

JONATHAN CAPE LIMITED  
TWENTY VAUXHALL BRIDGE ROAD  
LONDON SW1V 2SA

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Fax 071-233 6117



7 October 1991

Hilda Bernstein  
c/o Mic Cheetham  
Sheil Land Associates  
43 Doughty Street  
LONDON  
WC1N 2LF

Dear Hilda Bernstein

**EXILES FROM APARTHEID**

I am writing to confirm a conversation I know you have had with Candida Lacey. Jonathan Cape would be delighted to take over and honour your contract with Pandora Press. I have already spoken to Eileen Campbell at Thorsons and I know she will not stand in the way of strong views held either by yourself or your agent.

I shall be away at the Frankfurt book fair until next Tuesday but if you have any queries please do not hesitate to contact either myself or Candida.

We look forward very much to working with you on your book.

With best wishes

Yours

David Godwin  
Managing Director

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30 October 1991

Hilda Bernstein  
Old House Farm  
Dorstone  
HEREFORDSHIRE  
HR3 6BL

Dear Ms Bernstein

Thank you very much for your letter of 11 October. Everything is in hand here for the transfer of your contract from Thorsons. Candida Lacey joins us in two weeks and I'd just like to say how much we are all looking forward to you joining the Cape list.

With best wishes

Yours

A handwritten signature in black ink, appearing to read 'David Godwin'. The signature is fluid and cursive, with a large initial 'D' and 'G'.

David Godwin  
Managing Director

MEMORANDUM OF AGREEMENT made this                    day of                    1991 in respect of a literary Work entitled **Exiles from Apartheid** (hereinafter called 'the Work')

BETWEEN

(1) **Hilda Bernstein** c/o Anthony Sheil Associates Ltd, 43 Doughty Street, London WC1N 2LF ('the Author')

(2) HarperCollins Publishers of 77-85 Fulham Road London W6 8JB ('HarperCollins')

(3) Jonathan Cape Limited of 20 Vauxhall Bridge Road London SW1V 2SA one of the Publishers in The Random Century Group ('the New Publisher')

WHEREAS

A. A contract ('the Contract') for publication of the Work in volume form between the Editor and Pandora Press now an imprint of HarperCollins was signed on **17 July 1989**

B. The Author wishes to transfer the Contract from HarperCollins to the New Publisher

C. HarperCollins has assumed all Pandora Press's obligations therefor and has no objection to such transfer

NOW IT IS HEREBY AGREED AS FOLLOWS

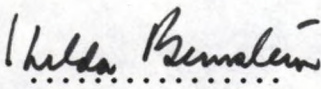
(1) With effect from **4 November 1991** ('the Effective Date') the New Publisher agrees to assume the obligations assumed by HarperCollins under the Contract with Pandora Press from which obligations the Author wishes to release and discharge HarperCollins and from which HarperCollins has agreed to be released and discharged with effect from the Effective Date;

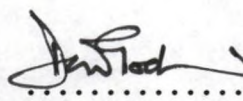
(2) The New Publisher undertakes to perform and to be bound by the terms of the Contract in every way; and in particular to repay to HarperCollins upon the signature hereof the sum of **Twenty Thousand Pounds (£20,000)** paid by Unwin Hyman to the Author as an advance against monies due under the Contract

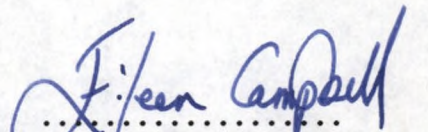
(3) The Author releases and discharges HarperCollins from all further performance of the Contract and from all future claims and demands whatsoever in respect of the Contract and accepts in lieu the liability of the New Publisher to be bound by the terms of the Contract in every way.

(4) For the purpose of this Contract only and without prejudice to any subsequent termination the Author HarperCollins and the New Publisher agree that all and any provisions of the Contract expressed to take effect on termination thereof shall not apply in respect of the novation effected by this Agreement.

(5) The parties hereto shall execute sign and do all such further acts as may be necessary to give full force and effect to the provisions of this Agreement.

  
.....  
Author

  
.....  
For and on behalf of  
THE RANDOM CENTURY  
GROUP LIMITED

  
.....  
For and on behalf of  
HARPERCOLLINS PUBLISHERS

MEMORANDUM OF AGREEMENT made this            day of  
between

Hilda Bernstein

c/o Anthony Sheil Associates Ltd., 43 Doughty Street, London WC1N 2LF  
(hereinafter called 'the Author', which expression shall where the context admits include the Author's executors, administrators and assigns) of the one part and

Pandora Press, (an imprint of Unwin Hyman Ltd.,) 15-17 Broadwick Street, London, W1V 1FP

(hereinafter called 'the Publishers', which expression shall where the context admits include the Publishers' assigns or successors in business as the case may be) of the other part.

WHEREBY it is mutually agreed as follows respecting a work by the Author provisionally entitled:

EXILES FROM APARTHEID

(hereinafter called 'the said work')

- Rights            1. The Author hereby grants to the Publishers for the full term of copyright and all extensions and renewals thereof the sole and exclusive licence to publish and grant sub-licences in the said work in volume form throughout the world.
- Warranties       2. The Author hereby warrants that:
- (a) the said work is original to the Author and contains nothing that is in any way an infringement of any existing copyright;
  - (b) the said work contains nothing obscene, indecent or defamatory nor any matter which is unlawful as a breach of the Official Secrets or any other Acts effective in English law;
  - (c) the Author will indemnify and keep indemnified the Publishers against any loss, injury or damage occasioned to the Publishers in consequence of any breach of these warranties; provided that any legal costs and expenses and any compensation, damages, costs and disbursements shall only be paid by the Publishers on the joint advice of the respective legal advisors of the Author and the Publishers and failing agreement on the advice of Counsel selected and instructed jointly on behalf of the Publishers and the Author.
- Delivery         3. (a) The Author shall unless prevented by circumstances outside her control deliver the complete typescript of the said work being approximately 100,000 words in length ready for press for the approval of the Publishers by 31st December 1991 .
- (b) The Publishers shall approve the said work unless it does not conform to a reasonable extent to the synopsis or letter in which the Author described her intentions as a result of which the work was commissioned.
  - (c) If the Author does not deliver the said work by the due date, the Publishers shall give the Author notice in writing of their intention to terminate this Agreement and the Author shall thereafter have a further six months in which to deliver the complete typescript in accordance with Clause 3(a) above and if she does so the Agreement shall not end.
  - (d) If this Agreement is terminated under this Clause all rights in the said work shall revert to the Author who shall repay any sums received by him hereunder except insofar as non-delivery or non-conformity of the work to the synopsis is occasioned by

circumstances beyond the Author's control.

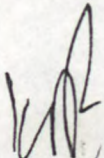
- Publication 4. The Publishers shall publish the said work at their own expense and risk in hardback volume form, unless prevented by circumstances outside their control, within twelve months of the delivery to them of the typescript of the said work. The Publishers further undertake to publish the said work in paperback not earlier than one year after first hardback publication and not later than eighteen months after first publication.
- Royalties: 5. (a) The Publisher shall pay to the Author the following royalties:
- Home (i) Of the British published price on all copies sold, excluding such copies as may by subsequent Clauses of this Agreement, or as otherwise mutually agreed, be sold subject to a different royalty:
- Hardback: 10% to 3,000 copies sold;  
12.5% to 5,000 copies sold;  
15% on all copies sold thereafter.
- Paperback: 7.5% to 20,000 copies sold;  
10% on all copies sold thereafter.
- Export (ii) Of the price received by the Publishers on all copies sold outside the British Isles (including Eire) or in the British Isles (including Eire) for purposes of export:
- Hardback: 10% to 3,000 copies sold;  
12.5% to 5,000 copies sold;  
15% on all copies sold thereafter.
- Paperback of the British published price:  
6% to 20,000 copies sold;  
8% on all copies sold thereafter.
- Small Reprints (iii) On all copies sold of a small reprint which shall not be more than 1,000 hardback copies and 3,000 paperback copies and there shall not be more than one small reprint per annum:
- Home (a) Of the British published price on all copies sold, excluding such copies as may by subsequent Clauses of this agreement, or as otherwise mutually agreed, be sold subject to a different royalty:
- Hardback: 10%  
Paperback: 7.5%
- Export (b) Of the price received by the Publishers on all copies sold outside the British Isles (including Eire) or in the British Isles (including Eire) for purposes of export:
- Hardback: 10%  
Paperback of the British published price: 6%
- Cheap Editions (iv) A royalty to be agreed on all copies of any cheaper edition issued by the Publishers with the consent of the Author.
- Remainders (v) 10 per cent of the actual amounts received by the Publishers on all copies remaindered above cost. The Publishers shall not be at liberty to sell copies of the said work as a remainder until two years after first publication without the written permission of the Author. The Author shall be notified in writing of the intended sale of the said work as a remainder and shall be given the option for twenty-eight days of purchasing such copies at the remainder price.

- O'seas Editions (vi) On all copies of any edition manufactured and distributed outside the British Isles (including Eire) by either the Publishers themselves or their representatives: ten per cent of the local published price.
- No Royalties (b) No royalties shall be paid on copies:
- (i) Presented to the Author, or to others, or to the Press.
- (ii) Destroyed by fire, water, enemy action, in transit, or otherwise (except to the extent the Publishers receive insurance payments in which case the remainder provisions in the preceding sub-clause shall apply).
- Book Clubs (c) (i) Should the Publishers sub-lease any part of this licence to a Book Club, then:
- (a) if the sub-licence is subject to a royalty, the royalty shall be divided between Author and Publishers equally.
- (b) if the sub-licence involves the sale of bound copies or sheets inclusive of royalty, the Publishers shall pay to the Author ten per cent of their receipts.
- Digests (ii) Should the Publishers sub-lease the right to publish in digest or condensation volume form they shall pay the Author 50% of their receipts.
- Paperback (iii) Should the Publishers sub-lease any part of this licence to a paperback publisher not associated with the Publishers provided that the Publishers do not manufacture the said work or arrange to participate in the sub-lease in any way (in which case terms shall be mutually agreed between the Author and the Publishers), the actual amount received by the Publishers from the sub-lease shall be divided by mutual agreement.
- (iv) Should the Publishers sub-lease any part of this licence to a paperback publisher associated directly or indirectly with the Publishers the royalties received by the Publisher on all paperback editions shall be payable in full to the Author.
- US Rights (v) The Publishers shall control US rights and shall pay to the Author 85% of all advance and royalty monies earned from such sales. The Author shall be consulted before any sale of these rights is finalized.
- Translation (vi) The Publishers shall control translation rights and shall pay to the Author 80% of all advance and royalty monies earned from such sales. The Author shall be consulted before any sale of these rights is finalized.
- Anthology (vii) Should the Publishers lease anthology and quotation rights any proceeds shall be divided equally between the Author and the Publisher.
- Large Print (viii) Should the Publishers sub-lease Large-Print rights, the proceeds shall be divided as to 60 per cent to the Author and 40 per cent to the Publishers.

All sub-leases under this Clause 5(c) shall only be agreed with the Author's approval which shall not be unreasonably withheld.

The Author's share of all advances and proceeds from any licence granted under this Clause 5(c) shall be paid by the Publishers within twenty-eight days of receipt of such monies by the Publishers, subject to the advance made under Clause 5(d) below having been earned and the sums due not being less than £50 and notwithstanding Clause 6 below.

- Advances (d) The Publisher shall pay to the Author, on account of the royalties specified in Clause 5(a) and (c) above, but not returnable, the sum of: £30,000 payable as follows:

LHB 

£10,000 on signature of this Agreement by both parties;  
£10,000 one year from signature of the Agreement;  
£10,000 on delivery of the manuscript.

- Accounts 6. (a) The Publishers shall make up accounts of the sales of the said work as at 30th June and 31st December in each year and shall render such account and pay all monies due to the Author by the succeeding 1st October and 1st April respectively.
- VAT (b) If the Author is registered for Value Added Tax the Publishers shall pay the requisite VAT with each and every payment made to the Author, including the payments referred to in Clause 5(d).
- Documents (c) The Publishers agree to supply the Author with photocopies of all sub-leases and agreements in connection with the sale of subsidiary rights within fourteen days of receipt of same by the Publishers and copies of all statements received by them at regular intervals in connection with all such subsidiary sales when accounting for such sales to the Author.
7. (i) It is agreed that the Author shall receive the following shares of the gross monies received by the Publishers or on his behalf from any dealing in the following rights made during the validity of this agreement in the territory exclusively granted:
- 1st Serial (a) Should the Publishers sell first serial rights, ie the right to publish the said work or excerpts from it in one or more instalments in a periodical or newspaper, sold before publication of the said work in volume form, the income from such a sale will be divided 90% to the Author and 10% to the Publisher, to be paid within one month of the receipt by the Publishers provided the advance as set out in Clause (5)d has been earned.
- 2nd Serial (b) Should the Publishers sell second serial rights, ie the right to publish the said work or excerpts from it in one or more instalments in a periodical or newspaper, sold after publication of the said work in volume form, the income from such a sale shall be divided 75% to the Author and 25% to the Publishers provided the advance as set out in Clause 5(d) has been earned.
- The Publishers will consult the Author before the sale of any of the rights in 7(i) (a) and (b).
- (ii) It is agreed that the Publishers shall receive the following net monies received by the Author or on her behalf from any dealing in the following rights made during the validity of this agreement in the territory exclusively granted.
- One-Shot (a) The right to publish the complete work in a single issue of a periodical or newspaper ie. one-shot publication: 50%.
- Radio/TV (b) The right to read the said work or excerpts from it on sound radio or television, either as a single item or serially solely after publication of the said work in volume form: Twenty-five per cent.
- Cassettes etc (c) The right to read the said work or excerpts from it on audio-visual recording and presentation systems, cassette, recording discs and photographic reproduction except for use in connection with a cinematograph film solely after publication of the said work in volume form: Twenty-five per cent.

The Author will consult the Publishers over any sale of rights under this clause.

- Audit 8. The Author shall have the right herself or by any Accountant appointed by him from time to time on reasonable notice to the Publishers to inspect all books, vouchers and documents in the

possession of the Publishers relating to the exploitation of rights in and to the sales of the said work.

- Illustrations 9. The Author and the Publishers shall mutually agree on what illustrations are required and the cost of copyright fees and other costs relating thereto shall be borne by the Publishers.
- Index 10. The Author and the Publishers shall mutually decide whether an index is required and the costs relating thereto shall be divided by mutual agreement in the event of the Author not wishing to compile an index herself .
- Production/ Design/ Corrections 11. All details as to the manner of production and publication and the number and destination of free copies shall be left to the sole discretion of the Publishers, who shall bear all expenses in connection therewith except the amount (if any) of the Author's corrections in the proofs other than printer's errors in excess of ten per cent of the cost of composition. The Publishers shall notify the Author of any such excess expenses before the book finally goes to press and the extra amount shall be borne by the Author and settled in account.
- (a) The Publishers undertake to consult the Author about jacket design.
  - (b) The Author undertakes to read, correct and return proofs to the Publishers within twenty-one days of receipt of the same.
  - (c) The Publishers undertake that the proofs are in addition read and corrected by a responsible proof reader.
  - (d) The Publishers undertake to inform the Author regarding the number of copies in each impression or edition.
  - (e) Advertisements other than for books issued by the Publishers shall not be printed on the dust-jacket or in a paper back edition and may not be inserted or printed in any edition of the said work whether issued by the Publishers or their licensees without the prior written consent of the Author.
  - (f) Within ninety days of first publication of the work the Publishers shall return the original typescript to the Author.
- Free Copies 12. The Publishers shall send as soon as they become available and before the day of first publication presentation copies of the said work as follows:  
six copies of each edition to Hilda Bernstein, Old Farm House, Dorstone, Hereford, HR3 6BL  
and six of each edition to Anthony Sheil Associates Ltd.  
The Author shall be entitled to buy further copies for personal use at the lowest trade price.
- The Publishers undertake to supply the Author c/o Anthony Sheil Associates, with presentation copies of any sub-leased edition or editions or impression subsequent to original publication.
- Publishers' Breach 13. If (a) the Publishers fail to fulfil or comply with any of the provisions of this Agreement within one month after written notification from the Author of such failure, or (b) an order is made or an effective resolution passed for the liquidation of the Publishers other than a voluntary liquidation for purposes of amalgamation or reconstruction only, or if (c) the Publishers at any time allow the said work to go out of print or off the market (which shall be held to be the case if there are less than 100 copies in stock or the book is not listed in the Publishers' complete catalogue) and shall not have reprinted and placed on the market a new edition or impression of the said work within six months after written notification from the Author, then and in any of these events this Agreement shall automatically determine without prejudice to any claim the Author may have either for monies due and/or damages and/or otherwise. The Publishers undertake to notify the Author that the book has gone out of print or off the market on the first royalty statement thereafter.
- Out of Print



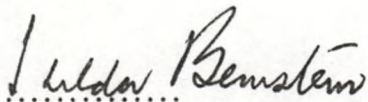
Assignment of Rights 14. The Publishers may only assign their rights and obligations under this contract with the written consent of the Author which shall not be unreasonably withheld.

Copyright 15. The Publishers undertake that all copies of the said work published or sub-leased by them shall bear the required U.C.C. copyright notice in such manner and location as to give reasonable notice of claim of copyright. The Publishers agree to print the following words on the reverse of the title page: (C) Hilda Bernstein 19\* (\*indicates first year of publication)

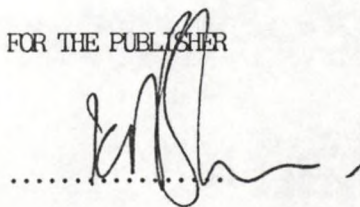
Death of Author 16. If the Author dies before delivery of the said work to the Publishers or is prevented by causes beyond her control from fulfilling the Agreement, the Author agrees that all typescript or notes relevant to the said work shall belong to the Publishers and that that part of the advance already received shall remain with the Author or her estate; and the Author or her estate shall also be paid such proportion of the royalties and other sums payable hereunder as will be fair and reasonable having regard to the state of the said work at the time of the Author's death or prevention from fulfilling the Agreement. \*\*

Agency 17. All statements of account and all monies due under this Agreement should be paid to the Author's agents, Anthony Sheil Associates Ltd. 43 Doughty Street, London WC1N 2LF who are hereby authorised to collect and receive such monies, and the Author declares that the receipt of the said Anthony Sheil Associates Ltd., shall be a good and valid discharge in respect thereof, and the said Anthony Sheil Associates Ltd., are hereby authorised as agents for the Author in all matters arising out of this agreement.

FOR THE AUTHOR

  
.....

FOR THE PUBLISHER

  
.....

\*\* In the event that there is no typescript nor extensive notes, the amount of the advance which shall remain with the Author or her estate shall be negotiable.

Attention: FRANCES COADY

CONTRACT: Jonathan Cape took over my contract with Pandora Press, October 1991. Date for delivery of manuscript remains December 1991. First manuscript delivered in December, over-length, by agreement with editor Candida Lacey, for subsequent cutting.

1992 AUGUST: Reduced manuscript completed to satisfaction of editor, and then copy-edited. Read by Godwin who said it was excellent, but still too long; asked for some structural changes and further cuts.

OCTOBER: Structural changes and cuts agreed with editor, and approved by Godwin. Cover designed and proofed, and maps prepared.

Publicised in Cape's Autumn & Winter Book List for publication January 1993, 600 pages. Again appeared in Spring and Summer List with date moved to July 1993, without any reference to me.

NOVEMBER: Candida Lacey is made redundant. No formal information of the consequences for my book received.

DECEMBER: Wrote asking information on procedure, dates for proofs and publication. Godwin replied (14/12/92): Quote 'I have gone through and re-read the whole of the revisions and I think it is a marvellously good book . . . It is a wonderful and marvellous achievement, and Cape will publish it well, I promise you.' He claimed to be negotiating over sales in America and South Africa. No dates for proofs or publication.

1993 JANUARY: Met Godwin, who gave many flattering re-assurances; said no decisions could be taken until he heard from South Africa. I mentioned the Weekly Mail Book Week as a publicising opportunity in South Africa.

Letter from Godwin (21/1/93) stating June/July publication not practicable, and insisting on September publication with launch in South Africa. Promised to send schedule.

In frustration and anger I asked my agent, Mic Cheetham, to intervene and oppose any further delay. She persuaded me to bow to force majeure and accept Godwin's proposal. I reluctantly agreed to the launch in September in South Africa and again asked for a detailed schedule.

The Weekly Mail had agreed to my participation in their Book Week and asked me to make my own arrangements for accommodation.

MARCH: Letter (1/3/93) from Jenny Cottom scheduling proofs for June and publication date of 16 September 1993.

Godwin visited me in Oxford (29/3/93) to say he had decided to publish the book as a trade paper-back of 300 pages in February 1994. He gave as reasons: that the manuscript was a mess, needed complete re-typing and re copy-editing; the Weekly Mail negotiations would be cut off because Cape were being asked to share the travel expenses of my trip to the launch.

I told Godwin his proposals were in breach of contract and of all subsequent undertakings. I asked him to put his proposals in writing; he promised to do so. Instead, he wrote me a letter (31/3/93) stating that the contract was for 100,000 words, and asking - for the first time - for my proposals to meet this.

I told my agent to inform Cape:

- a) that Godwin had accepted the book at 600 pages and listed it;
- b) that the book could not be viable if cut in half;
- c) that I would unwillingly make some further cuts which would be the last;
- d) that I would prepare a clean manuscript incorporating most of the copy-editing requirements.

e) that the book had to be published in hardback as per contract, failing which Cape should relinquish their rights on the book altogether.

A clean manuscript which cut out six complete interviews and made substantial cuts on others was prepared and delivered to Cape via my agent within two weeks.

MAY: Godwin faxed my agent (19/3/93) confirming publication date as March, 1994, in hardback, and that 'we will not be asking Hilda to make any further extensive cuts. I have now passed the typescript to Jenny Cottom.'

JUNE: Contacted Jenny Cottom to ask for information and was told she had not been given the typescript and knew nothing about it.

Jonathan Cape are fortunate not to be saddled with responsibility for my hospital care, as I narrowly avoided having a stroke.

HILDA BERNSTEIN  
20 July 1993

JONATHAN CAPE LIMITED  
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23rd November 1991

Hilda Bernstein  
Old House Farm  
Dorstone  
Herefordshire HR3 6BL

Dear Hilda

How good to see you today, and looking so well. I am very excited about THE UNHEALABLE RIFT and very much looking forward to spending January reading all the material. And a weekend in Herefordshire will be a treat indeed; do not worry, though, if you have second thoughts and decide that you and Rusty cannot cope with the three of us! I shall quite understand.

Do try to let me have the rest of the manuscript before Christmas. I am eager to start my mammoth task!

As ever,

Candida Lacey

*With love,  
Candida*

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13th December 1991

Hilda Bernstein  
Old House Farm  
Dorstone  
Herefordshire HR3 6BL

Dear Hilda

My arms are longer than they were yesterday: lengthened by carrying your wonderful book to and fro the station. Your introduction brought tears to my eyes. What will I do when I get to the interviews? I am sending you a copy of the introduction, with my editing on it. You may disagree with some of the cuts or moves, but I only took out what, to me, seemed repetative or a digression. For example, I took out the 'dying a little' paragraphs because a) Katleho Moloi is talking about her mother's actual death, and this confuses the point, and (b) I think that the point is more acute as the text now stands. Similarly, Berger's point on the universality of the exile experience on p.7 interupts your description of the uniqueness of the SA situation, and undermines your point about universality at the end of the intro.

Now I will start the body of the book. I think it would be best if I continue straight from beginning to end, as we discussed. So I shall leave you in peace to have a Happy Christmas and New Year with your family. You have much to celebrate, Hilda! But do feel free to call me whenever you wish.

Incidentally, I think that there is huge TV potential in this book. Have you talked to Toni about it? She seems the obvious person to approach first? Shall we discuss this? Do give me a call when you have a moment.

With much love,

A handwritten signature in blue ink, appearing to read 'Andrew'. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

DIRECTORS: Georgina Capel Tim Chester Anthony Colwell Peter Dyer David Godwin Rachael Kerr Tom Maschler Gaye Poulton Graham C. Greene

Registered in England under no. 195767. Registered office: 32 Bedford Square London WC1B 3SG

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10th April 1992

Hilda Bernstein  
c/o Ivan Strasburg  
Flat 3  
38 Canfield Gardens  
London Nw3

Dear Hilda,

Welcome back. I very much look forward to hearing about your trip, and your feelings about going back to South Africa.

This package contains:

- 1) The manuscript (now in two files)
- 2) Olive Schreiner Reader: re. the Chronology for your info.
- 3) Tapes of Christopher Hope & Hugh Masekela: my secretary started to transcribe the former (pages enclosed) but without the proper machine and skills it was taking forever, so I thought your woman would do a better job.

You will see as you go through the manuscript that I have made additional cuts, and I hope that these are acceptable to you. PLEASE do not put anything back in, or add any new material, without first talking to me.

You will also see lots of yellow stickers. These indicate places where new material is needed: these are mainly missed biographies. I know that you wanted (studs Terkel-like) to omit biographies of some people but I feel very strongly that each interviewee should have a context. Also, it is very undemocratic to leave some out - rather like saying, this person's life is not very interesting.

Other new material needed is introductions to some of the sections and sub-sections.

I have suggested some further cuts of people but I suspect you will disagree, although I insist that we take out as much as we're putting in (i.e. making room for HOPE & MASEKELA). My suggestions are:

- ~~HUGH LEWIN~~ (jailbirds)
- FATHER CAS (born in the USA) (")
- ~~MICHAEL MELI~~ (camps) -
- ~~MIKE NGOZI~~ (bridging the rift)
- JOHN MATSHIKIZA *has been cut down* (artists)
- ~~SIKBULU SHANGE~~ (artists)
- M'AFRIKA NODUMAHLEZI *shortened* (continents)
- EVERT CILLIERS *must stay* (drifting on)
- ~~AMON MAHAMED~~ *only one without education. Different type* (drifting on)

pto/cont....

Regarding the Structure, there are still sections that make no sense to me: CAREERS and CITIZENS eg. why are BARMANIA and HOFFENBERG in 'citizens' and not 'Careers'?. I still think that one way of solving the problem, and reinstating some of the people I want to cut, is to use the CITIZENS section for all those who where born elsewhere. Please think about this, again, Hilda.

DRIFTING ON seems a very negative and rather meaningless category. I would cut the category altogether, keeping only ANN LOU~~IS~~. She might go in an earlier section.

Book One and Book Two now seem to me a false division and one that is unhelpful to the reader.

*Right  
division*

Can we discuss all these structural points before you make any decisions?

Some questions:

*Can go* In your letter of 18th February, you said that you had reinstated PETER MOTAUNG and GORDON METZ but they are not in the manuscript. Also, TODD MATHSIKZA's name should surely be deleted as he doesn't speak?

Problems

- FOUR OF THE FIRST still looks clumsy. Do you need you quote to such a great extent. Can it be shortened so that it becomes an introduction, by you, simply drawing on these people? It is very odd having three of the interviews and four people in the preamble. We need to talk about this.

Again, in 'Black consciousness', why quote so extensively from Victor MATLOU when there follows a full interview with him?

WELCOME MSOMI and THULI DUMAKUDE do not work cut and pasted together like this.

RAMNIE DINATH & SHANTIE NAIDOO: we are going to have to have a new print out as it is unintelligible with the moves.

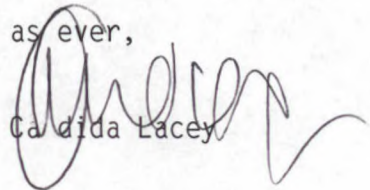
Does VUYISWA BONGA belong in the 'Families' section? I don't think so.

Additional bits and pieces needed are:

- acknowledgements
- chronology
- map; i think we can provide the basics

when you have had a chance to unpack and mull the contents of this letter over, do give me a call.

as ever,

  
Hilda Lacey

# JONATHAN CAPE LIMITED

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LONDON SW1V 2SA

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Fax 071-233 6117



14 December 1992

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
OXON  
OX5 1HF

Dear Hilda

Thank you for your letter. I am sorry that Candida is leaving but I don't want you to feel alarmed about the future of your book. I have gone through and re-read the whole of the revisions and I think it is a marvellously good book and much the better for the changes. We would like to publish it next year, but what I have done is send a copy to Stephen Johnson who runs the company in South Africa to see if he has strong views about exactly when it should be published and as soon as I hear from him I will of course come back to you.

We also have to sell the book in America, of course, and I am now in discussion with Georgina Capel who will sell it, but we will come back to you if there are any difficulties there.

I know this is a difficult time for you but I do want to do anything I can to persuade you that you have not wasted any time on this book. It is a wonderful and marvellous achievement and Cape will publish it well, I promise you.

With best wishes

David Godwin  
Managing Director;



\* \* \* \* \* << TRANSMISSION REPORT >> \* \* \* \* \* AMSTRAD \* FX6000AT \* \* \* \* \*

DATE	TIME	DURATION	REMOTE ID	COMM.	PAGE	RESULT
JAN.22	10:14	0:01.02	0718312127	TX	001	OK

MODE : STANDARD FAILURE PAGE : NONE

\* \* \* \* \*

Monday 10-12

Pete Dally

071.320.6507

ATTENTION MIC CHEETHAM

071-~~831-2127~~



071-831-2127

## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

21 January 1993

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
OXON  
OX5 1HF

Dear Hilda

I am racing in and out of here so I thought I would drop you a line about the publication date. I have discussed it with Jenny Cotton and we have had a very good look at the manuscript. This book will need some detailed copy-editing and design work to make sure it works and I am worried about the schedule. We will need some time to get the manuscript into shape and I don't think the June date is a practicable one.

I also think that the South African plan is a good one. I accept the fact that the book is about exile but in a sense the book also is about returning and dreams of returning, so I don't think it is wholly inappropriate to launch the book in South Africa and I think, given the problems of pressure of time and how keen the South Africans are to launch it, I think we should stick with that plan.

I know you will be disappointed about this and I know it is important to you, but I think it would be impractical to rush this book for June given the very considerable problems that will arise in its production, but I am sorry to disappoint you, all the same.

With best wishes

David Godwin  
Managing Director

*I'll send you a detailed schedule next week with proof dates, etc.*

---

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071 831 2127

ATTENTION TO CLIENTS  
01-833-1111



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

1 March 1993

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxford OX5 1HF

*Dear Hilda Bernstein*

David has asked me to write to you and set out our plans for The Rift.

The publication date is 16 September which means we need finished books in mid-August, so working back from these dates I would expect proofs in (as pages) around 11 June which would allow you about three weeks to check them.

I am sure you will understand this is a difficult book to set straight to page, which is why I am allowing extra time for it to be designed, and indeed we will get specimen pages done in advance, which we will show you, so that when it is typeset we have a fair idea it is going to be what we want.

Please let me know if you anticipate any problem with these summer dates.

With best wishes  
Yours sincerely

*Jenny Cotton*

Jenny Cotton  
Managing Editor

P.S. I have photocopies of the maps but not the originals. Were they sent to you by any chance?

Copy to DG

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# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

31 March 1993

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
OXON  
OX5 1HF

Dear Hilda

I am sorry that the meeting yesterday morning didn't work out in the way I perhaps naively hoped it might. I did imagine it might be possible for us to have a discussion about how we might proceed but clearly this is not the case.

As we agreed, I am now reviewing the contract and it does clearly state that the manuscript should be 100,000 words. The manuscript I have in front of me is considerably longer than that so I would be grateful if I could have your suggestions as to how the contracted length can be met. I have given Mic Cheetham a copy of the typescript but maybe I should return it to you to make the necessary cuts.

Yours sincerely

David Godwin  
Managing Director

c.c. Mic Cheetham



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

cc Hilda .

**FAX MESSAGE**

To: Mic Cheetham

From: David Godwin

Date: 19 May 1993

Dear Mic

THE RIFT / Hilda Bernstein

Thanks for your fax. I can now confirm that we will publish THE RIFT in March 1994 in hardback and that we will not be asking Hilda to make any further extensive cuts. I have now passed the typescript over to Jenny Cotton, our managing editor, for her to allocate an editor.

With best wishes

David Godwin  
Managing Director

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cc Hilda.

Mic Cheetham  
Sheil Land Associates  
43 Doughty Street  
London  
WC1N 2LF

28 July 1993

29-7

Dear Mic Cheetham

Jenny Cottom has now passed on to me the revised manuscript of Hilda Bernstein's The Rift which I will be copy-editing over the next few weeks. I have written to Hilda detailing the schedule - as you know the publication date is now 3 March ~~1993~~ and working back from this we will expect proofs to come in around 15 November.

I enclose a jacket, as requested.

With best wishes

Marion Steel



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxford  
OX5 1HF

28 July 1993

Dear Hilda Bernstein

Jenny Cottom has passed on to me your revised manuscript of The Rift which I will be copy-editing over the next few weeks. I don't expect that you remember, but we met very fleetingly once when you came into the office. I am a great admirer of your book which I have read in earlier versions, and I am very pleased to now be working on it.

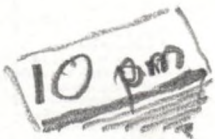
As regards the schedule, as you know the publication date is 3 March 1994, which means that we should have page proofs in around 15 November and you would have three weeks to check them. However, we may be able to improve on that date should I be able to get the manuscript into production by the beginning of October and ahead of schedule, which I am aiming to do. I would hope therefore to have some designed specimen pages for you by the end of September.

I will be in touch again towards the end of August, by which time I hope to have made some headway, if not be nearing completion. It would be good to meet then to discuss any problems, queries etc.

Please do not hesitate to contact me if you have any questions or worries.

With very best wishes

Marion Steel



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## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

30 July 1993

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
OXON  
OX5 1HF

Dear Hilda (if I may)

Thank you for your letter.

I've talked to Jenny Cottom about the schedule and she reckons she can improve it by about a month, i.e. editing to be completed by mid-October, bound copies by Christmas, publication early February.

Marion Steel, who will be doing the editing, will be in touch very soon.

I've started reading the MS, but keep being interrupted. Please be patient.

With best wishes

Dan Franklin



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

11 October 1993

Dear Hilda

Here are two sets of proofs of THE RIFT for you, hot off the press - one for you to mark up your corrections, the other for you to keep. When you are correcting can you mark all printer's errors in red and any others in blue. Should you need to make any corrections that involve putting in or taking out lines can you lift out or add in the equivalent number of lines, preferably on the same page, so that the pages don't get out of sync...

If you can get them back to me by 27 October that would be ideal, but if this is going to be a problem then let me know. I hope that you like the way they look. My one criticism is the running-heads which I think too large, I think they will be better in small caps and running either centrally or to the right, so as not to interfere visually with the headings where they appear at the top of the page.

Don't hesitate to call me if you have any questions.

Very best wishes

Marion Steel

*I tried to call you today but without success,  
am sending this Red Star and hope it  
reaches you speedily.*

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# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

1 November 1993

Dear Hilda

I hope all is well with you. I have been trying to call you this afternoon, but without success - so I just thought I'd drop you a line to let you know how things are going.

Dan and I have talked at length about the setting. Basically, as far as the headings that fall low on the page are concerned the cost to rerun the book would not only be astronomical, but it would mean that the publication date would slip out of February - which I'm sure you will agree is the last thing that we want to happen. I have gone through all the pages that you listed where such a problem occurs. I think the worst ones are on pp. 481, 13, 198, 358 and 441 where only one line of text falls beneath the heading. In these cases, if you want we could cut a few lines from the following page, in order to bring the heading over to a new page. P.56 Betty du Toit I have solved by taking over, because fortuitously the section ends a few pages on - which means taking the lines over for a few pages. Unfortunately, however, there isn't this opportunity with any of the others - as you know because of its length the book had to be set quite tightly and therefore the only space occurs at the end of each section.

pp323/4 I have also solved by taking two lines of the quote over, and jiggling round with the short lines on p.324.

I think that you will find that where two lines or more fall beneath the heading the page will look fine - the proofs are deceptive as they have been guillotined off immediately below the last line, whereas if you imagine the book (looking at the spec for example) there will be quite a bit of space between the last line and the bottom of the page. But if you want to want to take over some of the others too, by cutting lines, then we can do so.

When I spoke to you last on the phone you said that you could go through and find all the author questions, for them to be put in italics. So if you can do that I'll see to it that they are done.

There are a few other things that I'd like to discuss with you, so if you can ring me on receipt of this letter we can go through them, plus the changes you want to make to accommodate the headings.

I'm sending you another set of proofs as I can't remember if you have a spare set.

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cont...

I hope that these suggestions go some way to solving your worries about the type-setting.

I have ~~also~~<sup>also</sup>, as promised, changed the sub-sections ('People of Mazimbu' etc) to a larger type, so they will stand out more.

I know Dan is also keen to talk to you and will ring you tomorrow.

With best wishes

*in haste to catch the post,*

*Marion*

Marion Steel



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon  
OX5 1HF

1 Date  
2 Chronology de Berk  
3 Buckley Natshikusa  
17 Feb  
6 weeks prior to publication.

24 November 1993

Dear Hilda

I thought you'd like to see a copy of the revised proofs that have just come in for THE RIFT. I hope that you feel much happier with the changes. Should you have any queries I won't be in the office tomorrow, but I will be on Friday.

All the very best

Marion Steel

(Don't feel that you have to go through checking every detail - I will be doing that! I just thought you'd be interested to see how they look.)

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## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

31 January 1994

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
OXON OX5 1HF

Dear Hilda

I have discussed your two party proposals with Caroline Michel, who is in charge of publicity and promotion, and am very sorry to say that she remains adamant that she has no money in her budget for any more parties, however eminent the guests of honour might be.

I am very sorry about this, but there is nothing I can do about it. Our only hope is to get someone to sponsor a party: do you have any thoughts on the subject? I don't suppose that the Embassy would now look with favour on a book like this, would they, or that you would set foot there?

I've faxed Stephen Johnson about South Africa but had no reply as yet.

With best wishes

Dan Franklin  
Publishing Director



## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon  
OX5 1HF

17th May 1994

Dear Hilda,

It was very good to talk to you yesterday.

I've asked Nicky to send you all the reviews.

Georgina has had no luck in America and is happy for you to have a go. We would, however, want to do the contract (if you are successful) and claim our 10 per cent.

It's still out with Penguin, Pandora and PaperMac for paperback. We should hear shortly. Meanwhile we're asking Stephen Johnson whether there's anything he can do specifically in South Africa.

With best wishes,

Dan Franklin  
Publishing Director

P.S. Please let me know what happens with your American efforts. If you don't succeed, we can get the book distributed there.

cc: Rae Shirvington



# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

1st June 1994

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

Dear Hilda Bernstein

I am pleased to enclose a set of recent press cuttings and reviews for THE RIFT.

More to follow as they appear

With very best wishes

Yours

Jonathan Mitchell  
Publicity Assistant





# JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

Hilda Bernstein  
54 Lock Crescent  
Kidlington  
OXON OX5 1HF

2nd September 1994

Dear Hilda,

I'm afraid to say that The Rift has now been turned down by all the outside paperback houses we've tried: Penguin, Papermac, Pandora and OUP.

We've written to Stephen Johnson to see whether he can cost a paperback, offering him free CRC, waiving our offset fee etc. I'll let you know what transpires.

With best wishes,

pp Dan Franklin

Boris

\* Wky on Swedish documentary  
on resistance, IDAF.



## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

071 373 6642

### FAX MESSAGE

To: Simon Trewin  
From: Dan Franklin  
Date: 19 December 1994

Dear Simon

Thanks for your fax of 30 November concerning The Rift by Hilda Bernstein.

What are we going to do with this seemingly intractable problem? With the best will in the world I cannot persuade either Vintage or Pimlico to take on the book. The only significant market is in South Africa, and that is less than 1000 copies. They can't print a very low number as the book is so enormous. I am not surprised that they are unenthusiastic.

The unearned advance on the book is currently £27,383.64. You could of course argue that a paperback would help to reduce that. Others would argue that it would be throwing good money after bad. What is certain is that Hilda will be unlikely to get any more earnings from the book.

Personally, I feel that our best option would be to sell our remaining stock of 848 copies in South Africa at a reduced price, thereby satisfying the market there, and to then revert all rights to Hilda. What do you think?

With best wishes

Dan Franklin

**JONATHAN CAPE**

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

**FAX**

To: Simon Trewin  
Sheil Land  
831 2127  
From: Dan Franklin  
Date: 9 May 1995

Dear Simon

Thanks for your letter of May 2 concerning The Rift by Hilda Bernstein.

I am happy to accept the solution you propose. We shall revert US, Foreign and UK rights to Hilda and sell our remaining stock in South Africa at a reduced price. I shall send you (or Hilda? please advise) 50 copies.

I shall arrange for a reversion letter to be drawn up.

With best wishes

Dan Franklin

cc: Howard Watson



## JONATHAN CAPE

Twenty Vauxhall Bridge Road,  
London SW1V 2SA

23rd June 1995

Hilda Bernstein  
57 Lock Crescent  
Kidlington  
Oxon OX5 1HF

Dear Hilda

I just wanted to drop you a quick note to let you know that as of the 26th May, I will no longer be working in the publicity department at Jonathan Cape, as I will be starting a new publicity job with Granta and Penguin.

My replacement at Cape will be Steph Sweeney, who was previously working at Waterstones on Charing Cross Road here in London, and she will be in the Cape offices from the 31st May. If you have any queries or need to speak to anyone here, please don't hesitate to call either Steph or Rachel Cugnoni, the Publicity Director.

I would like to say how wonderful it was to have the opportunity to work with you, and to wish you every possible success with your writing career – I will be watching with interest and I hope I may bump into you at some point in the future!

With very best wishes

Nicky Eaton  
Publicity Manager

Outrigger  
50c Huntenhull Lane  
Chapmanslade  
Westbury  
Wiltshire  
BA 13 4AS  
15 January 1996

Miss H Bernstein  
c/o Jonathan Cape  
London

Dear Miss Bernstein

I was given a copy of your book 'The Rift' for Christmas. No ..... not Christmas reading.  
Harrowing , harrowing , harrowing.

Thank God there is an account of the events. We must never forget.

We left South Africa in the middle of 1990. The main reason was that we feared there would be a right wing coup at any minute. The violence was horrific ... people being thrown off trains - simply could not live there any longer. We did not want our son to go into the army. Our daughter married a Hollander and lives there with her husband and two children. We live here. Our son is settled but our daughter is not happy in Holland and we are not happy in England. My eighty five year old mother is still in S A . Generations of people suffering in various degrees.

Yours sincerely

B M Beach

Beryl Beach

✓ Replied 4/2/96

30 July 1993

Dear Marion Steel

I was really happy to receive your letter. It makes me feel that a new era has begun in my relationship with Cape.

When I prepared a clean manuscript for Godwin in April, I incorporated as much of the copy-editing on the old one as I could; I hope that will help to speed up your work.

I am enclosing a new introduction to THE MILITARY ROAD (in Part Two, sub-section 11). Would you please substitute this, and remove the introduction to THE WANKIE INCURSION, so that the Morodi interview follows directly on from Gloria Meek.

I have notes on a few small changes and literals that we can discuss when we meet. I am always pleased to have an excuse to come to London.

Please phone me any time you have queries.

With my best wishes

Hilda Bernstein

30 July 1993

Dear Marion Steel

I was really happy to receive your letter. It makes me feel that a new era has begun in my relationship with Cape.

When I prepared a clean manuscript for Godwin in April I incorporated as much of the copy-editing on the old one as I could; I hope that will help to speed up your work.

I am enclosing a new introduction to THE MILITARY ROAD (in Part 2, sub-section 11) in place of the present introduction to THE WANKIE INCURSION



Nikki Eaton  
Jonathan Cape.

Dear Nikki,

I hope I have your name correctly.

Two more South African journalists living in England - both fairly well-known:

Colin Legum and Donald Woods. Colin lives in Plaw Hatch, Sussex, ~~Don't~~ London. I don't have their addresses.

Two more organisations that should get publicity:

Ethel de Keyser,  
British Defence and Aid Fund for South Africa  
The Ivories, Unit 22,  
6-8 Northampton Street,  
London N1 2HX

Anti-Apartheid Movement (Mike Terry)  
13 Mandela Street  
London NW1 0DW

Good wishes

Hilda Bernstein

18/9/93

CAPE

Dear Marion

Enclosed are print-outs of the Ronald Segal page (28), and of the complete interview with Jabulile Maphisa. There was some confusion here - you indicated that there was a page or two missing from Ma-Mercy, and that the next page started with 'I couldn't move ....' This is the Maphisa interview, so I am not sure if a page was missing from Ma-Mercy as well. The sequence in that section was:

Mesie Martins . Jabulile Maphisa . Caesarina Kone Makhoere .  
Ma-Mercy Mntambo

Phone me if there are any more missing pages.

#### ACRONYMS

SAP: South African Police

SACTU: South African Congress of Trade Unions

SOMAFCO: The Solomon Mahlangu Freedom College

(I don't know whether this should be included in the acronyms. In the section THE ROAD TO EDUCATION; i. The Mazimbu Pioneers, last para on the first page, you will see that this is set out, and an explanation of the use of SOMAFCO and MAZIMBU. The college was named after Solomon Mahlangu as he was the first ANC/MK member to be executed for his political activities in South Africa.

#### GLOSSARY OR FOOTNOTES

Standholder: owner of an urban plot of land (very unusual among Africans)  
Pondokkie: Shack

(I think these two should be footnotes, as they do not occur elsewhere)

Kombi: This is a German-usage: A type of Volkswagen small van. I think it is in general usage.

Stoep: This is in both my dictionaries, and I believe is understood and should not require a footnotes.

BA. LLB. A Bachelor degree in law. This is also in my Collins dictionary - the BA is, of course, the primary Bachelor of Arts degree, and the LLB is the subsequent law degree. A BA.LLB (or LLB) is compulsory for a Barrister in South Africa, but I think the initials are well understood here.

Kitons: This should be spelt ketones. Collins says excess ketones are found in the blood or urine of people unable to use glucose, as diabetics and in starvation.

Footnote for page 612 - the Williams interview:

\*Damien Williams has since been released under an amnesty for a number of political prisoners.

Jaaque Pauw - you were right, this is the correct spelling - I checked it against his book.

CHRONOLOGY: I discussed this with Dan Franklin, and he felt it must go in. (I had taken it out when trying to cut the book.) I cannot remember whether I told you this or not, nor if I left a copy of the chronology with Dan or with you. If not, please phone me (it should also be at the beginning - before the introduction - of the longer copy that was ready when Candida left.) It was agreed that we would put the chronology at the end of the book, before the list of names, because of all the various lists and explanations at the beginning.

I was supposed to be going away on the 12th, but our plans had to be changed, so I am still around if you want to contact me.

Good wishes

Hilda Bernstein

**Collection Number: A3299**

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***PUBLISHER:***

*Publisher:* **Historical Papers Research Archive**

*Collection Funder:* **Bernstein family**

*Location:* **Johannesburg**

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