



HOTELS & RESORTS

TV Producer - independent

Dr. Douglas Popen - His Maj. Yankers

416 - 535 - 0058 home

416 537 9560

wants
the

Television Rights to the book

(Jennifer Quick - M + S.
416 - 598 1114 x 318.)



McCLELLAND & STEWART INC., 481 UNIVERSITY AVENUE, SUITE 900, TORONTO, CANADA M5G 2E9 TELEPHONE 416-598-1114 FAX 598-7764

M&S
THE
CANADIAN
PUBLISHERS

17 July 1993

Mr. Thomas H. Raddall
44 Park Street
Liverpool, Nova Scotia
B0T 1K0

Dear Mr. Raddall,

I am writing to you concerning film/tv rights for THE GOVERNOR'S LADY.

I have not been able to locate the original contract, and therefore do not know if you hold these rights or if we have your authorization to negotiate any film/tv sales on your behalf. If you would please advise me as to the rights situation I would be most grateful. A fellow here in Toronto is interested in purchasing these rights, should they be available.

My apologies for this obvious error on our part. I look forward to hearing from you and thank you for your cooperation.

Sincerely yours,

Jennifer Quick
Subsidiary Rights Manager
(416) 598-1114, ext. 318



McCLELLAND & STEWART INC., 481 UNIVERSITY AVENUE, SUITE 900, TORONTO, CANADA M5G 2E9 TELEPHONE 416-598-1114 FAX 598-7764

M&S
THE
CANADIAN
PUBLISHERS

27 July 1993

Dr. Thomas Raddall
44 Park Street
Liverpool, Nova Scotia
B0T 1K0

Dear Dr. Raddall:

Thank you for your prompt response to my letter of July 17 concerning film/television rights for THE GOVERNOR'S LADY and your clarification that these rights are held by your father.

We would be pleased to act as your agent to negotiate a film sale of this title on behalf of your father and yourself. Our usual percentage for such work is 75% for the author and 25% for us. Although I will be acting as your agent, I will not sign any agreement without your prior approval.

If you are in agreement to these terms please sign one copy of this letter and return it to my attention for our files.

Looking forward to hearing from you and again thank you for your time.

Sincerely yours,

Jennifer Quick
McClelland & Stewart

Thomas Raddall



McCLELLAND & STEWART INC., 481 UNIVERSITY AVENUE, SUITE 900, TORONTO, CANADA M5G 2E9 TELEPHONE 416-598-1114 FAX 598-7764

M&S
THE
CANADIAN
PUBLISHERS

April 13, 1994

Mr. Thomas Raddall
44 Park Street
Liverpool, Nova Scotia
B0T 1K0

Dear Mr. Raddall,

I am writing to you concerning the mass market paperback rights to some of your books, sold to Nimbus Publishing. There are a couple of developments which require your response.

Under the agreement of 10 December 1991, the paperback rights were licensed by M&S, on your behalf, to Nimbus Publishing for GOVERNOR'S LADY and HANGMAN'S BEACH. Enclosed is a copy of the agreement dated 10 December 1991, for your reference.

Also under that agreement, Nimbus was given the option of acquiring the paperback rights to AS THE TIDE TURNS, HIS MAJESTY'S YANKEES, and HALIFAX: WARDEN OF THE NORTH.

It has come to our attention that Nimbus has proceeded to publish a paperback edition of HALIFAX without any signed agreement. Likewise, no advance upon royalties was paid, as terms had not been agreed. Based on the previous agreement, the advance offered would have been \$500 for these rights. We have since received a royalty statement and payment for sales well in excess of this amount. Considering the book is already in print, and Nimbus has remit royalties I will be preparing a letter of agreement authorizing a paperback license to Nimbus for this title. With the exception of the advance against royalties, the terms of the agreement will be similar to the agreement for the other two titles. I hope you have no objections.

The other problem that has arisen, is when speaking with Nimbus concerning HALIFAX, they mentioned they are also publishing a paperback edition of THE NYMPH AND THE LAMP, scheduled for release in May of this year. According to our original publishing agreement with you, dated 22 May 1950, we can sell paperback publishing rights on your behalf, once we have your approval.

The offer from Nimbus is \$500 advance against royalties for these rights, royalty schedule similar to the December 1991 agreement, and the license term for seven years. If you agree, I will prepare the paperwork and allow Nimbus to publish this forthcoming planned edition.

...2/



2/...

My intention in sorting all this out is not to prevent them from publishing paperback editions of your work, but to see that it is all done legally.

I look forward to hearing from you at your earliest convenience.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Jennifer Shepherd'.

Jennifer Shepherd
Subsidiary Rights Manager
(416) 598-1114, ext. 318

PAPERBACK RIGHTS AGREEMENT

AN AGREEMENT made this *10th* day of *December*, 1991.

BETWEEN:

McClelland & Stewart Inc.
The Canadian Publishers
McClelland and Stewart House
481 University Avenue
Suite 900
Toronto, Ontario
M5G 2E9

("the Proprietor")

- and -

Nimbus Publishing Ltd.
3731 Mackintosh Street
P.O. Box 9301, Station "A"
Halifax, Nova Scotia
B3K 5N5

("the Publisher")

1. The Proprietor grants and assigns to the Publisher the exclusive paperback rights to publish in the English language throughout Canada, two works entitled:

**Governor's Lady (Book I), and
Hangman's Beach (Book II)**
by Thomas Raddall ("the Author")

(collectively referred to as "the Works")

The duration of the rights granted under this Agreement shall be for a period of seven (7) years from the publication date of the Publisher's initial paperback edition each of the Works.

2. (a) The Proprietor warrants that it is the sole proprietor of the Works and the sole owner of the rights granted herein, and that the said Works do not contain any libellous or unlawful matter, and do not infringe any existing copyright, nor property rights.

(b) The Proprietor will indemnify and hold harmless the Publisher against all claims, losses, costs and damages that the Publisher may incur by reason of any breach or alleged breach of the foregoing warranties.

The Publisher shall notify the Proprietor promptly of any such claim, and until such claim has been settled or withdrawn, the

Publisher may withhold any sums due the Proprietor hereunder, sufficient to cover the projected costs.

3. The title of either of the Works can be changed only by mutual consent of the Proprietor and the Publisher.

4. The Publisher will have the right to offset from the Proprietor's original editions of the Works free of charge.

5. The Publisher shall publish the Works within one (1) year of the date of this Agreement. All details as to time, manner, production, publication, sale and advertisement of each edition, number and destination of all free copies shall be subject to the sole discretion of the Publisher.

6. The Publisher agrees to print on the copyright page of each copy of each of the Works, copyright notices supplied by the Proprietor to include the notice "Published by arrangement with McClelland & Stewart Inc."

7. Subject to the exceptions hereinafter mentioned, the Publisher shall pay to the Proprietor:

(a) A royalty of Eight Percent (8%) of the retail price on all editions of the Work sold at a discount of fifty-five percent (55%) or less off of the retail price.

(b) A royalty of Seven Percent (7%) of net received on all editions of the Work sold at a discount of more than fifty-five percent (55%) off of the retail price.

(c) A royalty of Five Percent (5%) of the retail price on all editions of the Work sold direct to the consumer through coupon advertising, radio or television advertising or direct-mail circulation;

(d) Five Hundred (\$500.00) Dollars for Book I and Five Hundred (\$500.00) Dollars for Book II as an advance against income earned under the terms of this Agreement, payable on signing of this Agreement.

8. No royalties shall be payable on free copies furnished to the Publisher, or on copies for review, advertising samples, sales promotion or other similar purposes, or on copies destroyed by fire, or other accident, or on copies pulped or sold/remaindered at or below cost.

9. The Publisher shall supply the Proprietor with ten (10) gratis copies of its initial edition of the Work on publication.

10. The Publisher shall have the right to grant permission to publish or broadcast selections of the Work without charge and without royalty, for publicity purposes, which may, in the Publisher's opinion, benefit the sale of the Work.

11. An account of the sales of the Work will be made up every six (6) months to the thirtieth (30th) day of June and the thirty-first (31st) day of December in each year, and a report shall be sent together with any royalties or other monies due to the Proprietor on the following first (1st) day of November and first (1st) day of May, respectively, except that no settlement need be made if monies due on a specific date amount to less than Twenty-five Dollars (\$25.00).

12. (a) At the same time as the Publisher accounts to the Proprietor for any advances, royalties or other revenues under this Agreement, the Publisher shall also prepare an invoice in respect to the Goods and Services Tax (GST) payable on such revenues and forward the invoice to the Proprietor, together with payment of such revenues and related GST, unless otherwise directed by the Proprietor.

(b) In any instance where the Publisher incurs expenses for which the Proprietor has agreed to reimburse the Publisher in whole or in part, the Publisher shall be deemed to be the Proprietor's agent, and the Proprietor and the Publisher agree that the Publisher shall pay any GST payable on all such expenses and claim all related input tax credits. Where the Publisher reimburses itself for any such expenses by a deduction from the royalties or other revenues payable to the Proprietor by the Publisher, the Publisher shall not collect GST from the Proprietor on such reimbursement and the GST payable by the Publisher to the Proprietor shall be paid on the whole amount of royalties or other revenues prior to any such deduction for expenses.

13. If the Work is allowed to go out of print, the Proprietor may give notice to the Publisher, and in such event the Publisher shall declare within sixty (60) days in writing whether or not it intends to reprint or to bring out a new edition of the Work. If the declared intention is to reprint or to bring out a new edition, then such edition shall be published not later than twelve (12) months from the giving of such declaration. If the intention is to retain the out-of-print status, then all rights to the Work shall immediately revert to the Proprietor.

14. If the Work is reprinted during the last two (2) years of the licence then the licence will be extended for one (1) year if there is stock in print at the end of the current licence period.

15. The Publisher shall have the option of renewing the licence on fair and reasonable terms.

16. The Publisher shall, for a period of one year following the publication of the Publisher's editions of the Works, have the option of publishing, on fair and reasonable terms, a paperback edition of the following works by the Author:

1. As The Tide Turns
2. His Majesty's Yankees
3. Halifax, Warden of the North.

18. This Agreement is subject the laws of Canada and the Province of Ontario.

AS WITNESSETH THE HANDS OF BOTH PARTIES:

Douglas M. Gibson
For: McClelland & Stewart Inc.

[Signature]
For: McClelland & Stewart Inc.

GST # R122399793

[Signature]
For: Nimbus Publishing Ltd.

[Signature]
For: Nimbus Publishing Ltd.

McCLELLAND AND STEWART Inc.

380 ESNA PARK DRIVE,
MARKHAM, ONT. L3R 1H5 • (416) 940-8855

54927

| INVOICE DATE | | | INVOICE NO. | INVOICE AMOUNT | DISCOUNT | NET AMOUNT |
|--------------|-----|-----|-------------|----------------|----------|------------|
| MO. | DAY | YR. | | | | |
| 10 | 29 | 93 | | 72473 | | 39.88 ✓ |
| 10 | 29 | 93 | | 74492 | | 209.21 ✓ |
| 10 | 29 | 93 | | 92466 | | 2.92 ✓ |
| | | | | | | 246.17 |

DETACH
STATEMENT
BEFORE
PRESENTING
FOR
PAYMENT



McCLELLAND & STEWART Inc.

481 UNIVERSITY AVE., SUITE 900, TORONTO, ONTARIO M5G 2E9

STATEMENT OF ROYALTY EARNINGS

| | | |
|--|------------------------------------|---|
| Payee THOMAS H. RADDALL Address 44 PARK STREET LIVERPOOL NOVA SCOTIA Author(s) RADDALL G.S.T. Reg. No. | 51702 BOT 1K0 | Date Prepared: OCT 14/93 For the Period: JAN 1/93 --- JUN 30/93 Title: HANGMANS BEACH ISBN: 7710-74492 Edition: TP Publication Date: MAR 01/79 |
|--|------------------------------------|---|

| TYPE OF SALE | QUANTITY | SALE/LIST PRICE | NET VALUE | ROYALTY EARNINGS | | | |
|--|----------|-----------------|-----------|------------------|----------|------|--------|
| | | | | % on List | % on Net | Each | Earned |
| NO TRADE SALES PREPACK SALES SPECIAL SALES BOOK CLUBS | | | | | | | |
| RESERVE B/FWD RESERVE C/FWD | | | | | | | |

| | |
|-------------------|----------------------------------|
| Total copies sold | Total Sales Earnings this period |
|-------------------|----------------------------------|

| OTHER EARNINGS | TOTAL AMOUNT | YOUR SHARE (%) | EARNED |
|-----------------------|--------------|----------------|--------|
| FEB/93 ROYALTY NIMBUS | 418.42 | 50.00 | 209.21 |

| | | |
|--|----------|---------------|
| Total Other Earnings this period | 418.42 | 209.21 |
| Your Share of Total Sales Earnings | 100.00 % | |
| Your Share of Other Earnings | 100.00 % | 209.21 |
| Your Total Share of Earnings | | 209.21 |
| Adjustments: Unearned Advance(s) | | |
| Unearned Balance from Prior Reports | | |
| Permission Fees (as attached) | | |
| Other: | | |
| SUB TOTAL | | 209.21 |
| G.S.T. (If Applicable) | | |
| BALANCE (Cheque enclosed if positive and greater than \$100.00) | | 209.21 |

NOTES:

Accumulated Net Sales since Publication 3602 Copies



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STATEMENT OF ROYALTY EARNINGS

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| Payee | THOMAS H. RADDALL | 51702 | Date Prepared: | OCT 14/93 |
| Address | 44 PARK STREET LIVERPOOL NOVA SCOTIA | | For the Period: | JAN 1/93 --- JUN 30/93 |
| Author(s) | RADDALL | BOT 1K0 | Title: | HIS MAJESTYS YANKEES PB |
| G.S.T. Reg. No. | | | ISBN: | 7710-92466 |
| | | | Edition: | NC |
| | | | Publication Date: | JAN 01/77 |

| TYPE OF SALE | QUANTITY | SALE/LIST PRICE | NET VALUE | ROYALTY EARNINGS | | | |
|----------------|----------|-----------------|-----------|------------------|----------|------|--------|
| | | | | % on List | % on Net | Each | Earned |
| NO TRADE SALES | | | | | | | |
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| SPECIAL SALES | | | | | | | |
| BOOK CLUBS | | | | | | | |
| RESERVE B/FWD | | | | | | | |
| RESERVE C/FWD | | | | | | | |

| | |
|-------------------|----------------------------------|
| Total copies sold | Total Sales Earnings this period |
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| OTHER EARNINGS | TOTAL AMOUNT | YOUR SHARE (%) | EARNED |
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|-------------------------------------|-------------|-------|
| Total Other Earnings this period | | |
| Your Share of Total Sales Earnings | 100.00 % | |
| Your Share of Other Earnings | 100.00 % | |
| Your Total Share of Earnings | | |
| Adjustments: Unearned Advance(s) | | |
| Unearned Balance from Prior Reports | | |
| Permission Fees (as attached) | | |
| Other: | BALANCE C/F | 2.92- |
| SUB TOTAL | | 2.92- |
| G.S.T. (If Applicable) | | |

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| BALANCE (Cheque enclosed if positive and greater than \$100.00) | 2.92- |
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| Address | 44 PARK STREET LIVERPOOL NOVA SCOTIA | | For the Period: | JAN 1/93 --- JUN 30/93 |
| Author(s) | RADDALL | BOT 1K0 | Title: | NYMPH AND LAMP |
| G.S.T. Reg. No. | | | ISBN: | 7710-91389 |
| | | | Edition: | NC |
| | | | Publication Date: | JAN 31/73 |

| TYPE OF SALE | QUANTITY | SALE/LIST PRICE | NET VALUE | ROYALTY EARNINGS | | | |
|---|----------|-----------------|-----------|------------------|----------|------|--------|
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| TRADE RETURNS PREPACK SALES SPECIAL SALES BOOK CLUBS | 42- | 6.95 | | 3.00 | | | 8.76- |
| RESERVE B/FWD RESERVE C/FWD | 3 | 6.95 | | 3.00 | | | .63 |
| Total copies sold 39- Total Sales Earnings this period | | | | | | | 8.13- |

| OTHER EARNINGS | TOTAL AMOUNT | YOUR SHARE (%) | EARNED |
|---|--------------|----------------|--------|
| Total Other Earnings this period | | | |
| Your Share of Total Sales Earnings | | 100.00 % | 8.13- |
| Your Share of Other Earnings | | 100.00 % | |
| Your Total Share of Earnings | | | 8.13- |
| Adjustments: Unearned Advance(s) | | | |
| Unearned Balance from Prior Reports | | | |
| Permission Fees (as attached) | | | |
| Other: BALANCE C/F | | | |
| SUB TOTAL | | | 60.05 |
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| Address | 44 PARK STREET LIVERPOOL NOVA SCOTIA | | For the Period: | JAN 1/93 --- JUN 30/93 |
| Author(s) | RADDALL | BOT 1KO | Title: | GOVERNORS LADY |
| G.S.T. Reg. No. | | | ISBN: | 7710-74484 |
| | | | Edition: | TP |
| | | | Publication Date: | MAR 01/79 |

| TYPE OF SALE | QUANTITY | SALE/LIST PRICE | NET VALUE | ROYALTY EARNINGS | | | |
|--|----------|-----------------|-----------|------------------|----------|------|--------|
| | | | | % on List | % on Net | Each | Earned |
| NO TRADE SALES PREPACK SALES SPECIAL SALES BOOK CLUBS | | | | | | | |
| RESERVE B/FWD RESERVE C/FWD | | | | | | | |

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| Total copies sold | Total Sales Earnings this period |
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| OTHER EARNINGS | TOTAL AMOUNT | YOUR SHARE (%) | EARNED |
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|-------------------------------------|--------|---|
| Total Other Earnings this period | | |
| Your Share of Total Sales Earnings | 100.00 | % |
| Your Share of Other Earnings | 100.00 | % |
| Your Total Share of Earnings | | |
| Adjustments: Unearned Advance(s) | | |
| Unearned Balance from Prior Reports | | |
| Permission Fees (as attached) | | |
| Other: NO BALANCE TO C/F | | |
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| Address | 44 PARK STREET LIVERPOOL NOVA SCOTIA | | For the Period: | JAN 1/93 --- JUN 30/93 |
| Author(s) | RADDALL | BOT 1K0 | Title: | HALIFAX WARDEN OF NORTH (NIMBUS) PB |
| G.S.T. Reg. No. | | | ISBN: | 7710-72473 |
| | | | Edition: | TP |
| | | | Publication Date: | JAN 01/74 |

| TYPE OF SALE | QUANTITY | SALE/LIST PRICE | NET VALUE | ROYALTY EARNINGS | | | |
|----------------|----------|-----------------|-----------|------------------|----------|------|--------|
| | | | | % on List | % on Net | Each | Earned |
| NO TRADE SALES | | | | | | | |
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| SPECIAL SALES | | | | | | | |
| BOOK CLUBS | | | | | | | |
| RESERVE B/FWD | | | | | | | |
| RESERVE C/FWD | | | | | | | |

Total copies sold: _____ Total Sales Earnings this period: _____

| OTHER EARNINGS | TOTAL AMOUNT | YOUR SHARE (%) | EARNED |
|----------------|--------------|----------------|--------|
| | | | |

| | | | |
|---|-------------|---|-------|
| Total Other Earnings this period | | | |
| Your Share of Total Sales Earnings | 100.00 | % | |
| Your Share of Other Earnings | 100.00 | % | |
| Your Total Share of Earnings | | | |
| Adjustments: Unearned Advance(s) | | | |
| Unearned Balance from Prior Reports | | | |
| Permission Fees (as attached) | | | |
| Other: | BALANCE C/F | | 39.88 |
| SUB TOTAL | | | 39.88 |
| G.S.T. (If Applicable) | | | |
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NOTES:

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