

(Dictated.)

Mayville N.Y.

April 5th 87.

Roberts Bros.

Gentlemen:

Yours of the 6th rec'd.

Of course, there is some difficulty about a publishing contract, but like a contract of partnership the best way to avoid trouble is by having it right at first. I do not wish any advantage nor to put you in any place where you may suffer loss. My husband suffered a great deal of loss and serious inconvenience with one of his books in the very way I wish to avoid. The firm went into bankruptcy and the assignee claimed everything. Only the fact that he was a lawyer and thoroughly versed in copyright matters enabled him to rescue the right to publish his own book. "A burnt child dreads the fire", you know, and it is just such mishaps I wish to be protected against and it can do no harm ~~and~~ or give you any embarrassment to have it so arranged.

Let me explain my views on the point of difference.

1--As to the right reserved to publish in a uniform edition after three years. I do not know that I shall ever desire to avail myself of this reservation but if I should I would have no use for one printed from your plates. What I reserve is the right to set up and print as part of a uniform edition after three years. If it has a good sale you will get all there is in it independently before that time.

2--I object to your amendment to my last amendment because it does not in any degree meet the conditions of that condi-

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tion. I wish by that merely to provide for two contingencies:

(1) That you shall not assign the right you have under this contract to another who may be irresponsible and unreliable.

(2) In case of your failure, as from experience we know publishers do fail sometimes, I do not want my copyright going into your assets.

Now the remedy I propose is to say plainly that you shall not assign your interests under this contract without my consent and that it shall not pass to your legal representatives in case of failure.

The remedy you propose is--

1--That either party may abrogate the contract on six months notice.

2--That ~~affixxxxx~~ if given by me I shall purchase electros and copies on hand.

3--If given by you, I may purchase at cost electros and copies on hand.

I have not asked for any right to abrogate the contract, do not care for it and do not believe it can be fairly arranged for.

I am willing the contract should stand as long as Roberts Bros. do business which I sincerely trust, may be "as long as grass grows and water runs", but if you should ever want to go out of business I do not want you to sell me out without my consent.

So too, without my proposed amendment a bankruptcy or assignee's sale means at least a lawsuit. Without it or an equivalent safeguard if you should be so unfortunate as to fail with

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the first edition upon your shelves, a sheriff's sale would deprive me of every cent of interest in it and make my interest in subsequent editions, at least, doubtful.

I will put the condition in another form to meet three possible contingencies if you desire. I only want what is fair believe you desire the same.

Suppose you have instead of the last written condition, the following:

VI.--It is farther agreed upon like considerations as the following, that the rights and privileges conveyed by the party of the first part to the party of the second part herein, shall not be assignable by the party of the second part except with the knowledge and consent of the party of the first part first had and obtained.

by and
VII.--It is farther agreed between the parties hereto, in consideration of the foregoing premises, that in case of the failure or insolvency of the said party of the second part during its pendency, the rights and privileges herein conveyed shall not pass to the assignee or legal representative of said insolvent firm but shall revert to the said party of the first part. Provided-That the stock on hand may be disposed of by such assignee for the benefit of the creditors of said firm subject to the royalty of said party of the first part, and that the party of the first part shall pay to such representative the reasonable value of the electrotype plates at that time, the same to be ascertained by arbitration if not agreed upon by the parties.

