MEMORANDUM OF AGREEMENT made this 23rd day of December 1938 BETWEEN Miss D.F. Bleek, La Rochelle, Newlands, Cape Town, South Africa, hereinafter called the Author of the one part, and Messrs. Methuen & Co. Ltd., of 36, Essex Street, Strand, London, W.C.2., hereinafter called the Publishers, their successors and assigns, of the other part, WHEREBY it is mutually agreed as follows:-

- l. The Author will deliver to the Publishers a work entitled "MORE ROCK PAINTINGS IN SOUTH AFRICA", which shall be of Royal 4to size and consist of 80 pages of text, 28 plates (10 in three colours, 6 in two colours, and 12 in one colour), and an outline map, drawn from a sketch supplied by the Author. The Publishers will produce an edition of 500 copies for the sum of Five Hundred and Ninety Eight Pounds (£598.0.0.) which amount shall be paid on the signing of this agreement.
- 2. That the above mentioned sum of Five Hundred and Ninety Eight Pounds (£598.0.0.) does not include the cost of advertising or making moulds of the book. The Author will pay the Publishers the sum of £25 (Twenty five Pounds) to be spent in advertising the book in the press. The Publishers will not charge for the insertion of the book in their announcement list and catalogues.
- 3. That in the event of the Author's corrections to the said work exceeding an average of ten shillings per sheet of sixteen pages the amount of the excess shall be charged to the Author in addition to the above mentioned sums.
- 4. That the Publishers shall publish the work on the usual trade terms and account to the Author for the net receipts of all copies sold, less a commission of 15%, but in consideration of the cost of stocking and warehousing the book it is agreed that their commission shall not be less than 20/-in any one year. On copies supplied to the Author in bulk, the Publishers' commission shall be 7½% on the published price.
- 5. That the Author shall have any copies of the book she may require, up to a total of 25 in any one half-year, free of commission, and the cost of sending out copies either singly or in bulk, to the Author or her friends shall be paid by the Author as a separate item.
- 6. That when the book shall have ceased to sell the Publishers may call upon the Author to take over all remaining copies of the work, or if she should not wish to do this they shall have the right to sell these copies as a remainder and they shall hand over to the Author the proceeds of such sale after deducting their commission of 15%.



Folio 1 initialled by.......

- That the Author guarantees to the Publishers that the work is in no way a violation of any copyright belonging to any other party and that it contains nothing of a libellous character and that she and her legal representatives shall and will hold harmless the Publishers from all suits, claims and proceedings which may be taken on the ground that the said work is such violation or contains anything libellous.
- That the Publishers undertake that the stock shall be properly warehoused but it being the Author's property it is stored at her risk and in the event of the whole or any portion of such stock being destroyed or damaged by fire or otherwise, whether at the printers, binders, or on the Publishers' own premises, the Publishers are in no way responsible. It is recommended that the Author should insure against fire.
- This agreement is based on the current cost of production and it is subject to amendment after acceptance to meet any rise in such costs.
- That accounts shall be made up to June 30th and December 31st in each year and shall be rendered and paid in November and May.

METHUEN & Co. Ltd.

Director.

