

Richard Nixon Presidential Library
White House Special Files Collection
Folder List

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	7	09/21/1970	Letter	To: Mr. Fox. From: John Dean. Re: Acknowledgement of letter and check.
23	7	09/21/1970	Letter	To: Frank DeMarco. From: John Dean. Re: Forwarding the Doubleday check.
23	7	12/27/1972	Letter	To: Thomas Wakefield. From: Fred Fielding. Re: Enclosing the Warranty Deed.
23	7	12/18/1972	Other Document	Warranty Deed covering Lots 11 & 12
23	7	07/28/1972	Letter	To: Murray Chotiner. From: Rose Mary Woods. Re: Passing letter to John Dean.
23	7	07/26/1972	Letter	To: Rose Mary Woods. From: Murray Chotiner. Re: Articles of Incorporation of the New Law Office Preservation, Inc.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	7	07/06/1972	Other Document	Certification of a record by Edmund Brown, Secretary of State of California
23	7	07/03/1972	Memo	Articles of Incorporation of the New Law Office Preservation, Inc. 5 pages.
23	7	n.d.	Letter	To: Mr. Eastman. From: John Dean. Re: Mrs. Seelye's Biography.
23	7	n.d.	Other Document	Amendment to the 2/26/71 agreement about Mrs. Nixon
23	7	04/19/1971	Memo	To: Constance Stuart. From: John Dean. Re: Gloria Seelye Biography- Mrs. Nixon
23	7	03/30/1971	Letter	To: John Dean. From: CM Vandeburg. Enclosing a copy of the contract between Prentice-Hall & Gloria Seelye.
23	7	04/13/1971	Memo	To: John Dean. From: Constance Stuart. Re: Contract between Prentice-Hall & Gloria Seelye.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	7	02/26/1971	Other Document	Contract between Prentice-Hall & Gloria Seelye. 4 pages.
23	7	04/21/1971	Memo	To: John Dean. From: Constance Stuart. Re: Need for two additional clauses.
23	7	n.d.	Other Document	Poem: V.L.A (The Drop-Outs) by CM Vandeburg
23	7	04/15/1971	Letter	To: Mrs. Nixon. From: Wilbur Eastman. Re: The Pat Nixon Story by Gloria Seelye
23	7	03/24/1971	Memo	To: John Dean. From: Constance Stuart. Re: Contract negotiations with Prentice-Hall
23	7	02/23/1971	Letter	To: CM Vandeburg. From: Constance Stuart. Re: Requests about Gloria Seelye's book about Mrs. Nixon. 2 pages.
23	7	01/29/1971	Letter	To: John Dean. From: CM Vandeburg. Re: Negotiating an acceptable contract proposal. 2 pages.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	7	01/27/1971	Letter	To: CM Vandeburg. From: Gloria Seelye. Re: Clarification regarding the book on Mrs. Nixon.
23	7	n.d.	Memo	Handwritten notes on Eastman, Stuart, and Prentice-Hall.
23	7	01/27/1971	Letter	To: John Dean. From: Gloria Seelye. Re: Mrs. Nixon Biography
23	7	01/18/1971	Letter	To: John Dean. From: CM Vandeburg. Re: Receipt of authorization for the Gloria Seelye biographical work on Mrs. Nixon.
23	7	01/11/1971	Letter	To: CM Vandeburg. From: John Dean. Re: Authorization for the Gloria Seelye biographical work on Mrs. Nixon.
23	7	01/11/1971	Letter	To: Mrs. Seelye. From: John Dean. Re: Preparation and publication of biographical work on Mrs. Nixon.
23	7	01/11/1971	Memo	To: Bob Haldeman. From: Constance Stuart. Re: Gloria Seelye's Book on Mrs. Nixon.

September 21, 1970

Dear Mr. Fox:

I wish to acknowledge the receipt of your letter dated September 17, 1970 and the enclosed check payable in the amount of \$4,500.00 to the order of Richard M. Nixon.

Thank you for your assistance in this matter.

Sincerely,

John W. Dean, III
Counsel to the President

Mr. James A. Fox
Doubleday & Company, Inc.
277 Park Avenue
New York, New York 10017

September 21, 1970

Dear Frank:

As per our conversation of this date, I am forwarding the Doubleday check payable to the order of Richard M. Nixon in the amount of \$4,500.00. As I mentioned, the President would like to send the \$4,500.00 to the Billy Graham Evangelistic Association, plus the \$5.00 the President borrowed from Billy Graham when he was in Tennessee. Accordingly, would you please issue a personal check of the President's payable to the Billy Graham Evangelistic Association of \$4,505.00.

Thank you.

With best regards, I am

Sincerely yours,

John W. Dean, III
Counsel to the President

Mr. Frank DeMarco, Jr.
Kalmbeck, DeMarco, Knapp
and Chillingworth
611 West Sixth Street
Los Angeles, California 90017

Enclosure

December 27, 1972

Dear Mr. Wakefield:

Per our conversation, I am enclosing the Warranty Deed covering Lots 11 and 12 of the Cape Florida Subdivision which has been executed by the President and Mrs. Nixon.

Please let me know if you have any questions regarding this instrument, or if we can be of further assistance.

Thank you.

Sincerely,

Fred F. Fielding
Associate Counsel to the
President

Thomas H. Wakefield, Esq.
Wakefield, Hewitt & Webster
150 S. E. Second Street - Suite 211
Miami, Florida 33131

This Indenture,

Made this ^{18th} day of December, A. D. 1972, **Between**
RICHARD M. NIXON, joined by PATRICIA R. NIXON, his wife
of ~~Washington~~ District of Columbia, parties of the first part, and
WILLIAM E. GRIFFIN
of the County of Westchester, in the State of New York, whose post office address is
305 South Broadway, Yonkers, New York 10701
party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
-----TEN (\$10.00)----- Dollars,
to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-
edged, have granted, bargained, and sold to the said party of the second part, his heirs
and assigns forever, the following described land, situate, and being in the County of Dade,
State of Florida, to-wit:

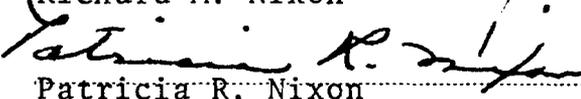
Lots 11 and 12, in Block 8, of CAPE FLORIDA
SUBDIVISION, SECTION THREE, according to the
Plat thereof, as recorded in Plat Book 79, at
page 64, of the Public Records of Dade County,
Florida.

Subject to restrictions, limitations and ease-
ments of record, including deed restrictions
dated May 31, 1960, recorded on June 20, 1960,
under Clerk's File No. 60R-11473, Dade County,
Public Records.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

 L.S.
Richard M. Nixon
 L.S.
Patricia R. Nixon

~~WASHINGTON~~ WASHINGTON }
~~DISTRICT OF COLUMBIA~~ DISTRICT OF COLUMBIA }

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
Richard M. Nixon and Patricia R. Nixon, his wife,
to me known to be the persons described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ^{18th} day of
December A. D. 1972.


Notary Public

My commission expires:

May 31, 1973

This Instrument prepared by:

This Instrument was prepared by:
Address THOMAS H. WAKEFIELD, Attorney
WAKEFIELD, HEWITT & WAKEFIELD

July 28, 1972

Dear Murray:

Since I do not know anything about the organization which you mentioned in your letter of July 26, I have passed it along to John Dean. I assume he and/or Herb Kalmbach may know something about their plans to preserve the Nixon Law Office.

How goes it? I miss seeing you -- hope you, Nancy and the girls are happy and well.

Warmest personal regards,

Sincerely,

**Rose Mary Woods
Secretary to
the President**

**Mr. Murray M. Chotiner
Reeves & Harrison
Suite 800
1701 Pennsylvania Avenue, N. W.
Washington, D. C. 20006**

✓ bcc with incoming to John Dean -- John: I do recognize some of the names but don't know anything about the plan. Do you? Or maybe Herb Kalmbach does.

RMW:ma

LAW OFFICES
REEVES & HARRISON
SUITE 500
1701 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006

MARION EDWYN HARRISON
ERNEST GENE REEVES
ROBERT F. SAGLE
MYRON SOLTER
CHARLES EMMET LUCEY

TELEPHONE 202 298-9030
TELEX 440376 CRDK
CABLE "REEVLAW"

OF COUNSEL
MURRAY M. CHOTINER

July 26, 1972

Miss Rose Mary Woods
Secretary to the President
The White House
Washington, D.C.

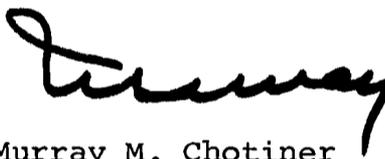
Dear Rose:

The Articles of Incorporation of the Nixon Law
Office Preservation, Inc., were filed in Sacramento
on July 3, 1972.

George Rochester has asked me to be of assistance
in obtaining a possible exemption as a non-profit
organization.

Enclosed is a copy of the Articles. Please let me
know if any of the names of the incorporators are
known to you and also whether there is any objection
to the corporation receiving an exemption as a non-
profit corporation.

Cordially,



Murray M. Chotiner

MMC:bh
Enclosure

STATE OF CALIFORNIA



OFFICE OF THE SECRETARY OF STATE

I, *EDMUND G. BROWN JR.*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the **RECORD** on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 6 1972



Edmund G. Brown Jr.
Secretary of State

654959

ENDORSED
FILED

in the office of the Secretary of State
of the State of California

JUL - 3 1972

EDMUND G. BROWN Jr., Secretary of State
By RALPH R. MARTIG
Deputy

ARTICLES OF INCORPORATION

OF

THE NIXON LAW OFFICE PRESERVATION, INC.

The undersigned citizens of the United States desiring to form a non-profit corporation under the non-profit corporation laws of the State of California, do hereby certify:

I.

The name of the corporation shall be The Nixon Law Office Preservation, Inc. This is a non-profit corporation organized under and for the general purposes pursuant to and is subject to all the provisions of Part 1 of Division 2 of Title 1 of the Corporations Code of the State of California.

II.

The principal office for the transaction of the business of this non-profit corporation is located in the County of Orange, State of California.

III.

The specific and primary purpose for which this corporation is formed is to solicit donations from individuals, groups and organizations for the acquisition and restoration of the building at 135 W. La Habra Boulevard, La Habra, California, wherein Richard M. Nixon practiced law at the inception of his legal and political career; that from the receipts of said donations and contributions, in specie and properties, both real and personal, to receive property by devise or bequest, and to expend said donations and contributions to purchase said building wherein Mr. Nixon's office was located, for the maintenance and upkeep of said building, and to perpetuate the said building as a California historical landmark.

IV.

In addition to the primary purposes the corporation shall have the following general purposes and powers:

1. To have and exercise all rights and powers conferred on non-profit corporations under the laws of the State of California, including the power to contract, sue and be sued, rent part of the said building to non-profit

organizations such as the La Habra area Chamber of Commerce and other historical associations or organizations, and to receive, hold, administer, and expend funds and property insofar as will qualify it as an exempt corporation under Internal Revenue Code, Section 501 (c) (3), including for such purposes the making of distributions of funds received to purchase, perpetuate and maintain the building specifically described for the advancement of educational purposes relevant to career of Richard M. Nixon that is beneficial to the public. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

2. No part of the net earnings, properties, or assets of this corporation, upon dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any member of this corporation and, upon liquidation or dissolution, all benefits and assets of this corporation remaining after paying or providing for the payment of all debts and obligations of this corporation, shall be distributed and paid over to such fund, foundation or corporation organized and operated for charitable, educational, religious, or scientific purposes as the Board of Trustees shall determine and as shall, at the time, qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code, or as the same may be amended as the Board of Trustees shall determine. Any of said assets not so disposed of shall be disposed of by the Superior Court of the State of California, for the County of Orange, California, for such purposes or by such organizations as said Court shall determine which are organized and operated exclusively for such purposes.

3. This corporation shall not, as a substantial part of its activities, carry on propaganda or attempt to influence legislation. This corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

V.

The powers of this corporation shall be exercised, its properties con-

trolled, and its affairs conducted by a Board to be known as the Board of Trustees; the number of trustees in this corporation shall be ten (10); the number of trustees herein provided for may be changed by a by-law duly adopted by the members; and ex officio members may be provided for by by-laws duly adopted by the Board of Trustees.

1. The persons who are trustees of the corporation shall constitute its membership. If a trustee resigns or is removed, his membership in the corporation ceases.

2. In addition, this corporation shall have ex officio membership distinct from the Board of Trustees who shall become such ex officio members by their donations, contributions, and gifts to this corporation to carry out the primary purposes aforesated of this corporation. Whatever qualifications are the rights and privileges of said ex officio members shall be set forth in the by-laws.

3. The names and addresses of the persons who are the initial trustees of the corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
J. W. BURCH	201 N. Harbor Boulevard La Habra, Calif. 90631
ESTHER CRAMER	600 Linden Lane La Habra, Calif. 90631
WARREN KRAFT	500 N. Walnut Street La Habra, Calif. 90631
LOIS LUNDBERG	1341 Carmela Lane La Habra, Calif. 90631
ROBERT J. PHILLIPS	205 W. Whittier Boulevard La Habra, Calif. 90631
GARRY PRENDIVILLE	205 W. Whittier Boulevard La Habra, Calif. 90631
WILLIAM H. ROBERTS	135 W. La Habra Boulevard La Habra, Calif. 90631
GEO. W. ROCHESTER	111 W. La Habra Boulevard La Habra, Calif. 90631
FORREST S. WARNER	1240 W. La Habra Boulevard La Habra, Calif. 90631
KARL WRAY	600 S. Palm Street La Habra, Calif. 90631

We, the undersigned, constituting the incorporators of this corporation and including all the persons named herein as the first trustees for the purpose of forming the non-profit corporation under the laws of the State of California, have instituted these Articles of Incorporation this 12th day of May, 1972.



J. W. BURCH



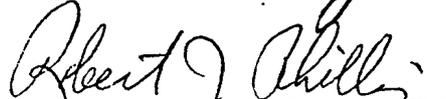
ESTHER CRAMER



WARREN KRAFT



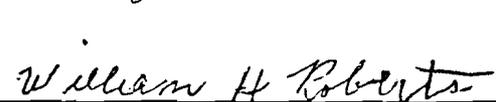
LOIS LUNDBERG



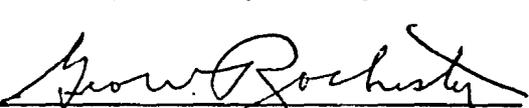
ROBERT J. PHILLIPS



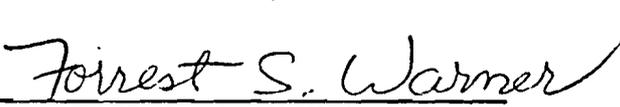
GARRY PRENDIVILLE



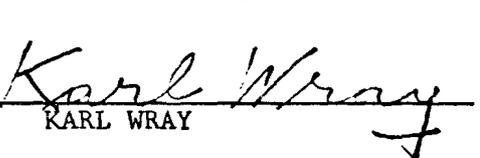
WILLIAM H. ROBERTS



GEO. W. ROCHESTER



FORREST S. WARNER



KARL WRAY

Dear Mr. Eastman:

Mrs. Nixon has asked me to express to you her pleasure at the progress of the project of Mrs. Gloria Seelye's biography. She is eager to see the book in final form and looks forward to its appearance on the shelves of bookstores around the country.

When she began to work with Mrs. Seelye on the volume, Mrs. Nixon did so on the basis of certain fairly explicit understandings made in order to protect the integrity of her contribution to the work. One of these was that the First Lady have final approval over the book and any subsidiary uses made of it.

In entering into a contract with Prentice-Hall Mrs. Seelye omitted to include any of the above protections - which Mrs. Nixon is confident she will almost surely not need in light of her confidence in the artistic and business judgments of both your distinguished organization and the authoress. However, we, as lawyers, would prefer a full clarification of those understandings, as a way of preparing for contingencies which we expect to all ~~hope~~ never ~~will~~ arise.

We hope that the attached clause would be agreeable to you and Mrs. Seelye as an amendment to your Agreement of February 26, 1971. If you have any questions or problems please contact me at

once so that this matter can be handled with the greatest
dispatch and the amending clause can be signed by all
concerned without delay.

Sincerely,

John W. Dean, III
Counsel to the President

Wilbur F. Eastman, Jr.
President
Trade Book Division
Prentice-Hall, Inc.
Englewood Cliffs, New Jersey 07632

The Publisher shall neither publish nor cause to be published or otherwise released, printed, exhibited, or displayed in any ~~form~~, condensation, treatment, abridgement, version, adaptation, language or in any other form or representation in any medium of expression now ~~existing~~^{in existence} or to be developed at any future time during the life of the Agreement, without the express written authorization of Mrs. Patricia Nixon, who at all times hereafter shall be considered a party to the Agreement to the extent that she shall have full power to enforce any stipulation or part contained therein, nor shall the Publisher cause to enter into any contract or agreement, written or oral, concerning any use or future use without similar written authorization, of the unpublished work tentatively entitled "The Pat Nixon Story". Neither shall any advertising mentioning or referring to the work or Mrs. Nixon's name be used in any way for any purpose without similar written authorization.

April 19, 1971

MEMORANDUM FOR: CONSTANCE STUART

FROM: JOHN DEAN

**SUBJECT: Gloria Seelye Biography -
 Mrs. Nixon**

As you will recall, we agreed to grant Mrs. Seelye authorization to prepare a biographical work about Mrs. Nixon, subject to Mrs. Nixon's right to approval of the contract with the publisher and of the final text and form of the book. I had even suggested that the details of the authorization could be embodied in the contract with the publisher.

Unfortunately, as you will see from the attached, Mrs. Seelye has entered into an agreement with the publisher without our prior approval, and the contract does not reserve any rights of approval by Mrs. Nixon as to the final text and form of the book.

I think that it will now be necessary to have this contract amended, to require that the publisher first obtain Mrs. Nixon's written approval before publishing the book. This is, of course, a touchy situation and I would appreciate your thoughts on the best way to approach Mrs. Seelye to discuss this, before contacting Vandeburg or Prentice-Hall.

JWD:FFF:bav

VANDEBURG • LINKLETTER ASSOCIATES

1800 AVENUE OF THE STARS, GATEWAY EAST, SUITE 208

LOS ANGELES, CALIFORNIA 90067

(213) 879-4040

March 30, 1971

Mr. John W. Dean
Counsel to the President
The White House
Washington, D. C.

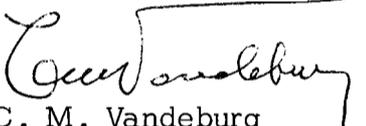
Dear Mr. Dean:

For your records, we are enclosing a copy of the contract consummated between Prentice-Hall, Inc. and Gloria Seelye, for her book on the life of Mrs. Nixon.

I am sure I speak for Prentice-Hall and Mrs. Seelye in expressing our warm thanks for your cooperation.

We expect to be sending you an advance copy of "Dere Mr. President," within the next two weeks.

Cordially,


C. M. Vandeburg

cc: W.F. Eastman
G.W. Seelye

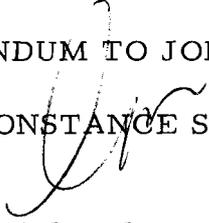
MEMORANDUM

THE WHITE HOUSE

WASHINGTON

April 13, 1971

MEMORANDUM TO JOHN DEAN

FROM:  CONSTANCE STUART

I understand that the contract between Gloria Seelye and Prentis-Hall has come into your office. What was your reaction and may I have a copy at your convenience?



AGREEMENT

made this 20 day of February, 1971, between

Mrs. Gloria Wallis Seelye ("AUTHOR")
whose address is

115 Fletcher Island Road
and PRENTICE-HALL, INC., PUBLISHER, whose address is
Route 9W, Englewood Cliffs New Jersey 07632

GRANT OF RIGHTS

1. The AUTHOR grants 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, Canada, and the Republic of the Philippines **and throughout the world.**

an unpublished work tentatively entitled **"The Pat Nixon Story"**

and also the exclusive subsidiary rights listed in paragraph 5 below during the full term of copyright and all renewals or extensions thereof.

COPYRIGHT

2. The PUBLISHER shall have the exclusive right to take out copyright of the work in the United States of America and in such other countries as may be covered by this agreement in the name of

the AUTHOR

The AUTHOR will, upon the PUBLISHER'S request, do all acts necessary to effect and protect the copyright and renewals or extensions thereof.

MANUSCRIPT

3. The manuscript, containing about 90,000 words or their equivalent, will be delivered in duplicate by the AUTHOR to the PUBLISHER in final form and content acceptable to the PUBLISHER by October 1, 1971

ROYALTIES

4. When the manuscript has been accepted and approved for publication by the PUBLISHER and is ready for publication, it will be published at the PUBLISHER'S own expense. The PUBLISHER will pay the AUTHOR royalties from its sale of the published work, said royalties to be computed and shown separately, as follows:

(1) on copies of the regular trade edition (other than sales falling within (2) through (6) below), **10% of the first 5,000 copies sold; 12 1/2% of the next 5,000 copies sold; and 15% of all copies sold thereafter. Royalties will be based on the retail list price of the book.**

(2) on books and sheets for export outside the United States, 10% of actual cash received by the PUBLISHER.

(3) on copies sold at a discount of fifty per cent or higher from the list price of the regular trade edition,

10% of actual cash received by the PUBLISHER.
(4) on copies sold by the PUBLISHER direct to the consumer through coupon advertising, radio or television advertising, direct-by-mail circularization, house-to-house solicitation, through any of the PUBLISHER'S book club divisions or institutes, or by the PUBLISHER'S salesmen, 5% of the actual cash received by the PUBLISHER.

(5) on copies of a reprint edition issued by the PUBLISHER at a retail price of two-thirds or less of the original retail price, 10% of the actual cash received by the PUBLISHER.

(6) on copies sold as overstock at a reduced price, 10% of the actual cash received by the PUBLISHER after deducting all manufacturing costs.

WLS
INITIAL HERE

WLS
INITIAL HERE

WLS
INITIAL HERE

WLS
INITIAL HERE

OTHER RIGHTS

5. The exclusive subsidiary rights referred to in paragraph 1 are hereby defined to include the rights enumerated below and the proceeds from the sale or license thereof are to be shared by the AUTHOR and PUBLISHER in the percentages indicated:

	<i>To Author</i>	<i>To Publisher</i>
(1) Digest, abridgment, condensation, anthology, selection, or novelty use	50%	50%
(2) Second serialization and syndication (including reproduction in compilations—magazines, newspapers, or books)	50%	50%
(3) Book clubs or similar organizations	50%	50%
(4) Reprint (including microfilm) edition through another publisher	50%	50%
(5) First serialization in North America	50%	50%
(6) The right to sell or license throughout the world:		
(a) Motion Picture	60 % of Net	40 % of Net
(b) Dramatic	60 % of Net	40 % of Net
(c) Radio	60 % of Net	40 % of Net
(d) Television	60 % of Net	40 % of Net
(7) The right to sell or license Mechanical Rendition and/or Recording	40 % of Net	40 % of Net
(8) The right to sell or license translation and foreign language publication	40 % of Net	40 % of Net
(9) The right to sell or license publication rights in:		
(a) United Kingdom—Book Rights	60 % of Net	40 % of Net
First Serialization	60 % of Net	40 % of Net
(b) British Commonwealth (exclusive of Canada)—Book Rights	60 % of Net	40 % of Net
First Serialization	60 % of Net	40 % of Net
(c) Other foreign countries (in English)	60 % of Net	40 % of Net
Book Rights	60 % of Net	40 % of Net
First Serialization	60 % of Net	40 % of Net

The use of the words "of Net" in (6) through (9) indicates that it may be necessary to employ agents to make certain of these sales, and that commissions paid to such agents shall be deducted first before the proceeds are divided between the PUBLISHER and the AUTHOR.

W. J. Jones
INITIAL HERE

PAYMENTS

6. The PUBLISHER will render semi-annual reports of the sale of the work during March and September of each year, covering the six months' period ending the prior December 31 and June 30th, respectively, of each year, and at the time of rendering such statement will make settlement for any balance shown to be due. With respect to monies due the AUTHOR as book royalties, the PUBLISHER may withhold 10% thereof as a reserve against possible returns, but such right to withhold shall terminate with respect to the period ending ~~the PUBLISHER agrees to make an advance payment of \$6,000~~ **to the AUTHOR as follows: \$2,000 upon the signing of the Agreement; \$2,000 when one-half the manuscript has been accepted by the publisher; and \$2,000 when the complete and final manuscript acceptable to the publisher in form, style, and content has been received by the publisher; providing, however, the publisher may retain for its own account the first \$6,000 otherwise due the AUTHOR, under the terms of this agreement.**

W. J. Jones
INITIAL HERE

AUTHOR'S CHANGES

7. The manuscript in duplicate to be delivered by the AUTHOR to the PUBLISHER shall be in typewriting in proper form for use as copy for the printer, and shall be in such form and content as the AUTHOR and PUBLISHER are willing to have it appear in print. The AUTHOR agrees to read, if or when submitted, and within fourteen (14) days of the receipt thereof to return to the PUBLISHER, the galley and page proofs of the work. If the AUTHOR fails to return the proofs within the period aforesaid, the PUBLISHER shall have the

right to publish the work as submitted. The AUTHOR shall pay, or at the PUBLISHER'S option have charged against the AUTHOR, the amount of expense incurred by the PUBLISHER because of changes and/or additions other than corrections of printer's errors made in and to the text by the AUTHOR in excess of ten per cent (10%) of the original cost of composition; and the AUTHOR shall pay in full for any corrections in the plates which he requires or which are necessary for the correction of his actual errors (excluding printer's errors) after the plates have been made in conformity with the last page proof as corrected by the AUTHOR.

MATTER SUPPLIED BY AUTHOR

8. The AUTHOR will supply with the manuscript a preface or foreword, if any; table of contents; and when requested by the PUBLISHER all photographs, drawings, art work, charts, index, diagrams, forms and illustrations; if the AUTHOR shall fail to do so, the PUBLISHER shall have the right to supply said photographs, drawings, art work, charts, index, diagrams, forms and illustrations and charge the cost thereof against any sums that may accrue to the AUTHOR under the terms of this agreement.

AUTHOR'S WARRANTY

9. The AUTHOR warrants that he is the sole author of the work and the sole owner of the rights granted to the PUBLISHER hereunder; that he has full power and full authority to copyright the work and to make this agreement; that the work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous or unlawful matter. The AUTHOR will indemnify, and hold harmless the PUBLISHER against all claims, demands, suits, actions, losses, costs, damages, attorneys' fees and expenses that the PUBLISHER may sustain or incur by reason of any breach or alleged breach of any of the foregoing warranties, and until such claim, demand or suit has been settled or withdrawn, the PUBLISHER may withhold any sums due the AUTHOR hereunder. The provisions of this paragraph shall survive the termination of this agreement.

DELIVERY

10. The AUTHOR agrees that the manuscript of the work shall be delivered to the PUBLISHER by the date provided in Paragraph 3; if by reason of the AUTHOR'S death or otherwise the manuscript in final form and acceptable to the PUBLISHER shall not have been delivered within ninety (90) days after said date, the PUBLISHER may terminate this agreement and thereupon all monies paid to the AUTHOR pursuant to this agreement shall be repaid to the PUBLISHER. In the event that the AUTHOR fails to repay the PUBLISHER in full all monies owing to the PUBLISHER pursuant to this agreement, the PUBLISHER shall retain for its own account monies due the AUTHOR under the terms of all other publishing agreements between the AUTHOR and PUBLISHER until the amount so retained equals the amount owing to the PUBLISHER under this agreement.

COPYRIGHTED MATERIAL

11. The work shall contain no material from other copyrighted works without the written consent of the owner of such copyrighted material. Such written consent shall be obtained by the AUTHOR and filed with the PUBLISHER.

PUBLISHING DETAILS

12. The PUBLISHER shall have the right: (1) to publish the work in such style as it deems best suited to the sale of the work; (2) to fix or alter the prices at which the work shall be sold; (3) to determine the method and means of advertising, publicizing, and selling the work, the number and destination of free copies, and all other publishing details, including the number of copies to be printed, if from plates or type or by other process, date of publishing, form, style, size, type, paper to be used, and like details.

FREE COPIES

13. The PUBLISHER will furnish six copies of the published work to the AUTHOR without charge. Should the AUTHOR desire additional copies for his own use, they shall be supplied at a 40% discount from the retail trade price.

TERMINATION AND REVERSION OF RIGHTS

14. If the work shall go out of print and off sale for six (6) months in all editions, including reprints, whether under the imprint of the PUBLISHER or another imprint, and if thereafter, after written notification from the AUTHOR, the PUBLISHER shall fail to place the work in print and on sale within six (6) months from the date of receipt of such notification (unless such failure is due to circumstances beyond the control of the PUBLISHER), then this agreement shall terminate and all of the rights granted to the PUBLISHER hereunder shall revert to the AUTHOR. The AUTHOR shall have the right for thirty (30) days after such

termination to purchase the plates, if any, of the work at one-half the original cost of composition and plating, and any remaining copies or sheets of the work at the manufacturing cost, all F.O.B. point of shipment. If the AUTHOR fails to purchase, as aforesaid, the PUBLISHER may dispose of all such plates, copies and sheets without further liability for royalties.

COMPETING WORK

15. The AUTHOR agrees that, during the term of this agreement, he will not contract to publish or furnish to any other publisher for sale or trade, or otherwise, any work upon the same subject that shall conflict with the sale of the work herein specified.

OPTION

16. The AUTHOR grants the PUBLISHER the option to publish his next two works of ~~non-fiction~~ upon the same terms as those contained in this agreement. The option, however, will not apply to the second of such two works if not exercised by the PUBLISHER with respect to the first. The options may be exercised by the PUBLISHER by written notice to the AUTHOR of its election to publish, given within 60 days after receipt of the complete and final manuscripts of such works. If any such work is less than 50,000 words, however, the PUBLISHER may reject such work without forfeiting any of its options hereunder.

AGENT

17. The AUTHOR hereby authorizes his agent **Vandenberg-Linkletter Associates, Suite 208, 1800 Avenue of the Stars, Los Angeles, California 90067**

to collect and receive all sums of money payable to him under the terms of this agreement and declares that the receipt by the said agent shall be a good and valid discharge in respect thereof, and the said agent is hereby empowered to act on behalf of the AUTHOR in all matters arising out of this agreement; said authorization shall continue in effect unless and until the PUBLISHER shall be otherwise instructed in writing by the AUTHOR.

CHANGES

18. This agreement shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by the AUTHOR and an officer of the PUBLISHER.

CONSTRUCTION, HEIRS

19. This agreement shall be construed and interpreted according to the laws of the State of New York, and shall be binding upon and inure to the benefit of the parties hereto, the heirs, executors, administrators and assigns of the AUTHOR, and the successors and assigns of the PUBLISHER, but no assignment shall be binding on either of the parties without the written consent of the other.

W. L. Linkletter
INITIAL HERE

W. L. Linkletter
INITIAL HERE

W. L. Linkletter
Author

Social Security No. 50-32-1724

PRENTICE-HALL, INC.

By *W. L. Linkletter*

MEMORANDUM

THE WHITE HOUSE

WASHINGTON

April 21, 1971

MEMORANDUM TO JOHN DEAN

FROM: CONSTANCE STUART

I had a nice long chat with Gloria Seelye last night. I told her that we thought we needed two additional clauses (1) saying Mrs. Nixon has right of approval of the manuscript and (2) Mrs. Nixon had right of approval on any subsequent use of material.

Gloria explains that point number two is exactly what the copyright clause is about. They asked us if the book shouldn't be copyrighted in Mrs. Nixon's name, and we said no; therefore as it stands now Gloria Seelye has the right to determine subsequent use.

Gloria is perfectly amenable to any "P.S." we would like to add to the contract. She said she would call Clyde Vandenberg and tell him to expect a call from you. I told Gloria not to say anything else, but to "let the men handle it". She probably will fill Clyde in chapter and verse, anyway.

She also tells me that she has four chapters completed and that they have gone to her editor. Once the editor has looked them over, they will be submitted to Mrs. Nixon for her approval.

Gloria is quite confident that she can meet her October 1 deadline.

Added notes: Bill Eastman was at church on Sunday, and he and I passed a few pleasantries. Gloria will probably be coming to Washington the first week in June to talk to some more people and cover the wedding. We can talk to her at that time.

It still might be a good idea for you, and I to sit down with Bill Eastman at some point.

Call me after the talk to Clyde and let me know how it went.

P.S. I think publisher should furnish complementary copies to Mrs. Nixon -- article 13 - free copies.

VANDEBURG • LINKLETTER ASSOCIATES

1800 AVENUE OF THE STARS, GATEWAY EAST, SUITE 208 • LOS ANGELES, CALIFORNIA 90067 • (213) 879-4040



MB & file 1

V. L. A.

(THE DROP-OUTS)

Take note of this log
From refugee drop-outs,
Fleeing from the smog --
Call us VLA cop-outs!

Here announcing our removal
Up to coastal Malibu,
With some hope of approval
And applause from you.

And hence this salutation,
Costing us a dime,
To mark our new location
In a better clime,

With a view of the ocean
From Heathercliff rough,
And whale pods in motion
Passing Point Dume' bluff

Where we, as ten percenters,
Will host with delight
Both publisher dissenters
And writers, when right.

C. M. Vandeburg

New Address: 29229 Heathercliff Road
Suite #10
Pt. Dume'
Malibu, California 90265

Telephone: 213/457-2559

Effective: June 21, 1971

Principals: C. M. Vandeburg
Art Linkletter
Gerard Q. Decker
Gweneth Hill Decker

PRENTICE-HALL, INC.

ENGLEWOOD CLIFFS, NEW JERSEY

07632

WILBUR F. EASTMAN, JR.
PRESIDENT
TRADE BOOK DIVISION

N. J. 201-947-1000
CABLE: PRENHALL, ENGLEWOODCLIFFSNJ

March 15, 1971

Mrs. Nixon
The White House
Washington, D.C. 20500

My dear Mrs. Nixon:

Permit me to tell you how happy we are at Prentice-Hall to know we shall be publishing THE PAT NIXON STORY by Mrs. Gloria Seelye during the spring of next year.

I know Mrs. Seelye is most grateful for your help and cooperation in connection with her writing, and I should like to express our gratitude also.

We look forward to the book with great anticipation.

Cordially,

Wilbur F. Eastman, Jr.

WFE:eec

March 29, 1971

MEMORANDUM FOR: **CONSTANCE STUART**
FROM: **JOHN DEAN**
SUBJECT: **Gloria Seelye Biography - Mrs. Nixon**

In response to an inquiry prompted by the Prentice-Hall letter to Mrs. Nixon, we were today advised by Clyde Vandenburg that Mrs. Seelye had already entered into a contract with Prentice-Hall to publish the biography of Mrs. Nixon. Vandenburg said he had assumed Mrs. Seelye had cleared this with us, and is sending a copy of the agreement for our review.

As you will recall, the last word we had from Vandenburg-Linkletter was that they were negotiating with Prentice-Hall for "an acceptable contract proposal for submission to" Mrs. Seelye and me, and posed several questions to which you responded on February 23. I had a telephone call from the President of Prentice-Hall, who advised that he was coming to Washington and desired to meet with us, but heard nothing thereafter until the letter to Mrs. Nixon.

As soon as I receive the copy of the agreement and review it, I will be in contact with you to discuss what further action might be necessary.

JWD:FFF:bav

MEMORANDUM

THE WHITE HOUSE

WASHINGTON

March 24, 1971

MEMORANDUM TO JOHN DEAN

FROM: CONSTANCE STUART

Have you been doing any contract negotiations with Prentice-Hall? They say they are doing the Gloria Seelye book according to the attached letter. I think we better sit down with these people quick, don't you?

Give me a call as soon as you can.

February 23, 1971

Dear Mr. Vandeburg:

Mr. John Dean has passed on to me your letter outlining your request that:

- 1) Gloria Seelye's book about Mrs. Nixon be a first-person presentation
- 2) The copyright be in Mrs. Nixon's name
- 3) A portion of the royalties be retained by Mrs. Nixon to be recommitted to a charity of her choice

Mrs. Seelye and I some time ago discussed whether the book should be first person or third person. The matter has been discussed with members of the President's staff and Mrs. Nixon. The decision was quite definite that this book should be in the third person, a book by Mrs. Seelye about Mrs. Nixon. That decision still stands. The copyright of the book should be in Mrs. Seelye's name and not Mrs. Nixon's.

The matter of royalties has also been discussed with the President's staff and Mrs. Nixon and all royalties should go to Mrs. Seelye. There are many reasons why they should not go to Mrs. Nixon. Mrs. Seelye perhaps might like to consider giving a portion of the royalties to a charity of her choice.

I should also point out that Mrs. Nixon would most likely not be able to participate in any personal appearance tours in connection with the book. This is the role that Mrs. Seelye would have to assume.

As I am sure you realize, Mrs. Nixon has been approached many times before to author, co-author or cooperate in a book. Because of her personal and public involvement in a great many activities, she has not chosen to participate in such a venture up to this time.

Mrs. Nixon has decided that now is the time when she would like to devote some of her valuable time to such a project and she has chosen Mrs. Seelye as the writer to undertake the task. Mrs. Seelye has an opportunity to make a contribution to the country and to history, and I am sure she will approach the work with that commitment in mind. I am sure any publisher would feel the same. I hope this letter and my answers will in no way hinder your negotiations with the publisher you currently have under consideration.

Sincerely,

Constance Stuart
Staff Director to
Mrs. Nixon

Mr. C. M. Vandeburg
Vandeburg, Linkletter Associates
1800 Avenue of the Stars
Gateway East
Suite 208
Los Angeles, California 90067

cc: John Dean III

VANDEBURG • LINKLETTER ASSOCIATES

1800 AVENUE OF THE STARS, GATEWAY EAST, SUITE 208

LOS ANGELES, CALIFORNIA 90067

(213) 879-4040

January 29, 1971

Mr. John W. Dean III
Counsel to the President
The White House
Washington, D. C.

*(Gloria Seelye will
confirm - NO
b. confirm -
Mrs. Nixon's name is
the way)*

Dear Mr. Dean:

The attached letter from author Gloria Seelye requires further explanation. Her letter was triggered by suggestions made by this office after consultation with the "committed" and thoroughly interested publisher, Prentice-Hall.

In negotiating an acceptable contract proposal for submission to Gloria Seelye and to you, both Vandeburg-Linkletter Associates and the prospective publisher have these important communication objectives in mind:

1. To have both impact and credibility, the book must be a first-person presentation -- the biography of Pat Nixon, as told to Gloria Walls Seelye.
2. The publisher must copyright the book in Pat Nixon's name. This for legal reasons and for the protection of both Pat Nixon and Prentice-Hall.
3. Pat Nixon has generously offered to give Gloria Seelye all of the royalties from the book. Vandeburg-Linkletter Associates, Prentice-Hall and now Gloria Seelye think it would be most desirable if Mrs. Nixon were to retain a percentage of the royalties and then re-commit such royalties to a national, non-profit, public service organization of her choice. We could hope that the recipient organization be non-partisan in make-up and desirably identified with education at the high school-college young adult level. Such a public commitment of royalties to a deserving public service organization would have these clear communication advantages in behalf of the book:
 - A. A built-in support for the book stemming from individuals in the national membership of the recipient organization.

John W. Dean, III

-2-

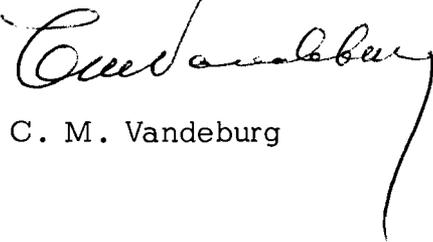
January 29, 1971

B. Provision of a campus-oriented professional personal appearance platform and forum from which Pat Nixon or Gloria Seelye, authors, could gracefully communicate their convictions as expressed in the biography. The timing for such a personal appearance tour would occur during May and June of 1972, coincidental with the publication of the book.

I would appreciate your earliest reaction to these suggestions in order that I may proceed as rapidly as possible in bringing forward an acceptable contractual agreement.

You may be aware of another book of ours stemming from the White House. It is titled "DERE MR. PRESIDENT," and is made up of a provocative and challenging series of unsolicited letters to the President from small-fry throughout the nation. It will be published in April or May of this year and should have an enormous appeal to parents everywhere. We contemplate a first run of 50,000 copies. I will make certain to send you a copy when the book comes to publication.

Cordially yours,

A handwritten signature in cursive script, appearing to read "C. M. Vandenburg". The signature is written in dark ink and is positioned above the typed name.

C. M. Vandenburg

Jan. 27, 1971

C. L. Vandenburg
1800 Avenue of the Stars
Los Angeles, Calif. 90067

Dear Clyde -

After a talk with the prospective publisher I feel that there are two areas, regarding the book on Mrs. Nixon, which need clarification.

I would hope that she would share in the royalties in some way. Perhaps a percentage to some worthy cause of her choosing. It could be the Republican Women, her favorite charity, or any other.

I'm sure that Mrs. Nixon's name will be used some way in the title. The book would have more credibility if it is "By Pat Nixon" "as told to - " or "with" Gloria Walls Seelye - which ever seems most appropriate. As I understand it this has a great deal to do with copyright. ..

I'm sure that John Dean, Counsel to the President, will have an opinion on these suggestions. You might bring this up in your next communication with him and also express my warm thanks to him for his assistance in finalizing the details.

Thanks again,

Gloria
Gloria Seelye

Bill Eastman



CONNIE STUART -

212 - Beryl 9-1000

Wanda - 1000

Jan. 27, 1971

John W. Dean, III
Counsel to the President
The White House
Washington, D. C.

Dear Mr. Dean -

I want to thank you for your prompt and excellent letter to Clyde Vandeberg regarding the book I am writing about Mrs. Nixon. It was just exactly what he needed to proceed. Clyde says that it could not have been more perfect.

There are several questions and/or suggestions that Mr. Vandeberg will be relaying to you which arise as a result of discussions with one of the publishing houses. You should be hearing from him shortly.

My research and interviewing is well underway, a necessity if we are to meet the publication deadlines. I'm sure all of the legal details will fall into place in due time, but in the meantime, I'm moving full speed ahead.

In regard to your request to review the manuscript. There is certainly no disagreement on that point because I had suggested such a review in the first place to show my sincerity that this would be a book friendly to Mrs. Nixon.

I plan a visit to Washington some time next month and hope that I will have an opportunity to meet with you at that time. In the meantime, thanks for your help.

Sincerely,



Gloria Walls Seelye
115 Harbor Island Rd.
Newport Beach, Calif
92660

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1800 AVENUE OF THE STARS, GATEWAY EAST, SUITE 208

LOS ANGELES, CALIFORNIA 90067

(213) 879-4040

*File:
Mrs Nixon's
Biography*

January 18, 1971

Mr. John W. Dean, III
Counsel to the President
The White House
Washington, D. C.

Dear Mr. Dean:

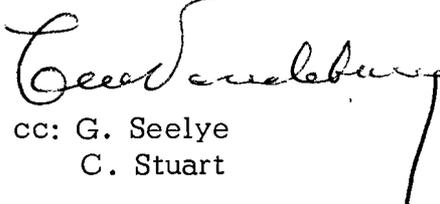
This will acknowledge receipt of your letter of January 11, authorizing the Gloria Seelye biographical work on Mrs. Richard Nixon. The authorization is totally adequate to my needs and you may be sure that we will carefully observe all of the ground rules that you have established.

My next objective will be to secure a satisfactory contract with a major publisher and I will notify you when we have accomplished our goal.

I look forward to meeting you and deeply appreciate your offer of assistance.

Cordially,

C. M. Vandenburg



cc: G. Seelye
C. Stuart

January 11, 1971

Dear Mr. Vandenberg:

I am writing this letter to confirm that Mrs. Gloria Seelye has been authorized to prepare a biographical work on Mrs. Richard Nixon, subject to Mrs. Nixon's right to approval of the publication contract and final text and form of the biography. Mrs. Seelye has been assured that the authorization being given her will permit publication of her work prior to publication of any other similarly authorized work. While such an exclusive authorization cannot be made for an indefinite period of time, we understand it is contemplated that the work will be published in the late spring of 1972, and the exclusive authorization will continue for such a period.

I have been informed that this letter will be used to facilitate making arrangements with a publisher for the proposed biographical work. The formal details of this exclusive authorization can be worked out in the contract with such a publisher if you desire to handle it this way.

If I can be of further assistance, please do not hesitate to call upon me.

Sincerely,

John W. Dean, III
Counsel to the President

Mr. Clyde Vandenberg
Linkletter Associates
1800 Avenue of the Stars
Suite 208
Los Angeles, California 90067

January 11, 1971

Dear Mrs. Seelye:

Connie Stuart has informed me of your discussions regarding the preparation and publication of a biographical work on Mrs. Richard Nixon. Pursuant to your discussions with Connie, I am forwarding the enclosed letter to your agent, Mr. Clyde Vandeberg, to facilitate the finalizing of arrangements with a publisher.

When a publisher has been selected, I would like to review the proposed contract and arrangements with the publisher. I am sure that you can appreciate my interest in reviewing the legal details of this arrangement and the fact that I could not advise Mrs. Nixon to give an exclusive authorization to anyone without retaining the right to review the publishing contract and ultimately the work itself.

If I can be of any assistance to you at this time, I hope you will feel free to call upon me.

Sincerely,

John W. Dean, III
Counsel to the President

Mrs. Gloria Walls Seelye
115 Harbor Island Road
Newport Beach, California 92660

Enclosure

JWD/jet

MEMORANDUM

THE WHITE HOUSE

WASHINGTON

January 11, 1971

MEMORANDUM TO BOB HALDEMAN

FROM: CONSTANCE STUART

SUBJECT: Gloria Seelye's book on Mrs. Nixon

Just to keep you up-to-date --

We are moving ahead on Gloria Seelye's book on Mrs. Nixon. I have discussed this book with Mrs. Nixon who thinks we should cooperate in this venture since Mrs. Seelye is a long-time acquaintance and supporter of the Nixons and will write a favorable book. Mrs. Nixon thinks that unauthorized books will most likely be written about her and, therefore, we should cooperate on one that we know will be accurate.

I have also discussed this book with Jim Kehoe, Bill Safire, Ray Price, Ron Ziegler, Herb Klein and John Dean. In addition I have talked at length with Mrs. Seelye, her husband Howard, who, as you know, was once Bob Finch's Press Secretary and will most likely be helping Gloria a great deal on this book, and Clyde Vandenberg, Mrs. Seelye's literary agent and Art Linkletter's partner in Vandenberg-Linkletter Associates.

Prentis-Hall has shown great interest in publishing this book, although Mr. Vandenberg will contact several other publishers. The decision on a publisher will be made very shortly. Time table for publication includes a May, 1972 publication of the hard back book and either a simultaneous publication or a late summer publication of the paperback.

I will keep you advised as we progress on this book.

cc: Herb Klein
Ron Ziegler
Ray Price
Bill Safire
John Dean ✓