

HARPER & BROTHERS
PUBLISHERS
NEW YORK & LONDON

FRANKLIN SQUARE, NEW YORK, N. Y.
April 18, 1923.

Dear Miss Tarbell:

Enclosed are two copies of the agreement based upon the terms we decided upon during our talk yesterday. If you find the document in due order, as I think you will, will you kindly sign the top copy and return it to me, keeping the other for your files.

Just as a matter of record, I may mention that we agreed upon April 30th for the delivery of the first portion of the manuscript. I know you will meet this date, and very likely better it..

With cordial personal good wishes,
I am

Sincerely yours,

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

William H. Briggs...BS

William
1173
2-11-23
2nd copy
original
signed
W.H.B.
1173

AGREEMENT, made this 18th day of April, 1923, between MISS IDA M. TARBELL, of 120 East 19th Street, New York, N. Y., hereinafter called the AUTHOR, party of the first part, and the CORPORATION OF HARPER & BROTHERS, of the City of New York, Publishers, party of the second part.

1. In consideration of the premises, the AUTHOR hereby grants and assigns to HARPER & BROTHERS a work hitherto unpublished in book-form, entitled

"IN THE FOOTSTEPS OF THE LINCOLNS"

and also all rights of translation, abridgment, selection, and other rights of, in, or to said work. HARPER & BROTHERS shall also have the exclusive right in their own name to take out copyright for said work, and to obtain all renewals of copyright, and to hold said copyright and renewals, and to publish said work in bookform throughout the world during the term or terms thereof.

2. The AUTHOR further covenants and represents that said work has not heretofore been published, that it is innocent and contains no matter which, if published, will be libellous or otherwise injurious, or which will infringe upon any proprietary right at common law or any statutory copyright; that she is the sole author and proprietor of said work, and has full power to make this agreement and grant; and that she will hold harmless and defend HARPER & BROTHERS against any suit, claim, demand, or recovery, by reason of any violation of proprietary right or copyright, or any injurious or libellous matter in said work.

3. The AUTHOR further agrees to deliver to HARPER & BROTHERS a copy of said work, in manuscript or in type-writing; and if they are required by the AUTHOR to make alterations from such copy which cost more than fifty (50) dollars, the AUTHOR agrees to pay the excess of cost thereof.

4. HARPER & BROTHERS agree to publish said work at their own expense, in such style and manner as they shall deem best suited to its sale; and, in consideration of the premises, they agree to pay the AUTHOR ten (10) per cent. to five thousand (5,000) copies and fifteen (15) per cent. thereafter on their retail price per copy of each book thereof sold by them. Should any copies be sold at one-half or less than one-half the retail price, or for export or to schools or reading circles, or as remainders or damaged copies, they shall pay said percentage only on the price actually received for each copy so sold. If HARPER & BROTHERS receive compensation for translations, abridgements, or from any other source, such compensation shall be equally divided between the parties hereto. When compensation is in the form of advertising the AUTHOR shall receive one-fourth the value thereof in cash.

5. HARPER & BROTHERS agree to render semi-annual statements of account to January 1st and July 1st of each year, and to make settlement in cash four months after date of each statement.

6. If, at any time after the expiration of five years from the date of the first publication, the demand for said work shall not, in the opinion of HARPER & BROTHERS, be sufficient to render its further publication profitable, then they may cancel this contract, giving

*+ more rights accepted - Spauld
arrangement required
L.M.P.*

the AUTHOR three months' notice thereof; and thereupon the AUTHOR shall have the option to take from HARPER & BROTHERS, at one-half the cost of production, the printing plates of said work and plates of any illustrations furnished therefor by the AUTHOR, should they not in the meantime have been destroyed by fire or otherwise, and whatever copies of said work they may then have on hand at one-third the retail price; or, upon the AUTHOR'S failing so to take the same, HARPER & BROTHERS shall have the right to melt up the plates and to destroy the copies of said work then on hand, or to sell them as remainders at whatever price may be obtained. In case the AUTHOR buys the plates under this provision, said AUTHOR shall not have the right to use any illustrations furnished by HARPER & BROTHERS for such work without special agreement between the parties hereto.

7. This contract may be assigned by either party, but only as a whole, and no part of their respective interests shall be assigned by either party. No assignment by the AUTHOR shall be valid, as against HARPER & BROTHERS, unless and until they shall have received due evidence thereof in writing.

8. It is further agreed that the stipulations and agreements herein shall apply to and bind the executors, administrators, and assigns of the AUTHOR, and the successors and assigns of the CORPORATION OF HARPER & BROTHERS.

Harper & Brothers
William H. Briggs

Witness:
Bertha Schreck