

Extra copy

MEMORANDUM OF AGREEMENT made this _____ day of _____ 1945
BETWEEN Charles Scribner's Sons, 597 Fifth Avenue, New York 17, N. Y., U. S. A.
(hereinafter called the Proprietors), party of the first part, AND Editions
Stock, 6, Rue Casimir Delavigne, Paris 6^e, France (hereinafter called the
Publishers), party of the second part.

In consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Proprietors grant and assign to the Publishers the sole and exclusive right to print and publish, in book form only, a translation made at their own expense in the French language of the work now entitled:

FROM DEATH TO MORNING by Thomas Wolfe

and the Proprietors guarantee that they have full power and authority to make this agreement and grant.

2. The Publishers undertake to print in every copy of the said work published by them the original American title of said work as well as the French title, and the Publishers will not do any act or permit any act to be done which will cause the said work or the said translation thereof to vest in the public domain in any country in which the same shall be circulated and if in any such country any notice shall be necessary to protect the copyright of such work or such translation, the Publishers will cause such notice to be affixed to each copy there circulated.

3. The Publishers agree to make every effort to publish the said work at their own expense within eighteen (18) months of the signing of this agreement.

4. The Publishers shall pay the Proprietors a royalty of seven and one-half percent (7½%) for the first five thousand (5,000) copies; ten percent (10%) for the next ten thousand (10,000) copies; and twelve and one-half percent (12½%) thereafter. An advance is to be paid on signing the contract amounting to the royalty payable on the first two thousand (2,000) copies. For this purpose the retail price is to be figured as seventy (70) Francs.

5. This contract is not valid until the advance is in the hands of the Proprietors and the contract has been signed by both parties.

6. The Publishers shall report on the sales and earnings twice yearly, up to January 31st and July 31st in each year, and make settlement of the account in cash within four (4) months thereafter; when an advance against royalties has not been earned, a report on the sales shall be made and sent to the Proprietors for at least three accounting periods after the date of publication.

7. If at any time within two (2) years from the date of first publication in the French language, the work be out of print or off the market, and the Publishers do not within thirty (30) days after receipt of written notice from the Proprietors indicate that they will within six (6) months bring out a new edition, then all rights under this agreement shall revert to the Proprietors without further notice of procedure.

8. On remainder copies sold by the Publishers at or below cost of manufacture no royalty shall be payable to the Proprietors but no such remainder copies shall be sold within a period of two (2) years from the date of first publication of said work in the French language.

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9. The translation of said work into the French language shall be made faithfully and accurately, and no abbreviations shall be made in the text thereof without the written consent of the Proprietors.

10. The Publishers agree to furnish the Proprietors with eight (8) free copies of such edition, and the Proprietors shall have the right to purchase further copies for their own use at the usual trade discount.

11. No assignment of rights may be made by the Publishers without the written consent of the other party to this agreement.

12. If the serial rights in the French language or any condensation of the above work can be sold, the division of the proceeds shall be fifty percent (50%) to the Proprietors and fifty percent (50%) to the Publishers.

13. All rights, either now existing or which may hereafter come into existence which are not specifically mentioned in this agreement are hereby reserved to and by the Proprietors.

14. All matters of controversy, differences or disputes that may arise relating to this agreement shall be submitted to a Committee of Arbitration to consist of three persons, one to be appointed by the Proprietors, one by the Publishers, and the third by mutual agreement of the first two.

15. Should the Publishers be declared bankrupt, or should they violate any of the terms of this agreement and not rectify such violation within one (1) month of having received written notice from the Proprietors to do so, then all rights to publish and sell the said work in the French edition shall revert to the Proprietors, who shall be at liberty to arrange for the said rights elsewhere.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year above written.

Franklin D. Crozier & Co.
Charles H. Crozier

THE PROPRIETORS

THE PUBLISHERS