

Cleveland, June 21, 1897.

MEMORANDUM OF AGREEMENT made this 21st day of June, 1897, by and between Albion W. Tourgee and The Burrows Brothers Co. regarding the publication of a new edition of the book, "The Story of a Thousand" written and previously published by Albion W. Tourgee for the 105th Ohio Volunteer Infantry.

It is agreed that an edition of this book shall be published by The Burrows Brothers Co. upon which, for all copies sold, they will pay a royalty commission of ten per centum (10%) of such retail price as they shall fix upon the book.

No commission shall be paid upon editorial copies donated free of charge or otherwise given away by the publishers in the mutual interests of the two parties to this agreement, but the 10% royalty shall be paid upon all sale copies whether sold at wholesale or retail.

It is however agreed that if after the expiration of sufficient length of time and finding that a largeish remainder of the book may be on hand, which cannot be marketed at regular retail price less usual and ordinary trade discounts, that upon written request and agreement The Burrows Brothers Co. shall have the privilege of marketing such unsold remainder of edition at an extremely low price, paying thereon no royalty, this only to be done as a last resort, and permission to be accorded then upon the written request for it.

This action not to be taken without the mutual knowledge of both parties, and in no event under three years from date of issuance of this book, nor shall the request be preferred so long as the book is meeting with a moderately active sale, but this request shall be granted under circumstances indicated above.

It is further agreed by The Burrows Brothers Co. that to Messrs Fords, Howard & Hulbert who are the publishers of many other books for Mr. Tourgee, a discount of 10% better than the ordinary trade discount shall be made.

In case of any disagreement under this contract, if a mutual understanding cannot be arrived at by correspondence or in person, the matters at issue shall be settled by an arbitrator or arbitrators, to be chosen in the usual manner.

It is understood that the list price, discounts, form of book, and mode of publication, are in the discretion of The Burrows Brothers Co.

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It is further understood and agreed that an accounting of publication, sales and royalties and settlement thereon shall be made by The Burrows Brothers Co. once each year. This accounting shall be made in February of each year for all copies sold up to Dec. 31st just preceding.

The plates, illustrations, etc. to continue the property of Mr. Albion W. Bourgee and to remain in the hands and for the use of The Burrows Brothers Co. until the termination of this contract.

This contract shall remain in force at least for a period of five years from date and may be concluded at any time thereafter upon six months notice in writing, if desired so to do by either party.

Albion W. Bourgee  
The Burrows Brothers Co.  
Chas. W. Burrows  
Pres.