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MURRAY HILL 8-5600

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IN CHICAGO
STEVENSON, RIFKIND & WIRTZ
135 SOUTH LA SALLE STREET

IN WASHINGTON, D. C.
STEVENSON, PAUL, RIFKIND,
WHARTON & GARRISON
1614 EYE STREET, N.W.

ARTHUR J. COHEN
COUNSEL

RANDOLPH E. PAUL (1946-1956)
LOUIS S. WEISS (1927-1950)

January 23, 1960

*MEMBER ILL. BAR ONLY
**MEMBER D.C. BAR ONLY

Dr. Leo Szilard
Memorial Hospital
Room 804
444 East 68th Street
New York, New York

Dear Dr. Szilard:

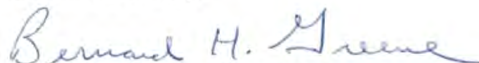
In accordance with your request, I enclose copies of the following:

1. A proposed assignment from you to Mrs. Szilard of your 16% share of the net receipts of the license agreements under the letter agreement with Marc Wood International, Inc.
2. A proposed letter from you to Mr. Yates of Marc Wood International, Inc., enclosing a duplicate original of the assignment.

Please review these papers, and if they meet with your approval, telephone me so that we can make an appointment for me to come to the hospital with the originals and attend to their execution. If you have any questions or suggested changes in the papers, please do not hesitate to let me have them.

I look forward to seeing you again soon.

Sincerely,


Bernard H. Greene

BHG:SAZ
Encs.

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January 27, 1960

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LOUIS S. WEISS (1927-1950)

Dr. Leo Szilard
New York Memorial Hospital
Room 804
444 East 68th Street
New York, New York

Dear Dr. Szilard:

As per your instructions to me today, I am enclosing herewith copy of the Last Will and Testament of Gertrud Weiss Szilard, which you handed to Mr. Greene some time ago.

Very truly yours,

Stanley A. Garrison

Secretary to Mr. Bernard H. Greene

SAZ
Enc. - Registered Mail
RRR

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*Standard
W 3591
New Canon*

April 27, 1960

Mr. Norman Cousins
Saturday Review
25 West 45th Street
New York 36, N.Y.

Dear Norman:

John Wharton has asked me to review the proposed publishing contracts presented by The New American Library to Dr. Leo Szilard in connection with his autobiography.

New American has made two alternative proposals. Under Proposal (A), it will acquire all rights to the autobiography, will make a \$10,000 advance, and will either publish the hardcover edition itself or (more probably) place the hardcover edition with a regular hardcover publisher which also, presumably, would handle many of the subsidiary rights. Under Proposal (B), New American Library would simply agree to publish the paperback edition and pay a \$5,000 advance. Dr. Szilard would remain free to place the hardcover edition and subsidiary rights, other than paperback, wherever he wished.

This is my first contact with an arrangement under which the author contracts originally with the paperback publisher, letting that publisher dispose of the hardcover and all subsidiary rights. My feeling is that, if Dr. Szilard wants to deal originally with New American Library, he would do better to enter into Proposal (A) -- assuming that you and he are satisfied that New American would either (i) itself do a good job of publishing the hardcover edition, or (ii) place the book with a first-class hardcover publisher.

In this latter connection, I think that Dr. Szilard should clearly understand the following points in connection with Proposal (A):

Mr. Norman Cousins

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April 27, 1960

1. The "100%" figures opposite the various foreign language and subsidiary rights at the bottom of page 5 of Proposal (A) may be somewhat misleading. The percentage relates to payments "received by NAL". I imagine that NAL will probably not itself publish the hardcover edition. If this is so, it seems probable that NAL (acting pursuant to the footnote to this section) will turn over the disposition of most, if not all, of the subsidiary rights to the hardcover publisher. Such publisher will then license them (except for first serialization and performance rights) on the usual basis of retaining one-half for itself, with the balance going to NAL and then, in turn, to Dr. Szilard. On this basis, the only place where Dr. Szilard will come out ahead of a conventional publishing arrangement will be on the paperback rights themselves (where the hardcover publisher will not participate).

2. You may feel that you or Dr. Szilard, through an agent, may be able to dispose of first serialization and performance rights on a better basis than NAL or an unknown hardcover publisher could do. In this event, I suggest that they be excepted from the grant of subsidiary rights to NAL.

3. NAL is not obliged to publish, or to license anyone else to publish, any hardcover edition of the work. Hence, Dr. Szilard may be limited to a paperback edition of his work. The 10% to 15% royalty set out at the bottom of page 4 refers only to a hardcover edition published by NAL. If the hardcover edition is published by another publisher, the rate of author's royalty will be fixed by agreement between NAL and such other publisher.

Proposal (B) gives Dr. Szilard the freedom to select his own hardcover publisher. However, making this deal will deprive such hardcover publisher of its usual 50% of the proceeds of paperback rights. This may make it difficult to get a good hardcover publisher to take the book.

My basic feeling is that, if you and Dr. Szilard have a great deal of confidence in Mr. Weybright, you would probably do best to go along with him all the way (i.e., follow Proposal (A), perhaps with some modifications on the points discussed above). If you lack this confidence, it would probably be best to start all over again, in the conventional way, with a hardcover publisher who would license paperback and other rights in the usual manner.

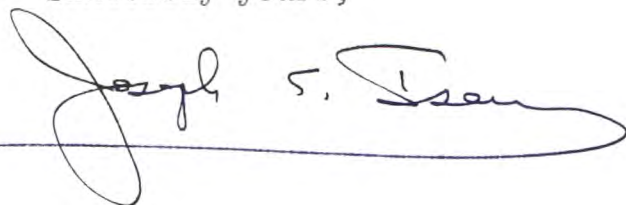
Mr. Norman Cousins

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April 27, 1960

I have made mental note of a few minor points relating to the draftsmanship of the contracts. I don't see much point in going into them until you and Dr. Szilard decide which, if either, deal to make. When you do this, please send the relevant papers back to me and I will be glad to help on these detailed points.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Joseph S. Isaac". The signature is written in a cursive style with a large, looping initial "J". A long horizontal line is drawn underneath the signature, extending across the width of the signature.

JSI:om

Enclosures