



AGREEMENT between BEACON PRESS, INC., a Massachusetts corporation whose address is 25 Beacon Street, Boston, Massachusetts (herein called the "Publisher") and

Prof. Karl Polanyi  
423 West 120th Street  
New York 27, N. Y.  
whose address is  
(herein called the "Proprietor"):

Abraham Rotstein  
8575 Outremont Avenue  
Montreal, Quebec

The Publisher and the Proprietor hereby agree with respect to the work presently entitled

### FREEDOM AND TECHNOLOGY

(herein called the "Work") as follows:

Proprietor's  
grant

1. The Proprietor hereby grants and assigns to the Publisher the exclusive right to publish and sell, and to permit others to publish and sell, the Work in volume form in all languages throughout the world, together with such other and further rights and on such terms and conditions as are set out below, for the period specified in Paragraph 6.

Provision of  
copy  
for  
printing

2. The Proprietor shall deliver to the Publisher on or before the 31st day of December, 19 57, satisfactory in content and form to the Publisher, a complete and legible copy of the Work in suitable form for printing, consisting of not less than 50,000 words nor more than 70,000 words, together with all photographs, maps, drawings, charts, or indices required by the Publisher. If, in the opinion of the Publisher, the Work requires special editorial services, including additional checking by legal counsel, and/or revisions, or if the Proprietor fails to provide the photographs, maps, drawings, charts, or indices specified above, the Publisher may perform or retain others to perform or supply the same and deduct the cost thereof from any payments due to the Proprietor hereunder.

Proprietor's  
representations  
and warrants

3.(a) The Proprietor represents and warrants to the Publisher as follows: that Prof. Karl Polanyi and Abraham Rotstein are the author of the Work; that the Work is original and does not infringe upon any copyright, common-law right, proprietary right, or any other rights whatsoever; that the Work is innocent and contains no matter that is scandalous, obscene, libelous, or otherwise contrary to law; that the Work has not heretofore been published in whole or in part; that the Work is not in the public domain; that he is the sole and exclusive owner of the rights herein granted and assigned to the Publisher; that the rights herein granted have not been by him or anyone else heretofore pledged or otherwise encumbered; that he has full power to enter into this agreement and to make the grants herein contained; that he has obtained permission to publish any copyrighted material to be included in the Work from the copyright proprietor thereof; and that such permission is broad enough to cover all the rights herein granted and assigned to the Publisher. (All such permissions shall be in writing, signed by the copyright proprietor of the material in question and obtained by the Proprietor at his own expense. Such permissions shall be transmitted to the Publisher on delivery of the final manuscript.)

Publisher's  
investigation

(b) The Publisher shall be under no obligation to make an independent investigation to determine whether the foregoing warranties and representations are true and correct; however, any such independent investigation by the Publisher, if it should choose to make one, shall not constitute a defense to the Proprietor in any action based on a breach or alleged breach of any of the foregoing warranties.

Indemnity

(c) The Proprietor shall indemnify the Publisher and hold it harmless from any harm, loss, expense, damage, liability, claim, demand, suit, settlement, or judgment (including in the foregoing, but not by way of limitation, court costs and counsel fees) arising out of any breach or alleged breach of any of the Proprietor's representations or warranties contained in this agreement. In the event that any such harm, loss, expense, damage, liability, claim, demand, or suit is threatened, asserted, brought, or imposed against the Publisher, the Publisher shall promptly notify the Proprietor and the Publisher shall have the right to defend against the same by counsel of its own choosing at the Proprietor's expense and to compromise and/or settle the same at the Proprietor's expense if it deems it necessary or desirable so to do. The Publisher shall also have the right to withhold, until the final disposition and/or satisfaction of any such harm, loss, expense, damage, liability, claim, demand, or suit, any and all sums due or to become due to the Proprietor and to apply the same in satisfaction of the indemnity herein provided for.

**Publisher's  
changes**

(d) The Proprietor's representations or warranties contained in this agreement shall not apply to any matter not contained in the manuscript submitted by the Proprietor if the same have been inserted therein by or at the instance of the Publisher.

**Publisher's  
agreement to  
publish**

4. The Publisher shall publish the Work in book form in the United States in a regular trade edition within <sup>18</sup> months after the delivery of the copy provided for in Paragraph 2 hereof, at its own expense and in such style and manner and at such price as the Publisher may determine. The failure of the Publisher to publish the Work shall not be a breach of this agreement if such failure was or is due to delays caused by strikes, lockouts, fires, shortages of labor or material, acts of God, or other circumstances beyond its control.

**Copyright**

5.(a) The Publisher shall copyright the Work in the name of the Publisher or the Proprietor in the United States and the Proprietor hereby authorizes the Publisher to take all steps necessary so to do. The Publisher may also copyright the Work in all other countries covered by this agreement, but the Publisher shall not be liable to the Proprietor for its failure to do so. If this agreement is still in effect, the Publisher shall have the right to obtain renewals of all copyrights obtained (including the United States copyright) in the name of the Proprietor and the Proprietor hereby irrevocably appoints the Publisher, during the life of this agreement, his attorney-in-fact for that purpose and hereby grants and assigns to the Publisher for such renewal period the same rights as are herein granted and assigned for the original copyright period. The Publisher shall print the appropriate notice required by law to comply with the applicable copyright laws of the United States on each copy of the Work it publishes.

**Assignment  
of  
copyright**

(b) If the Proprietor may, under the terms of this agreement, permit others to publish the Work in any form prior to the publication of the Work in book form by the Publisher, then in the event of such publication by a third party, the Work shall be copyrighted by such third party or the Proprietor, and the Proprietor shall deliver to the Publisher a legally recordable assignment or assignments of such copyright or copyrights before the date of publication set by the Publisher. If the Proprietor may, under the terms of this agreement, permit others to publish the Work after the date of publication by the Publisher, in any form, the Proprietor shall require such third person or persons to take all steps necessary to protect the copyright in the Work including, but not by way of limitation, the carrying of the appropriate copyright notice.

**Prosecution  
for  
infringement**

(c) The Publisher and the Proprietor shall jointly have the right to prosecute an infringement of copyright. If the infringement is of the right to publish the Work in book form, the expenses and proceeds of the prosecution shall be divided equally between them. In all other cases, the expenses and proceeds shall be divided between them in the same manner as if the right or rights infringed had been sold. If either the Proprietor or the Publisher refuse to prosecute jointly, the other party shall have the right to proceed alone. In such event, the suing party shall bear all the expenses and shall be exclusively entitled to all recoveries; and if the suing party does not hold the record copyright, the other party shall permit the action to be brought in his or its name.

**Period of  
agreement**

6. Unless sooner terminated pursuant to the provisions hereof, the grant and assignment of rights herein made by the Proprietor to the Publisher shall be for the entire period of any United States copyright or copyrights obtained upon the Work and for the entire period of the renewal or renewals thereof, plus the period of any copyright or renewal thereof obtained on the Work elsewhere in the world, and, in any event, for so long as revenue continues to flow to the Proprietor and/or the Publisher by reason of the Work.

**Correction of  
proofs**

7.(a) The Publisher shall submit galley proofs of the Work to the Proprietor. Such proofs shall be set up in conformity with the final manuscript submitted by the Proprietor (unless revised under the terms of Paragraph 2). The Proprietor shall correct and return the proofs to the Publisher within fourteen (14) days of receipt thereof. The Publisher shall have the right to charge against all payments to be made to the Proprietor under this agreement the amount of expenses incurred by it because of the Proprietor's changes and/or additions (other than corrections of the printers' or Publisher's errors) in excess of fifty dollars (\$50).

**Supplement**

(b) In a case where the Work carries a coupon offering a supplement to correct errors of fact, the cost of such supplement shall be divided equally between the Publisher and the Proprietor.



Royalties

8. The Publisher shall pay to the Proprietor on all copies of the regular trade edition (less returns) sold by it to purchasers in the United States, and its territories and possessions, the following royalties, to be computed on the retail price of such editions:

10%	on the first	7500	copies;
12-1/2%	on the next	5000	copies;
15%	on all copies sold thereafter.		

The foregoing shall, however, be subject to the following exceptions:

Copies given away or sold at cost

(a) No royalties shall be paid on copies given to the Proprietor or purchased by him, nor on copies given away for review or promotion (but not for resale), copies destroyed by fire, water, or other cause, or copies sold at or below the cost thereof.

Export sales

(b) On all copies of the Work sold for export, including the Canadian trade, the royalties shall be ten percent (10%) of the amount actually received by the Publisher from such sales.

Discounts

(c) When in its judgment it shall be necessary or advisable, the Publisher is authorized to sell at a discount of fifty percent (50%) or more damaged copies or copies for export to Canada, or copies to such groups as reading circles, schools, or other institutions; and in the event of any such sales the royalty shall be ten percent (10%) of the amount actually received by the Publisher from such sales except as otherwise provided by sub-paragraph (a) of this Paragraph 8.

Sales through special channels

(d) If the Publisher shall decide that an additional market can be found outside of regular bookstore sales by means of direct-by-mail circularizing, and/or the printing of coupon-advertisements in newspapers and/or periodicals, it shall have the right to print and distribute such circular matter and advertising and insert such advertisements at its own expense, and on all sales resulting from such efforts, it shall pay the Proprietor one-half the royalty which would otherwise be applicable under this Paragraph 8.

Keeping work in print after two years

(e) For the purposes of keeping the Work in print and in circulation as long as possible, the Proprietor agrees that after two (2) years from the date of first publication if, in any one-year royalty period, sales of the regular trade edition of the Work do not exceed five hundred (500) copies, he will accept one-half (1/2) the established royalty on such annual sales of five hundred (500) copies or less.

Remainder sales

(f) In the event that after two (2) years from the date of first publication of the Work the Publisher finds, in its sole judgment, that it is overstocked, it may sell the remaining copies of the Work on hand at the best price obtainable by it, and pay the Proprietor ten percent (10%) of the amounts actually received by it from such sales, provided however that no royalties shall be paid the Proprietor on copies of the Work sold at or below the cost thereof.

“Semi-remainder” fifty-five/55

(g) In the event that after one (1) year from the date of the first publication of the Work, the Publisher and Proprietor, in an effort to stimulate sales, agree to reduce the retail price of the Work by twenty percent (20%) or more, the Publisher will pay the Proprietor a royalty of ten percent (10%) of the average wholesale price received by the Publisher on copies of the Work sold at the lower price. Such “average wholesale price” shall be computed at ~~forty-five~~ **seventy-five** percent (45%) of the new retail price established by the Publisher. In the event the Publisher shall supply customers with free copies of the Work in order to adjust existing stocks of the Work to the new retail price, no royalties shall be paid to the Proprietor on such copies.

Additional rights

9. The Proprietor hereby grants and assigns to the Publisher the following rights in the Work, in addition to the rights granted above:

First serial

(a) The exclusive right to publish, or to permit others to publish, the Work in whole or in part in the English language in magazines and newspapers in one or more installments prior to the date of first publication by the Publisher. The Publisher shall pay to the Proprietor **seventy-five** percent ( **75%** ) of the amount it receives from the exercise of this right.

Second serial

(b) The exclusive right to publish, or to permit others to publish, the Work in whole or in part in the English language in magazines and newspapers in one or more installments after first publication by the Publisher. The Publisher shall pay the Proprietor **fifty** percent ( **50%** ) of the amount it receives from the exercise of this right.

Abridgment

(c) The exclusive right to publish, or to permit others to publish, abridgments or condensations of the entire Work in book form or in magazines or newspapers in one or more installments. The Publisher shall pay the Proprietor **fifty** percent ( **50%** ) of the amount it receives from the exercise of this right.

Excerpts

(d) The exclusive right to publish, or to permit others to publish, short excerpts or selections from the Work (including photographs and illustrations) in anthologies, compilations, or similar works in book form and in magazines and newspapers. The Publisher shall pay to the Proprietor **fifty** percent ( **50** %) of the amount it receives from the exercise of this right.

Quotations

(e) The exclusive right to publish, and to permit the publication in any medium of, short excerpts or selections from the Work (including photographs and illustrations) without payment, for the purposes of aiding the sale of the Work or the exercise of any of the rights granted by this agreement. No royalties shall be paid on such permission so granted.

Book clubs

(f) The exclusive right to publish, or to permit others to publish, a special edition or editions of the Work for sale by book clubs. The Publisher shall pay to the Proprietor fifty percent (50%) of the amount it receives from the exercise of this right, provided, however, that if the Publisher itself publishes a special edition or editions for sale by its own book club or clubs, it shall pay the Proprietor **fifty** percent ( **50** %) of the amount it receives from the sale of such edition or editions.

"Cheap editions"  
**fifty-five**

(g) The exclusive right to publish or to permit others to publish so-called "cheap editions" of the Work. The Publisher shall pay the Proprietor fifty percent (50%) of the amount it receives from the exercise of this right, provided, however, that if the Publisher itself publishes a "cheap edition," the Publisher shall pay to the Proprietor a royalty of ten percent (10%) of the average wholesale price (computed at ~~forty-five~~ percent [**45** %] of the list price) of all copies of its "cheap edition" sold by it. A "cheap edition" issued by the Publisher shall mean any edition issued by the Publisher, the list price of which is thirty percent (30%) or more less than the list price of the first edition of the Work issued by the Publisher.

Textbook sales

(h) The exclusive right to publish the Work as a text for sale to educational institutions at a retail price of not less than one-half the price of the regular trade edition. The Publisher shall pay the Proprietor a royalty of ten percent (10%) of the wholesale price of all such copies so sold in textbook form.

Publication in Great Britain

(i) The exclusive right to publish and to have published the Work in Great Britain and/or the British Commonwealth and possessions, including the right (1) to publish abroad or to arrange for separate manufacture and publication by a publisher therein; (2) to export bound copies to publishers therein; (3) to sell an edition in sheets to publishers therein.

The Publisher shall pay to the Proprietor seventy-five percent (75%) of the amount it receives from the exercise of the right provided for in (1) above, except that if the Publisher publishes the Work abroad, it shall pay the Proprietor **ten** percent ( **10** %) of the amounts it receives from the sale thereof; **ten** percent ( **10** %) of the amounts actually received by it under (2) above; and twenty percent (20%) of the amounts actually received by it under (3) above.

Publication in foreign languages

(j) The exclusive right to publish and sell and to authorize others to publish and sell the Work in all foreign languages and throughout the world in book form and in magazines and newspapers. The Publisher shall pay the Proprietor **seventy-five** percent ( **75** %) of the amount actually received by it from the exercise of such right, except that if the Publisher itself publishes a foreign language edition of the Work, the Publisher shall pay the Proprietor **ten** percent ( **10** %) of the amount it actually receives from the sale of such edition of the Work.

Other rights

(k) The exclusive right to use or to sell, lease, or otherwise dispose of each of the following rights, paying over to the Proprietor **eighty** percent ( **80** %) of what the Publisher receives from such use, sale, lease, or other disposition: Dramatic production, motion picture, radio, television, public reading, mechanical reproduction, microfilm, commercial. Also the exclusive right to use or to sell, lease, or otherwise dispose of all other rights in the Work now known or which hereafter may be ascertained, at a percentage to be agreed.

Computation of payments

(l) In all cases mentioned in this paragraph 9, payments to the Proprietor shall be made on the basis of net moneys received by the Publisher, i.e., the gross amount received less returns and special expenses such as (without limiting the generality of the foregoing) agent's commissions, cost of special work necessitated by the exercise of such rights, costs of books, plates, or other materials used in connection therewith, advertising, and other expenses incurred in marketing the particular rights involved.

Statement of account and payments

10. The Publisher shall render annual statements of account to the Proprietor, as of the preceding April 30, on August 1st of each year. Such statements shall show the gross amount credited to the Proprietor by reason of moneys payable to the Proprietor on the sale of the Work by the Publisher, by reason of the Proprietor's share of all moneys received by the Publisher from the use, sale, lease, or other disposition of the subsidiary rights controlled by the Publisher pursuant hereto, and by reason of any other moneys payable to the Proprietor by the Publisher under the terms of this agreement. Such statements shall also show of what items the total amount so credited is composed and shall also show any amounts owing to the Publisher by reason of advances paid, deductions made under this agreement, or any other proper debits. The Publisher shall pay to the Proprietor simultaneously with the rendition of each statement the



amount shown to be due thereon.

sum of \$  on account of the amount so credited, and the excess, if any, shall be credited to the Proprietor's account on the next statement; except that if, at the close of any accounting period, the entire amount then credited to the Proprietor's account shall be less than the aforementioned sum, the entire amount then credited to the Proprietor's account shall be paid to the Proprietor simultaneously with the delivery of the statement for that accounting period. (Any amount thus due to the Proprietor shall constitute a debt between the Publisher and the Proprietor, and the Publisher shall not hold said sum in trust for the Proprietor. The Publisher shall pay no interest to the Proprietor on account of said debt and may use any balance payable but not due the Proprietor from time to time until it is payable.) Should the Proprietor receive an overpayment on copies sold but subsequently returned or by reason of any other matter, the Publisher may deduct such overpayment from any earnings then or thereafter due to the Proprietor on this Work or on any other Work of the Proprietor published by the Publisher.

Author's  
copies

11. The Publisher shall present to the Proprietor ten (10) free copies of the Work upon its first publication by the Publisher and shall permit him to purchase additional copies for his own personal use at a discount of twenty percent (20%) of the retail price of the regular trade edition on orders of one to four copies each, and of forty percent (40%) on orders of five or more copies each.

12. This agreement shall cease and terminate:

(a) If the Publisher, beginning five (5) years from the date of first publication, thereafter fails to keep the Work in print and for sale and within three (3) months after written demand from the Proprietor declines or neglects to reprint the Work and to offer it for sale; or

(b) If, after two (2) years from the date of first publication of the Work, the Publisher gives three (3) months' notice to the Proprietor of its desire and intention to discontinue the publication. Such termination shall take place at the end of the three-month period stated in such notice.

The Work shall be considered in print and for sale if it is on sale in a "cheap edition," or if the Publisher has entered into a contract for the publication of a "cheap edition" of the Work, which contract is then in effect, or if the Publisher enters into such a contract within the three-month period provided for in subparagraph (a) of this paragraph 12, or if it publishes the Work in a "cheap edition" within that period.

In case of termination, all the rights granted hereunder shall revert to the Proprietor. Thereupon, the Proprietor shall have the option to purchase from the Publisher (1) all or part of the copies of the Work the Publisher may have on hand at the cost thereof, and/or (2) the plates of the Work, at their cost to the Publisher (including the cost of composition). If the Proprietor fails to exercise this option by an appropriate written instrument within thirty (30) days of the expiration of the three-month period referred to in subdivision (a) above, or within thirty (30) days after written notice from the Publisher referred to in subdivision (b) above as the case may be, the Publisher shall have the right to dispose of the copies and plates, free from all obligation, including an obligation to pay royalties thereon, to the Proprietor. However, such sale shall not transfer the right of publication and sale of the Work. The Publisher's privilege to sell such remaining copies shall expire within one year, and thereupon all remaining copies shall be destroyed. Notwithstanding the termination of this agreement, the Publisher shall remain liable to the Proprietor for all unpaid royalties or other moneys due or to become due to the Proprietor, and the Publisher shall be entitled to receive payments from any third parties under contracts pertaining to the Work between the Publisher and such third parties which so provide and which were entered into prior to the date of termination, paying over to the Proprietor his share of such payments as provided in this agreement.

Termination of  
agreement

13. If a petition in bankruptcy is filed by or against the Publisher, or if it makes an assignment for the benefit of creditors or takes advantage of any state or federal insolvency law, or if its business is liquidated, all rights herein granted shall forthwith automatically revert to the Proprietor. The Proprietor shall thereupon have the option for a period of thirty (30) days to purchase from the Publisher all or part of the copies of the Work it may have on hand at the cost thereof and/or the plates, if any, of the Work at  fifty percent (  50 %) of their cost to the Publisher. Notwithstanding the reverter herein provided for, the Publisher shall remain liable to the Proprietor for all unpaid royalties or other moneys due or to become due to the Proprietor.

Bankruptcy  
or insolvency

Notice

14. Except where otherwise specifically provided herein, any notice to be given hereunder shall be sent by registered mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by notice given in the same manner.

<b>Waiver of breach</b>	15. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of a same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the parties.
<b>Provision of documents</b>	16. The parties shall take any and all steps and execute and deliver any and all documents necessary to effectuate the terms and the intent of this agreement.
<b>Heirs and assigns</b>	17. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Proprietor or his successors and assigns, as the case may be, and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher; but no assignment, either voluntary or by operation of law, shall be binding upon either party without the written consent of the other. However, the Proprietor shall have the right to assign any moneys due or to become due him hereunder.
<b>Interpretation</b>	18. This agreement shall in all respects be interpreted, construed, and governed by the laws of the Commonwealth of Massachusetts.
<b>Revision</b>	19. If, in the opinion of the Publisher, the Work needs revision or requires the addition of new matter, at any time during the life of this agreement, it shall request the Proprietor to revise it, and if he agrees that the Work needs revision, he shall, without charge therefor, revise the Work or supply such new matter as in his judgment and the judgment of the Publisher may be needed to keep the Work up to date. If, however, the Proprietor fails or refuses to revise the Work to the satisfaction of the Publisher within a reasonable time after the Publisher has requested him to do so, or if the Proprietor is dead or is totally disabled, mentally or physically, or is unavailable, the Publisher may procure some other competent person to revise the Work and supply what new matter is needed, and deduct the expense thereof, whether a fixed amount, a royalty, and/or a percentage of any and all rights, from all sums payable to the Proprietor by the Publisher under this agreement. In the event of the publication of a revised edition (whether abridged, expanded, or of the same length) necessitating the resetting of fifty percent (50%) or more of the Work as previously published, the said revision shall be considered a new work and this agreement shall be automatically renewed for the new work on the same terms as the original edition, provided, however, that the Publisher may deduct the amounts payable to the person revising the Work as provided above, and provided further that the Proprietor shall not in any event be paid a lesser proportion of the total royalties and other payments that would otherwise be paid to the Proprietor under this agreement than the portions of the original edition included in the said revised edition bear to the whole of that edition.
<b>Option on subsequent work</b>	20. The Proprietor shall submit to the Publisher a typed manuscript of his next work in final form before submitting such work to any other publisher, and the Publisher shall have three (3) months in which to consider the same. If, within such three-month period, the Publisher and the Proprietor shall not have agreed on terms for the publication of such work by the Publisher, then the Publisher shall forthwith return the manuscript and the Proprietor shall be free to enter into an agreement with any other Publisher for the publication of such work.
<b>Notification of contracts</b>	21. Each party shall promptly notify the other party of any and all contracts entered into by them concerning the Work.
<b>Change of title</b>	22. The title of the Work, as given above, shall not be changed without the mutual consent of the parties.
<b>Time limit</b>	23. The parties hereby agree that time is of the essence of this agreement, provided, however, that neither the Publisher nor the Proprietor shall be held to be in default with respect to the performance of the provisions of this agreement if shortages of materials, priorities, or other unavoidable conditions delay such performance or make such performance physically impossible.
<b>Insurance</b>	24. No insurance whatever need be effected by the Publisher for the Proprietor.



**Taxes**

25. All state, federal, and foreign taxes on money due to the Proprietor hereunder, when paid or payable by the Publisher, shall be proper charges against the Proprietor's earnings under this agreement and may be withheld and/or deducted by the Publisher.

**Marginal notes**

26. The marginal notes opposite each paragraph hereof are for reference only and shall not constitute any part of this Agreement.

**Paperback editions**

27. On regular sales of its own paperback editions the Publisher will pay the Proprietor a royalty of 7½% of the list price; on Canadian, overseas and other special sales the percentages in the pertinent paragraphs above will apply.

IN WITNESS WHEREOF, the Publisher has caused this agreement to be executed by its duly authorized officer, and its corporate seal to be hereunto affixed, and the Proprietor has hereunto set his hand and seal the 7<sup>th</sup> day of June, 19 57.

BEACON PRESS, INC.

(SEAL)

By

J. C. Ball

Karl Ptanys

Proprietor

Abraham Rotstern

Proprietor

Note: If Proprietor is a corporation or partnership, signature must correctly state corporate or firm name and this agreement must be signed by an officer or partner with authority to bind the corporation or firm and evidence of such authority must be furnished if requested.

# Memorandum of Agreement

made this 15<sup>th</sup> day of January, 1963.  
between IIGNA DUCZYNSKA and KARL POLANYI c/o McClelland and  
Stewart Limited of 25 Hollinger Road, Toronto 16, Ontario,  
Canada (hereinafter referred to as the Editors) of the one  
part and PETER OWEN LIMITED of 50 Old Brompton Road, London,  
S.W.7. (hereinafter referred to as the Publishers) of the  
other part WHEREBY IT IS AGREED between the parties hereto  
AS FOLLOWS:-

1. The Editors grant to the Publishers the sole and exclusive licence to print and to publish in volume form in the English language throughout the world (with the exception of the United States of America the Philippines and Canada) the work entitled THE PLOUGH AND THE PEN (hereinafter referred to as the said work).
2. The Publishers undertake to publish the said work at their own risk and expense within Nine (9) months of the date of this agreement unless prevented by circumstances over which they have no control and the published price shall in the first instance be about Thirty shillings (30/-) net.
3. IN CONSIDERATION HEREOF the Publishers undertake to pay the Editors the following royalties on copies sold:-
  - (a) On sales in Great Britain and Ireland of editions published at the original published price:-  
Four per cent (4%) of the published price on the first Five thousand (5,000) copies sold and Five per cent (5%) of the published price on all copies sold thereafter.
  - (b) On copies sold Overseas and in Great Britain for the purposes of Export:-  
A royalty of Five per cent (5%) of the price received by the Publishers on all copies sold.
  - (c) On sales of cheaper editions:-  
A royalty to be mutually agreed on all copies sold of any editions sold at any published price at or below two-thirds of the original published price.
  - (d) In the event of a sale of a quantity of copies of not less than Two thousand (2,000) to the Book Society or similar organisation at a discount of Fifty per cent (50%) or more of the published price the royalty to be paid on each copy sold shall be mutually agreed between the Editors and the Publishers.

Initialed.....  
MS  
K.G.



4. It is understood that the Publishers have cleared the rights with the Bureau Hongrois Pour la Protection des Droits D'Auteur and shall be responsible for the payment of any copyright fees.

5. After one (1) year from the date of first publication of the said work the Publishers shall be at liberty to issue a cheaper edition or editions of the said work that is at not more than two-thirds of the original published price but if within three (3) years from the date of first publication of such work the Publishers have not published a cheaper edition or editions the Editors after having given six (6) months notice in writing to the Publishers (during which said six months the Publishers shall still be at liberty to issue such cheaper edition) shall be free to arrange for the publication of cheaper editions of such work elsewhere.

6. The Editors undertake that the said work shall contain nothing which violates the copyright of any other person or persons or is libellous or obscene and they shall hold the Publishers harmless from any suits or proceedings that may be brought against them on the grounds that the said work does violate the copyright of any other person or persons or contain something libellous or obscene.

7. If at any time in the opinion of the Publishers the sale of the said work shall have practically ceased the Publishers shall give the Editors the option of purchasing at cost price the plates and unsold stock (if any) of the said work and if the Editors decline so to purchase these plates and unsold stock then the Publishers shall be at liberty to dispose of the surplus stock as a remainder and the Editors shall not be entitled to royalty on copies so sold but the Publishers shall pay them Ten per cent (10%) of the amount realised by such sale provided always that the said copies are sold above cost price.

8. All details as to the manner of production publication and advertising the said work and the number and destination of free copies shall be left to the sole discretion of the Publishers who shall bear all expenses in connection therewith excepting the amount (if any) of the Editors' corrections other than printers' errors in the proofs in excess of Ten per cent (10%) of the cost of composition which extra amount shall be borne by the Editors and settled in account.

9. If at any time the Publishers allow the said work to go out of print or off the market or allow their stock of the said work to remain below One hundred copies for a period of Twelve (12) months and if within six (6) months after receiving a written notice from the Editors to do so they have not reprinted and placed on the market an editions of at least Five hundred (500) copies all rights under this agreement in respect of the said work shall thereupon revert to the Editors.

10. The Editors shall receive on publication six (6) copies of the said work free of charge and shall have the right to purchase further copies for their own use at two-thirds of the published price.

11. The Publishers shall make up accounts of the sales of the said work to the 30th June and the 31st December in each year and shall render them to the Editors together with a settlement in cash within three (3) months of those dates respectively.

12. Should the Publishers at any time by themselves or anyone acting on their behalf fail to fulfil or comply with any of the clauses herein set forth or should they go into liquidation the Editors shall have the option of terminating this agreement forthwith and should the Editors decide to exercise this option all the Publishers' rights hereunder shall thereupon revert to the Editors. Further the Editors shall have the option of purchasing from the Publishers at cost price the remaining stock of the said work and the moulds and plates at an equitable valuation but should the Editors decline to purchase these plates and stock then the Publishers shall be free

Initialed.... *M. D. K. S.*

to sell same subject to the royalties hereinbefore mentioned.

13. The Editors empower the Publishers to pay to their agents Christy & Moore Limited of 52 Floral Street, Covent Garden, London, W.C.2. all monies that become due to them under this agreement and declares that the said agents' receipt shall be good and valid discharge. The Editors further empower the Publishers to treat with the said Christy & Moore Limited on all matters arising out of this agreement.

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FOR THE PUBLISHERS



*[Handwritten signature]*

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