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Agreement

made this third day of February, 1933

between ANDRE NORFON

of Cleveland, Ohio hereinafter called

the AUTHOR, party of the first part, and the Corporation of D. APPLETON AND COMPANY, of the City of New York, Publishers, parties of the second part.

Author's grant

1. In consideration of the premises, the AUTHOR hereby grants and assigns to D. APPLETON AND COMPANY a work, which is entitled "THE PRINCE COMMANDS"

and the rights of book publication thereof, and also all rights of translation, abridgment, dramatization, and selection, and all motion picture, radio broadcasting, serial, and other rights of, in, or to the said work, for the United States of America and all other countries.

Copyright

2. D. APPLETON AND COMPANY shall have the exclusive right in their name to take out copyright for the said work in the United States of America and such other countries as they may deem expedient, and to obtain all renewals of copyright, and to hold said copyright and renewals, and to publish the said work during the term or terms thereof; provided, however, that if the copyright be taken out in the name of the AUTHOR, none of the rights granted to D. APPLETON AND COMPANY by this contract shall thereby be impaired, and D. APPLETON AND COMPANY shall be authorized to act for the protection of the joint interests of the AUTHOR and themselves with the same powers and in the same manner as if the copyright were taken out in the name of D. APPLETON AND COMPANY.

Author's guarantee

3. The AUTHOR further covenants and represents that the said work has not heretofore been published in book form, that it is innocent and contains no matter which, if published, will be libelous or otherwise injurious, or which will infringe upon any proprietary right at common law or any statutory copyright; that he is the sole author and proprietor of the said work and has full power to make this agreement and grant; and that he will hold harmless and defend D. APPLETON AND COMPANY against any suit, claim, demand, or recovery by reason of any alleged violation of proprietary right or copyright, or any injurious or libelous matter alleged

against D. APPLETON AND COMPANY against any suit, claim, demand, or recovery by reason of any alleged violation of proprietary right or copyright, or any injurious or libelous matter alleged to be contained in the said work; that he will not, without the consent in writing of D. APPLETON AND COMPANY, write, print, or publish, or cause to be printed or published, during the continuance of this contract, any other edition of said work or any book of a similar character tending to interfere with or injure the sale of the said work.

4. The AUTHOR agrees to deliver to D. APPLETON AND COMPANY a copy of the said work, complete and ready for the press, ~~together with all necessary drawings and other illustrative material, on or about _____~~ and if they are required by the AUTHOR to make in proof alterations from such copy which cost more than ten (10) per cent. of the total cost of composition of the original manuscript, the AUTHOR agrees to pay the excess of cost thereof. The AUTHOR shall also, without charge, furnish copy for any index or other special matter needed for the publication of the said work. It is understood and agreed that if, at any time during the life of this contract, in the opinion of D. APPLETON AND COMPANY the work needs revision, the AUTHOR will revise the work or supply any new matter that may, in the judgment of the publishers, be needed to keep the work up to date. In the event of the AUTHOR being unable to revise the work or to supply new matter when required, D. APPLETON AND COMPANY may procure some other person to revise the work or to supply such new matter, and may deduct the expense thereof from the royalties first accruing on the sales of such revised edition.

5. D. APPLETON AND COMPANY agree to publish the said work at their own expense, and, in consideration of the premises, they agree to pay the AUTHOR, or his legal representative, ten (10) per cent. of the catalogue (retail) price for each copy thereof sold by them over and above one thousand (1,000) copies. Should any copies be sold at one-half the catalogue (retail) price or less, they shall pay ten (10) per cent. only on the price actually received for each copy so sold. On all sales of the regular edition made by any foreign branch office of D. APPLETON AND COMPANY, one-half (1/2) the regular rate of royalty shall be paid. For the

Copy for printing

Revision

Publication

Author's royalty

purpose of keeping the work in print and in circulation as long as possible, the AUTHOR agrees that, after two years from the date of first publication, if, in any calendar year, the sales of the work do not exceed five hundred (500) copies, he will accept one-half ($\frac{1}{2}$) the stipulated royalty on all such annual sales of less than five hundred (500) copies. D. APPLETON AND COMPANY also agree to pay the AUTHOR fifty (50) per cent. of all moneys received by them from the sale of any rights contemplated in Paragraph number one (1) hereof other than book publication rights and also fifty (50) per cent. of any receipts from the lease of a set of plates to any other publisher for a foreign edition of the said work.

6. It is also understood and agreed that if the said work is published in a cheap edition at a price less than the catalogue (retail) price of the original edition, D. APPLETON AND COMPANY shall pay to the AUTHOR, in lieu of the royalties mentioned in Paragraph number five (5) of this contract, a royalty upon the said cheap edition of ten (10) per cent. of the price actually received for each copy of the said cheap edition sold by them; and that, should D. APPLETON AND COMPANY lease the plates of the said work for an edition upon a royalty basis, to be issued either over their own imprint or over the imprint of another publisher and to be sold through the ordinary channels of trade or by subscription only, either separately or in connection with other works, they shall in that case divide equally with the AUTHOR the royalties received by them from such lease or the sale of such edition.

7. It is further understood and agreed that if D. APPLETON AND COMPANY should issue the said work, over their own imprint or over the imprint of another publisher, in an edition to be sold by subscription only, either separately or in connection with other works, excepting by lease of the plates as provided in Paragraph number six (6) of this contract, they shall in that case pay to the AUTHOR a royalty of five (5) per cent. of the catalogue (retail) price of the regular edition on each copy of the said work sold in such subscription edition, in lieu of the royalties mentioned in Paragraph number five (5) of this contract.

8. D. APPLETON AND COMPANY agree to render semi-annual statements of account to January 1st and July 1st of each year, on May 1st and November 1st following, and to make settlement in cash at the same time.

9. It is further understood and agreed that D. APPLETON AND COMPANY will present to the AUTHOR, free of charge, six (6) copies of said work upon date of publication.

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Destruction of plates

10. If, at any time after publication of said work, the plates be rendered useless by fire or otherwise, and if D. APPLETON AND COMPANY shall decline to reproduce them, then, after the sale of all copies remaining on hand, they shall, upon written request, reconvey to the AUTHOR the copyright and all rights herein granted, and this contract shall terminate. No insurance whatsoever shall be effected by D. APPLETON AND COMPANY for the AUTHOR.

Insurance

Discontinuance of publication

11. If, at any time after the expiration of ten (10) years from the date of the first publication, the demand for the said work shall not, in the opinion of D. APPLETON AND COMPANY, be sufficient to render its further publication profitable, then they may cancel this contract, giving the AUTHOR three (3) months' notice thereof; and thereupon the AUTHOR shall have the option to take from D. APPLETON AND COMPANY, at one-half (1/2) the cost of production, the plates of the said work and plates of any illustrations furnished therefor by the AUTHOR, should they not have been destroyed by fire or otherwise, and the stock on hand at one-third (1/3) the catalogue (retail) price; and upon the AUTHOR failing so to take the same, D. APPLETON AND COMPANY shall have the right to melt the plates of said work. And it is further agreed that if, after the expiration of two years from the date of first publication of the said work, there shall not, in the opinion of D. APPLETON AND COMPANY, be any further sale for the said work in the regular channels of trade, they shall have the right to dispose of such copies as may be on hand at cost or less, without payment to the AUTHOR of royalty upon such copies.

Disposition of plates and stock

Assignment

12. This contract may be assigned by either party, but only as a whole. No assignment by the AUTHOR shall be valid as against D. APPLETON AND COMPANY, unless and until they shall have received due evidence thereof in writing.

13. It is further agreed that the stipulations and agreements herein shall apply to and bind the executors, administrators, and assigns of the AUTHOR and the successors and assigns of the Corporation of D. APPLETON AND COMPANY.

14. It is further understood and agreed that the AUTHOR empowers and grants full authority to D. APPLETON AND COMPANY to act as his exclusive agent in disposing of all motion picture and dramatic rights in the said work, in compensation for which services D. APPLETON AND COMPANY are to receive a commission of ten (10) per cent of the net amount earned by the sale of such rights.

15. It is further understood and agreed between the parties hereto that the said work is to be prepared by the AUTHOR subject to the approval of D. APPLETON AND COMPANY, and that this agreement shall not become effective unless and until D. APPLETON AND COMPANY shall declare in writing their approval and acceptance of the manuscript of the said work for publication.

16. It is further understood and agreed that D. APPLETON AND COMPANY shall pay to the AUTHOR on the day of publication of the said work the royalties earned through the advance sales of the said work up to and including that date.

17. Paragraph 1, line 5, "dramatization" and "and all motion picture" has been stricken out; line 6, "after book publication" has been inserted after the word "serial". Paragraph 4, lines 2 and 3, "together with all necessary drawings and other illustrative material, on or about" has been stricken out. Paragraph 5, lines 3 and 4, "over and above one thousand (1,000) copies" has been stricken out. ALL BEFORE SIGNING.

Andee Norton

D. Appleton & Co.

W. H. Appleton

AGREEMENT

BETWEEN

ANDRE NORTON

AND

D. APPLETON AND COMPANY

FOR THE PUBLICATION OF

"THE PRINCE COMMANDER"

March 3, 1933

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