GOLDIE & GUMM
1540 BROADWAY
NEW YORK

August 3rd, 1926.

Miss Sarah A. Tarbell,
R. F. D. No. 3,
Bethel, Connecticut.

Dear Miss Tarbell:

Herewith please find copy of agreement between Ida M. Tarbell and Shubert Theatre Corporation, granting license for the use of a sketch adapted from "HE KNEW LINCOLN" in their forthcoming production "GAY PAREE", duly signed by Mr. J. J. Shubert in behalf of Shubert Theatre Corporation.

Also please find my bill for services covering the negotiations in reference to this agreement and the various drafts leading up to the instrument finally agreed upon.

Yours sincerely,

H. Hamm Gumm

HHG:ES
Encs.

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**GOLDIE & GUMM**
**1540 BROADWAY**
**NEW YORK**

August 3rd, 1926.

SARAH A. TARBELL,

-to-

GOLDIE & GUMM, Drs.,

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To services rendered in connection with negotiations and drafting of agreement between IDA M. TARBELL and SHUBERT THEATRE CORPORATION in respect of sketch adapted from "HE KNEW LINCOLN"

Fee . . . . $100.00

Received payment,
Goldie & Gumm

July 16, 1926.

Shubert Theatre Corporation,
223 West 44th St.,
New York City.

Gentlemen:

Upon the terms and conditions hereinafter set forth, each of which is of the essence hereof, I agree to and do hereby lease to you the sole and exclusive right to present in a forthcoming revue to be presented by you, now entitled "Gay Paree" (Title of which is subject to change) a sketch adapted from my work entitled "He Knew Lincoln".

1. I warrant that the said work is my sole and original composition and that I have the right to grant to you the rights granted hereunder, and I hereby grant to you the right to present the said sketch during the theatrical season 1926-27 as said season is defined and limited in The Actors Equity Association" Run-of-The Play" contract.

2. For each and every week in which the said sketch is presented in the said revue you agree to pay me therefor and I agree to accept as full royalty the sum of Fifty ($50.) Dollars per week, which summ shall be sent to me or to my designated representative, Mr. H. Harold Gum, at 1540 Broadway New York City, on the Saturday of each week.

3. You agree to print my name in all programs of the said revue and announcements of the said sketch as the author of the work upon which the said sketch is based.

4. You represent that Charles (Chic) Sale is engaged by you as a featured member of the cast of the said revue and you agree that the said Sale shall be used by you to portray the part of "Billy Brown" in the said sketch, but it is specifically agreed that such time as the said Chic Sale shall fail to appear by reason of default or illness on his part, you shall have the right to place an adequate substitute therein, the said Chic Sale to resume his part upon his re-entry into the cast.

5. It is agreed that you shall employ the sketch from the said work written by Mr. Sale and that any deletions from or additions to the said sketch shall be made only with the advice of Mr. Sale.

6. In the event of any default on your part at any time to make any payment of royalty as above provided I shall have the right to give you notice in writing and unless you cure said default within three days from the receipt of said notice by you the lease hereby granted shall, at my option forthwith terminate and come to an end and all rights hereby granted shall thereupon revert to me with the same effect as though this lease had never been made.

7. It is agreed that so long as the said sketch is presented by you no other person shall have the right to present in any public place of amusement or to broadcast by radio, any writings

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extracts, or other sketches from or based upon the said work and it is further agreed that any lay-offs and other interruptions of three weeks or less in length shall not be deemed to be a lapse of presentation sufficient to affect the rights herein granted; provided, however, and it is agreed that if and when the total of lay-offs or other interruptions in the presentation of the said work shall have aggregated the total of twelve weeks in all, beginning with the date of the first public performance of the said revue, then and in that event I shall have the right, at my option, to bring to an end this lease, and to terminate all of your rights in and to the said work, and in the event of my said election, all rights hereby granted shall thereupon revert to me.

If the foregoing is in accordance with your understanding and agreement, your execution hereof in the place provided below beneath the word "Accepted" will make this a contract between us.

Yours very truly,

In the presence of:

Ida M. Tarbell

By Sarah G. Tarbell
Attorney-in-fact for
Ida May Tarbell.

ACCEPTED:

SHUBERT THEATRE CORPORATION

BY

In the presence of:

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