



MEMORANDUM OF AGREEMENT made this third day of May 1938
 BETWEEN Mrs. Daisy Bates, c/o Curtis Brown Limited of 6, Henrietta
 Street, Covent Garden, London, W.C. 2 (hereinafter called the
 Author) of the one part and Mr. John Murray, of 50, Albemarle
 Street, London, W. 1 (hereinafter called the Publisher) of the
 other part WHEREBY it is mutually agreed as follows concerning
 the exclusive publication in volume form in the English language
 throughout the World except the United States of America of the
 work written by the Author and provisionally entitled:-

"MY NATIVES AND I" *{ Published under title*
 ----- *{ Part of the Aborigines }*

1. The Publisher agrees to publish the said work within six months of the date of this agreement at a published price of about 10/6 net in the first instance unless otherwise mutually agreed.
2. The Publishers agrees to pay to the Author as follows :-
 - (a) A royalty of 10% (Ten per cent) of the published price of all copies sold, except as otherwise specified, of the original edition up to 1,500 (One Thousand Five Hundred); 12½% (Twelve and one-half per cent) on all copies so sold from 1500 (One Thousand Five Hundred) and up to 3,000 (Three Thousand); 15% (Fifteen percent) on all copies so sold from 3,000 (Three Thousand) and up to 6,000 (Six Thousand); 17½% (Seventeen and one-half per cent) on all copies so sold from 6,000 (Six Thousand) and up to 10,000 (Ten Thousand) and 20% (Twenty per cent) on all copies so sold beyond 10,000 (Ten Thousand).
 - (b) A royalty of 10% (Ten per cent) of the price received on all copies sold to the Colonies or for export Overseas.
 - (c) 10% (Ten per cent) of the sum received from the sale of any copies of the said work as a remainder, but no royalty shall be payable on copies sold as a remainder at less than cost price, or in the event of the book making a loss.
 - (d) A sum of £50 (Fifty pounds) -- which has already been paid -- in advance and on account of the afore-mentioned royalties.
3. The Publisher shall present to the Author twelve free copies of the said work and the Author shall be at liberty to purchase further copies at two-thirds of the published price.
4. The Publisher shall make up accounts to December 31st and render them and pay any money due on the following March 31st & while the work is selling actively the Publisher shall make an approximate settlement to June 30th in the following September.
5. The Author hereby warrants to the Publisher that the said work is in no way whatever a violation of any existing copyright and that it contains nothing obscene indecent or (with the knowledge of the Author) libellous and will indemnify the Publisher against any loss, injury or damage, including any legal costs or expenses properly incurred, occasioned to or incurred by the Publisher in consequence of any breach (unknown to the Publisher)

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of this warranty. And it is hereby further agreed that in the following cases any loss injury or damage (including any legal costs or expenses as aforesaid) occasioned to or incurred by the Author or the Publisher or both shall be contributed to and borne and paid by the Author and the Publisher in equal shares, namely:-

- (a) Where any matter contained in the said work shall be held to constitute a libel upon a person to whom it shall appear the Author did not intend to refer.
- (b) Where an unsuccessful action is brought in respect of an alleged libel contained in the said work, and
- (c) Where any proceedings are threatened, instituted or prosecuted for any alleged libel contained in the said work and the claim is settled before judgment with the consent of the Author and the Publisher.

6. The Author is strongly recommended to keep a second copy or a rough draft of her manuscript. The Publisher is prepared to pay for a new copy of any manuscript which may be lost or damaged while in his printers' hands but does not accept responsibility for such loss or destruction. As the value of an unpublished manuscript is difficult to estimate insurance cannot be effected except by special arrangement. In all cases the utmost care is taken of the manuscript by the Publisher.

7. The Author shall be free to arrange for the publication of the work in any Continental edition in the English language but such publication shall not occur earlier than six months after first publication in England by the Publisher.

8. The Author shall have the right two years after first publication or at any time after the sales in the previous six months have fallen to under fifty copies, but not sooner than eighteen months after first publication, to issue a cheaper edition but the first offer of such cheaper edition rights shall be made to the Publisher. Should the Publisher decline such cheaper edition all rights in the said work under this agreement shall revert unconditionally to the Author without prejudice to monies due to her from the Publisher. The stock and plates at such time shall remain the property of the Publisher who shall give the Author an opportunity to take them over at a fair valuation not to exceed cost. If the Author does not purchase the said stock and plates within three months thereafter the Publisher may sell the stock as a remainder and pay the royalty hereinbefore provided and dispose of the plates as old metal to his own advantage.

9. The Publisher shall bear the entire cost of printing and publication in the World except the United States of America except only in the event of the cost for corrections in proofs exceeding 15% (Fifteen per cent) of the cost of composition when such excess is borne by the Author. The Author shall hand over the manuscript and Index to the Publisher in a fit state to be set up by the Printer.

10. The Author agrees that the Publisher may give permission for the printing of the said work in Braille type if application be made to him by any recognised Institution or Society for the Blind.

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11. The Author reserves to herself all serial, dramatic, cinema translation and other rights not specifically mentioned in this agreement, but the Publisher shall control the Anthology rights and shall pay to the Author 75% (Seventy-five per cent) of all monies received from the sale of such rights.

12. If payment should not be made by the Publisher 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 her representatives, for such payment or such delivery then this agreement shall be considered as cancelled and all rights in the said work granted herein shall revert to the Author without prejudice to royalties and other monies due to her from the Publisher.

13. The Publisher shall be at liberty to change the title of the said work and to make such minor alterations in the letterpress as he may deem necessary in the interests of his own editions of the work.

14. All monies due under this agreement shall be paid to the Author's representatives, Curtis Brown Limited, of 6, Henrietta Street, Covent Garden, London, W.C.2. whose receipt shall be a discharge of the monies received and the said Curtis Brown Ltd. is hereby empowered by the Author to conduct negotiations with the Publisher in respect of all matters arising in any way out of this agreement.