

# This Deed

made the fourteenth day of May  
One Thousand Nine Hundred and sixty-three between

ROBIN PENLEIGH BOYD

of the first part (hereinafter called 'the Author/the Editor' which term shall include his Executors Administrators and Assigns) and The University of Melbourne in the State of Victoria of the second part (hereinafter called 'the Publisher' which term shall include its Assigns)

WHEREAS the University of Melbourne has appointed the Melbourne University Press to undertake (*inter alia*) the publication of works of learning of official University publications of lecture notes and of such other works as the Board of Management of the Melbourne University Press may accept for publication and

WHEREAS the Board of Management of the Melbourne University Press has accepted the under-mentioned work and

WHEREAS the said ROBIN PENLEIGH BOYD

is the Author/Editor and owner of the copyright of a literary work or manuscript at present entitled

The Puzzle of Architecture

(hereinafter referred to as 'the said Work' which term shall mean and include the first and all subsequent editions or impressions thereof including matter which may be added to any new edition) which has been submitted to the Publisher NOW IT IS HEREBY AGREED AND DECLARED between the Author/Editor and the Publisher as follows:

1. THE AUTHOR/EDITOR gives and grants to the Publisher the exclusive right by itself or by its agents to print and/or publish and/or sell and/or cause to be printed and/or published and/or sold throughout the world the said Work for the full copyright term or terms both present and future

2. SUCH COPIES and editions of the said Work as the Publisher may print or cause to be printed or publish or cause to be published shall be at the sole risk and expense of the Publisher (except as provided in Clause 3 hereof) and any such copies or editions shall be in such form or forms and at such price or prices as the Publisher may think fit. The whole of the details as to form quantity and manner of the production publication and advertisement and the distribution of review or complimentary copies of the said Work shall be at the sole discretion of the Publisher. Provided that with respect to the first edition or impression of the said Work the Publisher undertakes as follows:

That it shall be printed and ready for publication in not more

than nine calendar months from the date upon which the author

delivers to the publisher the completed MS. together with all

illustrations and supplementary matter.



3. NOTWITHSTANDING the provisions of Clause 2 the cost (if any) of author's corrections and revisions in the proofs (other than printer's errors) in excess of ten per centum (10%) of the cost of typesetting will be borne by the Author/Editor and may be charged against royalties or otherwise paid for at the discretion of the Publisher

4. THE AUTHOR/EDITOR guarantees to the Publisher that the said Work is in no way whatsoever a violation of any existing copyright and that it contains nothing which is defamatory obscene or blasphemous and that he will indemnify the Publisher from all suits claims proceedings damages and costs which may be made taken or incurred by or against it on the ground that the Work is an infringement of copyright or contains anything which is defamatory obscene or blasphemous

5. THE MANUSCRIPT which the Publisher accepts for printing shall be deemed to represent the final version of the Work covered by this Deed and no extra copy shall be added without the express knowledge and approval of the Publisher

6. THE AUTHOR/EDITOR shall provide all necessary drawings diagrams or other illustrative material in a form deemed suitable by the Publisher and shall bear all costs in providing such illustrative material and shall guarantee to the Publisher that all of such illustrative material may rightly and lawfully be used by it and shall be responsible for the fulfilment of all terms and conditions under which all or any of such illustrative material is permitted to be used by the owners of existing copyrights. The expense of preparing any index appendix tables supplementary material or the like shall be borne by the Author/Editor

7. THE PUBLISHER shall submit proofs to the Author/Editor and shall submit the proofs to its own reader or readers, but the Publisher shall incur no liabilities with the Author/Editor for any errors misprints or omissions which the Author/Editor has not brought to its notice prior to printing

8. THE AUTHOR/EDITOR shall have the right to receive.....**six**.....copies of the said Work free of charge and no royalty shall be payable upon such copies or on copies used by the Publisher for purposes of review criticism or advertisement or for archives or office purposes

9. THE AUTHOR/EDITOR shall have the right to purchase at the ordinary trade prices such copies of the said Work as he may require for personal use provided that such copies are not resold

10. THE PUBLISHER shall have the right to make such minor alterations in or omit such portions of the said Work as it may consider advisable provided that it shall not alter any statement of fact without the approval of the Author/Editor. The Publisher shall also have the right to alter or omit such portions of the said Work as it may consider defamatory obscene or blasphemous

11. THE AUTHOR/EDITOR shall receive from the Publisher **Ten per centum of the published retail price upon all copies sold whether in Australia or overseas upon the first edition and upon any second or subsequent edition twelve and one half per centum of the retail price on all copies sold whether in Australia or overseas**

12. ALL SUMS due by the Publisher shall be payable half-yearly within three months after the last day of June and December in each and every year while this Deed shall remain in force

13. IF AFTER THREE YEARS from the date of publication the Work proves to be unsaleable, the Publisher shall have the right to dispose of the stock and any unbound sheets in whatever way it deems fit but shall not do so before notifying the Author/Editor in writing and allowing him an opportunity to negotiate for the purchase of such stock and unbound sheets

14. IF THE PUBLISHER shall for six months after the said Work is out of print decline or after due notice in writing neglect to publish a new edition or a reprinting of the said Work then and in either of such cases the rights granted hereunder to the Publisher in relation to the said Work shall terminate and all such rights shall revert to the Author/Editor but without prejudice to anything which shall previously lawfully have been done by the Publisher under the authority of this Deed

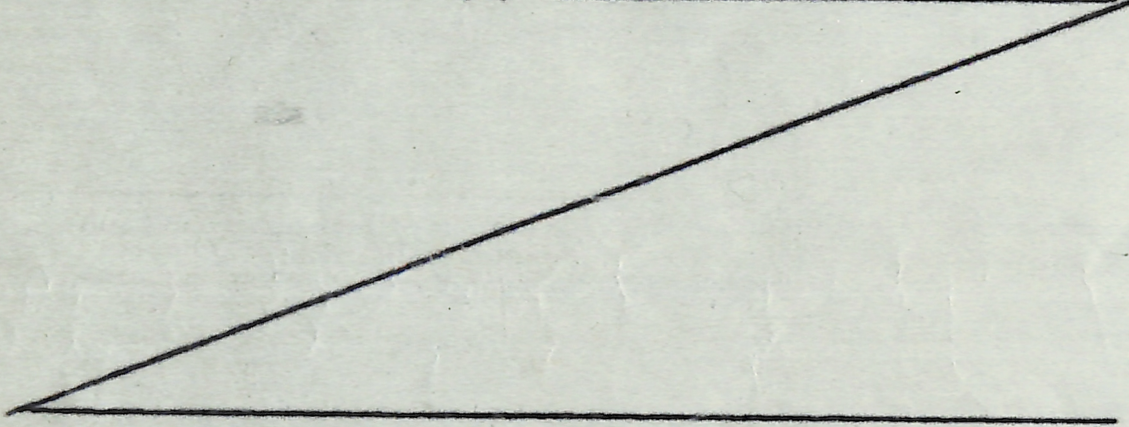


15. THE AUTHOR/EDITOR hereby grants the Publisher the sole right during the currency of this Deed to negotiate serial anthology translation broadcasting recording television dramatic film or music rights of the said Work provided that none of these rights shall be sold without the approval of the Author/Editor and the Publisher agrees to pay to the Author/Editor ninety per centum (90%) of the net proceeds received by it from the sale of any such rights

16. THE AUTHOR/EDITOR undertakes to prepare such new editions or such new additional or revised material as in the opinion of the Publisher are required from time to time to keep the said Work up-to-date. If within one month of being requested by the Publisher to undertake the preparation of such new edition or new revised or additional material the Author/Editor fails to signify his agreement so to do the Publisher shall be entitled to cause such new edition or new revised or additional material to be made by any other person whom the Publisher shall deem suitable

17. FOR THE PURPOSE of this Deed the date of publication shall be the date on which the first review copies are despatched by the Publisher

18. SPECIAL CONDITIONS **The Author shall be entitled to receive an advance upon royalties of £200 upon the signing of this contract, and in consideration of this payment the author warrants that the complete MS. and all supplementary material shall be delivered to the Publisher not later than 31 December 1964**



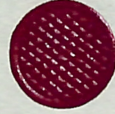
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first hereinbefore written

Signed sealed and delivered at.....

Melbourne by the said  
Robin Penleigh Boyd

Robin Boyd

in the presence of  
Judith de Bouch  
Witness



Given under the Common Seal of the University of Melbourne by direction of the Vice-Chancellor

Angelo Pochi  
Vice-Chancellor  
J. B. Hamilton  
Registrar

