



John Muir Correspondence (PDFs)

---

1901-07-29

**Letter from F[ramcis] J. G[arrison] to John Muir, 1901 Jul 29.**

Framcis J. Garrison

Follow this and additional works at: <https://scholarlycommons.pacific.edu/muir-correspondence>

---

**Recommended Citation**

Garrison, Francis J., "Letter from F[ramcis] J. G[arrison] to John Muir, 1901 Jul 29." (1901). *John Muir Correspondence (PDFs)*. 4441.

<https://scholarlycommons.pacific.edu/muir-correspondence/4441>

This Article is brought to you for free and open access by Scholarly Commons. It has been accepted for inclusion in John Muir Correspondence (PDFs) by an authorized administrator of Scholarly Commons. For more information, please contact [mgibney@pacific.edu](mailto:mgibney@pacific.edu).

*All letters, to ensure prompt attention, should be addressed to the Firm.*

CHICAGO OFFICE,  
378-388 WABASH AVENUE.

BOSTON OFFICE,  
4 PARK STREET.

NEW YORK OFFICE,  
85 FIFTH AVENUE

HOUGHTON, MIFFLIN AND COMPANY, PUBLISHERS.

*Boston,* July 29, 1901

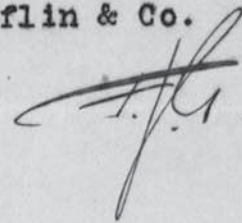
John Muir, Esq.,  
Martinez, Calif.

Dear Mr. Muir:

We enclose herewith duplicate contracts for the publication of your book on "Our National Parks", and have made the royalty 10% on the first 2000 copies, and 15% on all sold over and above that number, which we trust will be agreeable to you. If so, kindly return one of them to us with your signature, and keep the other.

Yours very truly,

Houghton, Mifflin & Co.



02879

Yo - 10 000  
 Hathi - 6  
 K.R. - 9 000  
 Jool 10 000  
 Kammal 10 000  
 Shurta 10 000  
 Zaka Jahan - 7 000

Aug 31/09  
 Fuel + Forest 37 34  
 6.25  
 Extracash  
 Feb 1910. 7+7 10.05  
 Reading 184.05  
 Extracash 6  
 " Nat Park New. 495.00  
 49.50  
 Aug 1910 " " 2.43  
 7+7  
 Reading £ 597  


---

 795 37

# Agreement

BETWEEN

John Muir

AND

HOUGHTON, MIFFLIN & CO.

FOR THE PUBLICATION OF

Our National Parks.

July 29, 1901

Published Nov 9/01  
Copies sold to Feb 1/02 - 2011  
\$352.89  
" " " " Aug 1/02 - 1017  
\$264.96  
" " " " Feb 1/03 - 610  
\$760.13  
" " " " Aug 1/03 - 480  
\$779.98  
\$126.00  
" " " " Feb 1/04 - 290  
\$76.13  
\$982.11  
" " " " Aug 1/04 - 301  
\$79.01  
" " " " Feb 1/05 - 250  
\$73.50  
" " " " Aug 1/05 - 377  
\$98.96  
" " " " Feb 1/06 - 223  
\$67.72  
" " " " Aug 1/06 - 237  
\$58.54  
Feb 1/07 - 263  
\$62.21  
Aug 1/07 - 208  
\$69.04  
Feb 1/08 - 188  
54.60  
Aug 1/08 - 250  
49.35  
Feb 1/09

Agreement, made the twenty-ninth day of July 1901  
between John Muir  
of Martinez, California  
and HOUGHTON, MIFFLIN AND COMPANY, of the City of Boston, Publishers.

1. Said Muir hereby grants and assigns to Houghton, Mifflin and Company a work, the subject or title of which is OUR NATIONAL PARKS with all translations, abridgments, selections, and rights therefor of said work, or parts thereof, with exclusive right and power, in their own name, or in the name of said Muir to take out copyright thereof, <sup>Copyright</sup> and any renewal of the same, and publish said work during the term of said copyright, in all languages; said Muir guaranteeing that he is sole owner of said work, and has full power to make <sup>Author's guarantee.</sup> this grant; that said work is not a violation of any other copyright, nor scandalous or libellous; and that he and his legal representatives will hold harmless and defend said Houghton, Mifflin and Company against any claim by reason of any such violation of another copyright, or any scandalous or libellous matter in said work.

2. Houghton, Mifflin and Company agree to publish said work at their own expense in such style as they deem best suited to its sale; and to pay <sup>Publication.</sup> said Muir, his representatives or assigns, ten per cent. on their trade-list (retail) price for each copy <sup>Author's royalty.</sup> by them sold until two thousand have been sold, and fifteen per cent on all sold over and above that number. The trade-list (retail) price, on which said percentage shall be paid, shall be that of the cloth style of binding; but if an edition shall be issued in paper covers, the percentage on said paper-covered edition shall be subject to special agreement. And Houghton, Mifflin and Company shall render always, on application <sup>Statement of account and payment.</sup> therefor, semi-annual statements of account, in the months of March and September and make settlement in cash four months after date of each statement, unless the amount is less than One Hundred Dollars, in which case it shall be paid in cash at date. In case an edition of the work shall be sold at a reduced price for export, the percentage to be paid thereon to said Muir shall be five per cent. on the trade list (retail) price.

3. Houghton, Mifflin and Company may publish, or permit others to publish, such selections from said work as they think proper to benefit its sale, without compensation to the grantor herein; but the compensation for <sup>Selections, translations, abridgments, etc.</sup> translations and dramatizations shall be subject to agreement between the parties hereto. If Houghton, Mifflin and Company sell the right to publish selections or abridgments, the revenue or payment therefor shall be divided equally between the parties hereto.

4. Alterations in type, plates, or otherwise in the work, after delivery of copy to Houghton, Mifflin and Company, which exceed fifty dollars in cost, shall be at the expense of said Muir, and any index that may be required by Houghton, Mifflin and Company for said work shall be prepared by said Muir or at his expense.

5. No insurance on the work, plates, or printed copies shall be effected for joint account.

6. If the plates or type forms be rendered valueless by fire or otherwise, Houghton, Mifflin and Company shall have the option of reproducing them or not; and if they decline so to do, then, after the sale of all copies remaining on hand, they shall reconvey the copyright and all rights herein granted to said Muir, his heirs or assigns, and this contract shall terminate.

7. If, at any time after two years from the date of publication, Houghton, Mifflin and Company shall be satisfied that the public demand does not justify the continued publication of the work, or if for any other cause they shall deem its further publication improper or inexpedient, then they may offer, in writing, to said Muir, his heirs or assigns, the plates and any original engravings or illustrations to said work at half cost, and all copies then on hand at cost; and said Muir, his heirs or assigns, shall have the right within sixty days to take and pay for the same, and shall thereupon become sole owner of the copyright herein named; and Houghton, Mifflin and Company shall thereupon transfer said copyright; but if said offer be not accepted and such payment made within sixty days, then Houghton, Mifflin and Company may destroy the plates, and sell all copies then on hand free of any percentage to said Muir, his heirs or assigns, and this agreement shall thereupon terminate, the copyright reverting to said Muir, his heirs or assigns.

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

