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3/13/66

Dear Sol,

There was a family Bas Mitzvah yesterday and I had a chance to speak to the cousin who I told you is about my age and, I was certain, would be more than willing to help Nancy in any way possible. He is. His name is Henry Weisberg. He is at Central High, an unusual academic high school that at least when I was a boy awarded some kind of special academic degree. He is in the English Dept. (I forgot to ask him more about himself for, not having seen each other for so long, we had too many things to talk about). But after I told him about Nancy he said by all means if there is any way in which she thinks he could be of any help to her, for her to phone him.

Day before yesterday I got some information I also thought I'd best pass on to you as soon as possible, and to seek your opinion about what it might or might not mean to me. It is, apparently, true, that Ivan is no longer connected with his business, but it also seems true that the corporate identity continues. My information comes from Philip Stern, who was a friend of Kennedy and an official under ~~him~~, and who was published by and had similar troubles with Ivan. Stern was unclear whether the transfer has been completed, and I make a point of this because I see nothing to be gained by doing any things that might impair this transition. Yet, because it is now about 5 months since I saw the announcement of his appointment as a customer's man at Domenick, I could think whatever was being done should have been consummated.

If John Ledes is still there as vice-president and general manager, or in any other capacity, or the same for Janie Glezer, who was production manager, I think there remains trouble for me. Ledes has a mutual friend with a member of the Commission and Janie, I believe, is affiliated with the Duckleyites.

I tell you these things because Sidney (from whom I have not heard since last I saw you) has from the first believed that my best solution is to obtain performance on the agreement. My opinion is that it was impossible, that there was no possibility of any meaningful agreement with the men of whom I had come to learn so much. Yet, because there remains the agreement and the possible liabilities of the corporation, I am asking you about this. Perhaps your book man knows or can without too much trouble learn what the situation there now is. Conditional upon the other things that are now pending about which I will tell you, I would be willing, if they are decent people.

Since seeing you I have continued to file the encomiums, which I continue to get, without a contract offer. Some friends have been considering the possibility of a private printing, which I regard as the last and least desirable of the alternatives. In connection with this, however, there has been an appraisal of the probable sale in Washington, and that is quite encouraging and based upon readings, not representations of the book. The opinion of a ten percent sales sampling is that there should be no question of a 5,000 hardback sale, with 10,000 quite possible, and with a good appearance and good publisher, likely.

The book is still under consideration at Norton's, where it apparently got editorial approval before the first of the year. I last heard from them about a month ago. I also have a letter from Fleet, which is smaller, saying they are willing to publish and push the book because of its importance but they say that have a fear it will not return the publication costs and will publish it upon the guarantee of a sale that will return this cost. These friends are now working on that, as have I. When I get a reply to my inquiry about what this means, in books and dollars, I will know whether or not my present optimism is justified. Meanwhile, a New England newspaper publisher (about whom I'll tell you when I see you for it is too long a story to give in a letter) is excited about the book, thinks it must be published, has had his two lawyers read it and gotten the opinion there are no legal problems and no legal reason the book should not be printed, has told me to inquire of Norton as whether they fear the book will not be profitable ( he considers such an apprehension unreal) and if they want a guarantee, what it would amount to, the clear import being he would arrange for this guarantee.

I would much prefer Norton, for they are a larger and more responsible house and I formed a very high opinion of the president, with whom I spent an hour or so ( he read the book first in that house - God knows how many have read it since, for they even asked for a second copy and got it) and I am working on other things I think I'd much prefer to have them publish, if they are interested. Also, I believe the collateral benefits would be greater with them, that magazine interest, for example, would be more likely.

So, this is the present status. What do you think of a present approach to the Obolensky Corporation, informing them of the agreement and the possible consequences? I can supply you with letters from a number of the larger and better known houses affirming the qualities of the book, some making clear the reason for non-contracting is fear, one making it explicit, and all coming for executive editors, not just the run of the mill editors and readers. Might they be impelled to go through with the original agreement ( which called for speedy publication and distribution, even with electronic typesetting ) to forestall the suit for damages? And would this seem to be in my interest.

As of now I can come up to New York almost any time, the only serious restriction on my time being the interest - have finally elicited from the Williams firm in getting along with the case, at least on a part-time basis. I am doing some work on it now.

Best to you all from us both.

M. J. ROSENBERG

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