

# The Melody Lingers On

By KATHLEEN ABBOTT JARRELL

(Back Stage with "The Object of My Affection")

**S**AYS Joe Chatman with a wry sort of smile, "The object of my objection is to get what's coming to me!"

Says Pinky Tomlin, via his attorney, his famous complexion changing, no doubt, from rosy red to pale purple, "But 'The Object of My Affection' is mine. I wrote it, I sang it, and I sold it!"

And the fight is on.

The first the general public knew about it was when the *Tulsa World*, August 4, carried a front page story put out by the United Press.

## PINKY TOMLIN'S AFFECTIONS CHANGED BY TULSA LITIGATION

Court Action Strikes Discord for Crooner  
Appearing in Tulsa Stage Show

"It's just a misunderstanding," Coy Poe, Pinky's business manager, hastily explained to besieging reporters, "and it has been settled to the complete satisfaction of every one concerned. Tomlin wrote a song and had one idea. Chatman financed it and had another. They are just a couple of college boys."

"There's nothing to it," Pinky echoed. "It was settled thirty minutes after we heard about it." But Pinky added another verse, and with some vehemence, the story goes. "I'm in a spot, you know. When a fellow gets in the public eye and makes some money there's always someone who sues him just to get his name with yours. I don't want to talk about it, and I don't want an interview!"

Which brings us back to the present, to Joe Chatman, and to his objection set to the tune of a lawsuit filed in the Tulsa district court.

"It's purely a matter of business with me," Joe explained. "A matter of collecting on a contract drawn up by a lawyer and witnessed and signed." Then the wry smile began to melt into a more friendly one as he knocked the inch long ash from his cigar and relaxed into the swivel chair behind the littered desk crammed into a crickety corner in back of the Varsity Book shop, said corner serving as a sort of private office when the need arises.

Joe owns the Varsity Book shop, and has for years.

"Too much has been written about this case already—and such rot!" There was genuine disgust in his voice.

"All this school buddy business! Just as if I had been sitting around thinking up some way to get to an old pal just because he happened to be in the money now."

A moment or two of contemplation as he pulled at his cigar, a sort of semi-irritated shifting about in his seat, the whisking away of another accumulation of cigar ash, this time with a nimble little finger, then a sudden level look.

"Personally there's no ill feelings," he said. "It's purely a business deal. Why I don't suppose there's a man in the state who wishes him any more success than I. The fact of the matter is I'm a little disappointed that I haven't been able to crow some—you know—over picking a winner.

"It was just a gamble with me, like rolling the dice or playing the races or buying up an oil lease. Pinky walked into the store one day and asked me if I wanted to buy a half interest in a song he had written. Said he'd take \$50.00 for it. Wanted the money to go to Chicago to get the song arranged for an orchestra and see if he couldn't get someone interested in helping him put it over. I guess someone had tipped him off that I liked his song. And I did. Still do!"

"I was in the front of the shop one day when some music from over at the Var-

sity Shop attracted my attention. That's pretty unusual. There's something going on in there most of the time and one sort of gets used to it—in one ear and out the other, you know—but this was different."

"What's going on in there?" I asked.

"Oh, that's Pinky Tomlin singing a song he wrote," someone answered.

"You don't say!" I said. "Sounds like a winner to me."

"Anyway, when Pinky came in and made his proposition, I decided to take the chance. An attorney happened to be in the shop at the time, so he drew up the contract. We both signed, and I handed Pinky my check for \$50.00. Funny thing, Pinky seemed sort of discouraged about the song—whether it would go over or not. I told him that if nothing ever came of it we'd just forget the fifty—that I liked the song, and was willing to gamble that much on it, anyway.

"Pinky left town in a few days and nothing happened for several months. Then he came breezing back to town. Said things were going pretty slowly but that he was still working at it. Pretty soon after that the song began coming over the air every time you turned the dial. I was keenly interested, of course, but decided to sit steady until I heard from Pinky, himself.

"I didn't wait long.

"Here came a letter with a check for \$100.00, and the comment that it was double the money I had invested, and inferring in a subtle way that I should be satisfied. I wrote back and congratulated him, expressed a little surprise at his attitude, and told him that it was a generally accepted fact that as soon as a man got in the money his troubles began. I told him that I didn't like to be trouble—and

The first Playhouse production of the year was "The Bishop Misbehaves." Here is a scene from the second act. The drama was directed by Miss Ida Z. Kirk.



Heffner

all that—but that I was certainly expecting him to fulfill his part of the contract, and that I was accepting the \$100.00 as first payment on royalties, and that I would like very much for him to give me a detailed statement of what the song had done so far.

"I didn't hear from him—and I didn't hear. Then he came to town. Said the song had gone over all right, and was taking in money, but that so far there had been no net profits because of the expense of putting it over.

"I told him it looked to me as if the money was being spent in putting Pinky Tomlin over instead of the song, and that I didn't feel that that should be charged up to my half of the royalty. I reminded him that it wasn't every writer of a song hit that pulled down a movie contract right off the bat.

"And there the matter stood for—oh, I don't remember how long—but long enough for me to make up my mind that Pinky wasn't going to do anything without a little legal persuasion. So I had my attorney write Irvin Berlin and tie up the royalties. I heard from Pinky soon enough, then. He called me up from Beverly Hills—wanted me to release the royalties—said he didn't like the unfavorable publicity it was giving him.

"I couldn't keep from chuckling over that. I'd been getting some publicity myself, here on the campus you know—especially before the song went over. Every kid who came into the shop ribbing me to

buy a half interest in some outlandish thing or other—not that it mattered, but—well—

"Then came the Tulsa appearance and the serving of the summons—and all the front page 'Buddy gone Blooey' stuff. That brought Pinky and his attorney to see me at once. They wanted to settle for \$500.00. I didn't blame them. It was their privilege. But I didn't want to settle off—not for \$500.00—and that was *my* privilege.

"Purely a business proposition, you see. Nothing personal about it. To be perfectly honest, those are the only relationships I have ever had with Pinky, business ones. I sold him books, sometimes for cash, sometimes on credit. We were never in school together, not to my knowledge, at least. I graduated in 1927. I'm pretty certain that was before Pinky came. So far as I know he's a mighty fine fellow, and as I said before, I wish him all the luck in the world, but—well—the way I see it, I gambled and I happened to win and all I'm trying to do now is to collect. I'd be a funny kind of a business man if I let myself be hooked for the chump they're trying to make me."

He stopped as suddenly as he had begun and sat there for a moment eying the butt of his dead cigar sadly. Then a shrug, and a smile and—

"That was that."

A third angle upon the controversy was expressed in the "Chatterbox" August 5, a semi-humorous column appearing daily

in Pinky's home town paper, the *Durant Daily Democrat*.

"If Pinky Tomlin has lacked anything which would assure his arrival in Big Time," it ran, "it has been the absence of lawsuits, which have become recognized necessities to the ranking of stars of the stage, screen, and radio. And now even that has been supplied. And by an old college chum who claimed a slice of the proceeds accruing from the 'Object of My Affection.' Pinky's manager, canny Coy Poe, settled the case out of court and we're just suspicious enough to suggest that maybe canny Coy thought up the whole thing in the beginning. At any rate the story got first page headlines for Pinky in practically every newspaper served by the United Press. And you'll find neither Pinky nor Coy shedding any tears over that!"

This much is certain. Pinky wrote a song. Joe Chatman bought half interest for \$50. Pinky went west. Coy Poe, his manager, was given a third interest for his endeavors. Jimmie Grier was given a third interest for helping put Pinky across. Pinky kept a third for writing the song and presenting it.

Let's see. That makes three thirds and a half gone already—or something like nine-sixths of the royalties disposed of.

Pinky, of course, got the breaks. He made the breaks. He stuck around.

And Joe Chatman was doing the same thing and still is, sticking around and waiting for the breaks in the whole incident.

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