

RUSSELL & VOLKENING, Inc.

Literary Agents

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DIARMUID RUSSELL
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May 7, 1970

Dear Eliot:

There is no rest for the weary--except I must say when I saw you at lunch you didn't look at all tired, but ready to climb Everest if necessary. The AUDIENCE deal would not mean they would hold the transparencies, they would simply hold the color prints I have and if the deal went through in the end they would then ask for the transparencies of those pictures they had picked out. The deal at the moment is just \$100 option money, against another \$400 for the use of six or eight pictures. I might be able to up this offer a little but probably not much. The value, if you wish to pursue the matter, is more publicity than riches--and publicity might help towards a book use.

The Book of the Month money would, under the contract be split as mentioned in Clause (8) a--that is if the BOM paid \$25,000, Duttons would take 10% for their ownership of the text they provided and paid for and the remaining \$22,500 would be split 50/50 between you and them.

The Audubon use took place after book publication and comes under the head of second serialization mentioned in Clause (8) a--Dutton originally took their 10% off this money, but I kicked and said so very little text was used that it must be regarded as use only of your material and they were not entitled to any special 10% for the use of their text. They have agreed and another \$50 is coming over. The American Heritage use was different since a great deal of the text Dutton secured was used so they are entitled to take 10% of what was paid. The question was what to do with what was left since Am. Her. couldn't say if they would print before or after book publication--and I made a deal with Jack that whether used before or after they could have 10%. If used after they would have been entitled to 50% of what was left as a second serial use--and as it was used after this worked in your favour, Duttons only getting 10%

rather than 50%.

That clause about "the proprietor receiving 90% of the author's ### share" is confusing because here you are the proprietor and the publisher is the author, having secured and paid for the text. I hope all this is clear

yours

Diarmuid