

Handwritten initials



Agreement made this 28th day of September 1957

between ANDREW NORTON
of Cleveland, Ohio hereinafter called
"THE AUTHOR," party of the first part, and D. APPLETON-CENTURY COMPANY, INC., of
the City of New York, Publisher, party of the second part.

Author's grant

1. In consideration of the premises, the AUTHOR hereby grants and assigns to
D. APPLETON-CENTURY COMPANY, INC., a work, which is entitled "PIRATES' LUCK" or
some similar title

Copyright

~~and the rights of translation, abridgment, dramatization, and selection, and all motion picture, broadcasting, serial, and other rights of, in, or to the said work, for the United States of America and all other countries.~~
^{after book publication} D. APPLETON-CENTURY COMPANY, INC., shall also have the exclusive right in their own 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 hold and own all such copyrights and to publish the said work throughout the full term or terms thereof and of any renewals thereof on the terms and conditions herein set forth; and the AUTHOR hereby agrees to apply for the renewal of each such copyright prior to the expiration of the first term thereof, and thereupon forthwith to assign to D. APPLETON-CENTURY COMPANY, INC., all of the above-mentioned rights in said work for the entire term of each such renewal.

Author's guarantee

2. 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-CENTURY COMPANY, INC., 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-CENTURY COMPANY, INC., write, print, or publish, or cause to be printed or published during the continuance of this contract any

any injurious or abusive matter alleged to be contained in the said work, and he shall not, without the consent in writing of D. APPLETON-CENTURY COMPANY, INC., 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.

Copy for printing

3. The AUTHOR agrees to deliver to D. APPLETON-CENTURY COMPANY, INC., a copy of the said work, complete and ready for the press, ~~together with all necessary drawings and other illustrative material, on or about~~

Cost of alterations

The AUTHOR further agrees to pay anything that may be legally due any person for extracts from or the use of any part of the work of another author that he may employ in the said work. If the cost of alterations which D. APPLETON-CENTURY COMPANY, INC., shall deem necessary to avoid libel or infringement of copyright, and/or the cost of changes from the original manuscript which the AUTHOR shall require D. APPLETON-CENTURY COMPANY, INC., to make, shall total more than ten (10) per cent. of the cost of original composition, the AUTHOR agrees to pay the excess cost thereof. The AUTHOR shall also, without charge, read all proof and 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-CENTURY COMPANY, INC., 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's being unable to revise the work or to supply new matter when required, D. APPLETON-CENTURY COMPANY, INC., 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. If any government tax be laid upon the work, it shall be borne equally by both parties.

Revision

Publication

4. D. APPLETON-CENTURY COMPANY, INC., 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 (except as hereinafter otherwise provided), ten (10) per cent. of the catalogue (retail) price for each copy thereof sold by them. Should any copies be sold at one-half ($\frac{1}{2}$) 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

Author's royalty

Author's royalty
(continued)

any foreign branch office of D. APPLETON-CENTURY COMPANY, INC., one-half ($\frac{1}{2}$) the regular rate of royalty shall be paid. For the purpose of keeping the work in print and in circulation as long as possible, the AUTHOR agrees that after two (2) years from the date of first publication, if in any six (6) months' royalty period the sales of the work do not exceed two hundred and fifty (250) copies, he will accept one-half ($\frac{1}{2}$) the stipulated royalty on such semi-annual sales of two hundred and fifty (250) copies or less.

Proceeds of other
rights

D. APPLETON-CENTURY COMPANY, INC., also agree to pay the AUTHOR fifty (50) per cent. of all moneys received by them from the sale of any rights contemplated in Article 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.

Free copies

D. APPLETON-CENTURY COMPANY, INC., agree to furnish to the AUTHOR, free of charge, six (6) copies of the work (regular trade edition, cloth binding) and additional copies, if desired for his own use, at the regular trade discount. It is understood and agreed that copies thus purchased shall not be sold again.

Cheap edition

5. 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-CENTURY COMPANY, INC., shall pay to the AUTHOR, in lieu of the royalties mentioned in Article 4 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-CENTURY COMPANY, INC., 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. D. APPLETON-CENTURY COMPANY, INC., may publish or permit others to publish such selections from said work as they think proper to benefit its sale without compensation; but any revenue from the publication of selections or from translations shall be divided equally between the parties hereto.

Selections

6. It is further understood and agreed that if D. APPLETON-CENTURY

6. *It is further understood and agreed that if D. APPLETON-CENTURY COMPANY, INC., 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 Article 5 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 Article 4 of this contract.*

Statements of
account

7. *D. APPLETON-CENTURY COMPANY, INC., agree to render semi-annual statements of account to January 1st and July 1st of each year, on the following May 1st and November 1st, respectively, and to make settlement in cash at the time when each such account is rendered.*

Destruction of
plates

8. *If, at any time after publication of said work, the plates be rendered useless by fire or otherwise, and if D. APPLETON-CENTURY COMPANY, INC., 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-CENTURY COMPANY, INC., for the AUTHOR, and they shall only be required to take the same care of any property belonging to the AUTHOR in their hands that they do of similar property of their own; nor shall they be responsible for the safety of such property unless they shall receive from the AUTHOR a written request to keep the same insured at his expense.*

Insurance

Discontinuance of
publication

9. *If, at any time after the expiration of five (5) years from the date of the first publication, the demand for the said work shall not, in the opinion of D. APPLETON-CENTURY COMPANY, INC., 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-CENTURY COMPANY, INC., at a valuation not to exceed the cost of production, the plates and stock 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 upon the AUTHOR's failing so to purchase, D. APPLETON-CENTURY COMPANY, INC., shall have the right to dispose of the plates of said work. And it is further agreed that if, after the expiration of two (2) years from the date of first publication*

Disposition of
plates and stock

of the said work, there shall not, in the opinion of D. APPLETON-CENTURY COMPANY, INC., 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.

Assignment

10. 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-CENTURY COMPANY, INC., unless and until they shall have received due evidence thereof in writing.

11. It is further agreed that the stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, and assigns of the AUTHOR and the successors and assigns of D. APPLETON-CENTURY COMPANY, INC.

12. It is further understood and agreed that the AUTHOR empowers and grants full authority to D. APPLETON-CENTURY COMPANY, INC., 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-CENTURY COMPANY, INC., are to receive a commission of ten (10) per cent of the net amount earned by the sale of such rights.

13. 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-CENTURY COMPANY, INC., and that this agreement shall not become effective unless and until D. APPLETON-CENTURY COMPANY, INC., shall declare in writing their approval and acceptance of the manuscript of the said work for publication.

14. It is further understood and agreed that D. APPLETON-CENTURY COMPANY, INC., 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.

15. Article 1, lines 5 and 6, "dramatization" "and all motion picture" have been stricken out; line 6, "after book publication" has been inserted after "serial". Article 3, lines 2 and 3, "together with..... on or about" has been stricken out. ALL BEFORE SIGNING.

Andre Norton

D. APPLETON-CENTURY COMPANY, INC.

By

W. Morgan Hunter

President

Agreement

BETWEEN

ANDRE NORTON

AND

D. APPLETON-CENTURY COMPANY
(Incorporated)

FOR THE PUBLICATION OF

"UPPERMERE LUCK"

Or some similar title

.....September 28th, 1937

Scan free

Handwritten text, possibly a name or date, located in the upper middle section of the page.

APPLINGTON-CENTURY COMPANY, INC.

President