

MEMORANDUM OF AGREEMENT made this 16th day of July 1975
BETWEEN Miss Andre Horton c/o Marsha Elkin Jones of 25 Mount Way, Bobington Hall
Park, Wirral, Cheshire L63 5RA

(who and whose executors administrators and assigns are where the context permits hereinafter included in the term THE AUTHOR) of the one Part and ROBERT HALE & COMPANY of Clerkenwell House, 45/47 Clerkenwell Green London EC1R 0HT (who and whose successors and assigns are where the context permits hereinafter included in the term THE PUBLISHERS) of the other Part WHEREBY it is mutually agreed as follows respecting a novel written by the said Author (to be published under the pseudonym of ~~XXXXXXXXXXXXXXXXXXXX~~) and at present entitled:-

THE SIOUX SPACEMAN

hereinafter referred to as the said novel.

~~1. The Publishers shall during the legal term of copyright have the sole and exclusive rights of printing publishing and selling the said novel or any part thereof throughout the World subject to the conditions following. See Clause 14~~

2. The Author guarantees to the Publishers that no rights whatsoever in the said novel or in any part of the said novel have been hitherto granted to any party and hereby grants the Publishers the sole and exclusive licence throughout the legal term of copyright to sub-lease any rights in the said novel subject to the conditions following.
***within the Publishers' Traditional Market as defined in the Schedule attached.**

3. The Publishers shall unless prevented by circumstances beyond their control publish the said novel within 2 (two) years of the date of this Agreement but the Publishers shall not be obliged to publish any two novels by the said Author within six months of each other and they shall issue the said novel at a published price of about **£2.50 (two pounds fifty)** net in the first instance but the Publishers shall have power in their discretion from time to time to alter the published price of any edition. The Publishers shall not be held responsible for any delays in the publication of the said novel caused by strikes lockouts abnormal trade conditions or any other circumstances beyond their control.

4. The author hereby warrants to the Publishers and their assigns and licensees that the said work is an original work has not been published in any form within the territories covered by this Agreement and is in no way whatever a violation of any existing copyright that it contains nothing libellous or defamatory that all statements contained therein purporting to be facts are to the best of the Author's knowledge and belief true that the Author has full power to make this Agreement and will indemnify the Publishers against any loss injury or damage (including any legal costs or expenses and any compensation costs and disbursements paid by the Publishers to compromise or settle any claim) occasioned to the Publishers in consequence of any breach of this warranty or arising out of any claim alleging that the work constitutes an infringement of copyright or contains libellous or defamatory matter. The Author further warrants that the said work contains no objectionable or improper material. The Publishers reserve the right to alter the text of the work as may appear to them appropriate for the purpose of removing any passage which in their absolute discretion or on the advice of their legal advisers may be considered objectionable. The foregoing warranties and indemnities shall survive the termination of this Agreement.

5. The Publishers shall make up accounts of sales half-yearly to the 30th day of June and the 31st Day of December in each year and deliver and settle these within three months thereafter respectively paying the Author as follows:-

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Clause 5 continued(a) On the original Home edition

10% (ten per cent) of the published price on all copies sold up to 3,000 (three thousand) copies; 12½% (twelve and one half per cent) of the published price on all copies sold from 3,000 (three thousand) and up to 6,000 (six thousand) copies; and a royalty of 15% (fifteen per cent) of the published price on all copies sold beyond 6,000 (six thousand) copies.

(b) On copies of the original edition sold Overseas or in Great Britain for purposes of Export

A royalty of 5% (five per cent) of the published price on all copies sold.

(c) On Cheaper editions published by the Publishers

On copies of any editions published the royalty to be paid shall be 10% (ten per cent) of the published price on all Home sales and 5% (five per cent) of the published price on all copies sold for Export.

(d) In the event of the sale of the said novel in sheets or bound copies to The Book Society and/or a Book Club within the Publishers' Traditional Market at a discount of 50% (fifty per cent) or more of the published price the royalty to be paid shall be 10% (ten per cent) of the net cash proceeds on all copies sold. Any such sales shall not affect the scale of royalties as set forth in the preceding clauses but shall be regarded as a transaction separate and distinct from sales through regular channels.

(e) On all royalties received by the Publishers on account of an edition or editions of the said novel printed by Book Clubs Paperback Publishers or other persons within the Publishers' Traditional Market under licence from the Publishers 50% (fifty per cent) of the net cash proceeds.

(f) 10% (ten per cent) of the sum received from the sale of any copies of the said novel as remainders the Author having first been given the option of purchasing some or all of such copies at the remainder price such option to be exercised within three weeks of dispatch of such notification by the Publishers. No royalty shall be paid on copies sold at or below cost.

(g) In the event of a sale of a special edition of the said novel in sheets or bound copies the Author shall receive 10% (ten per cent) of the net cash proceeds of such sale. Any such sale shall not affect the scale of royalties as set forth in the preceding clauses but shall be regarded as a separate and distinct transaction.

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Clause 5 continued

- ~~(h) In the event of a sale of any Dramatic Film Television Sound Broadcasting Rights in the said novel the Author shall receive of the net cash proceeds from any such sale.~~
- ~~(i) In the event of a sale of any other Subsidiary Publishing Rights in the said novel the Author shall receive of the net cash proceeds from any such sale.~~
- ~~(j) A sum of £100 (one hundred pounds) payable on signature of the Agreement by both parties hereto in advance and on account of all royalties and any other monies which may become due to the Author in any way under the terms of this Agreement.~~

6. The Publishers shall have the entire control of the publication and the paper printing binding jacket (including jacket design) and embellishments the manner and extent of advertisement and the price and terms of sale of the first or any subsequent edition and the number and distribution of free copies for Press or otherwise shall be in their sole discretion. The Publishers shall bear all expenses in connection therewith except the amount (if any) of Author's alterations in the proofs other than printers' errors in excess of £6 (six pounds) which extra amount shall be borne by the Author.

7. The Author undertakes to correct the proofs of the said novel and to return these corrected proofs to the Publishers within 14 (fourteen) days of receipt.

8. The Author shall receive on publication 6 (six) presentation copies of the said novel and shall be entitled to purchase further copies for personal use but not for resale at trade price.

9. No royalties shall be paid on copies given away in the interests of the said novel and should any copies of the said novel be lost damaged or destroyed as a result of fire flood or otherwise no royalties shall be paid on any such copies.

10. The Publishers shall not be responsible for any accidental loss or damage to the work including illustrations or other material by fire flood or otherwise while it is in their custody or in course of production.

~~It is agreed between the parties hereto that the novel the subject of this Agreement satisfies the option under the contract between them dated~~

~~It is hereby agreed that the Publishers shall have the first refusal (including the first opportunity to read and consider for publication) of the Author's next two novels to be about words suitable for publication in volume form and the Author shall offer the Publishers for this purpose the same rights and territories as those covered by this Agreement. Such novel or novels shall each be the subject of a fresh Agreement between the Author and the Publishers on terms which shall be fair and reasonable. If however the Publishers decline the first of these novels the Author shall not be bound to offer him the second but the Author shall not require the Publishers to accept as any option novel a novel delivered to them within six months of the delivery to the Publishers of any previous novel.~~

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11. If after three years from the date of first publication of the said novel there are no copies of any editions of the said novel in stock and the Publishers neglect to arrange for the issue of a new edition or impression of at least 500 (five hundred) copies within one year of having received a written request from the Author or his/her representatives to do so then this Agreement shall automatically determine in respect of the said novel without prejudice to royalties and other monies due to the Author from the Publishers but the guarantees and indemnities made by the Author under the terms of Clause 4 hereof shall survive the termination of this Agreement.

12. The expression "the Publishers" as used throughout this Agreement shall be deemed to include the person or persons or company for the time being carrying on the business of the said ROBERT HALE & COMPANY whether under its present or any future style or any associated or subsidiary company of the said ROBERT HALE & COMPANY and the benefits of this Agreement shall be transmissible accordingly and the benefits accruing to the Author under this Agreement shall be transmissible to his/her heirs administrators personal representatives and assigns.

13. If any difference shall arise between the parties hereto touching the meaning of this Agreement or the rights or liabilities of the parties hereunder the same shall be referred to the arbitration of a person to be named by the President for the time being of the Law Society whose decision shall be final and binding upon the parties.

14. The Publishers shall during the legal term of copyright have the sole and exclusive rights of printing publishing and selling the said novel in volume form in the English language throughout the Publishers' Traditional Market as defined in the Schedule attached hereto the rest of the World except Canada the United States of America her Dependencies and the Philippine Islands to be an open market for both parties for copies produced by them in the English language subject to the conditions contained herein.

15. It is hereby agreed that the Publishers shall have the first refusal (including the first opportunity to read and consider for publication) of the Author's novel THE SECRET OF THE LOST RACE and the Author shall offer the Publishers for this purpose the same rights and territories as those covered by this Agreement.

16. All monies due under this Agreement shall be paid to the Author's representative Miss Marsha Elkin Jones of 25 Mount Way, Bebington Hall Park, Wirral, Cheshire L63 4RA whose receipt shall be the full discharge of the monies received and the said Miss Marsha Elkin Jones is hereby empowered by the Author to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

THE AUTHOR

Andie Norton

for and on behalf of
THE PUBLISHERS

W. H. Jones

Director

SCHEDULE

THE BRITISH PUBLISHERS' TRADITIONAL MARKET

Ascension	Mauritius (including Rodrigues)
Australia	Native States of India
Bangla Desh	Newfoundland (including Labrador) now included in Canada
British West Indies comprising: Bahamas Barbados Bermuda Guyana British Honduras The Caices, Cayman, Leeward, Turks and Windward Islands	New Zealand (including Ross)
Brunei	Nigeria and the Cameroons
Burma	Northern Ireland
Canada	Pacific Islands comprising: British Solomon Islands Tonga Western Samoa Nauru Islands New Hebrides Gilbert and Ellice Islands Union Islands (New Zealand) Norfolk Island (Australia) Papua and New Guinea (Australia) Pitcairn Island
Ceylon	
Cocos Island	
Cyprus	Pakistan
Egypt	Rhodesia
Falkland Islands	St Helena
Fiji	Seychelles
Gambia	Sierra Leone
Gibraltar	Singapore
Ghana	Somali Republic
Hong Kong	South African Republic
India	South West Africa
Iraq	South Yemen
Irish Republic	Sudan
Israel	Swaziland
Jamaica	Tanzania
Jordan	Tasmania
Kenya	Trinidad and Tobago
Kuwait	Tristan da Cunha
Lesotho	Uganda
Malawi	United Kingdom (including Northern Ireland, The Isle of Man and Channel Islands)
Malaysia comprising: The Malayan Union Sabah Sarawak	Zambia
Malta and Gozo	