

20/11/34 9-11

MEMORANDUM OF AGREEMENT made this 29th day

of OCTOBER 1934 between DR KARL POLANYI of 44a Ravenscroft Avenue, London, N W 11 and DONALD K KITCHIN of Swaylands, Penshurst Kent

(who and whose executors ^{jointly} administrators and assigns are where the context permits hereinafter included in the term "the Author") Editor of the one part and VICTOR GOLLANCZ LIMITED of 14, Henrietta Street, Covent Garden, London, W.C.2 (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 work by the Author provisionally entitled:—

CHRISTIANITY AND THE SOCIAL REVOLUTION

consisting of 160,000 words

1. The Publishers shall during the legal term of copyright have the exclusive right of publishing and producing the said work in volume form in the British Empire and elsewhere subject to the conditions following:

2. The Publishers shall, within three months of the last sheet being passed for press unless otherwise mutually agreed and unless prevented by circumstances over which they have no control, at their own risk and expense produce and publish the said work and the ~~Author~~ will before the deliver to the said Publishers in a state fit for the printer all the typescript indexes tables of contents and such other matter as may be required for the said work.

3. The ~~Author~~ ^{Editor} warrants to the Publishers that the said work is in no way a violation of any existing copyright and that it contains nothing libellous or objectionable and that all the statements purporting to be facts are truthful and accurate and will indemnify the Publishers against any loss injury or damage including any legal costs or expenses occasioned to or incurred by the Publishers in consequence of any breach of this warranty.

4. Accounts of the sales of the said work shall be made up to the 25th March and the 20th September in each year and shall be delivered or sent to the ~~Author~~ ^{Editor} within three months of such making up of account and the amount due to the ~~Author~~ ^{Editor} shall be payable within one month of such rendering of account the Publishers paying the ~~Author~~ ^{Editor} as follows:—

A. ON ALL EDITIONS IN THE ENGLISH LANGUAGE EXCEPT SUCH AS MAY BE SET UP AND PRINTED IN THE U.S.A.

1. On the original high-priced edition a royalty of 10% (ten per cent.) of the published price to 2,000 (two thousand), 15% (fifteen per cent) to 4,000 (four thousand) and 20% (twenty per cent) beyond. On any subsequent cheap edition (by which is meant an edition published at one half or less than one half of the published price of the original edition) a royalty of 10% (ten per cent) to 10,000 (ten thousand) and 12½% (twelve and a half per cent) beyond.

except that:—

(a) on copies sold to or for the Colonies at special Colonial rates a royalty shall be paid of **10% (ten per cent) of the proceeds**

(b) on " sheets " sold anywhere or on bound copies sold anywhere at " sheet sale prices " plus cost of binding **10 % (ten per cent.)** of the net proceeds shall be paid.

(c) **10 % (ten per cent.)** shall be paid of the sum received from the sale of any copies as a remainder, 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, if at all, within fourteen days of notice being given of the Publishers intention to remainder the said work: always provided that if copies of the said work are remaindered at a price not in excess of the cost of production no royalty shall be payable.

(d) no royalty shall be payable on copies given away in the interest of the said work or on copies lost or damaged.

2. On cheaper editions (by which is meant all editions published at one-half or less than one-half of the published price of the original edition).

~~A royalty of % (per cent.) of the published price of all copies sold except copies disposed of in the manner referred to in Clauses 1, b, c, d, above in which cases the royalties shall be as provided in those Clauses.~~ 4

~~A royalty of 10% (ten per cent.) of the published price of all copies sold at over 2/- (two shillings) up to and including 3/6 (three shillings and sixpence) and a royalty of 7½% (seven and one half per cent.) of the published price of all copies sold at 2/- (two shillings) and under: except that in the case of copies sold in the manner referred to in the Clauses 1, b, c, d, above the royalties shall be as provided in those Clauses.~~ 4

B. ON ALL EDITIONS SET UP AND PRINTED IN THE UNITED STATES OF AMERICA.

All royalties earned in America and received from the American Publishers shall be divided in the following proportions, viz., **75 % (seventy-five per cent.)** to the Author and **25 % (twenty-five per cent.)** to the Publishers.

~~On copies sold a royalty of which shall, however, not be payable to the Author unless and until the American publishers with whom the Publishers have assigned or may assign the American rights of~~ 4

this book shall have duly sent to the Publishers an account of the sales of the said work in America and shall have duly paid to the Publishers the royalties due in respect of such sales; and which shall be subject to the deduction of such percentage, being at present 5% (five per cent.), which the American law requires or may require to be deducted from royalty payments made to persons resident outside the United States of America; and which shall be subject to any normal modifications which the American publishers may introduce into their agreement with the Publishers such as a proviso for copies sold at special prices, for copies remaindered, etc.

5. The Publishers shall pay to the ~~Author~~ ^{Editor} on the first day of English publication in advance and on account of all royalties and percentages mentioned in this agreement the sum of £150 (one hundred and fifty pounds)

Notwithstanding anything in Clause 4b (and irrespective of whether or not the American publishers pay to the English publishers an advance on account of royalties) nothing further shall be payable to the ~~Author~~ unless and until the royalties earned jointly on the English and American editions plus the percentages (if any) mentioned in Clauses 10, 11, and 13, shall have exceeded the said £150 (one hundred and fifty pounds)

6. All details as to the time manner number and price of production publication and advertisement of each edition of the said work and the number and destination of free copies shall be left to the discretion of the Publishers who shall bear the expense of production, publication and advertisement except that the ~~Author~~ shall bear the expense of any ~~Author's~~ alterations and corrections in the proof sheets and revises over and above ten per cent. of the cost of composition and the Publishers shall be at liberty to deduct such extra cost from the monies payable to the ~~Author~~ hereunder.

7. The ~~Author~~ ^{Editor} shall receive on publication 6 (six) presentation copies of the said work and shall be entitled to purchase further copies of the said work for personal use but not for re-sale at two-thirds of the published price.

8. If the British Empire edition of the said work shall become out of print and the Publishers shall decline or neglect to print and publish a new edition of the said work within six months after receiving from the ~~Author~~ a request in writing to do so, then and in that event all rights of printing and publishing the said work in book form as granted by this agreement shall thereupon revert to the ~~Author~~.

9. If payment should not be made by the Publishers of monies due or statements delivered to the ~~Author~~ as agreed herein within three months after the date of a written demand from the ~~Author~~ or his representatives for such payment then this agreement shall be considered to be cancelled and all rights granted in this agreement shall revert to the ~~Author~~ forthwith and without further procedure.

10. The Publishers shall be the owners of the translation rights and shall pay the ~~Author~~ ^{Editor} 80% (eighty per cent.) of the proceeds.

11. The Publishers shall be the owners of the serial rights and shall pay to the ~~Author~~ ^{Editor} 80% (eighty per cent.) of the proceeds.

12. Dramatic, cinematograph and broadcasting rights shall belong to the Author.

13. In the event of a sale of a quantity of copies of not less than 2,000 (two thousand) to the Book Society or similar organisation at a discount of 50% (fifty per cent.) or more of the published price, a royalty shall be paid of 10% (ten per cent.) of the published price.

14. ~~The Author shall give to the Publishers the offer of his next~~ upon the following terms:

but if the Publishers shall decline the first of the said ~~the Author shall not then be obliged to offer to the Publisher any subsequent~~ 9

In addition to the advance of £150 (one hundred and fifty pounds) mentioned in clause 5 of this agreement, the Publishers shall pay to the Editor the sum of £10.10.0. (ten guineas) in respect of editorial expenses.

By the request of the Editor 75% (seventy-five per cent) of the royalties mentioned in the agreement as payable to him (and of the advance on account of royalties also mentioned as payable to him) shall instead of being paid to him, be distributed among the various contributors to the volume in proportion to the length of their contribution. The Editor guarantees that the contributors will be satisfied with such distribution and will make no other claims on the Publishers whatsoever.

WITNESS to the signature of

Stuart Clancy

AUTHOR

Signed on behalf of
VICTOR GOLLANCZ LTD.

WITNESS to the signature of

*John G. ...
Bank House
New ...*

by

[Signature]

Governing Director