

MIQDASH BETHEL COVENANT ASSEMBLY

Pearl River, Louisiana · miqdashbethel@gmail.com

WITNESSES TO THE WOUND

A Covenant Investigation into the Exploitation of the Zamar Carriers

100 Years of the Music Business on Trial

Report No. 3 of an Ongoing Series

BESSIE SMITH

1892/1894 – 1937

Empress of the Blues

Saved Columbia Records from bankruptcy twice — paid \$200 flat per recording with no royalties — her manager signed her name on copyright agreements she never saw — a Columbia executive copyrighted her songs under a dummy company and collected the royalties himself — white artists at the same label received \$15,000 per side — died at 43 with her life's work owned entirely by Columbia

NOTE: This report contains a federal court record — *Gee v. CBS, Inc.*, 471 F. Supp. 600 (E.D. Pa. 1979)

March 2026 · Kepha Arcemont, Elder and Founder

SECTION ONE — THE GIFT: WHO YAHWEH MADE HER

Biography: Born in Poverty, Built into a Legend

Bessie Smith was born in Chattanooga, Tennessee, in 1892 or 1894 — the exact year disputed, the poverty of her origin undisputed. Her father, a Baptist minister, died shortly after her birth. Her mother and two brothers died around 1906 when Bessie was approximately twelve years old. She and her remaining siblings survived by performing on street corners — Bessie singing, her brother Andrew playing guitar. This is not biographical color. This is the foundation: **she was a child singing for survival long before anyone called her the Empress of anything.**

By 1912, her brother Clarence had joined a traveling musical troupe and invited Bessie to audition. She was accepted, and it was on that circuit that she encountered Ma Rainey — whose influence helped shape Smith's understanding of how to carry herself as a Black woman in the male-dominated entertainment world. But Bessie Smith did not need to be invented by anyone. **The gift was already fully present** — a voice that could fill a tent without amplification, that could stop a room, that near-riots broke out to hear. She developed her own act and by 1920 had established a regional reputation along the East Coast and throughout the South.

When her first Columbia recording — *Down Hearted Blues* — was released in February 1923, the public bought an astounding 780,000 copies within six months. **She did not gradually build an audience. She arrived.** Within two years she was commanding \$2,000 per week on tour, had purchased a custom-designed railroad car for her troupe — necessary because she was not permitted in the whites-only first-class train cars — and had twice helped save Columbia Records from the brink of financial collapse. Her catalog with Columbia spans 160 titles recorded between 1923 and 1933. She worked with Louis Armstrong, Fletcher Henderson, James P. Johnson, Coleman Hawkins, Sidney Bechet. She confronted a robed KKK mob at one of her tent performances — walked out of the tent, faced them down, and ordered them to leave. She was, by every measure of the word, *na'im* — lovely, powerful, and completely aligned with the covenant gift ****Yahweh**** placed in her.

◆ *Bessie Smith was carrying the zamar in its fullest form. Not just technique — she had that. Not just power — she had that. She had the thing that cannot be taught: the ability to make people feel that their own life is being sung back to them with love and precision. I have experienced that once or twice on stage. You stop being the performer and become a mirror. The audience sees themselves. That is the covenant musician functioning at full capacity. She did it in a tent in Jim Crow America with a kerosene footlight. I do it through a vintage Gibson Les Paul through a Marshall stack in Louisiana. The gift is the same gift.*

Born

1892 or 1894, Chattanooga, Tennessee

Family	Father (Baptist minister) died in infancy. Mother and two brothers died c. 1906. Orphaned around age 12.
Career Start	Street performer as a child; joined touring troupe 1912; performed with Ma Rainey's group
Recording Career	1923–1933 — Columbia Records — 160 titles (156 Columbia, 4 OKeh)
Commercial Peak	780,000 copies of Down Hearted Blues sold within 6 months of release (1923)
Peak Earnings	\$2,000 per week on tour at her height
Key Collaborators	Louis Armstrong, Fletcher Henderson, Coleman Hawkins, Sidney Bechet, James P. Johnson
Contract Terms	\$125–\$200 flat fee per recording — NO royalties — for entire career
Total Career Earnings (Columbia)	Approximately \$28,500 in nine years — no royalties on any recording
Death	September 26, 1937 — automobile accident — Clarksdale, Mississippi — age 43 or 45
Recognition	Rock and Roll Hall of Fame 1989. Grammy Lifetime Achievement Award. Grammy Hall of Fame.

SECTION TWO — THE WOUND: WHAT WAS DONE TO HER

The Exploitation — Layer by Layer

Layer One: No Royalties — For Any Recording — Ever

The first Bessie Smith contract with Columbia Records paid her \$125 per usable recording, with no provision for royalties. This is not disputed. It is documented in Encyclopedia.com, the American Blues Scene legal analysis, and the federal court record. 780,000 copies of her debut record sold within six months. Her payment for that record: **\$125**. At 25 cents per record, Columbia grossed approximately \$195,000 from that single release. Bessie Smith received \$125.

Over nine years and 160 recordings, the rate rose from \$125 to a maximum of \$200 per selection. **At no point during her entire career did Bessie Smith receive a single royalty payment on any of her recordings.** The total documented earnings for her entire nine-year Columbia career: approximately \$28,500. This is the documented figure from Encyclopedia.com. No royalties. No backend participation. No ownership of her own recordings. The catalog belonged entirely to Columbia from the moment each session was completed.

By contrast — and this comparison is not rhetorical, it is documented in the federal court record of **Gee v. CBS, Inc.** (1979) — in 1925, Al Jolson received \$15,000 for two sides from Brunswick Records and \$10,000 for a single song on Phonofilm. At the same label — Columbia — Eddie Cantor, Ted Lewis, Bing Crosby, Rudy Vallee, and Sophie Tucker were all receiving "substantial fees per selection or a royalty arrangement." **Bessie Smith's record sales were outstripping every one of them. Her compensation was a fraction of theirs.**

Artist	Label / Year	Contract Terms	Effective Rate
Al Jolson (white)	Brunswick Records, 1925	\$15,000 for 2 sides + royalties	\$7,500 per side
Bessie Smith (Black)	Columbia Records, 1925	\$200 flat per selection, NO royalties	\$200 per side
Eddie Cantor (white)	Columbia Records	Substantial fee + royalty arrangement	Undisclosed, substantially higher
Bing Crosby (white)	Columbia Records	Substantial fee + royalty arrangement	Undisclosed, substantially higher
Bessie Smith (Black)	Columbia Records, 1923–1933	\$125–\$200 flat, NO royalties, 9 years	\$28,500 total career earnings

Source: *Gee v. CBS, Inc.*, 471 F. Supp. 600 (E.D. Pa. 1979) — United States Federal District Court, Eastern District of Pennsylvania.

Layer Two: Clarence Williams — First Manager, First Thief

Before Bessie Smith signed directly with Columbia, she was approached by Clarence Williams — a studio musician and Columbia associate. Williams persuaded her to sign a management contract giving him authority to negotiate her recording deals. He used this authority to contract her to Columbia for \$125 per session — and then **pocketed half of her recording fee for himself**. He was collecting \$62.50 of every \$125 Bessie earned before she ever saw a dollar.

This continued until Jack Gee — whom she married in 1923 — discovered the arrangement and confronted Williams. The confrontation, documented across multiple biographical sources, was not a legal proceeding. It was physical. Smith and Gee went to Williams's office and threatened him with violence until he agreed to tear up the contract. **She had to physically intimidate her own manager to stop him from stealing half her income.** There was no legal mechanism available to her. There was no ASCAP membership. There was no entertainment lawyer representing her interests. There was no framework in which a Black woman in 1923 could take a white music industry associate to court for fraud and expect justice. The only recourse she had was her own physical presence.

Layer Three: Frank Walker — Manager and Columbia's Recording Director Simultaneously

After the Williams confrontation, Frank Walker took over as Bessie Smith's manager. Walker also served simultaneously as Columbia Records' Recording Director — the executive responsible for all of Smith's recordings. The federal court in **Gee v. CBS, Inc.** addressed this conflict of interest directly and with legal precision:

FEDERAL COURT RECORD — Gee v. CBS, Inc. (1979): "While Walker may not have personally benefited financially, while serving in this conflicting role, he took advantage of Bessie's color and ignorance and he made Columbia Records rich through Bessie's efforts."

This is not a biographer's opinion. This is a federal judge's finding, entered into the permanent legal record of the United States. The man who was simultaneously her manager and the label's recording director negotiated contracts on her behalf that served the label's interests at her expense. **The conflict of interest was total, documented, and exploited.** Even those contracts that appeared to improve her terms — moving from \$125 to \$150 to \$200 per session — contained no royalty provision at a time when her records were outselling every other artist on the Columbia roster.

Layer Four: Copyright Theft — Her Own Songs, Stolen by a Columbia Executive

This is the most specific and most documented act of individual theft in the entire series so far. The federal court record in **Gee v. CBS, Inc.** states the following under oath:

FEDERAL COURT RECORD — Gee v. CBS, Inc. (1979): "Frank Walker entered into copyright license agreements for Columbia to record [Bessie Smith's] tunes, by signing such agreements 'Frank Walker for Bessie Smith.' These agreements paid no or nominal payments by Columbia to Bessie for the privilege of recording her copyrighted songs. On information and belief, Bessie never received any sums from Columbia under such purported agreements."

FEDERAL COURT RECORD — Gee v. CBS, Inc. (1979): "Jack Kapp, a Columbia Records official during the period when Bessie was recording, paid Bessie a few dollars for her tunes during the regular course of business with Columbia. He would then copyright the tunes under a dummy publishing company and collect royalties himself, at the expense of Bessie."

This is not exploitation by a structural system. This is individual criminal fraud. A Columbia Records official **created a dummy publishing company, copyrighted Bessie Smith's original songs under that company's name, and collected her royalties for himself.** He paid her a few dollars for each song. He kept everything her songs generated in perpetuity. Frank Walker signed her name to agreements she never saw. **Her own compositions were legally stripped from her while she was still alive, still recording, still the biggest-selling artist on the Columbia roster.**

The American Blues Scene legal analysis of the subsequent lawsuit confirms: Columbia Records later re-recorded Smith's recordings using new technology and exploited her

image and likeness without compensation. The heirs sued. The court — honoring Smith's legacy in its written opinion — dismissed the case on statute of limitations grounds. **The theft was legally completed by the time anyone could challenge it.**

Layer Five: \$200 While Columbia Recovered from Bankruptcy

In 1923, Columbia Records was on the brink of receivership. It was saved in part by the sales generated by Bessie Smith's recordings. This is documented in Encyclopedia.com, the American Blues Scene analysis, and multiple biographical sources. The woman whose voice literally kept the label solvent received \$125 per session with no royalties. **Columbia was kept alive by Bessie Smith's zamar. She received a flat fee that would not cover a week of studio time today.**

The label recovered. It grew. It went on to become one of the most powerful recording companies in American history, eventually becoming CBS Records and then Sony Music Entertainment. The recordings it made from Bessie Smith's voice — at \$125 to \$200 per session — have been commercially exploited continuously since 1923.

Reissues in the 1970s. CD compilations in the 1990s under Columbia Legacy.

Streaming revenue today. **Every dollar generated by every Bessie Smith recording after 1923 has gone to the label and its corporate successors. None of it went to Bessie Smith. None of it went to her estate.**

Layer Six: Death at 43 — The Circumstances

Bessie Smith died on September 26, 1937, from injuries sustained in an automobile accident near Clarksdale, Mississippi. She was 43 or 45 years old. The persistent myth — given currency by a John Hammond article in *Down Beat* magazine and an Edward Albee play — that she bled to death because a white hospital refused to admit her, has been debunked by her biographer Chris Albertson. She received medical treatment. The injuries were fatal regardless.

What the debunking of the hospital myth must not obscure is the documented reality of her final years. By 1931, Columbia had dropped her contract. Her nine years of recordings had generated an income of approximately \$28,500 — her total documented earnings from the label. The Great Depression had collapsed the touring circuit. She adapted her repertoire, continued performing, and by 1937 was showing genuine signs of commercial revival under producer John Hammond's direction. **She was 43 and making a comeback when the car accident ended her life.** Her voice was intact. Her gift was intact. The industry had discarded her and she had kept going anyway.

SECTION THREE — THE THREE WITNESSES (DEVARIM 19:15)

Corroboration of the Record

This report meets and exceeds the Devarim 19:15 standard. The primary witness is a federal court. The United States District Court for the Eastern District of Pennsylvania examined the evidence and entered findings into the permanent legal

record. Two or three witnesses are required. This report has the federal judiciary as one of them.

WITNESS One: *Gee v. CBS, Inc., 471 F. Supp. 600 (E.D. Pa. 1979) — United States Federal District Court. Documents: (1) Frank Walker signed copyright agreements 'for Bessie Smith' without her knowledge or compensation. (2) Jack Kapp copyrighted her songs under a dummy publishing company and collected royalties himself. (3) Bessie Smith received a maximum of \$200 flat per selection with no royalties while white Columbia artists received 'substantial fees per selection or a royalty arrangement.'* (4) *The court characterized Walker as having 'taken advantage of Bessie's color and ignorance.'* This is the legal record of the United States federal court system.

WITNESS Two: *Encyclopedia.com (citing Frank Walker's documented contract negotiations) — confirms: first contract paid \$125 per usable recording with no royalty provision; 780,000 copies of Down Hearted Blues sold within six months; total career Columbia earnings approximately \$28,500 over nine years; Smith saved Columbia from bankruptcy at multiple points; white Columbia artists contemporaneously received substantially higher compensation with royalty arrangements.*

WITNESS Three: *American Blues Scene (Blues Law column by entertainment attorney Brian Lukasavitz, Esq.) — legal analysis confirms: the first Columbia contract contained a hidden royalty clause that prevented Smith from ever receiving royalties; Columbia later re-recorded her recordings using new technology and exploited her image and likeness without compensation; a subsequent lawsuit by her estate was dismissed on statute of limitations grounds despite the court honoring the documented exploitation in its written opinion.*

Additional corroboration: New World Encyclopedia, Women and the American Story (New York Historical Society), Britannica, Biography.com, and SparkNotes biographical summary all independently confirm the core contract terms and exploitation pattern.

SECTION FOUR — THE COVENANT ANALYSIS: WHAT THE TORAH SAYS

The Torah Charges — Applied to Bessie Smith

Charge One: Robbery — Vayikra 19:13

"You shall not oppress your neighbor or rob him. The wages of a hired worker shall not remain with you all night until the morning."
— Vayikra (Leviticus) 19:13

The Hebrew ***lo tigzol*** (לֹא תִגְזֹל — **H1497**) — do not rob — is from the root ***gazel***, which BDB defines as: *to tear away, to seize by violence, to take by force*. Jack Kapp did not merely underpay Bessie Smith. He **seized her copyrights** — using a dummy publishing company to legally strip from her the ownership of songs she composed. He paid her a few dollars. He kept the royalties. Frank Walker signed her name to agreements she never saw. This is ***gezilah*** — robbery — not merely the oppression of unfair wages but the violent taking of property that belonged to her. The Torah names it, prohibits it, and holds the one who does it accountable before ****Yahweh****.

Charge Two: Racial Discrimination in Wages — Devarim 1:17

"You shall not show partiality in judgment. You shall hear the small and the great alike. You shall not be intimidated by anyone, for the judgment is Elohim's."

— Devarim (Deuteronomy) 1:17

The federal court record establishes that in 1925, when Bessie Smith was the top-selling recording artist at Columbia Records, Al Jolson received \$15,000 for two sides from a competing label. At Columbia itself, white artists received substantial fees and royalty arrangements. Bessie Smith received \$200 flat with no royalties — while her sales exceeded theirs. **This is not market variation. This is documented racial partiality in the assignment of commercial value to identical labor.** The Torah's standard of *lo takiru panim* — do not show favoritism — applies to every judgment of value, every contract, every determination of what a person's labor is worth. The Columbia Records contracts for Bessie Smith were the opposite of this standard: they explicitly assigned lesser value to the same creative labor because of the race of the creator. The federal court acknowledged it. The Torah named it first.

Charge Three: Breach of Fiduciary Trust — Shemot 18:21

"Moreover, look for able men from all the people, men who fear Elohim, who are trustworthy and hate a bribe, and place such men over the people as chiefs."

— Shemot (Exodus) 18:21

Frank Walker was simultaneously Bessie Smith's personal manager and Columbia's Recording Director. The federal court documented that he *"took advantage of Bessie's color and ignorance."* The Torah's standard for those who hold positions of authority over others is explicit: trustworthy, hating bribes, fearing ****Elohim****. Walker held a position of absolute trust over a woman who could not read, who was navigating an industry entirely controlled by others, who had no legal representation of her own. **He used that trust to make Columbia rich at her expense.** This is the violation of the Shemot standard for those placed in positions of authority: the leader who uses his position to extract from those he is supposed to protect.

Charge Four: The Dummy Publishing Company — Vayikra 19:35–36

"You shall do no wrong in judgment, in measures of length or weight or quantity. You shall have just balances, just weights, a just ephah, and a just hin: I am Yahweh your Elohim."

— Vayikra (Leviticus) 19:35-36

Jack Kapp's dummy publishing company was a fraudulent measure — a false scale used to transfer wealth from its rightful owner to himself. The Torah's prohibition of false weights and measures is not limited to grain markets. It governs every transaction in which one party has knowledge and power that the other lacks. Kapp knew the value of Bessie Smith's compositions. He knew how to copyright them, how to collect royalties

on them, and how to structure the transaction so that she received a few dollars while he received the ongoing revenue stream. **This is the false ephah — the dishonest measure — applied to a Black woman's creative labor in 1920s America.** The Torah says: *I am Yahweh your Elohim* — the reminder that the One who made the standard is watching every transaction.

SECTION FIVE — THE LIVING WITNESS: KEPHA ARCEMONT, 2026

A Blues Guitarist Reads the Federal Record

I want to dwell on the federal court record for a moment, because it represents something this series has not yet encountered: the American legal system looking directly at what was done to Bessie Smith and saying — on the record, in writing, in permanent federal case law — that Frank Walker *"took advantage of Bessie's color and ignorance."* The court said it. The court then dismissed the case on statute of limitations grounds and let Columbia keep everything. But the words are in the record. The system acknowledged the crime and then protected the criminal's estate.

◆ *I have played guitar since I was fourteen years old. I am a former New Orleans firefighter. I have watched people in authority use their position and their knowledge to take from those who had the gift but not the infrastructure. Every working musician has a Clarence Williams story — someone who got between you and your money and helped themselves on the way through. The difference between my story and Bessie Smith's story is that I had enough legal awareness by the time I started signing contracts to read them before I signed. She could not read. And the people who were supposed to protect her — her manager and the label's recording director were the same person — made Columbia rich with her voice instead.*

The dummy publishing company is what haunts me. Jack Kapp sat in a Columbia Records office and **copyrighted Bessie Smith's own songs under a company she had never heard of**, paid her a few dollars, and collected the royalties himself for decades. Those songs — her words, her melodies, her testimony — became someone else's legal property while she was still alive, still recording, still the most powerful blues voice in America. The covenant musician's deepest expression, the songs that came from her own life and suffering, taken from her by a man with a pen and a knowledge of copyright law that she did not have.

◆ *When I write a song, it comes from Yahweh through me — through my experiences, through ancestral connection, through the frequency of the universe that Torah calls creation. The song is not mine to sell cheaply. It is a covenant expression. What Jack Kapp did to Bessie Smith's songs is what happens when the zamar tradition encounters a system that has no covenant values at all — that sees only property, only revenue, only the legal mechanism for capturing what someone else created. The Torah calls it gezilah. The federal court called it taking advantage of her color and*

*ignorance. I call it what it is: the theft of sacred sound from the woman
Yahweh gave it to.*

The 780,000 copies in six months. I want every working musician to hold that number. 780,000 copies of one record. In 1923. Before radio was ubiquitous. Shipped to the South and selected Northern markets. Sold primarily to Black audiences who lined up to hear their own life reflected back at them. **\$125 for the woman whose voice generated all of it.** Not \$125 per thousand copies. Not \$125 per hundred. \$125 total. One hundred and twenty-five dollars for 780,000 copies sold. And then those same records — Columbia's property, not hers — were reissued in the 1970s. Reissued again in the 1990s as *The Complete Recordings* on Columbia Legacy, five double-CD sets. Streamed today on every platform. The exploitation has never stopped. It continues in 2026. **The covenant record is still open.**

SECTION SIX — THE COVENANT VERDICT: THE JUDGMENT OF YAHWEH

Yahweh's Record on Bessie Smith

The charges in this report are not allegations. They are established facts in the permanent legal record of the United States federal court system, corroborated by multiple independent authoritative sources meeting the Devarim 19:15 standard. The covenant verdict therefore carries the weight of both the Torah's standard and the court's own written acknowledgment:

One: No royalties on 160 recordings over nine years, while her sales exceeded those of every white artist on the same label. Vayikra 19:13 — **ashaq**. Established.

Two: Clarence Williams pocketed half her recording fees before she ever received them. Vayikra 19:13 — **gezilah**. Established.

Three: Frank Walker served simultaneously as her personal manager and Columbia's Recording Director, exploiting his conflicted authority at her expense. Federal court record: 'took advantage of Bessie's color and ignorance.' Shemot 18:21 — breach of fiduciary trust. Established.

Four: Frank Walker signed copyright agreements in her name without her knowledge or compensation. Vayikra 19:13 — **gezilah** by deceptive contract. Established.

Five: Jack Kapp copyrighted her original compositions under a dummy publishing company and collected her royalties himself. Vayikra 19:35–36 — false weights and measures. Vayikra 19:13 — robbery. Established.

Six: White artists at the same label received \$15,000 per side with royalties while she received \$200 flat. Devarim 1:17 — partiality in judgment. Established.

YAHWEH'S COVENANT VERDICT ON THE TREATMENT OF BESSIE SMITH: The Empress of the Blues saved Columbia Records from bankruptcy twice with the gift Yahweh placed in her. She was paid \$125 to \$200 per recording with no royalties for her entire career. Her manager stole half her fees. A Columbia executive signed her name to contracts she never saw. Another

Columbia executive copyrighted her own songs under a dummy company and collected her royalties himself. White artists at the same label received 75 times her rate per side. The United States federal court acknowledged that her 'color and ignorance' were exploited. Every one of these acts stands in violation of Vayikra 19:13, Vayikra 19:35-36, Devarim 1:17, and Shemot 18:21. The judgment of Yahweh does not expire with the statute of limitations. The federal court's clock ran out. Yahweh's does not.

Columbia Records — now Sony Music Entertainment — continues to profit from Bessie Smith's recordings in 2026. The Complete Recordings series is available for streaming. Individual tracks generate revenue on every platform. **The exploitation has outlasted the woman by 89 years and is not over.**

The Grammy Hall of Fame inducted her. The Rock and Roll Hall of Fame inducted her. The world eventually confirmed what the covenant already knew: she was a carrier of sacred sound of the first order, given a gift by ****Yahweh**** that she exercised faithfully under conditions that would have broken a lesser spirit. **The covenant record of Bessie Smith is complete. The indictment stands. The catalog continues to generate revenue for the corporation that robbed her. Yahweh sees the whole account.**

""Because the poor are plundered, because the needy groan, I will now arise," says Yahweh; "I will place him in the safety for which he longs.""

— Tehillim (Psalms) 12:5

SERIES NOTES

Next in series: Report No. 4 — Billie Holiday: Lady Day (1915–1959). The woman who sang Strange Fruit — the most dangerous song in America — and was hunted by the federal government for it. Her exploitation included not only record labels but the United States Bureau of Narcotics under Harry Anslinger, who used the drug war as a weapon to silence a Black woman who sang about lynching. Both wounds will be documented.

Research standard: All charges in this series require a minimum of two to three independent authoritative sources per Devarim 19:15. No charge is entered on the basis of a single witness, rumor, or partisan source. The covenant demands truth — not accusation without evidence, not silence without accountability.

Selah.

*Miqdash Bethel Covenant Assembly · Pearl River, Louisiana · March 2026
miqdashbethel@gmail.com · Doctrinal Authority: The Tanakh Alone*