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92263

November 17, 1998

Via Certified Mail- Return Receipt Requested
Receipt No. P 454 085 992

Mr. Klaus Peters
AK Peters, Ltd.
63 South Avenue
Natick, MA 01760-4626

Via Certified Mail- Return Receipt Requested
Receipt No. P 454 085 988

Ms. Alice Peters
AK Peters, Ltd.
63 South Avenue
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EXHIBIT W

Re: Proposed Second Edition for "Mobile Robots"

Dear Mr. and Ms. Peters:

You have not responded to my letter dated November 9, 1998. I requested a response by Friday November 13, 1998.

I did receive from you a copy of a letter to Dr. Flynn dated November 9, 1998. I assume that it states your current position and that your position has not changed as a result of my earlier letter.

That is unfortunate.

Essentially, I understand that your position is that you are planning to distribute a book with errors and without Dr. Flynn's consent.^{1/} You cite Paragraph L of the agreement without your

^{1/} You also state that you dealt with Mr. Jones and did not send any documents to Dr. Flynn, including the proposed text and the proposed contract until October 1998. That can hardly be considered Dr. Flynn's error. Your letter to her in December 1997 specifically promised to forward that proposed contract "soon". That promise was not kept and the consequences of that failure should fairly be borne by AK Peters.

Mr. Klaus Peters
Ms. Alice Peters
November 17, 1998
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first complying with the first sentence. Before you are allowed to consider new authors to do a revision, you are to notify the authors when it is decided that a revision is necessary and request that they do so. This is a condition precedent to your proceeding under Paragraph L. At that point, the publisher may arrange with someone else to do the work "in Agreement with the Author/Editor not to be unreasonably withheld." That agreement was never reached. Dr. Flynn has not "unreasonably withheld" her agreement when she insists that the text be accurate and in compliance with typical academic publishing ethics.^{2/}

There are two major disputes concerning this version.^{3/} The first is authorship. As you point out in your letter, there were three "bullet" points listing the need for revisions. Dr. Flynn's coauthor, Joe Jones, did the changes listed in the second two points. Mr. Seiger did not do those changes. Because of Mr. Jones substantial work on the revision, Dr. Flynn had no objection to his receiving a larger share of the royalties. However, the one major part of the book that Mr. Seiger was to prepare was not done. Any "agreement" based on that understanding must be void.

The second problem with this version is that there are substantial problems with selling a book with known errors. To "fix" this via "posting errata on our website"^{4/} is irresponsible. If you failed to find the error due to not checking or sending this version to the coauthor, then that makes everyone involved in the book look bad. Although you may be willing to allow your reputation to be sullied, Dr. Flynn does not agree to let you lessen her reputation.

Your letter states that "Shipping has begun... and will continue." I take that as a refusal by you to correct the errors in authorship and text.

^{2/} Dr. Flynn has prepared a detailed response to your letter and I am enclosing a copy.

^{3/} There is also other disputes which do not depend on stopping the distribution such as royalty distribution. Among issues on the royalty distribution is your comment that AK Peter's plans on putting a high school curriculum in a separate book. Would that be published under the current agreement? Would the royalty distribution be as you describe for the Second Edition?

^{4/} Dr. Flynn is also free to state on related websites that the "errata" were due to the publisher's failure to send the proposed text to her and its refusal to correct known errors.

