

GOLDIE & GUMM
1540 BROADWAY
NEW YORK

December 4th, 1935.

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

Re: "Chic Sale"
"He Knew Lincoln"

Dear Miss Tarbell:

Mr. Sale is in New York for a day or two. He still has in mind some arrangement with reference to the Lincoln sketch. His thought at this time is that he wishes to pay \$10 for each week that he uses it, whether one or more times whether for concert or vaudeville work. Anything other than concert or vaudeville is to be subject to a special arrangement. Under this proposition you will still reserve the right to license anyone else to use it for any purpose, including concert or vaudeville. He does not wish to undertake to use it any specific number of times in any specific period, whether a year or more or less. The agreement is to continue for the duration of the copyright. There is to be no payment if he uses the work in a "benefit" for which he receives no compensation.

The writer (Mr. Gumm's partner) has attempted to get in touch with you by telephone. As Mr. Sale may leave town Friday, it seemed best to send this letter. I will appreciate it if you will telephone me. It seems an opportune moment to bring this matter to a conclusion. I understand your attitude toward Mr. Sale is very friendly indeed and I therefore make no comment on the terms suggested by him. The fact that his license is limited to vaudeville and concert work and that you will not be excluded from issuing licenses to others, even for vaudeville and concert, may render his offer satisfactory to you in view of all the circumstances.

If the financial terms are satisfactory to you, the only drawback that I can see in the offer is this: you would not be able to give anyone else an exclusive license in respect of vaudeville or concerts. In these days either field seems quite limited.

Mr. Sale only mentioned the term of the copyright. It is the writer's impression that the term of the copyright must be expiring soon. Is that the fact?

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You might, perhaps, wish to inform us what your attitude would be in the event that it should occur to Mr. Sale to wish to include in his license any renewal term of the copyright. If the renewal is secured by you during your lifetime, there is a possibility that the contract might be considered binding upon you after the renewal. It is quite doubtful whether any contract you might make would bind anyone entitled to secure the renewal by virtue of the statute. I refer of course to persons who, after having survived you, are named in the copyright law as entitled to the renewal.

I will appreciate it if you will give me a ring as soon as convenient to you after receiving this letter.

Yours very truly,

Wm. V. Goldie

WVG:GM