AGREEMENT

BETWEEN

Ida Tarbell

AND

D. APPLETON AND COMPANY

FOR THE PUBLICATION OF

THE LIFE OF ELBERT H. GARY

July 3, 1924.

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V-500-6-24

Agreement,

made this third *day of* July 1924.
between Ida Tarbell
of New York City *hereinafter called* "THE AUTHOR," *party of the first part, and the Corporation of* D. APPLETON AND COMPANY, *of the City of New York, Publishers, parties of the second part.*

Author's grant

1. *In consideration of the premises, the* AUTHOR *hereby grants and assigns to* D. APPLETON AND COMPANY *a work, which is entitled* THE LIFE OF ELBERT H. GARY or some similar title *and the rights of book publication thereof,*

Copyright

and also all rights of translation, abridgment, dramatization, and selection, and all motion picture, serial, and other rights of, in, or to said work, for the United States of America and all other countries. D. APPLETON AND COMPANY *shall also have the exclusive right in their own name to take out copyright for said work in the United States of America and such other countries as they may deem expedient, and to obtain all renewals of copyright, and to hold said copyright and renewals, and to publish said work during the term or terms thereof.*

Author's guarantee

2. *The* AUTHOR *further covenants and represents that said work has not heretofore been published in book form, that it is innocent and contains no matter which, if published, will be libelous or otherwise injurious, or which will infringe upon any proprietary right, at common law or any statutory copyright; that* s *he is the sole author and proprietor of said work and has full power to make this agreement and grant; and that* s *he will hold harmless and defend* D. APPLETON AND COMPANY *against any suit, claim, demand or recovery by reason of any alleged violation of proprietary right or copyright, or any injurious or libelous matter alleged to be contained in said work; that he will not without the consent in writing of* D. APPLETON AND COMPANY, *write, print or publish, or cause to be printed or published during the continuance of this contract, any other edition of said work or any book of a similar character tending to interfere with or injure the sale of the said work.*

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Copy for printing

3. *The* AUTHOR *agrees to deliver to* D. APPLETON AND COMPANY *a copy of the said work, complete and ready for the press; together with all necessary drawings and other illustrative material* ~~*on or about*~~ *.....; and if they are required by the* AUTHOR *to make in proof alterations from such copy which cost more than ten* (10) *per cent. of the total cost of composition of the original manuscript, the* AUTHOR *agrees to pay the excess of cost thereof. The* AUTHOR *shall also, without charge, furnish copy for any index or other special matter needed for the publication of the said work. It is understood and agreed that if, at any time during the life of this contract, in the opinion of* D. APPLETON AND COMPANY *the work needs revision, the* AUTHOR *will revise the work or supply any new matter that may, in the judgment of the publishers, be needed to keep the work up to date. In the event of the* AUTHOR'S

Revision

being unable to revise the work or to supply new matter when required, D. APPLETON AND COMPANY *may procure some other person to revise the work or to supply such new matter, and may deduct the expense thereof from the royalties first accruing on the sales of such revised edition.*

4. D. APPLETON AND COMPANY *agrees to publish said work at their own expense, and, in consideration of the premises, they agree to pay the* AUTHOR, *or* **her** *.....legal representative, ten* (10) *per cent. of the catalogue* (*retail*) *price for each copy thereof sold by them* ~~*over and above one thousand* (1,000) *copies, excepting that when the sale after the first printing does not exceed five hundred* (500) *copies in any year, the royalty on sales for that year shall be one-half* (½) *of the regular royalty*~~. *Should any copies be sold at one-half* (½) *the catalogue* (*retail*) *price or less, they shall pay said percentage only on the price actually received for each copy so sold.* ~~*On all sales made by any foreign branch office of* D. APPLETON AND COMPANY, *one-half* (½) *the regular rate of royalty shall be paid.*~~ D. APPLETON AND COMPANY *also agree to pay the* AUTHOR *fifty* (50) *per cent. of all moneys received by them from the sale of any rights contem-*

Publication

Author's royalty

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plated in Paragraph number one (1) hereof other than book publication rights, ~~and also fifty (50) per cent. of any receipts from the lease of a set of plates to any other publisher for a foreign edition of the said work.~~

5. It is also understood and agreed that if the said work is published in a cheap edition at a price less than the catalogue (retail) price of the original edition, D. APPLETON AND COMPANY shall pay to the AUTHOR, in lieu of the royalties mentioned in Paragraph number four (4) of this contract, a royalty upon the said cheap edition of ten (10) per cent. of the price actually received for each copy of said cheap edition sold by them; and that, should D. APPLETON AND COMPANY lease the plates of the said work for an edition upon a royalty basis, to be issued either over their own imprint or over the imprint of another publisher and to be sold through the ordinary channels of trade or by subscription only, either separately or in connection with other works, they shall in that case divide equally with the AUTHOR the royalties received by them from such lease or the sale of such edition.

Cheap edition

6. It is further understood and agreed that if D. APPLETON AND COMPANY should issue the said work, over their own imprint or over the imprint of another publisher, in an edition to be sold by subscription only, either separately or in connection with other works, excepting by lease of the plates as provided in Paragraph number five (5) of this contract, they shall in that case pay to the AUTHOR a royalty of five (5) per cent. of the catalogue (retail) price of the regular edition on each copy of the said work sold in such subscription edition, in lieu of the royalties mentioned in Paragraph number four (4) of this contract.

7. D. APPLETON AND COMPANY agree to render semi-annual statements of account to January 1st and July 1st of each year, on May 1st and November 1st following, and to make settlement in cash at the same time.

Statements of account

8. If, at any time after publication of said work, the plates be rendered useless by fire or otherwise, and if D. APPLETON AND COMPANY shall decline to reproduce them, then, after the sale of all copies remaining on hand, they shall, upon written request, reconvey to the AUTHOR the copyright and all rights herein granted, and this contract shall terminate. No insurance whatsoever shall be effected by D. APPLETON AND COMPANY for the AUTHOR.

Destruction of plates

Insurance

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Discontinuance of publication

9. *If, at any time after the expiration of ten* (10) *years from the date of the first publication, the demand for said work shall not, in the opinion of* D. APPLETON AND COMPANY, *be sufficient to render its further publication profitable, then they may cancel this contract, giving the* AUTHOR *three* (3) *months' notice thereof; and thereupon the* AUTHOR *shall have the option to take from* D. APPLETON AND COMPANY, *at one-half* (½) *the cost of production, the plates of said work and plates of any illustrations furnished therefor by the* AUTHOR, *should they not have been destroyed by fire or otherwise, and the stock on hand at one-third* (⅓) *the catalogue (retail) price; and, upon the* AUTHOR'S *failing so to take the same,* D. APPLETON AND COMPANY *shall have the right to melt up the plates of said work. And it is further agreed that if, after the expiration of two years from the date of first publication of said work, there shall not, in the opinion of* D. APPLETON AND COMPANY, *be any further sale for said work in the regular channels of trade, they shall have the right to dispose of such copies as may be on hand, at cost or less, without payment to the* AUTHOR *of royalty upon such copies.*

Disposition of plates and stock

Assignment

10. *This contract may be assigned by either party, but only as a whole. No assignment by the* AUTHOR *shall be valid as against* D. APPLETON AND COMPANY, *unless and until they shall have received due evidence thereof in writing.*

11. *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* D. APPLETON AND COMPANY.

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12. It is further understood and agreed that, on all sales of the said work made in Great Britain and Canada, D. APPLETON AND COMPANY shall pay the AUTHOR a royalty of ten (10) per cent. on the catalogue (retail) price of each copy so sold.

13. It is further understood and agreed that D. APPLETON AND COMPANY guarantees to pay the AUTHOR the sum of ten thousand (10,000) dollars against serial and book rights in the said work and that the AUTHOR shall be at liberty to draw on D. APPLETON AND COMPANY from time to time for such amounts of the ten thousand (10,000) dollars as she may need.

14. It is further understood and agreed that of all sums secured by the sale of the serial rights in the said work the first ten thousand (10,000) dollars, less any amounts drawn in advance by the AUTHOR under clause thirteen (13) of this contract, is to be paid to the AUTHOR; that the next five thousand (5,000) dollars is to be paid to D. APPLETON AND COMPANY; and that any amount received from serialization exceeding the said fifteen thousand (15,000) dollars shall be divided evenly between the AUTHOR and D. APPLETON AND COMPANY fifty (50) per cent. to each.

15. It is further understood and agreed that, should the sum realized from the serial rights in the said work not be sufficient to reimburse D. APPLETON AND COMPANY for amounts advanced the AUTHOR under clause thirteen (13) of this contract, the difference between said amounts and the amounts advanced the AUTHOR under clause thirteen (13) of this contract shall be charged against and deducted from the royalties due the AUTHOR on the published work.

16. Paragraph 3, line 3 "on or about" has been stricken out. Paragraph 4, lines 3,4,5,6 "over and above one thousand (1,000) copies; excepting that when the sale after the first printing does not exceed five hundred (500) copies in any year, the royalty on sales for that year shall be one-half (½) of the regular royalty" have been stricken out; lines 8 and 9 "On all sales made by any foreign branch office of D. APPLETON AND COMPANY, one-half (½) the regular rate of royalty shall be paid" have been stricken out; lines 11,12,13 "and also fifty (50) per cent. of any receipts from the lease of a set of plates to any other publisher for a foreign edition of the said work" have been stricken out. All before signing.

Ida M. Tarbell

D. Appleton & Co.

Rutger Bleecker Jewett
Vice Pres

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