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Letter: Chic Sale to Ida M. Tarbell, December 6, 1935

Sale, Charles (Chic)

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December 6th, 1935,

Miss Ida M. Tarbell,
120 East 19th Street,
New York City.

Re: "Chic" Sale
"He Knew Lincoln"

Dear Miss Tarbell:

I would like to have an irrevocable license to present your sketch, entitled "He Knew Lincoln" during the life of the copyright and the renewal thereof. I understand that the application for renewal has been granted. The license I desire is not exclusive and is strictly limited to presentations by me personally in vaudeville and/or concert work, when my presentation is only a part of the program in which my presentation is made. While the license must be broad enough to protect the theatre, or other place in which the presentation is given, and all people connected therewith, the license is not to be assignable nor shall I have the right to permit others to use the work. If the presentation is expanded so that it constitutes the entire program in which it appears, it is understood that I must secure your permission for same. The license is also to include the right on my part to use the sketch free in a personal presentation by me in a benefit; but it shall only be free if I am not compensated for my appearance at the benefit.

It is understood that you only grant me the right as stated in the previous paragraph. You still retain the sole and exclusive right to make any use whatsoever of the sketch and to permit and/or license others to do so and to sell or make any other disposition of any and/or all of your rights therein, either in whole or in part, at any time and/or from time to time as you will; all subject, however, to my limited and non-exclusive license as set forth in the previous paragraph.

In consideration of such license, I agree to pay you $10 for each week of such use in vaudeville and/or for each week of such use in concert work, whether the same or any part thereof is presented by me one or more times in such week. And I further agree to notify you a reasonable time in advance of my intention to use the same, stating when, where and how I intend to make such use of same, giving the name of the theatre or other place in which I intend to make
such use and the name and address of the person and/or persons, legal and/or natural, with whom I have made the business arrangements therefor, so that you may, among other things, be able to give such information as you desire to others desiring to make a similar use thereof. It is understood that such notice must be in writing. I further agree to make the payments herein provided within one week of the use for which the payment shall have accrued. It is understood that the giving of such notices and the making of such payments when and as herein provided, is of the essence of this contract and that, upon my failure in either respect, you shall have the right, at your option, to revoke the license; it being understood, however, that I shall not be deemed in default in respect of the notices if my failure to give same is due to the fact that the occasion has suddenly arisen and the opportunity to give the notice was therefore lacking; but even on such occasions I must inform you thereof, as soon as reasonably possible.

It is also understood that all such notices and payments shall be deemed sufficient, when timely, if made and/or given to you at the office of Goldie & Gumm, 1540 Broadway, New York City, until I shall have received notice in writing of some other place to send them, and that, after receipt of notice of some other place to send them, I agree to give such notices and make such payments as directed by you.

If this letter represents your understanding, kindly sign the same under the word "accepted" and return a copy to me @ Goldie & Gumm; and it is agreed between us that thereupon I shall be bound thereby and that such license shall thereupon be deemed to be, and be, granted by you, and that this agreement and license shall be binding upon your heirs, assigns and personal representatives.

With kind regards.

Yours very truly,

[Signature]

"Chic" Sale

Accepted:

[Signature]
RECEIVED from Goldie & Gumm this 9th day of December, 1935, six pages of the Outline of Plan for radio sketches on the Life of Lincoln, together with copy letter dated December 6th, 1935 re "Chic" Sale - "He Knew Lincoln".