

Box 3:6 Creative Arts Book Company

1986-92

Folder 2 of 2

86/97c

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

8 jan 86

Yoshiko:

Tried to call you back today but no answer. Anyway, I asked Don about the reprinting of Topaz today and he said it was already done, 2500 copies the same as the first printing. He says he just plain forgot to change the colors on the cover. He had to make a fast decision regarding reprinting of several titles all at once and it, Topaz, was just included in the package. Since it's a relatively small printing it won't matter a great deal, and he'll remember before the next printing to consult you about new cover colors. That's the story. The best part of it is that the book is going into further printings, which should make any author very happy.

Stay well,

*Barry*



YOSHIKO UCHIDA  
1685 Solano Avenue, No. 102  
Berkeley, California 94707

February 6, 1986

Barry Gifford  
Creative Arts Books  
833 Bancroft Way  
Berkeley, CA. 94710

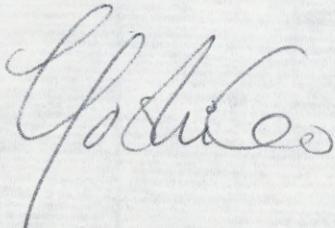
Dear Barry:

I'm delighted CA is going to reissue THE DANCING KETTLE. Unexpected revisions needed on a manuscript kept me from getting the enclosed contract copy to you sooner.

I've inked in red all new requests. Please call if we need to discuss anything. And please be sure all the additions included in my previous contract are included on this one.

I'll try to get the changes I'd like in the text to you before long.

All the best,



Encl:

B  
What does this mean?

I  
Hope not too many changes  
I don't think  
I can match  
The type

copy received - 1977  
M.G.V.

trade  
(hereinafter referred to as The Seller) for paperback reprint rights in book  
form of ~~JOURNEY TO TOPAZ~~ THE DANCING KETTLE

(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell trade paperback reprint editions of The Book in the English language throughout the following territory: the United States and Canada and the non-exclusive rights in all other countries except the British Commonwealth (excluding Canada). All other rights not specifically granted herein are reserved to the Seller.

2. while Buyer's editions remain in print The Seller agrees not to license any other party to publish editions of The Book in trade paperback form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, or for ~~publication in Anthologies~~ and/or School Readers. All requests for reprint permission will be forwarded promptly

3. The Buyer agrees to publish The Book no later than eighteen months after the date of this agreement, the term of which shall be for a period of seven years from the date on which The Buyer first publishes The Book. At the expiration of seven years from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. If The Buyer fails to keep The Book in print during the life of this agreement, and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder.

Upon such termination all rights granted under this agreement shall revert to the Seller.

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: \$250. \$400.\* Such advance shall be payable as follows: one-half upon signing hereof; and one-half upon first publication of the Book.

(b) On all copies sold, less returns, Buyer shall pay the following rate of royalties: seven and one-half percent (7½%)

of the retail price on all copies sold up to and including five thousand 5000 (10,000) copies and eight and one-half (8½%) of the retail price on all copies sold up to and including ten thousand (20,000) copies and ten percent (10%) of the retail price on all copies sold thereafter.

\* Barry: since there will be no artist's fee on this book & you now know my books earn back advances fairly quickly, I'd appreciate an increase here.

September 1

March 1

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on ~~September 1~~ for the period of ~~April 1~~ July 1 to ~~December 31~~ ~~September 30~~, and on ~~March 1~~ for the period of ~~October 1~~ ~~November 1~~ January 1 to June 30.

31 Statements need not be rendered unless royalties of at least ten dollars are due. Seller shall have the right to examine Buyer's books and records to determine the accuracy of statements rendered.

6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgment, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five per cent of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of The Book.

7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, Seller shall use counsel of its own selection.

of the hardcover trade edition

8. ~~The Buyer shall not change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations from the jacket or text of the hardcover edition.~~ The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations from the jacket or text of the hardcover edition. Seller will be consulted regarding illustration and color for the cover.

\*(provided Seller controls the necessary rights)

9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller, together with credit to Scribner's as the original publisher. Harcourt Brace Jovanovich \*

10. The Buyer agrees to present to The Seller ~~ten~~ ten copies of The Buyer's edition of The Book upon publication. Seller shall be permitted to purchase further copies for personal use at a discount of 40% from the retail price.

\* It was Harcourt Brace & Co. when the book was originally published

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

12 Feb 80

Yoshiko - Here's the contract(s).  
Sign ~~them~~<sup>all three</sup> and return two (including  
copy # A). Enclosed, too, is your marked up  
copy of the Topaz contract to check & see that  
all of your changes have been correctly  
incorporated.

Thanks,

Barry



# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Books • Life & Health Books

AGREEMENT made this 12 day of February, 1986,  
between Creative Arts Book Company of 833 Bancroft Way, Berkeley,  
California 94710 (hereinafter referred to as The Buyer) and Yushiko  
Uchida of 1685 Solano Avenue, #102, Berkeley,  
CA 94707 (hereinafter referred to as The Seller) for paper-  
back reprint rights in book form of THE DANCING  
KETTLE (hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell paperback reprint editions of The Book in the English language throughout the following territory:

*The world.*

2. The Seller agrees not to license any other party to publish editions of The Book in book form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, *anthologies and/or school readers. All requests for reprint permission will be forwarded promptly to the Seller.*
3. The Buyer agrees to publish The Book no later than eighteen (18) months after the date of this agreement, the term of which shall be for a period of seven (7) year(s) from the date on which The Buyer first publishes The Book. At the expiration of seven (7) year(s) from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. If The Buyer fails to keep The Book in print during the life of this agreement and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder. *Upon such termination all rights granted under this agreement shall revert to the Seller.*

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: Two hundred fifty dollars (\$250)

Such advance shall be payable as follows: *one-half upon signing hereof, and one-half upon first publication of the book.*

- (b) On all copies sold, less returns, The Buyer shall pay the following rate of royalties: seven and one-half percent (7½%) of the retail price on all copies sold up to and including five thousand (5,000) copies and eight and one-half percent (8½%) of the retail price on all copies sold up to and including ten thousand (10,000) copies and ten percent (10%) of the retail price on all copies sold thereafter.

*on individual stories you  
JE*

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on March 1 for the period of July 1 to Dec 31, and on September 1 for the period of January 1 to June 30. Statements need not be rendered unless royalties of at least ten dollars are due. *The Seller shall have the right to examine The Buyer's books and records to determine the accuracy of statements rendered.*
6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgement, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five percent (5%) of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed or given away to promote the sale of The Book.
7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, Seller shall use counsel of its own selection.
8. The Seller shall furnish The Buyer with ~~one (1)~~ one (1) copy of the hardcover trade edition of The Book upon signing of this agreement. The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations for the jacket or text of the ~~paperback~~ edition. *The seller shall be consulted regarding illustration and color for the cover.*
9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller. Credit will be given to either the original (Harcourt, Brace & Co.) publisher or to The Seller.
10. The Buyer agrees to present to The Seller ten (10) copies of The Buyer's edition of The Book upon publication.

WITNESS:

Barry [Signature]

WITNESS:

James C. Holt

THE BUYER  
CREATIVE ARTS BOOK COMPANY

BY

THE SELLER

BY

Goshileo Uchida  
Social Security No. 133-26-7281

trade  
(hereinafter referred to as The Seller) for paperback reprint rights in book form of ~~JOURNEY TO TOPAZ~~ **THE DANCING KETTLE**

*OK*

*Amended to affect for all required*

(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell trade paperback reprint editions of The Book in the English language throughout the following territory: the United States and Canada and the non-exclusive rights in all other countries except the British Commonwealth (excluding Canada). **All other rights not specifically granted herein are reserved to the Seller.**

*on individual stories*

2. **while Buyer's editions remain in print** The Seller agrees not to license any other party to publish editions of The Book in trade paperback form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, ~~or for excerpts in texts~~ **publication in Anthologies and/or School Readers. All requests for reprint permission will be forwarded promptly to Seller.**

*OK*  
*By you*

3. The Buyer agrees to publish The Book no later than ~~eighteen~~ **months** after the date of this agreement, the term of which shall be for a period of ~~seven~~ **years** from the date on which The Buyer first publishes The Book. At the expiration of ~~seven~~ **years** from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. **for a period of one year** If The Buyer fails to keep The Book in print during the life of this agreement, and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder.

Upon such termination all rights granted under this agreement shall revert to the Seller.

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: ~~\$250.~~ ~~1400~~ ~~\*~~ **NO \$ 250** Such advance shall be payable as follows: one-half upon signing hereof; and one-half upon first publication of the Book.

*OK*

(b) On all copies sold, less returns, Buyer shall pay the following rate of royalties: seven and one-half percent (7½%)

of the retail price on all copies sold up to and including ~~ten~~ **five** thousand ~~(10,000)~~ **5000** copies and eight and one-half (8½%) of the retail price on all copies sold up to and including ~~twenty~~ **ten** thousand ~~(20,000)~~ **10,000** copies and ten percent (10%) of the retail price on all copies sold thereafter.

*OK*

*\* Barry: since there will be no artist's fee on this book & you now know my books earn back advances fairly quickly, I'd appreciate an increase here.*

September 1

March 1

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on ~~February 1~~ for the period of ~~April 1~~ July 1 to ~~December 31~~ ~~September 30~~, and on ~~August 1~~ for the period of ~~October 1~~ ~~to March 31~~ January 1 to June 30.

31. Statements need not be rendered unless royalties of at least ten dollars are due. Seller shall have the right to examine Buyer's books and records to determine the accuracy of statements rendered.

6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgment, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five per cent of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of The Book.

7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, Seller shall use counsel of its own selection.

8. ~~The Buyer shall~~ of the hardcover trade edition ~~the Buyer with six copies of the hardcover edition of the book for his personal use.~~ The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations from the jacket or text of the hardcover edition. *Seller will be consulted regarding illustration and color for the cover.*

*JK*  
\*(provided Seller controls the necessary rights)

9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller, together with credit to Scribner's as the original publisher. *Harcourt Brace Jovanovich*

10. The Buyer agrees to present to The Seller ~~ten~~ <sup>ten</sup> copies of The Buyer's edition of The Book upon publication. Seller shall be permitted to purchase further copies for personal use at a discount of 40% from the retail price.

*JK*  
\* It was Harcourt Brace & Co. when the book was originally published.

(hereinafter referred to as The Book).

*Contract for J.W. Dancyup Kettle*  
*suggested additional changes*

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell trade paperback reprint editions of The Book in the English language throughout the following territory: the United States and Canada and the non-exclusive rights in all other countries except the British Commonwealth (excluding Canada). **All other rights not specifically granted herein are reserved to the Seller.**

2. **while Buyer's editions remain in print** The Seller agrees not to license any other party to publish editions of The Book in trade paperback form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, ~~or for excepts in texts or to grant permission~~ *for use of individual stories in Anthologies and/or School Readers. all requests*

3. The Buyer agrees to publish The Book no later than ~~months~~ *eighteen* after the date of this agreement, the term of which shall be for a period of seven years from the date on which The Buyer first publishes The Book. At the expiration of seven years from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall *for a* be permitted by The Seller to liquidate his existing stock. *period of* If The Buyer fails to *one year* keep The Book in print during the life of this agreement, and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder.

Upon such termination all rights granted under this agreement shall revert to the Seller.

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: **\$250. #400. (\*)** Such advance shall be payable as follows: one-half upon signing hereof; and one-half upon first publication of the Book

(b) On all copies sold, less returns, Buyer shall pay the following rate of royalties: seven and one-half percent (7½%) of the retail price on all copies sold up to and including ~~ten~~ *five* thousand (10,000) copies and eight and one-half (8½%) of the retail price on all copies sold up to and including ~~twenty~~ *ten* thousand (20,000) copies and ten percent (10%) of the retail price on all copies sold thereafter.

*(\*) Since there will be no artists fee on this book + you know advances are recouped fairly quickly, I'd appreciate an increase here to \$400.*

*Write this in black ink*

*250  
+ 150  
400*

*for reprint permission of funds provided by Seller*

*in individual stories*

*net 1/24/70  
Bal 3/29/70*



(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell trade paperback - reprint editions of The Book in the English language throughout the following territory:

the United States and Canada and the non-exclusive rights in all other countries except the British Commonwealth (excluding Canada). All other rights not specifically granted herein are reserved to the Seller.

*Please be sure this is included*

2. while Buyer's editions remain in print The Seller agrees not to license any other party to publish editions of The Book in trade paperback form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, or for ~~except in text~~ *to grant permission for use in individual stores in Antologies and/or School Readers.*

3. The Buyer agrees to publish The Book no later than ~~months~~ <sup>eighteen</sup> months after the date of this agreement, the term of which shall be for a period of seven years from the date on which The Buyer first publishes The Book. At the expiration of seven years from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. If The Buyer fails to keep The Book in print during the life of this agreement, and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder.

Upon such termination all rights granted under this agreement shall revert to the Seller.

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: \$250. Such advance shall be payable as follows: one-half upon signing hereof; and one-half upon first publication of the Book

*425 net 1/24/84  
Bal 3/2/85*

(b) On all copies sold, less returns, Buyer shall pay the following rate of royalties: seven and one-half percent (7½%)

of the retail price on all copies sold up to and including <sup>five</sup> ten thousand (10,000) copies and eight and one-half (8½%) of the retail price on all copies sold up to and including <sup>10,000</sup> twenty thousand (20,000) copies and ten percent (10%) of the retail price on all copies sold thereafter.

*7½% - 4th 5,000 cop  
8½% - 5th 10,000*

*Since there will be no artist fee on this book, can this be increased to \$400. + know how that my lbs sell,*

September 1

March 1

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on ~~February 1~~ for the period of ~~April 1~~ July 1 to ~~December 31~~ ~~September 30~~, and on ~~August 1~~ for the period of ~~October 1~~ ~~November 1~~ ~~December 31~~ January 1 to June 30.

31. Statements need not be rendered unless royalties of at least ten dollars are due. Seller shall have the right to examine Buyer's books and records to determine the accuracy of statements rendered.

6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgment, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five per cent of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of The Book.

7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, Seller shall use counsel of its own selection.

of the hardcover trade edition

8. ~~The Seller shall furnish the Buyer with the book in the trade edition of the book upon which the price is based.~~ The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations from the jacket or text of the hardcover edition. \* Seller will be consulted on covers and titles for cover.

\*(provided Seller controls the necessary rights)

9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller, together with credit to Scribner's as the original publisher. *Harcourt Brace*

10. The Buyer agrees to present to The Seller ~~ten~~ copies of The Buyer's edition of The Book upon publication.

Seller shall be permitted to purchase further copies for personal use at a discount of 40% from the retail price.

April 7, 1986

Barry Gifford  
Creative Arts Books  
Berkeley, CA.

Dear Barry:

Enclosed is HBJ's written OK re THE DANCING KETTLE which finally arrived today!

Also enclosed are:

- All three copies of the contract. Please initial the additional phrase on p.1 which we discussed earlier and return one copy to me.
- Copies of reviews from 3 good sources which can be quoted in the catalog and on the cover.
- Copies of the pages in the text and jacket which I'd like minor changes to be made. Without these changes, the text could sound rather dated. I think the preface is still OK. What do you think?

I'll be out of town May 17-June 7, so if there's anything we need to discuss before then, please let me know right away.

I'll look forward to receiving back my copy of the contract and my advance of \$125. at your early convenience.

All the best,

*B. called  
not till after  
4/23*

Encl:

*P.P. Please note enclosed memo to Ben  
& pass on to him. Thanks - Y.*

4-7-86

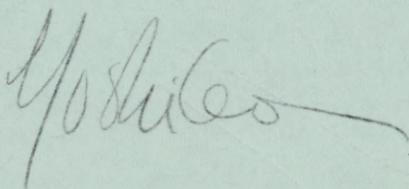
MEMO

TO: Don  
FROM: Yoshiko

I think we should use one of the inside illustrations in THE DANCING KETTLE (Perhaps the one for MOMOTARO) for the cover rather than the present jacket which depicts an English teapot rather than a Jpnse kettle. I've never liked the jacket and would like to talk to you about this .

Also, I still think we should change the color of the SAMURAI cover when it's due for reprint.

Please let me know when we can discuss this. I'll be out of town May 17 - June 7.



P.S. I'd appreciate receiving my statement and check which was due March 1. Thanks.

4-7-86

MEMO

TO: Don Ellis

FROM: Yoshiko Uchida

Please let me know when we can discuss a change in color for the cover of SAMURAI OF GOLD HILL before it is reprinted.

Also, I'd like to discuss a different cover for THE DANCING KETTLE, <sup>(\*)</sup> perhaps using one of the inside illustrations.

I'll be out of town May 17-June 7. Please call soon if we need to meet before then. Thanks. 524-1152.

*Yoshiko*

<sup>(\*)</sup> The present jacket depicts an English seaman, not a Japanese Kettle, & I've never liked it!

P.S. I haven't yet received my statement & check due March 1,  
4.

4-7-84

Barry -

Here are some good quotes  
for the DK back cover -

catalog copy - from  
The New Yorker, The New Times  
& Sat. Rev. of Lit

YU.

Barry -

These are the changes I'd  
like made in the <sup>DK</sup> text (jacket)  
to make it more acceptable  
to today's librarians, teachers  
& children.

YU

4/7/84

YOSHIKO UCHIDA

1685 SOLANO AVENUE, NO. 102  
BERKELEY, CALIFORNIA 94707

(415) 524-1152

copy to Barry G. 4/8/86

February 14, 1986

Mrs. Patrice M. Jones  
Permissions Dept.  
Harcourt Brace Jovanovich, Inc.  
Orlando, Florida 32887

Dear Mrs. Jones:

I am writing today in regard to my book THE DANCING KETTLE which HBJ published in 1949. Copyright renewal was made in my name in 1976 and when the book went out of print, all rights reverted to me in 1982.

Now a small press in Berkeley, Creative Arts Book Co., would like to reissue a trade paperback edition, but will do so only if there are no offset fees involved.

I am very anxious to make my book available again to children, and would like to request that Harcourt Brace Jovanovich waive any offset fee, so Creative Arts can reissue my book.

A similar waiver was granted by Scribners for two other books of mine, and I hope HBJ will do so as well.

Since Creative Arts hopes to publish the book this September, time is very short, and I would appreciate it very much if you could reply by return mail.

If the above request is agreeable to you, please sign the enclosed copy of my letter and return it to me in the SASE.

Many thanks.

Sincerely,

*Yoshiko Uchida*

Encl:

Above waiver of offset fee is granted:

Signed: *Kathryn Naughton* Date: 4/28/86

For Harcourt Brace Jovanovich, Inc.

Kathryn Naughton

Assistant Manager, Copyrights and Permissions Department

# CREATIVE ARTS PRINTING

FRONT COVER COPY THE DANCING KETTLE

THE DANCING KETTLE  
And Other Japanese Folk Tales  
by Yoshiko Uchida

SPINE COPY:

THE DANCING KETTLE Yoshiko Uchida Creative Arts  
(with logo at bottom)

BACK COVER COPY:  
ISBN 0-88739-014-5

PRICE?

THE DANCING KETTLE Yoshiko Uchida

Here are fourteen authentic folk stories, retold with humor and charm, which will delight children and those who read and tell stories to them. All of these tales were related to Yoshiko Uchida in her own childhood, and she now shares her pleasure in them through the years with the children of today. Included are <sup>such</sup> lively stories *as* of "The Wedding of the Mouse," "Isun Boshi, the One-Inch Lad," "The Eight-Headed Dragon," "The Rabbit and the Crocodile" and "The Dancing Kettle," among many others.

"The stories possess dramatic quality, humor and a gently insinuated doctrine of human kindness and generosity... Their imagery is concerned with humble and with royal beings, with monsters and with gods that walked the earth like men... The lively line drawings are the work of an artist who has lived in Japan." } --New York Times

"...genial and enthralling." --The New Yorker

(over)

833 Bancroft Way • Berkeley, California 94710 • 848-4777



*proofed  
7/30/86*

*95  
6*

*S*

*S ?*

*6/16/86*

*note:*

*Don: It was great sign  
B. last wk on Thursday  
May nice bles which I'm  
enjoy. Stop sig to try  
keep it!  
Euland: my vision & back cover*

BACK COVER COPY CONTINUED:

"Atmosphere and background are subordinated to the story. This and their smooth continuity will make them a good choice for a storyteller. ~~Because almost all of the older collections of Japanese folktales are now out of print~~ this is an important book." --Saturday Review

*This statement was made in 1949 so better delete*

Creative Arts Book Company  
833 Bancroft Way  
Berkeley, CA 94710

Winner of the Bay Area Book Reviewers Award for Children's Literature for Happiest Ending, Yoshiko Uchida is the foremost Japanese-American woman writer alive today. Her many other books include Journey To Topaz, Journey Home, Samurai of Gold Hill and Desert Exile. She lives in Berkeley, California.

→ Goes below author's bio.

*add?*

*"a delightful tale... told in a simple & compelling way... perfect material for storybook - library journal"*

*after checking the back covers of Samurai & Journey, it seems to me ~~the~~ ~~the~~ ~~excerpts~~ ~~should~~ ~~be~~ ~~brief~~ that briefer ~~excerpts~~ quotes would be more effective. ~~and~~ ~~that~~ Then we could also add the <sup>copy</sup> library journal quote, ~~it~~ (lead in the catalog) which ~~I think~~ would appeal to librarians. Since this repeats some of Sat. Rev. quote, maybe ~~it~~ <sup>it</sup> could simply be <sup>referred to</sup> "... this is an important book" ~~SR~~.*

*Id like to know the ~~what~~ colors ~~did~~ you & the art dir. decide on for the cover. =>*

## The Dancing Kettle

Before long he was sound asleep.

Suddenly the kettle began to wiggle! Out popped a head on top. Then out came two arms, and finally two legs. With a ~~ker-plunk~~ it jumped right off the table and began to dance around the room.

big  
thud

Just then, two other priests of the temple happened to be walking by. They tapped on the old priest's door, but, hearing no answer, pushed the sliding doors open just a tiny bit. As they peered into the room what did they see but a kettle with arms and legs dancing around the sleeping priest!

"Wh-what is this? What has happened to the kettle?" shouted one of the priests.

"Get up, sir! Get up!" shouted the other to the old priest.

The old priest grunted and shook the sleep from his eyes.

"What is all this noise? What is the trouble, my friends?" he asked.

"Look at your kettle! It's walking! It's dancing! Why, it must be haunted!" they exclaimed.

The old priest rubbed his eyes and looked at the table, but now the kettle was back in place just as it had been before.

"Ho, ho, my young friends," laughed the priest.



## The Dancing Kettle

**you** know that I can dance and sing and do all sorts of **fancy** tricks?"

"Did you say you can dance and sing and do tricks?" **asked** the junkman. "Why, we could start a little theater **out** in the streets. People would pay money to see a tea-**kettle** that can dance, and then I would be able to feed **you** well, and take very good care of you too. What do **you** think of that?"

"A fine idea! A lovely idea! Here, I will dance for **you** right now," said the kettle, and with a clinkety-clank and a skip <sup>and a</sup> ~~step~~ hop it pranced about the junkman as he sang and clapped his hands.

The kettle and the junkman worked together for many days and at last they were ready to open their little street theater. The junkman pasted signs and posters about the streets of the town, telling everyone to come to see the dancing kettle. Then at night he stood beside his little theater shouting, "Come one, come all! See a teakettle that can dance and sing! Come see a kettle that can do tricks!"

Soon little children and their mothers and fathers, and sisters and brothers, and aunts and uncles, and grandmothers and grandfathers came streaming out to see the kettle dance and sing. The children laughed and clapped their hands in glee as the kettle danced about the little

## THE OLD MAN WITH THE BUMP



**L**ONG, long ago, there lived an old man who had a large bump on his right cheek. It grew larger and larger each day, and he could do nothing to make it go away.

"Oh, dear, how will I ever rid myself of this bump on my cheek," sighed the old man; and though he went from doctor to doctor throughout the countryside, not one of them could help him.

"You have been a good and honest man," said his wife. "Surely some day there will be someone who can help you."

And so, the old man kept hoping each day that this "someone" would come along soon.

Now one day the old man went out into the hills to collect some ~~faggots~~ for his fire. When the sun began to dip behind the hills, he strapped a large bundle of



MOMOTARO: BOY-OF-THE-  
PEACH



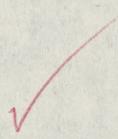
**O**NCE long, long ago, there lived a kind old man and a kind old woman in a small village in Japan.

One fine day, they set out from their little cottage together. The old man went toward the mountains to cut some firewood for their kitchen, and the old woman went toward the river to do her washing.

When the old woman reached the shore of the river, she knelt down beside her wooden tub and began to scrub her clothes on a round, flat stone. Suddenly she looked up and saw something very strange floating down the shallow river. It was a ~~big, big~~ peach; bigger than the round wooden tub that stood beside the old woman.

*an enormous*

Rumbley-bump and a-bumpety-bump . . . Rumbley-bump and a-bumpety-bump. The big peach rolled



*The Dancing Kettle*

Ogre Island!" he said to them happily.

And they all answered, "You are a kind and brave lad, and we thank you for making our land safe once again."

Then Momotaro went back to the home of the old man and woman with his arms full of jewels and treasures from Ogre Island. <sup>so</sup> ~~My~~, <sup>but</sup> the old man and woman were glad to see him once again, and the three of them lived happily together for many, many years.

## THE TONGUE-CUT SPARROW



**T**

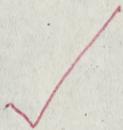
HERE once lived a kind old man who had a very wicked and greedy wife. They lived alone except for a little pet sparrow which the old man kept in a cage in the kitchen.

One day the old man went into the woods to collect faggots for the fire while the old woman did her washing outside by the well. After she had scrubbed all her clothes, she went back into the house for the starch which she had made and left in the kitchen. But when she looked at the bowl in which she had left the starch, she found it empty.

"Who has stolen my starch?" cried the old woman angrily. "What wicked person has taken every bit of the starch I made for my nice clean clothes?"

The little sparrow heard the old woman shouting and called out, "What is it, old woman? What are you look-

*Kindling*



### *The Dancing Kettle*

"And I will sew him some tiny clothes," said his mother.

The man and woman took good care of their little boy, and he was a healthy, happy child even though he never grew much taller. Although Isun Boshi was very small, he could do many things to help his mother and father. He helped his mother find the pins and needles which dropped out of her sewing basket; and he often went out to the woods with his father to gather ~~faggots~~<sup>5</sup> for the kitchen stove. He picked up all the tiny twigs which they used to start the fire, and carried them home in a little bundle on his back. His mother and father often said to each other, "My, what a good and helpful son we have!"

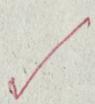
Kindling

One day when Isun Boshi was fifteen years old, he came to his parents and said, "Mother and Father, now that I am fifteen, I wish to go to Kyoto, the capital of our country, and become a great person. Please say that I may go," he pleaded.

"Kyoto is a big, big city, my son," said his father.

"And it is far from home," added his mother. They both shook their heads and opened their lips to say no, but little Isun Boshi begged so hard that at last they gave their consent.

His mother took a long, slim needle from her sewing



*Isun Boshi, the One-Inch Lad*

basket and slipped it into the hollow of a piece of straw. "Here is a sword and scabbard for you, my son," she said, as she tied the needle and straw about Isun Boshi's waist. "You may need this to protect yourself some day."

Then his father hurried to the cupboard and brought down a little red lacquer soup bowl, and a pair of bamboo chopsticks. "Look at the fine boat I have found for you, Isun Boshi!" he exclaimed. "And a fine pair of oars to go with it!"

Isun Boshi was so excited he could hardly eat his supper that evening, and all through the night he dreamed of the long journey he would start on the following day. When the sun had just begun to ~~peep~~ <sup>rise</sup> over the rooftops of the village of Naniwa, Isun Boshi was up and ready to start off. With his sword at his side and a lunch tucked under his arm, Isun Boshi was ready to leave. His mother and father walked with him to the edge of the Yodo River to watch him sail off for the city of Kyoto.

"Good-bye, Mother! Good-bye, Father!" called Isun Boshi. "I shall send for you both soon." Then he jumped into the little red bowl and began to pull on the oars. Soon he felt himself sailing away from the shore, and his little boat went bobbing out over the blue water.

"Good-bye, son!" called his father.

"Be careful, little Isun Boshi," called his mother.

ist,  
C.  
ch  
ry

as  
3-  
ly  
v.  
w  
d  
d  
ll  
e

*The Dancing Kettle*

“Heave ho, heave ho! To the capital I will go!” sang Isun Boshi, as he rowed further and further away from the two small figures standing at the water’s edge. And so Isun Boshi was off on his long journey. All day long he rowed under the smiling sun, and when night fell, he pulled his boat in among the tall green reeds that lined the shore. Slowly his head began to nod, and soon he was dreaming of his home in Naniwa. Only the big full moon that ~~peeped~~ <sup>looked</sup> down among the reeds knew that little Isun Boshi slept there in a tiny red soup bowl.

Each morning Isun Boshi rose with the sun, and rowed closer and closer to the capital. One day, as he was rowing along, he saw black clouds scowling at him from a dark sky. Before he could row for the shore the wind began to blow; big drops of rain came tumbling down, and the river swirled angrily with foaming waves and whitecaps. Whish! Whish! His little bowl rolled and tossed from one side to the other! With all his might, Isun Boshi tried to steer his boat toward the shore, but the wind pitched it about like a small red leaf. “Help! Help!” cried Isun Boshi, but no one answered. The wind just howled louder and louder, and the waves lashed out angry wet fingers at the little red boat. Isun Boshi was about to give up all hope when suddenly he looked up and saw a boat loaded with kindling wood coming to-

*The Dancing Kettle*

man, and then set off to see the big city. My, but there were so many long legs striding down the street! Clop-clop, clop-clop, went the sound of hundreds of wooden *getas* along the cobbled street. Little Isun Boshi had to leap from space to space to keep from being trampled upon. He had never seen so many people before!

looked Isun Boshi ~~pecked~~ into every doorway with his eyes shining and wide open. Here was a shop selling tiny bright-hued fish swimming about in crystal clear bowls; here was another selling beautiful silken *kimonos* and bright *obis* flecked with gold and silver threads; and here was still another selling row upon row of gleaming rice bowls, tiny teacups, and shiny lacquer trays. Such wonderful sights he had never seen!

Before he knew it, he had wandered straight to the gateway of a beautiful mansion in the middle of the city. It was the home of one of Kyoto's greatest nobles. Isun Boshi squeezed through one of the crevices in the tall wooden fence that surrounded the large house, and found himself in a lovely green garden. There was a large pond in the center, with a little red footbridge that curved its way over the smooth water. Isun Boshi laughed happily and ran over the little bridge. This brought him to a neat path of flagstones which led up to the low veranda of the house.

### *The Dancing Kettle*

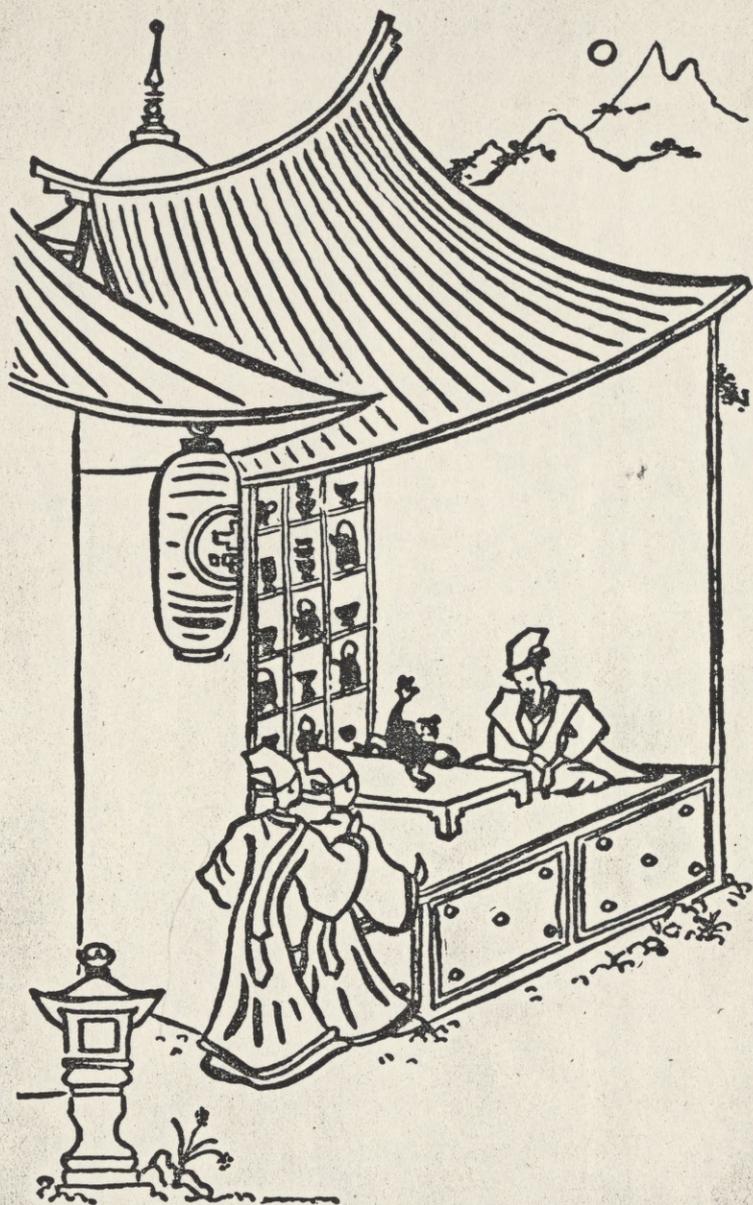
the noble kindly. "I will grant you your wish. You shall stay with me and be one of my followers!"

Isun Boshi was so happy he could only murmur, "Thank you, sir, thank you very, very much!"

And so Isun Boshi became a member of the noble's household, and before long he was everyone's favorite. The noble's beautiful daughter, Haru Hime, which means Princess of Spring, taught Isun Boshi how to read and write each day, so that he could become a great scholar. In return, he helped the princess in many little ways, just as he used to help his mother in Naniwa. Everyone in the noble's mansion came to love Isun Boshi dearly, for he worked hard, studied hard, and kept everyone happy with his cheerful ways. And so Isun Boshi spent several happy years in the home of the great noble.

One beautiful spring day, the princess called Isun Boshi and all her handmaids about her, and said gaily, "We cannot stay home on such a lovely day. Come along, let us all go out to the park!" There was a scurry for parasols and kerchiefs, and soon a procession started out the garden gate. All the handmaids clustered about the princess, holding their parasols high to shield her from the sun, while little Isun Boshi ran along at her feet.

When they reached the park, Isun Boshi saw beautiful flowers and cherry blossoms everywhere. "Some day I



Y  
H  
H

H  
38

## THE DANCING KETTLE



HIGH up in the wooded hills

of Japan, there once lived a priest in a beautiful old temple. He was a good and kindly man, and was known for his love of beautiful things. He liked especially to collect teacups and kettles, and used them often in performing the formal tea ceremony.

One day he discovered a particularly beautiful teakettle and brought it back to the temple with him.

"My, but it is lovely," he murmured as he stroked the smooth sides of the kettle. He placed it carefully on a small teakwood table, and sat back on a little cushion on the *tatami* to admire its shape and beauty.

As the old priest sat in the sunny little room looking at his precious new kettle, his head slowly began to nod . . . nod . . . nod . . . Outside, the tall pine trees swayed in the breeze and whispered softly to the priest.



OK - proofed 1/30/86

In Creative Arts

6/19/86

J

Yoshiko Uchida was born in Alameda, California and grew up in Berkeley, the locale of her recent trilogy, A JAR OF DREAMS, THE BEST BAD THING, and THE HAPPIEST ENDING. She earned her BA with honors from the University of California, Berkeley, and has a Masters in Education from Smith College.

She began writing when she was ten years old, creating small books out of brown wrapping paper in which to write her stories. She is now the author of twenty-five published books for young people and has won many awards for her work, including a Distinguished Service Award from the University of Oregon.

Her published work for adults includes many articles and short stories as well as a novel, PICTURE BRIDE, and a non-fiction book, DESERT EXILE, which tells of her family's World War II <sup>internment</sup> experiences when they were among the 120,000 Japanese Americans imprisoned by the US government.

Although many of her earlier books were about Japan and its young people, (including three collections of Japanese folk tales, THE DANCING KETTLE, THE MAGIC LISTENING CAP and THE SEA OF GOLD), <sup>7 delish?</sup> her recent work focuses on the Japanese American experience in California.

She says of her work, "I hope to give young Asians a sense of their own history, but at the same time, I want to dispel the stereotypic image held by many non-Asians about the Japanese Americans and write about them as real people. I also want to convey the sense of hope and strength of spirit of the 1st generation Japanese Americans. Beyond that," she adds, "I want to celebrate our common humanity."

Dear Yoshiko-

8/8/86

These people called and are interested in buying your books - They currently have the titles which we published and are interested in the other books which you do.

Perhaps you could give me a list of titles and where they are published - or send it directly to them - I'd appreciate the hand.

Sincerely -

James

ANSWORTH Novelties  
L-91 OAKRIDGE Rd  
Londonderry NH 03053  
(603) 882-1120

Richard or Christine

✓ 8/9/86

Ch. told me a  
bit & in ordering my other titles  
I'm delighted - Please see  
back & bio for current book in  
print.  
also Des. Ed.  
HLE - may still be - print  
HBJ, Orlando, Fla.

sent bio

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

October 27, 1986

Debbie Bergeson  
Contracts Dept.  
Harcourt Brace Jovanovich  
Orlando, Florida 32887

Dear Ms. Bergeson:

I am writing on behalf of Yoshiko Uchida, author of THE MAGIC LISTENING CAP. She wishes to have the rights of this book reversed back to her, if the book is in fact out of print. THE MAGIC LISTENING CAP is a collection of childrens stories published by HBJ in the Voyager edition.

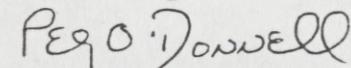
Yoshiko would appreciate immediate attention to this request. If said title is out of print then she would ask for a letter stating reversal of rights as soon as possible.

You can send any correspondence to her at:

Yoshiko Uchida  
1685 Solano Ave. #102  
Berkeley, CA 94707  
(415) 524-1152

Thank you for researching this inquiry.

Sincerely,



Peg O'Donnell  
Sales Manager





10/24/88

Dear Yoshiko:

Here is the ad I put together for the PACIFIC CITIZEN. I'm aiming at having it run in the Nov. 11th and Nov. 18th issues. I hope it meets with your expectations. I took your suggestion and gave a little discount and free freight (postage included).

Thanks for submitting the copy- it helped tremendously.

Hope you're well as we move into the holiday season.

Always,  
PJG

GRACES SKO  
DISTAFF LIBERT



**Creative Arts Book Company** is proud to publish  
 Five Children's Classics by **YOSHIKO UCHIDA**  
**JACL'S JAPANESE AMERICAN OF THE BIENNIUM**  
 in the Field of Arts, Literature and Communications 1988

- JOURNEY TO TOPAZ**—The moving story of one family's  
 World War II internment.  
*ALA Notable Book*  
*California Recommended Reading List* 7.95
- SAMURAI OF GOLD HILL**—A young boy's coming of age with  
 the Wakamatsu Colony.  
*California Commonwealth Club Medal* 5.95
- Three Collections of Yoshiko Uchida's favorite Japanese folk tales.  
*Two California Recommended Reading List titles.*
- THE DANCING KETTLE** And Other Japanese Folk Tales 6.95
- THE MAGIC LISTENING CAP** More Folk Tales from Japan 6.95
- THE SEA OF GOLD** And Other Tales from Japan 7.95

These books should be in every school library and Japanese American home.



**ALL FIVE BOOKS** can be ordered  
 now for Christmas, at the special  
 price of **\$30.00** (postage included).  
 Send this ad with Check or Money  
 Order to: Creative Arts Book Co.  
 833 Bancroft Way  
 Berkeley, CA 94710  
 (415) 848-4777



Postage for single or 2 or 3 cop?  
 handling }  
 Tax  
 \$300 for 2 abs. 11/11+18/88

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

October 31, 1986

Yoshiko Uchida  
1685 Solano Ave. #102  
Berkeley, CA 94707

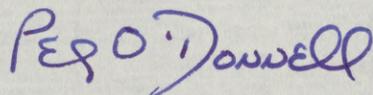
Dear Yoshiko:

I'm enclosing a copy of the letter that I sent to Harcourt last week, requesting reversal of rights on MAGIC LISTENING CAP.

I spoke with Barbara Fisch in San Diego and she said it was out-of-print and that they did not intend to reprint it. So, we'll proceed accordingly. It will take approximately 4 weeks before you hear from the folks in Orlando, but Don wants to get it in the works now, meaning the catalogue.

What we need at this point is a copy of the book and one of SEA OF GOLD, in the event MAGIC LISTENING CAP falls through. We will undoubtedly want to publish SEA OF GOLD at some point and having a copy of it would be in preparation of this. If you are out and about and can drop these off I'd appreciate it. If not, give me a call and I'll swing by and get them. This letter is due to my not being able to reach you by phone on Friday.

Sincerely,



Peg O'Donnell  
Sales/Editorial



November 14, 1985

Don Ellis, Publisher  
Creative Arts Book Co.  
833 Bancroft Way  
Berkeley, CA. 94710

Dear Don:

As per our telephone conversation of yesterday, I am sending you a copy of Donald Carrick's letter of November 8th.

I realize that you were as astonished as I to learn that Mr. Carrick never received his \$150. fee or mailing ~~costs~~ for his kind and generous permission to use his art.

As I mentioned, I wrote to you on 3/24/85 reminding you to send this fee, so someone apparently slipped up badly.

I am very distressed about this lapse and know you will take care of this matter immediately.

All the best,

cc: Donald Carrick

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

November 21, 1986

SEND

Ati Forberg  
115 State St.  
Brooklyn, NY 11201

ATI Forberg

Dear Ati:

Enclosed please find 3 copies of SAMURAI OF GOLD HILL and a check in the amount of \$100.00. Both come with our apologies for such a long delay. Quite simply it was overlooked.

It is our hope that you will accept our apology and wish you continued success with your art.

Sincerely,

*Peg O'Donnell*

Peg O'Donnell  
Sales/Editorial

enc: complimentary copies and check

Sumitomo Bank of California  
OAKLAND OFFICE  
400 TWENTIETH STREET, OAKLAND, CALIFORNIA 94612



CREATIVE ARTS PRINTING/BOOK CO.

833 BANCROFT WAY 848-4777  
BERKELEY, CA 94710

16760

*Nov. 21 1986* 11-204  
1210

PAY  
TO THE ORDER  
OF

*One hundred and no/100*

DOLLARS \$ *100<sup>00</sup>*

*Ati Forberg*

*Don S. Ellis*

⑈016760⑈ ⑆121002042⑆ 007007666⑈70

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

November 21, 1986

SEND

Donald Carrick  
Box 1181  
Edgartown, MA 02539

Dear Donald:

Enclosed please find 3 copies of Journey to Topaz and a check in the amount of \$150.00. Both come with our apologies for such a long delay. Quite simply it was overlooked.

It is our hope that you will accept our apology and wish you much success with your art.

Sincerely,

*Peg O'Donnell*

Peg O'Donnell  
Sales/ Editorial

enc.: complimentary copies and check

Sumitomo Bank of California  
OAKLAND OFFICE  
400 TWENTYFIFTH STREET, OAKLAND, CALIFORNIA 94612



CREATIVE ARTS PRINTING/BOOK CO.

833 BANCROFT WAY 848-4777  
BERKELEY, CA 94710

16759

PAY  
TO THE ORDER  
OF

*One hundred fifty and no/100*

DOLLARS \$

*150*

*Nov 21 1986*

11-204  
1210

*Donald Carrick*

*Ann B. Fuller*

⑈016759⑈ ⑆121002042⑆ 007007666⑈70

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

December 1, 1986

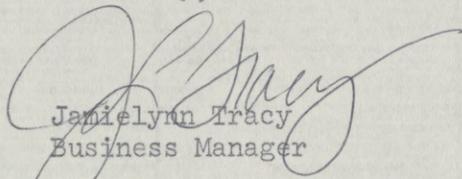
Yoshiko Uchida  
1685 Solano Ave  
Berkeley, CA 94707

Dear Yoshiko

Enclosed please find the contract for THE MAGIC LISTENING CAP.  
There are three copies and we would like you to sign all three, keeping  
one for your records and returning the other two to us.

We look forward to continued success with your books.

Sincerely,

  
Jamielyn Tracy  
Business Manager  
encl

*DK in Chron Ch Bks listing*

*Dm - Correction needed clause 2 "reorders" to "Readers"*

*- 4 (a) - "of the retail price" needs to be added  
after 10%*

*- 6- Explain who are affiliate or distributors? - like Bl People  
Baker Taylor*

*- Instead of ask'g all 3 for initials - do it when I see  
the cover sketches -*

*ret. Tues 12/16*  
*mm*

*DK,  
Sun  
Chron*



(For M.L. Cap) (1/20/84)

Clause 8 -

delete (on the text of the)

also - copyright art for me.

(They'll ~~do~~ copy right art)

- Advance \$1000 - \$500 ~~to~~ 1/87  
\$500 input

- flat 10% royalty for all copies.

---

Peg - { Catalog Copy  
checks for artists .

copy  
*orig in hand  
contract file*

AGREEMENT made this 1st day of December, 1986,  
between Creative Arts Book Company of 833 Bancroft Way, Berkeley,  
California 94710 (hereinafter referred to as The Buyer) and  
Yoshiko Uchida of 1685 Solano Ave Berkeley CA 94707  
(hereinafter referred to as The Seller) for  
paperback reprint rights in book form of THE MAGIC LISTENING CAP  
(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell PAPERBACK reprint editions of The Book in the English language throughout the following territory:

The world

2. The Seller agrees not to license any other party to publish editions of The Book in book form, except that this shall \*or individual not limit The Seller's right to license The Book\* for magazine and/or stories newspaper publication., anthologies and/or school recorders. All requests for reprint permission will be forwarded promptly to the seller.
3. The Buyer agrees to publish The Book no later than eighteen months (18) after the date of this agreement, the term of which shall be for a period of seven (7) year(s) from the date on which The Buyer first publishes The Book. At the expiration of seven (7) year(s) from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. If The Buyer fails to keep The Book in print during the life of this agreement and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder. Upon such termination all rights granted under this agreement shall revert to the seller. *Readers you DC*
4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: one thousand (1000.00) dollars  
Such advance shall be payable as follows:  
five hundred (500.00) upon the signing hereof  
five hundred (500.00) upon publication the the book. *#500 rec'd 2/19/87*  
(b) On all copies sold, less returns, The Buyer shall pay the following rate of royalties:  
ten (10%) percent on all copies sold. *#500 rec'd 4/11/87*

*of the retail price you DC*

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on March 1 for the period of July 1 to December 31, and on September 1 for the period of January 1 to June 30. Statements need not be rendered unless royalties of at least ten dollars are due. The Seller shall have the right to examine the Buyers books and records to determine the accuracy of statements rendered.
6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgement, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five (5%) percent of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed or given away to promote the sale of The Book.
7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, The seller shall use counsel of her own selection.
8. The Seller shall furnish The Buyer with one copy (1) copies of the hardcover trade edition of The Book upon signing of this agreement. The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations for the jacket ~~xxx~~ *of the go* paperback edition. The Seller shall be consulted regarding illustration and color for the cover.
9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller. Credit will be given to either the original publisher or to The Seller. The buyer agrees to copyright the illustrations for Yoshiko Uchida.
10. The Buyer agrees to present to The Seller ten (10) copies of The Buyer's edition of The Book upon publication.

WITNESS:

THE BUYER

*Don Ellis*  
*G.A. signatures*

HBJ

**HARCOURT BRACE JOVANOVICH, INC.**

ORLANDO, FLORIDA 32887 TELEPHONE: 305-345-2000 TELEX: 568373

1/10/87  
sent Reg (CA)  
copy of  
agreement.

January 5, 1987

Ms. Yoshiko Uchida  
1685 Solano Avenue, #102  
Berkeley, California 94707

Dear Ms. Uchida:

We are pleased to enclose herewith our formal reversion of rights letter for your work THE MAGIC LISTENING CAP. If all seems in order, please sign all copies of the letter and return one fully signed copy to my attention at the above address for our files.

Sincerely,

*Deborah Bergeson*

Deborah Bergeson  
Contract Department

1/24/87

# The Magic Listening Cap

www.dreamtime.com  
www.dreamtime.com





Ellis & Company Publishers  
833 Bancroft Way, Berkeley, California 94710  
415/848-4777

2/13/87

Joshua -

I gave Dancing Queen  
to Mimi Lubermann, a  
friend; see what her  
son did for school, (enc.)

my best

Don (the slow  
payer)



April 9, 1987

CREATIVE ARTS BOOK COMPANY  
833 Bancroft Way  
Berkeley, California 94710-2287

Dear Sirs/Mesdames:

Thank you very much for sending us two copies of Yoshiko Uchida's "The Magic Listening Cap."

The Franklin D. Murphy Library is just about ready to open its special Children's Room soon, and your gift was much appreciated.

Ms. Uchida's body of works forms a very important part of what we are trying to accomplish at the Japanese American Cultural and Community Center--namely to preserve our Japanese American heritage and to focus interest on Japanese culture for Americans of varying backgrounds in order to foster closer and more amicable relations between Japan and the United States.

Your kind support is very much appreciated.

Sincerely yours,

Kats Kunitsugu  
Director

FRANKLIN D. MURPHY LIBRARY

8/87

Marilyn Jacobs

For reprint of old title at  
Dutton -

she gets \$4500 advance  
10% roy.

on printing = 7500 cop.

---

Publishers are interested in  
back list titles.



September 15, 1987

Yoshiko Uchida  
1685 Solano Ave. #102  
Berkeley, CA 94707

Dear Yoshiko:

In preparing our Spring catalog I pulled together some copy for SEA OF GOLD. I'd appreciate your taking a look at it and adding or deleting where you see fit. We'll have a box at the top of the page with bio material on you. On the opposite page will be copy on the other four titles we've published by you. I need final copy by October 1st. You can drop something in the mail or call me with changes- whatever is easiest for you.

Finally, we'd love any ideas you might have for the cover. If you want to get together some time next month that's fine. You might in the meantime scout ideas, colors etc. I have a copy of the Gregg edition and there might be an illustration we could use from there. Let me know your thoughts on this, if any.

I hope you're health and spirits are up.

Best always,

*Peg*  
Peg O'Donnell  
Editorial Production Mgr.

*50 up. u  
22H.*

*9/24/87*  
- get permission for art? *she'll call Edith Solak*  
\* add California Recommended Read List  
- *Alben - O.P.A. Bk*  
\* *Cover to match Alben 2 - yes*  
\* *no contract yet - Tell Donning*  
\* *New covers for JT/S.*

SEA OF GOLD and other tales from Japan  
Adapted by Yoshiko Uchida

*The Sea of Gold* is the first *in this collection of* twelve Japanese folk tales told by a gifted story-teller, Yoshiko Uchida. The stories capture a wide range of colorful characters- a long-nosed goblin, a shrewd monkey, a formidable river ogre, the swamp maiden and a terrible black snake.

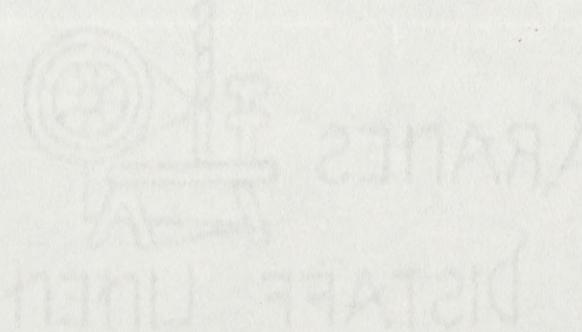
Ms. Uchida has skillfully adapted these marvelous stories, that have been told and retold for hundreds of years to the children of Japan, making them meaningful to American children. The author includes the source of each story, as well as a glossary and pronunciation guide.

These stories are a fascinating excursion into another land and beautifully depicted in Marianne Yamaguchi's handsome charcoal drawings.

"All the heroes in these 12 tales inhabit a homely world into which the miraculous enters... Yoshiko Uchida has retold these ancient tales quite beautifully, and each has a different lesson to teach from a body of traditional wisdom that is nationless and in its simplicity, universal in its laughter."

-New York Times Book Review

*a Calif Recommended  
Reading List Title*



AGREEMENT made this 18 day of September, 1987,  
between Creative Arts Book Company of 833 Bancroft Way, Berkeley,  
California 94710 (hereinafter referred to as The Buyer) and  
Yoshiko Uchida of 1685 Solano Ave. #102 Berkeley, CA 94707  
(hereinafter referred to as The Seller) for  
paperback reprint rights in book form of THE SEA OF GOLD  
(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein, con-  
tained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind  
and sell paperback reprint editions of The Book in  
the English language throughout the following territory:

THE WORLD

2. The Seller agrees not to license any other party to publish editions  
of The Book in paperback book form, except that this shall <sup>or individu</sup>  
not limit The Seller's right to license The Book <sup>for magazine and/or</sup> stories  
newspaper publication, anthologies and/or school readers. All requests  
for reprint permission will be forwarded promptly to the seller.
3. The Buyer agrees to publish The Book no later than eighteen months (18)  
after the date of this agreement, the term of which shall be for a  
period of seven (7) year(s) from the date on which The  
Buyer first publishes The Book. At the expiration of seven (7)  
year(s) from the publication date, this agreement shall be auto-  
matically extended until terminated by The Seller by written notice  
effective six months after Buyer's receipt. After termination, The  
Buyer shall not manufacture The Book, but shall be permitted by The  
Seller to liquidate his existing stock. If The Buyer fails to keep  
The Book in print during the life of this agreement and fails to  
reprint The Book within six months after written request from The  
Seller to do so, The Seller may terminate this agreement by written  
notice to The Buyer, such termination to be without prejudice to  
The Seller's rights to monies payable hereunder. Upon such termination  
all rights granted under this Agreement shall revert to the seller.

4. (a) The Buyer agrees to pay the following sum as an advance against  
all royalties accruing to The Seller under the terms of this  
agreement: One Thousand dollars (\$1,000.00)

Such advance shall be payable as follows:

- Five Hundred (\$500.00) upon the signing hereof. *1/88 ok. ya D<sup>2</sup>*
- Five Hundred (\$500.00) upon publication of the book.

- (b) On all copies sold, less returns, The Buyer shall pay the  
following rate of royalties: *ya D<sup>2</sup>*  
ten percent (10%) of the retail  
price of all copies sold.

SN  
SN

6/9/88

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on April 1 for the period of June 1 to November 30, and on October 1 for the period of December 1 to May 31. Statements need not be rendered unless royalties of at least ten dollars are due.
6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgement, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five percent (5%) of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed or given away to promote the sale of The Book.
7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, The seller shall use counsel of her own selection.
8. The Seller shall furnish The Buyer with one (1) copies of the hardcover trade edition of The Book upon signing of this agreement. The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations for the jacket or text of the paperback edition. The seller shall be consulted regarding illustration and color for the cover.
9. The Buyer agrees to carry <sup>*(the notice "Permissions for individual stories: Yoshiko Uchida" and*</sup> the copyright notice as found in The Book furnished by The Seller. Credit will be given to either the original publisher or to The Seller.
10. The Buyer agrees to present to The Seller ten (10) copies of The Buyer's edition of The Book upon publication.  
*Further copies available to the Seller at a 40% discount.*

WITNESS:

THE BUYER  
CREATING

*you De*



September 21, 1987

Dear Yoshiko:

Don asked me to drop a contract in the mail to you for THE SEA OF GOLD. It's the same as MAGIC LISTENING CAP. Look it over and if you're in agreement sign and return one of the copies to us. Our intention is to release it in March of 1988.

Best wishes, always,

*Peg*

Peg O'Donnell  
Editorial Production Mgr.

Talked to Don 10/14/87

p.1 2/88 OK for 1st advance payment

Item 6. p 2 - Please explain 1 sentence - re affiliates (no royalty)

Item 9 - add the advice "Permissions" 5 individual stories: Y.G. and to carry 1 the copyright notice.

flag  
I check it  
with you so it's  
acceptable to you.  
Please initial if  
OK.

11/12/87

Yoshiko -

This is a rough  
sketch of cover -  
that will be  
quite colorful.  
Let us know how  
you thought

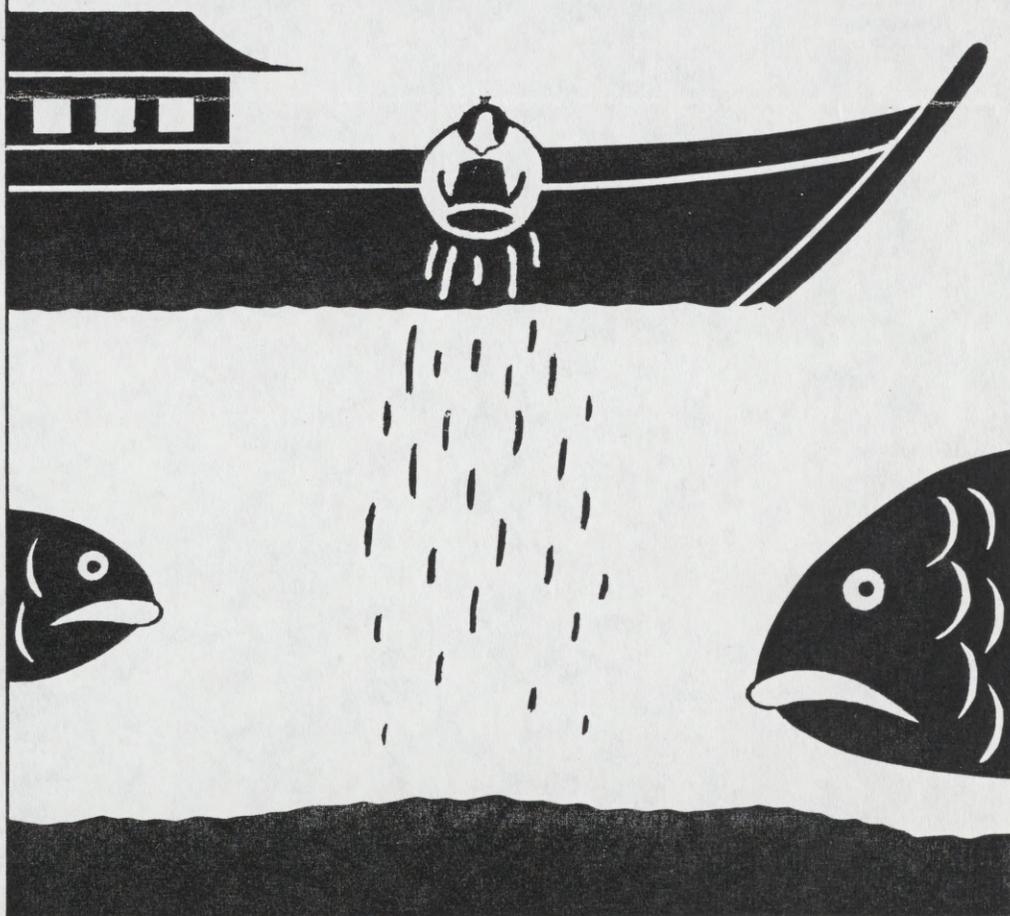
- Peg

Permalife

CUSTOM CONTENT

# The Sea Of Gold

And Other Tales From Japan  
Yoshiko Uchida



The figure I saw until just now - looks like a person head like a face trunk looks like body - 2 arms - white circle needs to look more human not quite a perfect circle

Figure II larger + not so symmetrical -

looks like a person not a person

two shells

Don C 11/17



December 12, 1987

Dear Yoshiko Uchida,

I wanted to let you know that your signed books that my brother took to Japan were deeply appreciated.

Thank you for signing these at such a short notice. I do hope your spirits, and your health are well?

Take Very Good Care.

A handwritten signature in blue ink that reads "Sandra Brod".

Sandra Brod

GRADES 5-12  
DISTANCE LEARNING

12/21/87

yoshiko -

HERE'S FINAL COPY FOR  
SEA OF GOLD. COLORS BEING  
USED ARE:

Blue/Purple, GREEN  
ORANGE/BROWN AND BLACK  
TYPE ON WHITE BACKGROUND.  
IT'S HARD ENVISION BUT  
IT'LL BE SHARP.

HOPE YOUR HOLIDAY  
IS SUPER!

Best wishes

-PEG



SUPERIOR TYPE  
1303 N. HARRIS AVENUE  
CHAMPAIGN, IL 61820  
PHONE 217/352-4226

**TUESDAY**  
**DECEMBER**  
**29**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

**Double Keyboarded · Computerized Comparison · Automatic Correction**

## The Sea Of Gold Yoshiko Uchida

\$7.95

"Filled with delicate magic and humor, these Japanese fairy tales are told in the gentle manner that characterizes Ms. Uchida's other collections. Familiar elements appear, such as a Japanese Rumpelstiltskin and a nose that grows, but the sea of gold, hats for statues, and the terrible black snake are more uncommon. Soft charcoal drawings help to make this a delightful book in both content and format."

*Library Journal*

"...Yoshiko Uchida has retold these ancient tales quite beautifully, and each has a different lesson to teach from a body of traditional wisdom that is nationless in its simplicity, universal in its laughter."

*New York Times*

"...Each of 12 delightful stories known to generations of Japanese children is surprising, dramatic, and told in precisely beautiful style. Read them aloud to children under 10, but let 5th graders discover them for themselves. The illustrations, made in strips, give one the happy feeling of sharing the wealth with children of another land."

*Chicago Tribune*

**A California recommended reading list title.**

Yoshiko Uchida is the foremost Japanese-American woman writer alive today. Her earlier works are about the young people of Japan and later about the Japanese experience in the United States. Her books include: *Journey to Topaz*, *Journey Home*, *Samurai of Gold Hill*, *Desert Exile*, *The Dancing Kettle* and *The Magic Listening Cap*. She lives in Berkeley, California.



A Donald S. Ellis Book  
Creative Arts Book Company

ISBN 0-88739-056-0



Cover Design by Charles Fuhrman

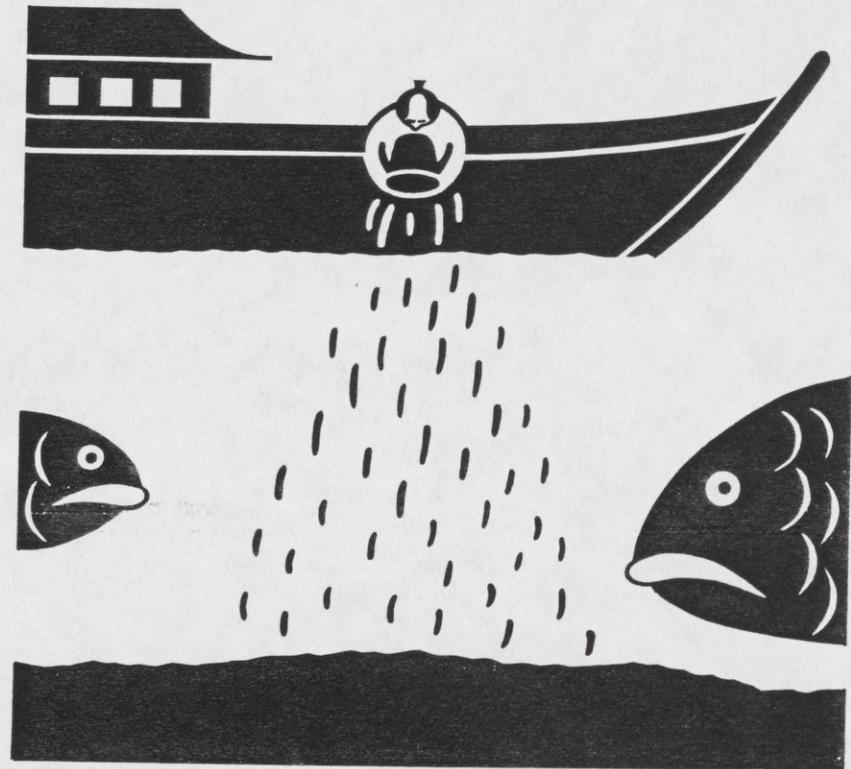
Yoshiko Uchida  
The Sea Of Gold

A Donald S. Ellis Book  
Creative Arts Book Company



# The Sea Of Gold

And Other Tales From Japan  
Yoshiko Uchida



\* NOTE: ↑ THIS SPINE IS FLOATING

Colors being used are:  
purple, green, yellow-orange  
and black  
Field of book is white



9/26/88

Dear Yoshiko:

Here's a few more of the flyer you requested. I hope green suits your taste.

I sent out for an Ad Rate Sheet for the PACIFIC CITIZEN and will work on getting an ad out next month.

Thanks for your draft- I'm sure it will be helpful to me.

Best wishes-

*Peg*



March 23, 1992

Creative Arts Books Co.  
833 Bancroft Way  
Berkeley, CA 94710

Dear Creative Arts Books Co.,

Thank you for donating 10 copies of Journey to Topaz by Yoshiko Uchida. Your generosity is appreciated and will add to the success of our March 28th workshop, "Teaching About the Internment of Japanese Americans."

Your contribution will help educators teach about the internment and will give them an opportunity to become aware of the materials available on this topic.

We are grateful for your support and are listing you as a donor in our program.

Sincerely,

A handwritten signature in blue ink that reads "Lucy Hamai". The signature is written in a cursive, flowing style.

Lucy Hamai  
Workshop coordinator

**NATIONAL COALITION FOR REDRESS/REPARATIONS**

1250 West 164th Street  
Gardena, California 90247

1911 Bush Street #1G  
San Francisco, California 94115



## THANKS TO OUR GENEROUS DONORS

Cody's Books  
2454 Telegraph Ave.  
Berkeley, CA 94704

Creative Arts Books Co.  
833 Bancroft Way  
Berkeley, CA 94710

Documentary Photo Aids  
P.O. Box 956  
Mount Dora, FL 32757

Eastwind Books  
633 Vallejo St.  
San Francisco, CA 94133

Houghton Mifflin  
925 E. Meadow Dr.  
Palo Alto, CA 94303

Kinokuniya Bookstores of America  
1581 Webster St.  
San Francisco, CA 94115

Lane's Books  
1900 Park Blvd.  
Oakland, CA 94606

National Japanese American  
Historical Society  
1855 Folsom St., Rm #161  
San Francisco, CA 94103-4207

Shen's Books and Supplies  
P.O. Box 20273  
San Jose, CA 95160-0273

Social Studies School Services  
10200 Jefferson Blvd.  
P.O. Box 802  
Culver City, CA 90232-0802

Steve G. Doi Books  
P.O. Box 7845  
San Jose, CA 95150

Steve Okazaki  
Farallon Films  
548 5th St.  
San Francisco, CA 94107

The Storyteller  
49 Lafayette Circle  
Lafayette, CA 94549

Sumitomo Bank of Albany  
1451 Solano Ave.  
Albany, CA 94706

Tule Lake Committee  
P.O. Box 210606  
San Francisco, CA 94121

### NATIONAL COALITION FOR REDRESS/REPARATIONS

1250 West 164th Street  
Gardena, California 90247

1911 Bush Street #1G  
San Francisco, California 94115

[Original in B miscellany; letter to Sister Anne Brook on verso]

# CREATIVE ARTS BOOK COMPANY

Donald S. Ellis, Publisher, San Francisco • Black Lizard Books  
Creative Arts Communications Books

HERE IS 2ND ADVANCE PAYMENT

Hope all is well.

PEg



833 BANCROFT WAY • BERKELEY, CALIFORNIA 94710 • (415) 848-4777

(hereinafter referred to as The Seller) for paperback reprint rights in book form of JOURNEY TO TOPAZ . SAMURAI .

trade

*Copy*

(hereinafter referred to as The Book).

In consideration of the covenants, promises and conditions herein contained, the parties hereto mutually agree as follows:

1. The Seller grants to The Buyer the exclusive right to print, bind and sell trade paperback reprint editions of The Book in the English language throughout the following territory: the United States and Canada and the non-exclusive rights in all other countries except the British Commonwealth (excluding Canada). All other rights not specifically granted herein are reserved to the Seller.

2. while Buyer's editions remain in print The Seller agrees not to license any other party to publish editions of The Book in trade paperback form, except that this shall not limit The Seller's right to license The Book for magazine and/or newspaper publication, or for excerpts in texts.

3. The Buyer agrees to publish The Book no later than <sup>eighteen</sup> months after the date of this agreement, the term of which shall be for a period of seven years from the date on which The Buyer first publishes The Book. At the expiration of seven years from the publication date, this agreement shall be automatically extended until terminated by The Seller by written notice effective six months after Buyer's receipt. After termination, The Buyer shall not manufacture The Book, but shall be permitted by The Seller to liquidate his existing stock. If The Buyer fails to keep The Book in print during the life of this agreement, and fails to reprint The Book within six months after written request from The Seller to do so, The Seller may terminate this agreement by written notice to The Buyer, such termination to be without prejudice to The Seller's rights to monies payable hereunder. *Bg*  
*you*

Upon such termination all rights granted under this agreement shall revert to the Seller.

4. (a) The Buyer agrees to pay the following sum as an advance against all royalties accruing to The Seller under the terms of this agreement: \$250.

Such advance shall be payable as follows: one-half upon signing hereof; and one-half upon first publication of the Book.

(b) On all copies sold, less returns, Buyer shall pay the following rate of royalties: seven and one-half percent (7½%)

of the retail price on all copies sold up to and including ten thousand (10,000) copies and eight and one-half (8½%) of the retail price on all copies sold up to and including twenty thousand (20,000) copies and ten percent (10%) of the retail price on all copies sold thereafter.

September 1

March 1

5. Statements of net sales and payments due thereunder, less a reasonable reserve against returns, shall be made on ~~February 1~~ for the period of ~~April 1~~ July 1 to ~~December 31~~ ~~September 30~~, and on ~~August 1~~ for the period of ~~October 1~~ ~~to March 31~~ January 1 to June 30. Statements need not be rendered unless royalties of at least ten dollars are due.

31. Seller shall have the right to examine Buyer's books and records to determine the accuracy of statements rendered.

6. Should The Buyer find himself with an overstock of The Book on hand, when, in his judgment, the demand for The Book would not use up this stock in a reasonable time, or should The Buyer find himself with a stock of damaged copies, he shall have the right to sell such copies at the best price he can secure; and the royalty shall be five per cent of the net amount received by The Buyer, except that no royalty shall be paid on any such copies sold at or below cost. No royalty shall be paid on sales to affiliates or distributors of The Buyer, but resales by such affiliates or distributors thereafter shall be considered sales by The Buyer on which royalties shall be paid. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of The Book.

7. The Seller represents and warrants (a) that the rights herein granted to The Buyer are owned by The Seller and are not subject to any prior contract or lien which may interfere with the rights of The Buyer under this agreement; (b) that The Book does not infringe upon any statutory or other copyright or any right of others whatsoever; (c) that The Book contains neither plagiarized passages nor libelous statements nor any other matter contrary to law. The Seller agrees to hold The Buyer harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, Seller shall use counsel of its own selection.

8. ~~The Seller shall furnish the Buyer with six copies of the trade edition of the book upon signing of this agreement.~~ of the hardcover trade edition  
 The Buyer agrees not to change the title or text thereof without permission from The Seller except that The Buyer may, at his option, use or not use illustrations from the jacket\*or text of the hardcover edition.

\*(provided Seller controls the necessary rights)

9. The Buyer agrees to carry the copyright notice as found in The Book furnished by The Seller, together with credit to Scribner's as the original publisher.

10. The Buyer agrees to present to The Seller ~~six~~ ten copies of The Buyer's edition of The Book upon publication.  
 Seller shall be permitted to purchase further copies for personal use at a discount of 40% from the retail price.