

For valuable consideration received, the undersigned hereby grants to McGRAW-HILL BOOK COMPANY, INC., a New York corporation having its principal place of business at 330 West 42nd Street, New York, N. Y. (referred to as the "Publisher"), its successors and assigns, the rights to use eighty (80) or more photographs as previously submitted or to be submitted, in a book on land birds of North America (referred to as the "Work"), to be written by Drs. Robert Cushman Murphy and Dean Amadon of the Museum of Natural History of the City of New York (referred to as the "co-authors"), tentatively entitled "American Land Birds", and in portfolios compiled therefrom, to be published by the Publisher. The rights granted herein shall include the right of the Publisher: (a) to publish and sell the Work, together with all revisions and future editions thereof, in book form, throughout the world; (b) to arrange for the translation and publication of the Work, in all foreign languages; (c) at the Publisher's option, either to publish cheap editions of the Work, or to contract with a reprint publisher to issue cheap editions; (d) at the Publisher's option, either to lease its own plates of the Work or to sell copies of its own edition thereof to a recognized book club; and (e) to arrange for the sale of digests, abridgements, selections, and second serializations of and from the Work, provided that the undersigned is consulted and his approval is obtained for the rights under this subdivision (e).

The undersigned hereby authorizes the Publisher to copyright the Work containing such photographs, as well as all revisions and future editions thereof, in its own name in the United States and such other countries as the Publisher may desire, and to obtain renewal of copyright



on the Work as well as all revisions and future editions thereof.

The undersigned agrees that he will not use photographs selected for the Work in any other book or portfolios of a similar kind, namely, a comprehensive work on American land birds illustrated with color photographs, but expressly reserves the right to use or sell any of such photographs in non-competing works.

The undersigned consents to the use of his name as photographer in connection with the Work and portfolios, and all exploitations of them. He warrants that he is and will be the owner of the photographs covered by this instrument, and that he has the right to grant the foregoing rights to the Publisher in connection with said photographs.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 31 day of Mar, 1952.

Eliot Porter (L.S.)  
Eliot Porter

STATE OF NEW MEXICO        )  
                                  ) SS.:  
COUNTY OF SANTA FE        )

On the 31 day of Mar, 1952, before me personally appeared Eliot Porter to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

My com. exp. 4/12/55

Herbert Fell Logan  
Notary Public