

12 SEP. 1933

AGREEMENT , made the Twelfth day of August 1933, between Prof. Nicholas Roerich of New York, N.Y. and THE STRATFORD COMPANY, Publishers.

All representations touching the subject matter of this contract are herein set forth.

1. In consideration of the premises, said Prof. Nicholas Roerich hereby grants and assigns to THE STRATFORD COMPANY, Publishers, a literary work, the subject and title of which is FIERY STRONGHOLD and all rights thereto pertaining, either in whole or in part, with exclusive right and power to take out the copyright in the name of NICHOLAS ROERICH (N.R. LLH Attorney) and any and every renewal of copyright thereof, and to hold and enjoy said copyright and renewal, and publish said work, in whole or in part, during the term or terms thereof, in all countries and in all languages; guaranteeing and agreeing that said Prof. Nicholas Roerich is sole owner of said work, and has full power to make this grant; that said work contains no matter which is a violation of any other copyright, or which is scandalous or libelous; and that Prof. Nicholas Roerich and his legal representatives will hold harmless and defend said STRATFORD COMPANY, Publishers, against any claim, demand, or recovery by reason of any such violation of another copyright or any scandalous or libelous matter in said work.

2. THE STRATFORD COMPANY, Publishers, agree that they will publish said work in a style which they deem best suited to its sale, that they will submit galley and page proofs for the approval of the author.

THE STRATFORD COMPANY, Publishers, further agree to pay to Prof. Nicholas Roerich a royalty of five per cent (5%) on the first 1000 copies sold, ten per cent (10%) on the next 1000 copies sold, twelve and one-half per cent (12½%) on the following 1000 copies sold, and fifteen per cent (15%) on all copies sold thereafter.

And the STRATFORD COMPANY, Publishers, further agree to render

upon written application therefor, semi-annual statements of account, in the months of January and July, and make settlement in cash upon written application therefor, two months after date of each statement.

3. THE STRATFORD COMPANY, Publishers, May publish or permit others to publish such selections from said work as they think proper to benefit the sale, without compensation to the grantor herein; but the compensation for translations, dramatizations and motion picture rights, and the revenue or payment received from the sale of the right to publish, either in whole or in part, said work in magazines or newspapers, shall be divided between the parties hereto under the following arrangement: Prof. Nicholas Roerich is to get a royalty of ten per cent (10%) received from all such sales.

4. All royalty statements will be certified as to their correctness by, and bear the signature of, a Certified Public Accountant, engaged by THE STRATFORD COMPANY, Publishers, to examine and certify their books, records, royalty statements, etc. semi-annually.

5. No royalty shall be paid on copies of said work distributed for review purposes, used as samples, or sold at or below cost.

6. Minor alterations in proofs submitted by THE STRATFORD COMPANY Publishers, will be made without cost; but corrections, alterations and additions (other than those corrections necessitated by errors in typesetting) exceeding ten per cent of the typesetting costs will be charged at nominal rates to said Prof. Nicholas Roerich.

7. If, at the end of two years after publication, or at any time thereafter, THE STRATFORD COMPANY, Publishers, shall be satisfied that the public demand does not justify the continued publication of the work, or if for any other cause at any time they shall deem its further publication improper or inexpedient, THE STRATFORD COMPANY, Publishers, may then offer in writing to said Prof. Nicholas Roerich

heirs or assigns, all bound copies then on hand at One Dollar (1.00) per copy, and all unbound copies then on hand at Seventy Five (75¢) per copy and said Prof. Nicholas Roerich, his heirs or assigns shall have the right to take and pay for same and shall thereupon become sole owner of all such volumes, bound or unbound, together with the copyright of said work; but if said offer be not accepted within thirty days and such payment made, then THE STRATFORD COMPANY, Publishers may destroy all engravings, illustrations, and other material relating to the publication then on hand and sell or destroy all copies, bound or unbound, then on hand, free of any percentage to said Prof. Nicholas Roerich, his heirs, or assigns, and this agreement shall thereupon terminate.

8. THE STRATFORD COMPANY, Publishers, shall furnish to said Prof. Nicholas Roerich on publication Ten (10) copies of the complete work without charge, and any further copies of the work desired by said Prof. Nicholas Roerich shall be supplied at the regular trade discounts.

9. This contract is subject to strikes or other causes beyond the control of THE STRATFORD COMPANY, Publishers.

10. This agreement may be assigned by either party, but only as a whole, and the assignee thereof shall have all the rights and remedies of the original parties hereto; but neither party shall assign any part interest therein.

In witness whereof the parties hereunto set their hands and seals the day and year first above written.

Nicholas Roerich
Louis L. Horch
Attorney

The STRATFORD COMPANY, Publishers
M. S. Kirshen, Treasurer

(SEAL)

COPY

Important

THE STRATFORD COMPANY

289 Congress Street, Boston, Mass.

April 10, 1933

Mr. Nicholas K. Roerich
New York, N.Y.

Dear Sir:

We are looking for a few manuscripts of distinction to add to our list of publications. We are therefore writing to ask whether you have any manuscripts that you would care to submit at this time for possible book publication. We shall be glad to examine them and to send a prompt report on all manuscripts submitted.

A copy of our catalog is going forward to you, under separate cover, in order that you may get an idea as to the general scope of our publications.

Cordially yours,

THE STRATFORD COMPANY

(Signed) M. S. Kirshen

MSK/RH

COPY

THE STRATFORD COMPANY

280 Congress Street, Boston, Mass.

April 10, 1933

Mr. Nicholas K. Roerich
New York, N.Y.

Dear Sir:

We are looking for a few manuscripts of distinction to add to our list of publications. We are therefore writing to ask whether you have any manuscripts that you would care to submit at this time for possible book publication. We shall be glad to examine them and to send a prompt report on all manuscripts submitted.

A copy of our catalog is going forward to you, under separate cover, in order that you may get an idea as to the general scope of our publications.

Cordially yours,

THE STRATFORD COMPANY

(Signed) M. S. Kirshen

MSK/RH

6

C O P Y.

THE STRATFORD COMPANY.
Publishers.

289 Congress Street, - Boston - Mass.

August 9, 1933.

Miss Frances R. Grant,
Roerich Museum,
310 Riverside Drive,
New York, N. Y.

Dear Miss Grant:

We are ready to publish Professor Roerich's manuscript, "Fiery Stronghold," on the following terms:

There will be no royalty paid to him on the first 1000 copies sold. On the next 1000 copies sold, we will pay him a royalty of ten per cent, on the following 1000 copies sold, we will pay him a royalty of twelve and one-half per cent; and on all copies sold thereafter, we will pay him a royalty of fifteen per cent. The book should sell at \$3.00 retail.

In accordance with your request, we are returning the manuscript to you under separate cover.

If our terms are satisfactory to you, will you kindly advise us, and we shall be glad to prepare the contracts.

Cordially yours,

THE STRATFORD COMPANY,

(signed)

M. S. Kirshen

MSK/RH

M. S. KIRSHEN?

*I phoned on receiving
his letter*

↓

COPY.

THE STRATFORD COMPANY.
Publishers.

289 Congress Street - Boston - Mass.

August 10, 1933

Miss Frances R. Grant,
Roerich Museum,
310 Riverside Drive,
New York, N. Y.

Dear Miss Grant:

In accordance with our telephone conversation, we are ready to allow Professor Roerich a royalty of 5% on the first 1000 copies sold, 10% on the next 1000 copies sold, 12 1/2% on the following 1000 copies sold, and 15% thereafter.

We will do everything possible to have the book completed by the first of November. We should like to have the manuscript in our hands not later than August 21st.

We take it that the contracts are to be made out in Professor Roerich's name. If you are authorized to sign the contract, will you please send us a copy of your authorization. As soon as we receive this we will forward contracts.

Cordially yours,

THE STRATFORD COMPANY,

(Signed) M. S. Kirshen

MSK/RH. M. S. Kirshen,

*I wrote that Louis will sign
since he has your
Power of Atty*