

7662

## ROYALTY CONTRACT.

### Memorandum of Agreement,

made this 14th, of June, 1900, between  
Geo. S. Hulbert, Attorney for of  
( Albion W. Tourgee, ) and STREET & SMITH, PUBLISHERS,  
New York City.

The said Albion W. Tourgee, being the author and proprietor  
of a work entitled " Pactolus Prime, " In consideration  
of the covenants and stipulations hereinafter contained, grants, assigns and guarantees  
to STREET & SMITH the exclusive right to publish said work during the terms of  
copyright and renewals thereof, with all translations, abridgments, and rights of drama-  
tization of said work or of parts thereof, with exclusive power in their own name or in the  
name of said Albion W. Tourgee, to take out copyright  
thereof and any renewals of the same, and to publish said work in all languages, if desired  
by the said STREET & SMITH, said Albion W. Tourgee,  
guaranteeing that he is the sole owner of <sup>the copyright of</sup> said work and has full power to make this  
grant, and that said work is not a violation of any other copyright, nor scandalous, nor  
libelous, and that Albion W. Tourgee,  
and his legal representatives will hold harmless and defend STREET & SMITH  
against any claim by reason of such violation of copyright or any scandalous or libelous  
matter in said work.

SAID STREET & SMITH, in consideration of the right herein granted, and of the  
guarantees aforesaid, agree to publish said work at their own expense in such style and  
manner as they shall deem most expedient, and to pay to said

Albion W. Tourgee, or his legal representatives a royalty of  
Ten per cent, ( paper edition ) on their established retail price <sup>of 10 cents</sup> for all  
copies of said work sold by them in the United States, provided, nevertheless, that no  
percentage whatever shall be paid on any copies destroyed by fire or water, or sold at  
or below cost, or given away for the purpose of aiding in the sale of said work.

Expenses incurred for alterations in type or plates, exceeding ten per cent. of  
first cost of composition and electrotype of said work, are to be charged to the author's  
account.

Statements to be rendered semi-annually, on the author's application therefor, in  
months of July and January, and settlements to be made in cash the first day of the  
month after the date of statement. The first statement shall ~~not~~ be rendered ~~until six~~  
<sup>on the or before the</sup> date of publication and settlement made for the first

*Edition of 10000 or more copies which the said  
Street & Smith agree to issue within six months  
from date.*

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication of the new President to the Congress. It is a very long letter, and it contains a great deal of information about the new administration and the state of the country.

Doc. # 009, J. Fred. Johnson, Attorney for

SECRET

Albion M. Tourgee

... và ...

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-19-2010 BY 60322 UCBAW

SECRET

[illegible]

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

[illegible]

Don't miss the new book from the author of the best-selling 'The Art of War' by Sun Tzu.

Adrian M. Torgues, his

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11. The following information is available for the year ended December 31, 2014:

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was plotted against the number of trials for each condition. The number of correct responses increased with the number of trials for all conditions. The number of correct responses was highest for the condition with the highest number of trials (10 trials) and lowest for the condition with the lowest number of trials (2 trials).

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

in, advised individual states within, numerous federal, and instruments

months of July and January and settlements to be made in each the first day of the

October 30 High Jumpers (and all) measured by club and time taken

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If, on the expiration of three years from date of publication or at any time thereafter, the demand for said work should not, in the opinion of STREET & SMITH, be sufficient to render its continued publication profitable, then this contract may cease and terminate at the option of said STREET & SMITH, and thereupon the said Albion W. Tourgee, shall have the right at his option to take the electrotpe or stereotype plates of the book from the said STREET & SMITH, at cost, within 60 days from the mailing, by the said STREET & SMITH, to the last known address of said Albion W. Tourgee, of a written notice that the plates and cuts are at his disposal, according to the provisions of this clause.

Failing to take said electrotpe or stereotype plates at such cost, then STREET & SMITH shall have the right to dispose of the copies of the work on hand as they may see fit, free of any percentage of royalty, to melt up the plates and cancel this contract. In case of any infringement of the copyright in the work herein named, STREET & SMITH are authorized, in their discretion, to sue for or otherwise seek such remedy as they may be advised; and all suits or proceedings shall be at the joint expense and cost of the two parties of this agreement, and any surplus of damages or settlement above the expenses shall be divided between the parties hereto.

**This Contract** may be assigned by either party, and the assignee thereof shall have all the rights and of the original parties thereto, but only as a whole; and neither party shall assign any part interest therein.

In consideration of the mutuality of this agreement the said Albion W. Tourgee, and the said STREET & SMITH do hereby agree that this contract shall take the place of and annul all former contracts, assignments and rights heretofore agreed upon by either party to this contract, in so far as they concern the work covered by same.

Witness,

J. H. Bell  
as to G. S. Hulbert }

Geo. S. Hulbert, attorney,  
for Albion W. Tourgee  
[Signature]

**ATTENTION MEMBERS:**

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