

— and — doing business under the
name and style of —

This Memorandum of Contract between Emma K.
Tourgee, of Mayville, County of Cleburne, ~~and State~~
of New York ^{of the first part} and Robert Bonner's Sons, proprietors
of the New York Ledger, of the City and County of New
York, State of New York, of the second part. —
Witnesseth — That the said party of the first part ^{consents that she} is the
owner of a certain work of fiction, now in process of
preparation, by Albion W. Tourgee, author of "A
Fool's Errand" and other works, to be entitled "A
Son of Abdullah" unless some objection to that
title should appear, or a better one be found,
the said work to be of the character heretofore indi-
cated by the said Albion W. Tourgee in correspond-
ence with the said parties of the second part, to
~~contain~~ contain from 80,000, to 100,000
words; that the same shall be ready to begin serial
publication by the first of ^{April} ~~May~~, 1890, unless prevented
or delayed by the death or serious illness of
the author; that she will copyright the same in her
own name ^{in the name of} the party of the second
part, if they shall prefer, and ^{in consideration of the premises herein} that she agrees to
sell the same, to the said parties of the second

part are the following terms and conditions, to wit:

- 1- The said parties of the second part are to pay her \$2,250 for the serial use of said story in their Newspaper the New York Ledger, one half on the delivery of half the manuscript, ^{to the said parties of the second part} and the balance when the remainder is delivered.
- 2- That the said parties of the second part are to pay her the sole right also to publish the said story in book form and are to pay to her a royalty of 15 percent on the retail price of all copies sold in cloth binding on any other binding except ordinary paper, ^{and this} retail price of such to be in no case less than one dollar per copy; and the said parties of the second part to pay her 10 per cent of the retail price in paper covers, said price to be not less than 50 cts per copy and no paper covered edition to be published until one year after the cloth edition appears.

- 3- That settlements of copyrights royalties shall be made by the said parties of the second part with the said party of the first part on her resp² certificate, semi-annually, in January and July and the amount due paid to her order.
- 4- That the said parties of the second part shall supply the said party of the first part with as many copies of the said work as she may desire at the lowest rate allowed to any wholesale jobber.
- 5- That this arrangement shall not be construed to include any right of translation or dramatization of said said work.

And the said parties of the second part hereby by covenant that they accept the above conditions and in consideration of the agreements therein made by the said party of the first part they hereby covenant and agree to perform their part thereof faithfully, to pay the sum agreed stated for serial use and the royalties specified upon the books sale, to the said party of the first part, her agent attorney or assignee hereof, during the subsistence of the copyright of said story. And it is mutually agreed that in case the said parties of the second part

shall at any time abandon ^{the} ~~the~~ publication or desire
to relinquish the control of said work, the said
party of the first part shall have the privilege of pur-
chasing the plates of said work at a fair ap-
praisal by referees chosen by ~~and~~ both parties.

In testimony whereof the said parties have
hereunto set their hands, and seals, in the
presence of us of the 22d day of June in the
year of our Lord one thousand
eight hundred and Eighty seven.

Attest as to Emma K. Judge

Attest as to Robert Bonner's Sons.

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"I am glad to say," I rejoined sharply, "that I have no know-
ledge of the whereabouts of any such person and do not care to have."

"Don't be a fool, Fountain," said Mr. Swallow turning quickly
towards me. "There is no ~~call~~ ^{occasion} for you to make such a remark and it is
the best client lounge + Swallow never lived and it does not become any
quite possible ~~that~~ you may live to regret it. Hazzard is no saint,
one in our employ, to speak in that style about him. He is
but it is something to his credit that he is not ~~an~~ devil. You ~~have~~
you and your client have good
reason to know that and ought to feel grateful for it."

"I was so astounded at his words that I knew not what to say.
Indeed, I could not understand what he meant, for it did not seem pos-
sible that he could know what significance his words had to me; so
I stood leaning against the door, trying to mutter some excuse, grow-
ing hot and cold alternately and wishing the great iron beams
that upheld the solid fireproof building would suddenly give way
and let me drop through into the sub-basement twenty feet below the
pavement. I felt as one sometimes dreams of being--utterly naked
before a thousand curious mocking eyes. I was recalled by Mr. Gauge's
remonstrant tone.

"There, there, Swallow, what's the use of jumping on Mr. Fountain
for not knowing what you wish to learn. He is not to blame."

"Not for his ignorance, certainly; but he is at fault for his im-
pudence. He of all men has no right to speak ill of ----of---Hazzard."

"Oh, you've always had something tangible outside the impression to support your action before."

"^{Am} Did I? Perhaps in the instances you have known beforehand that may be true, but I have had some experiences of this kind that I have not told you. Perhaps, I was afraid, perhaps ashamed, at all events I did not tell them. I am going to tell Mr Fountain where he is going, what he is expected to do and why he is sent, and in order to keep him from thinking it a fool's errand as you persist in calling it, I am going to tell you ^{also} a little of my own experience. Lock the door, if you please, Mr Fountain, and then come and sit down here."

He took a seat at his desk by the time I had done as he bade me, had taken an old case book from one of the drawers and wheeling about in his chair faced me. Mr Gauge sat on my left, one elbow on the edge of the desk nervously cracking the joints first of one set of fingers and then the other. Mr Swallow sat leaning forward, his round, massive head hung down between his shoulders as was his wont when intensely interested in what he was about to say.

"Mr. Fountain," he began sharply, "you are going to Europe to hunt up----Hazzard and do whatever he requires to be done. Mr Burrill will go with you to advise and assist you. Together or singly if need be, you will represent Gauge & Swallow. Individually, Mr Bur-

ment. He has been one of the most liberal, obliging and yet imperious clients we have ever had. If he has sometimes demanded almost impossible things, he has always been ready to pay unprecedented rewards for their performance. After much persuasion, I have consented to become his instrument and carry out his plans for extracting whatever of good there may be from a very shady life. Of course, my active functions will not begin until his death and will then be very difficult. He has done what he can to secure my success by amply equipping me with funds to carry on any contest that may arise. These things of course, make me very anxious to omit nothing that may be necessary to carry out his wishes, not merely for the advantage to be derived from their fulfillment but also for the pride I have in accomplishing such a task. You can see that twenty-four hours or even perhaps an hour's delay in obtaining news of his death might be, if not fatal, at least a very serious detriment. Position is everything in such a fight and the ~~man~~ man who first gets control of such an estate has incalculable odds in his favor."

"But why do you refer to him as dead or about to die?" I asked

"Is his health at all precarious?"

I hardly know why I hoped I might learn that it was. It could mean nothing to me whether he lived or died.

"Not exactly," was the reply "but Mr Hazzard has lived, not per-

cisely a fast life, perhaps, but up to the full measure of his ~~strong~~ strength--doing more than ten men ought to undertake--crowding centuries into a lifetime--and when such a man begins to fail, the downward course is almost always rapid. He was by no means well when he left the country two years ago and though he has made the round of the health resorts of Europe, and has led a comfortable, enjoyable life, I very much doubt if he has regained any great amount of his ~~lost~~ lost vitality. But for the unflagging watchfulness and care that have been exercised in his behalf, indeed, I doubt if he would ~~be a~~ have ~~been able to~~ lived even a month after his departure."

"But no news is good news", I said for no reason in the world except that he seemed to expect me to say something.

"Hardly," responded Mr Swallow, "when the man whose silence is in question, is one of such abnormal activity as--Hazzard. If I knew that he was engaged in some great scheme, I should not be surprised at not hearing from him for a year or ten years; but when I have reason to know that he is engaged only in getting the utmost possible enjoyment out of what remains of life and maturing plans to be carried out after his death, a silence of three months becomes portentous. I will admit, however, Mr Foubtain, that this silence is not the only source of my anxiety. What I am now about to tell you is ~~strictly~~ strictly confidential and must never be mentioned to any one unless it