

D. D. Merrill Company

Dear Sir,  
I enclose contracts

such as the owner of  
the copyright ~~is~~ is willing to make.

The forms you sent are the only  
many publishers contracts, which are well  
enough for the publisher but ~~leaves~~ <sup>it leaves</sup>  
the copyright absolutely at his mercy.

Of course ~~the~~ Of course, this is no restric-  
tion on the publisher. He is just as hon-  
est as other men and no more so. Both  
parties to a contract have rights which it  
is their business to protect. A well hel-  
d contract leaves no room for dis-  
satisfaction; a one-sided one may  
be satisfactory on ~~many~~ <sup>the</sup> the  
reverse.

D

You will find the chief differences between this and the one you proposed to be -

- 1 - Limitation of contract to 5 years,
- 2 - Semi-annual paper accountings.
- 3 - Copyrighters' assent necessary to fix retail price.
- 4 - Copyrighters' assent to ~~publication~~ ~~in new style~~ or style of publication necessary.
- 5 - Restriction of publishers' power to terminate contract after two years.
- 6 - Reservation of copyrighters' ~~privilege~~ to examine verify account.

There are all such restrictions as common business prudence would dictate.

in my business arrangement and are  
the result of an experience from the au-  
thor's side, which has been notably pleas-  
ant, ~~and~~ because it has generally  
been well grounded.

~~Yours truly~~ Respectfully,

A. W. Sawyer -

No one would ever think of putting  
such a restriction of restriction and privilege  
in any other such relation. The nearest  
approach to it in a legal sense is the  
manufacture of a patented article on a  
royalty which no one would ever  
dream of ~~less~~ learning, ~~indeed~~ in the  
manufacturers' control. Only habit has  
changed this rule in case of publishers'  
contracts, the copyrighters being usually ignorant  
of their interests, ~~and~~ or ~~uncustomed~~ <sup>accustomed</sup> to legal ~~form~~  
formulating such restrictions -

1

This Memorandum of contract between

Aimee L. Jorgiee of the town of Mayville,  
State of New York, <sup>of the first part</sup> and the D.D.

Merill Company, Publishers of the  
City of St. Paul State of Minnesota,  
<sup>of the second part.</sup>

Witnesseth

That in consideration  
~~that~~ ~~in~~ ~~so~~ of the mutual advantage  
to be derived from the  
premises hereinafter recited,  
that the said parties do hereby  
give covenant and agree with  
each other, as follows, to  
wit:

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If the said party of the first part being the ~~owner and~~  
~~author~~ being the owner and  
copyrighter of a book entitled  
"Out of The Sunset Sea," written by  
Albion W. Tanager and now  
remaining in serial form,  
stipulates that the said party of  
the second part, shall have the  
sole and exclusive right to pub-  
lish the said book in the  
United States, for the period of  
five years from the date of  
this contract, and that she  
will not authorize <sup>any</sup> other

edition or publication of said  
 work during that time, <sup>in said country</sup> ~~except that~~  
 of said and that she will maintain  
 and defend the copyright of said  
 work against any and all actions  
 that may be brought against  
 it for infringement of <sup>any other</sup> ~~copyright~~  
 copyright.

II The said party of the Second Part agree  
 that they will ~~publ~~ print and publish  
 said work in such neat and appro-  
 priate forms as may be agreed upon  
 with the party of the first part and in no  
 other forms or editions; that they will prop-  
 erly advertise the same ~~as~~ due

diligence in pushing it and keep the market well supplied with copies of the same during said term.)

That they ~~will~~ ~~annually~~ ~~on~~ the first of February and August in each year they will make out and transmit to the said party of the first part a full and complete statement of all the entire number of said books printed, the number sold since the last previous statement, the number ~~disposed~~ ~~disposed~~ given as editorials with the names of the journals thus favored, and the number

be still on hand, of each edition  
 that may be published, and with  
 such statement will transmit to  
 the said party of the first party the  
 just and full amount of royalty  
 on all copies sold at the rate  
 of fifteen per centum (15%) on the  
 retail price of each edition author-  
 ized, ~~by said~~ in the United States and

~~Canada~~

and shall be responsible for the  
 agents of the party of the first  
 several parts of the work and  
 change made without the  
 exception shall be made in  
 of the work of reproduction in  
 form



III — It is mutually agreed that the party  
of the first part shall have liberty to  
amend the said work in proofs, pro-  
vided the cost of such alterations does  
not exceed ten per cent of the cost  
of composition outside of such a-  
mendments; that <sup>duplicate</sup> proofs shall  
be sent the party of the first part  
in pages but before being cast  
also duplicate proofs from the pages as they are cast,  
and that no charge shall be  
made for changes rendered neces-  
sary by printers errors or  
mistakes in proof-reading by the  
agents of the party of the first  
second part; If the cost of the  
changes made outside of these  
exceptions shall exceed ten per cent  
of the cost of composition and plating, the  
same

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excess shall be a charge against  
the party of the first-part.

IV - If at any time after two years from the  
date hereof the said party of the second  
part shall desire to terminate this  
contract, they shall give ninety days  
notice to the said party of the First  
part and at such time and place  
and the prime cost of the same  
as may be agreed upon, shall sell  
at public auction all copies of said  
book and the plates from which  
the same were printed, and  
if the said stock of books shall  
bring at said sale a sum greater  
than the prime cost and cost of sale,  
the same not including rent on storage,

the excess shall be equally divided between said parties.

V- It is mutually agreed that the parties of the second part shall have no ~~right~~ <sup>power</sup> to ~~violate~~ <sup>violate</sup> this contract and in case of their insolvency or ~~failure~~ <sup>failure</sup> to ~~account~~ <sup>pay</sup> the ~~royalty~~ <sup>royalty</sup> ~~within~~ <sup>within</sup> three months ~~after~~ <sup>after</sup> the date of a stipulated accounting, this contract shall terminate, and the ~~rights~~ <sup>rights</sup> of the party of the ~~first~~ <sup>second</sup> part hereunder shall cease and the plates of said work be destroyed unless the ~~same~~ <sup>same</sup> shall be disposed of with ~~some~~ <sup>some</sup> party of the first part ~~in~~ <sup>in</sup> writing consent that they be otherwise disposed of.

VI-

It is also agreed by agreement between

- V - It is agreed that the ~~said~~ party of the second part shall have the same rights of publication and sale in the Dominion of Canada as in the United States and on the same terms and conditions. Also in the Kingdom of Great Britain provided they shall keep the market therein supplied and provided also that on sales made therein they need account only for a royalty of ten per cent of the retail price. Unless the said party of the second part shall elect to supply the English trade, the party of the first part may make any arrangement for the return that may be made.
- VI - It is mutually agreed that the retail price, shall in all cases be fixed in advance of any publication or sales, by agreement between

VII - It is agreed that the party of the  
First Part, or her attorney, shall  
<sup>employ</sup> at all times have access to the  
books of the said party of the  
Second Part, so far as may  
be necessary to verify the  
reports of manufacture and  
sale of the said book.

the parties hereto and <sup>all</sup> "accountings" shall be made upon that basis only.

VI - It is agreed that upon the ~~date~~ expiration of this contract the party of the first part shall have an option either to take the stock on hand of the party of the ~~first~~ <sup>second</sup> part at prime cost of paper, printing and binding, and the plates at ten percent ad valorem upon their value as ~~set~~ type metal.

VII - In the above agreement the parties bind themselves, their heirs and assigns. In testimony whereof the said parties have hereunto affixed their hands and seals as of the 10th day of February A. D. 1893.

Witness -