

July 7, 1978

Dodd, Mead & Company Inc.
79 Madison Avenue
New York, NY 10016

ATT: Ms. Catherine Wolters
Credit Manager

Dear Ms. Wolters:

Your shipping department informs us that the reason our February 27th, 1978 order for 25 copies of Pacem in Maribus was not honored was that under your instructions it was to be prepaid. Since this is a book in which we have the author's interests we are, you will understand, surprised that after having bought some 600 copies of this book and having paid all the required bills, we should now have to wait upward of four months for a delivery of books which we have offered, sold and are now obligated to fulfill.

Under the circumstances I'm afraid we will have to stop offering this book since we are not certain that we can fulfill the orders that our membership places with us.

We therefore are enclosing our check in the amount of \$80.00 for 10 copies of this book to be shipped to us immediately. You may bill us for shipping costs. We will have to discontinue offering this book but we do want to be able to fill the orders which we now have and that may be coming in from old promotions.

I am at a loss to understand why our credit has been discontinued; certainly every bill has been paid properly. I do not think you are serving us well as a customer and I dare say that this would also reflect on how you serve us as one of your authors.

Sincerely,

Peter Tagger
Secretary and Treasurer

cc: Jonathan Dodd
Elizabeth Borgese

August 1, 1973

Center for the Study of
Democratic Institutions

TO DODD, MEAD & COMPANY, Inc. Dr.
79 MADISON AVENUE • NEW YORK, N. Y. 10016

1973

Apr	26	Books purchased	311	15
"	"	" "	124	50
May	11	" "	339	70
"	"	" "	154	66
			930	01
Less:				
Aug	1	Royalties as per attached statement	605	81
		Amount due Dodd, Mead -	\$ 324	20

DODD, MEAD & COMPANY

79 MADISON AVENUE

NEW YORK, N. Y. 10016

Publishers Since 1839

Dear Author:

The manuscript(s) and/or related production material, including galley proofs, etc., for your book(s) entitled:

PACEM IN MARIBUS

is being mailed to you under separate cover.

Sincerely yours,

DODD, MEAD & COMPANY, Inc.



Vincent Scuro

DODD, MEAD & COMPANY

79 MADISON AVENUE

NEW YORK, N. Y. 10016

Publishers Since 1839

May 22, 1973

Dear Author:

We are currently holding the "dead matter"
from your book (s) entitled:

PACEM IN MARIBUS

This includes the original manuscript (s),
galley proofs, and other related production mate-
rials. If you would like this material returned
to you, let us know and we will gladly do so. If
we do not hear from you within three weeks, we will
assume that we have your permission to destroy it.

Sincerely yours,

DODD, MEAD & COMPANY, Inc.

Vincent Scuro

Vincent Scuro

Please send to us:

J. Muller for E.M. Bergen

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

May 8, 1973

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

Dear Mrs. Borgese:

My sincere apologies for the delay in replying to your letter of March 23rd concerning a follow-up volume to PACEM IN MARIBUS. The letter and proposal arrived while I was away from the office, it was passed along to Phelps Platt, who left for a two-week trip abroad without reaching a decision on the project, and it has only just recently arrived back at my desk. We have discussed the proposal in editorial meetings, and for a variety of reasons we do not feel we can take it on. Even if we had decided to contract for the book, there is no way we could publish the book until late fall of 1974. Since time is of the essence here, I do not think it would be fair to you to delay publication for that length of time.

Again, my apologies for not getting back to you sooner.

Sincerely,

DODD, MEAD & COMPANY, INC.


Jonathan Dodd

JD:ahs



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

EMB

May 3, 1973

Mr. S. Phelps Platt, Jr.
Dodd, Mead & Company
79 Madison Avenue
New York, New York

Dear Mr. Platt,

Thanks so much for your letter of April 27. Needless to say, we are delighted by your decision to refrain from charging us for the author's alterations. I think your decision was entirely appropriate, but we are nevertheless grateful.

Yours sincerely,

Barnard Norris
Editorial Director

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

April 27, 1973

OFFICE OF THE PRESIDENT


Mr. Barnard Norris
Editorial Director
The Center for the Study
of Democratic Institutions
Box 4068
Santa Barbara, Calif.
93103

Dear Mr. Norris:

Since receiving your letter of March 22 addressed to Mr. Jonathan Dodd, we have carefully studied the matter of the author's alteration bill for PACEM IN MARIBUS by Mrs. Borgese. To determine just who is responsible for the many changes made in proof form is an extremely difficult task, especially since the editor involved, Mr. Lipscomb, is no longer connected with Dodd, Mead. Under the circumstances, we feel the only sensible solution is for Dodd, Mead to assume this cost. We have therefore credited the amount due to the account.

Sincerely yours,

DODD, MEAD & COMPANY, Inc.


S. Phelps Platt, Jr.

SPP:fe

April 13, 1973.

Dodd, Mead and Co.

New York City, N.Y.

Gentlemen:

Please make immediately the following shipments:

(1) 20 (twenty) copies of PACEM IN MARIBUS to

Dr. Peter Dohrn
Stazione Zoologica
Villa Comunale
Naples Italy

(2) 50 (fifty) copies of PACEM IN MARIBUS to

Dr. Sidney Holt
International Ocean Institute
Royal University of Malta
Msida, Malta.

These copies should be either billed to me personally, with author's discount; or, preferably, they should not be billed; we would try to sell them at Naples and Malta, where International ocean conferences are taking place, and return to you any unsold copies.

Please let me know what is the routine way of handling this. In the meantime, however, please send the books immediately. The Naples conference starts on June 18; the Malta conference, on June 23; and surface mail is very slow. It would be a great pity if the books arrived late.

Looking forward to hearing from you in this matter,

Sincerely yours,

Elisabeth Mann Borgese.



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

March 23, 1973.

Mr. Jonathan Dodd
Dodd, Mead & Company, Inc.
79 Madison Avenue
New York, N.Y. 10016.

Dear Mr. Dodd:

While you still are having trouble sorting out matters about Pacem in Maribus, it is probably most inopportune for me to propose to you a follow up volume.

I'll do it anyway, because I am so powerfully convinced by the usefulness of such a volume. I also am a strong believer in continuity, and this concerns not only the substance of the work, but also the choice of the publisher. So I would like to offer the book to you before offering it to anybody else.

I am enclosing an outline, together with the letter I wrote to Tom Lipscome last November. Could you be so very kind as to give me a quick answer in principle? For, if it were negative, I would immediately look for another publisher; if it were positive, I would get to work!

With all good wishes,

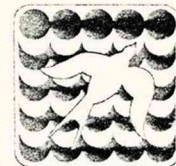
Sincerely yours,

Elisabeth Mann Borgese.

copy sent
Dodd

SH

DODD



Pacem in Maribus

The Secretary-General

Box 4068

Santa Barbara, California 93103

*General Badenas is advisor
to the Yugoslav Foreign Ministry.
Politically hot stuff.*

November 17, 1972.

Dear Tom:

Here it is. A hell of a lot of stuff. Altogether AT LEAST as good as Vol. I. Ritchie Calder and de Jouvenel alone are worth it. Then there are some excellent U.N. people, like Ambassador Galindo Pohl and Pardo. * Then there are some fairly elaborate "models" -- for the Mediterranean and for the Caribbean; and there are some quite new ideas and concepts, which are already beginning to make their impact on the people responsible for the Law of the Seas Conference in 1973 (the "regionalization" of the "patrimonial sea") (the ocean development tax).

Besides this I am a strong believer in continuity. It ^{takes} ~~needs~~ a big investment to get anything done! You know that, I need not tell you. A second ^{ed} big fat volume, same ~~format~~ format as the first, certainly would look MAGNIFICENT.

BUT we should get it out a year from now: December 1973, when the Law of the Seas Conference will actually be getting under way. I am sure that can be done.

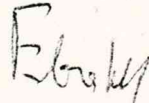
We are getting the stuff xeroxed -- in the QUITE raw. There will be a LOT of cutting and editing (with your help); there also may be some minor substitutions. And, of course, I have to write my own connecting tissue.

If you decide to go ahead -- and I hope and pray you will -- please make the contract just as last time, except

(1000)

it should be INTERNATIONAL OCEAN INSTITUTE instead of
CENTER. and I would like to have an advance of \$2,000.
All the best,

Yours as ever,



Elisabeth Mann Borgese.

P.S. Any luck with the Intellectual Digest and "Beyond Peace
and War"? I am doing a lot more work on that. It is growing
into quite some project.

THE TIDES OF CHANGE

Peace, Pollution, and Potential of the Oceans

PEACE --

The Twenty-Fifth General Assembly of the United Nations adopted a Treaty on the Prohibition of the Emplacement of Nuclear Weapons and Other Weapons of Mass Destruction on the Seabed and Ocean Floor and in the Subsoil Thereof. But the arms race in the oceans has been intensified since the signing of the Treaty. As land-based weapons systems are becoming more vulnerable to detection by satellites and high-flying spy planes, the second-strike potential of the superpowers is driven into hiding in the opaque depths of the seas. The military uses, the industrial uses, and the conservation of the oceans as a reservoir of life, are on a collision course. Constructive thinking is needed to prepare for a more rational order in the seas.

-- POLLUTION

Ninety-one nations have just adopted a Convention on the Dumping of Wastes at Sea. The Convention prohibits the dumping of radio-active materials, chemical and biological warfare agents, and most elements that find their way into the food chain. But the pollution of the oceans is going on apace. Ship-borne pollution constitutes but a minor part of the havoc man is wreaking from land, atmosphere and ocean floor. Systemic action is needed to cope with all aspects of the conservation and development of the marine environment. Or else, as Captain Cousteau observed, there'll be slow death everywhere underwater.

POTENTIAL --

The United Nations has called an International Conference on the Law of the Seas starting in 1973. The mandate of the conference is to establish a regime for the rational management of ocean environment and resources for the benefit of mankind as a whole. Only such a regime can realize the economic potential of the oceans. The food and energy resources available in the oceans under such a regime would substantially add to the wealth of the world community and all its members.

The tides act upon the earth; in the same way, the oceans are now acting upon the international system. The current emphasis in the international system on the disparity and insecurity of man is being gradually eroded by the tides of change. The new system, if man is to survive, must emphasize the harmony and cooperative potential of mankind. This system is being conceived in the oceans where the development of new technologies, the lure of new riches, and the threat of new ruin, have demanded its first realization. It is clear, however, that this realization will be an arduous labor demanding considerable energy and stamina.

The material collected in this book by the INTERNATIONAL OCEAN INSTITUTE (Pacem in Maribus) contribute; toward keeping the tides of change rolling in. It is on these tides that a new world order may emerge from the oceans, capable of providing all men with a decent quality of life.

THE TIDES OF CHANGE

Peace, Pollution, and Potential of the Oceans

edited by

Elisabeth Mann Borgese and David Krieger

Contents

I. Introduction	E. Borgese	(30)*
II. Economic Potential of the Oceans	E. Borgese	(5)
A. New Economic Dimensions of Ocean Space	B. de Jouvenel	(45)
B. Ocean Resources	R. Revelle	(7)
C. Economic Potential of Ocean Minerals	F. LaQue	(9)
D. An Ocean Development Tax	J. Eatwell	(50)
E. A Preferred Approach to International Regulation of the Exploitation of Deep Ocean Manganese Nodules	F. LaQue	(10)
F. Mater Omnium: Fusion Energy and Integrated Factories by the Sea	I. Kaplan	(38)
III. Arms Control and Disarmament	E. Borgese	(5)
A. Strategy for Disarmament of Ocean Space and Floor	E. Young	(19)
B. Prospects for Arms Control in the Oceans	S. Hirdman	(28)
C. An International multipurpose Surveillance System	B. Egge	(50)
D. A Legal Regime for Arms Control and Pollution Control in the Oceans	J. Craven	(14)
IV. The Mediterranean Sea	E. Borgese	(5)
A. The Mediterranean as a System	W. Murdoch, C. Onuf	(45)
B. Geographical Changes in the Population of the Mediterranean Coastal Areas: the Role of Urbanization and Tourism	A. Gonen	(19)

C. Pollution of the Mediterranean	Lord Ritchie Calder	(45)
D. Oil in the Mediterranean	Ente Nazionale Idro- carburi	(27)
E. Aerospace Technologies in the Mediterranean	L. Napolitano	(9)
F. The Mediterranean as a Peace Zone	B. Badurina	(25)
G. A Mediterranean Model	E. Borgese	(17)
V. The Caribbean	E. Borgese	(5)
A. Tourism and Caribbean Natural Resources	I. Goodbody	(13)
The Oil Potential of the Caribbean	K. Emery	(18)
C. The Management of Living Resources in the Caribbean and the Gulf of Mexico	G. Rodriguez	(15)
D. A Sea-Level Canal in Panama	I. Rubinoff	(18)
E. Research Needs in the Caribbean	M. Cerame-Vivas	(10)
F. Inadequacies of Existing Law	R. Rattray	(25)
G. Pacem in Maribus in the Caribbean Region	R. Galindo Pohl	(20)
H. A Caribbean Community for Ocean Development	D. Krieger	(42)
VI. Research and Training	E. Borgese	(5)
A. Conditions for Ocean Research	W. Wooster	(13)
B. Scientific Research in the Oceans	P. Fye	(8)
C. An International Sea Service	A Pardo	(37)
VII An Ocean Regime	E. Borgese	(5)
A. A Constitution for the Oceans	E. Borgese	(24)
B. Ocean Regime: a Pattern for the Future Framework of International Organization	L. Sohn	(8)

(Total rough pages)

(768)

* estimated rough pages

Dodd Mead

EMB

March 22, 1973

Mr. Jonathan Dodd
Dodd, Mead & Company, Inc.
79 Madison Avenue
New York, N. Y. 10016

Dear Mr. Dodd:

It was very good to chat with you on the phone Wednesday. I have long felt the need for a sympathetic ear at Dodd, Mead.

As I mentioned to you, I was very surprised to receive the attached. The bill itself contains a remarkable number of inaccuracies: we are located at Santa Barbara, not Santa Monica; the pertinent clause the bill should have cited is #9, not #10; and clause #9 limits the number of "free" author's corrections in entirely different terms from those quoted in the bill. These are perhaps petty points; I mention them principally because they typify the carelessness with which we were treated over the remarkably long period that Mrs. Borgese's book was in production.

Without reciting the whole history of our relationship with Mr. Lipscomb, I would like to mention some events that bear on our dissatisfaction with his performance:

Mrs. Borgese delivered her completed manuscript by the contract deadline of December 15; Dodd, Mead failed to publish the book within one year of that date (as it was contractually obliged to do); in fact, production took two years. The delay in publication undoubtedly had an adverse effect on sales, and hence on our royalties. Whether our loss in royalties was less than, equal to, or more than the attached bill is an open question.

On October 19, 1971, Mr. Lipscomb told us we should be getting galleys "in six weeks." The galleys did not arrive until May 11, 1972.

On April 7 Mr. Lipscomb's secretary attributed the delay in delivery of galleys to the fact that the footnotes were incorrectly numbered (it is noteworthy in regard to this point that Mr. Lipscomb had told Mrs. Borgese when she delivered the MS that she seemed to have done "everything we agreed upon")

Mr. Jonathan Dodd
New York, N. Y.

-2-

and that the copy editor did not catch this error until the work was in production. It seems to me clear that the copy editor was solely to blame for this and that he/she should have caught the errors before type was set.. Certainly, we should not have to pay any of the costs involved in correcting errors the copy editor overlooked.

I hope it is not necessary to go into further detail about the quality of service Mr. Lipscomb gave us. If, however, you should want more information I would be glad to send you copies of the rather one-sided correspondence I carried on with him in a vain effort to keep adequately informed on the progress of the book.

I'm quite sure that the above recital of woes will lead you to cancel the attached bill out of hand. If it does not I must insist quite adamantly that you furnish us complete documentation of the amount for which we are being billed. By "documentation" I mean we will need the original MS, the galleys, the page proofs (if they bear author's corrections) and the printer's bills. Further, we need to know which corrections were made with the approval and concurrence of Mr. Lipscomb in order to bring the book up-to-date - something that became necessary when Dodd, Mead failed to meet its contractual obligation to publish the work within one year of receipt of MS.

I hope that you will be able to straighten this matter out without difficulty and look forward to hearing from you. Incidentally, I am glad to be able to assure you again that should any copyright problems develop with PACEM IN MARIBUS we are confident we can settle them without difficulty.

Sincerely,

Barnard Norris
Editorial Director

Att.

BC: EMB ✓

October 5, 1972

Mr. Thomas H. Lipscomb
Editor in Chief
Dodd, Mead & Company
79 Madison Avenue
New York, N.Y. 10016

Dear Tom,

It was great to see you.

I am enclosing today a copy of "Beyond Peace and War."

Also enclosed is one of our typical fund-raising letters which gives you a fairly accurate picture of where we stand. Tell me whether you don't find the attachments rather impressive.

I am working on the outline for the new book and will get it off to you in a few days.

All the best,

Love,

Elisabeth Mann Borgese
Senior Fellow

Encls.

cc: Ray file
Polunin file

DODD MEAD

August 11, 1972

Mr. Thomas H. Lipscomb
Editor in Chief
Dodd, Mead & Company, Inc.
79 Madison Avenue
New York, N.Y. 10016

Dear Tom:

I understand we are going to have page proofs within about a week. This gives us time to make one correction, the omission of which might have catastrophic consequences.

On Carleton Ray's chapter "Ecology, Law, and the Marine Revolution," this title should be provided with an asterisk (*), and there should be a footnote at the bottom of the page which should read:

*The full text of this paper was first published in Biological Conservation, Vol. III, No 1, pages 7-17, October 1970.

I hope this will not be too upsetting. If you need me for any purpose, I am now at my office.

Are we still going to make it for Frankfurt?

Love,

Elisabeth Mann Borgese

EMB

DODD MEAD

August 2, 1972

Miss Margot Shields
Dodd, Mead & Company
79 Madison Avenue
New York, N. Y. 10016

Dear Miss Shields:

Thanks very much for your note of July 31. It is good to know what the situation is.

I don't at all understand your second paragraph; we received the galleys on May 11 and had them in the mail on May 29. You had told us we had two weeks to read them, and it does appear we were four days late in returning them. I don't understand, though, your statement that they were two weeks late. However, that - like the delay in receiving the galleys from you in the first place - is water over the dam. My interest now is in the publication date, and I will be most grateful if you will let me know just as soon as possible when you expect this to be.

Sincerely yours,

Barnard Norris
Editorial Director

CC: EMB

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

31 July 1972

Mr. Barnard Norris,
Editorial Director
The Center for the Study of
Democratic Institutions
Box 4068
Santa Barbara, California 93103

Dear Mr. Norris:

This is in reply to your letter of 27 July, but I'm afraid that the word is not particularly comforting.

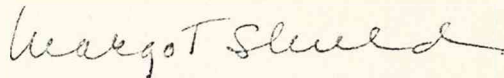
We received corrected galleys for PACEM IN MARIBUS on 4 June, more than two weeks late. They were due back in Production on 22 May.

There were extensive changes and additional copy on the galleys, all penned in Mme. Borgese's inimitable handwriting, and the entire first section was completely rearranged. This necessitated sending the galleys to our proofreader, to re-type the new copy and changes and otherwise clean up the galleys so that they would be acceptable to the printer.

I'm afraid it won't be possible for you to see page proofs, since they are customarily due back in Production within 24 hours of receipt. But having missed our deadline, we are at the mercy of the printer as to how soon he can get page proofs back to us. Because of the lateness of the galleys and the extensive make-up work on them, it is impossible for us to estimate pub date until we receive page proofs.

We will keep you informed as soon as there is something to tell you, i.e. when we receive page proofs.

Sincerely,



Margot Shields

August 11, 1972

Mr. Thomas H. Lipscomb
Editor in Chief
Dodd, Mead & Company, Inc.
79 Madison Avenue
New York, N.Y. 10016

Dear Tom:

I understand we are going to have page proofs within about a week. This gives us time to make one correction, the omission of which might have catastrophic consequences.

On Carleton Ray's chapter "Ecology, Law, and the Marine Revolution," this title should be provided with an asterisk (*), and there should be a footnote at the bottom of the page which should read:

*The full text of this paper was first published in Biological Conservation, Vol. III, No 1, pages 7-17, October 1970.

I hope this will not be too upsetting. If you need me for any purpose, I am now at my office.

Are we still going to make it for Frankfurt?

Love,

Elisabeth Mann Borgese

April 12, 1972

Miss Margot Shields
Dodd, Mead & Company, Inc.
79 Madison Avenue
New York, N. Y. 10016

Dear Miss Shields:

Thank you for your letter of April 7. I am sorry to hear of the difficulties you had with the copy, albeit somewhat puzzled as to why your copy editor did not catch the errors in footnote numbering long ago. I would have thought that this was one of a copy editor's principal functions.

In any case, I hope we can expect the galleys within the next few weeks, and that you will be able to publish the book in June or July as you suggest. Please do let me know if any further delay should develop.

Thanks for the balance of the royalty advance.

Sincerely yours,

CC: EMB

Barnard Norris
Editorial Director



DODD, MEAD & COMPANY, INC.

79 MADISON AVENUE, NEW YORK, N. Y. 10016

PUBLISHERS SINCE 1839

Telephone: (212) 685-6464

7 April 1972

Mr. Barnard Norris, Editorial Director
The Center for the Study of Democratic Institutions
Box 4068
Santa Barbara, California 93103

Dear Mr. Norris:

In answer to your letter of 30 March, we now expect to have galleys on PACEM IN MARIBUS for you on or before 1 May. The reason for our failure to deliver them by the 15 March date promised was not due to production delays at our end, but rather to the discovery that more than half of the footnotes were incorrectly numbered. This made it necessary for us to go through the entire manuscript once more, re-number the footnotes, and then re-type them.

If you will check your manuscript copy, you will note that in several chapters (chapter 1 being the most spectacular example) the footnotes are not consecutively numbered. Instead of using "Ibid" or "Op. cit." to refer to an already cited reference, your typist inserted the footnote number of the previously cited reference. Thus, in a single page, the footnotes might read as follows: 7, 8, 9, 3, 5, 10, 2, etc. etc. Unfortunately our copy editor didn't question this unique system of preparing footnotes, and this resulted in yet another maddening delay as we had to catch it in production.

We are making every effort to get galleys as soon as possible, and at this point we hope to be able to publish the book in June or July. We will keep you advised of its progress.

The check for your \$750 advance is enclosed.

Sincerely yours,

Margot Shields

Margot Shields for
Thomas H. Lipscomb,
Editor in Chief

mls

encl.

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

14 January 1971

Mrs. Madeline Marina
The Center for the Study of
Democratic Institutions
Post Office 4068
Santa Barbara, California 93103

Dear Mrs. Marina:

The enclosed contract is for Mrs. Borgese's signature and return to us. As soon as we receive the signed contract we will process the advance due to her.

Thanks for sending the pictures so promptly. I'll see that they are returned safely to you.

We received Elizabeth Young's manuscript in good order, although it was sent via regular mail and not "certified" as you had indicated.

Sincerely,



(Miss) Margot Shields
for Thomas H. Lipscomb,
Editor in Chief

mls

enclosure

EMS
sent
certified
MA



DODD, MEAD & COMPANY, INC.

79 MADISON AVENUE, NEW YORK, N. Y. 10016

PUBLISHERS SINCE 1839

Telephone: (212) 685-6464

January 8, 1971

Mrs. Elisabeth Mann Borgese
c/o The Center for the Study of
Democratic Institutions
P.O. Box 4068
Santa Barbara, California 93103

Dear Mrs. Borgese:

Welcome to the Dodd, Mead list!

We are all very excited about your book, *PACEM IN MARIBUS*, and look forward to its publication. I would like to start your publicity folder now, and to do this, I'd appreciate it if you would fill out the enclosed biographical questionnaire (you need only fill in those parts you feel are applicable to your book).

Because of frequent newspaper requests for illustrative material, we would like to receive a photograph of you. Please let me know if you do not have one on hand (a snapshot will be fine).

Please feel free to give me any special publicity suggestions you might have (either now or closer to publication).

I look forward to meeting you and to working on the publicity for your book.

Sincerely,

Kay E. Radtke
Kay E. Radtke
Director of Publicity

*sent 1/19/71
bio + form*



DODD, MEAD & COMPANY, INC.

79 MADISON AVENUE, NEW YORK, N. Y. 10016

PUBLISHERS SINCE 1839

Telephone: (212) 685-6464

6 January 1971

*Follow copy of
0701*

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

Dear Mrs. Borgese:

Will you please send us a photograph of yourself suitable for use on the back flap of the jacket for PACEM IN MARIBUS.

If you have them, please send us several photographs to choose from and we'll return the others to you.

The jacket will be going on the presses within the next few weeks, so we'd appreciate your prompt attention to this.

Thank you!

Sincerely,

Margot Shields

(Miss) Margot Shields
for Thomas H. Lipscomb,
Editor in Chief

mls

EMB

March 30, 1972

Mr. Thomas H. Lipscomb
Editor in Chief
Dodd, Mead & Company
79 Madison Avenue
New York, N. Y. 10016

Dear Mr. Lipscomb:

In view of Dodd, Mead's past performance I cannot say that I was surprised by your failure to get galleys of PACEM IN MARIBUS to us by the March 15 date you had earlier given me, but certainly I was distressed.

You will recall that at our meeting in January we agreed that it would be desirable if you or your staff would answer the questions I might pose to you regarding this book. I hope you still feel this policy is a desirable one, and that you will not hesitate to get word to me as to when we can now expect the galleys.

I would also like to know if you have had to set your publication date forward or if you are still planning on a pub date in May.

One question that remains unanswered from last November is that of the \$750 that represents 50% of our advance and that was due us upon receipt by you of an acceptable MS. Please do let me know when we can expect a check in this amount.

I hope I can expect to hear from you or Miss Shields within the week.

Sincerely yours,

BD: EMB ✓

Barnard Norris
Editorial Director

P.S. Spare me the trouble of referring to our file room by letting me know if Dodd, Mead makes the usual commitment in the contract to publish within one year of receiving MS. If there is such a commitment, I would also like to know what remedy we can hope for should Dodd, Mead fail to meet its commitment.

EMB

November 17, 1971

Mr. Thomas H. Lipscomb
Editor in Chief
Dodd, Mead & Company
79 Madison Avenue
New York, N. Y. 10016

Dear Mr. Lipscomb:

As the newly installed Editorial Director here at the Center, I am charged, among other things, with supervising execution of contracts we have with publishers. I note we have a contract with you for the publication of Elisabeth Borgese's *PACEM IN MARIBUS*. When we last heard from you (on October 19) you indicated we could expect galleys in six weeks, i.e. November 30. Is there no way to rush things along a bit? The delay in publication is most distressing and I would like to feel everything possible was being done to make up for time already lost.

In the year since the contract was signed we have discovered that we have a very ready market for such books in our membership of some 100,000. We would like to explore the possibility of offering *PACEM IN MARIBUS* to our membership if we could count on getting the copies from you at a healthy discount. I would like to suggest that we amend our contract so that the phrase "provided they are not for resale" was deleted from the provision that allows us to buy author's copies. I hope you will feel that such a change would not work to your disadvantage.

Incidentally, the contract provides that \$750 would be advanced to us on signature of the contract and an additional \$750 on receipt by you of an acceptable MS. Our records indicate that we have received only the first payment. Could you check on what is delaying the second, please?

I look forward to working with you on this book.

Sincerely,

CC: E. M. Borgese ✓

Barnard Norris
Editorial Director

October 5, 1971

Mr. Tom Lipscomb
Dodd, Mead & Company
79 Madison Avenue
New York, New York 10016

Dear Tom:

I am dismayed about the delay in the publication of the Pacem In Maribus volume. What happened? Why do you never communicate?

I now have first-rate material for a second volume. But it is distressing that the first volume still is not out.

Would you be interested in the second volume? Please let me know at once because I have an offer from a publisher in Switzerland, but, as far as the anthology is concerned, I would like to give you a first chance.

The second volume would be much like the first in format. Reports, excellent working papers (including Ritchie-Calder's monograph on the pollution of the Mediterranean and a fabulously good paper by Bertrand de Jouvenel).

I have tried to call you on various occasions and left messages, but there seemed to be no way of getting in touch with you.

So please write.

Yours as ever,

Elisabeth Mann Borgese

February 11, 1971

Mr. Thomas Lipscomb
Dodd, Mead & Company
79 Madison Avenue
New York, New York 10016

Dear Tom:

I wonder whether the Appendix has already been set up and typed. We have just finished a very constructive meeting on models of the seabed treaty and Professor Louis Sohn made a number of very precise and useful suggestions for small changes in my text. If these could still be taken care of, if necessary even in the galleys, but better before, it would be extremely useful and improve the quality of the book.

Please let me know. With all good wishes,

Love,

Elisabeth Mann Borgese

~~HSA~~
EMB

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

Dictated from Frankfurt
19 October 1971

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

Dear Elisabeth:

We haven't forgotten you. It was only that so many things have gone into production over a period of eight months, and so many projects were going on that given the production problems in PACEM IN MARIBUS, we had to postpone the book until this fall. The book is now in production, and you should be getting galleys on it in six weeks. Once you get the galleys, we will be right down to the wire; and I think you will be very impressed with the finished book.

I've had some interest from a German and British publisher, which I plan to explore in Frankfurt, and I have also heard that Bompiani is interested in it. I wonder if they publish your fictional work? Anyway, cheer up, I think you will find when you get the galleys that some of the problems in the adjudications of conflicting materials made in order to get the drastically cut version of PACEM IN MARIBUS papers ready for the printer, have been solved.

Best regards,



Thomas H. Lipscomb
Editor in Chief

mls

(dictated by Mr. Lipscomb & transcribed in his absence)



DODD, MEAD & COMPANY, INC.

79 MADISON AVENUE, NEW YORK, N. Y. 10016

PUBLISHERS SINCE 1839

Telephone: (212) 685-6464

10 March 1971

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

Dear Elisabeth:

Thank you for your notes and the sure knowledge that you have returned again to the States in time for the bombing of the Capitol and assorted other American antics in anticipation of spring.

I just bought a copy of THE LETTERS OF THOMAS MANN to further complete my Mann library and found it most engaging. I thought you would be amused if you have seen a copy to find yourself continually referred to, both in the book and in captions of photographs which have appeared in various reviews, as by far the most charming and attractive of the Mann children. Being somewhat prejudiced I can't imagine anyone much more charming than you, but I had to chuckle to think that there might be any question about it.

I look forward to receiving your friend's book which was published by Longanesi. I have the highest respect for Longanesi as a publishing company, and any time they take on something of serious interest it is generally of international importance.

Finally, we have been awaiting your return to finalize work on the manuscript of PACEM IN MARIBUS. We have finally received the Piccard Introduction, and if you would like to make some changes in the Appendix such as you suggest in your letter of 11 February, I didn't see any reason why they can't be included. I hope you'll be coming out to New York soon, or at any rate that we can finish this up within the next several weeks.

Love,

Thomas H. Lipscomb
Editor in Chief

mls

March 8, 1971

Mr. Thomas Lipscomb
Dodd, Mead & Company
79 Madison Avenue
New York, New York 10016

Dear Tom:

The enclosed letter from Francis T. Christy is self-explanatory. Please take care of this.

I am leaving for Europe March 22, and would like to read the proofs and make the changes I indicated in the Appendix before then. If this is not possible, I will return to Santa Barbara on April 8th.

With all good wishes,

Sincerely yours,

Elisabeth Mann Borgese
Secretary General
Pacem In Maribus

enc.

February 19, 1971

Mr. Thomas Lipscomb
Dodd, Mead and Company
79 Madison Avenue
New York, New York 10016

Dear Tom:

I am still waiting to hear from you regarding the Appendix to Pacem In Maribus.

Today I have something else to suggest. I just received a book from an English-Italian journalist, Peter Tumiati, on OIL and the relations between the European oil companies and the Arabs. The book is being published in Italy by Longanesi and it is going to be sensational.

Peter Tumiati is half-Italian and half-English and has been for many years the Italian correspondent for the Financial Times (London). He is very clever. If you are interested in the book I am sure he can translate it himself.

I am sending you the book under separate cover. If you are not interested, please return it to me. You are the first one I am offering it to.

Love,

Elisabeth Mann Borgese

January 22, 1971

Mr. Thomas H. Lipscomb
Executive Editor
Dodd, Mead & Co.
79 Madison Avenue
New York, New York 10016

Dear Tom:

Since the Center is the owner of the rights to Pacem in Maribus, and will receive the royalties, I altered the contract to make the agreement direct. This will relieve Elisabeth Borgese of any possibility of tax liability.

Otherwise, everything looks fine.

Regards,

Harry S. Ashmore
President

Enclosure

CC: Gary Cadenhead
Elisabeth Borgese ✓

Agreement

BETWEEN

AND

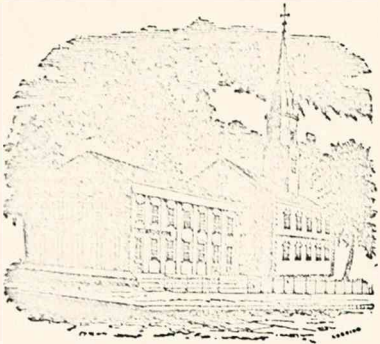
Dodd, Mead & Company
INC.

FOR THE PUBLICATION OF



Agreement made this 30th day of November 19 70

by and between ~~XXXXXXXXXXXXXXXXXXXX~~
The Center for the Study of Democratic Institutions *HSA*
of c/o ^{Harry S. Ashmore, President} The Center for the Study of Democratic Institutions *HSA*
Post Office Box 4068, Santa Barbara, California 93103



Moses W. Dodd, founder of Dodd, Mead & Company, opened his first office in the Brick Church Chapel in New York City, near the present City Hall, in 1839.

hereinafter termed the Author (hereinafter also referred to as "he") of the one part, and DODD, MEAD & COMPANY, Inc., of the City of New York, hereinafter termed the Publishers, of the other part.

Whereas, the Author is Proprietor of the literary work at present entitled

PACEM IN MARIBUS

A nonfiction work consisting of approximately 125,000 words

which work the Publishers agree to publish on the terms and conditions hereinafter appearing and for valuable considerations by each to the other paid, it is hereby agreed between the Author and the Publishers as follows:

AUTHOR'S GRANT. 1. In consideration of the stipulations and covenants of the respective parties hereto, the Author hereby grants to the Publishers and their successors, representatives, and assigns, the sole and exclusive right of printing, publishing, and selling in book form the above work in the United States of America and its Dependencies, also Canada and the Philippine Islands, during the full term of copyright and all renewals thereof, and also grants to the Publishers the right to license publication in book form in Great Britain and other foreign countries. The Publishers shall have the right to sell in territories outside of the United States and its Dependencies and the British Commonwealth their editions of said work, as well as those leased by them to other publishers; also the right to sell in this territory any other rights in said work which they control under this agreement.

AUTHOR'S GUARANTEE. 2. The Author guarantees to the Publishers that the work has not heretofore been published in book form, that he is the legal Author and sole proprietor of said work, and that the said work is in no way whatsoever a violation of any copyright belonging to any other party, and that it contains nothing of an objectionable or libelous character, and that he and his legal representatives shall and will hold harmless and keep indemnified the Publishers from all suits and all manner of claims, proceedings, and expenses, including their attorneys' fees, which may be taken or incurred on the ground that the said work is such violation, or contains anything objectionable or libelous or otherwise unlawful. The Author undertakes for himself, his heirs, and assigns to execute at any time, on request of the Publishers, any document or documents to confirm or continue any of the rights defined herein, and to take all proceedings necessary to enforce the copyright in the United States and elsewhere. The Author shall not, without the consent of the Publishers, publish any abridged or other edition of the said work or any book of a similar or competing character.

DELIVERY OF COPY FOR PRINTING. 3. The Author agrees to deliver to the Publishers on or before the 15th day of December, 19 70, a copy of the manuscript, complete and ready for press. If delivered in such condition that editing is required, such editing is to be done at the Author's expense. If the Author fails to deliver the manuscript within the specified time, unless extended by the Publishers, they may decline to publish the work and recover any and all amounts which may have been advanced to the Author, but the Author shall not be free to cause its publication elsewhere until he shall have re-offered it to the Publishers on the terms of this Agreement.

NOTICE OF FOREIGN PUBLICATION. 4. If the Publishers do not control foreign rights under this agreement (see Clause 1) then the Author agrees to give the Publishers notice in writing of the first publication in any foreign country in ample time to enable the Publishers to comply with the provisions of the Copyright Law of the United States, in order to protect their own interests and those of the Author.

INSURANCE. 5. The Publishers shall exercise the same care of any manuscripts, illustrations, or other similar property belonging to the Author in their hands under this agreement as they take of their own. They shall be responsible for its safety from fire or water or loss only to such an amount (if any) as the Author shall request them in writing to keep it insured for at his expense.

TERMINATION. 6. If at any time during the continuance of this Agreement the work shall be out of print in all editions and if, in the opinion of the Publishers, no further markets can be found for the work, the Author shall have the right to buy from the Publishers all copies (if any) on hand at the cost of manufacture and the plates and engravings of illustrations (if in existence) at one-half their cost to the Publishers, including the composition. This Agreement will then terminate, and the publishing rights will revert to the Author.

AUTHOR'S COPIES. 7. The Author shall be entitled to receive on publication ten free copies of the work, and shall have the right to purchase further copies for personal use at a discount of 50% from the published price, provided they are not for resale. Payment for such copies shall be made by him within thirty (30) days from date of invoice therefor.

COPYRIGHT AND AGREEMENT TO PUBLISH. 8. The Publishers agree to copyright the said work in the United States in the name of the Author and to take all the usual precautions to protect said copyright. The Author shall notify the Publishers promptly of any arrangement that he may make for publication of said work, or any part thereof, prior to book publication. If any copyright is registered prior to book publication, the Author shall give the Publishers the date of said copyright and provide a suitable assignment certified by the Register of Copyrights. The Publishers shall also have the right to effect any renewals of copyright provided by law and the right to any assistance from the Author or his executors, heirs, assigns, or next of kin, essential thereto. The Publishers also agree to publish and place the said work on sale within twelve months after receipt by them of the finally revised manuscript.

PUBLICATION DETAILS AND CORRECTIONS IN PROOFS. 9. All details as to the style, time, and manner of production, of price, publication, and advertisement, and the number and distribution of free copies, shall be left to the discretion of the Publishers, who shall bear all expenses of production, publication, and advertisement. The Author agrees to deliver to the Publishers final revised copy satisfactory to them in content and form and ready to print from; and if changes therefrom are made at the Author's request, the cost of such changes shall be divided equally between the Author and the Publishers, but in no case shall the Publishers' share exceed \$50.00 except by mutual consent. The Author agrees to secure permission for any quoted material and to pay all fees or royalties for its use. If an index is required for said work, or a revision after original publication, it shall be prepared by or at the expense of the Author and such editorial expenses charged to his royalty account, but the Publishers shall not be obligated to bring out a revised edition.

U. S. BOOK ROYALTIES. 10. The Publishers shall pay to the Author on all copies sold (less returns) within the geographical limits of the United States and subject to full royalty, a royalty of **ten.....** per cent of the published retail list price of the regular edition in hard bound form **on the first 5,000 copies; twelve and one-half percent (12.5%) on the next 5,000 copies; and fifteen percent (15%) thereafter; with an advance of Fifteen Hundred Dollars (\$1,500) on account of all earnings under the terms of this agreement, payable Seven Hundred and Fifty Dollars (\$750) on signing thereof and Seven Hundred and Fifty Dollars (\$750) on delivery of a manuscript acceptable to the Publishers in form and content.**

(a) Where editions manufactured at the expense of the purchaser are sold to any Book Club, or similar organization, the Publishers shall pay the Author one-half of the net amount received by them therefor.

(b) Where the discount to wholesale or retail distributors or booksellers in the U. S. A. is 48% on the sale of 250 copies or more the royalty shall be 2% less than the rates stated in the above; and with each additional 1% in discount the royalty shall be further reduced by an additional one-half of one per cent. In no case, however, shall the royalty be less than one-half the royalty stipulated in Clause 10.

(c) When copies are sold at special discounts of 50% or more from the retail price in the form of sheets, or as bound books, outside of regular trade channels, a royalty of 10% shall be paid on the net sum actually received by the Publishers.

(d) In order to keep the work in print and circulation as long as possible, the Author agrees to accept a royalty of one-half the last prevailing rate on printings of 2000 or fewer copies which are made one year or more after publication. If, however, the trade sales from such reprint exceed 750 copies in any six months' accounting period, the royalty on these sales shall be reinstated to the original contractual rate.

(e) If a revised edition is published, the royalty percentages shall return to the original scale.

(f) Sales made at a loss, such as damaged and imperfect copies sold for clearance, overstock, or remainders sold below or near the cost of production, or salesmen's samples, editorial review copies, or copies otherwise used to promote the sale of the book, shall not be subject to payment of royalties by the Publishers to the Author.

(g) The Publishers' responsibility for payment of royalties specified in this agreement shall cease on the termination of the copyright, at which time the book goes into the public domain.

FOREIGN ROYALTIES. 11. On copies of the said work sold by the Publishers for export to foreign countries, including Canada and the Philippine Islands, and the Dependencies of the United States proper, either in sheets or bound, whether for publication over the Publishers' own imprint, or over the imprint of another publisher, the royalty of 10% shall be calculated on the sums actually received by the Publishers and not on the regular retail selling price. If the Publishers arrange for independent foreign publication in the English language on a royalty basis, or for an outright fee, they shall pay to the Author **50%** of the net proceeds of said sales. If the Publishers do not control English rights, the Author agrees to inform the Publishers when these rights are sold. If no such notice has been received within six months after publication, the Publishers shall have the right to sell copies of the American edition in Great Britain and throughout the British Commonwealth.

CHEAP EDITION. 12. One year from date of publication of the work the Publishers may publish a cheap edition of said work, and if such cheap edition shall be published at less than one-half of the original price, they shall pay to the Author **7%** of the retail price of each copy sold. The Publishers shall have the right to lease the work to a cheap edition publisher or textbook publisher and they shall pay the Author one-half of the amount received from the reprint publisher. After its receipt by the Publishers, the Author's share of any advance payment or guarantee, less any outstanding charges to his account, shall be paid to him on demand either in installments or in full. Otherwise payment shall be made as provided in Clause 15. Copies of the regular edition remaining unsold in the hands of the booksellers on publication of such cheap editions shall be subject to the cheap edition royalty, provided the Publishers are obliged to grant credits or rebates to booksellers.

USE OF SELECTIONS. 13. After the book has been published, and provided previous serialization permits, the Publishers may publish or permit others to publish any selections, digests, abridgements, adaptations, serializations, syndications, picturizations, including comic books, and mechanical, visual, and sound reproductions or recordings they think proper, or any other derivatives from all or any part of the work, direct or indirect, whether now in being or subsequently developed which can be used for presentation for remuneration. Proceeds from sales of any such rights shall be equally divided between the Author and the Publishers. The Publishers shall also have the right to grant the free use of the work for transcription into Braille, or recording for the blind, or for other strictly charitable purposes.

PAYMENTS AGAINST ALL EARNINGS. 14. All payments made by the Publishers to the Author under the terms of this agreement shall be chargeable against and recoverable from any or all monies accruing to the Author from the book or books covered by this contract.

ACCOUNTINGS. 15. On or before the first day of May and November of each year the Publishers shall render to the Author a statement of the number of copies sold and subject to royalty, and then shall make payment for these royalties, subject to adjustment for returns, and for all other earnings under this contract accrued during the six calendar months preceding February first and August first, respectively; but whenever the semi-annual amount due falls below \$50.00, accountings will be made on an annual basis and rendered on the first day of November of each year.

OTHER RIGHTS. 16. The Publishers shall have the exclusive right to arrange in behalf of the Author for the sale of the following other rights, and if these rights are sold, the net proceeds shall be divided between the Author and Publishers as follows: First Serial, 90% to the Author, 10% to the Publishers; Dramatic, Radio Broadcasting, Television and Motion Picture rights, 90% to the Author, 10% to the Publishers; Translation rights, 50% to the Author, 50% to the Publishers. It may be necessary to employ agents to make certain of these sales, and the commissions paid to such agents shall be deducted first before the proceeds are divided between the Author and the Publishers.

~~**OPTION.** 17. In consideration of this Agreement, the Author agrees to make the first offer of his next two full-length to the Publishers on terms to be arranged.~~

~~But failure to exercise their option within sixty days after receipt by the Publishers of the complete and final manuscript of the first of these optional books shall terminate further option by the Publishers.~~

ASSIGNMENT. 18. This agreement and the interest, property, and liabilities of either party under it may be assigned but only in entirety and shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the Author and upon and to the successors and assigns of the Publishers. No assignment shall be valid without due evidence thereof in writing.

DODD, MEAD & COMPANY, INC.

By
Publisher's Authorized Signature

Harry S. Ashmun

President
Center for the Study of
Democratic Institutions

.....
Author's Signature
I am a citizen of USA
(Country)

My Social Security Number is

(This information is requested by the Treasury
Department for tax purposes.)

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

6 January 1971

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

Dear Elisabeth:

Your manuscript arrived on time and I've gone through it and checked it over, and you seem to have done everything we'd agreed upon. It would be in shape for publication except that as we feared, it's running around 670 pages, which is a good deal too long. I'm going to have to do some more internal cutting, but I will readjust footnotes and the like so that the seam should be fairly invisible.

I also think it best to delete the comments to the Appendix and let it stand on its own. I think your proposal is clear enough and there really isn't any point in running the comments as they presently stand. I thought we had agreed that you would cut these down to the most pertinent areas, but evidently you ran out of time -- which is something I can certainly understand considering that you've only been back in the country for a few weeks and must leave again. So I'm going to put the MS into copyediting and get it into production so that we can make our Spring date for the book.

I would like to know when you think Jacques Piccard's preface will arrive, since we will need it in about three weeks.

Best regards,



Thomas H. Lipscomb
Editor in Chief

mls



DODD, MEAD & COMPANY, INC.

79 MADISON AVENUE, NEW YORK, N. Y. 10016

PUBLISHERS SINCE 1839

Telephone: (212) 685-6464

13 November 1970

Miss Madeline Marina
The Center for the Study of Democratic Institutions
Post Office Box 4068
Santa Barbara, California 93103

Dear Miss Marina:

I am returning, according to Mrs. Borgese's instructions, the completed manuscript for PACEM IN MARIBUS as we have cut and edited it. You will see from the enclosed Table of Contents what the skeletal outlines of the book are.

While Mrs. Borgese is in Europe there is much that you can do to get the book ready, so that on her return she can have it back to us in 2-3 days, as she plans:

(1) You should get a research assistant to realign the footnotes. For example, one of Mrs. Borgese's cuts of 2-3 pages in the middle of an article which contains several footnotes will throw the order of the footnotes remaining completely out of alignment. Example: The remaining footnotes may be 1, 2, 3, 4, 21, 22, and 23; the missing footnotes, of course, refer to matter which has been cut. These should be realigned to read: 1, 2, 3, 4, 5, 6, 7. This realignment should be done at the end of each chapter and also in the text itself.

(2) Footnotes which appear at the bottom of pages, as do some of the manuscript in its present organization, such as Robin & Frances Murray's article, must be retyped so that they look like those at the end of Milton Schaefer's article. In all cases in the manuscript where footnotes appear at the bottom of the manuscript, realign them into the form I just mentioned. I think you will find this necessary only in the case of a few chapters, but go through it all and make sure you catch everything.

You will, of course, find it easier to realign footnotes first and then retype them in this order.

You should also organize in the order of their appearance in the volume all biographies for each author, such as the one which appears in the OCEAN ENTERPRISES paper the Center put out. This is just 2 or 3 lines on each author, but each one should be typed on a separate piece of paper.

(continued next page)

Miss Madeline Marina
The Center for the Study of Democratic Institutions

-2-

(3) Xerox a copy of the entire manuscript. We will turn the xeroxed copy in to the printer, so it needs to be clear and legible, with all cuts clearly indicated. Page numbers should appear on only one side of the page, as opposed to appearing on both sides as they do on many pages in this version. You should have over 550 pages of xeroxed manuscript to send off to us when Mrs. Borgese completes her editing.

* * *

All of this must be done before Mrs. Borgese's arrival, on 29 November, or we will fall very much behind schedule because it will be impossible for her to do the little amount which remains for her to do unless these changes and corrections are made.

So, it's up to you to have the manuscript in xerox form, organized as I've indicated, awaiting her return. Once you've organized it in this form, you should then re-number all the pages of the manuscript, lining out the old numbers.

I think you will have your hands full here, but you will play a major role in the assemblage of this important work.

Sincerely yours,



Thomas H. Lipscomb
Editor in Chief

mls

enclosures

P.S. Chapter titles will of course be changed, later.

January 6, 1971

Mr. Tom Lipscomb
Editor in Chief
Dodd, Mead and Company, Inc.
79 Madison Avenue
New York, New York 10016

Dear Mr. Lipscomb:

You will be receiving a few different photos of Elisabeth Borgese in the next few days.

Also under separate cover via certified mail, you'll get Elizabeth Young's manuscript changes. In a covering handwritten note, which I can barely read, Mrs. Young says: "I've done a bit of local improvement -- minor updating and such; and _____ a short new beginning, so as to tie up the argument a little tighter. It doesn't, with some internal cuts, affect the length, I think. It would be better to have both tables in, one for the movement shown, the other for the _____ at sea. Table II should be printed whole, as now stuck together. I'd like to see proofs if possible."

Enclosed is a copy of Jacques Piccaard's introduction. I'll try to send you a translation as soon as I can. Also enclosed is a copy of Frank LaQue's letter with the changes he wants in his section.

I may have some more things to send you in the next day or so.

Sincerely yours,

Madeline C. Marina

DODD, MEAD & COMPANY
79 MADISON AVENUE · NEW YORK, N. Y. 10016
PUBLISHERS SINCE 1839

14 July 1970

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

Dear Mrs. Borgese:

It was kind of you to write so quickly after what must have been a strenuous Maltese conference. Since I will not be able to get back to the PACEM IN MARIBUS materials for another two weeks, I thought I might at least reply to some of the points raised in your letter.

First of all, as a friend of the Center, I would hope you will seek foundation financing for the publication of the complete PIM material. This should not conflict with a trade edition, as long as it appears six months after trade publication. I hope to be able to publish in January.

With regard to your projected changes in my proposed Table of Contents, I will certainly read carefully the passages you indicated. I was primarily looking for clear presentation and lack of duplication the first time through. It was also evident that length was a terrible problem. So the addition of the Draft Statute and the other sections you suggest concern me primarily because of length. Of course, good material must always be used, but I would like your thoughts on how to cut the book in order to make the insertions you enclose. Could you give me an idea of the length of the additions you propose?

I would also want you to write a general introduction to the work, and a two or three-page head note by you to each of the sections of the book, defining their scope and the contributions contained. This will hold the book together and also make more evident your own distinguished role as anima mari.

So let me know on these points, and in about two weeks I will give you a textual evaluation on the basis of your suggestions. Then we should be able to agree on a final table of contents. I will look forward to your reply.

Sincerely yours,



Thomas H. Lipscomb
Executive Editor

mls

July 28, 1970.

Mr. Thomas H. Lipscomb
Executive Editor
Dodd, Mead and Co.
70 Madison Avenue
New York, N.Y. 10018.

Dear Mr. Lipscomb:

Sorry for the delay in answering your letter of July 14. I have been completely drowned in the Malta proceedings which ought to be ready before the end of July....

This also explains that I have not made an exact word-count of the pieces I suggested. I don't think, however, they make a very substantial addition as I have suggested to cancel certain other pieces. The Draft Statute only runs a few pages. If we run over, I think it would be better to try to cut and condense the pieces we select than to leave them out. But we'll see how you feel about it.

This letter probably will cross with one of yours, and I am looking forward to hearing from you.

Yours cordially,

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

Forte dei Marmi, July 10, 1970.

Mr. Thomas H. Lipscomb
Executive Editor
Dodd, Mead and Company
79 Madison Avenue
New York, N.Y. 10016
U.S.A.

Dear Mr. Lipscomb:

Harry Ashmore showed me your letter of June 23. Needless to say, I am quite enthusiastic about your project, provided it does not preclude publication, or semi-publication of the complete material in a number of volumes which we hope to realize with the help of some foundation on a noncommercial basis, for distribution among experts, research institutes, Ministries of Foreign Affairs (many of these have already requested complete sets). Such a distribution, obviously, would not conflict with your project.

I like the way you have organized the table of contents, and should like to suggest only a few variants, utilizing what I think was the most original part of our research. Without changing the structure of your projected volume, it might be possible to include some of the best material included in our Center Occasional Paper: OCEAN ENTERPRISES.

I. DEVELOPING THE SEA FRONTIER (Planning and Development in the Oceans).

1. Milner B. Schaefer: excellent.
2. Kasahara: excellent.
3. I think you should use LaQue from the ENTERPRISE volume here. His research is completely original. His figures are startling -- and his information is hot, in view of the fact that commercial exploitation of the nodules will start sooner than he thinks: according to recent information, certainly by 1975.

Mr. Thomas H. Lipscomb

July 10, 1970.

4. I would prefer to replace Ehrenreich with Wenk, from the ENTERPRISE volume.
- II. I would prefer the ECOLOGY section before THE EMERGING OCEAN REGIME: considering that ecology must be the basis of the emerging law.

1. Carleton Ray: excellent (special permission will be needed as this piece was not originally written for us).
2. Bengt Lundholm: excellent (I may get a more complete piece on pollution by Dr. Oscar Schachter).

(I would not include Bryk and Connell.)

3. Norton Ginsberg: The Lure of Tidewater
4. Atmospheric Control and the Ocean Regime by Wendell A. and Brooke D. Mordy.
5. Wooster
6. Calder
7. King

(Andrassy and Dupuy are very good, but quite legal.)

III. THE EMERGING OCEAN REGIME

(Pavicevic, though very good, will be largely outdated by the time this goes to press).

The most original aspects of our research are two: on the Common Heritage of Mankind. Here I would like to see three pieces: Djordjevic (which needs a terrible amount of editing, but it is of absolutely basic importance; Francis Christy; and a third piece, which was presented at the Malta Convocation and is not part of the preparatory conferences: Künzli, SCIENCE AS THE COMMON PROPERTY OF MANKIND.

Mr. Thomas H. Lipscomb

July 10, 1970.

Thus:

1. Djordjevic
2. Christy
3. Künzli.

The second subsection of this section would deal with the search for models. Here the most important pieces are Martinez Cabanas, Scheingold, and Evenson.

4. Martinez Cabanas
5. Scheingold
6. Evenson.

The pieces on the limits of national jurisdiction are all a little bit outdated by the Nixon proposal. You might put either Henkin or Alexander at the beginning of Section III (Alexander would be useful because of his charts); either author should be asked to bring it up to date, in the light of the Nixon declaration; and you might close the section with Amerasinghe, to have a political conclusion. He too, however, should be asked to bring his piece up to date, after the meeting of the Sea-Bed Committee in August (in Geneva). I think this would be an excellent and very substantial section.

IV. PACEM IN MARIBUS.

Everything fine. You might want to replace Torgil Wulff with the address Mrs. Alva Myrdal delivered at the opening session in Malta. More glamorous.

The most original piece of research, ^{in the section} by far, is the piece by the Murrays. If you have too much material, you might remove E.D. Brown, or the second Young piece.

Mr. Thomas H. Lipscomb

July 10, 1970

Would you consider the possibility of adding an APPENDIX -- the revised form of my DRAFT STATUTE FOR AN OCEAN REGIME? I am revising it now, in the light of the Malta discussions. It is by far the most advanced and detailed document available! at this time. It might add a very concrete focus to the whole volume. I would suggest to use only the Draft Statute -- without introduction and comments.

What is the deadline for the introduction? I am working now on a rather elaborate report and digest of the Malta Convocation (for the Magazine). Some of this material could be used for the Introduction as well. But I would like to finish this Introduction after seeing the edited volume. As late as possible, to be up-do-date.

Needless to say, my suggestions are quite tentative and submitted to your judgment which, at any rate, will be acceptable to me.

I'll send you the Künzli, Myrdal, and Schachter pieces as soon as I get them. If there is anything else I can do in the meantime, please let me know.

With all good wishes,

Sincerely yours,

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

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Mme. Elisabeth Mann Borgese
Pacem in Maribus
Box 4068
Santa Barbara, California 93103

Dear Elisabeth:

Thank you for your letter of 17 November and your proposal
for a new volume on the sea.

It certainly looks most interesting, and I'll be back to
you on this no later than the end of next week.

Best,



Thomas H. Lipscomb
Editor in Chief

mls