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HISTORICAL COLLECTIONS AR 70-14

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20 June 1958

MEMORANDUM FOR THE RECORD

SUBJECT: Contact Report with [] and []
on 19 June 1958.

1. 1. The undersigned departed from Washington, D.C. ^{at 0730} via American Airlines for New York, New York. After arriving at LaGuardia airport at 0845 [] [] proceeded to the East Side Terminal and then to the law offices of []

2. An appointment had been made to see [] at 1030 to discuss final terms of the contract between [] and [] concerning the type setting, manufacture of photo offset proofs, lay out and design work of Pasternak's Dr. Zhivago.

3. [] discussed the details of the contract drawn up by the General Counsel's office in consultation with [] and the undersigned which had been approved by the Chief of the Commercial Division and the Cover Division. [] stated that phase one of the proposed contract i.e. regarding the type setting, photo offset proofs and lay out of the book looked good and that a final contract could now be submitted to [] for his signature. He pointed out, however, that the proposal relating to phase two i.e. regarding the printing and distribution of the book in Europe was still too vague to be written in a contract. It was, therefore, agreed that at this time we should confine ourselves to specific negotiations and terms concerning phase one of the project and that subsequently we could write a new contract for phase two when the conditions relating to that phase were clarified. [] said that the estimated cost of type setting, photo offset proofs and lay out work were perhaps on the high side but that this was probably warranted in view of the time factor involved. He also stated that the fee of [] plus a bonus of [] a day for each 24 hours that the book was completed before July 31 was appropriate. He further indicated that as part of phase one we should instruct [] to investigate and designate a qualified and reputable publishing firm in Europe to print and distribute the book. [] felt that [] services in this regard should be included in the contract as part of his fee of []

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-2-

4. [] had made a previous appointment with [] at 1100 and telephoned him to ask if he could come to [] office for the final negotiations. [] agreed and arrived about ten minutes later to discuss the contract. Early in the conversation [] stated that he had checked with [] for whom he is a representative, and found that [] would be able to do the final printing and distribution of the book. The reporting officer told [] that he was under no authority even to have checked with [] as a printing possibility since we had never given him such authority. It was further emphasized that Headquarters still wanted the book printed and distributed by a reputable publishing firm in Europe and that this in fact was the reason why we had originally approached []. [] was somewhat taken aback by our insistence on this point and continued to argue that a [] book would only slightly lessen and might even increase the effectiveness of the book on a Soviet audience. [] replied that we continued to feel that the book would better serve our purpose if it were published in Europe and concluded by saying the the place of printing and imprint was our decision to make and would continue to be so.

5. [] discussed the specific terms of the contract regarding phase one with [] and the latter agreed to undertake the type setting, manufacture of photo offset proofs and lay out work as specified in the contract. [] indicated, however, that as he had mentioned the week before in his discussion with [] he wanted [] for his handling the the whole project (phases one and two), or [] for phase one. [] replied that this amount was entirely too high for the services he would be performing in phase one and that such an amount was unacceptable to his clients. [] stated that he normally handles such projects [] on a commercial basis wherein he acts as the "entrepreneur" taking over all of the commercial aspects of publishing such a book. He pointed out that he was not personally interested in handling the book as we had proposed, but that he was doing this as a "one-shot" deal. The undersigned replied that we had approached [] because we felt that he had the know how and contacts to publish the book along the lines that we had originally suggested and that for the present time Headquarters was not in a position to turn over the manuscript to Mr. [] as he suggested. It was stated that this did not exclude the possibility of selling [] the manuscript at some later time providing he agreed to certain conditions regarding the number of copies we would obtain at a special price etc. [] agreed to this and accepted our offer of a fee of [] plus a bonus of [] a day for every day before July 31 that the book was completed. He insisted, however, that he should be paid a fee of [] for his services in finding a reputable and qualified European publisher regardless of whether we used such a publisher.

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-3-

[] replied that this was entirely too much for his efforts in finding a reputable European publisher and that it should be part of [] fee. [] was adamant on this financial point and indicated that he was about to break off negotiations over it. With this the undersigned proposed that [] receive [] for his services in finding a qualified European publishing firm and [] finally accepted this figure. [] further agreed that the results of his investigation would be reported to [] for approval before he entered into negotiations for a contract with a European publishing firm.

6. [] discussed the remaining terms of the proposed contract and [] agreed to all of these (see attached contract). It was agreed that the undersigned should provide [] with a title page or "publisher's notes" for the book. There was a final understanding among all parties that if and when Headquarters decided where and how the book should be printed and distributed, that a new contract would be written between [] sometime before the completion of the offset proofs.

7. The meeting with [] was concluded at 1230. [] requested that the undersigned return to his office by 1800 to pick up the final contract for Headquarters' approval. Upon leaving [] office, [] asked [] if he were free to discuss some further details of the book at luncheon. During luncheon, [] elaborated upon the possibility of publishing the book by [] and mentioned the possibility of setting aside part of the proceeds from the sale of the book for Pasternak. [] replied that this could be discussed at a later time. [] also brought up the question of his going to [] to sign the final contract with the [] publisher if such were available. The case officer replied that this decision would have to be made at Headquarters in accordance with government regulations on such overseas trips. [] stated that he felt the book could be published in [] by a publisher friend of his, [] replied that this would probably not be an appropriate place to publish this book. The meeting was concluded at 1345. An appointment was made to see [] at 0900 on 26 June to provide the title page of the book.

8. [] returned to [] office at 1730. He deposited a check for [] in his name payable only to [] to partially cover the costs of type setting and manufacture of photo offset proofs. After looking over the final contract [] took it with him for approval of the necessary parties at Headquarters. The contract is scheduled to be signed the morning of 23 June 1958.

9. [] arrived in Washington, D.C. at 2030.

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