The American Magazine

Phillips Publishing Company

~~341 Fifth Avenue~~ Union Square, 31 East 17th Street, New York

July 19th, 1910

Mr. Cameron Mackenzie,
McClure's Magazine,
New York.

Dear Mr. Mackenzie:

I did not come into town last week as I expected to do, so that to my regret my reply to your letter of July 1st has been seriously delayed.

Let me take up your proposition by paragraphs:

You propose to pay me on all sets of the subscription edition of my Life of Lincoln sold from August 1st, 1910 until August 1st, 1915, 2975 sets now printed excepted, a royalty of 5% of the selling price to the public of the books.

I am not satisfied with this royalty. In our conversation here a little while ago you started by offering me ~~one~~ of 10% According to the figures that you yourself gave me of the profits that were made out of this subscription edition, a royalty of 10% would be, it seems to me, ~~reasonable~~ modest

Again, I do not think it fair that I should receive no return from the sets that you have sold since I went out of the business. It is, of course, obvious, that the transfer of my Life of Lincoln without my consent, ~~as the contract called for~~, and the long delay in coming to any arrangement ~~satisfactory to everybody~~ has been a loss to me. It does not seem to me at all proper that during this period of loss to me you should have the profit on this subscription set, and I should have none. Do you not think, my dear Mr. Mackenzie, that I am right about this?

In your second clause, you say that in consideration of "this concession," I am to guarantee you a free and unrestricted use of the subscription or mail order rights, and that I am to guarantee you full protection from holders of the copyright or owners of the trade rights.

I, of course, expect to guarantee you the subscription rights of the Life of Lincoln, but I cannot guarantee you that the trade edition, that is the two volume edition of the Life of Lincoln shall not be sold by mail order. Whoever handles the two volume edition will necessarily sell it by mail. No publisher would think of hampering himself in that way. I, of course, cannot give you this guarantee.

You say also that in signing this arrangement with you I admit that the S. S. McClure Company has absolute ownership in the subscription edition or mail order rights of the

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Life of Lincoln, and that the making of this agreement in no way constitutes any waiver of this company's rights or ownership.

I cannot admit ~~anything of the kind~~. I think if you will examine the terms of my contract with the McClure Company (a contract which covers all ~~of the~~ editions of the Life of Lincoln), you will see that when you transferred the Life of Lincoln without my consent you broke the contract, and that I can at any time declare the contract null and void. ~~I, of course, have no desire to do anything of this kind.~~ We certainly should be able to come to a satisfactory understanding. As I told you the other day, I am perfectly willing to sign ~~a~~ contract with you to publish the subscription edition on a royalty basis for five years; ~~but~~ if I do this, I expect a royalty of ~~at least~~ 10% on all copies of the Life of Lincoln sold from the time of the transfer of my books without my consent to Doubleday, Page & Company up to the end of the five year period. I shall expect also before signing this contract that you make satisfactory arrangements with Moffat, Yard & Company, who are now handling the two volume edition.

I shall not be willing to sign any contract which interferes with the mail order business of the two volume edition. I shall not be willing to sign one which would ~~be constituted~~ as a waiver of ownership in the subscription edition. I also must have a guarantee that at the end of five years the contract shall be renewed on terms satisfactory to us both, or the publication of the subscription edition by you discontinued.

I shall be greatly obliged, my dear Mr. Mackenzie, if you can take this up at once and let me know your view of it.

Very sincerely yours,

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