LAW OFFICES
OF
GOLDIE & GUMM
27 CEDAR ST.
NEW YORK
WM. V. GOLDIE H. HAROLD GUMM

January 11, 1921.

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

re
PROPOSED AGREEMENT between
IDA M. TARBELL and CHIC SALE
for STAGE RIGHTS of
"HE KNEW LINCOLN".

Dear Miss Tarbell:

Herewith find two copies of proposed agreement between yourself and Mr. Sale in reference to "HE KNEW LINCOLN".

I have endeavored to include all of the matters which you and I discussed on the occasion of my visit on the 5th instant.

If the agreement meets with your requirements, will you kindly sign both copies before a witness, and return them to me at the above address? I will then mail the copies to Mr. Sale, and when he has signed them, will return one copy to you.

Yours very truly,

H. Harold Gumm

HHG/GR
Enc.

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AGREEMENT made and entered into this day of January, 1921, by and between IDA M. TARBELL, of 120 East 19th Street, New York City, hereinafter referred to as AUTHORESS, and CHARLES (CHIC) SALE, of 57 Willow Avenue, Chester Park, Pelham, New York, hereinafter referred to as ARTIST.

W I T N E S S E T H :

WHEREAS, the Authoress states that she has conceived, written and caused to be published by MacMillan Company, a work entitled "HE KNEW LINCOLN", and that she has the sole right to make and/or use all versions of the said work upon the public stage throughout the world; and whereas the Artist desires to acquire the sole right to make, and to use a version of the said work, in vaudeville theatres in the territory aforesaid; and

WHEREAS, the Authoress is willing to grant to the Artist the sole right aforesaid for vaudeville theatres upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the sum of One ($1.00) Dollar by each party to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto have agreed as follows:

1. The Authoress has agreed to grant, and hereby does give, grant and assign unto the Artist, the sole and exclusive license and liberty to make, or cause to be made, a version, or adaptation for use upon the vaudeville stage, of the said work, "HE KNEW LINCOLN" (hereinafter referred to as "ARTIST'S VERSION"); together with the sole and exclusive right to use the said "Artist's Version" in Vaudeville or Variety Theatres throughout the world.

2. In consideration of the grant to the Artist aforesaid, the Artist agrees to make or cause to be made, and to produce "Artist's Version" upon the public stage in vaudeville not later than September 30th, 1921, and to pay to the Authoress an amount equal to five per cent (5%) of the gross weekly salary received by the Artist from the performances of said "Artist's Version" in Vaudeville, and the Artist agrees to pay the said royalty to the Authoress not later than ten days following each and every week during which one or more performances of said "Artist's Version" shall have been given; and the Artist further agrees to give to the Authoress, at the same time, an authentic and accurate weekly statement showing the gross amount received by the Artist from said performances.

3. The Artist agrees that the royalty payable to the Authoress for the use of said "Artist's Version" in Vaudeville shall amount to not less than Thirty ($30.00) Dollars for each full week of performances

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during which the Artist shall cause the said "Artist's Version" to be performed in Vaudeville. In the case of any week during which, for any reason beyond the control of the Artist, less than the full number of performances shall be given, the minimum royalty fixed in this paragraph shall not be operative, but the royalty shall be computed on the basis of five per cent (5%) of the gross receipts of the Artist from the performances given by him during said week.

4. The Authoress covenants and agrees that no other person, firm or corporation has any right, license or privilege to dramatize or make a vaudeville version of "HE KNEW LINCOLN", or to use the same upon the public stage anywhere, and that so long as the Artist will keep and perform the contract on his part, the Authoress will not grant to any other person, firm or corporation any right, license or privilege to dramatize, or make a vaudeville version of, the said work or any part thereof, or to use the same upon the public stage, except in accordance with the terms hereof; and that she will not do or suffer any act or thing to be done which will in any way interfere with or impair the exclusive rights expressly granted hereunder to the Artist.

5. The Artist agrees that, in the event of any piracy or any attempted use of said "Artist's Version" by any person, firm or corporation, without first obtaining express authorization in accordance with the terms of this agreement to take measures to protect said "Artist's Version" and to prevent the continuance of such unauthorized use; and to this end, the Artist agrees to and shall have the right to take out copyright in his name upon the said "Artist's Version"; and the Authoress agrees that unless sooner terminated, under the provisions of this agreement, the sole and exclusive license of the Artist hereunder shall endure for the full term of the American copyright, and of any renewal and extension thereof.

6. The Artist agrees that he will cause the said "Artist's Version" to be produced in Vaudeville, and to pay the royalty aforesaid to the Authoress for not less than twelve (12) full weeks of performances, during each of the first three years following the date of the first public performance thereof. It is further understood and agreed by and between the parties that in the event that any full year shall elapse during which the Artist shall have failed to cause the said "Artist's Version" to be presented in Vaudeville, thereupon, immediately following the expiration of such year, all rights of the Artist in and to the said "Artist's Version" shall terminate and come to an end, and shall revert to the Authoress. It is further agreed that, if the Artist shall at any time fail to pay to the Authoress the royalties hereinbefore provided for, the Authoress shall have the right, by registered letter sent addressed to the Artist at the address first above given (or such other address as may be hereafter acquired by the Artist) to give notice to the Artist to remedy such

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breach forthwith, and if the Artist shall fail to comply with such written request within thirty (30) days next following the receipt thereof, the Authoress shall be at liberty to terminate all rights of the Artist hereunder absolutely, and any and all rights granted to and assigned by the Authoress to the Artist herein shall immediately revert to the Authoress, but wholly without prejudice to any right or rights to compensation or damages or cause or causes of action, which the said Authoress may or might have in respect to any breach or breaches of this agreement of whatsoever sort or kind on the part of the Artist.

"COMPLETE PLAY" RIGHTS.

The Authoress hereby grants to the Artist an option for one year from the date of the first public performance of said "Artist's Version" in which to acquire the exclusive right to make or cause to be made, and to produce, or cause to be produced, a several-act play for a full evening bill (hereinafter referred to as "Complete Play"), based upon the said work "HE KNEW LINCOLN". At any time before the expiration of the year aforesaid, the Artist shall have the right to tender to the Authoress, and the Authoress promises to accept and execute the same, an agreement in writing by and between the Authoress and the Artist which shall contain the following provisions:

(A) The Artist agrees to pay to the Authoress, upon the execution of the agreement, the sum of Two Hundred Fifty ($250.) Dollars as an advance on account of the royalties to accrue to the Authoress upon the performances of said "Complete Play";

(B) The Authoress agrees to grant, and thereby does grant, to the Artist the sole and exclusive right and privilege to write, or cause to be written, and to produce, or cause to be produced, a "Complete Play", based upon "HE KNEW LINCOLN"; provided that the Artist, and/or the person or persons selected by the Artist to write the said "Complete Play" shall confer with the Authoress, during the time when said play shall be written, with reference to the atmosphere and incidents of the said "Complete Play";

(C) The said "Complete Play" shall be produced in a first-class manner and with a competent cast for an evening run in a first-class theatre within twelve months from the completion of the manuscript thereof, or in the alternative, the Artist may, upon paying to the Authoress a further sum of Two Hundred Fifty ($250.) Dollars, have an additional twelve months in which to produce, or cause to be produced, said "Complete Play".

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(D) The Authoress shall be entitled to receive a royalty equal to two and one-half per cent (2½%) of the first Five Thousand ($5,000.) Dollars of the gross weekly receipts received by the Artist from performances of said "Complete Play"; and, in addition, seven and one-half per cent (7½%) of such portion of said gross weekly receipts of the Artist from said performances which shall be in excess of Five Thousand ($5,000.) Dollars, but not in excess of Eight Thousand ($8,000.) Dollars; and, in addition, ten per cent (10%) of such portion of said gross weekly receipts of the Artist from said performances which shall be in excess of Eight Thousand ($8,000.) Dollars;

(E) Upon exercising the option aforesaid, the Artist shall also acquire and have the exclusive motion-picture rights in and to said work, "HE KNEW LINCOLN", and said "Complete Play", together with the exclusive right to make, distribute, sell or otherwise dispose of the motion pictures, and the motion picture rights of said works, both and/or either; and the Artist agrees to pay to the Authoress an amount equal to twenty-five per cent (25%) of any and all sums received by the Artist from the motion pictures and motion picture rights of the said "HE KNEW LINCOLN", and said "Complete Play"; provided, however, that if the person or persons, if any, selected by the Artist to collaborate in the writing of said "Complete Play" shall receive from the Artist an amount less than twenty-five per cent (25%) of the Artist's receipt s from said motion picture sources, then the Authoress' share of the Artist's said motion picture receipts shall equal the amount remaining after deducting the collaborator's (or if more than one, then the collaborators') share from fifty per cent (50%) of the Artist's said receipts. The Authoress states and agrees that a number of years ago, she granted a license to the Vitagraph Company to make a certain version of "HE KNEW LINCOLN" in motion picture form; and that with the exception of said Vitagraph license, the Authoress neither has nor will grant to any person, firm or corporation, any interest, right or license of any nature or description in or to the said work "HE KNEW LINCOLN", either for use upon the public stage or in motion pictures, except under and pursuant to the terms of this agreement.

(F) Said agreement shall also contain each and every of the terms and conditio s, not inconsistent herewith, of the standard contract between Authors and Producers.

8. In the event that the Artist shall fail within the year aforesaid to exercise the option to acquire the "Complete Play" rights, as hereinbefore

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provided, then such option shall be, and become, null and void, and the Authoress shall at the expiration of s id year re-acquire and have the full and unlimited ownership of the "Complete Play" rights; provided, however, and it is understood and agreed, that nothing in this paragraph contained shall be deemed to impair or limit the right of the Artist to have and to present, and to continue to have and to present, the said "Artist's Version" in Vaudeville, so long as he shall have performed and observed, and continued to perform and observe, the terms and conditions of this agreement on his part relating to the "Artist's Version".

This agreement shall be binding upon the parties hereto and upon their respective assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

_____(L.S.)

_____(L.S.)

WITNESS:

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