

Agreement

BETWEEN

Miss Ida M. Tarbell

AND

The Macmillan Company

FOR THE PUBLICATION OF

Dr. Lincoln's Oration

January 7 19*20*

This Agreement, made the seventh day of January 1920
 between Miss Ida M. Jastell,
 of 137 East 19th Street, New York City, New York,
 (hereinafter called "the Author ") party of the first part, and THE MACMILLAN COMPANY of the City of
 New York (hereinafter called "the Company"), party of the second part.

In consideration of the mutual covenants and agreements herein contained the parties hereto agree
 as follows:

1. The Author hereby grants, assigns and transfers to the Company a work the subject or title
 of which is In Lincoln's Chair,
 together with all translations and abridgments thereof and selections therefrom and the sole right to make
 the same, with exclusive power and authority to take out copyright on said work and renewals thereof in
 the name of the Company or of the Author, and to print, publish and sell said work during the term or
 terms of such copyright and the renewals thereof in all languages. The Author guarantees that he is the
 sole owner of said work and has full power and authority to copyright the same and to make this contract;
 that said work does not infringe any copyright nor violate any property rights, nor contain any scandalous
 or libelous matter; and that the Author will defend, indemnify and hold harmless the Company against
 all claims, demands, suits, loss, costs, damages and expenses that the Company may sustain or incur by reason
 of any scandalous or libelous matter contained or alleged to be contained in said work, or any infringement
 or violation, or alleged infringement or violation by said work of any copyright or property right.

2. The Company agrees to print and publish said work at its own expense in such style as it deems
 best suited to the sale of the work and to pay to the Author ten (10) per cent. on the
 retail price of each copy of said work by it sold. In case the work shall be sold at a reduced price for ex-
 port the percentage to be paid thereon shall be at the above rate on the export price. The Company shall
 render annual statements of account to the Author in the month of July and shall make settlement in cash
 for the balance shown four months after the date of each statement.

3. The Company may publish, or permit others to publish, such selections from said work as in
 its judgment will benefit its sale, without compensation to the Author.

4. If the Author shall make or cause to be made any alterations in type, plates or otherwise in the
 work after delivery of copy to the Company, which shall exceed ten per cent. of the cost of original composi-
 tion and plates, the expense of such alteration in excess of ten per cent. of the cost of original composition
 and plates shall be borne by the Author. Any index of said work that shall be required shall be furnished
 by the Author or at the Author's expense.

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5. If the plates or type forms of said work shall be destroyed or rendered valueless by fire or otherwise, the Company shall have the option of reproducing them or not, and if it declines to do so, then after the sale of all copies remaining on hand, it shall upon request reconvey the copyright and all rights herein granted, to the Author, and this contract shall terminate.

6. This contract may be assigned by either party as a whole, and the assignee thereof shall have all the rights and remedies of the original parties, but neither party shall have the right to assign any part interest therein.

7. Six copies of the complete work will be furnished on publication to the Author without charge.

8. If at any time after two years from the date of first publication of said work under this contract the Company shall be satisfied that the public demand does not justify its continued publication or if changes in conditions shall in the Company's judgment make the continued publication of the work unprofitable, the Company shall have the right to cancel this contract on sixty days written notice to the Author, such notice to be given by personal service upon the Author, or by mail, registered or otherwise, addressed to the Author's last known post-office address. In the event of such cancellation, the Author shall have the right, at any time within sixty days after cancellation, to take over from the Company the plates of said work and any original engravings or illustrations therefor at half cost, and all copies of said work then on hand at cost. If the Author shall not take over the said plates, engravings, illustrations and copies of said work and pay for the same within sixty days, the Company shall have the right to destroy said plates and sell all copies then on hand at such prices as it can obtain. The copyright of said work shall thereupon revert to the Author and the Company shall upon request execute the necessary assignment thereof. If at any time after two years from said publication the Company shall have on hand a larger stock of said work than it deems justified by the current demand and rate of sales, it shall have the right to sell off such surplus stock at any price that it can obtain. No royalties shall be paid on copies of said work sold under the provisions of this paragraph unless the price obtained shall exceed the cost of manufacture, in which case the royalty shall be computed on the price so obtained.

9. The provisions of this contract shall apply to and bind the executors, administrators, successors and assigns of the respective parties.

10. The Company agrees to increase the royalty provided for in Section 2 to fifteen (15%) percent on copies sold out of editions of said work printed after manufacturing costs have fallen twenty (20) percent below their present figure.

THE MACMILLAN COMPANY
George D. Apple
PRESIDENT