

MEMORANDUM OF AGREEMENT made this 10th day of February 1902 on this and the following 2 folios of paper between Samuel Rutherford Crockett Esq., of Bank House, Penicuik, Midlothian, N.B. of the one part, and Messrs Hodder & Stoughton, of 27 Paternoster Row, London, E.C., of the other part. WHEREBY it is mutually agreed as follows:-

(1). That the said S. R. Crockett shall assign to the said Hodder & Stoughton the exclusive right of printing and publishing in book form in Great Britain its Colonies and Dependencies a new book as at present arranged to be entitled "GREY GALLOWAY" of which the said S. R. Crockett is the author and which shall be published in one volume at the nominal selling price of six shillings (6/-) and in consideration thereof the said Hodder & Stoughton shall pay to the said S. R. Crockett the following royalties:- a royalty of fifteen per cent (15%) of the said nominal selling price (6/-) on all copies of the said new book sold up to the number of two thousand (2000) copies; a royalty of twenty per cent (20%) of the said nominal selling price (6/-) on all copies of the said new book sold over and above the first two thousand (2000) copies and up to five thousand (5000) copies, and a royalty of twenty five per cent (25%) of the said nominal selling price (6/-) on all copies of the said new book sold over and above the first five thousand (5000) copies. It is further provided that the said Hodder & Stoughton shall at their option issue an edition de luxe of the said new book the nominal selling price of which shall hereafter be fixed at their discretion and on all copies which the said Hodder & Stoughton may sell of the said edition de luxe they shall pay to the said S. R. Crockett a royalty of fifteen per cent (15%) of the said nominal selling price.

(2). That the said Hodder & Stoughton shall commission Mr. Joseph Pennell, of 14 Buskingham Street, Strand, London, W.C., to do fifty drawings to illustrate the said new book and for the use of the said fifty drawings in all editions of the said new book they shall pay the said Joseph Pennell the sum of £300 (three hundred pounds) on the receipt by them of the original drawings.

(3). That the said Hodder & Stoughton shall pay to the said S. R. Crockett ~~ten per cent (10%) of the nett receipts from all~~ copies sold as remainders, all copies sold at below one quarter of the published price being considered to be sold as remainders.

(4). That the said Hodder & Stoughton shall publish the said new book on a date hereafter to be fixed by them in consultation with the said S. R. Crockett but which shall not unless otherwise mutually arranged be later than the thirtieth day of October 1903 and they shall on the day of which they

first publish the said new book pay to the said S. R. Crockett the sum of one hundred pounds (£100) in advance and on account of the above mentioned royalties.

(5). That the said S. R. Crockett shall deliver the 'copy' or manuscript of the said new book to the said Hodder & Stoughton in time to enable them to publish the said new book in accordance with the provisions of Clause 4 of this agreement and in the event of the said S. R. Crockett not delivering the 'copy' or manuscript of the said new book as provided above, and ~~should the said Hodder & Stoughton have paid the sum of three hundred pounds (£300) to the said Joseph Pennell as provided for in Clause 2 of this agreement then the said S. R. Crockett shall refund the said sum of three hundred pounds (£300) to the said Hodder & Stoughton and shall receive in exchange from them the rights which they have purchased in the said fifty drawings from the said Joseph Pennell.~~

(6). That all details as to the manner of production, publication and advertisement and the number and destination of free copies shall be left to the sole discretion of the said Hodder & Stoughton who shall bear all expenses of production, publication and advertisement.

(7). That the said S. R. Crockett guarantees to the said Hodder & Stoughton that the said new book is in no way whatever a violation of any copyright belonging to any other party and that it contains nothing of a libellous character and that he and his legal representatives shall and will hold harmless the said Hodder & Stoughton from all suits and all manner of claims and proceedings which may be taken on the ground that the said new book is such violation or contains anything libellous.

(8). That the American rights, the rights of translation together with the right to publish the said new book in English on the Continent of Europe are reserved by the said S. R. Crockett.

(9). That the said S. R. Crockett shall be entitled to receive on publication six presentation copies of the first edition of the said new book and three copies of every subsequent edition and shall be entitled to purchase further copies for personal use at half the published price nett but such copies shall not be subject to the payment of any royalty to the said S. R. Crockett.

(10). That the copyright of the said new book is to remain the property of the said S. R. Crockett and that at the expiration of five years from the day on which the said new book is

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first issued or at the expiration of any subsequent period of five years thereafter this agreement may be terminated by either party on giving three months notice of intention so to do. Provided that if it shall be terminated by the said S. R. Crockett before royalties amounting to the sum of £100.0.0 (one hundred pounds) shall have become payable under this agreement he shall refund to the said Hodder & Stoughton the difference between the amount of the royalties which shall have become payable and the sum of £100.0.0 (one hundred pounds) which will have been paid to him by the said Hodder & Stoughton in advance and on account of such royalties. Further, that in the event of this agreement being terminated by the said S. R. Crockett he shall purchase the plates and stock in hand at the cost of manufacture - such plates and stock to be in good order - and if there is any wear or damage at such less price than the cost of manufacture as is fair having regard to the wear or damage. But if this agreement be terminated by the said Hodder & Stoughton no liability whatever shall attach to the said S. R. Crockett but he shall have the option of purchasing the stock on the before mentioned terms should he think it to be in his interest to do so, but should the said S. R. Crockett not purchase such stock the said Hodder & Stoughton shall be at liberty to sell it accounting for the royalties thereon as provided above.

(11). That an exact account of the sales of the said new book is to be made up annually to the first day of February delivered as soon as possible thereafter and any amounts due settled by cash on or before the first day of April following.

The said S. R. Crockett hereby authorizes and empowers his Agents Messrs A. P. Watt & Son, of Hastings House, Norfolk Street, Strand, London, W.C., to collect and receive all sums of money payable to the said S. R. Crockett under the terms of this agreement and declares that Messrs A. P. Watt & Son's receipt shall be a good and valid discharge to all persons paying such monies to them. The said S. R. Crockett also hereby authorizes and empowers the said Hodder & Stoughton to treat with Messrs A. P. Watt & Son on his behalf in all matters concerning this agreement in any way whatsoever.

Witness to the
signature of

S. R. Crockett