

D U P L I C A T E

THIS AGREEMENT made the fifth day of September 1923 between MISS IDA TARBELL of New York City, N. Y. (hereinafter called "the Author"), and THE MACMILLAN COMPANY of the City of New York, (hereinafter called "the Company").

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 "THE ERA OF BIG BUSINESS" 1878-1898, to be published as Volume IX of "The History of Civilization in the United States" edited by Professors Arthur M. Schlesinger, Dixon R. Fox and Ashley B. Thorndike, 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, 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 she 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 or other 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 by reason of any infringement or violation or alleged infringement or violation, by said work or by anything therein of any copyright, or property right or other right.

2. The Company agrees to print and publish said work, provided the MS. be first approved by the Editors who shall have the right to make all necessary editorial changes, at its own expense in such style as it deems best suited to the sale of the work and to pay to the Author on publication of said work, the sum of One thousand (1000) Dollars in full for all rights in said work, except the right to publish parts of it serially before book publication.

3. The Author agrees not to use during the existence of this contract the subject of said work as a basis of another work intended for students of the same grade, without the consent of the Company.

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

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