resolution passed by the Board of Directors of the Edison Phonograph Toy Manufacturing Company," 27 October 1890. Both ENHS
74. Thomas A. Edison to Edison Phonograph Toy Manufacturing Company to Edison Phonograph Works, 19 November 1890. ENHS
75. Benjamin F. Stevens, Edison Phonograph Toy Manufacturing Company to Edison Phonograph Works, 19 November 1890. ENHS
76. See Edison Phonograph Toy Manufacturing Company to Edison Phonograph Works, 26 November 1890; A. O. Tate to Henry C. Ware, Edison Phonograph Works, 2 December 1890 [Tissue letter book copy]; A. O. Tate to E. H. Lewis, 5 December 1890. [Tissue letter book copy] ENHS

77. For example see letters A. O. Tate to John F. Bamchor 23 December 1890 and A. O. Tate to W. I. Brock 5 January 1891 as samples [tissue letter book copies]. A letter from S. B. Eaton to Thomas A. Edison 9 January 1891 informed Edison of his rights of termination. Scrawled across the top of it was Edison's note "Notify them of termination." The formal notice of termination was dated 21 January 1891. ENHS
78. A. O. Tate to S. B. Eaton 3 February 1891 [typed copy or tissue letter book copy]. The summonses of the Edison Phonograph Toy Manufacturing Company were dated 18 February 1891 and 19 February 1891, "and were handed to a servant in Mr. Edison's house yesterday morning, 23rd instant, and by this servant given to Mr. Edison." A. O. Tate to S. B. Eaton 24 February 1891 [tissue letter book copy] Edison Phonograph Toy Manufacturing Company versus Edison Phonograph Works. (U. S. Circuit Court for the District of New Jersey. On Contract No.3280) ENHS; NARC-Bayonne.
79. S. B. Eaton to Thomas A. Edison 10 March 1891. ENHS
80. Edison Phonograph Toy Manufacturing Company to Daniel Weld Trustee-Mortgage on Personal Property. Rec'd ... 21st day of May A.D. 1892. ENHS
81. Thomas A. Edison to S. B. Eaton 23 May 1892 [Tissue letter books]. A suit for which a claim was prepared by Edison may represent such an action as Edison envisaged. John H. Wood versus the Edison Phonograph Toy Manufacturing Company. (New Jersey, Supreme Court.) ENHS
82. A. O. Tate to J. Adrience Bush 4 October 1892; A. O. Tate to Thomas A. Edison 31 October 1892; A. O. Tate to Thomas A. Edison 17 November 1892. All ENHS It is possible that Emile Berliner heard of the possibilities of the company resuming manufacture and thus sparked his interest in marketing his toy gramophone through them as mentioned in Fred Gaisberg's. Music on Record.
83. Agreement. Edison Phonograph Toy Manufacturing Company and Edison Phonograph Works and Thomas A. Edison and John W. Macintosh, Mortgagee and John W. Macintosh and William E. Gilmore, Trustees. Dated, November 20, A.D. 1895. The remaining portion of the agreement carries an internal date of 13 January 1896. ENHS
84. Certification of George M. Seiders, Attorney General of Maine, 6 August 1901. Edison Phonograph Toy Manufacturing Company File -- Secretary of State -- Maine.