

MEMORANDUM OF AGREEMENT made this seventh day of August 1953 between GRACE ALLEN HOGARTH and ANDRE NORTON (writing in collaboration under the pseudonym of ALLEN NORTON), c/o A.M. Heath & Company Limited of 91 Regent Street, London, W.1, (hereinafter called the Authors) of the one part and the firm of HAMMOND, HAMMOND & COMPANY LIMITED of 87 Gower Street, London, W.C.1 (hereinafter called the Publishers) of the other part

WHEREBY IT IS MUTUALLY AGREED AS FOLLOWS respecting the Authors' book at present entitled

SNEEZE ON SUNDAY (MURDER FOR SALE)

(hereinafter called the said work).

1. The Publishers shall during the legal term of copyright have the exclusive licence to publish produce and sell the said work in volume form in the English language throughout the British Empire Market and the licence to export and sell copies of their edition throughout the rest of the world except the United States of America. All publication rights not herein specifically granted are reserved to the Authors for their use. Said reserved publication rights include but are not limited to the right to publish in any and all forms but not exceeding Seven Thousand Five Hundred (7500) words in length and not for sale to the general public excerpts, summaries and novelisations of the said work and dramatisations and motion pictures thereof to be used for the advertising and exploitation of motion pictures based upon the said work or dramatisation.

For the purpose of this agreement the "British Empire Market" shall be deemed to include the countries and areas set out in the recommendation of the Publishers' Association dated 18th September 1947.

2. The Publishers shall unless prevented by circumstances beyond their control publish the said work within twelve (12) months of the ^{delivery to them of the complete revised manuscript} ~~date of this agreement~~ at a price of not less than Eight Shillings and Sixpence (8/6d) in the first instance.

3. The Authors guarantee to the Publishers that the said work is not in any way whatever a violation or infringement of any copyright belonging to any other person and that it contains nothing of a libellous character and agree that they and their legal representatives shall and will hold the Publishers harmless from and indemnify them against all actions claims and demands which may be taken against or made upon the Publishers on the ground that the said work is such a violation or infringement of copyright or that it contains libellous matter. The Authors further agree that should the said work contain matter which in the opinion of the Publishers or their legal representatives is libellous or scandalous or objectionable the Publishers shall be at liberty to delete such matter.

4. Accounts of sales of the said work shall be made up to the 30th day of June and the 31st day of December in each year and delivered and settled in cash within three (3) months thereafter each such date respectively, the Publishers making payment to the Author as follows:

- (a) On the British Library Edition: A royalty of Ten per cent (10%) of the published price on the first Three Thousand Five Hundred (3500) copies sold; Twelve and a half per cent (12½%) of the published price on the next One Thousand Five Hundred (1500) copies sold; Fifteen per

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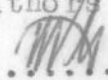
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cent (15%) of the published price on all copies sold over and above the number of Five Thousand (5000). When copies are sold at a discount of Fifty per cent (50%) or more or sold in sheets the royalties shall be calculated on the amount actually charged by the Publishers.

- (b) On Export Sales: A royalty of Ten per cent (10%) of the amount received by the Publishers on all copies sold for the purpose of export.
- (c) On Cheap Editions: A royalty of Ten per cent (10%) of the published price on all copies sold of any cheaper editions of the said work published at more than Two Shillings and Sixpence (2/6d), Two pence (2d.) per copy on all copies sold of a Two Shillings and Sixpence (2/6d.) edition; Three Halfpence (1½d.) per copy on all copies sold of a Two Shilling (2/-) edition; One Halfpenny (½d.) per copy on all copies sold of a One Shilling (1/-) edition, and pro rata if published at a less price than One Shilling (1/-) except in the case of a Sixpenny (6d.) edition when the royalty shall be One Pound (£1.) per thousand (1000) copies sold.

On Foyle's Book Club, Foyle's Thriller Book Club and similar editions the royalty shall be Five per cent (5%) of the price at which the editions are published provided that this royalty shall be not less than Twopence (2d.) per copy.

- (d) On Remainder Sales: Ten per cent (10%) of the sum received from the sale of any copies of the said work sold as a remainder, i.e. at less than two-fifths of the published price unless such copies shall be sold below cost when no royalty shall be paid to the Authors. The Authors shall be given the option for thirty (30) days of purchasing such copies at the remainder price.
- (e) On Leased Cheap Editions: Fifty per cent (50%) of all fees and royalties received by the Publishers on account of any Penguin or other cheap editions published under licence from the Publishers.
- (f) Australian Publication: In the event of the Publishers themselves producing and publishing in Australasia an edition of the work, they will pay to the Authors in Australian currency, or the sterling equivalent, a royalty of Ten per cent (10%) of the published price of the original Australasian edition less any taxation on such royalties imposed by Australia and/or New Zealand, but on cheaper editions the royalties shall be subject to mutual agreement. Should the Publishers arrange for an Australasian edition to be produced by another publishing house the Publishers shall pay to the Authors two-thirds of the royalties received.
- (g) Anthology and Digest Sales: All receipts from such sales shall be divided in the proportion of Seventy-five per cent (75%) to the Authors and Twenty-five per cent (25%) to the Publishers.
- (h) Broadcasting: All receipts from the broadcasting of part (or all) of the said work shall be divided in the proportion of two-thirds ($\frac{2}{3}$) to the Authors and one-third ($\frac{1}{3}$) to the Publishers, and the Authors

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agree not to authorise any such broadcasting without the consent of the Publishers, which consent shall not, however, be unreasonably withheld. It is understood that this refers only to the broadcasting of the actual book version of the said work in the territory specified in this agreement.

- (i) An Advance on account of the aforesaid royalties of One Hundred Pounds (£100) payable as to Fifty Pounds (£50) on signature of this agreement and Fifty Pounds (£50) on publication of the said work.

5. The Authors shall receive on publication seven (7) presentation copies of the said work and shall be entitled to purchase further copies for personal use at the usual trade terms.

6. All details as to the manner of production publication and advertisement and the number and destination of free copies for reviews or otherwise shall be left to the sole discretion of the Publishers who shall bear all expenses in connection therewith* *M.G.H.*

7. The Authors shall be free to arrange with any other publishers five (5) years from the date of first British publication by the said Publishers after giving the Publishers six (6) months notice in writing (during which six months the Publishers shall still be at liberty to issue the said work in the same or cheaper form) for the re-issue of the work in the same or cheaper form if the Publishers have not before the expiration of the said notice issued a new or cheaper edition of the said work themselves, upon repayment to the Publishers of the unearned advance, if any. This provision shall not apply as long as the Publishers have stocks of any of their editions of the said work.

8. If the said work shall be out of print and the Publishers shall not upon receiving written notice from the Authors issue a new edition within six (6) months of receipt of such written notice or if the Publishers shall fail to make accountings and payments as herein provided within three (3) months of the receipt of written notification of any such default then in either event this agreement shall terminate and all rights ceded herein shall revert without further procedure to the Authors but subject to the terms of this agreement the said rights shall be assigned by the Authors to the Publishers during the legal term of copyright of the said work.

9. Should the Publishers at any time by themselves or anyone acting on their behalf wilfully fail to fulfil or comply with any of the conditions accepted by them in this agreement or should they go into liquidation, other than voluntary liquidation for the purpose of reconstruction, this agreement shall thereupon terminate and the Authors be free to licence any other person to print and publish the said work notwithstanding anything to the contrary contained or implied in any part of this agreement.

10. The Authors agree to give the Publishers the first offer of their next two full-length books on terms to be arranged but which shall be fair and reasonable. The Publishers shall give their decision on such option books within one (1) month of the date of delivery of each, but if the Publishers shall not make

* except the cost (if any) of Author's corrections in the proof (other than printers' errors) in excess of 10% of the cost of composition which extra amount shall be borne by the Author and settled in account. *M.G.H.* Initialed by *S.H.*

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a fair and reasonable offer for the first of such option books then the Publishers' option on the second book shall thereupon lapse.

11. All sums of money due under this agreement shall be paid to the Authors' agents, A.M. Heath & Company Limited, of 91 Regent Street, London, W.1, who are hereby authorised to collect and receive such monies and the Authors declare that the receipt of the said A.M. Heath & Company Limited shall be a good and valid discharge in respect thereof and the said A.M. Heath & Company Limited are authorised to act as agents for the Authors in matters arising out of this agreement.

FOR THE AUTHORS:

James W. Heath

FOR THE PUBLISHERS:

For and on behalf of
HAMMOND, HAMMOND & CO. LTD.
[Signature]
MANAGING DIRECTOR.
