1908-12-10

Agreement: Between Ida M. Tarbell and S.S. McClure Co. regarding The Life of Abraham Lincoln

Tarbell, Ida M.

http://hdl.handle.net/10456/20171

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Memorandum between Ida M. Tarbell, party of the first part, and the McClure Co. (formerly McClure Phillips & Co.), party of the second part, made this 10th day of December, 1905; and the E.S. McClure Co., party of the third part.

Whereas, under date of Feb. 6, 1907, the parties above named entered into an agreement for the publication by the party of the second part of the party of the first part's life of Abraham Lincoln;

Now in consideration of the acceptance by said Ida M. Tarbell of the sum of $250.00 in lieu of other royalties on the newspaper publications of extracts from said book as hereinafter permitted, it is agreed between the parties hereeto, that the true construction of said agreement and the rights of the parties are as follows:

1. The E.S. McClure Co. has no right of publication either of the said book or of any part thereof...
2. That the party of the first part is entitled to royalties on all publications made by or with the permission of the party of the second part, (except sets given away, destroyed, or sold below cost as specified in the contract) whether of the original book or of translations, abridgments or selections thereof (except also the four-volume subscription edition).

3. That the royalties shall be the full royalty specified in the contract for the book, unless different arrangements are made by the party of the first part with the party of the second part.

4. All other provisions of said contract are confirmed.

Said party of the first part consents to the publication in such newspapers in the U.S. of A. as R.P. McClure shall select, but prior to January 11, 1907 only, of six selections of extracts from the book not exceeding in the aggregate 2,500 words, but on the following terms and conditions: ...
The first two sets of extracts have already been published in the New York Times and the first set in certain other papers.

The second set shall not be altered. The first set and the 3rd, 4th, 5th and 6th before any further publication shall be submitted to Miss Tarbell.

b). The titles to be used shall be submitted to Miss Tarbell.

c). All further publications shall distinctly specify that they are Extracts from the Life of Abraham Lincoln, by Miss Tarbell, and

d). The publication hereby for all elisions shall be shown by asterisks.

e). No publication after January 10, 1909 is hereby consented to in any paper except that said Ida M. Tarbell consents to the publication in the Chicago Tribune of February 12, 1909 of one article consisting of parts of the said book not exceeding 25,000 words.

f). The McClure Company undertakes that proper copy right notices shall be placed on each
publication truly executed to

in witness whereof the said

Ida M. Tarbell has hereunto

set her hand and seal and the

other parties have each caused

their corporate seal to be hereunto

affixed and these presents to

be signed by their Secretary and

Treasurer thereto attesting that

this 10th day of December, 1900.
Memorandum between Ida M. Tarbell party of the first part,
The McClure Co. (formerly McClure, Phillips & Co.) party of the second part,
and the S. S. McClure Co. party of the third part, made this 10th day of
December, 1908:

Whereas under date of February 6th, 1907 the parties of the first
and second part entered into an agreement for the publication by the party of the
second part of the party of the first part's "Life of Abraham Lincoln;"

Now in consideration of the acceptance by said Ida M. Tarbell
of the sum of $350.00 (Two Hundred and Fifty Dollars) in lieu of other royalty
on the newspaper publication of extracts from said book as hereinafter per-
mitted, which sum the party of the second part agrees to pay on or before
January 1st, 1909, it is agreed between the parties hereto, that the true
construction of said agreement and the rights of the parties are as follows:

First: The S. S. McClure Co. has no right of publication either
of the said book or of any part thereof.

Second: That the party of the first part is entitled to royalties
on all publications made by or with the permission of the party of the second
part (except sets given away, destroyed, or sold below cost as specified in
the contract), whether of the original book or of translations, abridgments
or selections thereof (except also the four volumes subscription edition).

Third: That the royalty on translations, abridgments and selections
shall be the full royalty specified in the contract for the book, unless dif-
ferent arrangements are made by the party of the first part with the party of
the second part.

Fourth: All other provisions of said contract are confirmed.

Said party of the first part consents to the publication in such
newspapers in the United States of America as S. S. McClure shall select, but
prior to January 11th, 1909 only, of six selections of extracts from the book
not exceeding in the aggregate twenty-five thousand words, but on the following
terms and conditions and not otherwise:

A. The first two sets of extracts have already been published in the New York Times and the first set in certain other papers.

The second set shall not be altered. The first set and the third, fourth, fifth and sixth before any further publication shall be submitted to Miss Tarbell.

B. The titles to be used shall be submitted to Miss Tarbell.

C. All further publications shall distinctly specify that they are Extracts from "The Life of Abraham Lincoln" by Miss Tarbell, and all elisions shall be shown by asterisks.

D. No publication after January 10th, 1909 is hereby consented to in any paper, except that said Ida M. Tarbell further consents to the publication in the Chicago Tribune of February 10th, 1909 of one article consisting of parts of the said book not exceeding twenty-five thousand words.

E. The inclusion Company undertakes that proper copyright notices shall be placed on each publication hereby consented to.

In Witness Whereof the said Ida M. Tarbell has hereto set her hand and seal and the other parties have each caused their corporate seal to be hereeto affixed and these presents to be signed by their Secretary and Treasurer this 10th day of December, 1908.
MEMORANDUM between IDA M. TARBELL, party of the first part, THE McClURE CO. (formerly McClure, Phillips & Co.), party of the second part, and the S. S. McClure CO., party of the third part, made this 19th day of December, 1908;

Whereas under date of February 6th, 1907 the parties of the first and second part entered into an agreement for the publication by the party of the second part of the party of the first part's "Life of Abraham Lincoln";

Now in consideration of the acceptance by said Ida M. Tarbell of the sum of $500. (Five Hundred Dollars) in lieu of other royalty on the newspaper publication of extracts from said book hereinafter permitted, which sum the party of the second part agrees to pay on or before January 1st, 1909, it is agreed between the parties hereto, that the true construction of said agreement and the rights of the parties are as follows:

First: The S. S. McClure Co. has no right of publication either of the said book or of any part thereof.

Second: That the party of the first part is entitled to royalties on all publications made by or with the permission of the party of the second part (except sets given away, destroyed, or sold below cost as specified in the contract), whether of the original book or of translations, abridgments or selections thereof (except also the four volume subscription edition).

Third: That the royalty on translations, abridgments and selections shall be the full royalty specified in the contract for the book, unless different arrangements are made by the party of the first part with the party of the second part.

Fourth: All other provisions of said contract are confirmed.

Said party of the first part consents to the
publication in such newspapers in the United States of America as R. B. McClure shall select, but prior to April 15th, 1909 only, of twelve selections of extracts from the book not exceeding in the aggregate fifty thousand words, but on the following terms and conditions and not otherwise:

A. The first two sets of extracts have already been published in the New York Times and in certain other papers.

The second set shall not be altered. The others before any further publication shall be submitted to Miss Tarbell.

B. The titles to be used shall be submitted to Miss Tarbell.

C. All further publications shall distinctly specify that they are Extracts from "The Life of Abraham Lincoln" by Miss Tarbell, and all elisions shall be shown by asterisks.

D. No publication between January 15th, 1909, and February 5th, 1909, both inclusive, is hereby consented to in any paper,

E. Said Ida M. Tarbell further consents to the publication in like manner in the Chicago Tribune of February 12th, 1909 of one article consisting of parts of the said book not exceeding twenty-five thousand words.

F. The McClure Company undertakes that proper copyright notices shall be placed on each publication hereby consented to.

In Witness Whereof the said Ida M. Tarbell has hereunto set her hand and seal and the other parties have each caused their corporate seal to be hereeto affixed and
these presents to be signed by their Secretary and Treasurer this 18th day of December, 1908.

Witness:
M.W. Strong
Margaret Strong

Witness:
M.W. Strong
Margaret Strong

The M'Clure Co.
by Cameron M'Clure
Sec. 7, V.I.

The S. S. M'Clure Co.
by Cameron M'Clure
Sec. 7, V.I.