

[redacted]

[redacted]

June 30, 1958

[redacted]

Dear [redacted]

I should appreciate your informing your people of the following:

1. The enclosed proofs (these are merely rough page proofs, and have no bearing on the final reproduction proofs) will show the type in which the book is being set, and the page design. I myself am extremely pleased with the type font, which is far more esthetic and readable than almost anything to be found in Soviet production. However, it has proved to take up far more space than I originally estimated. From the 20 pica, 35-line page of the 700-page Italian book, I estimated that a 23 pica, 40-line page would make a book of approximately 560 pages. Instead, this is actually running to something above 660 pages. I think it well worth the additional pagination, but I may have to ask for more money than the original estimate.
2. I have not yet received the two-page publisher's note. I have allowed for it in the pagination.
3. On Thursday, June 26, I was notified that there may still come a longish introduction not contemplated previously. If it does, it will have to be paginated in Roman numerals, which is of course no great matter. However, I want it clearly understood that any further delay on the publisher's note and the introduction means that I shall deliver the reproduction proofs as soon as they are ready without this material in order to comply with our agreement.

(cc: -

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July 7, 1958

[redacted] and to delivering the European printing of 4,000 at the agreed upon price and time. Otherwise, I am free to do as I please. This means I may publish other editions at prices higher than [redacted] if I so choose; and I can publish any where else I please. Specifically, I mean to publish at [redacted] Press another edition in hard covers. Without the right to publish other editions and at prices economically determined by my operation, I find your client's price for the plates and rights economically impossible for I would have no clear prospect of recovering my costs.

4. For the reasons indicated above, I reject 4.

5. This provision binds me to stick to a list price of [redacted] per copy until such time as [redacted] pays full amount for the rights and plates, likewise (combining 4. and 5.) compels me to name a wholesale price to a distributor in the original contract with the European publisher (a provision entirely contrary to custom) and, in a word, doesn't permit me to operate in a businesslike way. If the provision No. 5 reads correctly, all this disappears if I pay full amount for the rights and plates. In that case, I prefer to pay that full amount immediately.

6. Agreed.

7. Agreed.

Sincerely,

[redacted]

P.S. As I leave for San Francisco Friday morning, it seems to me that, unless your client is prepared to modify as I propose, I should now step aside altogether; I shall conclude my obligations under the contract covering Phase I, and your client and I will part company at that point.

MATTERS TO DISCUSS WITH []Phase 1 Contract:

1. Get copy from [].
2. Discuss fee of [] for [] finding publisher and possibility of taking this out of Phase 2 contract if [] is to be publisher.
3. Verify that [] maximum is to be given for Phase 1 composition, typesetting, plates, etc., plus [] fee and [] per day for every day the foregoing is finished prior to 7/31/58.

Phase 2 Contract (points to be discussed for inclusion in contract):

1. Books to bear non-U.S. imprint.
2. If manuscript not published by September 1, 1958, we have a right to recover plates or require [] to publish the book.
3. We agree to sell and [] agrees to buy rights and plates for [] before September 1, 1958, or for [] thereafter. [] must make down payment of [] under either plan and execute a two-year non interest-bearing personal note for the balance payable in installments every six months.
4. If European publisher is found by [] we must see executed contract between [] and publisher before we make plates available. We reserve the right to purchase 4,000 copies at a wholesale price to the distributor (which must be verified by contract) either for the paperback or bound edition.
5. Until such time as [] pays full amount for the rights and plates, the retail price for either the bound or paperback edition cannot exceed [] per copy, and the wholesale price to the distributor must be consistent with normal trade practice.
6. We can sell or otherwise distribute and dispose of our 4,000 copies at any price, time or place.
7. Upon making partial or full payment for the rights and plates, [] agrees to hold us harmless from any suits or litigation arising from the publication and/or sale of the manuscript.

3)

July 7, 1958

Dear [redacted]

I should like to carry out the wishes of your client but the proposed Phase 2 Contract as it stands is impossible for me to undertake. I specify below, following the numbered points in your memo dated July 7.

1. "Books to bear non-U.S. imprint a must." In the short time required of me before I publish --Sept 1-- I cannot obligate myself to secure a recognized European publisher and cause him to commit himself to manufacture and issue such books --all this in less than eight weeks! The publisher I have in mind will undoubtedly want to consult his attorney on whether or no he has a clear legal right to publish this ms. in the face of Feltrinelli's claim that the author has vested all rights in Feltrinelli.

[redacted] From my experience are certain he has such right; but a Dutchman and his counsel may want to think about it for a while. In the end, the first and/or second publisher I approach may want no part of this complicated piece of business. Therefore, all I can guarantee your client is neither a European publisher nor such a near deadline as September 1. What I can guarantee him is the actual manufacture and delivery of these books in Europe, with the imprint in it of a printer or a printer-publisher, whose name I cannot now specify because I cannot guess in advance who can be gotten to do it. I would guarantee to deliver these to your client's representative in the city of manufacture (in all probability Amsterdam) no later than September 15, if your client and I sign a contract this week.

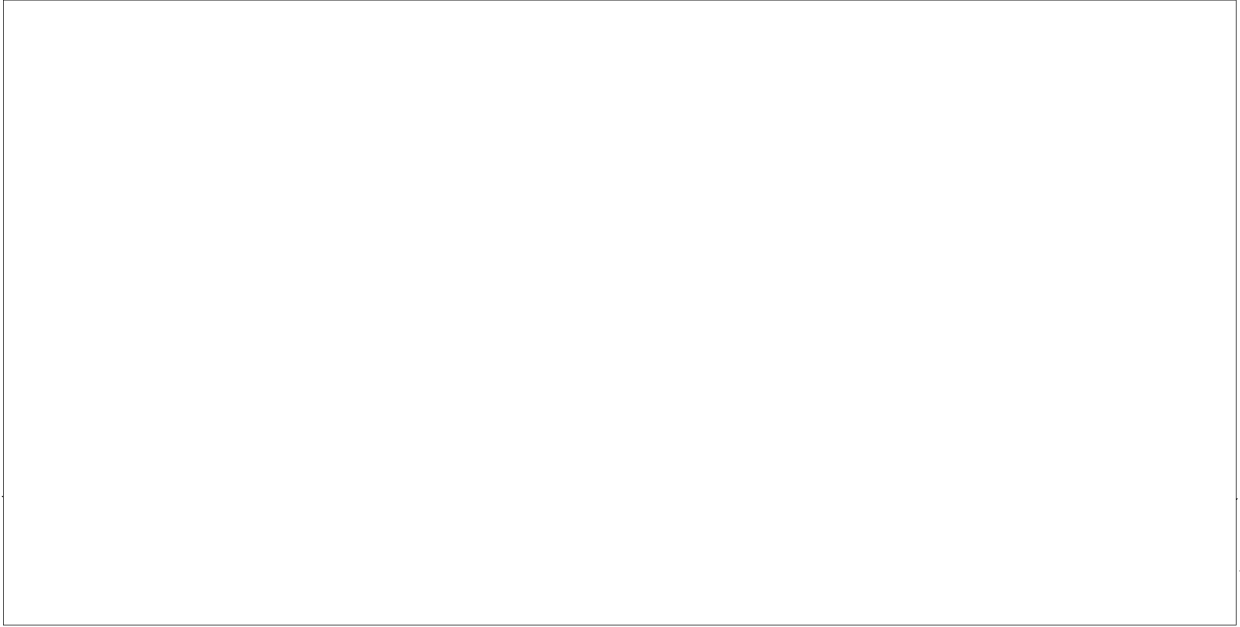
If I understand your client's needs, I undertake to deliver to him 4,000 copies of a paperback edition which he guarantees to purchase at [redacted] per copy. He in turn may dispose of them at any price, time or place.

The above arrangement is contingent upon acceptance by your client of my proposals under 3. below.

2. Your client under this claims right to cover plates or require me to publish the book if the ms. is not published by Sept 1, 1958. I do not understand the import of "require [redacted] to publish the book." As to recovery of the plates, this would mean I should have worked for nothing. I therefore cannot accept this provision.

3. I accept your client's proposal, namely, I agree to buy rights and plates for [redacted] before Sept 1, 1958, make down payment of [redacted] and execute a two-year non interest-bearing personal note for the balance payable in installments every six months. However, I do so only on condition that I [redacted] direct only to having for them

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6/30/54

I shall, of course, also handle the later material through reproduction proofs apart from the agreement.

As I told your people on the telephone on June 16th, I had completed the survey of European publishers called for in the agreement, and was ready to proceed to make a contract with one of these publishers as soon as I receive from you a letter authorizing me to do so. Under this agreement, we would pay approximately [] per copy for the manufacture of ten thousand copies (perhaps ten cents more per copy in the light of the present estimate pagination), plus a schedule of advertisements and perhaps an allowance to the publisher for a publicity campaign. In turn, the publisher would agree to (a.) sell 4,000 copies at a special price to someone we would designate. (b.) Hold the other 6,000 on consignment and pay us something like [] copy when all is sold. (c.) The offset plates would remain our property and all further printing would be done on the same basis and only on our instructions.

As time was indicated to be of the essence, I must point out that [] in authorizing me to make such a contract from this point on needs lost time.

5. My offer to have the book published with the imprint of [] Press will be withdrawn July 7th; thereafter, if you authorize me to publish here, it would be under the imprint of []
6. I enclose herewith our invoice for the remaining advances of []

Sincerely yours,

encl: 1-inv
2-prfs

P.S. On July 11th I am leaving the city for three weeks. I made arrangements with my production people to complete the press arrangement with you and the two sets of reproduction proofs will be delivered personally to you.

[REDACTED]

RATING: —

Interviewed January 13, 1958, [REDACTED] stated that officers for subject continue to be the same. [REDACTED] stated that figures pertaining to subject would not be submitted at this time. He did state that the auditors are currently completing figures on the subject and these figures will be made available during February, 1958. [REDACTED] refused to comment on condition at this time.

[REDACTED]

~~SECRET~~

14 July 1958

MEMORANDUM FOR: Chief, SR

ATTENTION: []

SUBJECT: AEDINOSAUR - Current Developments

1. [] planned to leave for the West Coast on 11 July 1958, for three weeks and has presumably departed. He stated in his letter of 30 June 1958 to [] that he had made arrangements with the production people in his company to deliver the reproduction proofs to [] Your [] Cashier's Check was mailed last week to [] [] who will deliver it to []

2. In accordance with our instructions, [] informed [] that we are having further consultations on Phase 2 and will advise him of the results. As you can see from the attachments, we were still some distance from agreement on Phase 2. However, it appears that the gap is not too difficult to bridge, since it stems in considerable measure from misunderstandings arising out of the haste of negotiations.

3. [] has become somewhat concerned by the recent statements that the book may be published by someone else who claims to possess the legal rights. He was aware from the outset that we did not possess the rights, but our information at that time was that Feltrinelli did not have the Russian language rights and, apparently, had no intention to publish the book in Russian. In view of the current indications, [] prefers not to personally head business negotiations with [] on Phase 2, although he will continue to act as our attorney.

[]
Chief, Commercial Staff

Attachments:

- 1) Ltr. to [] from [] of 30 June 1958
(Note publisher's name in margin)
- 2) Undated Negotiation Outline of []
- 3) [] Ltr. to [] of July 7, 1958
- 4) [] on []

~~SECRET~~

CM 58-1026