Memorandum of Agreement

This Agreement, made this fifteenth day of December, 1947, by and between Miss D. F. Bleek of La Rochelle, Newlands, Capetown, South Africa (hereinafter called the Proprietor) and the American Oriental Society, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts (hereinafter called the Publisher),

WITHESSETH, that

WHEREAS said Miss D. F. Bleek is the Proprietor of a manuscript now entitled,

COMPARATIVE DICTIONARY OF THE BUSHMAN LANGUAGES

(hereinafter called the Work), and whereas the Proprietor has now submitted the manuscript to the Publisher's editors and desires the Publisher to publish and market said Work:

NOW THEREFORE, the parties hereto agree as follows:

- 1. The Proprietor hereby convenants that she is the sole Proprietor of the Work and has the sole and exclusive right to sell it; that the Work has not been published and is not in whole or in part an infringement of any existing copyright, and the Proprietor agrees to indemnify and hold harmless the Publisher from any and all cost, loss and danger whatsoever (including reasonable counsel fees) arising from any claim of infringement of any copyright by the Work or from any matter contained in the Work.
- 2. The Proprietor hereby grants, bargains, sells, conveys, and assigns to the Publisher the exclusive right to print, reprint, publish, reproduce, and sell the Work throughout the United States and all other countries.
- 3. The Publisher agrees to assume all costs of publishing and marketing the Work, except as provided in paragraph 5 below, and to apply to said costs a deposit in the amount of \$4007.50 made on behalf of the Proprietor by the South African National Council for Social Research. The Publisher further agrees to return to the Proprietor any balance of said deposit which may remain after all costs of publishing and marketing the Work have been met.
 - 4. It is mutually agreed that the Publisher shall publish the Work in a

style in accordance with its established practice and standards and in such manner (including title, price, date of publication, form and kind of advertising) as it shall deem expedient, taking into consideration in so far as possible the wishes of the Proprietor.

5. It is mutually agreed that the Proprietor shall have the opportunity of reading all proofs of the Work and of making such alterations as she may consider necessary provided that the total cost of publishing and marketing the Work including the costs of all alterations shall not exceed \$4,200. The cost of any alterations which shall cause the total cost to exceed the last named figure shall be borne by the Proprietor. The estimated cost of publishing and marketing the Work, excluding the cost of alterations is \$3,600.

6. The Publisher agrees to print by the photo-offset process, an edition of 500 copies of the Work bound in cloth. It is mutually agreed that the entire stock of the printed copies shall become the property of the Publisher.

7. The Publisher agrees to give to the Proprietor, after publication, 10 copies of the Work, to the University of Capetown, 10 copies, and to the South African National Council for Social Research, 10 copies, all for free distribution, but not for sale. It is mutually agreed that at any time after publication the Proprietor may purchase from the Publisher, not for resale, as many copies of the Work as she desires at 40 percent discount from the list price.

8. The Publisher agrees to use its best efforts to copyright, in its name, the Work in the United States and to take all steps necessary under the United States Copyright Acts to secure its own rights and those of the Proprietor in the Work. The Publisher gives no guarantee of securing copyright outside of the United States.

9. It is mutually agreed that review copies of the Work will be sent out by the Publisher at its expense to a list of reviewers not exceeding 25 in number to be submitted by the Proprietor and approved by the Publisher.

10. It is mutually agreed that the Publisher shall not be an insurer of the manuscript, drawings, plates, or other articles, if any, used in connection with the publication of the Work, and that the Publisher shall not be held liable for such articles

in its possession destroyed by fire or other accident.

In Witness whereof said Proprietor, Miss D. F. Bleek, and said Publisher, by its duly constituted officers, have caused their names to be hereunto subscribed, and to two duplicates hereof of the same tenor and date, the day and year first above written.

Signed:

Proprietor D. F. Bleek

Publisher, the American Oriental Society

by

Editor

and .

Secretary-Treasurer