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October 18, 1909.

Miss Ida M. Tarbell,
New York City.

My dear Miss Tarbell:-

That I have not closed up the contract that Mr. Bacon sent me some weeks ago is due entirely to the fact that we are plunged into a fall campaign which is occupying every minute of my attention, and for the most part at night as well as day. Meantime our arrangement continues to run upon the general understanding as expressed in our letters, on the strength of which we purchased the plates from Doubleday Page & Co. As soon as the season gives me a little breathing time we will get to work on the contract, as of course it is desirable to reduce our arrangement to a more regular shape as soon as conveniently possible.

Meantime, however, I was recently very much astonished to be called up by Mr. Jennings, of Doubleday Page & Co., and told that they had made an arrangement with a sub company of the Mc Clure Co. to furnish all the copies they want of the "Lincoln", without royalty to you or profit to us. They had made arrangements with this Mc Clure sub company on the basis of no profit to anybody except the Mc Clure sub company. I replied (the conversation was over the 'phone) that I had never heard of such an arrangement as this and that I was not prepared to talk about it. I asked, however, who made the profit out of it since neither you nor Doubleday's nor ourselves got anything out of it. They said that this was done in pursuance of an arrangement made at the time they took over the Mc Clure business. Mr. Jennings added that Mr. Lanier, when he sold me the plates, had forgotten to mention this little matter of a subscription edition. They took it for granted we would agree to it.

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I did not further commit myself, but I did a lot of thinking. I instituted some inquiries which resulted in the following facts:

First: This edition is sold by the Mc Clure sub company at $10.00 for a four volume edition. It is sold on the plan of something down and the rest in installments.

Secondly: This edition is enormously more profitable than the trade edition. It exceeds the trade edition in cost only by doubling the cost for paper and binding. Its net returns are very much larger than the trade edition.

Third: This edition sells between three and five sets for every set of the trade edition sold.

Now Miss Tarbell, it strikes me that this is a rather serious matter. Apparently your biggest profits are not going to you at all, nor to anybody whom you officially recognize. I certainly expected for ourselves that we would be able to make subscription arrangements with this book which would be of considerable profit both to the author and ourselves. It was part of the great inducement in my mind toward getting the work, and in our councils together we all felt more anxious to get your works because we felt that something could be done in this line. We knew that the Mc Clures Magazine had once had a subscription edition of your book, but we saw nothing in your contracts with them, and there was nothing in our arrangements with you or with Doubleday Page & Co. to arouse a suspicion in our minds that a very valuable part of this business was being quietly "cubby-holed". We took it for granted that the subscription arrangement, whatever it was, would come under our control, and that we would be able to administer it until its natural expiration, and at that time to either renew it, or arrange over again with some other magazine to perhaps better advantage.

With these considerations in view I set the whole matter to one side, knowing that as we possessed the plates, they would have to come to us when their present stock was exhausted. There was, therefore, no hurry to bring

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this to an isuue. Mr. Jennings had told me on this occasion that they had renewed their arrangement with the Mc Clure sub company in the spring for a period of two years, and I know them well enough to know that they had filled them way up with stock before they gave up the plates.

Recently, however, they have apparently been a little nervous over my failure to come quietly to time with an acknowledgment that we would prove complaisant about this subscription edition. Mr. Jennings came over to see me a few days ago about a release which he was to furnish Mr. Bacon, and asked me to agree to it. It was a form which Mr. Bacon had prepared, and I agreed to it, naturally, without a word.. I rather wondered why I should even be asked to agree to it since we were no party to it whatever. I felt as if something more than this was intended by the visit. In fact at that time Mr. Jennings made some tentative reference to the subscription edition, but again I remained entirely non-committal.

This morning things have come to a head. Mr. Jennings has sent me over the enclosed contract, which explains itself. You will observe that the document they ask us to sign is extremely sweeping. It is not limited by any two year arrangemets such as Mr. Jennings had told me over the 'phone that they had made with this Mc Clure sub company. It asks us to put ourselves out of the game forever and forever.

Now Miss Tarbell, I have no notion of doing any such thing. To do so would be to sacrifice bona fide rights which we possess and to put ourselves absolutely out of the position of safe guarding your interests, as your publishers should do. I do not know what the arrangement is by which Doubleday Page & Co. claim to transfer to this Mc Clure Co. all your natural royalties in this very large and handsome business. Whatever the contract is, I am absolutely sure thatnyou were entirely too generous, that you have given away and are giving away good money in considerable quantities. In fact, I would not be sur-

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prised to learn that the natural royalties from this edition would nearly equal your entire royalties from all other sources. Why are you giving this Mc Clure sub company these royalties? and when is your contract up with them? Every contract must have a time limit. Mr. Bacon will tell you that. You cannot be expected to sacrifice your natural income from this edition forever because you were generous at the beginning. I wish you would talk this whole matter over with Mr. Bacon and let us see where we stand.

Meantime, I shall do nothing, sign nothing, and say nothing, until we know where we stand. I suspect that Doubleday Page & Co. had no right in the first place to make this contract with the Mc Clure sub company. Mr. Seldon will know that better than I. In any case, they had no right to sell us the plates and afterward spring on us the statement that the rights to the biggest part of this business did not go with them

There is a great deal of business for a good many years in a subscription edition of the "Lincoln". Perhaps it can continue with this Mc Clure sub company at a good profit to us and to you. If not, there are various other magazines which would be willing to take up the book, on good terms. There are various other ways also beside this one of securing business from a subscription edition of your "Lincoln".

To save you trouble, I am sending a copy of this letter to Mr. Seldon Bacon.

Sincerely yours,

Robert D Yard

RSY/M

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Copy

New York, October 15, 1909.

STATEMENT OF UNDERSTANDING between Doubleday, Page & Company and Moffat, Yard & Company, hereinafter called the parties of the first part, and The S. S. Mc Clure Company and the D. A. McKinlay Company, hereinafter called the parties of the second part, as follows:

(1.) The parties of the first part acknowledge that all subscription rights whatsoever to the four-volume subscription edition of Ida M. Tarbell's "Life of Lincoln" vest in the parties of the second part, free of all claims by the parties of the first part.

(2.) That the parties of the second part are free to manufacture plates print and sell either by mail or through agents, the four-volume subscription edition above referred to, without regard to any existing rights that the parties of the first part may have in the two-volume trade edition of the above mentioned work.

(3.) That at no time have any of the subscription agents in the four-volume subscription edition been transferred by or passed from the parties of the first part.

Henry Lanier, Secretary.
.....
Doubleday, Page & Company

.....
Moffat, Yard & Company

Cameron Mackenzie, Treas.,
(Signed).....
S. S. Mc Clure Company

Cameron Mackenzie, Treas.,
.....
D. A. McKinlay Company

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