

17
AGREEMENT made this 10th day of December 1912 BETWEEN P.A. DE LASZLO of 3, Palace Gate, Kensington, London, S.W. and OAKLEY WILLIAMS of 10, Woodland Road, Hassocks, Sussex of the one part and HUTCHINSON & CO of 24 Paternoster Row, London, E.C. publishers of the other part WHEREAS the said P.A.de Laszlo and Oakley Williams have agreed to prepare a new work dealing with the portraits painted by the said P.A.de Laszlo on the lines agreed upon with the said Hutchinson & Co to be entitled "THE WORKS of P.A.DE LASZLO" or some other title to be mutually approved NOW it is agreed as follows:-

1. THE said P.A.de Laszlo agrees that he will (a) supply the said Hutchinson & Co free of any cost to them whatsoever the 'copy' for the reproduction in the said work of the principal portraits painted by him and (b) assist the said Hutchinson & Co in obtaining all necessary consents for the reproduction of such portraits in the said work, and (c) give the said Hutchinson & Co his assistance in obtaining subscribers for the said work.
2. The said Oakley Williams agrees that he will (a) collect all necessary material for use in the said work and (b) write biographies averaging 500 words each of each of the subjects illustrated in the said work and (c) assist the said Hutchinson & Co with the reproduction of the illustrations in the said work and (d) give the said Hutchinson & Co his assistance in obtaining subscribers for the said work.
3. The said P.A.de Laszlo and Oakley Williams shall transfer to the said Hutchinson & Co the absolute copyright and all other their rights in the said work for all parts of the world and in any language.
4. THE complete MS. and illustrations for the said work shall be delivered to the said Hutchinson & Co in time to enable them to publish the same in the Spring of 1913.
5. THE said Hutchinson & Co shall provided that proofs are passed for press in time to enable them to do so publish the said work during the Spring of 1913 and shall use their

best endeavours to make the same successful.

6. The said Hutchinson & Co shall debit against the income derived by them from the publication of the said work and from the sale of any rights, plates, blocks or editions for the purpose of publication of the said work in the United States of America or elsewhere out of the United Kingdom, their charges at ordinary rates for composition, alterations of and additions to proofs, moulding, stereotyping, paper, printing, advertisements, blocks of illustrations, binding, designs and blocks for binding, and all the incidental expenses of producing and publishing the said work (including the production of and plates, blocks or editions for the said United States of America or elsewhere out of the United Kingdom), it being agreed that a special charge of 5% on the said income is to be made by the said Hutchinson & Co to cover all establishment and travelling expenses allowances for bad debts, insurances, bookings, postages, packing and carriages, for which no other charge is to be made. After deducting the charges and expenses to be debited as aforesaid the balance of the said income shall be divided as follows: one-third of the said balance shall be paid to the said P.A.de Laszlo and Oakley Williams and the remaining two-thirds shall be retained by the said Hutchinson & Co for their own benefit.

7. All details as to the publication and advertising of the said work and the number and destination of free copies for review or otherwise shall be left to the sole discretion of the said Hutchinson & Co but the said Hutchinson & Co shall present the said P.A.de Laszlo and Oakley Williams with 6 copies of the said work on the day of first publication thereof.

8. The said P.A.De laszlo and Oakley Williams guarantee to the said Hutchinson & Co that the said new work as regards both the illustrations and text shall not in any way whatever be a violation or infringement of any copyright belonging to any other

party and that it shall contain nothing of a libellous character and that they and their legal representatives shall and will hold the Publishers harmless from all actions, claims and demands that may be taken against or made upon the said Hutchinson & Co on the ground that the said work is such a violation or infringement or that it contains libellous matter.

9. THE said Hutchinson & Co shall make up accounts of sales half yearly to the 30th day of June and the 31st day of December in each year and such accounts shall be rendered and settled by payment of the amount found due within three months after those dates respectively.

10. THE expression "Hutchinson & Co" as used throughout this Agreement shall be deemed to include the person or persons or Company for the time being carrying on the business of the said Hutchinson & Co whether under its present or any future style and the benefit of this Agreement shall be transmissible accordingly.

11. THE said Hutchinson & Co are to arrange that the photogravure engraver shall call on the said P.A. de Laszlo personally to take instructions regarding the reproductions of the pictures for the book also that proofs shall be submitted to the said P.A. de Laszlo for correction or revision before publication, but no exception is to be taken to the quality of the work if the reproduction is up to the specimens already submitted by the said Hutchinson & Co to the said P.A. de Laszlo. It is also agreed that if the said P.A. de Laszlo shall reject or withdraw a plate the cost of the plate is to be borne by the said P.A. de Laszlo and Oakley Williams except in the case of a plate which shall not be up to the quality agreed upon in which case the said P.A. de Laszlo and Oakley Williams shall not be under responsibility to make good such cost.

HUTCHINSON & CO.