

WILEY JOHN & SONS INC

FORM 10-K (Annual Report)

Filed 7/10/1998 For Period Ending 4/30/1998

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CIK	0000107140
Industry	Printing & Publishing
Sector	Services
Fiscal Year	04/30

FORM 10-K

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: April, 30, 1998

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934 (FEE REQUIRED)

For the transition period from to
Commission file number 1-11507

JOHN WILEY & SONS, INC.

(Exact name of Registrant as specified in its charter)

NEW YORK	13-5593032
----- State or other jurisdiction of incorporation or organization 605 Third Avenue, New York, NY -----	----- I.R.S. Employer Identification No. 10158-0012 -----
Address of principal executive offices	Zip Code
Registrant's telephone number including area code	(212) 850-6000
-----	-----
Securities registered pursuant to Section 12(b) of the Act:	
Title of each class	Name of each exchange on which registered
-----	-----
Class A Common Stock, par value \$1.00 per share	New York Stock Exchange
Class B Common Stock, par value \$1.00 per share	New York Stock Exchange
Securities registered pursuant to Section 12(g) of the Act:	None
None	

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to

Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K

The number of shares outstanding of the Registrant's Class A and Class B Common Stock, par value \$1.00 per share as of May 31, 1998, was 12,916,657 and 3,085,158 respectively, and the aggregate market value of such shares of Common Stock held by non-affiliates of the Registrant as of such date was \$663,476,279 based upon the closing market price of the Class A and Class B Common Stock.

DOCUMENTS INCORPORATED BY REFERENCE

The Registrant's Definitive proxy Statement to be filed with the Commission on or about August 7, 1998 for the Annual Meeting of Shareholders to be held on September 17, 1998, (the "1998 Proxy Statement") is, to the extent noted below, incorporated by reference in Part III.

PART I

Item 1. Business

The Company is a New York corporation incorporated on January 15, 1904. (As used herein the term "Company" means John Wiley & Sons, Inc., and its subsidiaries and affiliated companies, unless the context indicates otherwise).

The Company operates in one business segment, namely publishing, which develops, produces, markets and services products in print and electronic formats including journals and other subscription-based products, professional and reference works, consumer books and textbooks, for the scientific, technical, professional, trade and educational markets in the United States and internationally.

Journal publications are primarily in the scientific and technical, and biomedical research areas. Book publications are primarily in the areas of pure and applied science, engineering, architecture, the social sciences, biomedicine, accounting, computer science, business and culinary arts and hospitality. Professional and reference books, encyclopedias, dictionaries, and periodicals are intended primarily for practicing and research professionals and for libraries, while textbooks are produced primarily for use in formal instruction in the college and university markets, as well as the secondary school market in Australia. Some of these, as well as nonfiction consumer publications, are also marketed to the general public. In addition, the Company markets and distributes books from other publishers. The Company also develops and markets electronic versions of certain of its print products, as well as computer software and electronic data bases for educational use and professional research and training.

In fiscal 1998, the Company sold its domestic law publishing program for \$26.5 million, and reinvested the proceeds by acquiring the publishing assets of Van Nostrand Reinhold (VNR) for \$28.5 million in cash. The domestic law program had limited potential for the Company. VNR reinforces the Company's strong position in four core subject areas: architecture/design, environmental/industrial science, culinary arts/hospitality, and business technology.

In fiscal 1997, the Company acquired a 90% interest in the German based VCH Publishing Group (VCH) for approximately \$99 million in cash. VCH is a leading scientific, technical, and professional publisher of journals and books in such disciplines as chemistry, architecture and civil engineering.

The Company is on the Internet with a World Wide Web site located at <http://www.wiley.com>.

Publishing Operations

The Company publishes approximately 460 journals and other subscription-based products, which accounted for approximately 37% of the Company's fiscal 1998 revenues. Most journals are owned by the Company, in which case they may or may not be sponsored by a professional society. Some are owned by such societies and published by the Company under an agreement. Societies which sponsor or own such journals generally receive a royalty and/or other consideration which varies with the nature of the relationship. The Company usually enters into agreements with the editors of journals which state the duties of the editors, and the fees and expenses for their services. Contributors of journal articles transfer publication rights to the Company or professional society, as applicable.

Journal subscriptions result primarily from direct mail and other advertising and promotional campaigns, renewals which are solicited annually either directly or by companies commonly referred to as independent subscription agents, and memberships in the professional societies for those journals that are sponsored by such societies. Journals are generally mailed to subscribers directly from independent printers.

Materials for book publications are obtained from authors throughout most of the world through the efforts of an editorial staff, outside editorial advisors, and advisory boards. Most materials originate with their authors, but many are prepared as a result of suggestions or solicitations by editors or advisors. The Company usually enters into agreements with authors which state the terms and conditions under which the respective authors' materials will be published and under which other related rights may be exercised, the name in which the copyright will be registered, the basis for any royalties, and other matters. Most of the authors are compensated by royalties which vary with the nature of the product and its anticipated sales potential. In general, royalties for textbooks and consumer books are higher than royalties for research and reference works. The Company makes advances against future royalties to authors of certain of its publications. The Company continues to add new titles, revise existing titles, and discontinue the sale of others in the normal course of its business. The Company's general practice is to revise its basic textbooks every three to five years, if warranted, and to revise other titles as appropriate. Subscription-based products, other than journals, are updated more frequently on a regular schedule. Approximately 36% of the Company's fiscal 1998 domestic book publishing revenues were from titles published or revised in that fiscal year.

Professional and consumer book sales consist of sales to trade bookstores serving the general public, to wholesalers who supply such bookstores, to certain college bookstores for their non-textbook requirements, to individual professional practitioners, and to research institutions, jobbers, libraries (including public, professional, academic, and other special libraries), industrial organizations, and governmental agencies. The Company employs sales representatives who call upon independent bookstores, along with national and regional chain bookstores, wholesalers and jobbers. Trade sales to bookstores, wholesalers and jobbers are generally made on a fully returnable basis. Sales of professional and consumer books also result from direct mail campaigns, telemarketing, on-line access, and advertising and reviews in periodicals. The mailings and advertising are intended to promote sales through bookstores and jobbers, as well as to solicit sales directly.

Adopted textbooks (i.e., textbooks prescribed for course use) are sold primarily to bookstores serving educational institutions in the United States (i.e., college bookstores). The Company employs sales representatives who call on faculty members responsible for selecting books to be used in courses, and on the bookstores which serve such institutions and their students. Textbook sales are generally made on a fully returnable basis. The textbook business is seasonal with the majority of textbook sales occurring during June through August and November through January. Significant amounts of inventory are acquired prior to those periods in order to meet customer delivery requirements. There is an active used textbook market which negatively affects the sales of new textbooks.

The Company performs marketing and distribution services for other publishers under agency arrangements. It also engages in co-publishing of titles with foreign publishers and in publication of adaptations of works from other publishers for particular markets. The Company also receives licensing revenues from photocopies and electronic uses and reproductions of journal articles and other materials.

Like most other publishers, the Company generally contracts with independent printers and binderies for their services. The Company purchases its paper from independent suppliers and printers. Paper prices continued to decline during fiscal 1998. The Company believes that adequate printing and binding facilities, and sources of paper and other required materials are available to it, and that it is not dependent upon any single supplier. Book products are distributed from Company operated warehouses.

The Company produces electronic versions of some of its products including software, video, CD-ROM, and through on-line services. The Company believes that the demand for new electronic technology products will increase. Accordingly, to properly service its customers and to remain competitive, the Company anticipates it will be necessary to increase its expenditures related to such new technologies over the next several years, including distribution of virtually all the Company's journals as full-text electronic files over the Internet.

The Company's publishing business is not dependent upon a single customer, the loss of whom could have a material adverse effect. The journal subscription business is primarily sourced through independent subscription agents who facilitate the journal ordering process by consolidating the subscription orders/billings of each subscriber with various publishers. Monies are collected in advance from subscribers by the subscription agents and are remitted to the journal publishers, including the Company, generally prior to the commencement of the subscriptions. Although at fiscal year-end, the Company had minimal credit risk exposure to these agents, future calendar year subscription receipts from these agents are highly dependent on their financial position and liquidity. Subscription agents account for approximately 26% of total consolidated revenues and no one agent accounts for more than 6% of total consolidated revenues. The book publishing business has witnessed a significant concentration in national and regional bookstore chains in recent years, however, no one customer accounts for more than 5% of total consolidated revenues.

International Operations

The Company's publications are sold throughout most of the world through subsidiaries located in Europe, Canada, Australia, and Asia, or through agents, or directly from the United States. These subsidiaries market their own indigenous publications, as well as publications produced by the domestic operations and other subsidiaries and affiliates. The Export Sales Department in the United States markets the Company's publications through agents as well as foreign sales representatives in countries not served by a foreign subsidiary. John Wiley & Sons International Rights, Inc. sells foreign reprint and translations rights. The Company publishes, or licenses others to publish, its products which are distributed throughout the world in 35 foreign languages. Approximately 47% of the Company's fiscal 1998 revenues were derived from non-U.S. markets.

Copyrights, Patents, Trademarks, and Environment

Substantially all of the Company's publications are protected by copyright, either in its own name, in the name of the author of the work, or in the name of the sponsoring professional society. Such copyrights protect the Company's exclusive right to publish the work in the United States and in many countries abroad for specified periods: in most cases the author's life plus 50 years, but in any event a minimum of 28 years for works published prior to 1978 and 35 years for works published thereafter.

The Company does not own any other material patents, franchises, or concessions, but does have registered trademarks and service marks in connection with its publishing businesses. The Company's operations are generally not affected by environmental legislation.

Competition Within the Publishing Industry

The sectors of the publishing industry in which the Company is engaged are highly competitive. The principal competitive criteria for the publishing industry are believed to be product quality, suitability of format and subject matter, author reputation, price, timely availability of both new titles and revisions of existing texts, on-line availability of journal and other published information and, for textbooks and certain trade books, timely delivery of products to retail outlets. Recent years have seen a consolidation trend within the publishing industry, including several publishing companies having been acquired by larger publishers and other companies.

Based upon currently available industry statistics, the Company believes that of books published and sold in the United States, it accounts for approximately 3% of the total sales of such university and college textbooks, and approximately 3% of the total sales of such professional books.

The Company knows of no reliable industry statistics which would enable it to determine its share of the various foreign markets in which it operates. The Company believes that the percentage of its total book publishing sales in markets outside the United States is higher than that of most of the United States publishers. The Company also believes it is in the top rank of publishers of scientific and technical journals worldwide, as well as the leading commercial chemistry publisher at the research level, and one of the four largest publishers of university and college textbooks for the "hardside" disciplines, i.e. engineering, sciences and mathematics.

Employees

As of April 30, 1998, the Company employed approximately 2,100 persons on a full-time basis worldwide, none of whom are unionized. Management considers relations with its employees to be generally satisfactory.

Financial Information About Industry Segments

The note entitled "Segment Information" of the Notes to Consolidated Financial Statements listed in the attached index is incorporated herein by reference.

Financial Information about Foreign and Domestic Operations and Export Sales

The note entitled "Segment Information" of the Notes to Consolidated Financial Statements listed in the attached index is incorporated herein by reference.

Executive Officers

Set forth below as of April 30, 1998 are the names and ages of all executive officers of the Company, the period during which they have been officers, and the offices presently held by each of them.

NAME AND AGE	OFFICER SINCE	PRESENT OFFICE
Bradford Wiley II 57	1993	Chairman of the Board since January 1993 and a Director
Charles R. Ellis 62	1988	President and Chief Executive Officer and a Director through April 30, 1998
William J. Pesce 47	1989	President and Chief Executive Officer and a Director since May 1, 1998, (previously Chief Operating Officer Executive Vice President and Group President, Educational & International Publishing; Senior Vice President Educational & International Publishing Group and Senior Vice President, Educational Publishing Group)
Stephen A. Kippur 51	1986	Executive Vice President and Group President, PRT since June 1996 (previously Senior Vice President, Professional, Reference & Trade Publishing Group)
Richard S. Rudick 59	1978	Senior Vice President, General Counsel since June 1989
Robert D. Wilder 49	1986	Executive Vice President and Chief Financial and Support Operations Officer since June 1996 (previously Senior Vice President, Chief Financial Officer)
William Arlington 49	1990	Senior Vice President, Human Resources since June 1996 (previously Vice President, Human Resources)
Peter W. Clifford 52	1989	Senior Vice President, Finance, Corporate Controller and Chief Accounting Officer since June 1996 (previously Vice President, Finance and Controller)
Deborah E. Wiley 52	1982	Senior Vice President, Corporate Communications since June 1996 and a Director (previously Vice President and Director of Corporate Communications)
Timothy B. King 57	1996	Senior Vice President, Planning and Development since June 1996 (previously Vice President, Planning and Development)

Each of the officers listed above will serve until the next organizational meeting of the Board of Directors of the Company and until each of the respective successors is duly elected and qualified. Deborah E. Wiley is the sister of Bradford Wiley II. There is no other family relationship among any of the aforementioned individuals.

Item 2. Properties

The Company's publishing businesses occupy office, warehouse, and distribution centers in various parts of the world, as listed below (excluding those locations with less than 10,000 square feet of floor area, none of which is considered material property).

LOCATION PURPOSE APPROX. SQ. FT. LEASE EXPIRATION DATE

LEASED-DOMESTIC

New York	Executive and Editorial Offices	230,000	2003
New Jersey	Distribution Center and Office	170,000	2003
New Jersey	Warehouse	132,000	2002
Colorado	Office	14,000	2000

OWNED-FOREIGN

Germany	Office and Warehouse	66,000	
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LEASED-FOREIGN

Australia	Office	16,000	2002
	Warehouse	26,000	2000
Canada	Office	14,000	2001
	Warehouse	41,000	2001
England	Office	48,000	2009
	Warehouse	69,000	2012
Germany	Office	23,000	1999
Singapore	Office and Warehouse	53,000	1999

All of the buildings and the equipment owned or leased are believed to be in good condition and are generally fully utilized. The Company considers its facilities overall to be adequate for its present and near-term anticipated needs.

Item 3. Legal Proceedings

The Company is involved in routine litigation in the ordinary course of its business. In the opinion of management, the ultimate resolution of all pending litigation will not have a material effect upon the financial condition or results of operations of the Company.

Item 4. Submission of Matters to a Vote of Security Holders

No matters were submitted to the Company's security holders during the last quarter of the fiscal year ended April 30, 1998.

PART II**Item 5. Market for the Company's Common Equity and Related Stockholder Matters**

The Quarterly Share Prices, Dividends and Related Stockholder Matters listed in the attached index are incorporated herein by reference.

Item 6. Selected Financial Data

The Selected Financial Data listed in the attached index is incorporated herein by reference.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations listed in the attached index is incorporated herein by reference.

Item 8. Financial Statements and Supplementary Data

The financial statements and supplementary data listed in the attached index are incorporated herein by reference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

PART III

Item 10. Directors and Executive Officers

The information regarding the Board of Directors on pages 4 to 11 of the 1998 Proxy Statement is incorporated herein by reference, and information regarding Executive Officers appears in Part I of this report.

Item 11. Executive Compensation

The information on pages 11 to 17 of the 1998 Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information on pages 2, 3, 9, and 10 of the 1998 Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions

None.

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) Financial Statements and Schedules

(1) List of Financial Statements filed. The financial statements listed in the attached index are filed as part of this Report.

(2) List of Financial Statement Schedules filed. The financial statement schedules listed in the attached index are filed as part of this Report.

(b) Reports on Form 8-K. No reports on form 8-K were filed during the quarter ended April 30, 1998.

(c) Exhibits

2.1 Purchase and Assignment Agreement dated May 7, 1996 among the Company and VCH Publishing Limited Partnership (incorporated by reference to the Company's Report on Form 8-K dated as of June 13, 1996).

2.2 Purchase and Assignment Agreement dated May 7, 1996 among the Company and Gesellschaft Deutscher Chemiker e.V. and Deutsche Pharmazeutische Gesellschaft e.V. (incorporated by reference to the Company's Report on Form 8-K dated as of June 13, 1996).

3.1 Restated Certificate of Incorporation (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1992).

3.2 Certificate of Amendment of the Certificate of Incorporation dated October 13, 1995 (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1997)

3.3 By-Laws as Amended, dated as of December 1997 (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended October 31, 1997).

4.1 Form of agreement between the Company and certain employees restricting transfer of Class B Common Stock (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended January 31, 1986).

- 10.1 Credit agreement dated as of November 15, 1996 among the Company, the Banks from time to time parties hereto, and Morgan Guaranty Trust Company of New York, as Agent (incorporated by reference to the Company's report on Form 10-Q for the quarterly period ended October 31, 1996).
- 10.2 1991 Key Employee Stock Plan (incorporated by reference to the Company's Definitive Proxy Statement dated August 8, 1991).
- 10.3 Amendment to 1991 Key Employee Stock plan dated as of September 19, 1996 (incorporated by reference to the Company's Definitive Proxy Statement dated August 9, 1996).
- 10.4 1982 and 1987 Incentive Stock Option and Performance Stock Plans (incorporated by reference to the Company's Definitive Proxy Statements dated July 30, 1982 and August 10, 1987).
- 10.5 Amendment to 1982 Stock Option and Performance Stock Plan dated as of September 19, 1985 (incorporated by reference to the Company's Report on Form 8-K dated as of September 19, 1985).
- 10.6 Amendment to 1982 Incentive Stock Option and Performance Stock Plan dated as of March 2, 1989 (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1989).
- 10.7 Amendment to 1987 Incentive Stock Option and Performance Stock Plan dated as of March 2, 1989 (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1989).
- 10.8 1990 Director Stock Plan as Amended and Restated as of June 22, 1995 (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1997).
- 10.9 1989 Supplemental Executive Retirement Plan (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1989).
- 10.10 Agreement of Lease dated as of May 16, 1985 between Fisher 40th & 3rd Company and Hawaiian Realty, Inc., Landlord, and the Company, Tenant (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1985).
- 10.11 Form of the Fiscal Year 1996 Executive Long-Term Incentive Plan (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1995).

- 10.12 Form of the Fiscal Year 1997 Executive Long-Term Incentive Plan (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1996).
- 10.13 Form of the Fiscal Year 1998 Executive Long-Term Incentive Plan.
- 10.14 Form of the Fiscal Year 1998 Executive Annual Incentive Plan.
- 10.15 Senior Executive Employment Agreement dated as of January 8, 1998 between William J. Pesce and the Company.
- 10.16 Senior Executive Employment Agreement amended as of March 29, 1995 between Charles R. Ellis and the Company (incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1995).
- 10.17 Restricted Stock Award Agreement dated as of June 23, 1994 between Charles R. Ellis and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.18 Senior Executive Employment Agreement dated as of July 1, 1994 between Stephen A. Kippur and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.19 Amendment No. 1 to Stephen A. Kippur's Senior Executive Employment Agreement dated as of July 1, 1994 (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.20 Restricted Stock Award Agreement dated as of June 23, 1994 between Stephen A. Kippur and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.21 Restricted Stock Award Agreement dated as of June 23, 1994 between William J. Pesce and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.22 Senior Executive Employment Agreement dated as of July 1, 1994 between Robert D. Wilder and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.23 Amendment No. 1 to Robert D. Wilder's Senior Executive Employment Agreement dated as of July 1, 1994 (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).

- 10.24 Restricted Stock Award Agreement dated as of June 23, 1994 between Robert D. Wilder and the Company (incorporated by reference to the Company's Report on Form 10-Q for the quarterly period ended July 31, 1995).
- 10.25 Employment agreement letter dated as of January 16, 1997 between Richard S. Rudick and the Company (Incorporated by reference to the Company's Report on Form 10-K for the year ended April 30, 1997).
- 22 List of Subsidiaries of the Company.
- 23 Consent of Independent Public Accountants (included in this report as listed in the attached index).
- 27 Financial Data Schedule.

JOHN WILEY & SONS, INC. AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SCHEDULES

The following financial statements and information appearing on the pages indicated are filed as part of this Report:

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Other schedules are omitted because of absence of conditions under which they apply or because the information required is included in Notes to Consolidated Financial Statements.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Board of Directors and the Shareholders of John Wiley & Sons, Inc.:

We have audited the accompanying consolidated statements of financial position of John Wiley & Sons, Inc. (a New York corporation), and subsidiaries as of April 30, 1998 and 1997, and the related consolidated statements of income and retained earnings and cash flows for each of the three years in the period ended April 30, 1998. These financial statements and the schedule referred to below are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and the schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of John Wiley & Sons, Inc., and subsidiaries as of April 30, 1998 and 1997, and the results of their operations and their cash flows for each of the three years in the period ended April 30, 1998 in conformity with generally accepted accounting principles.

Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule listed in the Index to Consolidated Financial Statements and Schedules is presented for purposes of complying with the Securities and Exchange Commission's rules and is not a required part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

ARTHUR ANDERSEN LLP

New York, New York

June 11, 1998

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in the John Wiley & Sons, Inc. Form 10-K for the year ended April 30, 1998, into the Company's previously filed Registration Statement File Nos. 33-60268, 2-65296, 2-95104, 33-29372 and 33-62605.

ARTHUR ANDERSEN LLP

New York, New York

July 7, 1998

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

John Wiley & Sons, Inc. and Subsidiaries Dollars in thousands	April 30	
	1998	1997
Assets		
Current Assets		
Cash and cash equivalents	\$ 127,405	\$ 79,116
Accounts receivable	56,147	61,841
Inventories	44,912	49,100
Deferred income tax benefits	456	7,143
Prepaid expenses	8,690	6,935
Total Current Assets	237,610	204,135
Product Development Assets	36,039	31,683
Property and Equipment	34,310	32,699
Intangible Assets	172,798	165,147
Deferred Income Tax Benefits	15,593	13,004
Other Assets	10,564	11,276
Total Assets	\$ 506,914	\$ 457,944
Liabilities and Shareholders' Equity		
Current Liabilities		
Notes payable	\$ --	\$ 172
Accounts and royalties payable	36,854	30,988
Deferred subscription revenues	99,225	94,419
Accrued income taxes	1,174	3,825
Other accrued liabilities	41,100	34,948
Total Current Liabilities	178,353	164,352
Long-Term Debt	125,000	125,000
Other Long-Term Liabilities	26,663	24,907
Deferred Income Taxes	16,147	14,702
Shareholders' Equity		
Common stock issued		
Class A (16,776,549 and 16,569,066 shares)	16,777	16,569
Class B (3,967,182 and 4,037,082 shares)	3,967	4,037
Additional paid-in capital	40,369	34,332
Retained earnings	150,392	120,823
Cumulative translation adjustment	(540)	106
Unearned deferred compensation	(2,715)	(3,254)
	208,250	172,613
Less Treasury shares at cost (Class A-3,874,603 and 3,824,978; Class B-871,024 and 871,024)	(47,499)	(43,630)
Total Shareholders' Equity	160,751	128,983
Total Liabilities and Shareholders' Equity	\$ 506,914	\$ 457,944

The accompanying notes are an integral part of the consolidated financial statements.

**CONSOLIDATED STATEMENTS OF INCOME
AND RETAINED EARNINGS**

John Wiley & Sons, Inc. and Subsidiaries
Dollars in thousands except per share data

	For the years ended April 30		
	1998	1997	1996
Revenues	\$ 467,081	\$ 431,974	\$ 362,704
Costs and Expenses			
Cost of sales	164,169	155,245	126,718
Operating and administrative expenses	250,008	233,771	198,494
Amortization of intangibles	12,040	8,161	4,537
Total Costs and Expenses	426,217	397,177	329,749
Gain on Sale of Publishing Assets	21,292	--	--
Operating Income	62,156	34,797	32,955
Interest Income and Other	3,863	2,281	6,211
Interest Expense	(7,933)	(6,225)	(368)
Interest Income (Expense)-Net	(4,070)	(3,944)	5,843
Income Before Taxes	58,086	30,853	38,798
Provision for Income Taxes	21,498	10,513	14,118
Net Income	36,588	20,340	24,680
Retained Earnings at Beginning of Year	120,823	106,716	87,541
Cash Dividends			
Class A Common (\$.45, \$.40, and \$.35 per share)	5,766	5,116	4,492
Class B Common (\$.40, \$.35, and \$.31 per share)	1,253	1,117	1,013
Total Dividends	7,019	6,233	5,505
Retained Earnings at End of Year	\$ 150,392	\$ 120,823	\$ 106,716
Income Per Share			
Diluted	\$ 2.22	\$ 1.24	\$ 1.49
Basic	\$ 2.32	\$ 1.29	\$ 1.55

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

John Wiley & Sons, Inc. and Subsidiaries
Dollars in thousands

For the years ended April 30

	1998	1997	1996
<hr/>			
Operating Activities			
Net Income	\$ 36,588	\$ 20,340	\$ 24,680
Noncash Items			
Amortization of intangibles	12,040	8,161	4,537
Amortization of composition costs	20,213	17,763	15,196
Depreciation of property and equipment	9,188	8,340	7,314
Reserves for returns, doubtful accounts, and obsolescence	10,181	11,861	6,586
Deferred income taxes	9,234	3,243	7,873
Gain on sale of publishing assets	(21,292)	--	--
Other	12,207	7,300	7,583
Changes in Operating Assets and Liabilities			
Increase in receivables	(2,872)	(178)	(12,150)
Decrease (increase) in inventories	4,426	1,791	(3,734)
Increase (decrease) in accounts and royalties payable	6,000	(12,109)	3,821
Increase in deferred subscription revenues	5,983	7,769	4,996
Net change in other operating assets and liabilities	2,162	(10,372)	1,420
	<hr/>		
Cash Provided by Operating Activities	104,058	63,909	68,122
	<hr/>		
Investing Activities			
Additions to product development assets	(30,220)	(25,466)	(26,483)
Additions to property and equipment	(11,935)	(8,868)	(9,310)
Proceeds from sale of publishing assets	26,500	--	--
Acquisition of publishing assets	(30,491)	(103,980)	(3,968)
	<hr/>		
Cash Used for Investing Activities	(46,146)	(138,314)	(39,761)
	<hr/>		
Financing Activities			
Purchase of treasury shares	(4,281)	(10,506)	(3,323)
Additions to long-term debt	--	125,000	--
Repayment of long-term debt	--	(10,542)	--
Net repayments of short-term debt	(156)	(1,270)	(624)
Cash dividends	(7,019)	(6,233)	(5,505)
Proceeds from issuance of stock on option exercises and other	2,288	1,249	2,289
	<hr/>		
Cash Provided by (Used for) Financing Activities	(9,168)	97,698	(7,163)
	<hr/>		
Effects of exchange rate changes on cash	(455)	539	(324)
	<hr/>		
Cash and Cash Equivalents			
Increase for year	48,289	23,832	20,874
Balance at beginning of year	79,116	55,284	34,410
	<hr/>		
Balance at end of year	\$ 127,405	\$ 79,116	\$ 55,284
	<hr/>		
Cash Paid During the Year for			
Interest	\$ 8,042	\$ 5,143	\$ 647
Income taxes	\$ 12,409	\$ 7,995	\$ 2,799

The accompanying notes are an integral part of the consolidated financial statements.

Notes to Consolidated Financial Statements Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of John Wiley & Sons, Inc., and its majority-owned subsidiaries (the "Company"). All significant intercompany items have been eliminated.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subscription Revenues: Subscription revenues are generally collected in advance. These revenues are deferred and recognized as earned when the related issue is shipped to the subscriber.

Sales Returns and Doubtful Accounts: The Company provides an estimated allowance for doubtful accounts and for future returns on sales made during the year. The allowance for doubtful accounts and returns (estimated returns net of inventory and royalty costs) is shown as a reduction of receivables in the accompanying consolidated balance sheets and amounted to \$41.6 and \$34.5 million at April 30, 1998 and 1997, respectively.

Depreciation and Amortization: Buildings, leasehold improvements, and capital leases are amortized over the lesser of the estimated useful lives of the assets up to 40 years, or the duration of the various leases, using the straight-line method. Furniture and equipment is depreciated principally on the straight-line method over estimated useful lives ranging from 3 to 10 years. Composition costs representing the costs incurred to bring an edited manuscript to publication including typesetting, proofreading, design and illustration, etc., are capitalized and amortized over estimated useful lives representative of product revenue patterns, generally three years.

Intangible Assets: Intangible assets consist of acquired publication rights, which are principally amortized over periods ranging from 3 to 30 years based on the projected revenues of rights acquired; noncompete agreements; which are amortized over the term of such agreements, and goodwill and other intangibles, which are amortized on a straight - line basis over periods ranging from 5 to 40 years. If facts and circumstances indicate that long-lived assets and/or intangible assets may be permanently impaired, it is the Company's policy to assess the carrying value and recoverability of such assets based on an analysis of undiscounted future cash flows of the related operations. Any resulting reduction in carrying value based on the estimated fair value would be charged to operating results.

Foreign Exchange Contracts: The Company, from time to time, enters into forward exchange contracts as a hedge against its overseas subsidiaries' foreign currency asset, liability, and commitment exposures. Such exposures include overseas subsidiaries' anticipated annual journal subscription revenues, as well as that portion of the revenues and related receivables on sales of book products, that are denominated in U.S. dollars. Realized and unrealized gains and losses are deferred and taken into income over the lives of the hedged items if permitted by generally accepted accounting principles; otherwise the contracts are marked to market with any gains and losses reflected in operating expenses. There were no open foreign exchange contracts at April 30, 1998. At April 30, 1997, the Company had one contract to sell approximately \$6.9 million of (pound) sterling expiring in May 1997, the market value of which approximated the contract value. No gains or losses were deferred at April 30, 1998 or 1997.

Stock-Based Compensation: Stock options and restricted stock grants are accounted for in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" and the disclosure-only provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensations." Accordingly, the Company recognizes no compensation expense for fixed stock option grants since the exercise price is equal to the fair value of the shares at date of grant. For restricted stock grants, compensation cost is recognized generally ratably over the vesting period based on the fair value of shares.

Cash Equivalents: Cash equivalents consist primarily of highly liquid investments with a maturity of three months or less and are stated at cost plus accrued interest, which approximates market value.

New Accounting Standards: The Financial Accounting Standards Board issued the following Statements of Financial Accounting Standards ("SFAS"), which become effective for the Company's fiscal 1999 financial statements: SFAS No. 130, "Reporting Comprehensive Income," which requires disclosure of comprehensive income and its components, as defined; SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information," which requires certain financial and descriptive information about a company's reportable operating statements; and SFAS No. 132, "Employers' Disclosures about Pensions and other Postretirement Benefits," which requires additional disclosures relating to a company's pension and postretirement benefit plans. In the opinion of the Company's management, the adoption of these new accounting standards may require additional disclosures but should not have a material effect on the consolidated financial statements of the Company.

Income Per Share

In the third quarter of fiscal 1998, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings Per Share," which requires the presentation of "basic" income per share which excludes the dilutive effects of unexercised stock options and nonvested stock awards, and "diluted" income per share which includes the effects of such items. Prior periods' income per share have been restated. A reconciliation of the shares used in the computation follows:

In thousands	1998	1997	1996
Weighted average shares outstanding	15,969	16,029	16,062
Less: Unearned deferred compensation shares	(196)	(209)	(167)
Shares used for basic income per share	15,773	15,820	15,895
Dilutive effect of stock options and other stock awards	715	552	643
Shares used for diluted income per share	16,488	16,372	16,538

Acquisitions

In fiscal 1998, the Company acquired the publishing assets of Van Nostrand Reinhold (VNR) for approximately \$28.5 million in cash. VNR publishes in such areas as architecture / design, environmental / industrial sciences, culinary arts / hospitality, and business technology. The cost of the acquisition has been allocated on the basis of preliminary estimates of the fair values of the assets acquired and the liabilities assumed. Final asset and liability fair values may differ based on appraisals and tax bases; however, it is anticipated that any changes will not have a material effect in the aggregate on the consolidated financial position of the Company. The excess of cost over the preliminary estimate of the fair value of the tangible assets acquired amounted to approximately \$24 million, relating primarily to acquired publication rights that are being amortized on a straight-line basis over an estimated average life of 15 years. In addition, during the year, the Company acquired various newsletters, books, and journals for purchase prices aggregating approximately \$2 million, which primarily relates to acquired publication rights that are being amortized over periods ranging from 15 to 30 years.

In fiscal 1997, the Company acquired a 90% interest in the German-based VCH Publishing Group ("VCH") through the purchase of 90% of the shares of VCH Verlagsgesellschaft mbH for approximately \$99 million in cash. VCH is a leading scientific, technical, and professional publisher of journals and books in such disciplines as chemistry, architecture, and civil engineering. The excess of cost over the fair value of the tangible assets acquired amounted to approximately \$111.6 million relating to acquired publication rights, which are being amortized on a straight-line basis over an average life of 30 years. In addition, during the year, the Company acquired various newsletters including the publishing assets of Technical Insights, Inc., a publisher of print and electronic newsletters in various areas of science and technology, for purchase prices aggregating \$4.7 million, which primarily relates to goodwill and is being amortized on a straight-line basis over 10 years.

In fiscal 1996, the Company acquired Clinical Psychology Publishing Company (CPPC), a publisher of journals and books in the fields of clinical and educational psychology; Preservation Press, consisting of architectural heritage books, technical preservation guides, and children's architecture books; and certain other smaller publishing properties. In addition, the Company became the publisher of Cancer, the American Cancer Society's medical journal. The purchase prices amounted to \$4.0 million in cash plus assumed liabilities of \$1.3 million. The excess of cost over the fair value of the tangible assets acquired amounted to approximately \$3.7 million, of which \$.9 million related to acquired publication rights, \$.2 million related to noncompete agreements, and \$2.6 million represented goodwill and other intangibles that are being amortized over 5 to 15 years.

All acquisitions have been accounted for by the purchase method, and the accompanying financial statements include their results of operations since their respective dates of acquisition. The following pro forma information presents the results of operations of the Company as if the VCH acquisition had been consummated as of May 1, 1995. The pro forma financial information is not necessarily indicative of the actual results that would have been obtained had the acquisition been consummated as of May 1, 1995, nor is it necessarily indicative of future results of operations. The pro forma effects for the other acquisitions were not material.

	1997	1996
	(In thousands, except per share information)	
Revenues	\$ 441,650	\$ 424,570
Net Income	\$ 18,931	\$ 17,520
Net Income Per Diluted Share	\$ 1.16	\$ 1.06
Net Income Per Basic Share	\$ 1.20	\$ 1.10

Divested Operations

In fiscal 1998, the Company sold its domestic law publishing program for \$26.5 million, resulting in a gain of \$21.3 million. Offsetting this gain are special asset write-downs and other items amounting to approximately \$4.4 million, including write-downs of intangible assets of approximately \$3.3 million in accordance with the Company's policy of evaluating such assets, and if deemed to be permanently impaired, writing them down to net realizable value based on discounted cash flows. The net effect of these unusual items amounted to a pretax gain of \$16.9 million, or \$9.7 million after taxes, equal to \$0.59 per diluted share, or \$0.62 per basic share.

Inventories

Inventories at April 30 were as follows:

Dollars in thousands	1998	1997
Finished Goods	\$ 38,039	\$ 40,859
Work-in-Process	6,864	7,475
Paper, Cloth, and Other	2,084	2,559
	46,987	50,893
LIFO Reserve	(2,075)	(1,793)
Total	\$ 44,912	\$ 49,100

Domestic book inventories aggregating \$29.6 and \$29.9 million at April 30, 1998 and 1997, respectively, are stated at cost or market, whichever is lower, using the last-in, first-out method. All other inventories are stated at cost or market, whichever is lower, using the first-in, first-out method.

Product Development Assets

Product development assets consisted of the following at April 30:

Dollars in thousands	1998	1997
Composition Costs	\$25,468	\$21,819
Royalty Advances	10,571	9,864
Total	\$36,039	\$31,683

Composition costs are net of accumulated amortization of \$40,108 in 1998 and \$33,323 in 1997.

Property and Equipment

Property and equipment consisted of the following at April 30:

Dollars in thousands	1998	1997
Land and Land Improvements	\$ 1,542	\$ 1,542
Buildings and Leasehold Improvements	17,043	18,222
Furniture and Equipment	64,570	55,622
	83,155	75,386
Accumulated Depreciation	(48,845)	(42,687)
Total	\$ 34,310	\$ 32,699

Intangible Assets

Intangible assets consisted of the following at April 30:

Dollars in thousands	1998	1997
Acquired Publication Rights	\$149,977	\$132,901
Goodwill and Other Intangibles	52,061	54,283
Non-compete Agreements	1,316	1,435

Accumulated Amortization	203,354 (30,556)	188,619 (23,472)
Total	\$172,798	\$165,147

Other Accrued Liabilities

Included in other accrued liabilities was accrued compensation of approximately \$20.1 million and \$17.7 million for 1998 and 1997, respectively.

Income Taxes

The provision for income taxes was as follows:

Dollars in thousands	1998	1997	1996
Currently Payable			
Federal	\$6,781	\$ 945	\$1,122
Foreign	\$4,332	\$5,295	\$4,142
State and local	\$1,166	\$1,026	\$1,000
Total Current Provision	\$12,279	\$7,266	\$6,264
Deferred Provision			
Federal	\$6,211	\$2,496	\$5,270
Foreign	\$1,629	\$ 834	\$1,687
State and local	\$1,379	\$ (83)	\$ 897
Total Deferred Provision	\$9,219	\$3,247	\$7,854
Total Provision	\$21,498	\$10,513	\$14,118

The Company's effective income tax rate as a percent of pretax income differed from the U.S. federal statutory rate as shown below:

	1998	1997	1996
U.S. Federal Statutory Rate	35.0%	35.0%	35.0%
State and Local Income Taxes			
Net of Federal Income Tax Benefit	2.8	2.0	3.2
Tax Benefit Derived From FSC Income	(2.7)	(4.8)	(3.1)
Foreign Source Earnings Taxed at			
Other Than U.S. Statutory Rate	.6	.3	1.1
Nondeductible Amortization of Intangibles	.7	.9	.7
Other-Net	.6	.7	(.5)
Effective Income Tax Rate	37.0%	34.1%	36.4%

Deferred taxes result from timing differences in the recognition of revenue and expense for tax and financial reporting purposes. The components of the provision for deferred taxes were as follows:

Dollars in thousands	1998	1997	1996
Depreciation and Amortization	\$(2,898)	\$(691)	\$(3,684)
Accrued Expenses	(275)	264	6,100
Circulation Costs	--	--	1,471
Provision for Sales Returns and			
Doubtful Accounts	5,699	(959)	(1,391)
Inventory	1,331	112	578
Retirement Benefits	(23)	(87)	(66)
Divested Operations	--	--	(3,386)
Long-Term Liabilities	2,541	1,562	5,102
Alternative Minimum Tax Credit			
and Other Carryforwards	236	653	1,869
Net Operating Loss Carryforwards	1,631	(1,150)	--
Valuation Allowance	826	2,432	--
Other-Net	151	1,111	1,261
Total Deferred Provision	\$9,219	\$3,247	\$7,854

The significant components of deferred tax assets and liabilities were as follows:

Dollars in thousands	1998		1997	
	Current	Long-Term	Current	Long-Term
Deferred Tax Assets				
Net Operating Loss Carryforward	--	26,131	--	25,703
Reserve for Sales Returns and				
Doubtful Accounts	2,194	--	8,219	--
Costs Capitalized for Taxes	--	3,054	--	3,282
Retirement and Post-				

Employment Benefits	--	3,470	--	3,387
Amortization of Intangibles	2,513	--	1,140	--
Other	--	--	52	--

Total Deferred Tax Assets	2,194	35,168	8,271	33,512
Less: Valuation Allowance	--	(12,553)	--	(13,344)

Net Deferred Tax Assets	2,194	22,615	8,271	20,168

Deferred Tax Liabilities				
Inventory	(1,738)	--	(1,128)	--
Depreciation and Amortization	--	(4,305)	--	(5,149)
Divested Operations	--	(196)	--	(44)
Accrued Expenses	--	(7,002)	--	(6,230)
Long-Term Liabilities	--	(10,822)	--	(8,891)
Other	--	(844)	--	(1,552)

Total Deferred Tax Liabilities	(1,738)	(23,169)	(1,128)	(21,866)

Net Deferred Tax Assets (Liability)	456	(554)	7,143	(1,698)

Approximately \$9.3 million of the valuation allowance relates to net deferred tax assets recorded in connection with the VCH acquisition. Any amounts realized in future years will reduce the intangible assets recorded at date of acquisition.

Current taxes payable for 1998 have been reduced by \$2.5 million relating to the utilization of net operating loss carryforwards. At April 30, 1998, the Company had aggregate unused net operating loss carryforwards of approximately \$61.0 million, which may be available to reduce future taxable income primarily in foreign tax jurisdictions and generally have no expiration date.

In general, the Company plans to continue to invest the undistributed earnings of its foreign subsidiaries in those businesses, and therefore no provision is made for taxes that would be payable if such earnings were distributed. At April 30, 1998, the undistributed earnings of foreign subsidiaries approximated \$35.8 million and, if remitted currently, would result in additional taxes approximating \$7.1 million.

Notes Payable and Debt

Long-term debt consisted of the following at April 30:

Dollars in thousands	1998	1997
Term Loan Notes Payable Due October 2000 Through 2003	\$125,000	\$125,000

The weighted average interest rate on the term loan was 6.21% and 5.82% during 1998 and 1997, respectively; and 6.19% and 5.82% at April 30, 1998 and 1997, respectively.

The Company has a seven-year \$175 million credit agreement expiring on October 31, 2003, with nine banks. The credit agreement consists of a term loan of \$125 million and a \$50 million revolving credit facility. The Company has the option of borrowing at the following floating interest rates: (i) Eurodollars at a rate based on the London Interbank Offered Rate (LIBOR) plus an applicable margin ranging from .15% to .30% depending on certain coverage ratios or, (ii) dollars at a rate based on the current certificate of deposit rate, plus an applicable margin ranging from .275% to .425% depending on certain coverage ratios or, (iii) dollars at the higher of (a) the Federal Funds Rate plus .5% and (b) the banks' prime rate. In addition, the Company pays a facility fee ranging from .10% to .20% on the total facility depending on certain coverage ratios.

In the event of a change of control, as defined, the banks have the option to terminate the agreement and require repayment of any amounts outstanding. Amounts outstanding under the term loan have mandatory repayments as follows:

Dollars in thousands	1999	2000	2001	2002	2003
	\$ --	\$ --	\$30,000	\$30,000	\$30,000

The credit agreement contains certain restrictive covenants related to minimum net worth, funded debt levels, an interest coverage ratio, and restricted payments, including a cumulative limitation for dividends paid and share repurchases. Under the most restrictive covenant, approximately \$71 million was available for such restricted payments as of April 30, 1998.

The Company and its subsidiaries have other short-term lines of credit aggregating \$51 million at various interest rates. Information relating to all short-term lines of credit follows:

Dollars in thousands	1998	1997	1996
End of Year			
Amount outstanding	\$ --	\$ 172	\$ --
Weighted average interest rate	--	10.4%	--
During the Year			
Maximum amount outstanding	\$ 28,794	\$ 26,253	\$ 18,909
Average amount outstanding	\$ 742	\$ 11,368	\$ 5,960
Weighted average interest rate	8.5%	6.0%	7.0%

Based on estimates of interest rates currently available to the Company for loans with similar terms and maturities, the fair value of notes payable and long-term debt approximates the carrying value.

Retirement Plans

The Company and its principal subsidiaries have contributory and noncontributory retirement plans that cover substantially all employees. The plans generally provide for employee retirement between the ages of 60 to 65 and benefits based on length of service and final average compensation, as defined. In fiscal 1998, the domestic plan was amended to provide that final average compensation be based on the highest

three consecutive years ended December 31, 1994. The Company may, but is not required to, update from time to time the ending date for the three-year period used to determine final average compensation. The amendment had the effect of increasing pension expense for fiscal 1998 by \$.2 million. For funded plans, funds are contributed as necessary to provide for current service and for a portion of any unfunded projected benefit obligation. To the extent these requirements are exceeded by plan assets, a contribution may not be made in a particular year. Plan assets consist principally of investments in corporate stocks and bonds and government obligations. The unfunded plan primarily relates to a non-U.S. subsidiary and is governed by local statutory requirements.

Pension costs for the defined benefit plans were as follows:

Dollars in thousands	1998	1997	1996
Service Cost	\$3,432	\$2,902	\$2,598
Interest Cost on Projected Benefit Obligation	5,325	4,665	3,757
Return on Assets	(15,941)	(6,826)	(6,331)
Net Amortization and Deferral	9,746	1,014	1,430
Net Periodic Pension Expense	\$2,562	\$1,755	\$1,454

The net pension expense included above for the international plans amounted to approximately \$2.1, \$1.5, and \$1.1 million for 1998, 1997, and 1996, respectively.

The following table sets forth the status of the plans and the amounts recognized in the Company's consolidated statements of financial position.

Dollars in thousands	1998		1997	
	Assets Exceed Accumulated Benefits	Accumulated Exceed Assets	Assets Exceed Accumulated Benefits	Accumulated Exceed Assets
Fair Value of Plan Assets	\$ 84,262	\$ --	\$ 68,385	\$ --
Accumulated Benefit Obligation				
Vested Benefits	(54,769)	(10,452)	(50,214)	(10,462)
Nonvested Benefits	(2,810)	(537)	(3,204)	(564)
Projected Compensation Increases	(57,579)	(10,989)	(53,418)	(11,026)
Projected Benefit Obligation	(63,430)	(12,306)	(57,226)	(12,446)
Funded Status	20,832	(12,306)	11,159	(12,446)
Unrecognized Net Asset	(2,907)	--	(3,759)	--
Unrecognized Prior Service Cost	2,401	365	1,692	447
Unrecognized Net Loss (Gain)	(18,738)	102	(7,524)	350
Prepaid (Accrued) Pension Cost	\$ 1,588	\$ (11,863)	\$ 1,568	\$ (11,649)

The range of assumptions used in 1998 and 1997 were:

	Assets Exceed Accumulated Benefits	Accumulated Exceed Assets
Discount Rate	7.5 - 8.5%	6.5%
Expected Long-Term Rate of Return on Plan Assets	7.0 - 8.0%	--
Rate of Increase in Compensation Levels	0 - 7.0%	3.7%

The Company has agreements with certain officers and senior management personnel that provide for the payment of supplemental retirement benefits during each of the 10 years after the termination of employment. Under certain circumstances, including a change of control as defined, the payment of such amounts could be accelerated on a present value basis. The cost of these benefits is being charged to expense on a present value basis over the estimated term of employment and amounted to approximately \$1.2, \$1.1, and \$1.0 million in 1998, 1997, and 1996, respectively.

The Company provides life insurance and health care benefits, subject to certain dollar limitations and retiree contributions, for substantially all of its retired domestic employees. The cost of such benefits is expensed over the years that the employees render service and is funded on a pay-as-you-go, cash basis. The accumulated postretirement benefit obligation amounted to \$.3 million at April 30, 1998 and 1997, and the amount expensed in fiscal 1998 and prior years was not material.

Commitments and Contingencies

The following schedule shows the composition of rent expense for operating leases:

Dollars in thousands	1998	1997	1996
Minimum Rental	13,137	13,654	12,550
Lease Escalation	2,250	2,188	1,913
Less: Sublease Rentals	(50)	(19)	(19)
Total	15,337	15,823	14,444

Future minimum payments under operating leases aggregated \$78.5 million at April 30, 1998. Annual payments under these leases are \$15.7, \$14.4, \$14.0, \$13.6, and \$13.0 million for fiscal years 1999 through 2003, respectively.

The Company is involved in routine litigation in the ordinary course of its business. In the opinion of management, the ultimate resolution of all pending litigation will not have a material effect upon the financial condition or results of operations of the Company.

Segment Information

The Company operates in one business segment, namely publishing, and develops, produces, publishes, markets, and services products in print and electronic formats, such as periodicals including journals and other subscription-based products, professional and reference works, consumer books, and textbooks, for the scientific, technical, professional, trade, and educational markets around the world.

The Company's international operations are located in Europe, Canada, Australia, and Asia. The following table presents revenues, operating income, and identifiable assets for the domestic and international operations.

Dollars in thousands	1998	1997	1996
Revenues			
Domestic	\$322,789	297,152	279,998
Europe	138,320	123,142	70,942
Other International	46,165	47,496	41,357
Interarea transfers	(35,816)	(29,593)	(40,193)
Total	\$467,081	431,974	362,704
Operating Income			
Domestic	\$49,315 (a)	20,817	20,180
Europe	13,633	11,728	12,064
Other International	(792)	2,252	711
Total	\$62,156 (a)	34,797	32,955
Identifiable Assets			
Domestic	\$187,184	178,861	178,442
Europe	\$174,323	179,210	30,988
Other International	18,002	20,757	19,787
Corporate	79,116	55,284	127,405
Total	\$506,914	457,944	284,501

(a) Includes unusual items amounting to \$16,893 relating to the gain on the sale of the domestic law publishing program, net of a write-down of certain intangible assets and other items.

Transfers between geographic areas are generally made at a fixed discount from list price and principally represent sales from the United States to the Company's international operations. Export sales from the United States to unaffiliated international customers amounted to approximately \$56.5, \$51.4, and \$47.5 million in 1998, 1997, and 1996, respectively. The pretax income for consolidated international operations was approximately \$14.1, \$16.5, and \$13.0 million in 1998, 1997, and 1996, respectively.

Included in operating and administrative expenses were net foreign exchange gains (losses) of approximately \$(.1), \$.7, and \$.2 million in 1998, 1997, and 1996, respectively.

Changes in the cumulative translation adjustment account were as follows:

Dollars in thousands	1998	1997
Balance at beginning of year	\$ 106	\$(3,086)
Aggregate translation adjustments for the year	(646)	3,192
Balance at end of year	\$(540)	\$ 106

Stock Compensation Plans

Under the Company's Key Employee Stock Plan, qualified employees are eligible to receive awards that may include stock options, performance stock awards, and restricted stock awards up to a maximum per year of 3% of Class A stock outstanding and subject to an overall maximum of 2,000,000 shares through the year 2000. As of April 30, 1998, approximately 595,520 shares were available for future grants.

Options granted under the plan may not be less than 100% of the fair market value of the stock at the date of grant. Options are exercisable, in part or in full, over a maximum period of 10 years from the date of grant, and generally vest within five years from the date of the grant. Under certain circumstances relating to a change of control, as defined, the right to exercise options outstanding could be accelerated.

The Company elected to apply the disclosure-only provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation." Accordingly, no compensation cost is recognized for fixed stock option grants. Had compensation cost been recognized, net income would have been reduced on a pro forma basis by \$.6 million, or \$.04 per diluted share, in 1998; \$.4 million, or \$.02 per diluted

share, in 1997; and \$.1 million, or \$.01 per diluted share, in 1996. For the pro forma calculations, the fair value of each option grant was estimated on the date of grant using the Black-Scholes option-pricing model with the following assumptions for 1998, 1997, and 1996: risk-free interest rate of 6.5%, 7.1%, and 6.3%, respectively; dividend yield of 1.3%, 1.5%, and 2.0%, respectively; volatility of 18.1%, 22.0%, and 22.2%, respectively; and expected life of nine years for all years.

A summary of the activity and status of the Company's stock option plans follows:

	1998		1997		1996	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Outstanding at beginning of year	1,041,939	\$ 17.87	1,028,663	\$ 15.38	1,070,038	\$ 12.87
Granted	149,678	34.60	143,349	30.36	133,224	28.76
Exercised	(137,583)	14.14	(107,323)	10.84	(157,099)	9.62
Canceled	(2,125)	25.89	(22,750)	17.24	(17,500)	15.64
Outstanding at end of year	1,051,909	\$ 20.71	1,041,939	\$ 17.87	1,028,663	\$ 15.38
Exercisable at end of year	540,568	\$ 13.51	603,941	\$ 12.26	570,170	\$ 11.07

The weighted average fair value of options granted during the year was \$12.39 and \$12.05 in 1998 and 1997, respectively.

A summary of information about stock options outstanding and options exercisable at April 30, 1998, follows:

Options Outstanding Options Exercisable

Weighted	Weighted	Weighted	Number	Average	Average	Number	Average
Range of	Exercise	Prices	Of	Options	Remaining	Term	Exercise
Exercise	Prices		Options	Term	Price	Options	Price
\$ 7.88 to \$ 12.25			428,162	3.4 years	\$ 10.10	401,586	\$ 9.99
\$ 20.69			179,850	6.1 years	\$ 20.69	82,400	\$ 20.69
\$ 26.25 to \$ 34.50			443,897	8.1 years	\$ 30.95	56,582	\$ 28.02
Total			1,051,909	5.8 years	\$ 20.71	540,568	\$ 13.51

Under the terms of the Company's executive long-term incentive plans, upon the achievement of certain three-year financial performance-based targets, awards will be payable in restricted shares of the Company's Class A Common stock. The restricted shares vest equally as to 50% on the first and second anniversary date after the date the award is earned. Compensation expense is charged to earnings over the respective three-year period. In addition, the Company granted restricted shares of the Company's Class A Common stock to key executive officers and others in connection with their employment. The restricted shares generally vest one-third at the end of the third, fourth, and fifth years, respectively, following the date of the grant. Under certain circumstances relating to a change of control or termination, as defined, the restrictions would lapse and shares would vest earlier. Compensation expense is charged to earnings ratably over five years, or sooner if vesting is accelerated, from the dates of grant. Restricted shares issued in connection with the above plans amounted to 38,487, 25,638, and 145,658 shares at weighted-average grant-date fair values of \$33.61, \$29.00, and \$28.11 per share in 1998, 1997, and 1996, respectively. Compensation expense charged to earnings for the above amounted to \$2.6 million, \$1.5 million, and \$1.3 million in 1998, 1997, and 1996, respectively.

Under the terms of the Company's Director Stock Plan, each member of the Board of Directors who is not an employee of the Company is awarded Class A Common stock equal to 50% of the board member's annual cash compensation, based on the market value of the stock on the date of the shareholders' meeting. Directors may also elect to receive all or a portion of their cash compensation in stock. Under this plan 7,049, 10,274, and 5,752 shares were issued in 1998, 1997, and 1996, respectively. Compensation expense related to this plan amounted to approximately \$.3 million, \$.3 million, and \$.2 million in 1998, 1997, and 1996, respectively.

Capital Stock and Changes in Capital Accounts

Preferred stock consists of 2,000,000 authorized shares with \$1 par value. To date, no preferred shares have been issued. Common stock consists of 30,000,000 authorized shares of Class A Common, \$1 par value, and 12,000,000 authorized shares of Class B Common, \$1 par value.

Each share of the Company's Class B Common stock is convertible into one share of Class A Common stock. The holders of Class A stock are entitled to elect 30% of the entire Board of Directors and the holders of Class B stock are entitled to elect the remainder. On all other matters, each share of Class A stock is entitled to one-tenth of one vote and each share of Class B stock is entitled to one vote.

Changes in selected capital accounts were as follows:

Dollars in thousands	Common Stock		Additional Paid-in Capital	Treasury Stock
	Class A	Class B		
Balance at April 30, 1995	\$16,173	\$4,168	\$25,446	\$(30,538)
Director Stock Plan Issuance	--	--	124	41
Executive Long-Term				
Incentive Plan Issuance	--	--	182	60
Purchase of Treasury Shares	--	--	--	(3,323)
Restricted Share Issuance	--	--	3,054	948
Issuance of Shares Under				
Employee Savings Plan	--	--	674	208
Exercise of Stock Options	157	--	1,354	(889)
Other	82	(82)	781	--
Balance at May 1, 1996	\$16,412	\$4,086	\$31,615	\$(33,493)
Director Stock Plan Issuance	--	--	217	85
Executive Long-Term				
Incentive Plan Issuance	--	--	132	47
Purchase of Treasury Shares	--	--	--	(10,506)
Restricted Share Issuance	--	--	337	149
Issuance of Shares Under				
Employee Savings Plan	--	--	212	84
Exercise of Stock Options	108	--	1,056	--
Other	49	(49)	763	4
Balance at May 1, 1997	\$16,569	\$4,037	\$34,332	\$(43,630)
Director Stock Plan Issuance	--	--	217	67
Executive Long-Term				
Incentive Plan Issuance	--	--	192	73
Purchase of Treasury Shares	--	--	--	(4,281)
Restricted Share Issuance	--	--	1,862	270
Issuance of Shares Under Employee				
Savings Plan	--	--	316	101
Exercise of Stock Options	138	--	3,450	(99)
Other	70	(70)	--	--
Balance at April 30, 1998	\$16,777	\$3,967	\$40,369	\$(47,499)

Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations:

Fiscal 1998 Compared to Fiscal 1997

The Company continued to grow and strengthen its core businesses. In fiscal 1998, the Company sold its domestic law publishing program for \$26.5 million, and reinvested the proceeds by acquiring the publishing assets of Van Nostrand Reinhold (VNR) for \$28.5 million in cash. The domestic law program had limited potential for the Company. VNR reinforces the Company's strong position in four core subject areas: architecture / design, environmental / industrial science, culinary arts / hospitality, and business technology.

Fiscal 1998 income includes unusual items amounting to a pre-tax gain of \$16.9 million, or \$9.7 million after taxes, equal to \$.59 per diluted share, relating to the gain on the sale of the domestic law publishing program, net of a write-down of certain intangible assets and other items.

Revenues increased 8% over the prior year to \$467.1 million reflecting improvement in all of the Company's core businesses. Worldwide revenue increases over the prior year included 9% for scientific, technical, and medical publishing; 8% for professional/trade publishing; and 7% for educational publishing, led by the domestic college division, which increased 9%. The strong U.S. dollar depressed revenues in some of the Company's overseas markets.

Cost of sales as a percentage of revenues was 35.1% in 1998 compared with 35.9% in the prior year primarily reflecting lower inventory obsolescence provisions in the current year.

Operating and administrative expenses increased 6.9% over the prior year. Expenses as a percentage of revenues declined to 53.5%, compared with 54.1% in the prior year, as the rate of growth in expenses was contained at less than the revenue growth rate.

Operating income excluding the unusual items mentioned above increased 30% over the prior year to \$45.3 million. Operating income margins increased to 9.7% of revenue from 8.1% in the prior year, primarily due to the effects of the higher revenue base and lower operating expenses as a percentage of revenues. Operating income was adversely affected by weakness in the Company's Asian markets due to the economic downturn in that region.

Interest expense increased by \$1.7 million reflecting a full year of financing costs related to VCH, which was acquired during fiscal 1997. Interest income increased by \$1.6 million primarily as a result of higher cash balances compared with the prior year.

The effective tax rate was 37.0% compared with 34.1% in the prior year primarily reflecting the higher incremental tax rate on the unusual items gain.

Net income, excluding the unusual items net gain of \$9.7 million after taxes, increased 32% to \$26.9 million.

Results of Operations:

Fiscal 1997 Compared to Fiscal 1996

The Company continued to expand its global operations and grow its core businesses.

In fiscal 1997, the Company acquired a 90% interest in the German-based VCH Publishing Group ("VCH") through the purchase of 90% of the shares of VCH Verlagsgesellschaft mbH for approximately \$99 million in cash. VCH is a leading scientific, technical and professional publisher of journals and books in such disciplines as chemistry, architecture, and civil engineering. During the year, the Company also acquired various newsletters including the publishing assets of Technical Insights, Inc., a publisher of print and electronic newsletters in various areas of science and technology, for purchase prices aggregating \$4.7 million.

Revenues for the year advanced 19% to \$432.0 million. Excluding VCH, revenues increased 6% over the prior year driven by the Company's scientific, technical, and medical journal programs; by its college division; and by its international operations. The Company's worldwide scientific, technical, and medical publishing revenues advanced 36% over the prior year, and 9% excluding VCH. Educational publishing revenues increased 7% and professional/trade revenues increased marginally over the prior year. Similar to the experience of other companies in the trade publishing markets, professional/trade results were adversely affected by a change in a small number of domestic wholesalers and retailers to just-in-time inventory management policies, which also resulted in higher returns.

Cost of sales as a percentage of revenues was 35.9% in 1997 compared with 34.9% in the prior year primarily reflecting increased author royalties and inventory write-offs.

Operating and administrative expenses excluding VCH increased by 3.6% over the prior year. Expenses declined as a percentage of revenues to 54.1% in 1997 from 54.7%, as the rate of growth in expenses was contained at less than the revenue growth rate.

Operating income increased 6% over the prior year to \$34.8 million primarily due to the effects of the higher revenue base. Operating income margins declined to 8.1% of revenue from 9.1% in the prior year primarily due to the amortization of intangibles related to the VCH

acquisition.

Interest expense increased by \$5.8 million due to the financing costs related to the VCH acquisition. Interest income decreased by \$3.9 million primarily as a result of interest received in the prior year on the favorable resolution of amended tax return claims amounting to \$4.4 million.

The effective tax rate was 34.1% compared with 36.4% in the prior year primarily due to higher tax benefits related to the foreign sales corporation and lower state and local income taxes.

Net income declined \$4.3 million to \$20.3 million primarily due to VCH's acquisition related financing and amortization costs in the current year, as well as the special income item in the prior year of \$2.6 million after taxes, equal to \$.16 per share, related to interest received on the resolution of amended tax return claims.

Liquidity and Capital Resources

The Company's cash and cash equivalents balance was \$127.4 million at the end of fiscal 1998, compared with \$79.1 million at the end of the prior year. Cash provided by operating activities was \$104.0 million in fiscal 1998, an increase of \$40.1 million compared with the prior year.

The Company's operating cash flow is strongly affected by the seasonality of its domestic college business and receipts from its journal subscriptions. Receipts from journal subscriptions occur primarily during November and December from companies commonly referred to as independent subscription agents. These companies facilitate the journal ordering process by consolidating the subscription orders/billings of each subscriber with various publishers. Monies are collected in advance from subscribers by the subscription agents and are remitted to the Company, generally prior to the commencement of the subscriptions. Although at fiscal year-end, the Company had minimal credit risk exposure to these agents, future calendar year subscription receipts from these agents are highly dependent on their financial position and liquidity. Subscription agents account for approximately 26% of total consolidated revenues and no one agent accounts for more than 6% of total consolidated revenues.

Sales to the domestic college market tend to be concentrated in June through August, and again in November through January. Cash disbursements for inventory are relatively large during the spring in anticipation of these college sales. The Company normally requires increased funds for working capital from the beginning of the fiscal year into September. Subject to variations that may be caused by fluctuations in inventory accumulation or in patterns of customer payments, the Company's normal operating cash flow is not expected to vary materially in the near term.

To finance its short-term seasonal working capital requirements and its growth opportunities, the Company has adequate cash and cash equivalents available, as well as both domestic and foreign short-term lines of credit, as more fully described in the note to the consolidated financial statements entitled "Notes Payable and Debt."

The capital expenditures of the Company consist primarily of investments in product development and property and equipment. Capital expenditures for fiscal 1999 are expected to increase approximately 25% over 1998, primarily representing increased investments in product development, including electronic media products, and computer equipment upgrades to support the higher volume of business to ensure efficient, quality-driven customer service. These investments will be funded primarily from internal cash generation or from the liquidation of cash equivalents.

Effects of Inflation and Cost Increases

Although the impact of inflation is somewhat minimized, as the business does not require a high level of investment in property and equipment, the Company does experience continuing cost increases reflecting, in part, general inflationary factors. To mitigate the effects of cost increases, the Company has taken a number of initiatives including various steps to lower overall production and manufacturing costs including substitution of paper grades. In addition, selling prices have been selectively increased as competitive conditions permit. The Company anticipates that it will be able to continue this approach in the future. Paper prices continued to decline during fiscal 1998.

Year 2000 Issues

The Company substantially completed the review of its systems and products to determine the extent and impact of the year 2000 issues, and has begun implementing the needed changes. Since many of the Company's systems are new and were designed to accommodate the year 2000 coding when originally installed, the year 2000 issues should not have a material adverse impact on the Company's operations. It is anticipated that any corrective measures required will be completed by mid-year of calendar 1999.

New Accounting Standards

The Financial Accounting Standards Board issued the following Statements of Financial Accounting Standards ("SFAS"), which become effective for the Company's fiscal 1999 financial statements: SFAS No. 130, "Reporting Comprehensive Income," which requires disclosure of comprehensive income and its components, as defined; SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information," which requires certain financial and descriptive information about a company's reportable operating statements; and SFAS No. 132, "Employers' Disclosures about Pensions and other Postretirement Benefits," which requires additional disclosures relating to a company's pension and postretirement benefit plans. In the opinion of the Company's management, the adoption of these new accounting standards may require additional disclosures but should not have a material effect on the consolidated financial statements of the Company.

"Safe Harbor" Statement under the
Private Securities Litigation Reform Act of 1995

This report contains certain forward-looking statements concerning the Company's operations, performance, and financial condition. Reliance should not be placed on forward-looking statements, as actual results may differ materially from those in any forward-looking statements. Any such forward-looking statements are based upon a number of assumptions and estimates that are inherently subject to uncertainties and contingencies, many of which are beyond the control of the Company, and are subject to change based on many important factors. Such factors include but are not limited to (i) the pace, acceptance, and level of investment in emerging new electronic technologies and products; (ii) subscriber renewal rates for the Company's journals; (iii) the consolidation of the retail book trade market; (iv) the seasonal nature of the Company's educational business and the impact of the used book market; (v) worldwide economic and political conditions; and (vi) other factors detailed from time to time in the Company's filings with the Securities and Exchange Commission.

Results by Quarter (Unaudited)

John Wiley & Sons, Inc. and Subsidiaries

Dollars in thousands except per share data

	1998	1997
<hr style="border-top: 1px dashed black;"/>		
Revenues		
First quarter	\$ 112,086	\$ 99,217
Second quarter	115,886	107,070
Third quarter	124,350	118,105
Fourth quarter	114,759	107,582
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Fiscal year	\$ 467,081	\$ 431,974
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Operating Income		
First quarter	\$ 13,711	\$ 11,716
Second quarter	10,326	7,189
Third quarter	31,806 (a)	11,913
Fourth quarter	6,313	3,979
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Fiscal year	\$ 62,156 (a)	\$ 34,797
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Net Income		
First quarter	\$ 8,082	\$ 7,229
Second quarter	5,639	3,494
Third quarter	18,638 (a)	6,731
Fourth quarter	4,229	2,886
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Fiscal year	\$ 36,588 (a)	\$ 20,340
<hr style="border-top: 1px dashed black;"/>		

Income Per Share	Diluted	Basic	Diluted	Basic
First quarter	\$.49	\$.51	\$.44	\$.45
Second quarter	.34	.36	.21	.22
Third quarter	1.12 (a)	1.18 (a)	.41	.43
Fourth quarter	.25	.27	.18	.18
Fiscal year	\$ 2.22 (a)	\$ 2.32 (a)	\$ 1.24	\$ 1.29

(a) Includes unusual items amounting to a pretax gain of \$16,893, or \$9,713 after tax, equal to \$0.59 per diluted share (\$0.62 per basic share) relating to the gain on the sale of the domestic law publishing program, net of a write-down of certain intangible assets and other items.

Quarterly Share Prices, Dividends and Related Stockholder Matters

The Company's Class A and Class B shares are listed on the New York Stock Exchange under the symbols JWA and JWB, respectively. Dividends per share and the market price range by fiscal quarter for the past two fiscal years were as follows:

Class A Common Stock Class B Common Stock

	Market Price	Market Price	Divi-	-----	Divi-	-----	-----	
			dends	High	Low	dends	High	Low
<hr style="border-top: 1px dashed black;"/>								
1998								
First quarter	\$.1125	\$34.50	\$29.88	\$.1000	\$35.00	\$30.00		
Second quarter	.1125	44.38	31.50	.1000	44.25	31.63		
Third quarter	.1125	57.00	44.06	.1000	56.38	44.50		
Fourth quarter	.1125	56.00	49.31	.1000	56.00	49.06		
<hr style="border-top: 1px dashed black;"/>								
1997								
First quarter	\$.10	\$35.13	\$27.50	\$.0875	\$34.75	\$28.75		
Second quarter	.10	30.75	27.75	.0875	30.50	28.00		
Third quarter	.10	32.25	27.50	.0875	32.00	27.50		
Fourth quarter	.10	31.88	28.13	.0875	31.25	28.75		

As of April 30, 1998, the approximate number of holders of the Company's Class A and Class B Common Stock were 1,274 and 191, respectively, based on the holders of record and other information available to the Company.

The Company's credit agreement contains certain restrictive covenants related to the payment of dividends and share repurchases. Under the most restrictive covenant, approximately \$71 million was available for such restricted payments. Subject to the foregoing, the Board of Directors considers quarterly the payment of cash dividends based upon its review of earnings, the financial position of the Company, and other relevant factors.

Selected Financial Data

John Wiley & Sons, Inc. and Subsidiaries

Dollars in thousands except per share data

For the years ended April 30

	1998	1997	1996	1995	1994
Revenues	\$467,081	\$431,974	\$362,704	\$331,091	\$294,289
Operating Income	62,156 (a)	34,797	32,955	26,879	18,883
Net Income	36,588 (a)	20,340	24,680 (b)	18,311	12,117
Working Capital	59,257	39,783	31,515	11,241	35,059
Total Assets	506,914	457,944	284,501	247,481	243,940
Long-Term Debt	125,000	125,000	--	--	26,000
Shareholders' Equity	160,751	128,983	117,982	98,832	82,330
Per Share Data					
Income Per Share					
Diluted	2.22 (a)	1.24	1.49	1.12	.76
Basic	2.32 (a)	1.29	1.55	1.16	.78
Cash Dividends					
Class A Common	.45	.40	.35	.31	.275
Class B Common	.40	.35	.31	.275	.245
Book Value-End of Year	10.05	8.11	7.32	6.21	5.23

(a) Fiscal 1998 includes unusual items amounting to a pretax gain of \$16,893, or \$9,713 after tax, equal to \$0.59 per diluted share (\$0.62 per basic share) relating to the gain on the sale of the domestic law publishing program, net of a write-down of certain intangible assets and other items. Excluding the unusual items, operating income would have been \$45,263 and net income would have been \$26,875, or \$1.63 per diluted share and \$1.70 per basic share.

(b) Fiscal 1996 net income includes interest income after taxes of \$2.6 million, or \$0.16 per diluted and basic share, received on the favorable resolution of amended tax return claims.

Schedule II

**JOHN WILEY & SONS, INC. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED APRIL 30, 1998, 1997 AND 1996**

(Dollars in Thousands)

Description	Balance at Beginning of Period	Additions		Deductions From Reserves	Balance at End of Period
		Charged to Cost & Expenses	From Acquisitions		
Year Ended April 30, 1998					
Allowance for sales returns(1)	\$ 27,099	\$ 32,945	\$	\$ 26,633	\$ 33,411
Allowance for doubtful accounts	\$ 7,414	\$ 3,445	\$	\$ 2,694(2)	\$ 8,165
Year Ended April 30, 1997					
Allowance for sales returns(1)	\$ 20,786	\$ 26,396	\$ 357	\$ 20,440	\$ 27,099
Allowance for doubtful accounts	\$ 6,049	\$ 2,591	\$ 1,548	\$ 2,774(2)	\$ 7,414
Year Ended April 30, 1996					
Allowance for sales returns(1)	\$ 17,519	\$ 17,744		\$ 14,477	\$ 20,786
Allowance for doubtful accounts	\$ 5,114	\$ 5,499		\$ 4,564(2)	\$ 6,049

(1) Allowance for sales returns represents anticipated returns net of inventory and royalty costs.

(2) Accounts written off, less recoveries.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JOHN WILEY & SONS, INC.
(Company)

By: /s/ William J. Pesce

William J. Pesce
President and Chief Executive
Officer

By: /s/ Robert D. Wilder

Robert D. Wilder
Executive Vice President and
Chief Financial & Support
Operations Officer

By: /s/ Peter W. Clifford

Peter W. Clifford
Senior Vice President, Finance
Corporate Controller
& Chief Accounting Officer

Dated: June 25, 1998

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons constituting directors of the Company on June 25, 1998.

/s/ Franklin E. Agnew

Franklin E. Agnew

/s/ Henry A. McKinnell, Jr.

Henry A. McKinnell, Jr.

/s/ Warren J. Baker

Warren J. Baker

/s/ William J. Pesce

William J. Pesce

/s/ H. Allen Fernald

H. Allen Fernald

/s/ William R. Sutherland

William R. Sutherland

/s/ Gary J. Fernandes

Gary J. Fernandes

/s/ Thomas M. Taylor

Thomas M. Taylor

/s/ Larry Franklin

Larry Franklin

Leo J. Thomas

/s/ John S. Herrington

John S. Herrington

/s/ Bradford Wiley II

Bradford Wiley II

Chester O. Macey

/s/ Deborah E. Wiley

Deborah E. Wiley

/s/ Peter Booth Wiley

Peter Booth Wiley

JOHN WILEY & SONS, INC.

FY 1998 EXECUTIVE LONG TERM INCENTIVE PLAN

PLAN DOCUMENT

CONFIDENTIAL

MAY 1, 1997

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I. DEFINITIONS

Following are definitions for words and phrases used in this document. Unless the context clearly indicates otherwise, these words and phrases are considered to be defined terms and appear in this document in italicized print:

company

John Wiley & Sons, Inc.

plan

The company's FY (Fiscal Year) 1998 Executive Long Term Incentive Plan as set forth in this document.

shareholder plan

The company's 1991 Key Employee Stock Plan.

plan cycle

The three year period from May 1, 1997 to April 30, 2000.

executive compensation and development committee (ECDC) The committee of the company's Board of Directors (Board) responsible for reviewing executive compensation.

financial goals

The company's objectives to achieve specific financial results in terms of EBITDA and earnings per share as defined below, for the plan cycle, including interim revised financial goals, if any, as determined by the ECDC, the Finance Committee and the Board, and confirmed in writing.

financial results

The company's actual achievement against the financial goals set for the plan cycle, as reflected in the company's audited financial statements.

participant

Any person who is eligible and is selected to participate in the plan, as defined in Section III.

target incentive

The target incentive as determined and authorized by the ECDC at the committee meeting held on June 19, 1997 is a restricted performance shares award, which represents the number of restricted performance shares that a participant is eligible to receive if 100% of his/her applicable financial goals are achieved and the participant remains an employee of the company through April 30, 2002, except as otherwise provided in Section VIII. The target incentive is based on the participant's position and is described in Section IV.

stock

Class A Common Stock of the company.

restricted performance shares

Stock issued pursuant to this plan and the shareholder plan that is subject to forfeiture. In the shareholder plan, such stock is referred to as "Restricted Stock." The value of each share of restricted performance shares under this plan will be determined by reference to the stock closing sale price, as reported by New York Stock Exchange (NYSE), on the date the ECDC acts at the beginning of the plan cycle (June 19, 1997). In the event the stock is not traded on June 19, 1997 or the date the ECDC acts, whichever is later, the closing sales price shall be the price of the stock on the next day after June 19, 1997 or the date the ECDC acts on which the stock trades.

restricted period

The period during which the shares of restricted performance shares shall be subject to forfeiture in whole or in part, as defined in the shareholder plan, in accordance with the terms of the award.

plan end adjusted restricted performance shares award. The final amount of restricted performance shares awarded to a participant, at the end of the plan cycle after adjustments, if any, are made, as set forth in Section VIII.

stock option

A right granted to a participant, as more fully described under Section IX, to purchase a specific number of shares of stock at a specified price. The stock option granted under this plan will be non-qualified (i.e. is not intended to comply with the terms and conditions for a tax-qualified option, as set forth in Section 422A of the Internal Revenue Code of 1986).

grant date

The date on which a participant is granted the stock option. This is also the date on which the exercise price of the stock option is based.

payout amount

Cash, if any, plus plan end adjusted restricted performance shares award, as set forth in Section VIII, to a participant under this plan, if any, for achievement of the financial goals, as further discussed in this plan.

performance levels

threshold

The minimum acceptable level of achievement for each financial goal. If threshold performance is achieved against all company financial goals, a participant may earn 25% of the target incentive amount for which he/she is eligible. If threshold performance is achieved against all divisional financial goals, a participant may earn 25% of the target incentive amount for which he/she is eligible.

target

Achievement in aggregate of the financial goals. Each individual financial goal is set at a level which is both challenging and achievable.

outstanding

Superior achievement of the financial goals. If outstanding performance is achieved against all financial goals, the maximum amount a participant may earn is 200% of the target incentive amount for which he/she is eligible.

payout factor

The percentage applied to the target incentive amount exclusive of the stock option portion, if any, to determine the payout amount based on the percentage of financial goals deemed achieved.

EBITDA Income before interest, taxes, depreciation and amortization for the final year of the plan cycle.

earnings per share

Earnings per share, as reported in the company's annual report for the final year of the plan cycle.

divisional operating income

Operating income before allocations for corporate support services and taxes, excluding the effects of any unusual activity, for the final year of the plan cycle.

divisional cash flow from operations after investing activities (divisional cash flow) operating income before allocations and taxes, excluding unusual items not related to the period being measured, plus/minus any non-cash items included in divisional operating income (other than provisions for bad debts), and changes in controllable assets and liabilities, less normal investments in product development assets and direct property and equipment additions, for the final year of the plan cycle. Controllable assets and liabilities are inventory, composition, author advances, other deferred publication costs, and deferred subscription revenues.

II. PLAN OBJECTIVES

The purpose of this plan is to enable the company to reinforce and sustain a culture devoted to excellent performance, emphasize long term

financial performance at the corporate and division levels, reward significant contributions to the success of the company, attract and retain highly qualified executives, and provide an opportunity for each participant to acquire equity in the company.

III. ELIGIBILITY

The participant is selected by the ECDC in its sole discretion, from among those employees in key management positions deemed able to make the most significant contributions to the growth and profitability of the company. An employee must be a participant of the FY 1998 Executive Annual Incentive Plan to be eligible to participate in this plan. The President and CEO of the company is a participant.

IV. INCENTIVE

A. The participant's target incentive is determined based on the participant's position in the company and the contributions the position is deemed able to make in achieving the financial goals of the company.

B. The participant's target incentive is recommended by the President and CEO to the ECDC for its and the Board's approval. In the case of the President and CEO, the target incentive is recommended by the ECDC for the Board's approval.

V. PERFORMANCE MEASUREMENT AND OBJECTIVES

A. The objectives for the financial goals are recommended by the ECDC with the advice of the Finance Committee to the Board for its approval. The financial goals performance objectives are set at a level which are challenging and achievable.

B. Financial goals established for each participant may include one or more organizational level's financial goals (e.g. company and division), and one or more financial goals for a particular organizational unit (e.g. cash flow, income, divisional operating income). The weighting of and between the two organizational levels' financial goals may vary, depending upon the participant's position. Weighting of the participant's financial goals is recommended by the President and CEO to the ECDC. In the case of the President and CEO, the financial goals are EBITDA and earnings per share..

C. Threshold, target and outstanding performance levels for the financial goals are recommended by the President and CEO for approval by the ECDC, and the Board.

VI. PERFORMANCE EVALUATION

A. Financial Results

1. Actual financial results achieved by the company and by each division will be calculated at the end of the plan cycle, subject to adjustment for audited results, and will be compared with the previously set financial goals.

2. The financial results will be reviewed by the President and CEO to determine proposed payout factors for the company and for the divisions.

3. The President and CEO will provide to the ECDC a view of the company's achievement of its financial goals, as well as divisional achievement of like objectives, if any, and will recommend payout factors to be used for the company and divisional objectives.

B. Award Determination

1. At least threshold performance, in aggregate, of a participant's particular organizational level's objectives is necessary for the participant to receive a payout for the particular organizational level. However, once the overall threshold is achieved for any single measure the non-achievement of any one particular goal's target objective does not preclude a payout.

2. The determination of the performance level achievement (threshold, target and outstanding, or points in between) for each organizational level's financial goals will be made independently of any other organizational level's financial goals a participant may have.

3. If the participant has more than one organizational level's financial goals, the non-achievement of a threshold performance level of one organizational level's financial goals does not preclude a payout for the other organizational level's financial goals.

4. The following details the effect of the financial results performance levels on a participant's payout amount. The actual payout factors will be in the sole judgment and discretion of the ECDC, taking into account the following guidelines:

a. For below threshold performance in aggregate, the payout amount is zero.

b. For company threshold performance in aggregate, 25% of the target incentive may be recommended. For divisional threshold performance in aggregate, 25% of the target incentive may be recommended

c. For between company threshold and target performance in aggregate, at minimum 25% of the target incentive and up to 100% of the target incentive may be recommended. For between divisional threshold and target performance in aggregate, at minimum 25% of the target incentive and up to 100% of the target incentive may be recommended.

d. For target performance in aggregate, 100% of the target incentive may be recommended.

e. For between target and outstanding performance in aggregate, at minimum 100% of the target incentive and up to 200% of the target incentive may be recommended.

f. For outstanding performance in aggregate, 200% of the target incentive may be recommended.

5. Notwithstanding anything to the contrary, the maximum payout amount, if any, a participant may receive is 200% of the target incentive.

VII PAYOUTS

- A. The restricted performance shares payout amount, if any, will be made as set forth in Section VIII below. The determination by the ECDC of plan end adjusted restricted performance shares shall constitute payout of this portion of the award.
- B. The ECDC, in its sole discretion, may direct that the payout be made wholly or partly in cash.
- C. In the event of a participant's death, permanent disability, retirement or leave of absence prior to the end of the plan cycle, restricted performance shares awarded at the beginning of the plan cycle, if any, are forfeited, and the payout amount, if any, will be determined by the ECDC in its sole discretion.
- D. A participant who resigns, or whose employment is terminated by the company, with or without cause, prior to the end of the plan cycle, is not eligible for a payout amount and shall forfeit any restricted performance shares awarded at the beginning of the plan cycle.

VIII. RESTRICTED PERFORMANCE SHARES AWARD PROVISIONS

- A. Since one of the objectives of this plan is to provide the participant with an equity stake in the company and align management and shareholder interests, the target incentive will be awarded as restricted performance shares .
- B. Restricted performance shares, if any, shall be awarded at the beginning of the plan cycle, after the June, 1997 ECDC meeting. The amount of restricted performance shares awarded shall be based on the proportion of the target incentive allocated to restricted performance shares, as determined by the ECDC. The value of each share will be determined based on the stock closing sale price, as reported by the NYSE, on the date the ECDC acts at the beginning of the plan cycle (June 19, 1997). In the event the stock is not traded on June 19, 1997 or the date the ECDC acts, whichever is later, the closing sales price shall be the price of the stock on the next day after June 19, 1997 or the date the ECDC acts on which the stock trades, whichever is later. The restricted performance shares awarded at the beginning of the plan cycle also are subject to adjustment at the end of the plan cycle as set forth in Sections VIII (C) and (D) below. Restricted performance shares, if any, shall be awarded pursuant to the shareholder plan, as approved by the ECDC. In addition to the terms and conditions set forth in the shareholder plan and Section VII (D) and (E) below, the following conditions shall apply:
1. During the plan cycle, the participant shall not have the right to receive dividends or - other distributions with respect to restricted performance shares received at the beginning of the plan cycle and shall not have the right to vote such shares. After the end of the plan cycle, and after all adjustments to the amount of restricted performance shares are made by the ECDC as set forth in Section VII(D) and (E) below, the participant shall have the right to receive dividends or other distributions with respect to the final amount of restricted performance shares issued and shall have the right to vote such shares. The date on which the dividend and voting rights shall commence is the date on which the ECDC makes its determination of the final number of restricted performance shares awarded after the plan cycle ends pursuant to Section VII (D) and (E) below.
 2. During the restricted period, the restricted performance shares may not be sold or transferred. Restricted performance shares shall be legended and held by the Company.
 3. Withholding taxes relating to restricted performance shares awarded may be satisfied by surrendering shares to the company, in lieu of cash, upon lapse of the restrictions.
 4. The restricted period for restricted performance shares awarded shall be as follows: subject to continued employment except as otherwise set forth in the shareholder plan or Sections VII and VIII of this plan, the lapse of restrictions on one-half of the restricted performance shares awarded will occur on the first anniversary (April 30, 2001) of the plan end date at which time the participant will receive a new stock certificate in a number of shares equal to one-half of the restricted performance shares awarded with the restrictive legend deleted, and the lapse of restrictions on the remaining half will occur on the second anniversary (April 30, 2002) of the plan end date at which time the participant will receive a new stock certificate in a number of shares equal to the remaining half with the restrictive legend deleted.
 5. If the participant dies or becomes permanently disabled during the restricted period, the restrictions on the restricted performance shares will lapse on the date of such event.
 6. If the participant retires during the restricted period at or after his/her normal retirement date, the restrictions on the restricted performance shares will lapse on the date of such event.
 7. If the participant takes early retirement during the restricted period, the restrictions on the restricted performance shares will not lapse until the restricted period expires. If the participant dies between the time the participant takes early retirement and the end of the restricted period (April 30, 2002), the lapse of restrictions on the restricted performance shares will occur on the date of such event.
 8. The restricted performance shares may be adjusted by the ECDC for any change in the capital stock of the company, as provided in Section II of the shareholder plan and are in all respects subject to the provisions of that plan.
 9. In the event of a change of control, whether before or after the end of the plan cycle, as defined in the shareholder plan, all shares of restricted performance shares which would otherwise remain subject to restrictions under the plan shall be free of such restrictions.

C. The number of shares of restricted performance shares awarded at the beginning of the plan cycle, may be adjusted at the end of the plan cycle based on actual achievement of target objectives.

D. The final amount of restricted performance shares will be determined as follows: The restricted performance shares established by the ECDC at the beginning of the plan cycle times the payout factor equals the number of shares for the plan end adjusted restricted performance shares award. The result of this calculation will be compared to the restricted performance shares awarded at the beginning of the plan cycle, and the appropriate amount of restricted performance shares will be awarded or forfeited, as required, to bring the restricted performance shares award to the number of shares designated as the plan end adjusted restricted performance shares award.

IX. STOCK OPTION

The participant may be granted a stock option pursuant to the shareholder plan at the beginning of the plan cycle, representing another incentive vehicle by which the participant is able to share in the equity growth of the company. The number of shares in the stock option granted to a participant under this plan is based on a set of variables and assumptions, applied consistently to all participants, regarding the monetary value a participant might receive upon exercise of the stock option. The terms and conditions of the award of the stock option are contained in the shareholder plan and in the stock option award. Withholding taxes relating to the gain realized on the exercise of an option may be satisfied by surrendering to the company the equivalent value of the taxes, or a portion thereof, in option shares in lieu of cash.

X. ADMINISTRATION AND OTHER MATTERS

- A. This plan will be administered by the ECDC, who will have authority in its sole discretion to interpret and administer this plan, including, without limitation, all questions regarding eligibility and status of any participant, and no participant shall have any right to receive any restricted performance shares or payment of any kind whatsoever, except as determined by the ECDC hereunder.
- B. The company will have no obligation to reserve or otherwise fund in advance any amount which may become payable under the plan.
- C. Restricted performance shares, stock options awarded and any cash paid out under this plan shall not be considered as compensation for purposes of defining compensation for retirement, savings or supplemental executive retirement plans, or similar type plans.
- D. This plan may not be modified or amended except with the approval of the ECDC. Notwithstanding the foregoing, Section VIII B (8) shall not be amended.
- E. In the event of a conflict between the provisions of this plan and the provisions of the shareholder plan, the provisions of the shareholder plan shall apply.

JOHN WILEY & SONS, INC.

FY 1998 EXECUTIVE ANNUAL INCENTIVE PLAN

PLAN DOCUMENT

CONFIDENTIAL

MAY 1, 1997

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I. DEFINITIONS

Following are definitions for words and phrases used in this document. Unless the context clearly indicates otherwise, these words and phrases are considered to be defined terms and appear in this document in italicized print:

company

John Wiley & Sons, Inc.

plan

The company's FY (Fiscal Year) 1998 Executive Annual Incentive Plan described in this document and any written amendments to this document.

plan year

The twelve month period from May 1, 1997 to April 30, 1998.

executive compensation and development committee (ECDC)

The committee of the company's Board of Directors (Board) responsible for reviewing executive compensation.

financial goals

A participant's objective to achieve specific financial results for FY 1998, including interim revised financial goals, if any, as approved and communicated in writing, as described in Sections IV and V below.

financial results

Total company or division achievement against financial goals set for FY 1998.

strategic milestone

A participant's objective to achieve specific results for FY 1998, including interim revised strategic milestones, if any, as approved and communicated in writing, as described in Sections IV and V below. Strategic milestones are leading indicators of performance.

participant

Any person who is eligible to and is selected to participate in the plan, as defined in Section III.

base salary

The participant's total amount of base salary, calculated as follows: base salary as of June 2, 1997, or the date of hire, or promotion into the plan, if later, adjusted for any increases or decreases during FY 1998, on a prorated basis and adjusted for any amount of time the participant may not be in the plan for reasons of hire, promotion, death, disability, retirement and/or termination.

payout

Actual gross dollar amount paid to a participant under the plan, if any, for achievement of financial goals and strategic milestones, as further discussed in this plan.

target incentive percent

The percent applied to the participant's base salary to determine the target incentive amount.

target incentive amount

The amount, if any, that a participant is eligible to receive if a participant achieves 100% of his/her financial goals and strategic milestones. The incentive for financial goals should constitute at least 70% of the target incentive amount for the participant.

performance levels

threshold The minimum acceptable level of achievement of each financial goal and strategic milestone. If threshold performance is achieved against all financial goals and strategic milestones, a participant may earn 25% of the target incentive amount for which he/she is eligible.

target Achievement in aggregate of target financial goals and strategic milestones. Each individual financial goal and strategic milestone is set at a level which is both challenging and achievable.

outstanding Superior achievement of financial goals and strategic milestones, both in quality and scope, with limited time and resources. If outstanding performance is achieved against all financial goals and strategic milestones, the maximum amount a participant may earn is 175% of the target incentive amount.

payout factor Percentage of financial goals and strategic milestones deemed achieved, used to determine the payout for which a participant is eligible.

II. PLAN OBJECTIVES

The purpose of the FY 1998 Executive Annual Incentive Plan is to enable the company to reinforce and sustain a culture devoted to excellent performance, emphasize performance at the corporate and division levels, reward significant contributions to the success of Wiley, and attract and retain highly qualified executives.

III. ELIGIBILITY

The participant is selected by the President and CEO of the company, from among those employees in key management positions deemed able to make the most significant contributions to the growth and profitability of the company, with the approval of the ECDC. The President and CEO of the company is a participant.

IV. PERFORMANCE OBJECTIVES AND MEASUREMENT

The plan employs two categories of objectives for performance measurement: financial goals and strategic milestones. The weighting of and between the two measures may vary, depending upon the participant's position. Weighting is recommended by the participant's manager and approved by the President and CEO, if the President and CEO is not the participant's manager.

A. Financial Goals

1. Financial goals for the company are determined near the beginning of the plan year by the President and CEO. The President and CEO's goals are reviewed and approved by the Finance Committee of the Board and ECDC, and approved by the Board.
2. Financial goals are set for the company as a whole and for each division and may be revised in the interim, as appropriate. The participant will be given specific financial goals, based on an appropriate mix of company and/or division objectives.
3. Financial goals include defining levels of performance (threshold, target and outstanding) and the measures of each.

B. Strategic Milestones

1. Strategic milestones are non-financial individual objectives over which the participant has a large measure of control, which lead to, or are expected to lead to improved performance for the company in the future. Strategic milestones are determined near the beginning of the plan year by the participant, and approved by the participant's manager, if the President and CEO is not the participant's manager.
2. The strategic milestones for the President and CEO are reviewed and approved by the Executive and Policy Committee of the Board and by the Board.
3. The strategic milestones for the President and CEO should be appropriately reflected in those of all other employees at all levels. Each participant collaborates with his/her manager in setting strategic milestones. The strategic milestones may be revised in the interim, as appropriate.
4. The determination of strategic milestones includes defining a target level of performance and the measure of such, and may include defining threshold and outstanding levels of performance and the measures of such.

V. PERFORMANCE EVALUATION

A. Financial Results

1. Actual financial results achieved by the company and by each group and division will be calculated at the end of the plan year, subject to adjustment for audited results, and will be compared with previously set financial goals.
2. Actual financial results will be reviewed by the participant's manager and the President and CEO and a payout factor determined. The payout factor is based on a judgment of the relative importance of financial results and the achievement compared to the financial goals. This payout factor is subject to the review and approval of the President and CEO. The ECDC will evaluate the President and CEO's financial results and will recommend to the Board his/her financial results payout factor.

B. Strategic Milestones

1. Achievement of a participant's strategic milestones will be determined at the end of the plan year by comparing results achieved to previously set objectives.
2. Each participant's manager will recommend a payout factor for achievement of all strategic milestones compared with the previously set objectives. In determining the payout factor, the overall performance on all strategic milestones will be considered. This payout factor is subject to the review and approval of the President and CEO, the ECDC and the Board. The ECDC will recommend to the Board for approval the payout factor for the President and CEO's achievement of his/her strategic milestones based on the Executive and Policy Committee of the Board's evaluation of his/her achievement compared with the previously set objectives.

C. Award Determination

1. Financial goals, established for each participant, may include one or more organizational level's financial goals (e.g. company and division), and one or more financial goal for a particular organizational unit. At least threshold performance, in aggregate, of a participant's particular organizational level is necessary for the participant to receive a payout for the particular organizational level. However, once the overall threshold is achieved, the non-achievement of any one particular financial goal's target objective does not preclude a payout for all the participant's financial goals.
2. At least threshold performance of a financial goal for any of the operating units for which he/she is responsible is required for a payout of strategic milestones to be made to the participant. The CEO has the right to override this provision if he feels such action is warranted.
3. Payout eligibility will be determined by calculating the amount for achievement of financial goals and strategic milestones and adding the two together, as follows:

EAIP PAYOUT ELIGIBILITY CALCULATION

FINANCIAL RESULTS PAYOUT AMOUNT

Base Salary X Target Incentive Percent

X Weighting of Financial Goals X Payout Factor

= Financial Goals Payout Eligibility

STRATEGIC MILESTONES PAYOUT AMOUNT

Base Salary X Target Incentive Percent

X Weighting of Strategic Milestones X Payout Factor

= Strategic Milestones Payout Eligibility

EAIP PAYOUT ELIGIBILITY

Financial Goals Payout Amount + Strategic Milestones Payout Amount

= EAIP Payout Eligibility

4. Notwithstanding anything to the contrary, the maximum payout, if any, a participant may receive is 175% of the target incentive amount.

5. The foregoing EAIP payout eligibility calculation is intended to set forth general guidelines on how awards are to be determined. The purpose of this plan is to motivate the participant to perform in an outstanding manner. The President and CEO has discretion under this plan to take into consideration the contribution of the participant, the participant's management of his/her organizational unit and other relevant factors, positive or negative, which impact the company's, the participant's organizational unit(s), and the participant's performance overall in determining whether to recommend granting or denying an award, and the amount of the award, if any. If the participant is the President and CEO, such discretion is to be exercised by the ECDC and the Board.

VI. PAYOUTS

Payouts will be made within 90 days after the end of the plan year and will be based on audited financial results.

VII. STATUS CHANGES

A. In the event of a participant's death, disability, retirement or leave of absence prior to payout from the plan, the payout, if any, will be determined by the President and CEO in his/her sole discretion, subject to any approval of the ECDC in its sole discretion, subject to any required Board approvals. If the participant is the President and CEO, such approval is required by the Board, in its sole discretion.

B. A participant who resigns, or whose employment is terminated by the company, with or without cause, before payout from the plan is distributed, will not receive a payout. Exception to this provision shall be made only with the approval of the ECDC, in its sole discretion, subject to any required Board approvals. If the participant is the President and CEO, such approval is required by the Board in its sole discretion.

C. A participant who transfers between divisions of the company, will have his/her payout prorated to the nearest fiscal quarter for the time spent in each division, based on the achievement of financial goals and strategic milestones established for the position in each division, and based upon a judgment of the participant's contribution to the achievement of goals in each position, including interim revisions, if appropriate.

D. A participant who is appointed to a position with a different target incentive percent will have his/her payout prorated to the nearest fiscal quarter for the time spent in each position, based on the achievement of financial goals and strategic milestones established for each position.

E. A participant who is hired or promoted into an eligible position during the plan year may receive a prorated payout as determined by the President and CEO, in his/her sole discretion, subject to the approval of the ECDC.

VIII. ADMINISTRATION AND OTHER MATTERS

A. The plan is effective for the plan year. It will terminate, subject to payout, if any, in accordance with and subject to the provisions of this plan unless renewed by the company in writing in its sole discretion.

B. This plan will be administered by the President and CEO, who will have authority to interpret and administer this plan, including, without limitation, all questions regarding eligibility and status of the participant, subject to the approval of the ECDC required under this plan or the by-laws of the company.

C. This plan may be withdrawn, amended or modified at any time, and for any reason, in writing, in the company's sole discretion.

D. The determination of an award and payout under this plan, if any, is subject to the approval of the President and CEO, the ECDC, and the Board in their sole discretion. This plan does not confer upon any participant the right to receive any payout, or payment of any kind whatsoever.

E. No participant shall have any vested rights under this plan. This plan does not constitute a contract.

F. All deductions and other withholdings required by law shall be made to the participant's payout, if any.

SENIOR EXECUTIVE EMPLOYMENT AGREEMENT

AGREEMENT made as of the 8th day of January, 1998, by and between John Wiley & Sons, Inc., a New York corporation, with offices at 605 Third Avenue, New York, New York 10158 (hereinafter referred to as the "Corporation"), and William J. Pesce presently residing at 2 Heath Drive, Basking Ridge, New Jersey 07920 (hereinafter referred to as the "Executive").

WITNESSETH:

Executive is presently employed as Chief Operating Officer of the Corporation. The Corporation and Executive desire to enter into an agreement of employment on the terms and subject to the conditions hereinafter set forth, contingent on the election of the Executive, by the Board of Directors of the Company ("Board"), as President and Chief Executive Officer of the Corporation

NOW THEREFORE, the parties agree as follows:

1. Employment.

1.1 Effective May 1, 1998 or on such other date as the Board may determine (the "Effective Date") and contingent on the election of Executive by the Board, the Corporation hereby employs Executive as President and Chief Executive Officer.

1.2 Executive hereby accepts such employment and shall devote his full business time, attention, knowledge and skills faithfully, diligently and to the best of his ability to the performance of his duties. Executive shall do such traveling as may be reasonably required of him in the performance of his duties. Executive shall be subject to and shall observe and carry out such reasonable rules, regulations, policies, directions and restrictions consistent with the duties to be performed by him hereunder as the Corporation shall from time to time establish.

1.3 If at any time during the term of employment the Board of Directors of the Corporation shall, without his consent, and other than for cause or on account of death, disability or retirement, fail to re-elect Executive as President and Chief Executive Officer or shall remove him from such office, Executive shall have the right, exercisable by written notice to the Corporation within ten business days after the occurrence of such failure to re-elect or removal, to terminate his services hereunder, effective as of the last day of the month of receipt by the Corporation of any such written notice, and Executive shall have no further obligation under this Agreement. Termination of Executive's services under this Section shall be treated as a termination of employment by the Corporation other than for cause and shall be governed by the provisions of Section 5.2 of this Agreement.

1.4 Executive shall not be entitled to compensation other than the compensation provided for (or otherwise referred to) in this Agreement for any services he may render as a director or officer of any of the Corporation's subsidiaries.

1.5 Executive shall not without the prior written approval of the Corporation accept employment or compensation from or perform services of any nature for any business enterprise other than the Corporation or any of its subsidiaries or joint-venture entities.

1.6 Executive shall not without the prior written approval of the Corporation invest in any business enterprise -

1.6.1 if such enterprise engages in or involves a "Restricted Business" as that term is hereinafter defined in Section 7.1;

1.6.2 if such investment interferes with the performance of Executive's duties hereunder; or

1.6.3 if such investment would violate the Corporation's announced business policy with respect to employee interests in suppliers of goods or services to the Corporation or any of its subsidiaries.

Notwithstanding the foregoing, Executive may invest in securities of any company if such securities are listed for trading on a national stock exchange or traded on the over-the-counter market and Executive's investment therein represents less than one percent (1%) of the total number of outstanding shares of the class of shares or outstanding principal amount of the class of other securities of such company, as the case may be.

1.7 Executive shall not without the prior written approval of the Corporation serve on the board of directors of any business enterprise other than the Corporation or any of its subsidiaries.

2. Term.

2.1 Executive's term of employment hereunder shall commence as of the Effective Date and shall continue through April 30, 2001, unless sooner terminated in accordance with this Agreement, and thereafter as herein provided. Executive's term of employment shall automatically renew for subsequent three year terms, the first of which would begin on May 1, 2001, subject to the terms of this Agreement, unless either party gives written notice 30 days or more prior to the expiration of the then existing term of his or its decision not to renew. Failure by the Corporation to renew, although not a termination by the Corporation without cause or for cause, shall for purposes of the benefits intended to be provided to Executive (and the obligations of Executive under Section 5.5) be deemed to constitute a termination without cause.

3. Compensation.

3.1 As compensation for his services hereunder, the Corporation shall pay Executive a base salary at the rate of four hundred fifty thousand (\$ 450,000) Dollars per annum, subject to increase as hereinbelow provided, payable in equal installments no less frequently than monthly.

3.2 Executive shall be eligible to participate in all of the Corporation's executive compensation plans in which senior executives are eligible to participate, including but not limited to the Executive Annual Incentive Plan ("EAIP"), the Executive Long Term Incentive Plan ("ELTIP"), or equivalents, for so long as such plans remain in effect and shall also be entitled to all of his other presently existing employment benefits and perquisites or equivalents.

3.3 Executive's compensation shall be reviewed periodically in accordance with procedures and policies established by the Corporation for salary review of its officers.

3.4 To the extent coverage is not duplicative of that provided under an executive compensation plan in which Executive is eligible to participate, Executive shall be included to the extent eligible under any and all plans providing benefits generally for the Corporation's employees, including, but not limited to, pension, group life insurance, hospitalization, medical and disability plans. The Corporation shall not, however, be under any obligation to continue the existence of any executive compensation or other employee benefit plan referred to in Section 3.2 or this Section 3.4.

3.5 The Governance and Compensation Committee (the "Committee") intends, at a meeting or by unanimous written consent of the Committee on or about the Effective Date, to grant to Executive under the 1991 Key Employee Stock Plan, an option to purchase 75,000 shares of Class A Common Stock of the Corporation, at the market price on the date of grant, vesting as to all such shares on the fifth anniversary of the date of grant, and otherwise in the form of grant customarily used by Company for such options (the "Option"). The Option is in addition to, and shall not be part of or affect the ELTIP, as applicable to Executive.

3.6 Subject to the next sentence of this Section 3.6, (i) should the Option not be timely granted, or should the Corporation cease to provide incentive compensation plans in which Executive is eligible to participate, substantially similar to those described in Section 3.2 above, and of a value, in the aggregate, to Executive substantially similar to that of the present plans, Executive shall have the right to terminate his services hereunder, exercisable by written notice to the Corporation within ten business days after the Effective Date, or after the cessation of such plans, as applicable, effective as of the last day of the month of receipt by the Corporation of any such notice, and Executive shall have no further obligation of any kind under or arising out of this Agreement. Should a circumstance or event not within the reasonable contemplation of the parties at the date hereof arise on or before the Effective Date that makes it inadvisable or undesirable in the reasonable judgment of the Committee to grant the Option to Executive and should the Committee and/or the Board (as may be required) on or about such date, because of such intervening circumstance or event, instead bestow upon Executive benefits of reasonably equivalent value and having a comparable vesting date, Executive shall thereupon forego his right of termination under the preceding sentence. Termination of Executive's services under this Section 3.6 shall be treated as a termination of employment by the Corporation other than for cause and shall be governed by the provisions of Section 5.2.

4. Vacation.

Executive shall be entitled to four weeks of paid vacation, or such greater amount, if any, as provided in the policies of the Corporation then applicable to Executive, each calendar year during the period of his employment hereunder, to be taken at times mutually agreeable to Executive and the Corporation.

5. Termination of Employment By Corporation.

5.1 The Corporation may terminate Executive's employment hereunder at any time for cause without further obligation or liability except as hereinbelow stated in this Section 5.1. For purposes of this Agreement, the term "cause" shall be limited to the following grounds:

5.1.1 Executive's refusal to substantially perform his duties or otherwise fulfill his material obligations under this Agreement (for reasons other than death or disability), in any such case after due written notice thereof, or serious willful misconduct in respect of his obligations hereunder;

5.1.2 Conviction of a felony crime;

5.1.3 Perpetration of a fraud against the Corporation or misappropriation of the Corporation's property;

5.1.4 Habitual intoxication or illegal use of habit forming substances; or

5.1.5 Knowingly making a material false statement to the Corporation's Board of Directors or management regarding the affairs of the Corporation.

In the event Executive's employment is terminated for cause, no further payments of salary or benefits of any kind or nature (except to the extent accrued to the date of termination) shall be paid to Executive, and Executive shall have no further claim against the Corporation under

the terms of this Agreement or otherwise relating to his employment.

5.2 Corporation may terminate Executive's employment hereunder at any time without cause. In the event of such termination the obligations of the Corporation to Executive shall be limited to the following:

5.2.1 Salary accrued to the effective date of such termination;

5.2.2 Continuation of base salary at the per annum rate then in effect, for a period of 36 months from the effective date of such termination (hereinafter "the Severance Period");

5.2.3 The "target incentive amount" under any executive annual incentive plan established by the Corporation for a fiscal year ending during the Severance Period, and the same "target incentive amount" for any such executive annual incentive plan, pro-rated to the end of the Severance Period, for a fiscal year commencing during but ending after the Severance Period, or the equivalent under any bonus or variable compensation plan which may hereafter be adopted by the Corporation in lieu of such executive annual incentive plan;

5.2.4 The value of the "payout amount," in cash, for any executive long term incentive plan established by the Corporation, the plan cycle of which ends within 12 months after the effective date of termination, pro-rated to the date of termination;

5.2.5 Lapse of restrictions on any outstanding restricted stock awards not vested on the effective date of termination, or at the Corporation's option, the cash value of the restricted stock forfeited under such awards based on "fair market value" on the effective date of termination; and

5.2.6 Coverage during such Severance Period under the following employee benefit plans or provisions for comparable benefits outside such plans, but only to the extent comparable coverage is not provided by any new employer:

(1) Group Health Insurance Program; (2) Long-Term Disability Plan (as provided under such Plan, the Executive shall be required to pay the premium); (3) Group Life and Accidental Death and Dismemberment Insurance (at the levels in effect at the date of termination of employment, taking into account any waiver of coverage under the Corporation's Supplemental Executive Retirement Program).

For purposes of Section 5.2.5, the "fair market value" shall be the mean between the highest and lowest prices at which the Common Stock is traded on the effective date of termination as reported by the New York Stock Exchange or any successor thereto. If there is no sale of the Common Stock on such exchange on such date, the mean between the bid and asked prices on such exchange at the close of the market on such date shall be deemed to be the fair market value of the Common Stock.

Executive shall not be required to seek other employment during such Severance Period, but in the event Executive renders personal services during such period to any person or firm other than the Corporation, whether as an employee, a partner or as a self-employed individual and earns income (whether or not then payable) attributable to the performance of such personal services during either the 12 month period commencing on the date of termination of employment or the next two succeeding 12 month periods in excess of \$ 100,000 per such 12 month period, (i) Executive shall notify the Corporation, in accordance with Section 9.3 hereof, within 15 days of the commencement of such employment, and (ii) the amount of salary which the Corporation would otherwise be required to pay Executive during such 12 month period shall be reduced dollar for dollar by such excess amount. If as a result of Executive's accruing such income, the Corporation has overpaid Executive, Executive shall promptly reimburse the Corporation for the amount of such overpayment.

5.3 Executive agrees that the payments described in Section 5.2 shall be full and adequate compensation to Executive for all damages he may suffer as a result of the termination of his employment pursuant to Section 5.2, and hereby waives and releases the Corporation from any and all obligations or liabilities to Executive arising from or in connection with Executive's employment with the Corporation or the termination of his employment including, without limitation, all rights and claims Executive may have under the Corporation's severance policy and federal, state or local statutes, regulations or ordinances or under any common law principles of breach of contract or the covenant of good faith and fair dealing, defamation, wrongful discharge, intentional infliction of emotional distress or promissory estoppel; provided, however, that any rights and benefits Executive may have under the employment benefit plans and programs of the Corporation, including, without limitation, the Corporation's Supplemental Executive Retirement Program, in which Executive is a participant, shall be determined in accordance with the terms and provisions of such plans and provisions.

5.4 If Executive voluntarily resigns, the Corporation shall have no further obligation to Executive except for salary accrued to the effective date of such resignation.

5.5 In the event the Corporation terminates Executive's employment, whether with or without cause, or in the event of Executive's voluntary resignation, Executive if so requested by the Corporation shall assist in the orderly transfer of authority and responsibility to his successor.

6. Death or Disability.

6.1 In the event of the death of Executive during the term of employment under this Agreement or during the period when payments are being made pursuant to Section 5.2.2, this Agreement shall terminate and all obligations to Executive shall cease as of the date of death except that the Corporation will pay the then base salary under Section 3.1 until the end of the month in which Executive dies, and except for any rights and benefits of Executive under the benefit plans and programs of the Corporation including, without limitation, the Supplemental Executive Retirement Plan in which Executive is a participant, as determined in accordance with the terms and provisions of such plans and programs.

The payout under the EAIP, or equivalent, for the fiscal year in which Executive's death occurs, shall be annualized and paid at the normal time to Executive's estate pro rata to the date of death. The value of the "payout amount," in cash, for any executive long term incentive plan established by the Corporation, the plan cycle of which ends within 12 months after the date of Executive's death, shall be paid at the normal time to Executive's estate. This Section 6.1 shall not affect any outstanding stock options or stock awards, whether made under a long term incentive plan or otherwise, before or after the date of this agreement, which options or awards shall then be governed according to their terms.

6.2 In the event that Executive shall become entitled to salary continuation payments under the Corporation's Group Long-Term Disability Insurance Plan or under any generally similar plan then in effect, the Corporation may, at its option, terminate the employment of Executive hereunder without further obligation or liability on the part of the Corporation under the terms of this Agreement.

7. Restrictive Covenant.

7.1 In consideration of the Corporation entering into this Agreement, Executive shall not, directly or indirectly, for a period of 12 months after termination of such employment, whether because the term of employment has ended by its terms or otherwise (unless such termination is by the Corporation without cause or compliance herewith is excused pursuant to Section 7.2), be employed by, render services to or participate in the management, operation or control of, or serve as advisor or consultant to or otherwise become financially interested in any business of the same nature as that now (or hereafter during the term of this Agreement) carried on by the Corporation or any of its subsidiaries (a "Restricted Business").

7.2 Should a Change of Control (as defined in the Corporation's Supplemental Executive Retirement Plan) occur during the term of employment and should the Executive terminate his employment for "Good Reason" (as defined in said Plan) within a period of 18 months following such Change of Control such termination by Executive shall constitute a waiver by the Corporation of the restrictive covenant set forth in Section 7.1 and Executive shall have no further obligation to comply with its terms.

7.3 Executive acknowledges and agrees that in the event of any violation of the restrictive covenant set forth in Section 7.1, the Corporation shall be authorized and entitled to obtain from any court of competent jurisdiction temporary, preliminary or permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the Corporation may be entitled.

7.4 The restrictions contained in this Section 7 are intended to be reasonable. In the event that any restriction contained herein is held by any court of competent jurisdiction or arbitrator to be in any respect unreasonable, the court so holding may limit the territory to which it pertains or the period of time in which it operates, or affect any other change to the extent necessary to make it enforceable. The remaining provisions shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect and any invalid and unenforceable provision shall be deemed without further action on the part of the parties hereto modified, amended and limited to the extent necessary to render the same valid and enforceable to the maximum extent permissible.

7.5 Executive shall hold in a fiduciary capacity for the benefit of the Corporation all confidential information, knowledge and data relating to or concerned with the Corporation's products, operations, sales, business and affairs which are proprietary and not readily ascertainable from trade sources or other publicly available data, and he shall not, at any time hereafter, use, disclose or divulge any such confidential information, knowledge or data to any person, firm or corporation other than to the Corporation, its subsidiaries or its designees or except as may otherwise be required in connection with the business and affairs of the Corporation. A breach of Executive's obligations hereunder shall entitle the Corporation to seek injunctive or equitable relief and/or damages from any court of competent jurisdiction.

8. Change of Control Agreements.

It is understood and agreed that none of the benefits accruing to Executive under the 1991 Key Employee Stock Option Plan or Supplemental Executive Retirement Plan resulting from a "change of control" shall derogate from the rights granted to Executive under this Agreement, and the rights granted to him thereunder shall, subject to the triggering events thereof, be supplementary to and not in substitution for his rights hereunder.

9. General.

9.1 Subject to Section 7.2 and Section 8 hereof, this Agreement constitutes the entire agreement concerning Executive's employment, and no amendment or modification hereof shall be valid or binding unless made in writing and signed by the party against whom enforcement thereof is sought. This agreement supersedes the 1994 Senior Executive Employment Agreement between the Corporation and Executive.

9.2 The provisions of Section 7 hereof shall survive the termination or expiration of this Agreement.

9.3 Any notice required, permitted, or desired to be given pursuant to any of the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered in person or sent by registered or certified mail, return receipt requested, postage and fees prepaid, as follows:

If to the Corporation, at:

Wiley II with a copy to:

Richard S. Rudick, Esq.

John Wiley & Sons, Inc.
605 Third Avenue
New York, New York 10158

If to Executive, at:

2 Heath Drive
Basking Ridge, New Jersey 07920

Either of the parties hereto may at any time and from time to time change the address to which notices shall be sent hereunder by notice to the other party.

9.4 No course of dealing or any delay on the part of the Corporation or Executive in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach of this Agreement shall be deemed a continuing waiver of any other breach or default.

9.5 This Agreement relates to services to be performed principally in, and accordingly shall be governed, interpreted and construed in accordance with the laws of the State of New York.

9.6 If any provision or part of this Agreement shall be held or declared to be void, invalid or illegal for any reason by any court of competent jurisdiction, such provision or part shall be ineffective but shall not in any way invalidate or affect any other provision or part of this Agreement.

9.7 This Agreement, and the respective rights and obligations of the parties hereunder, shall inure to the benefit of, and shall be binding upon, the Corporation and its successors and assigns.

9.8 Should there arise any claim, dispute or controversy relating to this Agreement, or the breach thereof, the parties shall use their best efforts and good will to settle such claim, dispute or controversy by amicable negotiations. Except as provided in Sections 7.2 and 7.4, any such claim, dispute or controversy that arises between the parties relating to this Agreement that is not amicably settled shall be resolved by arbitration, as follows.

9.8.1 Any such arbitration shall be heard in New York, New York, before a panel consisting of one (1) to three (3) arbitrators, each of whom shall be impartial. Except as the parties may otherwise agree, all arbitrators shall be appointed in the first instance by the President of the Association of the Bar of the City of New York or, in the event of his unavailability by reason of disqualification or otherwise, by the Chairman of the Executive Committee of the Association of the Bar of the City of New York. In determining the number and appropriate background of the arbitrators, the appointing authority shall give due consideration to the issues to be resolved, but his decision as to the number of arbitrators and their identity shall be final. Except as otherwise provided in this Section 9.8, or as the parties may otherwise agree, arbitration hereunder shall be governed by the rules of the American Arbitration Association, as they then exist.

9.8.2 An arbitration may be commenced by any party to this Agreement by the service of a written Request for Arbitration upon the other affected parties. Such Request for Arbitration shall summarize the controversy or claim to be arbitrated, and shall be referred by the complaining party to the appointing authority for appointment of arbitrators ten (10) days following such service or thereafter. If the panel of arbitrators is not appointed by the appointing authority within thirty (30) days following such reference, any party may apply to any court within the State of New York for an order appointing arbitrators qualified as set forth below. No Request for Arbitration shall be valid if it relates to a claim, dispute, disagreement or controversy that would have been time barred under the applicable statute of limitations had such claim, dispute or controversy been submitted to the Supreme Court of the State of New York.

9.8.3 All attorneys' fees and costs of the arbitration shall in the first instance be borne by the respective party incurring such costs and fees, but the arbitrators shall have the discretion to award costs and/or attorneys' fees as they deem appropriate under the circumstances. In addition to the waiver set forth in Section 5.3 above, the parties hereby expressly waive punitive damages, and under no circumstances shall an award contain any amount that in any way reflects punitive damages.

9.8.4 Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

9.8.5 It is intended that claims, disputes or controversies submitted to arbitration under this Section 9.8 shall remain confidential, and to that end it is agreed by the parties that neither the facts disclosed in the arbitration, the issues arbitrated, nor the views or opinions of any persons concerning them, shall be disclosed to third persons at any time, except to the extent necessary to enforce an award or judgment or as required by law or in response to legal process or in connection with such arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

JOHN WILEY & SONS, INC.

Date: _____

By _____
Charles R. Ellis

President and Chief
Executive Officer

William J. Pesce

SUBSIDIARIES OF JOHN WILEY & SONS, INC.(1)

	Jurisdiction In Which Incorporated	

Wiley Europe Limited	England	
Wiley Heyden Limited	England	(2)
John Wiley & Sons Limited	England	(2)
Academy Group Limited	England	(2)
Chancery Law Publishing Limited	England	(2)
Jacaranda Wiley Limited	Australia	
John Wiley & Sons (HK) Limited	Hong Kong	
Wiley Interscience, Inc.	New York	
John Wiley & Sons International Rights, Inc.	Delaware	
Wiley-Liss, Inc.	Delaware	
Wiley Publishing Services, Inc.	Delaware	
Wiley Subscription Services, Inc.	Delaware	
Clinical Psychology Publishing Company, Inc.	Delaware	
John Wiley & Sons Canada Limited	Canada	
Wiley Foreign Sales Corporation	Barbados	
John Wiley & Sons (Asia) Pte Ltd.	Singapore	
Scripta Technica, Inc.	District of Columbia	
John Wiley & Sons GmbH	Germany	
VCH Verlagsgesellschaft mbH	Germany	(3)
Wilhelm Ernst & Sohn, Verlag fur		
Architektur und technische		
Wissenschaften, GmbH	Germany	(4)
Akademie Verlag GmbH	Germany	(4)
Chemical Concepts Gesellschaft fur		
Chemie-Informationssysteme mbH	Germany	(4)
VCH Publishers (U.K.) Limited	England	(4)
VCH Verlags AG	Switzerland	(4)
Verlag Chemie GmbH	Germany	(4)
Physik-Verlag GmbH	Germany	(4)

(1) The names of other subsidiaries which would not constitute a significant subsidiary in the aggregate have been omitted.

(2) Subsidiary of Wiley Europe Limited.

(3) Subsidiary of John Wiley & Sons GmbH.

(4) Subsidiary of VCH Verlagsgesellschaft mbH.

ARTICLE 5

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE CONSOLIDATED STATEMENT OF FINANCIAL POSITION AND THE CONSOLIDATED STATEMENT OF INCOME AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

CIK: 0000107140

NAME: John Wiley & Sons, Inc.

MULTIPLIER: 1000

PERIOD TYPE	12 MOS
FISCAL YEAR END	APR 30 1998
PERIOD START	MAY 01 1997
PERIOD END	APR 30 1998
CASH	\$127,405
SECURITIES	0
RECEIVABLES	97,723
ALLOWANCES	41,576
INVENTORY	44,912
CURRENT ASSETS	237,610
PP&E	83,155
DEPRECIATION	48,845
TOTAL ASSETS	506,914
CURRENT LIABILITIES	178,353
BONDS	125,000
PREFERRED MANDATORY	0
PREFERRED	0
COMMON	20,744
OTHER SE	140,007
TOTAL LIABILITY AND EQUITY	506,914
SALES	0
TOTAL REVENUES	467,081
CGS	164,169
TOTAL COSTS	426,217
OTHER EXPENSES	0
LOSS PROVISION	0
INTEREST EXPENSE	7,933
INCOME PRETAX	58,086
INCOME TAX	21,498
INCOME CONTINUING	36,588
DISCONTINUED	0
EXTRAORDINARY	0
CHANGES	0
NET INCOME	36,588
EPS PRIMARY	2.32
EPS DILUTED	2.22

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