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Ms Rosalind Franklin  
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PL14 5LE

Our Ref: JCA/06876/001

4 June 2007

By e-mail: [meadowbooks@hotmail.com](mailto:meadowbooks@hotmail.com) and by post

Dear Madam

**Stephen Manning**

We are instructed by Stephen Manning who is the author of a literary work entitled "The Color of Truth Volume I: Patterns in Light".

We have seen the email correspondence passing between yourself and our client.

In or about March 2006 our client approached you for professional assistance as an author who was starting his own Print on Demand business also. It was agreed that you would provide professional guidance to our client in producing his books for print via his own company CheckPoint Press with Lightning Source in the UK and in America. You indicated that the initial costs would be in the region of £50 and you requested a payment on account. Our client arranged for an initial payment to be made to you on his behalf of £100.

The service that you were to provide to our client was limited to checking the integrity of the electronic version of our client's version of his book and to make any necessary adjustments in order that the book meet Lightning Source specifications. You were also to provide contiguous advice in the publishing process specific to our client's particular needs.

It was axiomatic to this agreement that you would return the electronic files, duly amended, to our client so that our client, through CheckPoint Press, could submit the book to Lightning Source for Publication. Contrary to this understanding and despite our client's numerous requests, you have failed to return his digital files to him. Accordingly, our client has not been able to distribute his book with his own pre-registered CheckPoint Press ISBN 09551503-3-7 through his own account with Lightning Source.

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Following our client's further investigations outlined, and in contravention of your position as a professional advisor, he has discovered that you have been publishing the book through your own account with Lightning Source using an ISBN registered to CheckPoint Press, which is our client's company. You had no authority to distribute the book through your own Lightning Source account, especially by doing so our client could not have access to it, which was a point you expressly agreed to in your correspondences with our client. Furthermore, in initiating this procedure you falsely signed an internal Lightning Source document stating you had full ownership and authority to publish our client's book.

Even if you believed you had been authorised by our client to distribute his book, it should have been clear to you from e-mail correspondence and registered letters that our client did not wish you to continue to distribute the book. Notwithstanding this you have continued since December 2006 to distribute the book under a CheckPoint Press ISBN. Your own terms of business permit the author to terminate the agreement with you and even if you believed you had the authority in the first place to distribute the book that authority came to an end when it was evident to you that our client wished to terminate such agreement.

Our client is aware that copies of his book have been sold, and indeed even now still appears available for purchase, but notwithstanding one email from you wherein a single sale was reported without the accompanying payment, you have not accounted to our client for the other books sold. Neither have you, despite numerous requests furnished a record of monies deposited by our client into his account with you. The email invoice forwarded to my client on 15<sup>th</sup> November 2006 detailing charges to his account is, in our view unsustainable as per the work actually carried out and as per the corresponding charges listed on your website. Furthermore, you listed unproven charges to our client's account after you had been advised in writing not to access those funds.

We note that payments totalling several hundred pounds were forwarded to you by or on behalf of our client in the period March to October 2006 in payment for work carried out on this book; for the printing and delivery of a consignment of books to the author; and for anticipated work on other CheckPoint Press books. However, our client contends there is no evidence that work later charged to his account by you was ever carried out. The matters of work on a colour proof and its printing and dispatch, as well as ten pdf corrections being made to the original are presented as examples in this matter, as are multiple other unproven charges. In the continued absence of such evidence we advise that any such charges are invalid, and should immediately be refunded to our client.

In summary:

- (a) Our client is the author and copyright holder of the text of the book
- (b) The digital formats of the book were sent to you as basically print-ready 6x9 pdf files that only needed to have the extra white trim removed from their A4 setting
- (c) Our client owns the rights to the original cover photo, which was independently purchased in advance
- (d) Our client designed the front and back covers, asking only for minor alignment and adjustment work on your part
- (e) Our client paid you to prepare the files for printing
- (f) Our client is registered with the ISBN for this title
- (g) You have failed to accurately account for monies received and spent
- (h) You have failed to comply with our client's legitimate requests and directions





We are aware also that you have made disparaging and derogatory remarks about our client on the Internet and some of those remarks are in our opinion defamatory of our client.

In the circumstances we require you on behalf of our client to immediately undertake the following:

1. Remove our client's book from your account with Lightning Source
2. Return the digital formats of our client's book to our client with a written undertaking that you have deleted any copies thereof and will not use those files in any way, commercial or otherwise.
3. Provide to our client a full and accurate account of monies received from him and deposited in his account with you.
4. Provide to our client a full and accurate account in relation to the number of our client's books sold.
5. Cease to market our client's book through your website – or by any other means. We note that the book is still available on your website.
6. Delete all references to our client on your website.
7. Refund to our client the amount of £80.34 which, according to your own reckonings, and before the contested invoice was emailed to our client, was the balance of his account at the time of the contract being terminated.
8. Pay our client full royalties on books sold as per No. 4 above.

Unless we hear from you by 4p.m. on 12 June 2007 that you agree to the terms mentioned in numbered paragraphs 1 to 8 above we are instructed to issue proceedings against you for an order to restrain you from continuing to publish and distribute our client's book, for on accounts of profits and damages.

Our client also reserves the right to pursue you for damages for defamation.

We trust that none of these courses should prove necessary.

Yours faithfully

**Silverman Sherliker LLP**

E-Mail: [jca@silvermansherliker.co.uk](mailto:jca@silvermansherliker.co.uk)