

Pittsburg State University

Pittsburg State University Digital Commons

Carson J. Robison Correspondence

Carson J. Robison, the Cowboy Radio Singer,
1903-1988

2015-01-01

Letter, 1933 June 30, from Raymond Hubbell to Carson Robison

Raymond Hubbell

Follow this and additional works at: <https://digitalcommons.pittstate.edu/cjrc>

Recommended Citation

Hubbell, Raymond, "Letter, 1933 June 30, from Raymond Hubbell to Carson Robison" (2015). *Carson J. Robison Correspondence*. 174.

<https://digitalcommons.pittstate.edu/cjrc/174>

This Manuscript is brought to you for free and open access by the Carson J. Robison, the Cowboy Radio Singer, 1903-1988 at Pittsburg State University Digital Commons. It has been accepted for inclusion in Carson J. Robison Correspondence by an authorized administrator of Pittsburg State University Digital Commons. For more information, please contact digitalcommons@pittstate.edu.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

PARAMOUNT BUILDING — 1501 BROADWAY
NEW YORK CITY



*Contracts
Signed & mailed
8/11/33*

June 30th, 1933.

Mr. Carson J. Robison,
120 West 45th Street,
New York, N. Y.

Dear Mr. Robison:

We are very happy to advise you that at a meeting of the Board of Directors of the Society held on June 29th, 1933, you were advanced from Non-Participating to Active Membership.

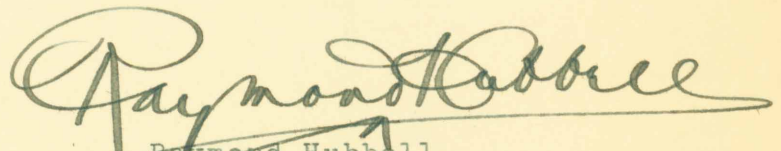
Enclosed herewith we send you Membership Agreements for your signature. Upon return of same we will forward you copies for your personal files.

We also hand you herewith bill for dues for the half-year ending December 31st, 1933, which you are required to pay in advance.

Trusting your membership in this Society will be long, pleasant and profitable, we remain

Cordially yours,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,


Raymond Hubbell,
Chairman of Membership Committee.

Encls.
RH:SR

C
O
P
Y

No. _____

Rec'd 7/15/33

Agreement Between

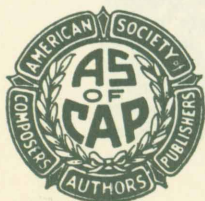
CARSON J. ROBISON

—AND—

American Society
of
Composers, Authors & Publishers
1501 Broadway
New York City

DATED:

July 13th, 1933.



Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the *Owner*, alone, jointly or in collaboration with others; or

In which the *Owner* may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The exclusive right of public performance in every such musical work shall be deemed assigned to the *Society* by this instrument and shall vest in and be the absolute property of the *Society* for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby assigned shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the *Owner* and/or others, as well as the right to sue under such copyrights in the name of the *Society* and/or in the name of the *Owner* and/or others, to the end that the *Society* may effectively protect and be assured of all the rights hereby assigned.

(b) The exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the *Owner* reserving and excepting from this assignment the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The right of public performance by means of radio broadcasting, telephoning, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound; Provided, however, that the *Owner* shall have the right, in good faith, by written notice to the *Society*, to restrict, limit or prohibit the public performance by radio broadcasting of works the copyright of which is vested in the *Owner*, and the *Society* agrees that all licenses by it issued shall contain a provision reserving its right to restrict or limit, or to prohibit entirely, the performance by broadcasting of any works in its repertory; and Provided further, that if the *Owner* notify the *Society* in writing to restrict, limit or prohibit the public performance of such copyrighted work, the *Owner* shall not, by the service of such notice, become repossessed of any of the rights transferred to the *Society* by this assignment.

2. The term of this agreement shall be for a period of five (5) years from the first day of January, 1931, and expiring on the 31st day of December, 1935.

3. The *Society* agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the *Owner*, to the uses and purposes as provided in its Articles of Association (to which reference is hereby made), as now in force or as hereafter amended.

4. The *Owner* hereby irrevocably, during the term hereof, authorizes, empowers and vests in the *Society* exclusively, the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the *Owner* and/or others, in any and all works copyrighted by the *Owner*, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the *Owner* and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the *Owner* and/or in the name of the *Society*, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the *Owner* might or could do, had this instrument not been made.

5. The *Owner* hereby makes, constitutes and appoints the *Society*, or its successor, the *Owner's* true and lawful attorney, irrevocably during the term hereof, and in the name of the *Society* or its successor, or in the name of the *Owner*, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The *Owner* agrees from time to time to execute, acknowledge and deliver to the *Society*, such assurances, powers of attorney or other authorizations or instruments as the *Society* may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the *Society* shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as in effect on January 1, 1931, except that the classification of the *Owner* within his class may be changed.

8. The *Owner* agrees that his classification in the *Society* as determined from time to time by the Classification Committee of his group and/or the Board of Directors of the *Society*, in case of appeal by him, shall be final, conclusive and binding upon him.

The *Society* shall have the right to transfer the right of review of any classification from the Board of Directors to any other agency or instrumentality that in its discretion and good judgment it deems best adapted to assuring to the *Society's* membership a just, fair, equitable and accurate classification.

The *Society* shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's status in respect of classification as will assure a fair, just and equitable distribution of royalties among the membership.

9. "Public Performance" Defined. The term "*public performance*" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio broadcasting stations, transmissions by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. "Musical Works" Defined. The phrase "*musical works*" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the *Society*, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

SIGNED, SEALED AND DELIVERED, on this 15th day of July, 19 33.

Owner

Carson Robinson

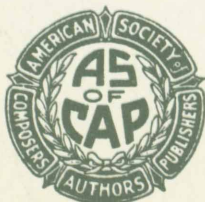
Society

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

By

Joseph Young

Secretary.



FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

[See paragraph 11 of the within agreement]

[illegible]