

**NEW
DIRECTIONS**
Publishing Corporation



80 Eighth Avenue
New York City 10011
AL 5-0230 Cable: Newbooks

PLEASE REPLY TO NORFOLK OFFICE
BOX 606
NORFOLK, CONN. 06058

June 17, 1980

Mrs. Elisabeth Borgese
Department of Political Science
Dalhousie University
Halifax, Nova Scotia,
Canada

Dearest Schwesterli:

Thank you for your letter of May 15th, but I am sorry that the last few days of your dear mother were so uncomfortable. It must have been very pénible for you. But, as you say, she had a wonderful life, and spread a special radiance around her.

I am so glad to hear that Nica has a nice boy friend. Is she still a Communist?

You seem to be engaged, as always, in a lot of very interesting projects. I look forward to seeing "Seafarm" very much, and thanks for your kind thought in asking them to send it to me.

I am enclosing a check which I hope will bring my subscription to the Ocean Institute up-to-date. I am sorry that I forgot about it in several years, but I am getting foggy in the head and just have to be reminded of things.

I do hope that we can have a nice skiing get-together next winter. But Christmas would not be a very good time for us as I imagine the children and grandchildren will come to us in Norfolk then. Perhaps later in the year. Actually, I have not been back to Alta for nearly three years. Just too much work, and so many speaking or reading engagements at colleges. I enjoy these outings, but they take up a lot of time and break into the normal routine of life. Which is probably very good for me.

Things have been rather difficult at New Directions lately because of the inflation. We have to charge too much now for most of the students to afford the books.

For the past six weeks I have been spending most of my time trying to help get things cleared out of my aunt's house across the road. We finally found some very nice people to buy it. The man is an interior architect in New York and extremely bright and cultivated. I think they will make nice neighbors, and it will be good to get the house off our backs, as it has been increasingly expensive to maintain it.

With much love, as ever,

James Laughlin

JL:bd
Enclosure

**NEW
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80 Eighth Avenue
New York City 10011
AL 5-0230 Cable: Newbooks

J. LAUGHLIN
BOX 606
NORFOLK, CONN. 06058
5.6.80

Dearest Scwesr*i* -

I was sad when I heard about your mother, such a glorious person, but I suppose I shouldn't be as she had a long and wonderful life, and I guess it is always better to go before one gets enfeebled. But I know how you will miss her, and your devotion to her was a beautiful thing.

I am becoming a prolific grandparent. Paul had a boy a month ago and Leile just today popped(?) another girl.

All spring I have been running around to colleges giving poetry readings and talks. I don't know what all this expenditure of energy amounts to, but at least it gets me out of burrow and I find out what the young people are thinking. Tomorrow I go out to Pittsburgh for an honorary doctorate from Duquesne University.

We will be here all summer till August, when we go to the ranch, so you better come down. We have finally sold the big house to some nice people, but the forest ceases not to grow on the trails.

Much love,

Broderly

**NEW
DIRECTIONS**
Publishing Corporation



80 Eighth Avenue
New York City 10011
AL 5-0230 Cable: Newbooks

January 23, 1979

PLEASE REPLY TO NORFOLK OFFICE
BOX 806
NORFOLK, CANA. B6N3B

Prof. E. M. Borgese
Department of Political Science
Dalhousie University
Halifax, Nova Scotia,
Canada

Dearest Schwesterli:

It was wonderful to get your letter from Zurich, and I am so glad that your dear mama is still going strong. And to have the news of the rest of the family.

I can't exactly figure out what you are doing in Nova Scotia, but if the Canadian government has taken you under its wing, and you are becoming an undersea farmer, and have a lovely house, it all sounds to the good. You will have to find some secret trout streams that are full of enormous fish, and maybe I will get up to see you there. The ones in Connecticut, which all come from hatcheries to begin with, seem to be getting more and more reluctant to eat.

We haven't been skiing yet, but maybe we will get out to Alta in February. From the reports I get every week from the lift manager, it sounds like it is a big year for snow. I just hope and pray that it doesn't start avalanching. A man got buried over in Park City last week, but came out alive, except for a few broken legs when he hit trees in the snowfall.

We had a nice Christmas in Norfolk with most of the family there, except for Robert who is now living in Los Angeles, trying to get into the technical side of the films, and Paul who was visiting his wife in Algeria, where she is doing a dissertation on the folkways of the natives. My little granddaughter is now three years old and absolutely adorable. She is on the move every minute and gets into everything. The big excitement for her was going out into the woods to cut the Christmas tree and then dragging it home.

Things have been a bit hectic at New Directions, because first of all Lippincott, our distributor, was swallowed in a merger by Harpers, and we found that Harpers was just too big for us, so we moved to Norton. They should be particularly good for our books as they have a lot of college salesmen who go around actually visiting the professors and showing them things.

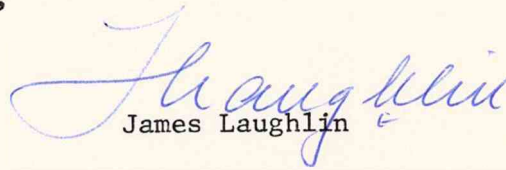
On top of that, the landlord of the horrible old building where we had been for thirty years, but we liked it, decided that he would convert it into apartments, so everyone has been evicted. Fortunately we found what is a much nicer place, although more expensive, of course, at the corner of Eighth Avenue and 14th Street. We are on the 19th floor and have a wonderful view of the river. So there has been a good deal of confusion, but the staff have been absolutely marvelous in the way they pitched in and did all the moving, and things seem gradually to be getting straightened out again.

1/23/79

Not long ago, I got a sort of diploma from the P.E.N. for being a good boy in publishing, and although I don't think I deserved it, they should have given it to dear old Alfred, it was rather fun as a lot of old friends whom I hadn't seen for years turned up.

I wonder when you will ever get back to Norfolk. The woods are in terrible shape and need you badly. It's just impossible to keep up with them, they are so prolific in their growth. All that section of the road to the lake which we did together when you were there is now grown up again and needs your attention. Of course the main trouble is that I spend so much time on the golf course in summer and fall, and on the paddle tennis court in winter. That is a really marvelous game and you will have to try it.

With much love to all, as ever,


James Laughlin

JL:bd

**NEW
DIRECTIONS**
Publishing Corporation



333 Sixth Avenue
New York City 10014
AL 5-0230 Cable: Newbooks

August 24, 1978

PLEASE REPLY TO NORFOLK OFFICE
BOX 606
NORFOLK, CALIF. 92058

Mrs. E. M. Borgese
Box 4716
Santa Barbara, California 93103

Dearest Schwesterli:

It was so good to have your letter of August 12th, and learn what you have been doing. I had been wondering in what part of the world you were wandering.

That's really great that your dear Mama is in such a fine form at 95!

But I am distressed to think that we may miss your New York visit, because that is just the time when we will be coming out to the ranch in Wyoming. Sometime you must stop off there, it is so beautiful. But surely you will be in New York again later in the fall and we can have a get-together.

I am glad that they are trying to keep the Center going, if it is only a memorial to Bob. But, of course, it won't be the same without him.

I am sorry that I forgot to send in my contribution for the ocean work last year, so now I am sending a check to cover two years.

Did my little book of poems reach you? I am afraid I sent it to the old box number at the Center. Perhaps you could ask them over there if it has turned up. I do want you to have it.

It has been a miserably hot and humid summer in Connecticut, but we will have a good chance to cool off in Wyoming.

With much love, as ever,

James Laughlin

JL:bd
Enclosure

\$200



Offices: IPS Building, Independence Avenue.

Cables & Telegrams: "TISCO"
Dar es Salaam.

P. O. Box 2650,
DAR ES SALAAM,
TANZANIA.

Tel: 31421
31422
31423

Your Ref.

Our Ref.

1979-12-13

Ms Elisabeth M. Borgese
Department of Political Science
Dalhousie University
Halifax NS B3H 4H6
CANADA

Dear Ms. Borgese,

It was with great interest that I read your fine article

"MARINE RESOURCES, OCEAN MANAGEMENT AND THE NEW INTERNATIONAL
DEVELOPMENT STRATEGY"

in IFDA Dossier 13, November 1979. (Building Blocks)

This field constitutes greatest scope for innovation and development, and I look forward to the situation when the Less Innovative World will play leading role in this area of human endeavour. It is not only a resource for development as highlighted by you but also would form a new frontier for international co-operation (or conflict) depending upon sharing of new ideas this field.

I am looking forward to sharing ideas in this field and would be glad to receive any technical material which you think will be useful to me in this interesting field.

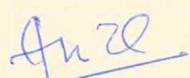
I hope you have had the chance of looking up a very interesting article (from chemicals point of view) on the subject

"Organic Chemicals from the Sea" by V.J. Chapman published in CHEMTECH August 1979 (American Chemical Society Journal).

I think we are at the brink of a break through and only concentrated effort will bring us to the stage when seas full potential is utilised.

The above article indicates we can get drugs, vitamins, antibiotics, fertilisers, energy from the sea.

Yours faithfully,
TANZANIA INDUSTRIAL STUDIES &
CONSULTING ORGANIZATION


A. K. LAL
Senior Consultant
for Director General

SYRACUSE UNIVERSITY
THE MAXWELL SCHOOL OF CITIZENSHIP AND PUBLIC AFFAIRS

OFFICE OF THE DEAN | 217 MAXWELL HALL | SYRACUSE, NEW YORK 13210
315/423-2252

January 22, 1979

Ms. Elizabeth Mann Borgese
Center for the Study of Democratic Institutions
2056 Eucalyptus Hill Road
Santa Barbara, California 93108

Dear Ms. Borgese:

I am currently preparing a paper which will outline basic institutional models of international cooperation in research and was very excited by your interview which appeared in the most recent issue of "World Issues." My paper is scheduled for presentation at a joint US/European seminar to be held in Italy during October, 1979. As currently planned, this seminar will be sponsored by Syracuse University and the University of Florence. It is my intention to present an overview of major institutional arrangements for the conduct of cooperative international research and to identify the position and role(s) of the university community in such research endeavors. Of course, I am also hopeful that recommendations which will enhance this cooperation might arise from my work.

To date, I have found a dearth of published material with any direct relationship to my subject. Your interview has rekindled my sagging spirits as I feel sure we are on the same "wave length" so to speak.

You mentioned that the almost inevitable conclusion of the planned UN Conference on science and technology for development will be that the "present institutional infrastructure for scientific and technological cooperation is totally deficient." Would you be able to provide me the name of an individual who would be knowledgeable and willing to assist me with some advance information from the proposed proceedings of that conference? Also, any bibliographical information you could provide would be greatly appreciated.

More generally, I am interested in developing a dissertation topic relating to the management of international resources. Very much in accord with you, I include intellectual and technological resources under the general rubric of the common heritage of mankind. This topic is in a very embryonic phase but I hope to have it fully developed within eight to ten months. (I am pursuing the Ph.D. in Public Administration.)

I realize that your schedule is very crowded. However, I will be extremely grateful for any guidance or assistance you may find time to provide.

Sincerely,

Raynell Lammi

(Ms.) Raynell Lammi



HARRY N. ABRAMS, BV
TIMES MIRROR

Publishers of Fine Art Books

Mrs. Elisabeth Mann Borgese
Dalhouse University
HALIFAX // Canada

P.O. Box 34 - 2110 AA Aerdenhout (Holland)
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Cables: Abrambook Amsterdam
Telex: 41269

Chamber of Commerce Haarlem Reg. Nr. 34104
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Account: 240601289
Post Transfer Account: 561382

January 28, 1980
FHL:edh

Dear Medi,

The DRAMA OF THE OCEANS will be published in the U.S.S.R.
and you will even get about \$2000.- from them, some time
late this year - if there is no war between the USA and the
Soviet Union.

I will arrive in New York on March 1st and am looking forward
to seeing you there. As far as the apartment is concerned, you
certainly are most welcome for a while. There is a likelihood
that Tommy will come some time in March and he would have to
stay with me. However, you can count on me for the beginning
of your stay and we certainly will find a solution for later.

All the best,

yours,



HARRY N. ABRAMS, BV
TIMES MIRROR

Publishers of Fine Art Books

Mrs. Elisabeth Mann Borgese,
Dept. of Political Science,
Dalhousie University,
HALIFAX, N.S.
Canada.

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Phone: Haarlem 249031
Cables: Abram book Amsterdam
Telex: 41269*

*Chamber of Commerce Haarlem Reg. Nr. 34104
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Post Transfer Account: 561382*

May 28, 1979.

Dear Madi

I am very happy that our stay in New York will coincide. Although I haven't made my reservation yet, I will certainly arrive at the latest on July 15th and will stay until the end of the month. In spite of the fact that Andreas and his family will be in the U.S.A. at the same time, I will stay at the apartment, since they will be in and out, but I am afraid that I can't invite you, which is, of course, a great pity.

What happened with Harry, what with the New Yorker? Enclosed copy of a letter which I received from Mondadori. Milan had asked you and me for SEAFARM and I am angry that I got this stupid reply from their New York office. Unfortunately, also Macmillan's Natural Science Club which had taken the DRAMA OF THE OCEANS has turned SEAFARM down. The fact that Michael George has been fired last month, after all, doesn't make up for it.

Thanks for the cheque. It occurred to me that in future you should not pay me in dollars if you have to change from Swiss francs. We are both better off if you send the equivalent to my account at the Graubünder Kantonalbank, where I am always short of money. (Graubünder Kantonalbank, CH 7078 LENZERHEIDE, Switzerland, Rek. nr. Spar-conto 0.468613.6 D.22725). As a matter of fact, I just had to send a dollar cheque to this account. Why should you and I make the banks even richer than they are by unnecessary foreign exchange transactions.

*Love
Friedrich*

FHL/mk
encl.



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April 27, 1979

Dear Medi,

Amazingly enough your letter of April 25th arrived today. I am very curious how your visit with Harry will develop. In deep confidence (please do not refer to it) I am sending you copy of a letter from Harry to Margaret, which I also received in this morning's mail. As I told you, Andy - I think rightly - does not want the book offered by Harry without any commitment from his side. Harry - when he called me the other day - even seemed to find this reply understandable.

Thanks for sending me \$3000. You do not mention where your bank is sending the money, but it certainly will be welcome whenever and wherever it arrives. Mrs. Ann Salinger has my power of attorney, so that the check will be deposited in my absence.

Let me know how things develop. I will write to you to Halifax after my return.

With all my best wishes,

yours,


F.H. Landshoff

encl.

*Verdank!
Das ist mein lieber Tag*

LANDSHEFF

December 1, 1978

ELISABETH BORGESE

PAID

9/19/75 (Japan Air Lines)	\$ 10,000
10/27/75 (Japan Air lines)	10,000
9/9/76	2,000
8/9/76	4,900
1/5/77	3,000
3/7/77	5,000
6/14/77	2,500
8/30/77	1,000
11/29/77	6,000
7/25/78	5,000
9/12/78	5,000
	<u>5,000</u>
	\$ 54,400

RECEIVED

12/77	\$ 2,000
9/13/77	2,500
8/30/77	1,000
3/77	17,000
1/6/78	2,000
2/16/78	2,000
paid in Italy plus/minus £ 4,000,000	5,000
	<u>31,500</u>

\$ 54,400

31,500

Elisabeth Borgeese owes

\$ 22,900

Sept. 12, 1977

check 7855 \$3,500



HARRY N. ABRAMS, BV
TIMES MIRROR

Publishers of Fine Art Books

Mrs. Elisabeth Borgese Mann,
Dept. of Political Science,
Dalhousie University,
Halifax, N.S.,
CANADA.

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Post Transfer Account: 561382*

February 7, 1979.

Dear Medi,

Needless to say your letter of January 31st annoyed me no end, which doesn't mean that you are wrong. I am frustrated like hell, anyway. You don't even have the courtesy to mention that the title question has been solved exactly according to your wishes.

Last week I sent the Diary contract to Mrs. Wohlfarth and am meeting her tomorrow to straighten out whatever still has to be straightened out. I also have an appointment with Dr. Sieger in connection with the complicated copyright question. I am enclosing copy of my letter to Mrs. Wohlfarth, as well as copy of the contract.

The grotesque delay in this contract, for which I am sure everybody will blame me, is due to the fact that, according to Sieger, not one word can be published in the English language which hasn't been published in the German language first. Having talked to Peter de Mendellsohn, I don't see any realistic date for the publication of the last volumes of the Diaries in the German language which would mean that ^{la}one volume edition, which always from the very first beginning of the negotiations with Michael, was planned, would not be possible in the foreseeable future. I therefore have to convince H.N.A. (and every American house including the Book of the Month Club was indeed in favour of ^{or}one volume edition) to publish in two volumes. Just today I hear that Kesten is ready and when I come to New York on February 25th I will be able to give the Winston's the manuscript for translation, at the latest one month after my arrival, since I want to read Kesten's selection and want to force you to do so.

Since I saw you last I became old, very disagreeable and very difficult. You certainly can look forward to seeing me.

All best wishes,

Yours,
HARRY N. ABRAMS, B.V.

F.H.Landshoff.

FHL/mk

Encls.

S. Fischer Verlag GbH.
Frau Cornelia Wohlfarth
Geleitsstrasse 25
D6000 FRANKFURT/Main 70
E. R. D.

February 1, 1979
FHL:edh

Dear Mrs. Wohlfarth,

THOMAS MANN TAGEBÜCHER.

As agreed on the phone, I am finally sending you herewith another draft of our contract. My original intention to send it without comment turns out to be not practical. Let me just make a few remarks :

This draft is based on the one which you sent me (I hardly dare to quote the date) on July 7, 1977. Apart from a few very minor changes in words, which partly became desirable because of the development since that date (for instance: we did engage the services of Richard and Clara Winston as translators - a fact which I included in the draft) there are some other proposed changes, - For instance: the introduction of a special royalty rate in case of a pre-publication price, etc.etc. Needless to say that we will have to discuss anyway this draft paragraph by paragraph and come to a friendly agreement about everything.

As you will see, my draft closes with what used to be your paragraph 15, which ended on your page 5. I am attaching page 7, for which I did not even make a draft, since I do not know which consequences Dr. Sieger's error about the Swiss citizenship may have on the second alinea of what is now par.16. What is par.16 and 17 in your draft is of course okay.

According to my opinion this alinea which I left out, or another paragraph should be added to define clearly when we can publish what without endangering the authors copyright. For your information : assuming that we really would violate the copyright by publishing anything in the English language which you have not published in the German language. first, our present intention is to publish not only 1 volume. Knowing Peter de Mendelsohn's schedule and allowing the usual delays in every author's schedule, we would not be able to publish the one volume edition before a very remote date in the 1980s. We therefore want to publish 1 volume with the greatest speed.

The Winstons did not make any commitments, since I made our agreement with them late last summer, and only a few weeks ago, when I talked to Richard Winston I told him that he could start with the translation at the beginning of April.

Hermann Kesten is practically ready with the selection from the two volumes published by you and far advanced with his work on 1918-'21. A serious problem is that we would definitely like the first volume to include 1918-'21 and 1933 until the war. We would prefer the first volume to cover the time until America's entry into the war, but we could also consider making the break with the beginning of the war in 1939.

Kesten could easily finish his work on time. I am just worried when you will come out with the years 1937-'39. Since the Winstons are not only excellent but also rather quick translators, we could easily come out with the first volume in the fall of 1980 and that is what we really should do.

Our discussion on Thursday February 8th hopefully will clarify these last questions. I also have an appointment with Dr. Sieger on February 10th, in which he could formulate whatever we agreed upon on Thursday.

In case you still have any questions before we meet, you can reach me at the office in Bentveld practically any time until Wednesday afternoon. On Thursday I will take the 10.55 Lufthansa flight to Frankfurt and take immediately the Steigenberger Hof bus to the Hotel. Since I do not want you to wait for me, please check the arrival time and - to be sure not to wait - count on about 45 minutes between arrival time and my being at the hotel lobby.

Looking forward to seeing you, with best regards,

Cordially yours,

F.H.Landshoff

P.S.
Please take the spring list of Fischer & Krüger with you. I will do the same with our spring list.

LANDSHOFF

December 1, 1978

Mrs. Elisabeth Borgese
The Center for the Study of
Democratic Institutions
Box 4068
Santa Barbara, California 93103

Dear Elisabeth:

Fritz has asked me to send to you a statement of payments which he made to you and the Institute as well as your re-payments to him which I am enclosing herewith.

There is a strong possibility that I am not fully aware of all re-payments made by you and I would therefore appreciate if you would let me have your own figures as soon as you have an opportunity. Since you are travelling so much these days, I am sending this letter to Santa Barbara, in the hope that it will reach you in the not too distant future.

With my best regards and many good wishes.

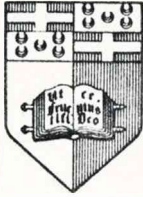
Sincerely yours,



Ann E. Salinger

enc.

International Ocean Institute



Old University
Msida - Malta

(TEL. 36450)



Pacem in Maribus

November 6, 1979.

Allerliebster Friedrich:

Mr. Shawn hat wahrhaftig 20,000 dollars geschickt. Nun möchte ich Dir hiermit weitere \$5,000 von meiner Schuld abzahlen, was nur noch sieben übrig lässt (bitte lass Ann Salinger nachrechnen) die kommen, wie schon vorher geplant, im Frühjahr. Und dann kommt noch im Herbst ein Sümmchen für interests.o.k.?

Andererseits lege ich ein ebensogrosses Checklein fuß Harry Abram Co.: das sind Eure 25 percent.

Du hast ja selbst die ganze Geschichte Herrn van der Weyden erzählt, und dieser nun, auf Deinen Bericht hin, war der Meinung, keinen Pfennig sollte ich der Firma geben. Ich tue es ja aber gern: GERN. Auch in Abetracht dessen, dass Andy so nett war mit Elzevier, obwohl er doch gar nicht wollte. Aber als Gegengabe solltet Ihr, bitte, bitte, darauf verzichten, dass alles zurückbehalten wird bis der Vorschuss abbezahlt ist. Erstens wäre das für mich tragisch, zweitens wäre es auch ungerecht, weil die Firma doch nichts in der Sache getan hat ausser sie um ein Haar zu ruinieren.... Es ist halt eben doch ein ganz einmaliger Sonderfall, und sollte als solcher behandelt werden. Please confirm.

Ansonsten nichts neues. Ich war mit garstiger Grippe danieder, jetzt geht es aber schon wieder besser. Am Freitag muss ich leiderleider nach Lisabon und Bonn: Mir graut vor der Touristenklasse. Es ist Zeit, dass ich wieder einmal ohnmächtig werde.

Love all around,

P.S. Die checks können überhaupt gar nicht bouncen: es sind cashier checks!

P.P.S. Hast Du van der Heyden die proofs von Seefarm geschickt?

P.P.P.S. Thanks for taking care of the correction!

DEPARTMENT OF POLITICAL SCIENCE

DALHOUSIE UNIVERSITY

HALIFAX, N.S. CANADA

B3H 4H6

CENTRE FOR FOREIGN POLICY STUDIES

March 8, 1980.

Miss Ann Leary
1521 5th Street S.W.
Rochester, Minn. 55 901.

Dear Miss Leary:

This is a belated reply to your letter of February 4.
I have been away from my office constantly.

As far as I know Pacem in Maribus does not exist in a paperback edition. I suppose you are referring to the anthology, with an introduction of mine, published in 1972 by Dodd, Mead and Co., under that title? You would have to order a copy from them directly. Incidentally, there has been a second volume, Tides of Change, in 1974 or 1975; but I forgot the name of the publisher. What you should really get is the Ocean Yearbook, Vol. I, published by the University of Chicago Press for the International Ocean Institute.

As for the Mediterranean, we have two publications which you could obtain from the International Ocean Institute, Old University, Msida, Malta.

But it all takes time!

With all good wishes for your work,

Yours sincerely,



Elisabeth Mann Borgese
Professor

M E M O R A N D U M O F A G R E E M E N T

made this

by and between

HARRY N. ABRAMS, INCORPORATED, whose principal place of business is 110 East 59th Street, New York, N.Y. 10022 (hereinafter referred to as the PUBLISHER) and

S. FISCHER VERLAG GMBH, Geleitsstr. 25, D-6000 Frankfurt am Main-70, (hereinafter referred to as the AUTHOR).

WHEREAS the PUBLISHER is desirous of publishing in volume form a translation in the English language of the Work by

Thomas Mann

entitled: TAGEBÜCHER.

NOW, THEREFORE, in consideration of the terms, conditions and payments set forth in this agreement,

it is mutually agreed as follows:

1. THE AUTHOR hereby conveys to the PUBLISHER for the term of the copyright and all extensions thereof the English language world rights set forth in section 7 of this agreement.
- 2 (a) THE AUTHOR agrees to make available to the PUBLISHER a clean corrected typescript of the original diaries of Thomas Mann (hereinafter referred to as the DIARIES), consisting of approximately six thousand (6,000) pages, a portion of which, together with scholarly or literary analyses and comment, PUBLISHER intends to publish in the English language in one or more volumes; such publications are hereinafter collectively referred to as the WORKS. No typescript of any part of the manuscript is required which has been published already in book form by AUTHOR and received in 3 copies by PUBLISHER;

b) THE PUBLISHER shall determine in its sole discretion whether to publish only one volume or more volumes, with the possibility to do more at any time.

c) THE PUBLISHER shall have the right to the commentaries (scholarly, literary, or historical introductions, analyses, annotations, and comments) included in the German language edition of the WORKS. The PUBLISHER may add more such commentaries by authors engaged by the PUBLISHER, the selection of the authors being subject to the approval of the AUTHOR which shall not be unreasonably withheld or delayed.

d) THE AUTHOR will fully cooperate with the PUBLISHER in assembling for inclusion in the WORKS appropriate pictorial material.

(e) THE PUBLISHER has at its expense engaged the services of Richard and Clara Winston as translators who shall act under the PUBLISHER's direction, to translate into the English language those portions of the DIARIES determined by the PUBLISHER from which the PUBLISHER shall select textual material suitable for inclusion in its edition of the WORKS.

The PUBLISHER shall have the exclusive right to translate the DIARIES into the English language.

3. THE AUTHOR represents that the AUTHOR will retain copies of all textual materials submitted by the AUTHOR to the PUBLISHER and that the PUBLISHER shall not be liable for any loss resulting to the AUTHOR from the destruction or loss of such material. If, however, any such material, or portion thereof, shall be lost or destroyed while in the possession of the PUBLISHER, the PUBLISHER shall notify the AUTHOR of the effect and the AUTHOR shall thereupon either deliver to the PUBLISHER the duplicate copy thereof that had been retained by the AUTHOR or cause a new copy be made and delivered to the PUBLISHER, in which event the reasonable cost of preparing or making the new copy shall be borne by the PUBLISHER.
4. THE AUTHOR, jointly and severally, represents and warrants that the AUTHOR is the sole proprietor of the DIARIES, that the AUTHOR has the full right and authority to enter into this Agreement, that the DIARIES are authentic, no part of it has been published in the English language and that any textual material delivered by the AUTHOR hereunder will be new, original, and not in the public domain.
5. THE PUBLISHER shall promptly secure in the name of the AUTHOR whatever copyright protection may be available in the respective territory with respect to the WORKS and said translation.

The German title of the said WORKS, the copyright notice of the German original and the name of the Publisher of the German edition shall appear beneath the title or on the back of the title page of every copy printed in the English language.

6. THE PUBLISHER shall have the following rights, and the AUTHOR's royalties and shares of proceeds from book sales and other dispositions of these rights shall be as follows;

a) The sole and exclusive right of publication in book form in the English language:

Ten percent (10%) of the net pre-publication price (billed to the book trade). THE PUBLISHER may establish a pre-publication price of not more than 25% below catalog price which will expire at the latest on June 30th of the year of publication if the book is released in the Spring, or on December 31st if the book is released in the Fall of the same year. On the first statement the copies sold at pre-publication price will be accounted for separately.

ten per cent (10%) of the retail price (published price) thereof on the first 7500 copies sold after the copies sold at pre-publication price.

twelve and a half per cent (12.5%) on the next 7500 copies sold, fifteen per cent (15%) on all copies sold in excess of 15.000 for the PUBLISHER's Hardcover edition.

b) The exclusive right to issue a cheap edition at a retail price not more than two thirds (2/3) of the original retail price:

seven per cent (7%) of the retail price of each copy sold.

c) The exclusive right to issue a paperback edition:

five per cent (5%) of the retail price of each copy sold.

d) The right to sell, assign, and grant licences with respect to the rights set forth in subsections a) to c) above, to the extent to which these rights are granted to the PUBLISHER himself; in all such cases the PUBLISHER shall pay to the AUTHOR two thirds (2/3) of the proceeds from any such disposition of any of these rights.

e) The exclusive right to grant licences to book clubs:

fifty per cent (50%) of the royalty paid by book clubs.

f) The right, to the extent that the PUBLISHER may grant any rights to third parties under subsections d) and e), above, also to sell to the third party or parties bound copies or unbound sheets of the WORKS, in which cases the PUBLISHER shall pay to the AUTHOR 50% of the royalty paid by the third party.

g) The exclusive right of publication of the WORKS in excerpts or digests in a magazine or newspaper, in anthologies or other volumes or by public readings:

fifty per cent (50%) of the proceeds.

h) The exclusive right of publication of the WORKS, substantially complete or condenses, in more than one issue of a magazine or newspaper (serialization):

sixty per cent (60%) of the proceeds from any pre-publication serialization,

forty per cent (40%) of the proceeds from any post-publication serialization.

i) The exclusive right to make or cause to be made a mechanical reproduction, except of television and film, of the WORKS in the English language:

fifty per cent (50%) of the proceeds, if the PUBLISHER sells to third parties;

twelve per cent (12%) of the retail price of each copy sold, in case of licensing to and/or production by an affiliated subsidiary company of the PUBLISHER.

j) THE PUBLISHER is furthermore authorized to submit suggestions with respect to film or television rights to the AUTHOR. If the AUTHOR agrees to such a suggestion, the PUBLISHER will be granted the exclusive right to negotiate about these rights for a period of six months. Any offer resulting from such negotiations has to be submitted to the AUTHOR for decision. In case of a contract the proceeds from film or television rights will be shared as follows:

ten per cent (10%) for the PUBLISHER,
ninety per cent (90%) for the AUTHOR.

Whenever used in this Agreement the word "proceeds" shall mean net receipts.

THE PUBLISHER shall not be entitled to make any deductions not expressly provided for in this Agreement.

THE PUBLISHER agrees promptly to advise the AUTHOR of the terms of any contracts entered into for any grant or licence permitted under this agreement whenever the AUTHOR's royalty or share of proceeds is \$ 1.000,- (one thousand Dollar) or more. Copies of all contracts and statements shall be sent by the PUBLISHER to the AUTHOR.

7. When in its judgement it shall be necessary or advisable the PUBLISHER is authorized to sell copies of the original book edition (section 7, sub-sections a) and b)) at a discount of fifty per cent (50%) or more. The royalty to be paid to the AUTHOR for copies so sold at discounts of fifty per cent (50%) or more, shall be two thirds (2/3) of the regular rate of royalty.

On any Overstock which the PUBLISHER deems expedient to sell at a discount of seventy per cent (70%) or more the royalty to be paid to the AUTHOR shall be ten per cent (10%) of the PUBLISHER's charges for each copy; provided that if such sale is made at or below cost of manufacture, no royalty shall be paid.

If the purchases is a firm owned or affiliated in any way with the PUBLISHER, the AUTHOR will be paid ten per cent (10%) of the price at which copies are resold by the purchaser. If the PUBLISHER determines to remainder his entire stock, he shall give the AUTHOR reasonable notice in advance thereof. No sale of overstock may take place before the expiration of two (2) years from the first publication of the WORKS in book form.

No royalties shall be payable on free copies furnished to the AUTHOR, on copies used for promotional purposes and on copies destroyed not by design. The number of copies is limited to ten per cent (10%) till 7.500 copies sold, and five per cent (5%) thereafter.

8. THE PUBLISHER shall pay to the AUTHOR in advance and on account of any sums which may become due to the AUTHOR under the terms of this Agreement the sum of

\$ 75.000,-- (seventyfive-thousand Dollars), of which \$ 12.000,-- (twelvethousand Dollars) will be paid to Herman Kesten for his editorial works.

The balance of \$ 63.000,-- (sixtythreethousand Dollars) will be paid in three instalments:

\$ 25.000,-- (twentyfivethousand Dollars) upon signature of this contract,

the balance of \$ 38.000,-- (thirtyeightthousand Dollars) will be paid half upon delivery of the entire manuscript including commentaries, with the written permission of the AUTHOR to publish it in the English language, one half upon publication of this manuscript or any part of it but not later than 18 months after the delivery of said manuscript.

9. THE PUBLISHER agrees to render semi-annual statements in duplicate on March 31, and September 30, in each year following the publication hereof, showing an account of sales and all other payments due hereunder to December 31, and June 30, preceding said respective accounting dates. Payments then due shall accompany such statements, provided that when the balance to the credit of the AUTHOR at the time any semi-annual statement is prepared shall be less than \$ 20,- (twenty Dollar) no payment shall be made and the amount due shall be carried forward; the PUBLISHER shall give short notification to the AUTHOR whenever this situation applies.

All royalties or other sums accruing to the AUTHOR in accordance with the provisions of section 7, sub-sections d) to i), shall be reported as of the semi-annual periods in which the PUBLISHER receives them.

THE PUBLISHER may set up a reserve which in its opinion will allow for returns during the two royalty accounting periods following first publication of the WORKS. This reserve shall not exceed ten per cent (10%) of earnings due to the AUTHOR in the respective royalty periods.

THE AUTHOR shall have the right upon written request to examine the books of account of the PUBLISHER insofar as they relate to the WORKS; such examination shall be at the cost of the AUTHOR unless errors of accounting amounting to five per cent (5%) or more of the total sum paid to the AUTHOR shall be found to his disadvantage, in which case the cost shall be borne by the PUBLISHER;

10. All rights in the WORKS now existing, or which may hereafter come into existence, not specifically herein granted, are reserved to the AUTHOR.
11. THE PUBLISHER agrees to present to the AUTHOR twenty (20) free copies of his first edition of each volume, three (3) free copies of each subsequent edition, and ten (10) free copies of any cheap edition published, and the AUTHOR shall be permitted to purchase further copies for his own personal use at a discount of fifty per cent (50%) from the retail price.
12. THE AUTHOR shall be at liberty to consider this Agreement cancelled without further notice and to resume possession of the rights granted to the PUBLISHER herein without prejudice to any monies already paid or then due, in the event of any of the following conditions arising:
 - a) If the PUBLISHER fails to issue the said WORKS in the English language within the term of 36 (thirty-six) months after publication of the entire work by the AUTHOR.
 - b) if the translation of the said WORKS goes out of print or off the market and the PUBLISHER does not within thirty days after receipt of a written notice from the AUTHOR agree to publish a new edition of the WORKS within 12 (twelve) months, or
 - c) if the PUBLISHER remanders his edition of the WORKS in whole or in part, or
 - d) if the PUBLISHER does not live up to any of the terms of this Agreement and fails to do so within four weeks from having received written notice from the AUTHOR, or

- e) if the PUBLISHER does not sell and account for more than 400 copies during two consecutive years and pays or credits (in case there is still an unearned balance of the advance) a corresponding royalty, or
 - f) if the PUBLISHER becomes insolvent or bankrupt or otherwise unable to meet his obligations.
13. THE PUBLISHER shall be at liberty to consider this Agreement cancelled without further notice and to ask for reimbursement of all monies paid in advance and not earned by the publication of a possible first volume if the AUTHOR fails to deliver the balance of the manuscript with the necessary permissions by December 31st, 1981.
 14. No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other which shall not be unreasonably withheld.
 15. Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing the same to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.
 16. THE AUTHOR declares that THOMAS MANN was a subject of the U.S.A. and that, in order to properly protect the copyright of the AUTHOR, only such part of the manuscript can be published in the English language which has already been published in the German language.

The state of Switzerland and the state of the Federal Republic of Germany are members of the Berne Convention for the Protection of Literary and Artistic Property and of the Universal Copyright Convention. The original WORKS were in no way published before the 16th September, 1955; to the best of the knowledge of the parties the original WORKS enjoy protection under the Universal Copyright Convention. The AUTHOR declares that the WORKS will be copyrighted, with all necessary renewals and extensions, in the United States of America in the name of .

S. FISCHER VERLAG GMBH, Frankfurt am Main.

- 16. This Agreement shall be binding upon and inure to the benefit of the personal representatives and successors of the AUTHOR and the successors of the PUBLISHER.
- 17. Any controversy or claim arising out of, or relating to this Agreement or the breach thereof, shall be settled by arbitration in New York City, in accordance with the rules then obtaining of the American Arbitration Association, and judgement upon the award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF the parties hereto duly executed this Agreement the day and year first above written.

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S. FISCHER VERLAG GMBH

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