

Oct 21st 1889.

J.B.Lippincott Company.

Gentlemen.

Please excuse the delay in replying to your of the 15th inst. It came when I had a very important matter on hand and I could not lay it aside to give your letter proper attention.

Your company should, I think be described as "a corporation organized under the laws of Pennsylvania.

As to the authentication, let it be either by the signature of the President or Secretary, as such; that is, A.B. Pres. or Sec. J.B.L. Co or J.B.L. Co. by A.B. Pres or Sec.

Your objection to limiting the contract to five years cannot be considered. It is a bit of knowledge learned by sharp experience which we are not likely to forget.

I did not intend by my remarks on the matter to criticize either your method or your counsel's advice. I merely expressed my own opinion in securing Mrs Tourge's interest.

You had already expressly assented to the 50% off on sales to her, which was a condition of her assent to your publication.

Your proposal of 40% off without copyright, even if she were disposed to release you from your previous agreement is not a concession worth putting into writing. It means simply 30% off which is putting her on the level with the small dealer who buys half a dozen copies. You give a large dealer 40% off, or perhaps "40 and 5 off" and still pay the royalty. Why you should be unwilling to treat her with less consideration, I do not quite understand.

As to the foreign sale, she does not expect much from it, but it is no part of her agreement with you thus far, and she would rather have nothing than be sealed down in the way you propose. She does not consent to anything less than 5% royalty and one half the gross price of duplicate plates. The proposal to let you control the foreign trade was simply a matter of convenience.

In case you do not wish to accede to these terms, please bear in mind that her consent to publication in book-form by you is as yet conditional only, and your right of the same character. If she has to work the foreign part separately, you must of course delay publication until that is arranged, as the sending out even of editorial copies would void her right of foreign control and lead to needless complication.

I am sorry, gentlemen, to seem arbitrary in insisting on these conditions; but you must remember that your proposal to stop the serial publication at eight numbers after specifically agreeing upon twelve, and the consequent interruption of a work laid out to be done in a specified time, and the injury naturally made in the series by the frequent and long interruption makes us inclined to be cautious and what I have written above is only to show how the matter looks from our standpoint. We were seemingly compelled in order to have the serial publication go on--in verity to have you carry out your original contract--to accept a less discount for book publication by half than any other book of mine has ever been given to a publisher--all the others varying from 20 to 15% royalties, except one which is 12 and a half. Mrs. Tourgee sells a great many of my books, and has an agreement with all the publishers to buy books from them in any number she desires from 1 to 500 or more, at 50% off retail price. She has never before been asked "to pay cash or settle monthly," but the amount to her debit for books furnished is simply deducted from credits due her at the half-yearly settlements.

We have endeavored to co-operate with you heartily, and save all possible expense notwithstanding the very unfavorable terms we were compelled to accept, and hope to continue to do so, but you must not be surprised if we are cautious about modifying existing agreements when they may affect us unfavorably.

Sincerely yours,