

Datus C. Proper
1085 Hamilton Road
Belgrade, MT 59714
(406) 388-3345

Jan. 5, 1991

Mr. Gary Luke
Simon & Schuster
1230 Avenue of the Americas
New York, NY 10020

Dear Gary:

(1) Sales of What the Trout Said -- darned if I know. Nick Lyons is now selling the second edition but Knopf is sending me reports about a year late, and as inscrutable as those from S & S. Safe to say that sales have been unsensational but continuing since 1982. Believe Nick is now considering another printing.

(2) Reviews/comments were sent to you FedEx, with the Manuscript. (Reviews on Pheasants were updated.)

(3) As I mentioned to you on the phone, I don't know of any other recent "travel" books on Portugal, but maybe I should. Perhaps you can turn something up in the NY Library. There are guides, of course; and old British books; and probably books that toss Portugal in as a postscript to Spain, like the S & S cookbook. (My sources were academic, Portuguese-language, or others identified in the footnotes).

(4) Bio sketch enclosed. It's based on the one I sent to Doug Schulkind for Pheasants. Some other stuff I did for Doug is also enclosed.

(5) Advance quotes: List enclosed, reluctantly. I'd hate to take up their time -- and I don't know if any but MFK Fisher would be recognized by most prospective buyers of the book.

Starting January 8, I'll be in Arizona for two weeks.

Yours,

Portugal -- Advance quotes

I would be embarrassed to ask anyone to provide advance quotes, and would not enjoy doing it myself. If it must be, however, consider the following.

Mr. Steve Bodio
Box 709
Magdalena, NM 87825

Mr. Tom McIntyre
10221 Downey Avenue
Downey, CA 90241

Mr Gary LaFontaine
Greycliff Publishing Company
Box 166
Deerlodge, MT 59772

Mr. Nick Lyons
342 West 84th St.
New York, NY 10024

M.F.K. Fisher (Don't have address)

Datus C. Proper
Biographical Sketch

Born April 18, 1934, in Des Moines, Iowa

Occupation: writer

Previous occupations:

Foreign Service Officer
National Park Ranger (temporary)
Summer jobs including truck mechanic and fire-fighter

Education:

M.S. in International Affairs, George Washington Univ.
Post-graduate year, Univ. of New Mexico, Albuquerque
B.S. Cornell University (English major). Attended four
years on National Scholarship.
High school: Phillips Exeter Academy, Exeter, N.H.

Interests & hobbies:

Interested in almost everything outdoors.
Have written on fly fishing, bird hunting, cooking, dogs,
foreign affairs.

Lived in these U.S. cities and states:

Rural Gallatin County, Montana, 1987 - present
Washington, D.C. & suburbs 1956-87, between foreign tours
Albuquerque, N.M. 1967/8
Philadelphia, 1956
Yellowstone Park 1946-56, when not in school elsewhere
Ithaca, NY in college
Exeter, NH in high school
Minnesota during summers as a child
Omaha about 1943-46
Des Moines before that

Lived or traveled in these foreign countries:

Portugal 1978-82
Ireland 1971-75
Brazil 1961-65
Angola 1957-59
Britain for several weeks
Argentina for several weeks
Other European, Latin American, and African
countries for briefer periods

Books:

What The Trout Said, Knopf, 1982;
new edition by Nick Lyons Books, 1989

Pheasants of the Mind, Prentice Hall, 1990

Contributed to following magazines and periodicals:

Field & Stream (current contributor), Outdoor Life,
Trout, Shooting Sportsman, Fly Fisherman, Fly Tyer,
Fly Fishing Heritage, a few others

Gary -- Here's an abridged version of something I did for Doug Schulkind, who probably wished he hadn't asked.)

Author's Questionnaire

Title of book: Pheasants Of The Mind

Author: Datus C. Proper

Editor: Doug Schulkind

Date: April , 1990

Agent: Knox Burger, 39 1/2 Washington Square South, NY 10012

212-533-2360

Author's address: 1085 Hamilton Road, Belgrade, MT 59714.

406-388-3345

Social Security: 516-36-1726

A few paragraphs on how I came to write this book

I have been living the book since about 1945, though of course I did not know it then. Seldom have so few words been preceded by so much research. This is apology, not bragging. The same passion devoted to something profitable might have made me richer than Malcolm Forbes.

I have written for my living since leaving college (where I was an English major). In the Foreign Service, I wrote speeches for other people, a few for myself, the occasional article for publication, and a great deal of political analysis. (It's a form of journalism.) On the side, for fun, I started writing about fly-fishing. Maybe it wasn't for fun. Writers have to write, and fly-fishing is a literary subject. I assumed that the abundant

writing on it, over centuries, responded to a demand. In fact the number of books on fly-fishing is equal to the number of fly-fishermen. My wife caught on before I did. She recommended that I switch to writing nurse-novels, which have the advantage of being read by people who do not practice the sports described therein.

Pheasants saved me from nurse-novels.

Biographical Sketch

I was born in Iowa, raised uprightly in Montana, and bent by schools in Exeter, New Hampshire; Ithaca, New York; Albuquerque, New Mexico; and Washington, D.C.

As a Foreign Service Officer, I served in Angola, Brazil, Ireland, Portugal, Washington D.C., and other odd places. Invariably preferred outdoor sports to the alternatives, such as working. Was always kicked out within four years.

My family and I live today on the banks of a spring creek in Montana's Gallatin valley, surrounded by one pointer puppy, several pheasants, numerous wildfowl, and throngs of terrified trout.

Simon & Schuster, Inc.

Simon & Schuster Building
1230 Avenue of the Americas
New York, NY 10020

212 698-7000

Gulf + Western Building
One Gulf + Western Plaza
New York, New York 10023
(212) 373-8500

Publishing Agreement

SIMON & SCHUSTER, Inc.

(hereinafter called the "Publisher")

and

Datus C. Proper

(hereinafter called the "Author") whose agent is Knox Burger
Associates, Ltd., 39½ Washington Square South, New York, New York 10012
Attention: Knox Burger
Agent's Tax I.D. #: 13-2655624
agree:

FIRST: The Author

A. shall deliver to the Publisher two copies of the literary work ^{/approximately 224 finished} ~~new~~ entitled ^{book pages in length tentatively}
UNTITLED ON PORTUGAL

(hereinafter called the "Literary Work") in Final Form on or before June 1, 1991.

B. makes the warranties and representations set forth in Part Two (36-45) of the Basic Agreement, except as otherwise specifically stated in *THIRD* (C) of this Publishing Agreement;

C. grants and assigns to the Publisher:

(i) the trade edition rights;

(ii) all other primary rights; and

(iii) the shares, provided in *THIRD* (A) of this Publishing Agreement, of the proceeds received on disposition of the secondary rights; and

~~D. agrees not to offer any other full length work for publication prior to delivery of the Literary Work in Final Form and that the Publisher shall have the first opportunity to consider the Author's next (i.e., written after the Literary Work) full-length work for publication on mutually satisfactory terms. If, within 60 days following submission of the final manuscript of such work to the Publisher, or within 60 days after the publication of the Literary Work, whichever shall be later, Publisher and Author are unable in good faith to agree upon terms for publication, the Author shall be free thereafter to submit the manuscript of such next work to other publishers, provided, however, that the Publisher shall retain the first option of publishing the work on terms no less favorable to the Author than those offered by any other publisher.~~

SECOND: The Publisher

A. shall publish same in book form on acceptance by it of the Literary Work within 18 months of such acceptance.

- B shall copyright the Literary Work in the United States in the name of the Author;
Datus C. Proper
- C shall pay the Author an advance of Forty Thousand Dollars (\$40,000.00)
payable as follows:
- Twenty Thousand Dollars (\$20,000.00) on signing hereof; and
Twenty Thousand Dollars (\$20,000.00) on delivery and acceptance
by Publisher of the complete and satisfactory manuscript.

- /hardcover
- (i) royalties at the following rates, for sales of the trade/edition (less returns):
- 10% of the suggested catalog price on the first 5,000 copies sold;
12½% of the suggested catalog price on the next 5,000 copies sold; and
15% of the suggested catalog price on all such copies sold thereafter.
- (ii) 50% of the net proceeds received on disposition of the other primary rights,
except as otherwise provided herein;
- (iii) in accordance with the special provisions in Part Five of the Basic Agreement,
for sales by mail order, at special discount, as unbound sheets for export from
reduced printings, to book clubs, or as excess stock, or for any quality paper-
back or textbook editions of the Literary Work published by the Publisher itself
under one of its own imprints;

THIRD: The Publisher and the Author

A. agree to share the net proceeds received on disposition of the following secondary
rights as follows and that Publisher is authorized exclusively on behalf of the Author to
dispose of such secondary rights as are preceded by an asterisk:

* Dramatic Rights	90% to Author	10% to Publisher
* Motion Picture Rights	90% to Author	10% to Publisher
* Allied Motion Picture Rights	90% to Author	10% to Publisher
* Educational Picture Rights	90% to Author	10% to Publisher
* Radio Rights	90% to Author	10% to Publisher
* Television Rights	90% to Author	10% to Publisher
First Periodical Rights #	100% to Author	0% to Publisher
* Commercial Rights	90% to Author	10% to Publisher
* Foreign Language Rights	75% to Author	25% to Publisher
* British Commonwealth Rights	75% to Author	25% to Publisher

See Rider Paragraph 2.

B. agree to be bound by all of the terms and conditions of the Basic Agreement which
follows and which is made an integral part of this Publishing Agreement; and

C. agree to the following special provisions, which shall prevail over any conflicting provisions in the Basic Agreement:

1. The suggested cover price used by the Publisher to permit retailers to pass through the Publisher's freight charges for shipments of the Literary Work to retailers shall not be used in computing royalties payable to the Author. The suggested catalog price shall be the basis of such computation, where applicable.

2. The Literary Work shall be published under one of the imprints of Publisher's Prentice Hall Trade Division, a Division of Simon & Schuster, Inc.

~~3. Publisher may publish a quality paperback edition of the Literary Work prior to or simultaneous with any hardcover edition. Publisher may in its sole discretion refrain from publication of a hardcover edition. The Publisher shall pay the Author royalties on the quality paperback edition at the rates set forth in Paragraph 70 of the Basic Agreement.~~

4. The Publisher shall have the exclusive right, but not the obligation, to publish the Literary Work as a part of its series of travel books, and to advertise the Literary Work as "A Destinations Book", including, without limitation, displaying an appropriate phrase in connection therewith on the cover of the Literary Work. See Rider Paragraphs 7 and 8.

Please See Rider Attached Hereto And Made Part Hereof.

SIMON & SCHUSTER, Inc.

Datus C. Proper (L.S.) By [Signature]
AUTHOR AUTHORIZED SIGNATURE

Datus C. Proper

Soc. Sec. #: 516-36-1726

Citizenship: U.S.

Dated June 6, 1990

Rider to the Publishing Agreement dated June 6, 1990
between Simon & Schuster Inc., Publisher, and
Datus C. Proper, Author,
for the publication of the Literary Work tentativelt entitled
UNTITLED ON PORTUGAL

1. Author shall be insured under the Publisher's liability policy which covers claims for libel and other forms of defamation, invasion of privacy or publicity and infringement of copyright or trademark arising from publication of the Literary Work, to the extent such policy is valid and collectible. In connection with such coverage and notwithstanding the provisions of Part Nine of the Basic Agreement, with respect to all judgments, settlements and costs of defense, including attorneys' fees and other costs of claims covered by the policy, the Publisher and the Author shall share equally the first \$100,000 of all such costs; thereafter, the Author's liability shall be limited to 10% of all such costs up to the limits of the policy. Publisher shall retain counsel to represent Publisher and Author in any proceeding brought with respect to all such claims and shall control the defense of such claims, and Author shall cooperate fully with Publisher and said counsel in such defense. Notwithstanding the foregoing, Author shall be solely responsible for the cost of counsel separately retained by the Author for any reason and for judgments, settlements and costs of defense, including all attorneys' fees, attributable to a willful or reckless breach of the Agreement by Author.

2. Any agreements made by Author or his agent to dispose of first periodical rights to the Literary Work shall require the licensee of such rights to include an acknowledgment accompanying the published excerpt stating that the excerpt is from an upcoming work to be published by Publisher and setting forth the title of the Work, Author and Publisher by name.

3. All sums of money due the Author under this Agreement shall be paid to the Author's agent, Knox Burger Associates, Ltd., 39-1/2 Washington Square South, New York, New York 10012, and receipt pf said agent shall be a good and valid discharge of all such indebtedness; and said agent is hereby empowered by the Author to act in all matters arising from and pertaining to this Agreement.

4. Notwithstanding anything to the contrary in Paragraph 87 of the Basic Agreement the Author shall not be liable under the foregoing indemnity agreement for the payment of any costs incurred by Publisher for the purpose of avoiding or settling any suit, proceeding, claim or demand unless the Author shall have consented thereto or the Author shall have failed, within a reasonable period after mailing by Publisher the Publisher's request for his consent, to post with the Publisher security in form and amount sufficient to indemnify the Publisher against all risks of loss, liability, damage, cost or expense which may be incurred by reason of the prosecution to final judgment of such suit, proceeding, claim or demand; and provided further if the Author shall have consented to such payment by Publisher but shall have duly secured the Publisher against risks as aforesaid, the Publisher shall not settle any claim or demand, suit or proceeding based upon an alleged infringement of copyright. The Author shall have the right to obtain his own counsel at his own expense to protect his own interest.

5. Except as otherwise provided in the Publishing Agreement, when the Publisher has disposed of any primary rights and/or secondary rights to the Literary Work, any proportionate share of the proceeds which may (in accordance with SECOND C (ii) and/or THIRD: A of the Publishing Agreement) be due to the Author, less any unearned advances and after the Publisher's allowances for reserve for returns, shall be paid at the time the next succeeding royalty statement is rendered; provided, however that with respect to any advances actually received by Publisher in connection with the disposition of such rights, if the Author makes a written request for immediate payment after such a disposition, the Publisher shall pay the Author's share of such advance received by Publisher (after such deductions) within 30 days after receiving such written request.

6. In the event of termination of this Agreement because the complete manuscript or revised complete manuscript is unacceptable, notwithstanding anything in this Agreement to the contrary, including the provisions of Part Six of the Basic Agreement, for a period of two years following written notice by the Publisher that the manuscript is unacceptable, the Author or his duly authorized representative shall make every effort to sell the Work elsewhere, and the Author shall be obligated to repay advances hereunder; but such obligation shall be limited to repayment from the first (and all) proceeds of any contracts with others concerning the Literary Work or any rights thereto, including, without limitation, rights listed in Part One of the Basic Agreement. Author hereby transfers and assigns to Publisher, as security for the repayment of any advances which may become repayable pursuant to this paragraph, any and all monies which may hereafter become due or owing to Author from other persons or entities as a result of any of Author's rights with respect to the Literary Work, and Author hereby authorizes Publisher to apply such monies as and when received in liquidation of Author's obligation to repay such advances, until such obligation shall have been fully paid. Author hereby authorizes such other person or entity to give full force and effect to this assignment, and hereby releases and discharges such other person or entity from any and all liability to Author for any and all payment or payments made to Publisher pursuant to this paragraph. Notwithstanding anything to the contrary contained herein, at the end of such two year period the ~~Author~~ shall become directly liable for repayment of any portion of such advance not heretofore repaid by him or repaid by such third party publisher.

Notwithstanding the foregoing, if, at the end of such two year period, the Author becomes directly liable for repayment in accordance with the terms of the foregoing, the Author may deduct from such repayment any documented costs and expenses incurred in connection with writing the Literary Work. The Author shall present the Publisher, together with a check for the remaining balance of the unrepaid advance, satisfactory receipts properly documenting such expenses.

7. (a) It is acknowledged that the Publisher shall provide an introduction to the Literary Work written by Jan Morris; and that Jan Morris shall oversee the editorial process of the Literary Work.

(b) It is acknowledged that Jan Morris shall be identified as a "General Editor" or "Series Editor" on the title page and jacket of the Literary Work and in connection with the publication, advertising, promotion and licensing of the Literary Work.

8. Author acknowledges that Publisher owns all rights, title and interest to the name "A Destinations Book" in any form that it may appear in or on the Literary Work, any similar or related title of the Literary Work, or subsequent editions of the Literary Work, and upon termination of the Agreement hereunder, all rights in the title of the Literary Work as it is specific to the DESTINATIONS series shall remain with the Publisher.

Simon & Schuster

Simon & Schuster Building
1230 Avenue of the Americas
New York, NY 10020

Basic Agreement

Relating to the Publishing Agreement dated June 6, 1990 between Simon & Schuster Inc., Publisher, and Datus C. Proper, Author, for the publication of the Literary Work tentatively entitled UNTITLED ON PORTUGAL.

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PART ONE

Definition of Terms

As used in this Basic Agreement and in the Publishing Agreement:

Primary Rights.

1. "Primary Rights" shall mean all of the rights defined in Part One (2) through (13) inclusive. The territory within which such rights are exercisable is set forth in Part Three (46). "Secondary Rights" as and to the extent expressly defined in Part One (15) through (23) inclusive are excepted from implied comprehension within the definitions of Primary Rights.

Trade Edition Rights, Trade Editions.

2. "Trade Edition Rights" shall mean the exclusive right to publish, or authorize others to publish, trade editions of the Literary Work referred to in the Publishing Agreement. "Trade Editions" shall mean the first edition of the Literary Work in book form, and all other editions in book form except those referred to in the next paragraphs.

Book Club Rights.

3. "Book Club Rights" shall mean the exclusive right to authorize book clubs to print and sell the Literary Work in book form.

Mass Market Paperback Reprint Rights.

4. "Mass Market Paperback Reprint Rights" shall mean the exclusive right, after the publication of the first trade edition, to authorize others (not including book clubs) to publish, other editions of the Literary Work in formats designed primarily for mass market distribution through such channels as chain store outlets and news and magazine wholesalers.

Quality Paperback Edition Rights.

5. "Quality Paperback Edition Rights" shall mean the exclusive right to publish, or authorize others to publish, other editions of the Literary Work at less than the catalog ~~price~~ price of the most recent trade edition, but at more than the catalog ~~price~~ price of any mass market paperback reprint edition which has been authorized.

Textbook Rights.

6. "Textbook Rights" shall mean the exclusive right to publish, or to authorize others to publish, the Literary Work in textbook form, for distribution to or use in educational or other similar institutions.

Book Selection Rights.

7. "Book Selection Rights" shall mean the exclusive right, after publication of the first trade edition, to include, or to authorize others to include, in anthologies and other works in book form, including, ~~without limitation, in dramatic form,~~ selections from, parts of, and/or photographs, charts, maps, drawings, index, illustrations and other illustrative or decorative material from the Literary Work, to the extent that the Publisher deems appropriate, provided that no such selection to be included in any one book shall exceed approximately 10,000 words from or 10% of the length of a work of prose (whichever is shorter), one short story from a collection of stories, three complete poems from a collection of poems, or one act from a play.

**Abridgment
or
Condensation
Rights.**

8. "Abridgment or Condensation Rights" shall mean the exclusive right, after the publication of the first trade edition, to publish, or to authorize others to publish, either as part of a book (as distinguished from a periodical), or as a separate book publication, an abbreviated version of the Literary Work, not exceeding two-thirds of the original version in length, all of which must be (i) in the original text, if it is an abridgment, or (ii) approved in writing by the Author, if it is a condensation.

**Periodical
Selection
Rights.**

9. "Periodical Selection Rights" shall mean the exclusive right, subject to any limitations required under any prior disposition of first periodical rights, to authorize others to publish in magazines or newspapers selections from, parts of, and/or photographs, charts, maps, drawings, index, illustrations and other illustrative or decorative material from the Literary Work, for the purpose of aiding or exploiting the sale of the Literary Work, provided that no such selection to be included in any one magazine or newspaper shall exceed approximately 2,000 words from a work of prose, one short story from a collection of stories, two complete poems from a collection of poems or one scene from a play.

**Second
Periodical
Rights.**

10. "Second Periodical Rights" shall mean the exclusive right, after the publication of the first trade edition, to publish, or to authorize others to publish, the Literary Work in magazines or newspapers – either in full as a serial, or in an abbreviated version (abridged or condensed) which shall exceed approximately 30,000 words or one-half of the length of the Literary Work (whichever is less), or as a selection which shall exceed approximately 2,000 words from a work of prose, one short story from a collection of stories, two complete poems from a collection of poems, or one scene from a play.

**Electronic
Rights**

11. "Electronic Rights" means the sole and exclusive right to use or adapt, and to authorize others to use or adapt, the Literary Work or any portion thereof, as a basis for photographic, video, audio, digital or any other form or method of copying, recording or transmission, now known or hereafter devised including, without limitation, copying or recording by phonographic, photographic, magnetic, laser, electronic or any other means and whether on phonographic records, film, microfilm, microfiche, slides, filmstrips, transparencies, magnetic tape, video cassettes, video discs, floppy disks or any other human or machine-readable medium, and the broadcast or transmission thereof, but excluding all uses encompassed in the definitions of Motion Picture Rights, Educational Picture Rights and Television Rights.

**Digest
Rights.**

12. "Digest Rights" shall mean the exclusive right, either simultaneously or after the publication of the first trade edition, to publish, or to authorize others to publish, in any magazine – whether devoted exclusively to abbreviated versions, or consisting primarily of other material – an abbreviated version (abridged or condensed) of the Literary Work, which version shall be complete in one issue and shall not exceed approximately 30,000 words or one-half of the length of the Literary Work, whichever is less.

**Other
Publishing
Rights.**

13. "Other Publishing Rights" shall mean all publishing rights not specifically enumerated herein, whether now in existence or hereafter coming into existence.

**Secondary
Rights.**

14. "Secondary Rights" shall mean all the rights defined in Part One (15) through (23) inclusive. The territory within which such rights are exercisable is set forth in Part Three (47).

**Dramatic
Rights.**

15. "Dramatic Rights" shall mean the exclusive right to use, or to authorize others to use, the Literary Work, title, plot, episodes, events, scenes and characters depicted therein, in whole or in part, for (i) writing a dramatic version thereof, or a drama in any way based thereon and (ii) producing or performing either of the above on the stage.

- Author's Unshared Secondary Rights.** 24. "Author's Unshared Secondary Rights" shall mean all secondary rights as to which, under Part *THIRD* (A) of the Publishing Agreement, the Author is to retain all the proceeds from disposition.
- Shared Secondary Rights.** 25. "Shared Secondary Rights" shall mean all secondary rights as to which, under Part *THIRD* (A) of the Publishing Agreement, the Author and the Publisher are to share the proceeds from disposition.
- Sale or Disposition of Rights.** 26. A "Sale," "Disposition" or "Grant" of rights shall include an assignment, transfer, bargain or license of the rights referred to or of any interest or option relating to such rights.
- Proceeds on Disposition of Primary Rights.** 27. "Proceeds on Disposition of the Primary Rights" shall mean the gross amount received on the sale or disposition of such primary rights, ~~less any costs and expenses incurred by the Publisher in connection with or by reason of such sale or disposition.~~
- Proceeds on Disposition of Secondary Rights.** 28. "Proceeds on Disposition of the Secondary Rights" shall mean the gross amount received from the sale or disposition of such secondary rights, less any commissions which may be paid for services rendered in connection with such disposition, either to the Author's agent designated in the Publishing Agreement or to any agent authorized by the Publisher to dispose of such secondary rights. ~~Moreover, if either (i) any other persons shall have rendered services which contributed to the value of any of the secondary rights and shall have become entitled to receive a share of the proceeds of disposition thereof (e.g., a dramatizer, a theatrical producer or a translator of the Literary Work), or (ii) upon a sale of the motion picture rights a portion of the proceeds shall be payable to the Dramatists Guild of the Authors League of America, Inc., then the amounts paid to such other persons shall also be deducted from the gross amount received from the sale or disposition of such secondary rights in order to determine the amount to be shared between the Author and the Publisher.~~
- Final Form.** 29. "Final Form" shall mean a complete, legible, typewritten manuscript of the Literary Work (including photographs, charts, maps, drawings or index, if any of these are required), acceptable to the Publisher in content and form and ready for the printer.
- Agreed Publication Date.** 30. "Agreed Publication Date" shall mean the date on which the Publisher has agreed in the Publishing Agreement to publish the Literary Work.
- Actual Publication Date.** 31. "Actual Publication Date" shall mean the date on which the Publisher first offers the first trade edition of the Literary Work for sale to the public.
- Base Royalty Rate.** 32. "Base Royalty Rate" shall mean the royalty rates provided in Part *SECOND* (C) (i) of the Publishing Agreement.

- Motion Picture Rights.**
16. "Motion Picture Rights" shall mean the exclusive right to use, or to authorize others to use, the Literary Work, title, plot, episodes, events, scenes and characters depicted therein, in whole or in part, for the purpose of making motion pictures primarily for exhibition in regular commercial channels, and the right to grant the allied motion picture rights.
- Allied Motion Picture Rights.**
17. "Allied Motion Picture Rights" shall mean (i) the exclusive right to condense, or to authorize others to condense, the Literary Work, or the commercial motion picture treatment thereof, into not more than 7,500 words, for the purpose of promoting motion pictures based on the Literary Work, and (ii) such limited radio or television rights as are customarily granted for the purpose of using those mediums to promote motion pictures based on the Literary Work. The Publisher agrees to execute and deliver all appropriate quitclaims upon the request of the Author.
- Educational Picture Rights.**
18. "Educational Picture Rights" shall mean the exclusive right to use, or to authorize others to use, the Literary Work, in whole or in part, in making motion pictures primarily for exhibition for educational purposes.
- Radio Rights.**
19. "Radio Rights" shall mean the exclusive right to use, or to authorize others to use, the Literary Work, title, plot, episodes, events, scenes and characters depicted therein, in whole or in part, for AM, FM or other broadcasting.
- Television Rights.**
20. "Television Rights" shall mean the exclusive right to use, or to authorize others to use, the Literary Work, title, plot, episodes, events, scenes and characters depicted therein, in whole or in part, for broadcast performances on television other than closed circuit television for private viewing by limited audiences. for sales/promotion purposes.
- First Periodical Rights.**
21. "First Periodical Rights" shall mean the exclusive right, before the publication of the first trade edition, to publish, or to authorize others to publish, the Literary Work in magazines or newspapers - either in full as a serial, or in an abbreviated version (abridged or condensed) which shall exceed approximately 30,000 words or one-half of the length of the Literary Work (whichever is less), or as a selection which shall exceed approximately 2,000 words from a work of prose, one short story from a collection of stories, two complete poems from a collection of poems, or one scene from a play.
- Commercial Rights.**
- /with Author's prior reasonable approval
22. "Commercial Rights" shall mean the exclusive right to use, or to authorize others to use, in whole or in part, the Literary Work, the title of the Literary Work, and the names and characterizations of characters created in the Literary Work, as a basis for (i) trademarks or trade names for other products, or (ii) toys or games.
- Foreign Language Rights.**
23. "Foreign Language Rights" shall mean the exclusive several rights to authorize others to translate the Literary Work in whole or in part, and to adapt same for translation into one or more foreign languages, and to publish and sell, or to authorize others to publish and sell, such translations in any part of the world.
- British Commonwealth Rights.**
- 23(a). "British Commonwealth Rights" shall mean the exclusive several rights to publish and sell and to authorize others to publish and sell the Literary Work in the English language in the British Commonwealth as constituted at the date of this agreement exclusive of Canada, Australia and Israel.
- 23(b). Whichever party controls Foreign Language or British Commonwealth rights to the Work shall control all publishing rights thereto. Non-publishing secondary rights shall in all instances be controlled by the party who is otherwise authorized to dispose of such rights pursuant to this agreement.

*Mail Order
Sales.*

33. "Mail Order Sales" shall mean copies of the Literary Work sold directly to the consumer through (i) the medium of mail order coupon advertising, or (ii) direct-by-mail circularization.

*Special
Discount
Sales.*

34. "Special Discount Sales" shall mean any sales at a discount of more than 50% from the suggested retail price. Sales to book clubs shall not be included under special discount sales.

Agreement.

35. "Agreement" (or "this agreement") shall mean the Publishing Agreement and this Basic Agreement.

PART TWO

Author's Warranties

Except as otherwise specifically stated in Part *THIRD* (C) of the Publishing Agreement, the Author warrants and represents that:

*Sole Author
and
Proprietor.*

36. He is the sole Author and proprietor of the Literary Work.

*Authority
to Grant.*

37. He has full power and authority to make this agreement and to grant the rights granted hereunder, and he has not previously assigned, transferred or otherwise encumbered the same; and that he has no prior agreement, commitment, or other arrangement, oral or written, to write or participate in writing any other book-length work and will enter into no such agreement, commitment, or other arrangement until after delivery of the manuscript of the Literary Work in Final Form.

*Not Previously
Published.*

38. The Literary Work has not been previously published.

*Not in Public
Domain.*

39. The Literary Work is not in the public domain.

*No
Infringement.*

40. The Literary Work does not infringe any statutory or common law copyright.

*Not
Libelous.*

41. The Literary Work does not invade the right of privacy of any third person, or contain any matter libelous or otherwise in contravention of the rights of any third person, and, if the Literary Work is not a work of fiction, all statements in the Literary Work asserted as facts are true or are based upon reasonable research for accuracy.

**Not
Unlawful.**

42. The Literary Work contains no matter which is obscene or matter the publication or sale whereof otherwise violates any federal or state statute or regulation thereunder, nor is it in any other manner unlawful.

**Not
Injurious.**

42(a). Nothing contained in the contents of the Literary Work shall be injurious to the health of the user.

Permissions.

42(b). The Author agrees that should he incorporate in the Literary Work any writings, drawings, photographs or other material either previously published or not, either of his own or another artist or writer, he shall prior to delivery of the Literary Work in Final Form obtain and, whenever requested by Publisher, shall deliver to the Publisher proper and complete written permission and authorization from the owner of the common law or statutory copyright or other right to use the same in the Literary Work or for the purpose of promoting or advertising the Literary Work throughout the world.

**Investigation
by
Publisher.**

43. The Publisher shall be under no obligation to make an independent investigation to determine whether the foregoing warranties and representations are true and correct, and any independent investigation by or for the Publisher, or its failure to investigate, shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties.

**Effect of
Warranties
and
Representa-
tions.**

44. The warranties and representations of Author hereunder are true on the date of the execution of this agreement and shall be true on the date of the actual publication of the Literary Work, and at all intervening times. The Publisher may rely conclusively on the truth of the warranties and representations herein in dealings with any third party in connection with exercise or disposition of any rights in the Literary Work.

**Warranties to
Survive
Termination.**

45. Each of the foregoing warranties and representations shall survive the termination of this agreement.

PART THREE

Extent of Grant

**Territorial
Extent of
Primary
Rights.**

46. Under the grant of primary rights, the Publisher and its grantees shall have the exclusive right of publication throughout the world in the English language under its own name and under various trade names and imprints.

**Territorial
Extent of
Secondary
Rights.**

47. The secondary rights are world-wide rights, and all provisions as to the disposition of such secondary rights and the sharing of the proceeds thereof shall apply equally in all countries of the world — provided, however, that to the extent that the Author is unable to grant world-wide dramatic rights, because of the requirements in the Minimum Basic Agreement of the Dramatists Guild of the Authors League of America, Inc., the territorial extent of dramatic rights shall be as broad as the Author is able to grant thereunder. If the Publisher shares in the proceeds derived from the disposition of Second Periodical, radio or television rights, he shall not participate in any portion derived from sales outside the territory given under the grant of primary rights.

**Duration of
Grant.**

48. All rights granted under this agreement are, except where expressly subject to earlier termination, to continue in effect during the full term of the copyright of the Literary Work in the United States in effect under the laws of the United States at the time and any extensions thereof.

**Author's
Rights.**

49 All rights not expressly granted by the Author to the Publisher are reserved by the Author. The Author shall not exercise or dispose of any rights reserved to him in such a way as substantially to destroy, detract from, impair or frustrate the value of any rights granted herein to the Publisher, nor shall he publish or permit to be published during the term of this agreement any book or other writing based substantially on subject matter, material, characters or incidents in the Literary Work without the written consent of the Publisher. ~~The Author warrants and represents that he has not granted and will not grant~~ to any person (except to the Publisher), permission, authority, right or license for publication or distribution of the Literary Work in the open English language market, in a mass-market or quality paperback edition, sooner than the latter of one year following the publication of any British hard-cover trade edition or three months following the publication of the first United States mass market ~~paperback reprint edition~~. The Author warrants that the Literary Work will be his next book (whether under the Author's own name or otherwise), that he will not undertake to write any other work for publication in book form before delivery to the Publisher of the complete manuscript of the Literary Work in Final Form, and agrees that in no event will he publish or authorize publication of any other book-length work of which he is an author or co-author until six months after publication of the Literary Work. The Author further agrees not to submit any full-length work or proposals therefor in any form to the Publisher or to any third party until he has delivered to the Publisher the complete manuscript of the Literary Work in Final Form.

**Disposition or
Exercise by
Publisher of
Primary
Rights.**

50. The Publisher shall have the exclusive right, but shall not be obligated, to dispose of or exercise any or all of the primary rights in and to the Literary Work. The Publisher shall notify the Author promptly after each disposition of primary rights, and, at the Author's request, the Publisher shall furnish the Author with copies of any contracts made with respect to disposition of any primary rights. Any license to an affiliate, subsidiary or division of Simon & Schuster Inc., including a license to Pocket Books, shall be at arms length.

**Disposition of
Author's
Unshared
Secondary
Rights.**

51. The Author shall have the exclusive right to dispose of the Author's unshared secondary rights, and shall notify the Publisher promptly after each such disposition.

**Disposition of
Shared
Secondary
Rights.**

52. If the Author has designated an agent in the Publishing Agreement, that agent shall have the exclusive right to dispose of all of the shared secondary rights as to which he has authority from the Author. The terms and conditions of any such disposition of ~~rights by the agent~~ shall be subject to the Publisher's written approval. The name and address of such agent, together with a representation by the Author as to any special limitations on the agent's authority, shall be set forth in the Publishing Agreement.

**Disposition by
Publisher of
Shared
Secondary
Rights.**

53. If the Author has not designated an agent in the Publishing Agreement, the Publisher shall have the exclusive right, but shall not be obligated, as agent for the Author to dispose of all of the shared secondary rights, or if the Author has designated an agent with limited authority, the Publisher shall have the exclusive right, but shall not be obligated, as agent of the Author to dispose of the shared secondary rights as to which the agent does not have authority from the Author. The Publisher may appoint an agent to dispose of any rights of which the Publisher is thus authorized to dispose. Where Publisher is specifically authorized to dispose of rights such authorization shall be deemed an agency coupled with an interest.

**Approval of
Disposition or
Exercise
Not to Be
Unreasonably
Withheld.**

54. Neither the Publisher nor the Author shall unreasonably withhold consent where such consent is requested in connection with disposition or exercise of rights under this agreement. The Author and the Publisher shall each have the right to receive copies of any contracts thus made with respect to the said rights.

**Author's
Consent.**

/or Author's agent
55. When the Author's written consent or approval is required or requested under this agreement, if the Author has died, or if the Author/does not answer the Publisher's request for such consent or approval within a reasonable time, or if after reasonable diligence the Publisher has not succeeded in informing the Author that such consent or approval is desired, the Author shall be deemed to have given his consent.

**Author's
Name and
Likeness.**

56. The Publisher may use the name and likeness of the Author on the cover and jacket, and generally in connection with the advertising and promotion of the Literary Work.

**Author to
Execute
Documents.**

57. The Author shall, when requested by the Publisher, execute all documents which may be necessary or appropriate to enable the Publisher to exercise or deal with any of the rights granted hereunder.

**Licenses
Without
Fee.**

58. The Publisher is authorized to license publication of the Literary Work in Braille, or photographing, microfilming or large type editions of the Work for sale to the physically handicapped, or extracts of the Work containing not more than approximately five hundred (500) words, or ten thousand (10,000) words in connection with motion picture licenses, without compensation therefor. In the event compensation is received, it shall be shared as provided in Part *SECOND* (C) (ii) of the Publishing Agreement.

PART FOUR

Copyright

**Copyright
in the
United
States.**

59. The Author authorizes the Publisher to take all appropriate measures to copyright the Literary Work in the United States in the name of the Author. Any agreement made by the Author or his agent or by the Publisher to dispose of the first periodical rights to the ~~Literary Work~~ must require either (i) that the copyright for the first periodical publication shall be taken out in the Author's name, or (ii) if such copyright is to be taken out in the name of another, that such copyright holder shall assign the copyright to the Author, and in the latter case the Author agrees to deliver such assignment of copyright to the Publisher before the agreed publication date.

Notice.

60. The Publisher shall print the appropriate notice required to comply with the applicable copyright laws of the United States and the provisions of the Universal Copyright Convention in each copy of the Literary Work published by it.

**Protection of
Copyright in
Disposition of
Other Rights.**

61. Any agreement made by the Author or by the Publisher to dispose of any rights in and to the Literary Work must require the licensee or grantee of the Author or of the Publisher respectively to take all necessary and appropriate steps to protect the then existing copyright in and to the Literary Work.

**Foreign
Copyright.**

62. The Publisher may take such steps as it deems appropriate to copyright the Literary Work in any other countries, but the Publisher shall be under no obligation to procure copyright in any such countries, and shall not be liable to the Author for any acts or omissions by it in connection therewith. The Author may copyright the Literary Work in any foreign country if the Publisher fails to take steps to obtain such a copyright within 30 days after receiving a written request from the Author to do so.

PART FIVE

Royalties and Other Payments

- Computation of Royalties Generally.* 63. Royalties shall be computed on the basis of the number of copies actually sold by the Publisher, less returns. No royalties shall be computed on copies given away for review or promotion, nor on copies given to the Author.
- On Mail Orders and Special Discounts.* 64. On mail order sales and special discount sales the royalty shall be 5% of the net amount actually received from such sales.
- On Sheet and Export.* 65. On unbound sheet sales and sales for export of the trade editions of the Literary Work, royalties shall be calculated on the net amount actually received from such sales. No royalty will be payable to the Author with respect to any unbound sheet sales or full copy sales for export where such copies are furnished to a foreign licensee at the Publisher's cost plus a handling charge for such sheets and/or copies.
- On Sales from Reduced Printings.* 66. On sales made out of any new printings or bindings of ^{/two years} ~~2,500~~ ^{/1,500} copies or less, made more than ~~one year~~ after publication date, royalties shall be computed at one-half the base royalty rates provided hereunder, provided, however, that a printing of 1,500 copies or less shall not qualify for such lower rate of royalty unless it is made 18 months after the prior such March printing. July 1 - December 31
- Royalty Statements and Payments.* 67. The Publisher shall render royalty statements and make accounting and royalty and other payments to the Author (i) in February for the preceding period April 1 to September 30 and (ii) in August for the preceding period October 1 to March 31. In lieu of rendering statements with respect to the periods provided in the preceding sentence, Publisher may at any time make a binding election to account to Author in semi-annual statements with respect to each six-month period ending on each successive annual and semi-annual anniversary of the month of first publication of the Work. Such statements shall be rendered within one hundred-twenty days after the end of each respective six-month period. January 1 - June 30
- Details to Be Shown.* 68. Royalty statements shall state the number of copies sold during the period covered. If the Author so requests, the Publisher shall, within 30 days after rendering the royalty statement, advise the Author in available detail of the number of copies printed, bound, sold, and given away during the period covered by the royalty statement, as well as the approximate number of salable copies on hand at the end of said period.
- Book Club Sales.* 69. On all sales to book clubs, the amount allocated as royalty or other compensation to the Publisher shall be divided equally between the Author and the Publisher. No royalty will be payable to the Author on unbound sheet sales or full copy sales to book clubs where such copies are furnished at the Publisher's cost plus a handling charge for such sheets and/or copies.
- Certain Primary Rights Exercised by Publisher.* 70. On the exercise of quality paperback ~~separate~~ edition or textbook edition rights by publication under one of its own imprints royalties (but no further advance) shall be paid to the Author at the following rates based on the catalog ~~actual~~ price: (i) 6% on the first 25,000 copies sold within the United States, exclusive of sales specified in subparagraph (iii) below, and (ii) 7½% on all copies sold within the United States thereafter, exclusive of the sales specified in subparagraph (iii) below, and (iii) 3% on mail order sales, and on all copies sold outside the United States, and 5% of the net amount received for copies sold at special discounts including copies sold in bulk to book clubs, premiums and incentives and other special sales, except that in no event shall such royalties exceed the excess, if any, of net proceeds received in respect of such sales, less the Publisher's manufacturing costs.

**Excess
Stock
Sales.**

71. When the Publisher believes that copies of the Literary Work are not readily salable at regular prices within a reasonable time, the Publisher may (but not earlier than 12 months from the actual publication date) dispose of such copies as surplus at the best price obtainable. Upon such disposition, the Author shall receive in lieu of all other royalties hereunder the excess over the Publisher's manufacturing costs up to 10% of the net proceeds of such disposition.

**Payment
of
Advances.**

72. The payment of advances to the Author, including such payment following delivery of the manuscript, shall not be deemed to be evidence either that the manuscript of the Literary Work is in content or form acceptable to the Publisher, or that the Author has complied with his warranties or other agreements hereunder.

/under this Agreement

**Repayment of
Advances.**

73. Any advance royalties or other sums paid to or on behalf of the Author under this agreement ~~or otherwise~~, and any other payments due from the Author to the Publisher, may be applied in reduction of any payments due to the Author under this agreement.

In the event of any overpayment by the Publisher to the Author, the Publisher may, in addition to any other remedies available to it, recoup such overpayment by making deductions from any payments due the Author under this Agreement ~~or any other agreement between the Author and the Publisher.~~

**Security
Interest.**

74. ~~To secure the advances made to Author, and payment of any other sums which may be or become due to Publisher hereunder, Author hereby grants to Publisher (i) a security interest under the Uniform Commercial Code in the manuscript to be delivered by him to Publisher hereunder, said security interest to attach to the manuscript as and when it is written, and to any and all outlines, drafts, notes, and written background material relating thereto; and (ii) the right to immediate possession, at any time upon demand, of the said manuscript, outlines, drafts, notes, permissions, consents, and background material. Author agrees to execute and deliver to Publisher, in form requested by Publisher, a financing statement and such other documents which Publisher may require to perfect its security interest in the said manuscript, outlines, drafts, notes and background material.~~

**Reserve for
Returns.**

75. Any amounts payable to the Author hereunder shall be subject to such reserve for returns of copies of the Literary Work as the Publisher shall establish in its reasonable discretion.

**Author's Right
to Examine
Books of
Account.**

76. The Author may, upon written request, examine the books of account of the Publisher in so far as they relate to the Literary Work, for the period of two years immediately preceding such examination. *

/See Rider Paragraph 3.

**Author's
Agent.**

77. ~~If the Author has an agent, as indicated by the inclusion of an agent's name and address in the Publishing Agreement, until receipt by the Publisher of written notice by the Author canceling the agent's authority hereunder, all payments accruing to the Author under this agreement shall be made to such Author's agent, and the receipt by the Author's agent shall constitute a full and valid discharge of the Publisher's obligations for such payments under this agreement. Author's agent is fully authorized to do and perform all acts on behalf of the Author in all matters arising out of or under this agreement, and the Publisher may conclusively rely upon such authority until actual receipt by Publisher of written notice, signed by the Author, canceling or limiting such authority. No such revocation or limitation shall affect the validity of any act of the agent prior to receipt of such notice by the Publisher to the extent that the Publisher has relied thereon.~~

* Such examination shall be at Author's expense unless errors of accounting amounting to 5% or more of the total amount accrued to the Author are found to the Author's disadvantage, in which case the reasonable cost of the examination shall be borne by the Publisher.

PART SIX

Delivery of Manuscript and Correction of Proofs

Failure of Author to Deliver Work in Final Form.

78(a). Timely delivery of the Literary Work in Final Form is essential to the Publisher and is of the essence of this agreement. If the Author fails to deliver the Literary Work in Final Form within the time specified, the Publisher shall have an option to give the Author a notice in writing terminating this agreement, and in such event the Publisher may then recover and the Author agrees to repay on demand all amounts advanced to the Author. In the event that the Author completes a manuscript for the Literary Work, after termination of this agreement pursuant to the preceding sentence, then the Publisher shall have the option, exercisable within 30 days after receipt of said manuscript, to acquire the Literary Work on the same terms and conditions as provided in this agreement.

(b). Additionally, the Publisher shall not be obligated to accept or publish the Literary Work if, in its sole editorial judgment, such work is not satisfactory to it. Provided, however, that if the Author shall, within the time specified, have delivered the Literary Work in what he represents to be its completed form, the Literary Work shall be deemed to be acceptable in content and form to the Publisher unless, within 90 days after receipt thereof by the Publisher, the Publisher shall give to the Author a notice in writing stating that in its editorial judgment the work is not acceptable to it, in which case this agreement shall thereupon terminate and the Publisher may then recover and the Author agrees to repay ~~on demand~~ all amounts advanced to the Author. If Publisher so elects, in lieu of such notice, it may give written notice to the Author stating the particular respects in which the submitted manuscript is unacceptable, including, without limitation, reservations or questions of the Publisher concerning matters within any of the warranties, representations and agreements contained in Paragraphs 36-42. Any written request by or on behalf of the Publisher for changes in or for substantiation or confirmation of any statement in the Literary Work shall be deemed, without any need expressly to say so, to constitute notice that the manuscript is then unacceptable to the Publisher without responses satisfactory to the Publisher, and that it has not been accepted. If such request be made of the Author or his agent, unless the Publisher shall otherwise agree in writing, failure of the Author, within 60 days after the date of such request, to respond to the satisfaction of the Publisher in respect to all subject matter of such request shall have the same significance and effect as failure to deliver a manuscript in Final Form after a notice as provided in the second sentence of this Paragraph 78. Correspondingly, a 90-day period within which the Publisher may reject a Literary Work in the exercise of its editorial judgment or for non-compliance to its satisfaction with a request for changes, substantiation or confirmation, shall run from the last date on which the Author purports to have submitted responses in compliance with the Publisher's request for changes, substantiation or compliance. A request for changes or substantiation or confirmation as aforesaid shall not preclude other similar requests prior to the elapse of such 90-day period, or within a new like period after the receipt by Publisher of Author's tendered compliance with Publisher's request.

/in accordance with
the provisions of
Rider Paragraph 6

Delay for Author's Illness.

79. If, however, because of illness or any other factor beyond his control, the Author is unable so to deliver the Literary Work, the date for such delivery shall be extended for a reasonable time. If after the elapse of such reasonable time the Author continues to fail or is unable to deliver the Literary Work or to satisfy the Publisher's request(s) for changes or substantiation, the Publisher may give written notice of termination, effective at the expiration of 60 days or such longer period as the Publisher may specify in such notice, and if the Author shall fail to deliver the manuscript in Final Form within such 60 days or specified longer period, as the case may be, this agreement will be terminated at the expiration of said period, and the Publisher may recover all amounts advanced to the Author. If the Author dies prior to acceptance by the Publisher whether or not following delivery of the manuscript in Final Form, the Publisher, in its sole discretion, may terminate this agreement upon giving a written notice of termination to the Author's personal representatives within 90 days of receipt by Publisher of notice of his death, in which case the Publisher may then recover from such personal representatives all amounts previously advanced hereunder.

Failure to Deliver Photos, Charts, etc.

80. If the Author fails to deliver ^{/any mutually agreed upon} photographs, charts, maps, drawings, or the index, in cases where any of these are required for the Literary Work, the Publisher shall have the right (but not the obligation) to cause the same to be prepared and to charge the cost of such preparation to the Author.

Correction of Proofs.

81. The Publisher shall supply the Author with one set each of galley and, at its option, page proofs, and the Author shall return each set of proofs with his corrections to the Publisher within 21 days of receipt thereof. The Publisher shall also proofread the proofs. If, because of his own fault, the Author shall fail to return the corrected proofs within the 21-day period herein specified, the Publisher may publish the Literary Work without the Author's approval of the proofs - provided, however, that if, because of illness or any other factor beyond his control, the Author informs the Publisher that he is unable so to return the corrected proofs, his time for correcting such proofs shall be extended for another 21-day period, and after that period the Publisher may publish the Literary Work without the Author's approval of the proofs.

**Cost of
Author's
Alterations.**

82. If, in the correction of galley and page proofs, the Author requests changes from the text of his manuscript, the Author agrees to pay to the Publisher the cost of such changes, over 15% of the original cost of composition, provided that, at the Author's request, the Publisher shall submit an itemized statement of such charges, and shall make available corrected proofs for the Author's inspection at the Publisher's office.

**No Obligation
to Publish.**

/unless the Author makes changes required by Publisher's legal counsel in such counsel's reasonable judgment

83(a). Notwithstanding anything contained herein to the contrary, in no event shall the Publisher be obligated to publish the Literary Work if, in its sole and absolute judgment, the Literary Work contains libelous or obscene material, or its publication would violate the right of privacy, common law or statutory copyrights, or any other rights of any person. In such event, Publisher shall be entitled on demand to the return of all monies advanced to the Author hereunder, and to terminate this agreement. Notwithstanding any request by Publisher for change or substantiation, nothing in this agreement shall be deemed to impose upon the Publisher any duty of independent investigation or relieve the Author of any of the obligations assumed by him hereunder.

(b). ~~The Publisher shall not be obligated to publish the Literary Work if, whether before or after acceptance thereof, supervening events or circumstances since the date of this agreement have, in the sole judgment of the Publisher, materially adversely changed the economic expectations of the Publisher in respect to the Literary Work at the time of the making of this agreement, and in such event all of the Publisher's rights in and to the Literary Work shall terminate and revert to the Author on the giving by the Publisher to the Author of notice of its decision, or, if the Publisher fails to do so, by the Author pursuant to Paragraph 84, and in any such event, the Author shall be entitled to retain all payments to the Author theretofore made under this agreement.~~

PART SEVEN

Delays in Publication

**Delays Due
to Publisher's
Fault.**

84. The Publisher, in its sole and absolute discretion, shall have the right to re-schedule publication of the Literary Work beyond the agreed publication date for a reasonable time and also in the event of late delivery by the Author of the manuscript in Final Form. Thereafter, if publication of the Literary Work is delayed in the absence of excusable circumstances the Author's sole and exclusive remedy shall be to give the Publisher a notice in writing, stating that if the Publisher fails to publish the Literary Work within 180 days after the date of such notice, then all of the Publisher's rights in and to the Literary Work shall terminate at the end of such 180-day period, and if, in such event, the Publisher shall fail to publish the Literary Work within such 180-day period, all of the Publisher's rights in and to the Literary Work shall terminate and revert to the Author, and the Author shall be entitled, as liquidated damages and in lieu of all damages and remedies, legal or equitable, to retain all payments therefore made to Author under this agreement.

**Delays Not
Due to
Publisher's
Fault.**

85. If publication is delayed beyond the agreed publication date because of acts or conditions beyond the control of the Publisher or its suppliers or contractors, including (by way of illustration and not by way of limitation) war, shortages of material, strikes, riots, civil commotions, fire or flood, the agreed publication date shall be extended to a date six months following removal of the cause of the delay.

PART EIGHT

Disputes

**Disputes
Between
Parties.**

86. In the event of any dispute under this agreement arising between or among the parties, any party may request any other party to agree to submit such dispute to arbitration in the City of New York in accordance with the then rules of the American Arbitration Association. Absent an agreement to arbitrate, exclusive jurisdiction for the determination of any such dispute solely between or among parties to this agreement is hereby vested in the Supreme Court, New York County, or, at the election of either party if the jurisdictional prerequisites at the time exist, in the United States District Court for the Southern District of New York, and each party hereto agrees to submit to the jurisdiction of either such court in the City and State of New York for the determination of any such dispute, and hereby consents (in addition to service of process by any other means provided at the time by law) to service of process on him or it, as the case may be, by registered mail, first class postage prepaid, return receipt requested, addressed to the defendant named in such process at the address to which notices may be given pursuant to Paragraph 106 of this agreement, and that notice by mail so given shall be deemed to confer jurisdiction upon such court.

PART NINE

Indemnification and Defense of Litigation

*Indemnification
by Author.*

87. The Author shall indemnify and hold the Publisher harmless against any loss, liability, damage, cost or expense arising out of or for the purpose of avoiding any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against the Publisher by reason of the publication, sale, or distribution of, or disposition of rights in respect to, the Literary Work, based on the contents of the Literary Work, except in connection with matters inserted in the Literary Work by or at the direction of the Publisher or involving solely controversies arising out of or based on commercial transactions between the Publisher and the customer. See Rider Paragraph 4.

*Notice of Suits
Brought.*

88. Prompt notice of any such non-excepted suit, proceeding, claim or demand brought or made against the Publisher or Author shall be given to the Author or Publisher respectively.

*Cost of
Defending
Suits.*

89. If any such non-excepted suit, claim or demand is brought or made, the Publisher may elect (i) to undertake the defense thereof, or (ii) to notify the Author to undertake the defense. If the Publisher does so notify the Author, the Author shall undertake such defense; and in such cases the Publisher may, at its option, join in the defense. In all the foregoing events the cost and expense of any defense shall be borne by the Author, unless (a) such suit, claim or demand arises solely out of an act or omission of the Publisher, in which case the cost and expense shall be borne by the Publisher, or (b) the Author has, pursuant to notification from the Publisher, undertaken the defense and the Publisher at its option elects to join with the Author in the defense, in which case the total cost and expense (including reasonable counsel fees) shall be shared equally by the Publisher and Author.

*Publisher
May
Withhold
Payments.*

90. Whenever any such non-excepted suit, claim or demand is instituted, the Publisher may withhold, payments due to the Author under this, or any other, agreement between the Author and the Publisher, subject, however, to the Author's right to draw on such sums to defray his expenses in connection with such suit, claim or demand. If a final adverse judgment is rendered in such a suit and is not discharged by the Author, the Publisher may apply the payments so withheld to the satisfaction and discharge of such judgment.

PART TEN

Infringement by Others

*Suits, by
Publisher or
Author.*

91. If during the existence of this agreement the copyright, or any other right in respect to the Literary Work, is infringed or violated, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement and to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his own name and at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Author and Publisher.

PART ELEVEN

Withdrawal from Publication

If Discontinued or Out of Print. 92. If, at any time after the expiration of two years from the actual publication date, either of the following events occurs:

- (i) the Publisher notifies the Author in writing that the Publisher intends to discontinue publication of both the trade and textbook editions of the Literary Work, or
- (ii) the Publisher allows all editions of the Literary Work to go out of print and does not place any edition on sale within six months after the Author has made a request therefor in writing, and if there is no English language or foreign language reprint edition authorized by Publisher available or contracted for,

the Author may by a notice in writing (a) revoke the Publisher's right to publish any further copies of the trade editions of the Literary Work; (b) revoke the grant to the Publisher of such of the other primary rights as the Publisher has not already exercised or disposed of, (c) revoke any power given to the Publisher to dispose of such secondary rights as have not already been disposed of, and (d) revoke any grant of rights made to the Publisher in the Publishing Agreement to share in the proceeds on disposition of such secondary rights as have not already been disposed of. In such event the Author shall have the right to purchase any available plates or film of the Literary Work at cost, and/or any remaining copies or sheets of the Literary Work at the Publisher's manufacturing cost. If the Author does not purchase such plates, copies or sheets, the Publisher may melt the plates, and may sell the copies or sheets at any price and retain the proceeds of such sale.

*25% of

PART TWELVE

Breach by Publisher

**Termination
for
Substantial
Breach.**

93. Except as otherwise specifically provided in this agreement, if the Publisher shall commit a substantial breach of this agreement and shall fail to remedy the breach within 60 days after receiving a written notice by registered mail from the Author requesting the Publisher to remedy such breach, the Author may by a notice in writing (i) revoke the Publisher's right to publish the trade editions of the Literary Work, if it has not already been published at such time, (ii) require the Publisher to cease further publication of the trade editions of the Literary Work, if it has already been published at such time, but in such event the Publisher shall be permitted to sell all copies of those editions of the Literary Work which have already been printed or are in the process of being printed, (iii) revoke the grant to the Publisher of such of the other primary rights as the Publisher has not already exercised or disposed of; (iv) revoke any power given to the Publisher to dispose of such secondary rights as have not already been disposed of; (v) revoke any grant of rights made to the Publisher in the Publishing Agreement to share in the proceeds on disposition of such secondary rights as have not already been disposed of. In such event the Author shall have the right to purchase any available plates or film of the Literary Work at cost, and/or remaining copies or sheets of the Literary Work already printed at the Publisher's manufacturing cost. If the Author does not purchase such plates, copies or sheets, the Publisher may melt the plates, and may sell the copies or sheets at any price and retain the proceeds of such sale. Any right of the Author pursuant to Paragraph 76 shall survive such termination.

PART THIRTEEN

Bankruptcy or Insolvency of Publisher

*Bankruptcy,
Receivership,
Assignment
for
Creditors.*

94. If the Publisher is finally adjudicated a bankrupt, or if a receiver is appointed, or if an assignment is made for the benefit of creditors, the Author may by a notice in writing (i) revoke the Publisher's right to publish the trade editions of the Literary Work, if it has not already been published at such time, (ii) require the Publisher to cease further publication of the trade editions of the Literary Work, if it has already been published at such times, but in such event, if the Author consents in writing, the Publisher shall be permitted to sell all copies of those editions of the Literary Work as have already been printed or are in the process of being printed (provided that if the Author has died, or if the Author does not answer the Publisher's request for such consent within a reasonable time, or if after reasonable diligence the Publisher has not succeeded in informing the Author that such consent is desired, the Author shall be deemed to have given his consent), (iii) revoke the grant to the Publisher of such of the other primary rights as the Publisher has not already exercised or disposed of, (iv) revoke any power given to the Publisher to dispose of such secondary rights as have not already been disposed of, and (v) revoke any grant of rights made to the Publisher in the Publishing Agreement to share in the proceeds on disposition of such secondary rights as have not already been disposed of. For the purposes of this PART THIRTEEN, "the Publisher" shall include successors in interest of the Publisher, including a trustee in bankruptcy, a receiver, or an assignee for the benefit of creditors. In such event the Author shall have the right to purchase all copies or sheets of the Literary Work in the possession of the Publisher and the plates therefor, at the then fair market value as determined by arbitration under the then rules of the American Arbitration Association. If the Author does not purchase such plates, copies or sheets, the Publisher may melt the plates, and sell the copies or sheets at any price and retain the proceeds of such sale.

PART FOURTEEN

Miscellaneous Provisions

*Publisher
Shall
Determine
Style, etc.*

95. The format, style of printing and binding, and all other matters relating to the manufacture, sale, distribution and promotion of the Literary Work shall be determined at the sole discretion of the Publisher. The Publisher may not make any changes in the manuscript of the Literary Work without the consent of the Author, except that the Publisher may make changes (i) in the capitalization and punctuation of the Literary Work, to make it conform to the Publisher's accepted style, or (ii) in the spelling and punctuation of a British edition of the Literary Work, to make it conform to American usage.

Title Changes.

96. The title of the Literary Work as set forth in the Publishing Agreement may be changed by the Publisher, in consultation with the Author.

*Single Author
to
Represent.*

97. When there is more than one author, any one (and an alternate) may be designated in the Publishing Agreement to act on behalf of all the authors jointly, and the Publisher may rely on the acts of the Author or his alternate so designated as representative of and binding upon all the Authors, and in the absence of such designation, the Publisher may deal with any one of the Authors as the agent and representative of all, and may rely on the acts of such Author-representative as binding on all the Authors. When there is more than one author, unless the Publishing Agreement specifies otherwise or until receipt by the Publisher of contrary instructions, the Publisher may assume that all Authors share equally in proceeds payable hereunder and may either issue separate checks in equal amounts payable to each Author severally or single checks payable jointly to all Authors.

- Price Changes.** 98. The Publisher may change the catalog ~~price~~ price of the trade editions provided its royalties on trade editions sales are calculated on a retail price not less than the minimum price fixed in the Publishing Agreement.
- Free Copies for Author, Purchases by Author.** 99. The Publisher shall present the Author with ~~one~~^{/20} free copies of the first trade edition, and one free copy of any other edition published by the Publisher, upon publication. The Author shall have the right to purchase additional copies of the trade editions for his own use, and not for resale, at a 40% discount from the catalog ~~price~~ price.
- Publisher to Execute Documents.** 100. If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to revest all such rights in the Author.
- Acceptance of Agreement.** 101. The agreement shall be binding on the Publisher only when it is accepted by an authorized officer of the Publisher.
- Laws Applicable to Agreement.** 102. The agreement shall be construed in accordance with the laws of the State of New York.
- Agreement Binding on Successors-in Interest.** 103. The agreement shall be binding upon and inure to the benefit of the executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.
- Modification of Agreement.** 104. The agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.
- Waivers Are Not Cumulative.** 105. No waiver of any term or condition of this agreement, or of any breach of this agreement or of any part thereof, shall be deemed a waiver of any other term or condition of the agreement or of any later breach of the agreement or of any part thereof, nor shall publication or continued publication or payment by the Publisher following notice or claim of facts which, if true, would constitute a breach of warranty, representation or agreement of the Author, constitute or imply any waiver by the Publisher of any defenses, rights or remedies of the Publisher.
- Notices.** 106. All notices to be given hereunder by either party shall be in writing and shall be sent by registered mail to the other party at the respective addresses as they are given in the Publishing Agreement, unless said addresses are changed by either party by a notice in writing to the other party.
- Singular Shall Include Plural.** 107. Wherever required by the context, the singular shall include the plural, and the plural the singular, and the masculine shall include the feminine and the neuter. The "Author" shall include the "Authors" if there are more than one.
- Captions, Table of Contents, etc.** 108. Captions or marginal notes, and the table of contents of this agreement are for convenience only, and are not to be deemed part of the agreement.
- Memorandum of Publishing Agreement.** 109. Author hereby appoints Publisher to be Author's attorney-in-fact to execute in Author's name and to file any and all documents necessary to record in the Copyright Office the assignment of exclusive rights made to Publisher hereunder.

Mr. Robert Bender
Simon & Schuster
1230 Avenue of the Americas
New York, NY 10020

X/50.10, 1997

Dear Mr. Bender:

I am the author of The Last Old Place, published by Simon & Schuster in 1992. The book was something of an orphan -- done for Prentice Hall shortly before the merger -- and has been out of print for some time. I am writing now to request reversion of the publishing rights to me.

Thanks.

Sincerely yours,

cc. Knox Burger

Portugal translation

Contact: Karen Weitzman (212) 698-7395
right Dept SAS

I despair of being able to convey to any reader my own idea of the beauty of Sydney Harbour. I have seen nothing to it in the way of landlocked sea scenery - nothing second to it... It is so inexpressibly beautiful that it makes a man ask himself whether it might not be worth his while to move his household gods to the eastern coast of Australia, in order that he might look at it as long as he can look at anything.

- Anthony Trollope

Dear Datus Proper:

While I am not in the habit of writing fan letters, your excellent travel narrative deserves kudos of the highest intensity, which I hereby extend to you. Bravo and congratulations. I hope you have received Portugal's highest civilian honor: medal, sash, and sword!

And, as I also hope that The Last Old Place will have more editions, I am sending along three typos I've discovered...quite possibly, you've already found them yourself, although it's been my own recent experience that these errors can escape even the most thorough final edit. So then:

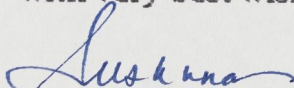
p. 139 "A single centimeter is so [no?] serious deficiency...."

p. 159 "Spain in [is?] grand."

p. 207 "...chickens picking at refuge [refuse?]"
(though it's a lovely image as written)

I shall be back in New York (May 5th) by the time this has made its long way out to Montana, I imagine, which is why I've only indicated my NY address. Meanwhile, perhaps you would care to look for Worldly Virtues, A Catalogue of Reflections by Johannes Gaertner, just out with Viking, in your local bookstore. I think you might enjoy it. And I'm taking the liberty of sending along this clip from the *SMH* to explain why I am here.

With many thanks for the magnificent introduction to Portugal, I remain, with very best wishes, sincerely yours,


Susanna Gaertner

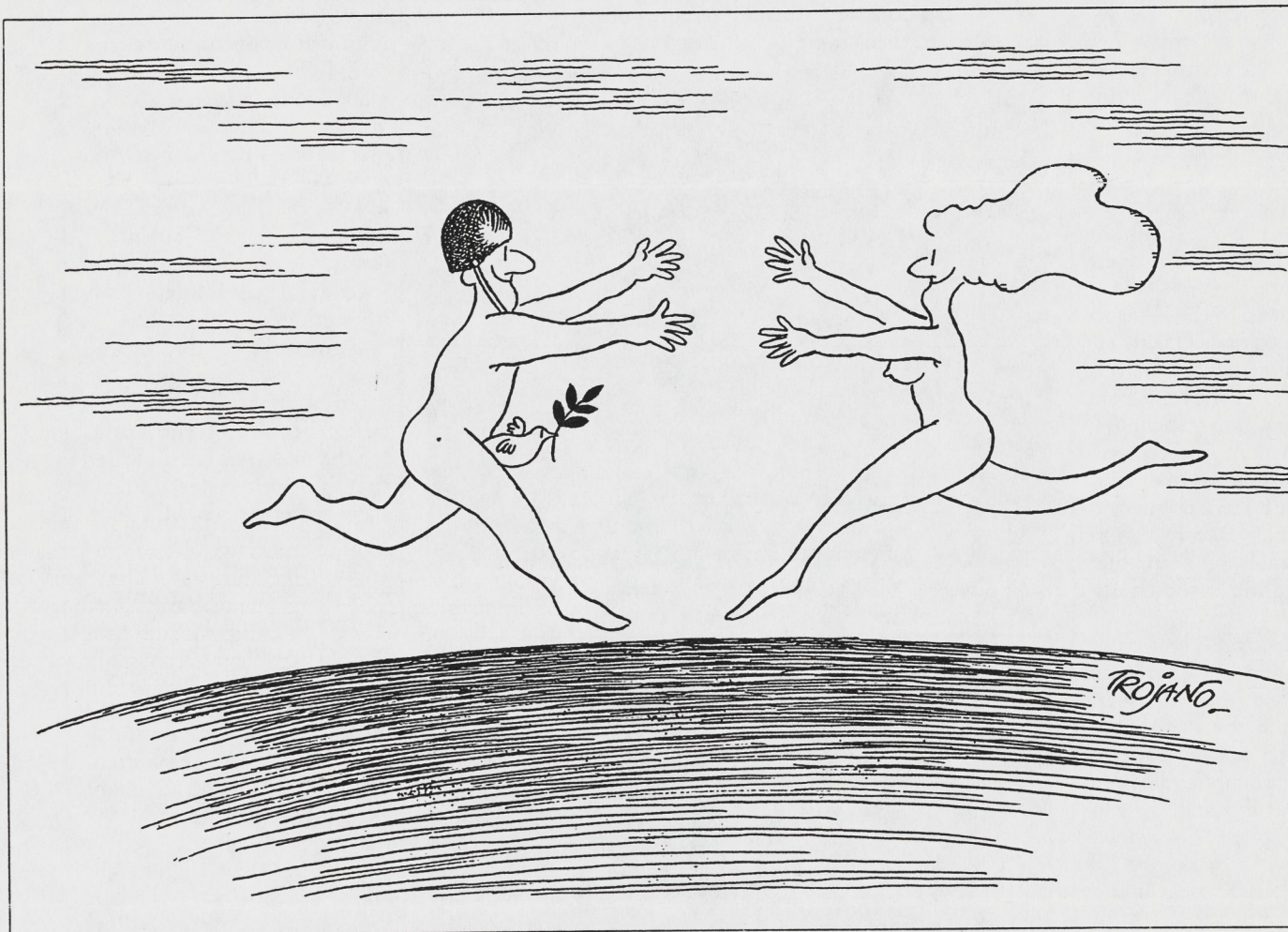
275 Greenwich Street #3M
New York City 10007-2151
212 385-9287

HUMOR

EUROPE'S BIGGEST AND BEST CARTOONS MUSEUM

BY SUSANNA GAERTNER

also, should you ever find yourself in this corner of the globe, I think you'll enjoy this... say hello to Herrn Spahr!



PHOTOGRAPHS COURTESY OF THE COLLECTION OF CARICATURES AND CARTOONS, BASEL, SWITZERLAND

The best cartoons do not need captions, says the curator of the cartoons museum. This one was drawn by Italy's Lucio Trojano.

Basel is a pleasant Swiss city of 240,000 souls that might just rank as Europe's number one in per capita support of culture (if the term is loosely defined). Besides such obvious things as a splendid art museum and an annual art fair, it has a museum for every interest—well, twenty-nine interests, anyway. A fan of the history of paper making or of plaster-cast modeling will find these activities enshrined. There is a museum of musical instruments and of pharmaceutical ones, of fire

brigades and sleighs and, yes, even cartoons.

The Collection of Caricatures and Cartoons is the only museum of its kind in Europe. It was founded some ten years ago by the Basel businessman Dieter Burckhardt, who still coughs up the money to buy for an international collection, which now includes 1,800 items by 470 artists. Burckhardt began collecting cartoons with the help of the cartoonist Jürg Spahr, known throughout Switzerland for his contributions to the Swiss hu-

mor magazine *Nebelspalter*. He collected so voraciously that he soon had to find a special site to house all the jokes, japes, and jibes. In 1980, duly, the cartoons museum opened its doors at 9 St. Alban-Vorstadt, a street of charming old houses practically adjacent to the august art museum.

What should a museum dedicated to humor look like? This one was built in 1366 and is medieval. In the cellar, a stone basin curiously covered with huge spiderwebs and as black as congealed blood testifies to

one of the building's earlier functions; it was used by a butcher, which somehow seems appropriate. Now the knives and skewers are subtler. The quaint interior is full of nooks and crannies—ideal for hanging small-format cartoons. In fact, cartoons hang throughout the house's four main rooms, two winding stairways, and two anterooms. Low ceilings and doorways frame the small rooms, which in turn frame the small cartoons. Proportion is all. The space seems particularly con-

genial to small people: the cartoons are hung at just the right level for Herr Spahr, who stands perhaps five and a half feet tall, fully shod.

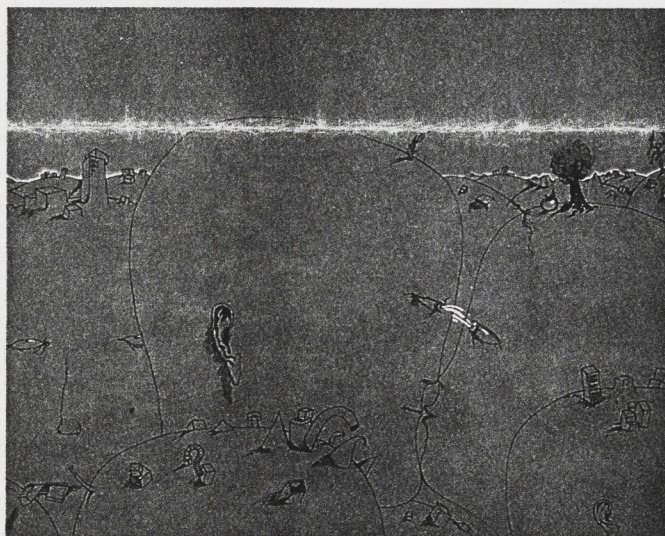
Exhibits run for about eight months, with about 200 cartoons and caricatures per show. "People can't really take in any more," says Spahr, who recognizes that when we see too many jokes, only a few seem funny. If he has not yet conceded the logical extension of this thought—that the funniest show would be the smallest—it is because he is a curator as well as a cartoonist.

Self-criticism is a constant subject of humor, and the best at this genre seem to be the Poles, followed by the Hungarians and Bulgarians. Their cartoons demand much of viewers from other countries and from the museum, too. Spahr devotes three months, on the average, to setting up an exhibition so that it has a theme and is intelligible. Recent examples: "Animal and Man" and "Yugoslavia and New Acquisitions."

In one, vaguely off-color jokes are concentrated in a corner of the upper landing. Here we find the British humorist ffolkes's classic cartoon of the very plump landlady in bed with her thin lodger, who manages to gasp, "On second thought, Mrs. Bascomb, I'd rather pay rent." Near it is a delightful visual pun: after staring at two rows of naked women, we notice that a departing V-formation of birds has deprived one row of ladies of a crucial anatomical detail. Then there is a cartoon of a woman polishing the shoes of a man who has just hanged himself. Very Swiss, that one.

The museum is devoted to caricatures as well as to cartoons, and Spahr clarifies the difference in one fluent sentence: "Caricatures use exaggerated representations (Nixon as a Pekingese, for example)—there is no content beyond the obvious distortion—

while cartoons have a hidden agenda, a message to convey, a story beneath the surface." He knows, too, that much of the cartoons' charm lies in their presentation. Each one therefore has its special frame, no two alike and each perfectly suited in style and material to the content. When not on display, the cartoons are stored *tales quales*, in their frames.



In the collection: *Man & Environment*, by Kino Mavrov of Bulgaria.

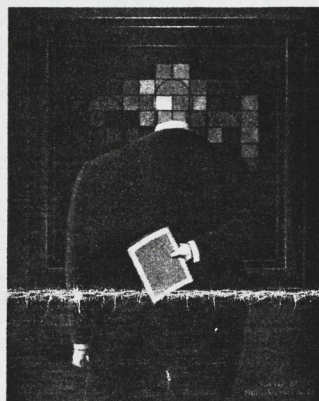


A wry note from Hungary's Kaján.

Spahr has strict criteria governing his selections for the museum. The work must be original and produced in this century. He will not acquire "eye witness" political cartoons, like those that appear daily in American newspapers—they are too ephemeral—and rejects all comic strips. Because he wants cartoons that fuse medium and message, he has turned away

many *New Yorker* cartoons in which the joke often lies in a caption that does not necessarily tie in with the drawing. The best examples can be seen this month at the Swiss Institute, 35 West Sixty-seventh Street, New York City.

While Spahr has no set budget or acquisition plan, he usually adds at least 100 new cartoons to the collection an-



Meeting Paul Klee, by Coutinho.

nually. With characteristic fair-mindedness, he aims to have one original from "the best each country has to offer." So far, thirty-two nations have contributed. Eastern Europeans are especially well represented, but there is a fair sampling of French, British, and American work, including that of such well-known talents as Bretécher, Sempé, Charles Addams, George

Price, Ronald Searle, and Saul Steinberg. Spahr reckons that he will find acceptable cartoons in perhaps fifteen more countries. He has no explanation for the fact that only 9 of the 470 artists represented to date are women.

For new work he draws from the numerous contacts he has developed as a cartoonist—he is known by his cartoon signature, JÜSP—and from the aficionados he has met at conventions. Cartoon buffs and practitioners hold annual and biannual meetings in places like Skopje (Yugoslavia), Gabrovo (Bulgaria), Tolentino (Italy), and Istanbul. The jokes fly like confetti; the practitioners are a somber lot.

Somberly, indeed, and slowly does Spahr build "an international collection of the best caricatures in the world" for the museum. He is pleased that visitors in a steady stream have beaten a path to his door. In 1986, more than 5,000 people paid the SF 5—not bad for a place that is open only on Wednesday and weekend afternoons (call to check times: 22 13 36). The guest book reveals that they came from as far away as Japan, as near as downtown Basel. Scandinavians, French, and Germans especially seem to stop by, looking for laughs.

Whether they laugh long is another question. In the cartoons museum, the prevailing silence is often broken by giggles, snorts, and other bursts of mirth. Still, the curious charm of these cartoons works on the system like good food in an elegant restaurant: you tend to eat a little too much. After seeing a few dozen, your sense of humor, like your appetite, is sated. Too many quick hits of wit numb the funny bone. When you find yourself trying to compare or, worse yet, to analyze the jokes, it's time to leave. □

Susanna Gaertner is a free-lance writer who often visits Switzerland and Germany.



S I M O N & S C H U S T E R

Paramount Publishing Consumer Group
1230 Avenue of the Americas
New York, NY 10020
212-698-7352
Fax: 212-698-7453

Gary Luke
Senior Editor
Trade Division

April 28, 1994

Datus Proper
1085 Hamilton Road
Belgrade, Montana 59714

Dear Datus:

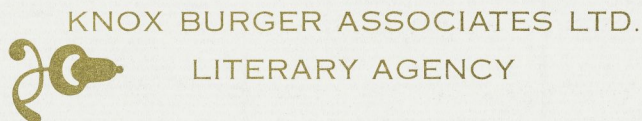
Guess what! We sold Portugese translation rights in the territory of Brazil to Editora Marco Zero. The advance is \$1000, but what strikes me as significant is that it will expose the book to publishers in Portugal, which may result in publication there.

Hope all is well with you.

Sincerely,

cc: Knox Burger

Answered
5/4/94



KNOX BURGER ASSOCIATES LTD.

LITERARY AGENCY

39 1/2 WASHINGTON SQUARE SOUTH, NEW YORK 10012 TELEPHONE: 212 533-2360 FAX: 677-3170

August 12, 1993

Dear Datus,

I've spoken with Gary's boss, Marilyn Abraham, and she is fervent in her agreement that nothing is happening in the Old Place department. All their travel books are dying, despite generally good reviews. They just can't get any copies to speak of into the stores, and those it does get in tend to stick around a while and then come back to the warehouse.

We all knew from the start that Portugal, the world's smallest civilized former world power, was a risky business --and your book didn't have the concentrated magic or whatever that apparently animated A Year In Provence. Your book is a good deal more of a brisk, eclectic round-up, and while I happen to enjoy your discursions into fishing and your hanging the account on your old friend, they are pretty arbitrary as narrative devices; the book could be said to be as much about your and his personae as it is about Portugal as a 'destination'.

Marilyn didn't know about the Pacific list of travel books and says she'll look into it; if you have some specific information on paper about this listing, we should have it in hand.

I have ⁵forwarded the names of the possibly interested parties in Portugal to the S & S foreign rights person involved (supposedly involved), one Karen Weitzman. You might write her a follow-up note asking if she will pursue these leads, as it is their responsibility to sell foreign rights (a privilege we had to grant them in order to increase the advance). I'm very sorry it's not showing more signs of life.

Best regards, *Kny*

August 6, 1992

Mr. Knox Burger
39½ Washington Square South
New York, NY 10012

Dear Knox,

I am not aware of any effort by Simon & Schuster to promote The Last Old Place.

When I asked at the time of publication, I was told that promotion would have to await a review in the New York Times. The review appeared, and was good. I called S & S again and was told that there were no plans for publicity.

A friend of mine in the trade told me that he just saw a catalog supplement sent to book dealers by Pacific Pipeline -- a major west coast distributor. The supplement was on travel books and listed 70 or 80 of them. There were foreign titles and some very general books. The Last Old Place was nowhere in the catalog.

Is there anything we can do? All the reviews have been helpful -- but no book will sell without distribution and publicity.

Yours,

August 6, 1992

Mr. Knox Burger
39½ Washington Square South
New York, NY 10012

Dear Knox,

Dr. Adriano de Seabra Cancela -- my traveling companion in The Last Old Place -- has been scouting possible distributors and publishers for the book in Portugal. He is a Lisbon lawyer, as you know, and he has been assisted by Sr. Luis Vilaça, who has specialized knowledge.

For distribution of the American edition in Portugal, two firms are interested in an approach:

Dr. Fernando Azevedo
Sodilivros, Lda.
Travessa Estevão Pinto, #6-A
1000 Lisbon Codex

Dr. Mario Noronha
Editorial Department
Disternal, Lda.
Rua da Glória No. 10
1298 Lisbon Codex

Two other firms may be interested in publishing a translation. Note that distribution would be in Portugal and Brazil.

Dr. Andre Jorge
Edições Cotovia, Lda.
Rua Nova da Trindade, 24
1200 Lisbon Codex

Dr. Jorge Horta
Círculo de Leitores
Edifício Círculo
1500 Lisbon Codex

Dr. Cancela writes that he has already begun a translation of the book. I will ask him to send me some sample pages when available.

Would appreciate anything you can do to help.

cc. Gary Luke

A. DE SEABRA CANCELA
ADVOGADO

RUA DE SANTA JUSTA, 82, 1.º

TELEFONES { ESCRITÓRIO 361705-323718
RESIDÊNCIA 88 52 57
1100-LISBOA

Lisboa, 16-07-93

Meu Caro Amigo Datus

A cerca do seu livro e da sua comercialização em Portugal o trabalho que eu promovi, embora se tenha atirado, penso que tem campo aberto para dar alguns frutos.

Meanezuei uma pessoa, com ligações no meio editorial, e ela refere-me várias hipóteses:

1.ª - é a comercialização da edição americana em Portugal para o que há dois contactos concretos:

a) A Sodi livros, Lda - Trav. Intervão Pinto
É uma casa distribuidora N.º 6-A
Trata Dr. Fernando Azevedo 1000 Lisboa Codex

b) Distornal, Lda - Departamento
editorial

Rua da Glória N.º 10-1.º
Trata Dr. Mário Noronha 1298 Lisboa Codex

Mas, alem da comercializacao do livro em inglês, há tambem a hipótese de fazer a traducção juntamente com a comprada, direito na lingua portuguesa que abrangera naturalmente, Portugal e o Brasil.

As casas com quem podera' discutir o problema são:

1- Edições Cotovia, Lda

Rua Nova da Trindade - 24 1200 Lisboa Codex

ao cuidado do Dr. André Jorge

2. Círculo de Leitores

Edificio Círculo

Rua Professor Jorge Horta - 1500 Lisboa Codex

ao cuidado da Dr.ª Guilhermina Jones.

Em todas estas casas pode referir que os contactos foram feitos por sugestão do Sen. Luis Vilaca.

Penso que tem um experience que abrange as soluções possíveis

Agora penso que, ou o Datus, ou a sua Editora podem e devera estabelecer os contactos.

Desculpe o atraso, mas a culpa não foi minha.

Um abraço &

Adriano

March 9

Dear Denis:

We're now approaching absurdity. First the publisher informed me a tax form wasn't required, then they sent a corporate form for KBA LTD. even though in all my experience, an individual form for the author is required.

Now British Island Revenue tells me that that is indeed the case, hence the dreaded M-1 form I enclose. At least AirLife, in trying to make up for its ignorance, sent £375* which my bank will take another few weeks to convert to dollars and by the time this form clears, maybe the book will have been published, and the second £500 won't be delayed.

So please fill out this form, send it to IRS office when you file your US tax return, and ask them to acknowledge ~~their~~ date on which they forward it to British Island Revenue.

If you have questions, call me.

Regards, Kitty.

* £125 withheld pending arrival of tax form.

Famed beat poet has ABT date

THE WRITER'S Voice of the Billings YMCA presents a reading by poet Allen Ginsberg at 8 p.m., Friday, April 30, at the Alberta Bair Theater, sponsored by the Montana Committee for the Humanities in celebration of its 20th anniversary.

Poet and peace activist — called the Walt Whitman of his generation — Ginsberg is one of the last survivors of the Beat Generation.

Along with fellow writers Jack Kerouac, William Burroughs and Neal Cassidy, he helped create a literary and cultural movement in the 1950s that questioned the values and beliefs of the period. His most famous work, "Howl," focused on the evils of materialism and served as a counterculture manifesto.

Ginsberg continues to draw new admirers, traveling and touring the world giving performances that

would tax most rap groups. Today he focuses his howl against injustice, censorship, abuse of human rights, America's obsession with power and the evils of smoking.

The poet's groundbreaking poem "Howl" was the focus of a censorship battle in which Ginsberg was ultimately victorious. Crowned Prague May King in 1965 by 100,000 Czechs, then expelled by Czech police and simultaneously placed on the FBI's Dangerous Security List, Ginsberg traveled to and taught in the People's Republic of China, the Soviet Union, Scandinavia, and Eastern Europe, where he received Yugoslavia's Struga Poetry Festival "Golden Wreath" award in 1986. In 1991 he was selected by France's cultural ministry to receive the Chevalier de l'Ordre des Artes et des Lettres, and won the Harriet Monroe Poetry Award.

A member of the American Institute of Arts and Letters, Ginsberg is also a co-founder of the Jack Kerouac School of Disembodied Poetics at the Naropa Institute, the first accredited Buddhist college in the Western World. He is a Distinguished Professor at Brooklyn College. His publications include "Collected Poems, 1947-1980," "White Shroud Poems 1980-1985," "Howl," "Allen Ginsberg's Photography" and a recording of poetry and music, "The Lion for Real."

Ginsberg will autograph his books in the lobby following the lecture. Tickets are \$7 adults, \$4 students, and available at the Alberta Bair Theater, free to Writer's Voice members. For more information, call Corby Skinner or Laila Nelson at The Writer's Voice, 248-1685.



Ginsberg: Friday at the ABT.

Poet Ginsberg is also scheduled to read during the May 2 dedication of the Bruce Kemp Meyers Sculpture Garden and Poets Corner on the EMC Campus.

BETWEEN THE PAGES

NON-FICTION

■ "Last Chance to See." By Douglas Adams and Mark Carwardine. Novelist Adams and zoologist Carwardine team up and gently, often humorously, to make a case for saving all endangered animals by focusing on a few "rare or medium rare" species with a tenuous grip on life.

These include a lemur called the aye-aye, the Komodo dragon, the northern white rhinoceros, a flightless bird called a kakapo and China's baiji dolphin.

— Orlando Sentinel

■ "The Art of the Mystery Story." Edited by Howard Haycraft. First published in 1946, this 550-page collection of essays and articles on detective stories is a peek into an era when crime fiction was mostly about detection-coming upon a murder.

Read the book for fun and nostalgia, but be prepared for surprises because some of the foremost practitioners of the craft contributed, including G.K. Chesterton, Dorothy L. Sayers, S.S. Van Dine and Raymond Chandler.

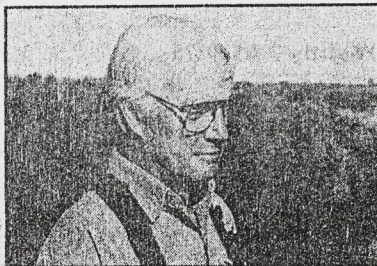
— Chicago Tribune

MYSTERIES

■ "The Music Lovers." By Jonathan Valin. In Valin's 10th Harry Stoner detective novel, music can provoke the savage beasts, as represented by a group of Cincinnati symphony aficionados, record collectors and rabid audiophiles.

Leon Tubin hires Stoner to get the goods on a fellow music maven whom he suspects stole some of his vintage records.

The book unfolds at a delicious pace, primed with tension, and at the end there's a blockbuster surprise that seems oh so right when you



Proper: 'Pheasants' writer here.

Montana writers share 'Voice' views

TWO WELL-published Montana writers who specialize in the great outdoors, John Barsness of Townsend and Datus Proper of Belgrade will give a reading at the YMCA Youth Center at 7:30 p.m.

next Tuesday, April 27, part of an ongoing series of Montana authors in The Writer's Voice Community Reading Series. Proper is author of magazine articles and three books: "What the Trout Said," "Pheasants of

the Mind," and "The Last Old Place-A Search Through Portugal."

Barsness was born and raised in Bozeman, where his parents taught at Montana State University. He's been a cowboy, oilfield roughneck, Custom wheat harvester, and cartographer for an archaeological consulting firm and lives outside of Townsend, Montana, with his wife Eileen Clarke, also a writer and editor. Barsness is working on a book about living on Fort Peck Reservation,

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Art & Craft Show

Fri. Apr. 23, 9-9

Sat. Apr. 24, 9-6

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Angie's Wings

Come in and

3 Maio, 1993

Exmo. Sr.
A. de Seabra Cancela
Rua de Santa Justa 82, 1.º
1100 Lisboa
Portugal

Meu Caro Amigo,

Recebemos aqui a sua carta e as castanhas, no mesmo dia, e agradecemos muito. Pode ficar certo que lembramos de você cada domingo, quando comemos faisão ou perdiz com recheio, dentro do qual ficam algumas castanhas da sua terra.

Você mencionou que vai mandar traduzir o livro. Ideia: será que podemos encontrar uma editora portuguesa pela tradução? Se houver interesse, eu poderia falar com a casa editora em New York -- para conseguir direitos.

Em todo caso, as livrarias em Lisboa (e Porto, etc.) podem importar o livro (em inglês) da editora (Simon & Schuster). Provavelmente recembaram cópias já, mas eu posso conseguir outras amostras se você encontrar quem as precisa. Quer fazer uma volta das livrarias?

Espero que o livro terá uma vida de muitos anos em Portugal. Aqui, pelo contrario, vai desaparecer das livrarias dentro de poucos meses. O nosso mercado é assim.

Você já tem muitos amigos entre os leitores americanos. Penso que fiz bem em não usar o seu nome completo -- seria uma atração turística.

Vai notar, no livro, que as vezes fiz uma troca cronológica ou de pessoa. Por exemplo, no capítulo sobre o Rio Mondego, o incidente das meias molhadas aconteceu não a você mas ao Carlos, na Hotel Terra Bela.

E a pesca? Quero saber se ainda há trutas em Portugal.

Um abraço do amigo,

VARDEY &
BRUNTON
ASSOCIATES

LITERARY AGENTS

Knox

Shame!

Best wishes

Carolyn

STUDIO 8 125 MOORE PARK ROAD LONDON SW6 4PS ENGLAND



S I M O N & S C H U S T E R

Simon & Schuster Ltd
West Garden Place,
Kendal Street,
London W2 2AQ, England.
071-724 7577.
Fax: 071-402 0639.

16th December 1992

Carolyn Brunton
Vardey & Brunton Associates
Studio 8
125 Moore Park Road
London
SW6 4PS

Dear Carolyn

The Last Old Place by Datus C. Proper

This is a charming book and the author captures the enchantment of his travels in Portugal in a way that is both infectious and informative. It's the sort of book that makes one want to pack one's bags and take a week off! However I'm not sure Portugal has the mystique of say India, or the romantic lure of Provence which has made the latter destination a Mecca for Mayle-addicts. Who's to say, when it comes down to it, but I don't think Portugal's time has come yet. Thanks so much for letting me see this delightful book.

With very best wishes

Yours sincerely

Martin Fletcher
Editorial Director

~~DATUS~~
Song, she'll keep trying.

~~Dura~~

I met the Outdoor Life Editor at
McLypus' office. He says you're terrific.

DATUS C. PROPER
1085 HAMILTON ROAD
BELGRADE, MONTANA 59714
(406) 388-3345

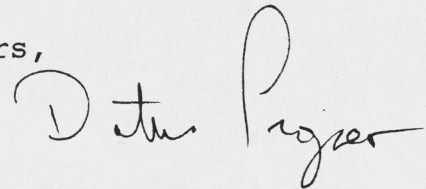
September 18, 1992

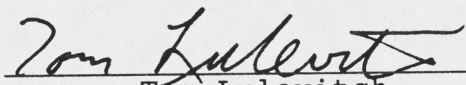
Mr. Tom Lulevitch
101 69th St.
New York, NY 10023

Dear Tom:

The Portugal book (titled The Last Old Place) is scheduled for publication in early 1993, with the 15 illustrations you created. Simon & Schuster needs a record. If you would be kind enough to sign this letter and return it to me, it will confirm that I have paid you \$1500 for one-time use of the drawings.

Sincerely yours,



Signed: 
Tom Lulevitch

Not used

TOM LULEVITCH
101 WEST 69th.. STREET
APT 4D
NEW YORK, N.Y. 10023
212-3621-3318

CONFIRMATION OF ASSIGNMENT

AGREEMENT as of the 22nd. day of January ,1992, between

Datus C. Proper (hereinafter referred to as the "Client")

located at 1085 Hamilton Road, Belgrade, MT.

and Tom Lulevitch (hereinafter referred to as the "Illustrator"), with respect to the creation of certain illustrations (hereinafter referred to as the "Work").

WHEREAS, Illustrator is a professional illustrator of good standing;

WHEREAS, Client wishes the Illustrator to create certain Work described more fully herein; and

WHEREAS, Illustrator wishes to create such Work;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

DESCRIPTION. The Illustrator agrees to create the Work in accordance with the following specifications:

SUBJECT matter PORTUGAL

Number of illustrations in color none

Number of illustrations in black and white 15

Other specifications none

Client P.O. number

Job number

DUE DATE. The illustrator agrees to deliver sketches within 21 days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Illustrator. Finished art shall be delivered 21 days after the approval of sketches by the Client.

GRANT OF RIGHTS. Upon receipt of full payment, the Illustrator grants to the Client the following rights in the finished art:

For use as chapter opening art

For the product or publication named LOOKING FOR PORTUGAL

~~In the following territory North America~~

For the following time period

~~Other limitations foreign publication rights will incur additional fees to be agreed upon by Client and Illustrator.~~

With respect to the usage shown above, the Client shall have nonexclusive rights.

If the finished art is for use as a contribution to a magazine, the grant of rights shall be for first North American serial rights only unless specified to the contrary above.

RESERVATION OF RIGHTS. All rights not expressly granted hereunder are reserved to the Illustrator, including but not limited to all rights in sketches, comps, or other preliminary materials.

FEE. Client agrees to pay the following purchase price: \$1500.00 for the usage rights granted. Client agrees to pay sales tax, if required.

ADDITIONAL USAGE. If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Illustrator and make such payments as are agreed to between the parties at that time.

PAYMENT. Client agrees to pay the Illustrator within thirty days of the date of Illustrator's billing, which shall be dated as of the date of delivery of the finished art. in the event that work is postponed at the request of the Client, the Illustrator shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of 12 percent monthly.

ADVANCES. At the time of signing this agreement, Client shall pay Illustrator 50 percent of the fee as an advance against the total fee. Upon approval of sketches

REVISIONS. The Illustrator shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Illustrator, an additional fee shall be charged. If the Illustrator objects to any revisions to be made by the Client, the Illustrator shall have the right to have his name removed from the published Work.

COPYRIGHT NOTICE. Copyright notice in the Illustrator's name shall be published with the Work.

AUTHORSHIP CREDIT. Authorship credit in the name of the Illustrator shall accompany the Work when it is reproduced. If the finished art is used as a contribution to a magazine or for a book, authorship credit shall be given unless specified to the contrary in the preceding sentence.

CANCELLATION. In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: (A) Cancellation prior to the finished art being turned in: 75 % of fee; (B) Cancellation for any reason after the finished art is turned in: 100% of fee. In the event of cancellation, the Client shall also pay any expenses incurred by the Illustrator and the illustrator shall own all rights in the Work.

OWNERSHIP AND RETURN OF ARTWORK. The ownership of original artwork, including sketches and any other materials created in the process of making the finished artwork shall remain with the illustrator. All such artwork shall be returned to the illustrator by bonded messenger, air freight, or registered mail within thirty days of use. The parties agree that the value of the original, finished art is \$1500.00.

PERMISSIONS AND RELEASES. The Client agrees to indemnify and hold harmless the Illustrator against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.

MISCELLANY. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Illustrator *Tom Zuber* Client _____

Bill



from
Tom Sulervitch

101 West 69th Street
Apartment 4D
N.Y., N.Y. 10023
212-362-3318



To Vatus Proper

May 31, 92

Re: 15 illustrations for
Looking For Portugal

2940
6/15/92
\$1,500⁰⁰



\$1,500.00

DATUS C. PROPER
1085 HAMILTON ROAD
BELGRADE, MONTANA 59714
(406) 388-3345

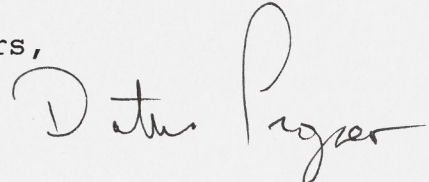
September 18, 1992

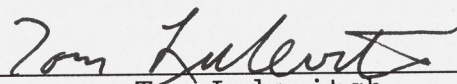
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101 69th St.
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Dear Tom:

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Sincerely yours,



Signed: 
Tom Lulevitch

(Please pass to Theresa Cowen for list of books by editors.)

FIELD & STREAM®

Field & Stream
1085 Hamilton Road
Belgrade, MT 59714
(406) 388-3345

Datus Proper
Contributing Editor

DATUS C. PROPER: What The Trout Said About The Design of

Trout Flies and Other Mysteries, \$16.95 plus \$2.50 shipping and handling, Lyons & Burford Publishers, Dept. FS, 31 West 21st St., New York, NY 10010; Pheasants of the Mind -- A Hunter's Search for a Mythic Bird, \$24.00 postpaid, Wilderness Adventures, Dept. FS, P.O. Box 1410, Bozeman, MT 59771; The Last Old Place -- A Search Through Portugal; \$, Scheduled for publication January, 1993, by Simon & Schuster. Order from any bookstore.

March 22, 1992

Mr. Knox Burger
39½ Washington Square South
New York, NY 10012

Dear Knox,

The 4 chapters enclosed would make self-standing articles with a bit of rewriting, which I am most willing to do.

For the 2 chapters that seem most likely to find a market, I've written cover letters which you could pass to an editor.

Thanks. Hope it works.

New subject: I've just sent \$3150 to Meg Hofstetter at S & S for the remaining 1500+ copies of Pheasants of the Mind. Have formed an informal marketing partnership with Chuck Johnson, who has experience in the business.

Yours,

Enclosed: "The World Beyond Fear" (Chapter 4)

"A Church Called Battle" (10)

"Water Nymphs" (9)

"Singing to the Cuckoo" (14)

March 22, 1992

Mr. Knox Burger
39½ Washington Square South
New York, NY 10012

Dear Knox,

Enclosed is my chapter on a medieval battle -- knights in armor, English archers, and a perfect hero. No red-blooded editor could pass this up. I'll prune and rewrite to fit, of course.

Yours,

Enclosed: "A Church Called Battle"

March 22, 1992

Mr. Knox Burger
39½ Washington Square South
New York, NY 10012

Dear Knox,

Enclosed is my chapter on the great Portuguese discoveries of the fifteenth century -- with more than a passing reference to Columbus as well. I should think that a magazine might be interested in this topic during the quincentennial.

I'll rewrite to fit the editor's needs. Could prune most of the first ten pages, for a short article, or leave bits of them in for an editor who has more space and wants Portuguese atmosphere.

Yours,

Enclosed: "The World Beyond Fear"



S I M O N & S C H U S T E R

Simon & Schuster Consumer Group
1230 Avenue of the Americas
New York, NY 10020
212-698-7352

Gary Luke
Senior Editor
Trade Division

December 20, 1991

Datus C. Proper
1085 Hamilton Road
Belgrade, Montana 50714

Dear Datus:

By the end of the first week in January could you gather some materials for me as I prepare to launch, in-house, LOOKING FOR PORTUGAL? They are:

- (1) Sales figures of hardcover and paperback editions of WHAT THE TROUT SAID, as well as dates and ISBN numbers of the editions.
- (2) Reviews of that book. The back cover of the Nick Lyons edition probably has quotes and blurbs on it; you could copy that for me.
- (3) Could you prepare a survey of other travel books on Portugal--with very brief annotations? (Please include title, author, publisher, and dates of the books.)
- (4) Please prepare a biographical sketch that I will use only in-house. This will not appear in the book. Include colleges, awards, career info, periodicals where you've been published, etc.
- (5) Is there anyone you would especially like us to approach for an advance quote on this book? Give me a list with addresses if you have them.

As you can see, we're entering a new phase. By the time you receive this or not to long after, the manuscript will certainly be in the copy editor's hands.

Sincerely,