The Manyalawi Case

القضية المنيلاوي

This is a set of internal letters of "Gramophone" company that were exchanged between the representatives and lawyer of the company in Egypt and the mother company "Gramophone". These letters show the relations the company has with the great Manyalawi, who stayed on the hit parade of their sales until 1930, which means about twenty years after his death in 1911. Among what these letters show is how they tried to cheat on him by declaring that some recordings were damaged, so he had to record some extra songs. "Gramophone" released all the "damaged" recording after he passed away.

هذه مجموعة من الرسائل الداخلية لشركة غراموفون بين موظفي الشركة ومحاميها في مصر والشركة الأم. تظهر هذا الرسائل علاقة الشركة مع أهم مطرب لديها الشيخ يوسف المنيلاوي، الذي بقي في قمة مبيعات شركة غراموفون حتى سنة ل هـ م اي ما يقارب العشرين سنة بعد وفاته. وتظهر الرسائل كيف خدعت الشركة الشيخ يوسف بأن إدعت أن عددا من التسجيلات قد تلفت مما اضطره لتسجيل المزيد من الأغاني دون بدل. وعندما توفي المنيلاوي سنة مهـ م قامت شركة غراموفون بإنتاج وتوزيع التسجيلات التي أوحت أنها تلفت.

Foundation for Arab Music Archiving & Research
مؤسسة التوثيق والبحث في الموسيقى العربية

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DOCUMENT -1-

Egypt No 1/2 16
210-2

:gramimi
MMOFONO" MILANO
ONO Nº 8094.

THE GRAMOPHONE COMPANY (ITALY) LIMITED

CENTRALE PER ITALIA-SVIZZERA-GRECIA-MALTA-EGITTO-TRIPOLITANIA

DIRETTORE

TRADE MARK "GRAMOPHONE"

MILANO
PIAZZA ELITTICA (Palazzo Savonelli)

C.M.

Milan, li 4th, January 1905 19

LONDRA
BERLINO
PARIGI
VIENNA
PIETROBURGO
BRUXELLES
AMSTERDAM
SIDNEY
CALCUTTA
BARCELLONA

RECEIVED
6 JAN 1905
A

Theodor B.Birnbaum Esq.

The Gramophone & Typewriter Ltd.

London.E.C.

Dear Mr. Birnbaum,

Egypt.

When I met you at Lucerne you impressed upon me the desirability of developing our trade in Egypt, and on my return to Milan I took the matter up without delay, and sent our best traveller to Egypt with full instructions how to act. The result has been that our monthly sales in Egypt which had previously averaged between 3 and 4000Francs have gone up to about 12,000 Francs. As things are arranged at present, we are very far from being well equipped to develop the Egyptian trade properly. The Odeon Cº. has actually a considerably larger catalogue of Arabian records than we have, and although they are not as good as ours, the larger selection is distinctly telling in their favour. This is an unavoidable drawback which I trust will be set aright as soon as Darby is available on his return from

India to take Egyptian records. Another effect in our organisation in Egypt is that up to the present we are supplying our buyers there direct from Hanover & London, so that they cannot get our goods at a short notice, and most of them complain of this, and point out that the Odeon Cº. which holds stocks in Egypt can supply them at short notice with any goods they may require. Our traveller estimates that the Odeon Cº. are doing fully as much as we are, perhaps more, which is not a satisfactory state of affairs. As far as I can see we are only at the beginning of things in Egypt, and there seems to be considerable scope for development there. I therefore think the time has arrived to suggest to you the advisability of opening a small sub-branch at Alexandria where a limited stock of suitable records and machines would always be held. The traveller I sent to Egypt is a reliable and fairly capable man, and I think he is quite equal to looking after such a small establishment. If you are in favour of this scheme I would like to run over to Alexandria and Cairo and have a look at the market before the matter is definitely decided and at the same time start this branch, should my views on the subject not undergo any change after seeing the market. If we do this it will be well to do it now in the full season and so as to be ready to thoroughly push the sales of the new records which I hope we will

soon be taking there. Such a branch has a great deal more sense for us than the little branch I closed down at Lucerne,and I think that it will do a great deal more business.

Awaiting the favour of your reply,Iremain,

Yours truly.

[illegible]

DOCUMENT -2-

46269

PER TELEGRAMMI
"GRAMMOFONO" MILANO
A. B. C. Code used
5th Edition

DIRETTORE
KENNETH MUIR

TELEFONO N. 80-94

THE GRAMOPHONE COMPANY (ITALY) LIMITED

PIAZZA CORDUSIO
PALAZZO SAVONELLI

A.B.

MILANO, March 30th. 1907.

THE GRAMOPHONE & TYPEWRITER LTD.
LONDON. E.C.

RECEIVED
-2 APR. 1907
ANSWERED

Dear Sirs,

EGYPTIAN RECORDING ALLOTMENT - In reply to your letter of the 27th. inst. Mr. Sarter has estimated his recording requirements at 2000 Pounds for Joussuf and 2000 Pounds for all the rest of the recording which includes contracts with one or two important singers . The question of Joussuf has still to be decided by Mr. Muir at Cairo itself and the transfer would only be made after his telegraphic advice to this effect. The remaining sum however should be transferred without delay. We are surprised that this had not been included in the last Egyptian estimate of cash requirements sent to London or that they have not made any direct application for the transfer.

Yours truly :
The Gramophone Company (Italy) Limited
IL DIRETTORE
Kenneth Muir

£ 1000

DOCUMENT -3-

Copy sent Milan 9/4.

40492

B/G April 9th 7

Kenneth Muir, Esqr.,
(or Milan) C a i r o.

Dear Mr. Muir,

Egyptian Recording Allotment. Your letter of the 30th March has been placed before me. I note that in addition to the allotment of £2,000. for Joussef, you ask for £2,000. for the rest of the recording. In a former letter you mentioned £400. as the probable amount which Mr. Sarter would require.

The allotment for Egypt was originally £2,000, and the maximum figure which I discussed for it with you, including celebrity artistes, was £3,000. If we add £1,400. to the £1,600 already spent, this brings us to the £3,000 without allowing for Joussef: adding the latter we have a recording allotment of £5,000, or properly speaking £6,000, taking into account the royalty later due to Joussef on each year's sales. This is beyond all bounds.

Egyptian Sales average, for the last three months, £2,500. On examining the Cairo Balance Sheet, I find out of total sales of £13,607, about £8,000 are motors, leaving record sales of some £5,000. Even assuming that these are doubled, we have record sales of £20,000 per annum on an expenditure of £5,000, or 25%, as against 6.40% which is the maximum figure which we allow in our estimates for recording allot-

ments.

In dealing with Record Sales, I have left entirely out of the question the number of European records which are included in your sales, which must amount to a very fair proportion. Will you please ascertain, during your stay, the proportion of native to total sales. You had better give me the fullest particulars possible which can, in any way, justify our heavy outlay, as I expect a heated discussion on the question of Recording at the next Managers' Meeting.

Sarter. Sarter has never replied to my question as to whether the records, being sung by Joussef before the termination of the Orosdi contract, can be seized by Orosdi, even if they were published after its expiration. I shall rely on you to satisfy yourself on this and other points before any payment is made to Joussef. You have received full copies of my correspondence with Sarter on the subject.

I am inclined to say that you must confine your recording, outside Joussef, to a maximum outlay of £1,000 - and I have instructed the Counting House accordingly. This brings your outlay for the year (excluding Joussef) to £2,500.

Will you please take note that in view of the extremely heavy demands for recoraing, I propose to confine recording trips to outlying territory to one per annum, instead of two.

Yours truly,

THE GRAMOPHONE & TYPEWRITER LIMITED

DOCUMENT -4-

48188

Copy letter.

Shepheard's Hotel.
CAIRO.
April 17th 1907.

Dear Mr. Birnbaum,

Egyptian Recording Previous to the conclusion of the Yussuf Contract we had an agreement already with El Saba who is the third singer in order of merit and will be red-seal. This absorbs £900 for the singer and £150 for the accompanying singers and music. We have made only one other artiste for £55 but Gaisberg's expenses have to be added so that we will be £250 - £300 beyond the allotment. The other singers of secondary importance and the Syrian Recording, I have cut out. There is to be no autumn session here so that from November of this year onwards for 12 months we will not be issuing any new records. I do not quite follow the argument that our expenditure on Recording should be small because our sales have been small. Egypt is doing a trade of nearly £9,000 per month in talking machines and Arab records; of this

Machines £3,000 Records £6,000

Of this trade we are doing

Machines 65 per cent Records 10 per cent.

Blumenthal is doing

Machines 10 per cent Records 85 per cent.

But Blumenthal has always spent two or three times as much on Recording as the Gramophone Company and has made it pay handsomely. This being the case, why not the Gramophone Company? We have shown a decent profit on what is virtually a machine trade, and there is nothing of a very speculative nature in recording here now that we

have begun to understand what is wanted. The proportion of European Record Sales to Arabic is as follows -

European monthly sales	800 records.
Arabic " "	4,200 "

Blumenthal's average monthly sales of records almost entirely Arabic is 30,000. We calculate to quadruple our present average towards the end of this year. In the past the singers in order of merit have been divided as follows :-

Odeon.	Gramophone	Beka
---------	------	(1) Cheik Yussuf
(2) Cheik Salaam	------	------
(3) El Saba	------	------
(4) Abdel Hai	(4) Abdel Hai	------

From next November onwards the division will be as follows :-

Odeon	Gramophone.
(1) ------	(1) Cheik Yussuf.
(2) Cheik Salaam	------
(3) El Saba	(3) El Saba
(4) Abdel Hai	(4) Abdel Hai
(5) ------	(5) Bamba

and Beka almost drops out as their old Yussuf Records were always bad and now the matrices are getting worn and they are worse still - practically worthless in fact.

This shows how the balance is shifting round in our favour. Syria has to be worked up and Egypt is by no means exhaustively exploited yet and the trade seems to be steadily increasing.

Yours very truly,

(signed) K. Muir.

DOCUMENT -5-

Adresse Télégraphique
GRAMOPHONE-CAIRE.

A.B.C. Code Used
5th Edition

Manager K. Fr. VOGEL

P. O. B. 1038
TELEPHONE 2122

شركة الجراموفون ليمتد * مصر * مركزها بالقطر المصري لتركيه ولاسيا ولسورية

THE GRAMOPHONE COMPANY (ITALY) LIMITED

Siège pour l'Egypte, la Turquie, l'Asie Mineure et la Syrie

RUE MOUSKY — LE CAIRE (Egypte)

July 8th 1907.

The Gramophone & Typewriter Limited,
London.

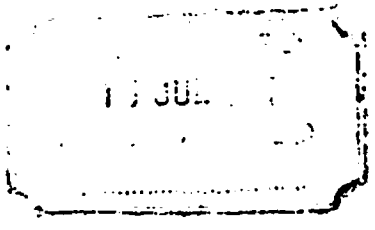
Dear Sirs.

We beg to confirm our cablegram of to day as follows:
"II0402,84059,259654,255268,63708"
These figures represent the following particulars:

Gramophone net salesJune,	II0402,-
Zonophone net sales, "	84059,5
Collections including bills,	259654,6
General Bank Balance at this date,	255268,4
Manager's Bank Balance "	63708,7

Yours faithfully.

MANAGER



DOCUMENT -6-

83[illegible]05

RECORDING

3861

A.B.C. Code. 5th edition used

Telegraphic Address: Gramophone.

K.F. Vogel - Manager.

Telephone Nr. 2833 and 1491

The Gramophone Company Ltd.

Direction:

Alexandria (Egypt) 6th. March 1913.

Post Box 444.

RECEIVED
15 MAR 1913
ANSWERED

The Gramophone Company Ltd.,

Hayes.

Recording Department.

Dear Sirs,

Late Cheik Youssef El Minialawi.

The Royalty Account of late Cheik Youssef is made up as follows:

Royalty due on the 30th. June 1911.....P.T. 8005.0

" " " " 31st. December 1911..... " 4480.0

" " " " 30th. June 1912..... " 9580.0

to his credit P.T.22065.0.

not yet paid by us.

The Goods Account, goods taken by late Cheik Youssef during his life, shows a sum of.....P.T.11213.8 to his debit.

When Cheik Youssef was living, we never insisted on having the Goods A/C. settled, because otherwise he would have made all sorts of difficulties to repeat records and if forced to repeat notwithstanding, he would certainly have sung carelessly. We had also an other idea, viz. instead of letting him repeat records, which were good

and did not need to be repeated, we managed to let him sing new songs instead. In so doing we actually have another 18 double sided good records of late Cheik Youssef to publish. We have already published 46 D/S. records and as per contract we are authorized to publish another 4 D/S. records, but we can not very well publish the other 14 D/S. records without difficulties with the heirs, as the contract with Cheik Youssef was made only for 50 D/S. records.

When Cheik Youssef died, we immediately claimed from the heirs the settlement of his Goods A/C., and as they made difficulties to pay we took the opportunity to try to come to an arrangement, as per enclosed draft contract, withholding up to now the payment of the royalty due since the death of Cheik Youssef.

If we arrive to have the enclosed contract signed (with Arabs you are never sure of a conclusion till the end, but as we had to ask your authorization we could not beat the iron as long as it was hot), we shall pay the whole amount of royalty earned by late Cheik Youssef to the heirs and desist from the claim of P.T. 11213.8 for goods taken, but in exchange we shall have 14 D/S good records of Cheik Youssef to publish without any royalty to pay on them. Naturally the heirs believe that only 2 to 3 records are available. If you consider the importance of the Cheik Youssef records, we think that this would be a splendid transaction.

In view of the above we asked in our requirement sheet of February P.T. 22065 for royalty due to Cheik Youssef, but you sent only P.T. 9180 stating that you were sending only this amount being the royalty due for the half year ending 30th June 1912, as you understood, that the royalty for the other two half years asked for had

* the draft contract file

GRAMOPHONE COMPANY, LIMITED.

№ 2.

already been paid.

Kindly inform me whether you agree to the transaction, so that I may do my best to come to a prompt conclusion and remit the P.T. 12885.-. you did not transfer last time..

Yours faithfully

THE GRAMOPHONE Co. LIMITED

1 Encl.

9114 DOCUMENT -7-

38578

A.B.C. Code 5th edition used

K.F. Vogel-Manager.

RECORDING.

Telegraphic Address "Gramophone"

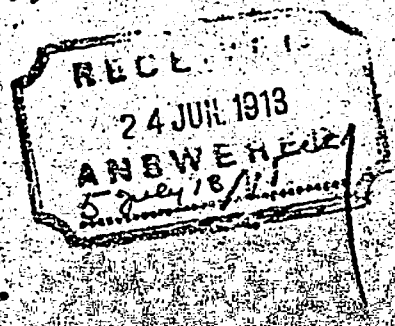
Telephone Nr. 2833 and 1424

The Gramophone Company Ltd

"Direction."

Alexandria (Egypt) 16th June 1915.

Post Box 444.



The Gramophone Company Ltd.,

Recording Department.

Hayes.

Dear Sirs,

Referring to your favour of the 7th of April

re CHEIK YOUSSEF

I beg to enclose the Opinion of my Egyptian legal adviser.

A prompt decision would greatly oblige and is urgently needed, if you agree to the transaction. Kindly remit also eventually the necessary funds.

Yours faithfully

THE GRAMOPHONE CO. LTD.

Manager.

GEORGES NASSIF
AVOCAT PRÈS LA COUR D'APPEL
جورج ناصيف
الاوكاتو لدى محكمة الاستئناف

TÉLÉPHONES: Domicile 2627
Cabinet 2021

LE CAIRE, le
13 Rue El-Manakh

RECEIVED 19
24 JUN 1913
ANSWERED

NOTE CONFIDENTIELLE

Note par M.Georges Nassif,Avocat,au Caire (Egypte) en réponse au Memorandum du 2 Avril 1912 du Département du Contentieux. de la Gramophone Co.Ltd. (Hayes,Middlesex)

---------- o ----------

ler.paragraphe:

Le Directeur précédent de la Gramophone Co.à Alexandrie, (Sachs) avait passé un contrat avec Cheik Youssef,en vertu duquel ce dernier recevait une somme de £.6000 (sixmille) pour chanter cinquante disques double face.

Pour Cheik Youssef et sa réputation et ce qu'il gagne en Egypte,ces honoraires étaient fantastiques et l'on aurait pu certainement lui faire chanter le même nombre de disques pour moins de la moitié de cette somme.

De plus,il avait droit à P.IO sur chaque disque vendu,ce qui rendait le contrat plus onéreux encore pour la Compagnie.

Cela étant,M.C.F.Vogel et son collaborateur,M.Joseph Adem, voulant réparer,dans une certaine mesure,au profit de la Gramophone Co. le grand dommage subi par cet accord avec Cheik Youssef,ont fait croire à ce dernier qu'un grand nombre de ses disques était mal enregistré et qu'il y avait lieu de répéter,en conséquence,un grand nombre d'enregistrements.

GEORGES NASSIF
AVOCAT PRÈS LA COUR D'APPEL
جورج ناصيف
المحامي لدى محكمة الاستئناف
TÉLÉPHONES: Domicile 2627
Cabinet 2021

RECEIVED
24 JUL 1913

LE CAIRE, le 19
13 Rue El-Manakh

(suite) (P.2)

Avec beaucoup de tact, de finesse et de patience, l'on arriva vers à faire chanter Cheik Youssef, mais ni lui de son vivant ni ses héritiers apres lui n'ont su et ne savent qu'il a chanté dix-huit faces en sus des 50 disques double face en réalité bien réussis, mais ils ont toujours cru que les enregistrements additionnels avaient pour simple but de parfaire la quantité de 50 disques soi disant partiellement réussie.

En effet, s'ils arrivaient à connaître la réalité, ils s'empresseraient très probablement de réclamer à la Compagnie la valeur des neuf disques d.f. supplémentaires, non seulement sur la base de £.E.20 le disque d.f. ce qui fait £.E.180, mais sur une base supérieure étant donné que le Cheik est décédé et que ces chants posthumes ont certainement plus de valeur que les premiers et qu'en l'espèce il n'y a pas de "royalty" à toucher perpétuellement comme il sera indiqué sub. lettre paragraphe II.-

De ce qui précède l'on voit clairement que ces chants supplémentaires n'ont rien à voir avec la marchandise vendue à Cheik Youssef et restant impayée.

L'ont voit également pourquoi ses héritiers doivent croire "naturellement" que seulement deux ou trois disques existent en sus des 50 disques d.f. car s'ils sont disposés à se taire sur

GEORGES NASSIF
AVOCAT PRÈS LA COUR D'APPEL
جورج ناصيف
المحامي لدى محكمة الاستئناف
Téléphones: Domicile 2627
Cabinet 2021
LE CAIRE, le 24 JUIN 1918 19
13 Rue El-Manakh

(suite) (P.3)

2 ou 3 chansons moyenant une remise de marchandises d'une valeur de £ II4 environ, ils ne le seraient probablement pas s'ils arrivaient à savoir qu'il s'agit de I8 chansons d'une valeur de plus de £.2000.- ؟ £١٥٤٠

\+

\+ \+

2ème paragraphe.

Les I8 nouvelles chansons ayant été enregistrées sans contrat d'aucune sorte et même sur une base d'erreur de la part du Cheik Youssef, il n'y a plus lieu d'examiner la question de la "royalty" puisque cette queation n'existe même pas en l'espèce.

Ce que les Hoirs Cheik Youssef auraient le droit de réclamer éventuellement (sauf examen du bien fondé de leur réclamation qui pourrait être repoussée eventuellement) c'est la valeur des I8 Chansons. Cette valeur se détermine et s'apprécie: I) sur la base de £ I20 par disque plus une majoration motivée par le décès du chanteur; 2) en calculant une somme supplémentaire représentant le capital approximatif qui produirait la somme perpétuelle correspondant à la "royalty"

\+

\+ \+

3ème paragraphe

a) J'ai déjà expliqué sub.paragraphe II comment les I8 chan-

GEORGES NASSIF
AVOCAT PRÈS LA COUR D'APPEL
جورج ناصيف
المحامي لدى محكمة الاستئناف
TÉLÉPHONES: Domicile 2627
Cabinet 2021

LE CAIRE, le _____ 19.
13 Rue El-Manakh

(suite) (P.4)

sons n'ont aucun rapport commun avec le contrat originel.

b) J'ai également expliqué comment les Hoirs Cheik Youssef n'auraient droit qu'à des sommes fixes, calculées il est vrai en tenant compte de la "royalty" comme base d'appréciation. Mais, en tous cas, ces sommes leur seraient allouées à titre de capital en contre valeur en une seule fois globalement.

c) Ma opinion c'est qu'il est préférable de signer un contrat définissant, éclaircissant et tranchant une fois pour toutes la situation, car telle qu'elle se présente et dans le cas de publication des 18 chansons, la Compagnie s'expose à ce que les Hoirs Cheik Youssef lui intentent un procès comme il a été exposé ci-dessus;- ce qui ne veut pas dire qu'ils auront certainement gain de cause, mais il est toujours préférable et prudent de régler sa situation du moment que la chose est possible.

\+
\+ \+

4ème. paragraphe (commençant par les mots: When such opinio..

Cela étant posé il est naturellement préférable de renoncer au prix des marchandises, facturées à P.II245, soit L.II4 environ mais dont le prix de fabrication pour la Cie. est certainement moindre, en compensation, non seulement du non payement de la royalty (ou de la contre-valeur de la royalty) sur les 18 chansons, mais

GEORGES NASSIF
AVOCAT PRÈS LA COUR D'APPEL
جورج ناصيف
المحامي لدى محكمة الاستئناف
TÉLÉPHONES: Domicile 2627
Cabinet 2021
LE CAIRE, le _____ 19
13 Rue El-Manakh

(suite) (P.3)

encore et surtout sur la valeur des dites chansons, valeur qui s'élevrait à plus de £.2000 soit après de vingt le prix de Facture des marchandises vendues à Cheik Youssef.

+
+ +

A) Bonne note est prise: J'écrirai le contrat en langue Française pour l'appuyer catégoriquement.

B) Je ne suis pas d'avis de préciser et je crois que "elsewhere" est le meilleur ~~expression~~ terme et cela afin d'eviter toute chance de discussion à l'avenir.

C) Naturellement

D) Do.

E) Do.

+
+ +

J'ai l'honneur de Vous présenter, Messieurs l'expression de ma considération distinguée.

Georges Nassif
5/6/13.-

DOCUMENT -8-

REPORT for the BOARD October 8th 1913

CHEIKH YOUSSEF CONTRACT

The Managing Director reports that under the agreement with the late Cheikh Youssef we are entitled to issue 50 D/S records subject to a royalty of 5 Piastres on each record sold - that we hold original shells of numbers made by this artiste sufficient for an additional 14 D/S records, and that there is a debit amounting to Ps.11,234.8 (£115) standing in the books of the Alexandria Branch against the late Cheikh Youssef for goods supplied.

The Managing Director applies for permission to enter into an agreement with the heirs of the late Cheikh Youssef and to obtain the right to issue, free of royalty, the 14 additional D/S Cheikh Youseef records, and to write off in return the sum of Ps.11,234.8 (£115) standing to the debit of the late Cheikh Youssef's account.

DOCUMENT -9-

54156

S

RECORDING

I/G October 10th 1913

Recording

Mr. K. F. Vogel,
The Gramophone Coy Limited,
Alexandria.

Dear Mr. Vogel,

the late Cheikh Youssef.

- - - - - - - - - - - - - -

Please note that the Board grant you permission to enter into an agreement with the Heirs of the late Cheikh Youssef - to issue free of royalty, the 14 double-sided records made by the late Cheikh over and above the 50 double-sided records covered by the present agreement-- in return for which the Company will "write off" the amount of 11,243.8 piastres (£115) at present standing to the debit of Cheikh Youssef for goods supplied.

Yours faithfully,

DOCUMENT -10-

10085

56918

K. Fr. Vogel

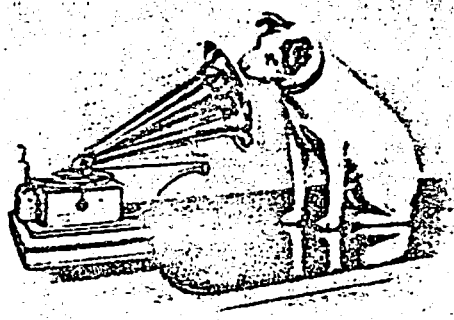
SOLE CONCESSIONAIRE OF THE GRAMOPHONE CO., LTD.
FOR
EGYPT, SUDAN, ABYSSINIA, OTTOMAN EMPIRE, GREECE, SYRIA, PALESTINE & CYPRUS.

BANK: ANGLO-EGYPTIAN BANK.

TELEGRAMS OR CABLE:
GRAMOPHONE, ALEXANDRIA.

CODES: A. B. C. 5TH EDITION.
LIEBERS 5 LETTER.

TELEPHONE: 40-14.



RETAIL BRANCHES:
ALEXANDRIA,
SHERIF PASHA ST., 28
TELEPHONE: 1494.
CAIRO,
SHAREK MAGHRABI,
CONTINENTAL BUILDINGS,
TELEPHONE: 2122.

RECEIVED
-9DEC1921
ANSWERED.

HIS MASTER'S VOICE.

30th November 1921.

ALEXANDRIA,
P.O.B 414.
RUE STAMBOUL 2.

W. N. COOPER, ESQ.,

Secretary of the Gramophone Company Ltd.

Hayes.

Sh

Dear Mr. Cooper,

I confirm my letter of the 17th inst. and beg to enclose a letter received from Messrs. S. Audi & Frères, Beyrouth, as well as Copy of my reply.

From an information received, it seems that actually our Cheik Youssef, Abdel Hay and other Arabic records are ~~actually~~ available in America.

Yours faithfully

K. Fr. Vogel

K. Fr. Vogel

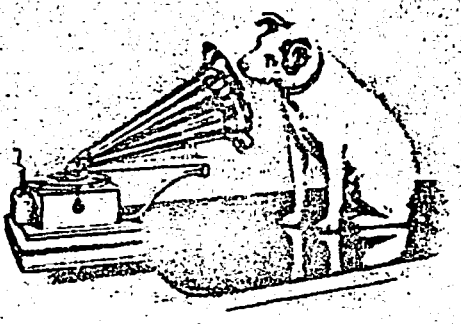
SOLE CONCESSIONAIRE OF THE GRAMOPHONE CO., LTD.
FOR
EGYPT, SUDAN, ABYSSINIA, OTTOMAN EMPIRE, GREECE, SYRIA, PALESTINE & CYPRUS.

BANK: ANGLO-EGYPTIAN BANK.

TELEGRAMS OR CABLE:
GRAMOPHONE, ALEXANDRIA.

CODES: { A. B. C. 5TH EDITION.
LIEBERS 5 LETTER.

TELEPHONE: 40-14.



RETAIL BRANCHES:
ALEXANDRIA.
SHERIF PASHA ST., 28
TELEPHONE: 1494.
CAIRO.
SHAREH MAGHRABI,
CONTINENTAL BUILDINGS.
TELEPHONE: 2122.

HIS MASTER'S VOICE.

ALEXANDRIA,
P.O.B 414.
RUE STAMBOUL, 2.

30th November 1921.

Messrs. S. AUDI & FRERES,

Beyrouth.

Dear Sirs,

I duly received your favor of the 19th inst.

re: D. G. A. G.

and have sent it on to Hayes for decision.

I also submitted your letter to the lawyer of the Company here, but he insists on receiving a copy of the order sent through Messrs. B. Audi & Co. to the Polyphon Co.

You would therefore greatly oblige by letting me have this copy.

Kindly excuse the trouble I am giving you in the interest of all concerned and thanking you in anticipation,

I remain,
Dear Sirs,
Yours faithfully

S. AUDI & FRERES
NEGOCIANTS. COMMISSIONNAIRES
BEYROUTH
(SYRIE)

Télégrammes : AUDI-BEYROUTH

Codes Used { A. B. C. 5th EDITION
LIEBER'S
WESTERN UNION
MARCONI INTERNATIONAL
BENTLY'S

Beirut, Syria,
November,
Nineteenth,
1921.

No. 2485

Mr K.Fr.Vogel,
The Gramophone Company Ltd.
P.O.B.414,
Alexandria, Egypte.

Dear Sir:-

We are in receipt of your favor of the 12th inst. re:D G A G. and beg you to note that we are sure that all the records, that we placed through Messrs B. Audi & Co. from the Polyphon, are the exact reproduction of the Gramophone Co. Matrices and bear the Serial Numbers of the Gramophone Co. on the Matrices themselves, for that it is needless to make the work you asked us in your letter and we give you as instance from a simple of record we have from the Polyphone; it is the reproduction of Bechraf Hejaz Kar (Tatios) M.M. Mansour Awad, Samy Chawa et El Kadabi, Caire, No. 2-9164 and No13733. These writings are reproduced on the green label on the centre of the records exactly as those of the Gramophone Co. and at the edge there are the following numbers carved in the record: 29164 Made in Germany No.13243 and No.1407Y. We have noticed that allthe records, which we have received from the Polyphon, are the exact reproduction of the Gramophone Co.Ltd records and so there is no doubt that you can base yourself on these evidences and give us your instructions in order to make the necessary formal seizure as soon as the goods are landed at the custom house.

The order of records which we placed through Messrs B. Audi & Co. has been transmitted to the Polyphon Co. of Messrs Bretsclncider & Co, Leipsic, on the 6th of October last and we are until date without any acknowledgement of the order to know whether same will be shipped or not but as soon as we receive any information regarding this order we will let you know.

Yours respectfully,

S. Audi & Frères

JBA/JCM

DOCUMENT - 11 -

3357 / OVERSEAS 74253

K. Fr. Vogel

SOLE CONCESSIONAIRE OF THE GRAMOPHONE CO., LTD.

FOR

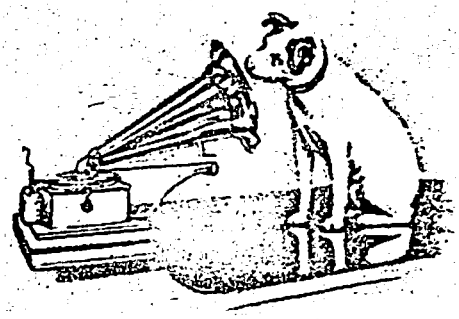
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SHAREH MAGHRABI,
CONTINENTAL BUILDINGS.
TELEPHONE: 2122.

RECEIVED
23 JUN 1922
ANSWERED

HIS MASTER'S VOICE.

16th June 1922.

ALEXANDRIA,
P.O.B. 414.
RUE STAMBOUL 2.

THE GRAMOPHONE COMPANY LTD.,

Hayes.

Dear Sirs,

In reply to your letter of the 21st, of April I thank you for the list of 19 Cheik Youssef shells which are in your factory.

Unfortunately only 4 D/S records can be published from these matrices, as all the other shells represent only parts of songs.

It would be very important to secure as soon as possible the missing matrices. Do you think it possible?

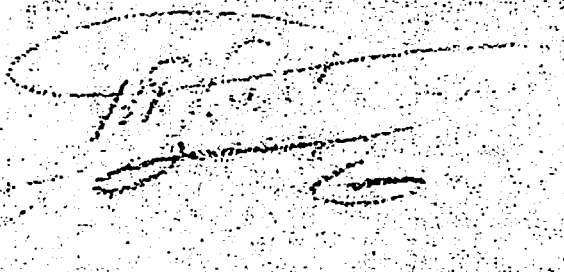
Re. royalty I never intended to suggest that the royalty on the Cheik Youssef records should no longer be paid to the Heirs on records sold by us, we are undoubtedly under contract obligations.

What the Heir of Cheik Youssef wanted to point out at the time was, that his father having sung for the Gramophone Co., an English Company, he could not foresee that the matrices would eventually be sent to Germany and that therefore the Company was responsible if the matrices had been confiscated and no sales of Cheik Youssef records possible during the war.

I wonder that up to now I heard nothing further about him re. his father's records being offered for sale in the Polyphon cata-

logues and that quantities of them it seems have been sold in America and elsewhere.

Yours faithfully



163 Z

164 Z

165 Z 012666

166 Z 012667

167 Z 012567

168 Z 012566

175 Z

Received at Hanover

10th June 22.

Not yet shipped to England.

DOCUMENT -12-

OVERSEAS

73669

21st June 1922

Sh/L

K.F.Vogel Esq:
ALEXANDRIA.

Dear Sir,

re Abdel Bary and Cheikh Youssef The Victor Co. write us to the effect that they believe they could sell a good quantity of the Records by these two Artistes if it is possible for the Royalties to be considerably reduced.

With regard to Cheikh Youssef, you will remember that you gave it as your opinion that the heirs of this Artiste are not entitled to payment of Royalty. We have taken legal opinion as to this matter and it is entirely against your views, it being the opinion of our legal advisors that, in the event of a suit being brought against us, the Egyptian court would be in favour of payment being made to the heirs of Cheikh Youssef.

It, however, occurs to us that apart from the legal aspe of the case it might be possible for you to try and come to a satisfactory arrangement in connection with the records made by the late Cheikh Youssef.

As far as Abdel Bary is concerned you can point out that if the heavy Royalties be insisted upon the Victor Talking Machi Co. will probably not list his Records but if he is reasonable he would probably draw a considerable amount from American sales.

At the same time it will no doubt occur to you that you m possibly be able to arrange a similar lower Royalty for sales in the territory governed by this Company so as to recommence the s of his Records after the long interval which has elapsed.

YOURS TRULY?
THE GRAMOPHONE COMPANY LIMITED.

DOCUMENT - Gramophone Company, 1925

98181

V/G.

R. COOPER. 6th January, 1925.

re. Cheikh Youssef El Manialaoui

I send you draft of Affidavit giving the information which Maitre Felonico has stated the Court desires to obtain.

In his letter Maitre Felonico said The Gramophone Company Limited should corroborate by affidavits and extracts from their registers all the explanation which it gives on these points. The only question therefore is whether or not anything can be added to the affidavit in the way of Exhibits of extracts from the books.

LEGAL DEPARTMENT

ENCL.

V/G. Mr Redshaw Chilliwack Docs. 2602

MR. COOPER. 13th February, 1925.

DOCUMENT -15-

Heirs of Ch.Youssef El Manialaou v. The Company.

I send you letter of Maitre Felonico of the 4th instant containing by way of enclosure a letter from Mr. Vogel of the same date. As you will see Maitre Felonico asks for further evidence on two points so as to forestall the possibility of the plaintiffs alleging that the defendants are not making full disclosure to the Court of the evidence asked for. The two points are :-

1. Clause 4 of your Affidavit, last paragraph: Maitre Felonico suggests that this be supplemented by a further affidavit stating that the Branches and subsidiary companies referred to had not in their possession by way of stock at the outbreak of the great war any records of the Artiste, El Manialaou or any other evidence which could be deduced directed to the same end.

2. Clause 5: Mr. Vogel in his letter states :-

A. That the position on 1st December,1913, was that he had in stock and in transit 454 Cheikh Youssef records and that all other records beyond those above mentioned which constituted the stock belonging to the Company contingently some of Cheikh Youssef's singing were broken up and returned to the Company consecutively.

B. As to the royalties due in respect of the 454 records of Cheikh Youssef, credit should have been given to the plaintiffs by the Company in its six-monthly account or as soon as possible thereafter. Mr. Vogel refers Maitre Felonico to Hayes for details in regard to these accounts in which reference to the said royalties should be found.

Maitre Felonico therefore suggests that the supplementary affidavit should so far as it concerns the stock conform in its statement to the evidence of the Chartered Accountants who in their turn should support the statement of Mr. Vogel and in regard to the royalties should state that they have been credited to the Artiste Ch.Youssef in the statement in question and should give details of the royalties mentioned exhibiting to the affidavit if possible the documentary proofs

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Maitre Felonico states that at the hearing on 3rd March next in addition to the affidavit he has received he will also put in evidence the stock book and the Journal of Mr. Vogel as well as

DOCUMENT -13-

11/2/18

25446

K. Fr. Vogel

SOLE CONCESSIONAIRE OF THE GRAMOPHONE CO., LTD.

FOR

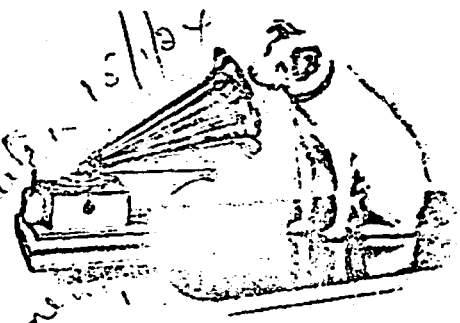
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CONTINENTAL BUILDINGS.
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January 21st 1924

ALEXANDRIA,
P.O.B 414.
RUE STAMBOUL 2.

Messrs. The Cramophone Co.limited
Hayes
Middlesex

Dear Sirs,

Reverting to my letter of the 18th ulto. up to date without a reply, I regret to have to inform you that the lawyer of the Heirs of Cheikh Youssef has had deposited a legal act at my Cairo Shop, intimating Mr. Alfred Clark, as General Manager of the Gramophone Co. and myself, as Manager of the Egyptian Branch, to justify why no royalty was paid out since 1914 and rendering the Company responsible for the issuing of Cheikh Youssef records by the Polyphon.

I handed this act to Mr. Felonico who will have to state :

1°) That I am not the Local Manager of the Company since about 10 years.

2°) That the Company has done everything in its power to protect the issuing of Cheikh Youssef records by the Polyphone and the question of the " force majeure ".

Maître Felonico will write you in extenso on the matter and

rightly argues that the action of the heirs of Cheikh Youssef will be of benefit to us in the pending lawsuit with Papazian, proving still clearer to the Tribunal the damages done by the Polyphone through the illicit imports.-

Yours faithfully,

the supplementary affidavit which he now asks for. He trusts that with this further evidence he will be in a position to comply entirely with the further information asked for by the Court.

He requests expedition so that he may receive the affidavit if it is to be sent some days before the hearing.

I enclose copy of your previous affidavit for reference which kindly return. If the supplementary affidavit can be sent on the lines suggested I shall be glad to receive the necessary information to prepare same.

LEGAL DEPARTMENT.

ENCL.

DOCUMENT -16-

As Original

25425

N/A.

17.February,1925.

Mr.Redshave Dilliams,
Legal Dept.

Re legal loan

CHEIKH YOUSSEF.

With regard to the further information required by Maitre Felonico, I am prepared to swear that none of our Branches or Subsidiary Companies held stocks of Cheikh Youssef records. In order to prevent interference with our Egyptian business it was necessary to keep a constant control over all orders for Cheikh Youssef records,and standing instructions were issued to the Hanover Factory that no orders for Cheikh Youssef records were to be executed for any Branch or Subsidiary Company, except Alexandria, without special confirmation of each order from the Head Office. I forward letters dated August 25th. 1909 and September 13th, 1909 from the Hanover Factory in support of my statement.

As regards the second point, that is the payment of Royalty on the 454 Cheikh Youssef records in stock at Alexandria on the closing of the Branch, our Books show sales of Cheikh Youssef records in haly-yearly periods as under:-

July to December	1912.....	796.
Jany.to June	1913.....	1110.
July to December	1913.....	1056.
Jany.to June	1914.....	1463

It is now eleven years since the transactions occurred and it is absolutely impossible to trace all the vouchers on which the totals in the Books were written up. The figures show an increase in sales during the period January

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It is now eleven years since the transactions occurred and it is absolutely impossible to trace all the vouchers on which the totals in the Books were written up. The figures show an increase in sales during the period January to June 1914, over the previous half-years, almost equivalent to the number of records in stock, but in the absence

of vouchers I am not prepared to swear that this increase is caused by the bringing in of the stock figures.

With my previous Affidavit I exhibited, marked W.H.C.1. a specimen invoice which was one of the vouchers in question. It was a long and tedious process, and it was very largely a question of luck that it was found at all.

Secretary.

encls.
2 original letters