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MEMORANDUM of an Agreement made on this the twenty-ninth [29th] day of July, A.D., one thousand eight hundred and eighty-nine [1889] between Emma K. Tourgee of Mayville, Chautauqua County, State of New York, of the first part, and J.B. Lippincott Company of the city of Philadelphia, a corporation organized under the laws of Pennsylvania, of the second part, relative to the manufacture and publication of a work entitled "With Gauge & Swallow," of which the party of the first part is editor and owner of the copyright.

1. The party of the first part agrees to place in the hands of the party of the second part the complete MS. copy of the said work for the use of the compositers, and to perform whatever duties appertain to her as editor while the same is passing through the press, which agreement is admitted to have been fully performed before the final signatures and ensembling of these presents.

11. The party of the second part agrees to publish the work in suitable style, <sup>as already agreed upon or as may hereafter be agreed upon by the parties</sup> and to use their facilities for the distribution and sale of the same, paying to the party of the first part, or her heirs, assignees, or legal representatives, for the privilege of publishing, a copyright of ten per cent [10%] of the retail price of each copy sold by them, it being understood, however, that for any sale in foreign countries, a reduced copyright of one-half this rate shall be paid. It is provided that such copies of the book as may be given away by the party of the second part to editors or others, to promote the sale, shall not be subject to copyright. Accounts shall be rendered in February and August of each year, and subsequent editions shall be subject to the same terms, <sup>the style and retail price to be always matter of mutual agreement.</sup>

111. It is further agreed by and between the parties hereto that this agreement shall continue in force during the period of five years and that at the expiration of this period, the party of the second part shall be privileged to dispose of the copies remaining on hand, as they deem best, free of copyright, it being understood that the party of the first part shall have the option of taking said copies at cost of manufacture and if the proceeds from such a sale shall exceed the cost of manufacturing, the excess shall be divided between the parties of the first and second parts, proportionately to their respective interests in the profit from regular sales.

IV. The party of the second part is privileged to dispose of the advance sheets of the book, or of duplicate stereotype plates of the same, to any English or foreign publisher that may desire either, paying to the party of the first part one-half of the profits realized from such sale.

To the faithful fulfilment of the foregoing agreement, we the said parties do hereby bind ourselves, our heirs or assigns.

Witness our hands and seals hereunto affixed, as of the date above written.

WITNESS:

J. H. Rawlings as to C. L.

J. B. Lippincott Company  
President

W. H. ... as to RPM

R. P. ...  
Secretary