

ROYALTY STATEMENT

George Braziller, Inc.

ONE PARK AVENUE, NEW YORK, N.Y. 10016

AUTHOR
AGENT
ADDRESS

Mr. John Schaffner
312 East 53rd Street
New York, NY 10019

PERIOD ENDED Mar 31, 1977
DATE PAYABLE
DATE PUBLISHED April 24, 1963
RETAIL PRICE \$ 5.00

TITLE: #201 ASCENT OF WOMAN
by Elizabeth Mann Borgese

ROYALTIES FOR THIS PERIOD

	RATE %	COPIES SOLD NET	ROYALTY	
			PER COPY	AMOUNT
1 SALES AT ROYALTY RATE OF -	.10	2	.50	1.00
2 " " " " " -				
3 " " " " " -				
4 " " " " " -				
5 " " " " " -				
6 MAIL ORDER SALES AT ROYALTY OF -				
7 FOREIGN " " " " % RECEIPTS				
8 SPECIAL " " " " % RECEIPTS				
9				
10 TOTAL SALES THIS PERIOD (LINES 1 TO 9)	*****	2	*****	1.00
11 COPIES PREVIOUSLY REPORTED	*****	2202	*****	*****
12 TOTAL TO ABOVE DATE (LINE 10 + 11)	*****	2204	*****	*****

OTHER EARNINGS

	DESCRIPTION	AMOUNT
13	BOOK CLUB	
14	REPRINT	
15		
16		
17	PERMISSIONS	
18	OTHER	
19	CREDIT BALANCE DUE FROM PRECEDING PERIOD	
20	TOTAL OTHER EARNINGS (LINES 13 TO 19)	

DEDUCTIONS

	DESCRIPTION	AMOUNT
21	ADVANCES	
22	PURCHASES OF BOOKS	
23	AUTHOR'S ALTERATIONS	
24	PERMISSIONS	
25	OTHER	
26	DEBIT BALANCE FROM PRIOR STATEMENT	907.59
27	TOTAL DEDUCTIONS (LINES 21 TO 26)	907.59

28	BALANCE DUE AUTHOR (LINES 10 AND 20 MINUS 27) - check enclosed	
29	BALANCE UNEARNED (TO BE DEDUCTED FROM NEXT STATEMENT - LINES 27 MINUS 10 AND 20)	906.59



CABLE: SHAFFLIT

(212) MURRAY HILL 8-
4763
4764

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

April 12, 1976

Dear Elisabeth:

For many reasons, mainly personal, this has been a hectic period for me and I haven't had a chance to be in touch with you directly, although Fritz Landshoff told me where you are staying. Of course, I know how busy you must be with the Conference going on and I'm sure you have little time for literary gossip. However, I did want to congratulate you on the marvelous review in Thursday's "New York Times." I think that should help a great deal in letting the public know about your beautiful book. And what a lovely volume it is in every way. As I wrote to Mr. Landshoff, I feel very proud just having a very tiny connection with it.

If you have a chance, do give me a call. Otherwise, maybe I shall have to come to California and call on you!

With very best wishes and all my love.

*Chloe
Schaffner
Murray*

Yours,

Mrs. Elisabeth Mann Borgese
Surrey Hotel

JS/vc

January 9, 1976

Mr. John Schaffner
425 East 51st Street
New York, N.Y. 10022

Dear John:

All my fervent wishes for a good New Year for you and the whole family. I surely hope your eyes are getting better and not causing you too much trouble.

I will be in Europe when you receive this or on my way back. When I am in New York I shall call you.

In the meantime, here is a piece my sister Monika wrote in German and had translated. I don't know how interesting you will find it and whether you think it has any market in this country. I would be grateful for your advice or, if you can, just go ahead and sell it!

Love,

Elisabeth Mann Borgese

Encl.

M. 13. Mai 1984

Liebste Medli: 1000 Dank für deine
Muster - She für das 21-jahrhundert-
Vorwörter! Ich weiß du darfst am
verlangtesten Wochenende 11.-13. Oktober
1984 in der Nähe von Paris erleben.

Ich brauche mir Ankermuster Paris mit-
unter, Abtransport in das neue Bild
des Jahres erfolgt durch unsere Augen.
Aber du weißst dabei sein, weißst, weißst.
Aufßerdem freut sich dein Mutter über
die weitere Stipendie in Buenos Aires
o die fernstudien - o Waller Baynes.

Ad Haus Caracas: Wegen verbindlichen Sit-
zungen hier kann ich keinesfalls vor 3.
Juli - Caracas ankommen, sorry,
aber ich bin halt Lebenslang. Also
keine Teilnahme an mir am Seminar.
Aber wo mein verlobte Haupt betten?
Kann man diese Kerle nicht telefo-

wird werden? kann man keine
Behauptung = Caracas zu ihnen
hinsetzen? den KGB, CIA - Kampf
ja nicht gerade die absolut wirkungs-
lose deutsche Arbeit sein? fällt mir noch
mal bei unser-vagen-Behauptung
einer Kontext unter anderem?

Ad 3: K Kain - Ver-Haftung: können
letzte Briefentwurfen hätte, daß ich
jenseitig aus- to - date hätte über OIM
o unsere forthcoming Caracas aktivität,
um Fd. Nr. Blatsch o mich entspre-
chend in Szene zu setzen. K Kain hat
unser Studium bereits bei der angelehnt,
wobei, nichts im Ausland. Keller-Roman,
empfehlte es nicht. Wenn wir das
feld bekommen, hilft das, in diricht
ja auch OIM, weil wir dann auch
zu Muti, die Hertz-Belkennung, das
ford befragen können. Nr. Fritsch
ein guter Mann sein.

Ne bis ist der Pfingsten (11.-3. Juni) und Pygmalion in der Nacht vom 13. bis
zum nächsten Morgen in Fort mit, wenn wir uns irgendwo dort
finden - zusammen, so mit jist - jelaunde

Li N.

19 July, 1974.

Mr John Schaffner,
Literary Agent,
425 East 51st Street,
New York,
N.Y. 10022.

Dear Mr Schaffner,

Thank you for your letter of the 11th July enclosing
cheque for five hundred dollars. I am glad that
this misunderstanding has now been cleared.

Yours sincerely,

Edwin J. Borg Costanzi
Vice-Chancellor and Rector Magnificus

c.c. Mrs E. Mann Borgese ✓

vg

Caracas, July 18, 1974

Dearest John,

Sorry to have caused you so much trouble. You were so wonderful in this whole matter -- and I can't begin to tell you how grateful I am to you. As a matter of fact, what you have done amounts to a contribution of \$1,000 to the International Ocean Institute -- which makes you a Founding Member! May we list you as such?

The big Law of the Sea Conference is taking its course. It is really quite exciting. Our Institute has official observer status, which means, we can get to all meetings, get all documents, distribute documents of our own, and take the floor. Which I diligently do. I am enclosing a press release. It feels crazy to sit there, and be treated like a Government!

I'll be here until the end of August, then Iran, then Malta, then Santa Barbara (by the middle of September).

Harry Abrams is getting a dummy, or something of the sort, ready, on DRAMA OF THE OCEAN, for the Frankfurt book fair. It is a great relief to have the book out of the way, even though there is a lot of cleaning up to be done yet.

I hope you are having a good summer. My love to all your family.

Yours as ever,

Elisabeth Mann Borgese
Box 2018
Caracas, Venezuela.

Mr. John Schaffner
425 East 51st Street
New York, N.Y. 10022.



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

July 5, 1974

Dear Elisabeth:

The other day, to my surprise and pleasure, I received a check for \$500 from Harry N. Abrams Inc. I must thank you for this contribution and also congratulate you on finishing the final version of DRAMA OF THE OCEANS. I hope I shall have a chance to see the manuscript. Do you think there is any possibility of a magazine sale here?

I have been out of touch with Fritz Landshoff, so I don't know whether he made any further progress in arranging for a deal for association in publication with Time-Life Books. Did anything come of this?

Since I have been so well paid for acting as your agent on this project, I do hope you will let me know if there is any way I can be of service in connection with it.

I never cease to be amazed by George Braziller. Just the other day we got a royalty statement for your short story collection, TO WHOM IT MAY CONCERN, which is apparently still in print after all these years. The statement shows an unearned balance of \$7.61. This would seem to indicate that maybe the book may eventually directly earn you money.

On the other hand, you would have thought that Braziller would have sent a royalty report on THE ASCENT OF WOMAN. The last one I received some months ago and saw no reason to send on to you, since it is depressing at best. However, I did, some months ago, ask Ed Seaver if they would not release the rights in this book to you, so that I could offer it to paperback. I also suggested that if Braziller was unwilling to do this, then they should bend their efforts to interesting a paperback publisher in the work, since it is certainly now of contemporary interest. As I got nowhere with Seaver at the time, I shall again write a letter repeating my original proposal.

Is there any chance of your passing through New York in the near future? If you do, please let me know in advance so that I can be sure to be here so as to have the pleasure of seeing you.

I hope all goes well in your world. I did hear some repercussions of changes out at the Center, but I have hopes that this has not affected you in any way.

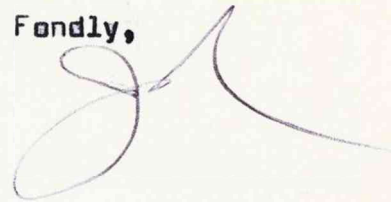
I had also hoped to hear again from your young protegés, with whom I have been in correspondence. I thought Steve Sprinkel's plan for a novel was interesting and timely. All he has to do, of course, is write it!

--Mrs. Borgese, 2--

Some months ago, a young New York editor, Georgia Griggs, resigned from her job at W.W. Norton here and moved to Los Angeles, where she is working as a freelance editor. I gave her a note of introduction to you and I imagine she has probably been too shy to use it. However, if Georgia Griggs ever does turn up on your doorstep, I know you will like her, because she is modest, attractive, and extremely intelligent, as well as a very fine editor.

This brings you all best wishes, as always.

Fondly,

A handwritten signature in blue ink, consisting of a large, stylized initial 'J' followed by a long, sweeping horizontal line that extends to the right.

Mrs. Elisabeth Mann Borgese
Box 4068
Santa Barbara, Ca. 93103
JS/vc

ROYALTY STATEMENT

George Braziller, Inc.

ONE PARK AVENUE, NEW YORK, N.Y. 10016

AUTHOR
AGENT
ADDRESS

Mr John Schaffner
896 Third Avenue
New York, N.Y.

PERIOD ENDED March 31, 1974

DATE PAYABLE

DATE PUBLISHED November 14, 1960

TITLE: #125 BORGESSE: TO WHOM IT MAY CONCERN

RETAIL PRICE \$ 3.75

ROYALTIES FOR THIS PERIOD

		RATE %	COPIES SOLD NET	ROYALTY	
				PER COPY	AMOUNT
1	SALES AT ROYALTY RATE OF -				
2	" " " " " -				
3	" " " " " -				
4	" " " " " -				
5	" " " " " -				
6	MAIL ORDER SALES AT ROYALTY OF -				
7	FOREIGN " " " " % RECEIPTS				
8	SPECIAL " " " " % RECEIPTS				
9					
10	TOTAL SALES THIS PERIOD (LINES 1 TO 9)	*****	0	*****	
11	COPIES PREVIOUSLY REPORTED	*****	3011	*****	*****
12	TOTAL TO ABOVE DATE (LINE 10 + 11)	*****	3011	*****	*****

OTHER EARNINGS

	DESCRIPTION	AMOUNT
13	BOOK CLUB	
14	REPRINT	
15		
16		
17	PERMISSIONS	50.00
18	OTHER	
19	CREDIT BALANCE DUE FROM PRECEDING PERIOD	
20	TOTAL OTHER EARNINGS (LINES 13 TO 19)	50.00

DEDUCTIONS

	DESCRIPTION	AMOUNT
21	ADVANCES	
22	PURCHASES OF BOOKS	
23	AUTHOR'S ALTERATIONS	
24	PERMISSIONS	
25	OTHER	
26	DEBIT BALANCE FROM PRIOR STATEMENT	77.61
27	TOTAL DEDUCTIONS (LINES 21 TO 26)	77.61

28	BALANCE DUE AUTHOR (LINES 10 AND 20 MINUS 27) - Check Enclosed	
29	BALANCE UNEARNED (TO BE DEDUCTED FROM NEXT STATEMENT - LINES 27 MINUS 10 AND 20)	27.61

ROYALTY STATEMENT

George Braziller, Inc.

ONE PARK AVENUE, NEW YORK, N.Y. 10016

AUTHOR
AGENT
ADDRESS

Mr. John Schaffner
312 East 53rd Street
New York N.Y.

PERIOD ENDED Sept. 30, 1973

DATE PAYABLE

DATE PUBLISHED April 24, 1963

TITLE: ASCENT OF WOMAN
by Elizabeth Mann Borgese

RETAIL PRICE \$ 5.00

ROYALTIES FOR THIS PERIOD

		RATE %	COPIES SOLD NET	ROYALTY	
				PER COPY	AMOUNT
1	SALES AT ROYALTY RATE OF -	.10	4	.50	2.00
2	" " " " " -				
3	" " " " " -				
4	" " " " " -				
5	" " " " " -				
6	MAIL ORDER SALES AT ROYALTY OF -				
7	FOREIGN " " " " % RECEIPTS				
8	SPECIAL " " " " % RECEIPTS				
9					
10	TOTAL SALES THIS PERIOD (LINES 1 TO 9)	****	4	*****	2.00
11	COPIES PREVIOUSLY REPORTED	****	2197	*****	*****
12	TOTAL TO ABOVE DATE (LINE 10 + 11)	****	2201	*****	*****

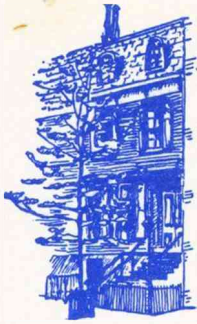
OTHER EARNINGS

	DESCRIPTION	AMOUNT
13	BOOK CLUB	
14	REPRINT	
15		
16		
17	PERMISSIONS	17.50
18	OTHER	
19	CREDIT BALANCE DUE FROM PRECEDING PERIOD	
20	TOTAL OTHER EARNINGS (LINES 13 TO 19)	17.50

DEDUCTIONS

	DESCRIPTION	AMOUNT
21	ADVANCES	
22	PURCHASES OF BOOKS	
23	AUTHOR'S ALTERATIONS	
24	PERMISSIONS	
25	OTHER	
26	DEBIT BALANCE FROM PRIOR STATEMENT	927.59
27	TOTAL DEDUCTIONS (LINES 21 TO 26)	927.59

28	BALANCE DUE AUTHOR (LINES 10 AND 20 MINUS 27) - enclosed	
29	BALANCE UNEARNED (TO BE DEDUCTED FROM NEXT STATEMENT - LINES 27 MINUS 10 AND 20)	908.09



CABLE: SHAFFLIT

(212) MURRAY HILL 8-⁴⁷⁶³
4764

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

July 11, 1974

Dear Elisabeth:

What an embarrassment! I had entirely forgotten the terms of our agreement and I see, being reminded by dear Mr. Landshoff, that our written understanding was that I should have 10% of the earnings of your book after payment of the advance. Rather than return the \$500 which I had accepted from Harry N. Abrams to that publisher, I am instead sending it direct to Professor Edwin J. Borg Costanzi, as I'm sure you'd wish me to do.

I hope no one has been unduly upset by this misunderstanding. I'm sure you understand that it all came about with the best of good-will from all concerned.

Let us hope the book is a great success. I look forward to hearing whether Mr. Landshoff was able to work out the arrangement with Time-Life Books which he had discussed with me when last we met.

All fondest best wishes, as always.

Yours,



Mrs. Elisabeth Mann Borgese
Box 4068
Santa Barbara, Ca. 93103
JS/vc



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

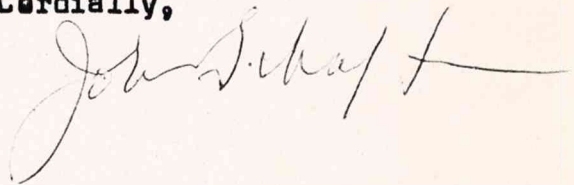
July 11, 1974

Dear Professor Costanzi:

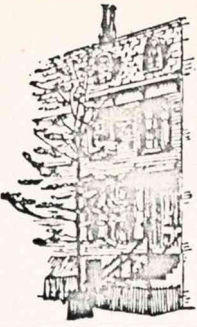
It appears that in error Harry N. Abrams Inc. sent me a check for \$500 as 10% of the second payment of the advance due Elisabeth Mann Borgese on her DRAMA OF THE OCEANS. This was done through a misunderstanding on the part of all of us concerned. According to Elisabeth's contract with Abrams, a 10% commission on this work is to be paid me as her agent, but this is only after the payment of the advance. Abrams and I misunderstood this and I have already written to Elisabeth to thank her for the money. Now I do understand, from reviewing our letter agreement on this book project, that all of the advance should go to you for the Institute. Accordingly, I am sending my check for \$500 made out to you.

With very best wishes for your good work.

Cordially,



Professor Edwin J. Borg Costanzi
The Royal University of Malta
Malta
JS/vc



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

July 11, 1974

Dear Mr. Landshoff:

Your letter of July 9th embarrasses me very much indeed. When I received that check from you for \$500, I accepted it gratefully, rather imperfectly remembering my conversation with our dear mutual friend Elisabeth. It is quite true that in our early conversations concerning the book she was writing for Harry N. Abrams Inc. to be called DRAMA OF THE OCEANS, she asked me if I would be willing to waive my participation in the advance. But she made it clear that she wanted me to have a percentage of whatever earnings the book made. Perhaps naively, I took it that, since she'd already received the first portion of her advance, \$5000, it would be difficult for me to participate in that. I really had forgotten that in our original agreement I waived my participation in the total advance. On August 6, 1973, I see by checking our correspondence, Elisabeth wrote me as follows: "Would you be willing to waive your share of the advance? I think it's perfectly fair if you take your share of the royalties themselves if they exceed the advance."

In response to this I wrote Elisabeth that I would be willing to waive my share of the advance and I believe I wrote you at that time also, September 24, 1973, of my intention so to do.

I hope you will both forgive me for thinking of the unexpected check from Harry N. Abrams as a delightful dividend and accepting it for deposit to my account. I now see that under my agreement with Elisabeth I should send it on to Professor Costanzi and this I am doing forthwith. I enclose a copy of my letter to Professor Costanzi.

I shall also write to Elisabeth enclosing a copy of this letter to you and one of my note to the Professor.

Thank you once again for your kindness and friendly interest.

Cordially,

Mr. F.H. Landshoff
Harry N. Abrams Inc.
110 East 59th Street
New York 10022
JS/vc

July 12, 1974

Mr. John Schaffner
425 East 51st Street
New York N.Y. 10022

Dear Mr. Schaffner:

Thanks for your letter.

Now it is my turn to be embarrassed. I always consider it an imposition to pay money back which one accepted optima fide.

Anyway, I want to thank you for your understanding attitude and prompt action and I am sure that Elisabeth will be simply delighted.

Cordially yours,

F. H. LANDSHOFF
HARRY N. ABRAMS, INC.

FHL:as

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

July 11, 1974

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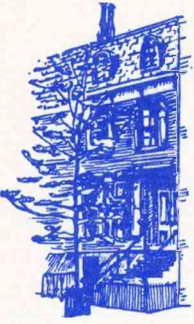
I shall also write to Elisabeth enclosing a copy of this letter to you and one of my note to the Professor.

Thank you once again for your kindness and friendly interest.

Cordially,

Mr. F.H. Landshoff
Harry N. Abrams Inc.
110 East 59th Street
New York 10022

JS/ug



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N.Y. 10022

August 23, 1974

Dear Elisabeth:

Thank you so much for your enthusiastic note of August 17th and its enclosure. I only regret that I put you to the trouble of typing out an official invitation to the International Ocean Institute's Pacem in Maribus V convocation in Malta on September 9th. It was naughty of me to suggest that I could get there. Quite impossible, as I have to see to getting my youngest son into his preparatory school during that week. It means driving him there and coping with all the problems relative to establishing a 14-year-old in a new environment. And then I have all my commitments here in this office. But thank you, thank you.

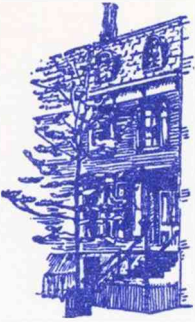
And again congratulations and good wishes on your good work. You have my good thoughts and my prayers in absentia for Pacem in Maribus.

Fondly,

John

Mrs. Elisabeth Mann Borgese
Fund for the Republic
Box 4068
Santa Barbara, Ca. 93103
JS/vc

*P.S. Huray!
Brazilian
Today sent us a release on
Ascent of Woman. We
can now try to sell
it to paper publishers.
- J.*



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

September 24, 1973

Dear Elisabeth,

With this note is a letter I have written to your friend, Mr. Landshoff, as I understand he returned from Europe today. Please read my letter to him carefully so you will understand why I waited until his return before voicing objections to the contract. Besides the experience my client had with Mr. Abrams, I have heard from someone with intimate knowledge of the firm that I would get nowhere with Mr. Anbinder, who he described as being "impossible to do business with." The contract that you have, as I pointed out in my letter to Mr. Landshoff, is written as for "a contract writer"--that is, someone they have hired to do a certain literary assignment and this, after the writer is paid, will belong entirely to the publisher. This is not at all the case in your book, which you hope, I am sure, will have international success. All royalties and other earnings should come to you for your Oceans Institute, but the way the contract is worded now you will not get any of it. Please ask Mr. Landshoff to make the changes I have suggested. I should also have suggested changes in Clause 1, where it says "Publisher hereby engages Author" etc. This should be reworded because of course the publisher is not hiring you; he has accepted your work for publication and you agree together on terms regarding its publication.

I also call to your attention the second sentence in 5 (c), since I am sure you will be planning to continue writing on the general subject of "the oceans" for years to come.

Just to show you what an ideal book contract ought to look like I am enclosing the form recommended by the Society of Authors Representatives. Many publishers use this basic agreement form unchanged or with changes relative to the project.

Forgive me for not acting until Mr. Landshoff returns. Since he is your friend, I am sure you will not willingly cheat you. But the contract, as it stands, would rob you of all future earnings over and above the advance.

Phone me if you want to discuss this further. The best time to get me would be around 2-3 p.m. your time, as I am usually certainly here at that time.

Fondly,

September 24, 1973

Dear Mr. Landshoff:

Early in August our dear mutual friend, Elisabeth Borgese, sent me a copy of your letter of July 30th along with a copy of the publication agreement on THE DRAMA OF THE OCEANS. In Elisabeth's letter she said that the chief point in the contract that she would like to change is the delivery date. She asked for an additional six months and said she thought July 1, 1974 would be more realistic.

In response to this letter I telephoned Elisabeth and pointed out that as I was not a party to the original agreement I did not believe your colleagues at Harry N. Abrams Inc. would be willing to deal with me or accept any suggestions I might make for changes in the contract. Elisabeth replied that she had always intended that I be her literary representative on this book and she hoped that it would make a lot of money and my ten per cent agency commission would serve to compensate me for past work on which I have represented her which has not been very remunerative. What I did not tell Elisabeth in this conversation was that I planned to wait for your return to New York before initiating any discussion of the agreement. That is why I am writing to you today what I hope you will consider a confidential letter.

I have always understood that Harry Abrams himself ^{having} refuses to deal with literary agents. I myself had the experience of a writer who had a project approved by Abrams but was told that they would not deal ^{with} her agent (who happened to be me). I judged it was a matter of procedure established by Mr. Abrams and I advised my client to go ahead with the contract and leave me out of it. But I did point out clauses in it that were obviously to her disadvantage. The immediate result was that my client's contract was immediately canceled.

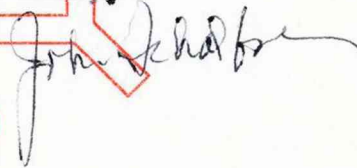
As my wish is only to be of help to Elisabeth on her project, let me immediately say that I should like to remain anonymous and that I do not wish to follow her suggestion that she ask the publisher to have me written into the contract as her agent. The chief purpose of this project is, as I understand it, to make money for the International Oceans Institute. Therefore, I would be glad to have what Elisabeth proposes as my agency commission go toward the cause as my contribution to it. However, as I pointed out to Elisabeth on the telephone, there will be few if any earnings by this book over and above the agreed-upon advance if she signs the contract as it stands. I am proposing that Clause 9 and Clause 20 be deleted in toto. While there are other aspects to the

printed agreement to which I might take exception, these two are important because they would in effect give the publisher the earnings from foreign and other subsidiary rights which should of course remain legally in the possession of the author, who should have the control of them. You see, in this case the writer is not a "contract author" who has been retained to complete an assignment for her publisher, but rather the sole proprietor of a book project which she has submitted to the publisher and which he has accepted. You can understand the difference in the concept of the work in this case, I am sure.

I am suggesting to Elisabeth that she voice the above objections to you as coming from herself in behalf of her project and the International Oceans Institute rather than coming from another source. I shall of course be glad to discuss this with you at any time that is convenient to you.

With very best wishes.

Yours Truly,



Mr. F.H. Landshoff
Harry N. Abrams Inc.
110 East 59th Street
New York 10022

JS/vc

- AGREEMENT made this _____ day of _____ 19 __,
- between _____ (hereinafter called the Author);
- whose residence address is _____
- whose citizenship is: _____
- and _____ (hereinafter called the Publisher);
- whose principal place of business is at _____

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

The Grant and the Territory.

1. The Author hereby grants and assigns to the Publisher the exclusive right to publish in the English language in book form in the United States of America, its territories and possessions, in the Philippine Islands, and in Canada, a Work now entitled

(hereinafter called the Work) which title may be changed only by mutual consent in writing. All other territory (except the British Commonwealth and Empire as politically constituted at the date of this agreement) shall be a non-exclusive territory for the sale of English language copies of the Work published hereinunder in the United States. The Author shall have the right nevertheless on sixty (60) days written notice posted to the Publisher, to withdraw the privilege of sale of cheap editions of the Work for any specified territory in such open market, in instances where the Author in his sole discretion desires to make an exclusive contract with another for English language publication in such territory.

The Warranty.

2. The Author represents that he is the sole proprietor of the Work and that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form in the territories hereinabove defined. The Author shall hold harmless and indemnify the Publisher from any claims, demands or recovery finally sustained by reason of any violation of copyright or other property or personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof. The warranties contained in this Article do not extend to drawings, illustrations, or other material not furnished by the Author.

The Manuscript.

3. The Author agrees to deliver to the Publisher not later than _____ 19 __, a complete typewritten script of the work. If the script shall not have been delivered within three (3) months after said date the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author and may recover from the Author all monies which it may have advanced to the Author upon the Work.

Publication of the Work.

4. The Publisher agrees to publish the Work at its own expense at a catalogue retail price of not less than _____ Dollars (\$ _____) per copy on or before _____ months after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed _____ months. In case of publication in a periodical prior to book publication, book publication shall be delayed until such periodical publication is completed, unless by special arrangement with the periodical.

The Copyright.

5. The Publisher, upon first publication of the Work, agrees duly to copyright it in the United States of America and Canada under the Universal Copyright Convention and the Berne Convention in the name of the Author, and to imprint the copyright notice required by law in each copy of the work. The Author agrees to furnish the Publisher promptly with any authorization or other document necessary to carry out the provisions hereof.

The Author shall, upon the termination of the first term, make timely application for renewal of copyright under then existing United States Copyright Law and, provided this contract shall then be in force and effect, the Author agrees to assign to the Publisher, for the renewal term of the copyright, the rights herein granted to the Publisher.

Printer's Proofs.

6. The Publisher shall furnish the Author with galley proof and page proof of the Work which, except for changes in styling required by the Publisher, shall conform to the completed manuscript as submitted by the Author, without changes in, additions to, or eliminations from such manuscript. The Author agrees to return such proof to the Publisher with his corrections within thirty (30) days of the receipt thereof by him. The cost of alterations in the galley proof or page proof required by the Author, other than corrections of printer's errors, in excess of fifteen (15%) percent of the original cost of composition, shall be charged against the earnings of the Author under this agreement; provided also, however, that the Publisher shall promptly furnish to the Author an itemized statement of such additional expenses, and shall make available at the Publisher's office the corrected proof for inspection by the Author or his representatives.

7. The Publisher shall pay to the Author or his duly authorized representatives, the following advances and royalties:

- (a) A non-returnable advance of \$ _____ against the Author's royalties under
- this agreement payable

- (b) A royalty upon the regular edition sold in the United States of
- per cent (%) of the retail price thereof on the first
- copies sold
- per cent (%) on the next _____ copies sold
- per cent (%) on all copies sold in excess of _____

**Advances,
Royalties
and Share of
Proceeds;
Examination
of Accounts.**

- (c) A royalty of fifteen per cent (15%) of the amount of the Publisher's charges for bound copies of the original edition of the Work and eighteen per cent (18%) for unbound sheets, sold for export, and to reading circles, to recognized book clubs, and to organizations outside the regular book selling channels, provided that such sales are made at a discount of sixty per cent (60%) or more from the retail price. Such royalties shall be payable without deduction for discounts or bad debts.
- (d) Two-thirds (2/3) of any license fee charged a Canadian publisher for the right to publish the Work on a royalty basis, in Canada.
- (e) _____ per cent (%) of the retail price of each copy sold of any cheap edition issued by the Publisher at a retail price not more than two-thirds (2/3) of the original retail price.
- (f) _____ per cent (%) of any license fee charged for the right granted another Publisher to issue and distribute a cheap edition of the Work.
- (g) _____ per cent (%) of the gross amount paid by a book club, whether as royalty or otherwise, for the right to publish the Work in whole or in part for distribution to its members.
- (h) Ten per cent (10%) of the amount of the Publisher's charges for copies of overstock which the Publisher deems expedient to sell at a discount of seventy per cent (70%) or more; provided that if such sale is made at or below cost of manufacture, no royalty shall be paid. If the Publisher determines to remainder its entire stock, it shall give the Author reasonable notice in advance thereof. No sale of overstock may take place before the expiration of one (1) year from the first publication of the Work in book form.
- (i) Three quarters (3/4) of the stipulated royalty on all copies sold from a reprinting of _____ copies or less made after two (2) years from the date of the first publication hereunder and provided that the regular sales in the six-month period preceding such reprinting did not exceed _____ (_____) copies; the reduction of royalties provided for in this sub-division is to enable the Publisher to keep the Work in print and in circulation as long as possible.
- (j) _____ per cent (%) of the gross amount paid for post-publication periodical rights, unless such rights are held by the purchaser of the pre-publication periodical rights.
- (k) The Publisher is authorized to permit publication of the Work in Braille, or photographing, recording and/or microfilming the Work for sale to the physically handicapped without payment of fees and without compensation to the Author, providing no compensation is received by the Publisher. In case a compensation

is received, the Publisher shall pay the Author fifty per cent (50%) of the proceeds.

No royalties shall be payable on free copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

No cheap edition in any category may be published earlier than one (1) year from the date of the original publication.

The Publisher shall submit to the Author for his approval (such approval not to be unreasonably withheld) the terms of any proposed license for book club distribution, cheap edition publication, or post-publication periodical rights.

The Author or his duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work; such examination shall be at the cost of the Author unless errors of accounting amounting to five (5%) per cent 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.

Over-payment.

8. In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author either in respect to the Work or under other contracts between the Author and Publisher for any other books; provided, however, that the term "overpayment" shall not in any event apply to unearned advances, nor to returns on other books.

Permission to Reprint.

9. The Publisher may permit others to reprint selections from the Work in text books, or anthologies, and payments made for such permission shall be equally divided between the Author and Publisher. The Publisher may grant permission to publish extracts of the Work containing not more than five hundred (500) words, without compensation therefor, but no permission shall be granted for any commercial use of any portion of the Work without the express permission of the Author.

Contracts with others.

10. The Publisher agrees promptly to advise the Author of the terms of any contracts entered into for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is One Hundred (\$100.) Dollars or more. Copies of contracts shall be furnished by the Publisher to the Author or his representative and the Author's share shall be paid within ten days of the Publisher's receipt thereof (subject to the conditions of clause 12 b).

Free Copies.

11. The Publisher agrees to present to the Author ten (10) free copies of the regular edition of the Work and three (3) copies of any cheap edition published, and the Author shall be permitted to purchase further copies for his personal use at a discount of forty (40%) per cent from the retail price.

Statements and Payments.

12. The Publisher agrees to render semi-annual statements in duplicate including copies of statements of sub-licensees on _____ and _____ in each year following the publication hereof, showing an account of sales and all other payments due hereunder to _____ and _____ preceding said respective accounting dates. Payments then due shall accompany such statements.

(a) 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 Work. This reserve shall not exceed fifteen per cent (15%) of earnings due the Author in the respective royalty periods.

(b) In no event, however, shall the Author be entitled to receive more than \$ _____ during any one calendar year. If in any one calendar year the sums accruing to the Author hereunder shall exceed such amount, he shall be entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him hereunder do not exceed the maximum herein stated, provided that the total amount to which the Author may be entitled in any succeeding year shall not exceed the maximum herein stated.

Termination and Reversion of Rights.

13(a). In the event that the Work shall at any time be out of print (which shall be defined as fifty (50) copies or less in stock) the Author or his representative may give notice thereof to the Publisher and in such event the Publisher shall declare within thirty days in writing whether or not he intends to bring out a new printing of the Work within six months. Failure to give such thirty-day notice or to reprint the Work within six months shall cause all rights herein granted to revert to the Author at the expiration of either of said periods without further notice or procedure.

The Work shall not be considered to be out of print if it is on sale in a cheap edition or in any other edition, in the United States, or if there shall be in existence a contract

for cheap edition publication which provides for publication within six (6) months after the Work is out of print in the regular edition.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 14 hereof provided, this agreement shall terminate and the rights herein granted to Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 14 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author; the Author shall have the right in such instance to purchase the plates from the Publisher at their metal value, and any or all of the remaining sheets or copies at a price not to exceed fifty (50%) per cent of the manufacturing cost, exclusive of overhead. If the Author shall not have acquired such plates, sheets or copies within sixty (60) days of the effective date of such termination, the Publisher shall have the right to sell such remaining copies at cost or less, without payment to the Author of royalties on such sales. If the Publisher shall desire to melt such plates, he shall give the Author sixty (60) days notice in writing thereof and an opportunity to acquire such plates as above provided. No such sale by the Publisher shall transfer the right of publication and sale of the Work to any purchaser of the remaining copies or sheets. The Publisher's privilege to sell the remaining copies shall expire six (6) months after the effective termination date and thereupon all remaining copies shall be destroyed. In the event that the parties shall have agreed to the taking of the copyright in the name of the Publisher, then the Publisher shall, upon such termination, furnish the Author an assignment of such copyright to him in due form for recording.

**Bankruptcy
and
Insolvency.**

14. If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author. As a condition of the making of this agreement the Author hereby acquires the right, upon such termination, to purchase at his option the plates, remaining copies and sheets as provided in Article 13 hereof. In the event that the Author's option to purchase such properties is not exercised within thirty (30) days after the Author has had notice of the happening of the event herein referred to, the Publisher, Trustee, Receiver, Assignee or other such official, may melt the plates and sell the copies or sheets remaining on hand subject only to payment to the Author of the royalties herein provided. In the event the Author desires to purchase the books and sheets aforesaid, and the Trustee, Receiver or other said named official deems the price fixed at fifty (50%) per cent of the manufacturing cost or the metal value to be below the fair market value thereof, then such value shall be determined by arbitration conducted pursuant to commercial arbitration rules of the American Arbitration Association then applicable.

**Reserved
Rights.**

15. All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted, are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries and novelizations of dramatizations and motion pictures of the Work, thereof, not to exceed seventy-five hundred (7500) words in length, to be used for advertising and exploitation of motion pictures and televised motion pictures or dramatizations based upon the Work.

Assignment.

16. 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; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

Arbitration.

17. Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award may be entered in the highest court of the forum, State or Federal, having jurisdiction. Such arbitration shall be held in the City of New York unless otherwise agreed by the parties. The Author may at his option, in case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

Notices.

18. 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.

Waiver.

19. A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

Special Arrangements.

20. The Author herewith grants the Publisher the option to publish his next full-length book on terms to be arranged; but said right of first refusal shall automatically be cancelled should the Publisher merge with another or be bought by another subsequent to the signing of this Agreement.

21. This Agreement shall not be binding upon either the Publisher or the Author unless it is signed by both parties and delivered to the Publisher within a period of sixty days (60) from the date of the Agreement.

22. All sums due under this Agreement shall be paid to the Author's agent, _____, whose receipt shall be a full and valid discharge of the Publisher's obligations and who shall act with the authority of the Author in all matters arising out of this agreement.

The Author acknowledges that _____ has rendered its services in bringing about and negotiating the terms of this contract. The Author acknowledges that in consideration of said services, the Author has irrevocably appointed said agent as the Author's sole and exclusive agent in connection with the Work and this contract and in connection with all rights granted herein to the Publisher or which may be used or exercised hereunder by the Publisher, and all contracts arising from the Publisher's exercise of any option in this agreement with respect to any further work(s), and agrees that said agent shall irrevocably be entitled to receive 10% of all sums due or which may become due to the Author in connection with this contract and all rights aforesaid.

**Interpreta-
tion.**

23. Regardless of the place of its physical execution, this contract shall be interpreted under the laws of the State of New York and of the United States of America.

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

In the (seal)
Presence of:

Publisher

By _____
()

In the Presence of:

Author

AGREEMENT
for the Publication of

.....

between

.....

.....
(Author)

and

.....
(Publisher)



for the Study of Democratic Institutions / The Fund for the Republic, Inc.

8/20
Sent copy
of letter
constant

August 6, 1973

Mr. John Schaffner
Literary Agent
425 East 51st Street
New York, N.Y. 10022

Dear John,

Back again and many things are in the works.

I am enclosing a copy of a contract I received from Harry Abrams for the book "The Drama of the Oceans." If everything works out satisfactorily, this should be a big deal. Obviously I want you to have your share in it but the main purpose of the book is to get money for the newly established International Ocean Institute, whose finances are as yet very frail, and which has a big job to do during the next two or three years. I am therefore turning over all royalties to the Institute. Would you be willing to waive your share of the advance? I think it is perfectly fair if you take your share of the royalties themselves if they exceed the advance.

There is one point I would like to change in the contract and that is the delivery date. Instead of January 1, 1974, I would like to make it six months after the signature of the contract. It is a crushing job any way.

Yours as ever,

Elisabeth


Elisabeth Mann Borgese
Senior Fellow

Encl.

P.S. you will receive, these days a novel BETTER THAN THE MOVIES by a young author (his first novel) WILLIAM DANIELS. A nice and sensitive kid. I would be grateful if you could have a look at the novel and see whether you can do anything with it.

E

The
Center *for the Study of Democratic Institutions / The Fund for the Republic, Inc.*



Via Thomas Mann
Forte dei Marmi (Lucca) Italy
July 24, 1973

Mr. John Schaffner
Literary Agent
425 East 51st Street
New York, N.Y. 10022

Dear John:

Two things today: I received the enclosed statement from Holt and don't quite understand it. The amount of \$58.98, billed to me for February, was paid on March 10, with check no. 6612, which was duly cashed by them. So I really should not be owing them anything. Could you check into this?

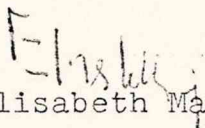
Second, the contract with Harry Abrams is almost complete. I hope it is going to be big business this time. As far as I am concerned, the royalties go to the International Ocean Institute. I hope, in fact, that it will take a major fund-raising burden off my shoulders. But, of course, you should get your percentage, and I'll see to that. I hope to see Fritz Landshoff in Zurich before the end of the month.

Pacem in Maribus IV was excellent. Strange, in this crazy world.

I'll be back in August.

All the very best to all of you,

Yours as ever,


Elisabeth Mann Borgese

ENCLS.



HOLT, RINEHART AND WINSTON, INC.
383 MADISON AVENUE / NEW YORK, N.Y. 10017 / TEL. 212 MU8-9100

STATEMENT

A# 5423

YOUR NEXT STATEMENT
WILL REFLECT PAYMENTS
OR RETURNS RECEIVED
AFTER 03-16-73

ACCOUNT NO.
80-10401800

ELIZABETH MANN BORGESE
CTR ST DEM INST BX4068
SANTA BARBARA CA 93103

ENTRY CODES	DATE	YOUR ORDER	INVOICE NO.	AMOUNT	PAST DUE 61 DAYS & OVER
1. INVOICE	01 02 12 73	1 25 73	100814803	58.98	
2. CREDIT MEMO					
3. BALANCE DUE				# 6612 Mar 10	
4. CASH ON ACCOUNT					
5. ACCOUNTING ENTRY					
6. RETURNED CHECK					
7. CREDIT NOT YET ISSUED					
13. YOUR CHARGEBACK				AMOUNT DEDUCTED 7.37	
14. CASH WITH ORDER				BALANCE DUE 51.61	
23. INTEREST DUE					
24. DUPLICATE PAYMENT					
33. SHIPPING CHARGES NOT PAID					
34. INVOICE NOT YET ISSUED					
13. TAX NOT PAID (DISALLOWED)					
53. CASH DISCOUNT TAKEN (DISALLOWED)					
TOTAL				58.98	

TOTAL PAST DUE

Forte dei Marmi, July 1, 1973.

Mr. John Schaffner

New York City, N.Y.

Dear John:

Two things today: I received the enclosed statement from Holt, and don't quite understand it. The amount of \$58.98, billed to me for February, was paid on March 10, with check No. 6612, which was duly cashed by them. So I really should not be owing them anything. Could you check into this?

Second, the contract with Harry Abrams is almost complete, I guess. They are paying an advance of \$5000 to the International Ocean Institute.

You'll get the contract when it is complete. I hope it is going to be big business, this time. As far as I am concerned, the royalties go to the International Ocean Institute. I hope, in fact, that will take a major fund-raising burden off my shoulder. But, of course, you should get your percentage, and I'll see to that. I am going to see Fritz Landshoff in Zurich before the end of the month.

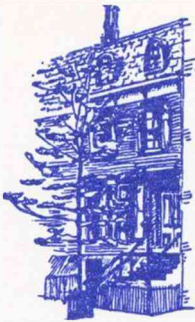
Pacem in Maribus IV was excellent. Strange, in this crazy world.

I'll be back in August.

All the very best to all of you,

Yours as ever,

Elisabeth
Elisabeth Mann Borgese
~~Box~~ Via Thomas Mann
Forte dei Marmi (Lucca)
Italy



CABLE: SHAFFLIT

4/26/
Called J.S.

(212) MURRAY HILL 8-4763
4764

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

January 15, 1973

Elisabeth

Dear Elisabeth:

My plans for my California trip have been firmed up and I am going to fly to San Francisco on Thursday, January 25th. I shall have with me Nicholas, who will be 20 on the 28th of this month, and Elizabeth, who is 16. I propose to drive down the coast and hope to arrive in Santa Barbara on Wednesday, January 31st. My thought is that I could visit you there and I plan to put the kids on a plane, so that they can catch a flight back from the Los Angeles airport that evening to New York. I plan to stay on a couple of days in the Los Angeles area. I remember that you were going off at about that time to a conference and I hope that I have not delayed my arrival too long. I do look forward to seeing you and talking about your book project with you.

I did discuss with Bill Koshland the idea of Knopf giving you a contract for the world communities book, thereby enabling you to pay off Holt and be released from your agreement with that publisher. Bill has the material you sent me and is presumably cogitating. He did remark on the phone that he thought you were being kept so busy at the Center and with your job as Secretary to the Fund for the Republic that he wondered whether you would ever have time to complete a book. However, the material you sent me would seem to indicate that you have the project pretty well in hand. I hope he will react as I did on reading what you sent me.

I have also suggested to Edwin Seaver that Braziller do something about reviving ASCENT OF WOMAN. Clearly that book of yours was ahead of its time and, since they still have it in print, it seems to me they ought to do something to call the attention of the reading public to it.

Perhaps before I see you I shall have something more definite to report. Anyhow, do please drop me a line to let me know whether you will be free for me to visit you on the 31st.

Fondly, *John*

Mrs. Elisabeth Mann Bergese
The Center for the Study of Democratic Institutions
Box 4068
Santa Barbara, Ca. 93103

JS/vc

December 12, 1972

Mr. John Schaffner
Literary Agent
425 East 51st Street
New York, N.Y. 10022

Dear John,

Thanks for your letter. I was afraid that Holt might lose their patience but I very much hope that you can assuage their quite justified wrath. The book, The World Communities, is not only a commitment to them; it is a commitment to myself as well. The job turned out to be considerably more complex than I thought when I signed the contract. However, I am constantly working on the book and the material is good.

Just a few weeks ago I organized a seminar here at the Center on the subject of "the world communities" and got some very useful material.

The book is somewhat changed in character as I work on it, but I definitely think I will have something to show by spring. I hope they will forbear with me. Please let me know.

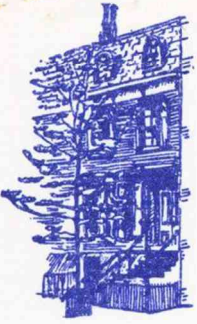
All the best for Christmas and I hope to see you here next year.

Yours as ever,

Elisabeth Mann Borgese
Senior Fellow

P.S. I am sending you separately a batch of papers in which I have developed material for the book. Of course, this will be reworked

* World Comm
Beyond
Center May
Vesta
The other



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

December 6, 1972

Dear Elisabeth:

Your letter of November 17th was a pleasure to have. I was interested to read about Aflī's grandchildren. They sound like positive geniuses!

I regret very much having to answer such a good letter with this peremptory one I enclose from Thomas Wallace, editor in chief of Holt, Rinehart & Winston. It was somewhat delayed in reaching me because it was addressed to the old address on Third Avenue. How shall I answer him? I really feel that if you have me some sort of progress report maybe we could stall him. You do want to finish up this book, do you not? Anyway, I need to know your thoughts about this.

In the meantime, of course, I have written to Holt to ask for the available copies of THE LANGUAGE BARRIER.

When shall I next see you? Soon, I do hope. Meantime, all best wishes.

Fondly,

Mrs. Elisabeth Mann Borgese
Box 4068
Santa Barbara, Ca. 93103
JS/vc



HOLT, RINEHART AND WINSTON, INC.

November 22, 1972

Mr. John Schaffner
896 Third Avenue
New York, New York 10022

Dear John,

We have a contract with Elizabeth Mann Borgese going back to the summer of 1968, under which she was going to write a book on "World Communities." Since then although we have given her a number of extensions, we haven't seen one word of the manuscript. Therefore, at this time let me suggest that she repay us the \$1,000 which we paid her on signature of the contract, and we will in turn cancel the contract with her. I would appreciate your taking care of this matter as soon as possible.

With all best wishes,

As ever,

Tom

Thomas C. Wallace
Editor-in-Chief

TCW/ss
cc: R. Passoff



CABLE: SHAFFLIT

(212) MURRAY HILL 8-
4763
4764

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

December 29, 1970

Dear Mrs. Borgese,

I enclose a copy of the royalty statement from Granada Publishing, Ltd. on your book, TO WHOM IT MAY CONCERN for the six month period ending June 30, 1970.

Best wishes.

Yours truly,

Carl Gabler, asst. to Mr. Schaffner

Mrs. Elisabeth Mann Borgese
Box 4068
Santa Barbara, California 93103

Enc: statement

GRANADA PUBLISHING LIMITED

3 Upper James Street, Golden Square, London W1R 4BP
 Telephone 01-734 8080
 Telex 27937 Cable Granada London

AUTHOR : E.M. BORGES
 TITLE : TO WHOM IT MAY CONCERN

A. M. HEATH & CO. LTD.,
 35 DOVER ST.,
 W.1.

TERMS
 Home : 10% of published price 1-3500
 Export : 10% of receipts

Total Advance :

DATE	DETAILS	DEBIT	CREDIT	BALANCE
1 JUL 69	BALANCE B/FWD	68. 0. 8		68. 0. 8S

ROYALTY STATEMENT for the half year ended

30 JUN 1970

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

December 4, 1970

Dear Elisabeth,

I fear that I have been somewhat delinquent in passing on the royalty statement from Holt, Rinehart & Winston on THE LANGUAGE BARRIER. The earnings as of June 30, 1970 were \$ 19.13. After the agency 10% this is reduced to \$ 17.22, my check for which is enclosed.

I have before me the September 26 issue of the Saturday Review which contains your impressive summation, THE PROSPECTS FOR PEACE IN THE OCEANS. I felt proud indeed when I read this. You have done - and are doing - a very noble and important work. I know public apathy must seem endlessly frustrating but certainly you are helping to arouse the public in this country to a more responsive understanding, for which we are all in your debt.

Back last summer we exchanged letters in which there was some discussion of a possible paperback on ASCENT OF WOMAN. I have to admit I neglected to speak to George Braziller about this but I shall now follow that up.

By the way, this reminds me that I have a great ^{many} manuscripts of yours here on the shelf. I wonder if you would care to have these copies, a number of which were plays that you had given to Ed Seaver to read and he had returned them to me a couple of years ago. It occurs to me that possibly you might be able to make some use of these copies. They include:

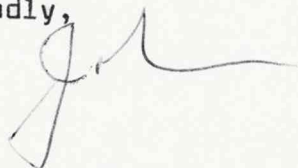
EAT YOUR FISHBALLS; TARQUIN
PIECES AND PAWNS
ONLY THE PYRE
ISRAEL TODAY (The pieces from Il Ponte)

and a number of other articles and essays. I think we also have some photographs of yours here, as well. Shall I go on holding these items, or would you like me, later on after the holidays, to package them up and send them off surface rate to your Italian home? There is certainly no urgency about this.

2.

Will you be spending the holidays in California? I suppose you will want to be with your family. If you pass through New York, do let us know.

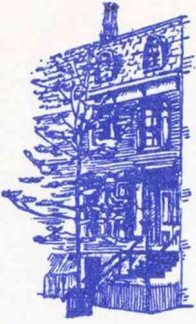
Fondly,

A handwritten signature in black ink, appearing to be 'J. S.', written in a cursive style.

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

Enc: statement, check

JS/cg



CABLE: SHAFFLIT

(212) MURRAY HILL 8-⁴⁷⁶³
4764

JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51ST STREET NEW YORK, N. Y. 10022

August 22, 1972

Dear Elisabeth:

Just a tiny note to answer your good letter of August 15th. Congratulations on the German paperback edition of THE LANGUAGE BARRIER. Also on having a production in California of ONLY THE PYRE.

Do call me when you get into town next month. It would be lovely to have a reunion. I shall be looking forward to it. Meantime, every good wish.

Fondly,

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

JS/vc

JOHN SCHAFFNER
LITERARY AGENT425 EAST 51ST STREET NEW YORK, N. Y. 10022

July 23, 1970

Dear Elisabeth,

Many thanks for your latest letter, that of July 5 from Forte dei Marmi. I hope you didn't go to too much trouble to look for the original photos that went with THE LANGUAGE BARRIER in your home, as we did indeed have them here where I had been storing them for you. We have sent them off to Mr. Grunder of Lukianos Verlag in Bern. I hope he receives them soon in good order.

Also, I'm glad to tell you that I finally did locate the manuscript and photographs which you wanted me to return to Peter Wehrli, his article on Albania written under the pseudonym of Germain Sauvage. The search for this piece resulted in a thorough housecleaning of this office, which was in many respects a very good thing. Several other items besides the Wehrli manuscript turned up which need to be returned to their authors or otherwise have special attention. So the end result was good. And now you can rest in peace about these two particular problems.

Rather surprisingly, I have received royalty statements from George Braziller on ASCENT OF WOMAN and TO WHOM IT MAY CONCERN up to the date of March 31, 1970. I enclose them for your records, though I fear they do make rather dismal reading. I certainly would have thought that ASCENT OF WOMAN would do better than it has done. Perhaps I should try to stir up Braziller to revive it at this time, when the Woman's Liberation Movement is suddenly becoming so active here! Not a bad idea. I shall call Ed Seaver and suggest this.

It is always good to hear from you. Do let me know when you are next going to be passing through New York, so that I may have a chance for a visit with you. It seems unlikely that I shall be coming abroad, since my responsibilities are so firmly

entrenched right here.

All very best wishes.

Yours,



Mrs. Elizabeth Mann Borgese
Via Thomas Mann
Forte dei Marmi (Lucca)
Italia

Enc: statements

JS/cg



JOHN SCHAFFNER
LITERARY AGENT

425 EAST 51st STREET NEW YORK, N. Y. 10022

May 14, 1970

Dear Elisabeth,

I got a letter from you yesterday and one the day before that. I was about to answer the first one when your second one came in and along with it a check for \$ 330.00 from The Magazine of Fantasy and Science Fiction for the use of your story, TO WHOM IT MAY CONCERN in a college textbook entitled MODERN SATIRIC STORIES, which is to be published by Scott Foresman & Co. I enclose my check for \$ 27.00 to cover this sum, and it seems simpler to send it to you rather than to your bank account. I expect the publisher will send us copies of MODERN SATIRIC STORIES when it is published.

The payment I had previously made to your bank was for the royalty accounting from Holt, Rinehart & Winston on THE LANGUAGE BARRIER. As I was not sure where you were, it seemed wisest to write to you at Fiesole and so that is where I sent the statement from the publisher. I'm sure it will reach you in due course.

I have not yet been able to put my hands on the Albanian material, but I do think we have it here somewhere. As you know, I moved to this present office just about a year ago and shortly after the move, Tom Brady, who had been my faithful assistant since Hubert's death, left to go to work for - oddly enough! - Holt, Rinehart & Winston. Since his departure, I have had six different people working here and finally think I have found the right man. However, as a result of this succession of would-be helpers, things are not as well organized as they were under both Hubert and Tom. I rather think that Mr. Wehrli's manuscript and photographs were packed away by Tom when we made

the move and I think that I shall be able to locate them after a fairly drastic housecleaning, which I shall attempt before the end of the week. However, I did ~~what~~ to get this letter off in answer to yours without any delay. By the way, do you remember the name of the pseudonym we used for Mr. Wehrli on this material? I think that would help me get to the material quickly, as of course everything is filed alphabetically. At the moment I can't myself remember what name was used. In any case, I'll be writing you shortly to tell you whether we have these things or not. If we have, we'll send them off to Wehrli, and if we haven't, I shall certainly have some record of having passed them on back to you.

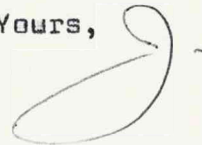
I'm glad you're making some progress on the book, though I do understand the problems, most particularly the psychological ones. We are going through some very difficult times, all of us. I think young people today are especially having a bad time of it.

At the risk of adding to your burdens, I wonder if you would not like to act on the enclosure from The Society of Authors Representatives. It really is important to get the copyright bill passed without further delay. I think you are a particularly appropriate person to write, not only in your own right, but as the daughter and as the widow of famous and distinguished authors.

I hope all is well with you personally. My family is growing and flourishing and each child seems to become more interesting as he grows older. I would love to have you meet them as they are today.

I shall write you again as soon as I can ascertain the whereabouts of the Wehrli material. Meantime, my fondest and best to you, as always.

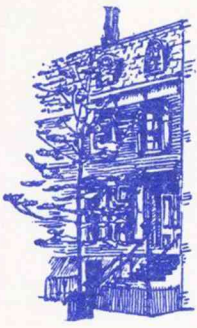
Yours,



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

Enc: bulletin

JS/cg



CABLE: SHAFFLIT

(212) MURRAY HILL 8-⁴⁷⁶³
4764

JOHN SCHAFFNER
LITERARY AGENT

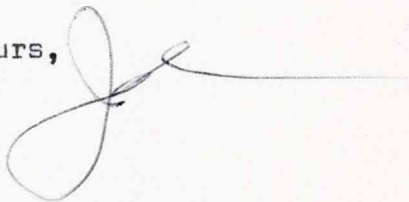
425 EAST 51ST STREET NEW YORK, N. Y. 10022

July 31, 1972

Dear Elisabeth:

It seems a very long time since we've been in touch. Since I have nothing but negative news to send you I fear my tendency is to avoid writing. However, I do have these royalty statements from Holt, Rinehart & Winston on THE LANGUAGE BARRIER showing a debit balance and also George Braziller's report on ASCENT OF WOMAN, likewise negative. Sometime back I tried to order a copy of THE LANGUAGE BARRIER from Holt and the result was this statement, cancelling my order, saying that no copies were available. It is depressing that the book was never reprinted and if there were any remaining copies that the publisher did not give us the opportunity to purchase them.

I know your mind is now on new and more important matters. I read of you constantly and feel very proud of what you are doing for the future of the world. I subscribe to the Center magazine, of course, and keep up with you in that way indirectly. I do hope that when you are next in the city you will spare me a bit of your time so that we can have a reunion and catch up on all of your activities. It would be lovely to see you. Meantime, all fond best wishes, as always.

Yours,


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

JS/vc

cc Geneva 8/4/72



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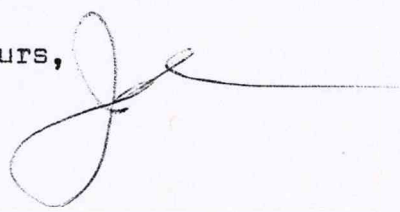
July 31, 1972

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Yours,



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

JS/vc

cc Geneva 8/4/72

ROYALTY STATEMENT

George Braziller, Inc.

ONE PARK AVENUE, NEW YORK, N.Y. 10016

AUTHOR
AGENT
ADDRESS

Mr. John Schaffner
312 East 53rd St.
New York, N.Y.

PERIOD ENDED **March 31, 1972**

DATE PAYABLE

DATE PUBLISHED **April 24, 1963**

TITLE: **Ascent of Woman**
by Elizabeth Mann Borgese

RETAIL PRICE \$ **5.00**

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29	BALANCE UNEARNED (TO BE DEDUCTED FROM NEXT STATEMENT - LINES 27 MINUS 10 AND 20)	927.59



HOLT, RINEHART AND WINSTON, INC.

PUBLISHERS

383 MADISON AVENUE • NEW YORK, N.Y. 10017

ROYALTY STATEMENT

1 JOHN SCHAFFNER AGT
FOR ELIZABETH MANN BORGESE
425 EAST 51ST ST
NEW YORK N Y

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	BAL AT 12/31/71			24.57-	

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