Dr. J. Robert Oppenheimer, Director
Institute for Advanced Study
Princeton, N.J.

Dear Dr. Oppenheimer,

I venture to write to you again, for I want to tell you of one person who I know would have been glad to recommend me to you if he were still living, that is, George Sarton. From 1952 until his death last March he was my dearest friend, I discussed all my work and ideas with him, and he took the trouble to read everything I wrote before it was published, even though his time was so devoted to his own work. I constantly miss him, and constantly wish for the exchange of ideas with him. If you wished, I could some time send you a few of his remarks about my work. During the last four years George Sarton was the greatest influence upon me, just as twenty years earlier Jean Sauvaget was the greatest influence, impressing upon me the need for rigorous method and high critical standards in Islamic archaeology. In fact, if the Institute for Advanced Study allows dedications in the books it publishes, I would like to dedicate the Islamic Tarsus volume thus: "To Jean Sauvaget and George Sarton, two great scholars, to whom the writer owes an eternal debt."

It is strange that they never met, though George Sarton often spoke to me of Sauvaget, and listed a number of his works in Isis.

This note does not require a reply; it is just that I am looking forward with such pleasure to taking up the Tarsus work again that my mind is already dwelling upon it, and I felt the impulse to write to you about it. But please do not bother to answer!

With all best wishes,

Very sincerely,

Florence E. Day
Memorandum to Mr. Morgan:

This will authorize you to make available, in accordance with the requests and schedules of Professor Goldman, $3,000 for the preparation of the Islamic material at Tarsus. This money will probably be expended by payments to Miss Florence Day. It should be charged against the Publications Fund.

Robert Oppenheimer

Copy to Professor Goldman

12 equal payments starting 12/56 to June 56
Dr. J. Robert Oppenheimer, Director  
Institute for Advanced Study  
Princeton, N. J.

Dear Dr. Oppenheimer,

I have just spoken to Miss Goldman on the phone, and also written to her, to accept the offer to prepare the Tarsus Islamic volume for publication, one year's work, according to the conditions she set forth. Tarsus has always been to me the most interesting as well as the most immediate of my several obligations, and so I am very happy at the prospect of being able to finish the work, and am very glad to be working directly for Miss Goldman.

I also told Miss Goldman about my now being engaged in one month's work, until mid-December, for H. Dunscombe Colt, who had found some of the same types of pottery; and so should be ready to start on her Tarsus work about January first. And I hope to persuade Mr. Colt to let me bring his glazed Umayyad sherds, so that they could be tested by the method you mentioned to me in October, with the Tarsus sherds.

Thank you very much indeed for your approval, if not your creation, of the way by which this work can be done for Miss Goldman. I know that it was for her sake that you made it possible. But I also appreciate very warmly your approving of myself as the person to do it. This sign of your confidence in me is especially wonderful at this time, after the really horrible experience I had with the museum here. I shall do everything possible to justify this confidence, and look forward to being able to thank you personally when next I see you.

I must just add that I did follow your suggestion of applying for a Guggenheim fellowship, and now I shall simply let Mr. Moe know what has happened, and say that I now wish to postpone my application until October 1957, making a new plan for the future work.

Thanking you again for having made possible this work on the Tarsus Islamic volume, and with all best wishes,

Very sincerely,

Florence E. Day
THE INSTITUTE FOR ADVANCED STUDY
PRINCETON, NEW JERSEY

Nov. 6, 1958

Dear Robert:

You may wish to keep the attached letter for your files. I have acknowledged it.

Yours,

[Signature]
Dear Professor Thompson:

I am writing you in behalf of Miss Florence Day, on the suggestion of Professor Helmut von Erffa, who tells me that you would be interested in hearing my opinion about her scholarly work. I have known Miss Day for nearly 20 years and have probably read most, if not all, of what she has written. She has a wide experience, having worked in several museums with very different types of collections, and has also participated in excavations or work on excavation material. She is a very good scholar in her chosen field of interest, that is, Islamic archaeology, in particular pottery and epigraphy. She has contributed to our knowledge by her own investigations of unknown material and by critical surveys of earlier investigations.

She knows much more and can give much more than she has done so far, since her earlier positions never allowed her to make full use of her abilities. Nevertheless she is widely known in the field of Islamic art and even if her views are not always accepted, her opinions are respected.

If there is anything more that you wish me to tell you I shall of course be very glad to be at your disposal.

Very sincerely yours,

Richard Ettinghausen
Associate in Near Eastern Art

Prof. Homer Thompson
Institute for Advanced Study
Princeton, N. J.
Thursday, May 3, 1956. Mr. James J. Rorimer, Director, called me to his office, and, in the presence of Mr. Dudley T. Easby, Secretary, and Mr. J. Kenneth Loughry, Treasurer, and Dr. Maurice S. Dimand, Curator of my department, informed me that my record was unsatisfactory, and that I am to be dismissed. Dr. Dimand remarked that I did not know how to get on with him. Mr. Rorimer remarked, among other things, 1) that I had offended an officer of the Rockefeller Foundation, so that the Rockefeller Foundation had turned down a museum request for a grant, and hence I had cost the museum a large sum of money. I asked Mr. Rorimer to read out to me from their letter exactly what complaint the Rockefeller Foundation had made against me, but he refused to do so. 2) That I am to be dismissed now, at the end of the current fiscal year, because I would not be able to get on with any future Curator to be appointed when Dr. Dimand retires. 3) That he hoped I would not mention outside of the museum any prices of objects purchased by the museum. And, 4) that I ought not to write any "controversial" articles, and that my exposure of Persian fake silks had done a great deal of damage to the museum. Then Mr. Loughry, Treasurer, stated that the museum would pay me a few months' salary as "compensation."

Friday, May 4. I telephoned Mr. Dudley T. Easby, Secretary, to ask about tenure. He informed me, on the phone,"that the museum has no tenure at all, but that each year the Trustees vote to appoint each member of the staff for one year only." From this statement it is evident that for six years from 1949 up to and including May 1955, the Trustees had voted in favor of my appointment. So any claims that my record is unsatisfactory cannot apply to my first six years with the museum, while Mr. Francis Henry Taylor was Director, but only to the past year, 1955-1956, under the Directorship of James J. Rorimer (since August 1955).

Monday, May 14. I delivered personally to Mr. Rorimer a record of what my work in the museum had been, and told him that I knew that there are now no openings in Islamic art in any museum or university in this country, and I asked him to postpone till a year from now his decision to dismiss me. I told Mr. Rorimer that I would like to present this request myself to Mr. Roland L. Redmond, President of the Board of Trustees, but he said that was not necessary, and he promised to give my request to the trustees at their meeting that afternoon, May 14.
Wednesday, May 23. Dr. M. S. Dimand informed me that I must hand in my resignation at once. I replied that I could take no action until I had seen the Director. For up to then Mr. Rorimer had made no reply to my request of May 14th. I told Dr. Dimand that though June had been designated as my vacation, I wished not to take a vacation, but remain here to finish up my current work; to this Dr. Dimand agreed.

Tuesday, May 29. Mr. J. Kenneth Loughry, Treasurer, telephoned to ask me why I had not handed in my resignation. I replied that I could not do so until the Director, Mr. Rorimer, had personally given me an answer to my request of May 14th. Mr. Loughry stated that the Trustees on May 14 had refused my request, and that Mr. Rorimer was now out of town, and that if I did not immediately hand in my resignation "it would be to my disadvantage." I replied that I would wait and see Mr. Rorimer on his return, and Mr. Loughry replied that that would be too late, that my resignation had to be dated May 31 at the latest.

Thursday, May 31. In the morning Mr. Powers of the Treasurer's office, telephoned that if I had not handed in my resignation before 5 o'clock that afternoon, the Treasurer's office would not pay me the "compensation" salary that had been promised to me, in the presence of witnesses, on May 3. I at once telephoned the Director's office, and was informed that he was still out of town, but was expected to return that afternoon. In the afternoon, about 3 o'clock, the Director's secretary telephoned me to say that Mr. Rorimer was back, but was "too busy" to see me. Thus, being under the threat of not receiving the "compensation" salary promised to me, and since the Director refused to see me, I was obliged to accept the ultimatum; for, as I have no private income, not to do so would have been suicidal. I therefore addressed my resignation to Mr. Rorimer, and received from Mr. Loughry a check for the "compensation" promised me. Mr. Rorimer did not then (nor, I may add) at any later time, himself acknowledge my resignation.

Friday, June 1. I wrote a note to Mr. Rorimer, asking him what reason he wanted me to give out for leaving the museum. He did not bother to reply in writing, but had his secretary tell me, on the phone, that I was to say "my leaving was due to difficulties with Dr. Dimand." In the afternoon about five o'clock, I was informed by certain members of the Curatorial staff that at a staff meeting that morning (I had not attended that meeting, as June was technically my vacation) Mr. Rorimer had announced that,
starting on July 1, 1956 (the new fiscal year) all Curators and Associate Curators would have tenure, and could not be fired, except by the Trustees, on grounds of conduct. It at once became clear to me why the administration had forced me, under duress, to sign my resignation on May 31st, and why Mr. Rorimer, Director, had refused to see me in the afternoon of May 31st.

These notes have been in each case made either during or immediately after each conversation. It is fortunate that I did so, each time, for neither Mr. Rorimer nor any member of the administration has ever given me any statement in writing. Mr. Rorimer has never told me what is the complaint he alleges the Rockefeller Foundation made against me; he has never informed me what he told the Trustees in order to make them decide against me; he has not told me what he is saying to other museums or individuals as to the reasons for my being forced to leave the MMA. And Mr. Rorimer never gave me a chance to present my side of the question.
Florence Ely Day to 1956
PERSONAL HISTORY

Born, Beirut, Lebanon, November 6, 1908. My father, Alfred Ely Day, was Dean of the School of Arts and Sciences of the American University. Lived there till 1926; spoke Arabic.


1931-1932 City Art Museum, St. Louis, assistant in Educational Department; Director Mr. Meyric Rogers. Lecturing on all subjects.

1932-1934 Archaeological Museum of the American University, Beirut, Lebanon. General assistant to Dr. Harald Ingholt; cataloguing, drawing, photographing, mending objects.

1933, May Hama, Syria, with the Danish Archaeological expedition under Dr. Harald Ingholt. Cataloguer.


1934, May Jerusalem, Palestine, for the Yale University and American School Expedition to Jerash, mending terracottas.


1935-1936 Beirut, Lebanon, independent study in Islamic art and history.

1936 season. Tarsus, Turkey, with the Bryn Mawr and Harvard Expedition, Director, Miss Hetty Goldman. In charge of Islamic finds.

1936-1938 University of Michigan, Ann Arbor, pre-doctoral work in Islamic art and Arabic, under Drs. Aga-Oglu, Worrell, and Clark Hopkins. Fellow of the University of Michigan for all three years.

1938-1939 Fellow of the Institute for Advanced Study, Princeton, time spent in Tarsus, Turkey, continuing previous work with Miss Goldman's expedition, and then in Princeton.

1939-1940 Final year at the University of Michigan. Dr. Aga-Oglu had left, and then Dr. Richard Ettinghausen had come to replace him.

1940 Ph.D., with honors, University of Michigan (thesis not published).

1940, summer. Fellow of the Institute for Advanced Study, Princeton, work continued on Islamic Tarsus.

1940, October-November. Research assistant to Miss Hetty Goldman, Princeton.
Florence Ely Day PERSONAL HISTORY to 1956 (continued)


May 1942 - February 1947, with the War Department, Washington D.C. In June-July 1946 sent to Afghanistan, via Egypt and India.


June 1949 Metropolitan Museum of Art, New York, Assistant Curator; came at the personal invitation of Mr. Francis Henry Taylor, Director. Member of Near Eastern Department, Curator Dr. Maurice S. Dimand.

July 1951 Promoted to Associate Curator.

May 1956 Requested to leave the Metropolitan Museum by the new Director, Mr. James J. Rorimer, who informed me that the reason was "difficulties with Dr. Dimand."
Florence Ely Day

<table>
<thead>
<tr>
<th>Year</th>
<th>Publication Details</th>
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<tbody>
<tr>
<td>1941</td>
<td>&quot;The Islamic finds at Tarsus,&quot; <em>Asia Magazine</em> (March 1941) pp. 143-146.</td>
</tr>
</tbody>
</table>
PUBLICATIONS Florence Ely Day through 1956


19 1954 "In Memoriam: Jean Sauvaget (1901-1950)," Ars Orientalis, I (1954) pp. 259-262. (Jean Sauvaget was the greatest scholar in Islamic art and archaeology of this century).


23 1954 Edited the posthumous article "Remarks on the Character of Islamic Art," by the late Mehmet Aga-Oglu, The Art Bulletin, XXXVI, no.3 (September 1954) pp. 175-202. (In the Editor's Note, page 175, it is erroneously stated that this work was partly done by M.S.Dimand).

24 1955 "The Mesopotamian style in luster painting," Artibus Asiae, XVIII, part 1 (1955) pp. 75-76. (Written in 1952, and originally sent as a professional courtesy to R. Ettinghausen for Ars Orientalis, but he, the editor, refused to publish it).


Florence Ely Day

PAPERS READ at AMERICAN ORIENTAL SOCIETY MEETINGS

1941. "Islamic art and Arabic translation." On how to translate, and how not to translate, Arabic technical terms, chiefly pottery.


1949. "Some Islamic textiles, probably Mesopotamian." A type of silk dating from the Abbasid to the early Saljuk periods.

1951. "The silk of Marwan I." See Publications, no. 16. In final form I was forced to conclude that we do not know if it belongs to the time of Marwan I, or Marwan II.

1953. "Two unpublished Arabic inscriptions in the Metropolitan Museum of Art." One, the Umayyad glass cup, see Publications, no. 18.

1954. "The Umayyad period," in a joint symposium with the Far Eastern Association on Critical Transition Periods. The other speakers were Max Loehr, Stella Kramrisch, and Aschwin Lippe.

1955. ("Qusair ‘Amra, the painting of the Six Kings"). Not given. See my list of independent work, no. 3.

1956. "Artists' signatures of the Near East." See my list of independent work, no. 4. This includes a plea for help from specialists in the ancient oriental fields to find out where and when the practice began.
Florence Ely Day

1956

COMMITMENTS: Work requested and now in progress.

1. For the Encyclopaedia of Islam, new edition, two articles, on glazed pottery and on textiles. Due in 1956.

2. For Miss Hetty Goldman, Institute for Advanced Study, Princeton, the volume Islamic Tarsus. In the series of her Tarsus excavations.

3. For Mr. H. Dunscombe Colt, 280 Park Avenue, New York, help in publishing the Early Islamic finds from his excavations at 'Auja Hafir and at Isbaita, Palestine. (Mr. Colt is now in England, till October 1956).

4. For Prof. Casper J. Kraemer, Classical Department, New York University, help in publishing the Greek-Arabic papyri of the Colt expedition; historical commentary and index of the Arabic names.

5. For Dr. Erich F. Schmidt, Oriental Institute, University of Chicago, to publish the Islamic textiles from his excavations at Rayy, Persia.

6. Originally requested by George Sarton, who died March 22, 1956, for Isis, "The Mashhad Dioscorides MS." (Whether or not this is completed will depend on time, and on the interest of the present Editor of Isis, I. Bernard Cohen, Widener Library, Harvard University).
29 May 1963

Memorandum to Mr. Morgan:

This will authorize you to charge the Publications Fund, and pay Mrs. Sherr the sum of $337.50, for editorial work on Miss Goldman's TARSUS.

Robert Oppenheimer
INSTITUTE FOR ADVANCED STUDY
PRINCETON, NEW JERSEY

REQUISITION FOR PAYMENT

Date: 25 June 1963

Pay to: Princeton University Press

Address: Princeton, New Jersey

Approved by (Signature): [Signature]

Amount: $4,471.94

To be charged to: Publications Fund

In payment of (Itemize):

Balance of subsidy for TARSUS III,
per invoice: $4,471.94

Check No.: ..................................................

Batch No.: ..................................................

Extensions Chkd: ..........................................

Entered By: ...............................................
Dr. J. Robert Oppenheimer
Institute for Advanced Study
Princeton, New Jersey

Dear Dr. Oppenheimer:

By this time I hope you have the third volume of Miss Goldman's work on Tarsus, and I trust that you are pleased with it. I know that Miss Goldman felt that it came out very well, after much long labor.

You will recall that our contract states that the Institute will pay the actual manufacturing cost, which was estimated at that time to amount to $13,787. $10,000 was paid in advance, and we now have the complete costs for the entire edition, of which 500 sets were printed, and 285 copies were bound of Part I, and 292 of Part II. We shall bill the Institute for additional binding when and if that becomes necessary, probably not for at least several years. Meanwhile the total actual manufacturing cost has amounted to $14,471.94. With the $10,000 advance, this leaves a balance of $4,471.94, for which our invoice is enclosed.

This completes the Tarsus series, which is indeed a great achievement for Miss Goldman and her collaborators. We are grateful to her and to the Institute for allowing us to play our part in making this achievement known to the world.

Sincerely yours,

Herbert S. Bailey, Jr.
24 October 1962

Dear Mr. Bailey:

Thank you for your good letter of October 19th. I know that it does not represent good tidings for us, but I appreciate the magnitude of the undertaking, and appreciate also the steps you propose to bring a little relief to the Institute’s financial burden.

With good wishes,

Robert Oppenheimer

Mr. Herbert S. Bailey, Jr.
Princeton University Press
Princeton, New Jersey
Dr. J. Robert Oppenheimer  
Institute for Advanced Study  
Princeton, New Jersey  

Dear Dr. Oppenheimer:

I am writing with regard to Miss Goldman's book on the excavations at Gözlu Kule, Tarsus, Volume III, which is now going out in page proof. You may recall that our contract provides that the Institute pay for the actual manufacturing cost, which was estimated in 1961 to amount to $13,787 for 500 copies. We estimated originally that the manuscript would make 400 text pages plus 104 pages of collotype illustrations and 28 pages of offset illustrations. It now appears that the book will make 452 text pages plus 104 pages of collotype illustrations and 36 pages of offset illustrations. You will see that this is an increase in size; moreover we have not yet received Miss Goldman's preface and summary, and in addition it appears that the cost of alterations in type is running somewhat more than the ten per cent which we originally allowed. The result of all this is that the total actual cost of manufacture will be in the neighborhood of $15,500; I hope not more and perhaps less. There is not very much that we can do to hold down costs in a book of this kind, especially where the quantity is so small and the format is established by earlier volumes.

Because of the additional size of the book, our own costs are slightly in excess of our estimate (for editorial work, layout, etc.), but they have not increased as much as the manufacturing cost. Therefore I propose to make some changes to take account of this increased cost. In the first place, I propose to increase the price of the volume from $36 (as earlier volumes) to $40. I do not believe that this will make any difference whatever in the sale of the volume, which is primarily to libraries that have purchased the earlier volumes. Our present agreement provides that the Institute shall begin receiving a royalty of fifty per cent of the net receipts after 150 copies are sold, and this goes to eighty per cent after 300 are sold. I propose
to change this to provide a royalty of ten per cent of the net receipts on the first 150 copies, going to fifty per cent at 150 copies and eighty per cent at 300 as before. This will permit the Institute to get some income to compensate for this extra cost, beginning with the sale of the first copy. This additional income will not entirely compensate for the increased cost, but it should amount to something like $1,000 over the life of the edition.

I am sorry that the cost increased beyond the original estimate, but I do not think it could have been anticipated or avoided. The proposed change in the price and royalty arrangements is in favor of the Institute, if so costly an arrangement could be said to be favorable at all. At any rate, I trust that the proposed change will be satisfactory, and I shall put it into effect unless I hear from you otherwise.

In closing I want to say that it is a satisfaction to us, as I am sure it is to you, to see Miss Goldman's monumental work at last nearing completion. Although these books are exceedingly expensive in every way, their contribution to scholarship is undisputed, and one can even argue that, now that the site has been excavated, in a sense these volumes are the great city of Tarsus.

Sincerely yours,

Herbert S. Bailey, Jr.

HSB:ntp
Luella has now received the first royalty payment from the Press on Miss Goldman's book on Tarsus ($450). As "underwriter" we receive 60% and the Press receives 40% from the sale of the book.

Do you want Luella to set us a separate fund account for this to be carried in the budget, or should she put it into the general Publications Fund account? Or is there some other specific use for the fund?

(telephone call with Luella) Separate fund to be carried, and made available to Publications Fund, unless there is objection from New York office. LT thinks there will be no objection and ledger will be marked to carry fund from year to year in operating budget.
March 23, 1950

Dear Mr. Smith:

The final check in the amount of $2500, due on Miss Goldman’s TARSUS subsidy is enclosed.

Dr. Oppenheimer appreciated very much your sending him a set of the books. Thank you too for your offer of an additional set. We do not really need another for the office.

Sincerely yours,

(Mrs. John D. Leary)
Aide to the Director

Mr. Datus C. Smith, Jr.
Princeton University Press
Princeton, New Jersey

Enclosure
March 21, 1950

Mr. John D. Leary
Office of the Director
Institute for Advanced Study
Princeton, New Jersey

My dear Mrs. Leary:

You responded so promptly with a check when I last wrote you about Miss Goldman's TARSUS that I am hesitating about writing now that, the book having finally appeared, the final amount of subsidy -- $2500 -- is now payable. I write now, however, while it is in mind, but urge you to go to no inconvenience in putting the payment through. A set of the books is, of course, being sent to Mr. Oppenheimer. If you find it would be useful to have an additional set for your own office, please let me know, and we will send it.

Sincerely yours,

DCS-B
INSTITUTE FOR ADVANCED STUDY
PRINCETON, NEW JERSEY

REQUISITION FOR PAYMENT

Voucher No. ........................................
Date ........................................

Pay to ........................................
Princeton University Press

Address ........................................
Princeton, New Jersey

Approved by (Signature) ........................................
Amount $ ........................................

To be charged to ........................................
Publications Fund

In payment of (Itemize)

Final payment on $14,000 subsidy for Miss Hetty Goldman's
EXCAVATIONS AT GOZLU KULE: TARSUS, Volume I ............... $2500.

To be filled in by accounting department.
Debit: ........................................
Credit: ........................................

Date ........................................
Ext. ckd: ........................................
Check No: ........................................
February 8, 1950

Mrs. John D. Leary  
Office of the Director  
Institute for Advanced Study  
Princeton, New Jersey

My dear Mrs. Leary:  

Thank you for your letter of February 4, and the further payment of $4,500 on account of the subsidy in connection with Miss Goldman's TARSUS. There was no reason why this should have been paid earlier, and if so it should have been up to us to ask for it.

Sincerely yours,

[Signature]

Datus C. Smith, Jr.
February 4, 1950

Dear Mr. Smith:

Dr. Oppenheimer was out of town when your letter of January 31st came to his office; he has asked that the enclosed check in the amount of $1,500 be sent to the Press as the due payment on the subsidy for Miss Goldman's TARSUS. We are sorry this was not sent earlier in the fiscal year as had been intended.

Yours sincerely,

(Mrs. John D. Leary)

Mr. Datus C. Smith, Jr.
The Princeton University Press
Princeton, New Jersey
Mr. Robert Oppenheimer  
Institute for Advanced Study  
Princeton, New Jersey

January 31, 1950

Dear Robert:

At long last, and after editorial vicissitudes which I shall not trouble you to relate, Miss Goldman's TARSUS is nearly finished. We have completed everything except the tail end of the presswork and binding, and the two volumes should be out in early or mid-March.

Although the full amount of the subsidy is not payable until publication, I thought you might like to have this recapitulation:

By our agreement there was to be a total subsidy of $14,000.

You have already paid us $7,000, made up as follows: $500 which you passed on to us on behalf of Bryn Mawr College; $1,000 which you passed on to us on behalf of the Archaeological Institute; and $5500 which you paid on your own behalf July 7, 1948.

That left $7,000 yet to be paid, and I think the plan for this payment was set forth in my letter to you of March 17, 1949:

$4500 to be paid at your convenience shortly after July 1, 1949.

$2500 to be paid upon publication.

Sincerely yours,

Datus C. Smith, Jr.

DCS-B
Miss Trinterud

Mrs. Leary

Funds for Miss Goldman's Tarsus volume

Under the present agreement the following payments to the Princeton University Press are to be made by the Institute:

$5000. — shortly after July 1, 1948

$2000. — on publication

$2500. — shortly after July 1, 1949

These amounts are to be paid from the new Publications Fund set up in the 1948-49 budget. (Note: $1500. has already been paid to the Press for this work - from outside sources.)

DML
March 17, 1948

Miss Hetty Goldman
Institute for Advanced Study
Princeton, New Jersey

Dear Mr. Oppenheimer:

I acknowledge with thanks and with deep appreciation for your attitude toward the entire enterprise, the signed contract dated February 23, 1948, covering publication of Miss Hetty Goldman's EXCAVATIONS AT GOZLU KULE: TARSUS, this new agreement replacing the previous one dated November 12, 1945.

Also, I acknowledge receipt of the complete manuscript in its final form, and all of the illustration material.

We are very pleased with your idea of including some appropriate reference to the Institute for Advanced Study on one of the display pages in the front matter of the book, and this will be done.

As to time of payment of the subsidy, we agreed yesterday on the following schedule in place of that set forth in the agreement:

$1500 already received

$5500 to be paid at your convenience shortly after July 1, 1948

$2500 to be paid upon publication

$4500 to be paid at your convenience shortly after July 1, 1949

Sincerely yours,

Datus C. Smith, Jr.

P.S. I am most grateful to you for your willingness to talk with Chester Kerr next Tuesday, March 23. He is director of the survey of university presses which is being conducted by the Association of American University Presses, under the sponsorship of the ACLS, and with a grant from the Rockefeller Foundation. In accordance with your suggestion, I shall bring Mr. Kerr to your office at about 3:30.
We take pleasure in sending you the enclosed check and this royalty statement covering the period August 1, 1961 to January 31, 1962 for your book Tarsus II

1 Copy

Net Receipts $27.00
50% of Net Receipts $13.50
Memorandum to Mr. Morgan:

At the request of Mr. Bailey, Dr. Oppenheimer has authorized the payment to the Princeton University Press of $10,000, toward the manufacturing costs of Miss Goldman's TARSUS, Volume III. This is to be charged to the Publications Fund.

Verna Hobson
Dr. Robert Oppenheimer  
Institute for Advanced Study  
Princeton, New Jersey

Dear Dr. Oppenheimer:

We are about to put Volume III of Miss Goldman's book on Tarsus into production, which means that we shall begin incurring heavy expenses on it. Therefore I should be grateful if you would send us your check for $10,000 toward the manufacturing costs, as specified in our agreement.

I suppose it will take about a year to produce the book, as it has with other volumes. It is a complicated job, but we shall do our best to avoid delay.

Sincerely yours,

Herbert S. Bailey, Jr.

HSB:mlh
Dr. J. Robert Oppenheimer  
The Institute for Advanced Study  
Princeton, New Jersey  

Dear Dr. Oppenheimer:

Thank you for your letter of October 6 regarding Volume III of Miss Goldman's great work on Tarsus. I don't wonder that you aren't enthusiastic about the large losses such publication entails, but I appreciate your understanding of the situation. I am enclosing herewith two signed copies of a contract for publication in accordance with the terms outlined in my letter of October 5. If you find everything in order, please sign both copies, keep one for your records, and return one to me. But if there are any questions, please don't hesitate to ask.

With best wishes,

Sincerely,

Herbert S. Bailey, Jr.

October 13, 1961
MEMORANDUM OF AGREEMENT

made at Princeton, New Jersey, this eleventh day of October 1961

BETWEEN

The Institute for Advanced Study of Princeton, New Jersey (hereinafter called the Proprietor and designated by the masculine singular pronoun)

AND

PRINCETON UNIVERSITY PRESS, of Princeton, New Jersey (hereinafter called the Publishers)

relating to a work now entitled

EXCAVATIONS AT GOZLU KULE, TARSUS, VOLUME III,
by Hetty Goldman and others

AUTHOR'S GRANT

1. The Proprietor hereby grants and assigns to the Publishers the full and exclusive right during the term of copyright and renewals to publish or to cause others to publish the said work in all forms and in all languages throughout the world.

The Proprietor authorizes the Publishers to take out copyright in their name in the United States, and in other countries if they deem advisable. The Proprietor promises full and reasonable cooperation in effecting copyright renewal, which he agrees to assign to the Publishers.

AUTHOR'S WARRANTY

2. The Proprietor represents and guarantees that he is the sole author and proprietor of the said work and that he has full power to make this agreement and grant; that the said work does not infringe the copyright or other proprietary right of any other person; and that the said work contains no libelous or other unlawful matter, and makes no improper invasion of the privacy of any other person. The Proprietor undertakes to hold harmless the Publishers from any claim, suit, or proceeding asserted or instituted on the grounds that the said work infringes such rights or contains such hurtful matter, and to indemnify the Publishers for such reasonable expenses as may be incurred in defense against such claim, suit, or proceeding.

AGREEMENT TO PUBLISH

3. The Publishers agree to publish the said work at their own expense (unless otherwise specifically provided in this agreement) within a reasonable period in such form as they deem most suitable. Provided, however, that in the case of a work in substantially incomplete form or in prospectus at the time of this agreement the Publishers' commitment to publish shall be contingent upon the decision of the Editorial Board of Princeton University Press when the complete manuscript is submitted that it is in form and content worthy of scholarly publication; it being understood that this is to be a scholarly decision without reference to commercial expediency; and it also being understood that the Editorial Board has already given general approval to the subject and plan of the work, which is to be approximately

PROTECTION OF SALE

4. The Proprietor agrees that he will not, without the consent of the Publishers, publish any abridged or other edition of the work or any book of a similar character tending to interfere with the sale of the work covered by this agreement.
DELIVERY OF MANUSCRIPT

5. The Proprietor agrees to deliver the complete manuscript, together with all illustrations, maps, charts, drawings, or other material (except index) to be included in the work, not later than . If the Proprietor shall fail to make delivery by that date, the Publishers shall be released from all obligations under this agreement unless they have advised the Proprietor in writing of their willingness to postpone the delivery date; but the Proprietor shall not be free to cause publication of the said work elsewhere until he shall have reoffered it to the Publishers under the terms of this agreement.

SIZE OF MANUSCRIPT

6. The manuscript of the work as submitted to the Publishers consists of:

| 1,268 PAGES | 128 PLATES |

In any revision which he may undertake before the work goes into production the Proprietor shall not add to the size of the manuscript or number of illustrations without the written permission of the Publishers.

FORM OF MANUSCRIPT

7. The Proprietor agrees to present a legibly typed manuscript and illustrations, charts, etc., suitable for reproduction. If submitted in such form that editing (aside from routine "copy-reading" customary among publishers) is required, or that retyping of manuscript or redrawing or other processing of illustrations is necessary, such work shall be done by the Publishers and charged to the Proprietor's account. Unless a special request as to spelling, capitalization, punctuation, and typographic style is made by the Proprietor, and unless a manuscript consistently following such style shall be furnished, the Publishers are authorized to make the manuscript conform to the style which they believe to be most suitable for the work, provided, however, that the Publishers shall not be free, in the process of editing, to make substantive changes in the manuscript without the express approval of the Proprietor. The Proprietor agrees that if the book is to include an index he will prepare it promptly after page proof has been submitted, or, if he fails to do this, will compensate the Publishers for their expense in preparing the index. The Proprietor agrees to pay all permission fees (if any) for the use of text or illustrations controlled by others, and upon request to furnish the Publishers with written evidence of the copyright owner's authorization to use the material.

AUTHOR'S ALTERATIONS

8. The cost of Author's Alterations (i.e. changes from the original manuscript submitted by the author, exclusive of the cost of correcting printer's errors) made by the Proprietor in type and/or plates shall be borne by the Publishers to the extent of 10% of the cost of original composition, but beyond that amount shall be charged to the Proprietor's account. The cost of Author's Alterations in illustrations, exclusive of correction of printer's or platemaker's errors, shall be borne by the Publishers to the extent of 10% of the cost of making the original plates or negatives, as the case may be, but beyond that shall be charged to the Proprietor's account.

REVISED EDITIONS

9. The Proprietor agrees to revise the first and subsequent editions of the work and to supply any new material necessary from time to time to keep the work up to date as may be desired by the Publishers; and in the event that the Proprietor shall neglect or be unable to make such revision or to supply such new material then to permit the Publishers to engage some other person or persons to revise the said editions or to supply such new material and to deduct the expense thereof from royalties accruing to the Proprietor on such revised and enlarged editions.

INSURANCE

10. The Publishers shall take the same care of any manuscript, illustration, or other material placed in their hands by the Author as they would of their own property, but they shall not be responsible for its loss or damage beyond the amount (if any) for which the Author requests in writing that it be insured at his expense.

ROYALTIES

11. Six months after first publication of the work, the Publishers shall prepare a royalty statement covering sales of the work to that date, and within 60 days thereafter shall pay the Proprietor the amount due. Thereafter the Publishers shall pay the Proprietor in the months of March and September of each year the royalty payable as of the preceding February 1 and August 1, respectively, covering sales during the preceding six months. Provided, however, that annual rather than semi-annual payments may be made if a semi-annual payment would be in an
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<th><strong>REGULAR DOMESTIC SALES</strong></th>
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<td>On book sales within the continental limits of the United States (except for the special cases listed below), the following stipulated percentage of the list price: No royalty on sales of the first 150 copies sold; fifty per cent of the net receipts from the next 150 copies sold; eighty per cent of the net receipts from all copies sold beyond 300 copies.</td>
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<th><strong>FOREIGN SALES</strong></th>
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<td>On book sales outside the continental limits of the United States, one-half the above stipulated percentage of the list price.</td>
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<th><strong>SPECIAL DISCOUNTS</strong></th>
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<td>On sales of sheet stock or on book sales at special discounts of 50% or more from the list price, or on book sales of a special edition issued by the Publishers and retailing at less than two-thirds of the list price of the regular edition, the regular domestic royalty rate (as stipulated above) calculated on the net amount actually received by the Publishers.</td>
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<td>In the event of publication of an abridged, expanded, or revised edition necessitating the resetting of twenty per cent or more of the work, the said edition shall be considered a new work and a new agreement shall be arranged on mutually agreeable terms.</td>
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<th><strong>ROYALTY-FREE COPIES</strong></th>
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<td>No royalty shall be paid on any copies lost or destroyed, or on damaged or overstocked copies sold at or below manufacturing cost, or given away for the purpose of aiding the sale of the work.</td>
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<th><strong>REDUCED RATE-OF-SALE</strong></th>
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<td>In any royalty-payment period in which the sale of the work is less than 150 copies, the royalty shall be one-half the regular royalty rate as stipulated above.</td>
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<th><strong>PRINCETON PAPERBACK EDITION</strong></th>
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<td>If the Publishers should issue their own paperback edition of the work, the regular royalty rate shall be five per cent of the paperback list price, and the above-listed stipulations with respect to foreign sales, special discounts, reduced rate-of-sale, revised editions, and royalty-free copies shall apply.</td>
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<th><strong>OTHER RIGHTS</strong></th>
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<td>13. The Proprietor grants and assigns to the Publishers the full, sole, and exclusive right to arrange for the sale or licensing of the following rights relating to the said work, and constitutes the Publishers his representatives and attorneys-in-fact for that purpose. If such rights are sold or licensed, the Publishers shall pay to the Proprietor, at the time of the next royalty payment after receipt of the funds, the following portion of the net amount actually received for such sale or licensing: (a) Translation, first and second serial rights, selection, abridgment, paperback, condensation, digest, adaptation, syndication, omnibus volumes, receipts from a license to another publisher to reprint in whole or in part, or from a license to a book club to manufacture its own edition for distribution to its members—50% of the net amount actually received by the Publishers. (b) Dramatization, public reading, radio, television, and motion picture rights (sight and sound) or the right of reproduction by other mechanical devices—85% of the net amount actually received by the Publishers.</td>
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<th><strong>AUTHOR’S COPIES</strong></th>
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<td>14. If, after three years following the date of publication of the said work, the Publishers shall advise the Proprietor in writing to his last known address that they find it necessary to discontinue publication, or if the Publishers fail to keep the work in print and neglect to reprint it within six months of the Proprietor’s written request that they do so, then the Proprietor shall have the right to terminate this agreement by written notice. Upon such notice of termination the Proprietor shall have the right at his option within 30 days of such notice to purchase at 25% of the actual cost (including composition) the type and/or plates of the work, should any exist, and to purchase at actual manufacturing cost any copies and/or sheets remaining in the Publishers’ hands. If the Proprietor shall fail to exercise this option within 30 days, then the Publishers shall be free to destroy or dispose of the type and plates, if any, and to dispose of any copies and/or sheets in any way they see fit without payment of any royalty on such copies and/or sheets. Upon termination of the agreement, the Publishers agree to assign the copyright</td>
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of the said work to the Proprietor; thereupon all the then existing rights granted to the Publishers under this agreement shall revert to the Proprietor.

15. The Proprietor agrees to make the Publishers the first offer of publication of his next full-length book. But if the Publishers fail to exercise this option by executing a publishing agreement within 90 days of receipt of the completed manuscript, then the Proprietor shall be under no further obligation under this option, and shall be free to cause its publication elsewhere. The Proprietor is not obliged to accept the Publishers' offer under this option.

The Proprietor shall pay to the Publishers, at the time the Work goes into physical production, the sum of $10,000; and when the manufacture of the Work is completed, the Proprietor shall pay to the Publishers the remaining portion of the actual cost of manufacture, estimated at $13,787 for 500 copies.

16. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of both parties.

This agreement may be assigned by either party with the written consent of the other, which consent must be obtained in advance, and the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable. But this agreement shall be assigned only as a whole and not as a part, nor as to any part interest therein.

IN WITNESS WHEREOF, the Proprietor has hereunto placed his hand and seal, and the Publishers have caused this agreement to be executed and their seal to be affixed by authority of their Board of Trustees.

WITNESS TO PROPRIETOR'S SIGNATURE

WITNESS TO PUBLISHER'S SIGNATURE

PRINCETON UNIVERSITY PRESS

MEMORANDUM

AGREEMENT

PRINCETON UNIVERSITY

AND

PRESS
6 October 1961

Dear Mr. Bailey:

Thank you for your letter of October 5th, in which you give a semi-final account of Volume II of TARSUS, and suggest arrangements for the publication of Volume III. It would be too much for me to greet these proposals with enthusiasm or joy, but I had been well prepared for them, and I shall accept them.

With good wishes,

Robert Oppenheimer

Mr. Herbert S. Bailey, Jr.
Princeton University Press
Princeton, New Jersey
Dr. J. Robert Oppenheimer
Institute for Advanced Study
Princeton, New Jersey

Dear Dr. Oppenheimer:

I am writing to you concerning Miss Hetty Goldman's EXCAVATIONS AT GOZLU KULE, TARSUS, VOLUME III. Miss Goldman submitted the manuscripts to us last spring, and at the summer meeting of our trustees our Board approved publication in the hope that the Institute would support Volume III in the same way that it supported Volume II. Let me recall to you the arrangements for publication of Volume II.

The Institute paid the actual manufacturing cost of Volume II, which amounted to $13,590.38. Four hundred and eleven copies were printed, and the Press published the work at a list price of $36. Since August 1956, when the book was published, we have sold 260 copies, and according to our arrangement the Press retained all receipts from sale of the first 150 copies and 50% of the receipts beyond that; thus the Press has returned to the Institute $1,246.59 to date. We have 93 copies remaining, the rest having been used as free and review copies. The Press's share of the receipts is of course used to cover the costs of editorial work, advertising, storing, shipping, insurance, accounting, and other overhead factors.

This is hardly a very encouraging financial picture, but I suppose the publication of archeological reports must be considered a part of the archeological excavation budget. In any case, the costs have to be covered if the report is to be published, and we hope that the Institute will want to continue to support publication of Miss Goldman's volumes. The estimated cost of printing Volume III is $13,787.00 for 500 copies, and we would recommend printing 500 copies instead of 400 because a fairly large number is needed for free and review. Volume I, which was published in 400 copies in 1950, is out of print, and since these are books for the ages, one would hope to keep them in print longer. As with Volume II, we would ask to retain all receipts from the sale of the first 150 copies and 50% of the receipts.
from the sale of the next 150 copies. After that we would have recovered most of our own costs and could pay 80% of the net receipts to the Institute. This is a slight change from the arrangements for Volume II, but since the expense is so heavy and since the larger number would be printed, we would be able to return a larger amount to the Institute when all copies are sold. If these arrangements are satisfactory, I shall be glad to make up a formal agreement along this line. I should also be glad to come to your office to discuss publication, and in any case I shall hope to hear from you.

Sincerely yours,

[Signature]

Herbert S. Bailey, Jr.

HSB:mlh
Dr. J. Robert Oppenheimer
Institute for Advanced Study
Princeton, New Jersey

Dear Dr. Oppenheimer:

I am writing to tell you that the Trustees of Princeton University Press at their recent meeting approved publication of the third volume of THE EXCAVATIONS AT TARSUS, by Miss Goldman and others. Their approval is based on the assumption that publication of the volume can be financed in the same way as Volume 2. That is, we are hoping that the Institute for Advanced Study will pay the manufacturing cost (which I am now having estimated) and that the Press will pay for the editorial, advertising, and other non-manufacturing costs (estimated at approximately $6,000.00). We would expect, as with Volume 2, to retain 100 per cent of the receipts from sale of the first 150 copies and 50 per cent of the receipts thereafter. This would enable the Press to recover the better part of its costs over a period of perhaps ten years; the Institute's prospective recovery would amount to only a few thousand dollars against a much larger manufacturing cost.

Like the earlier volumes, this will be a very large book. The manuscript amounts to more than 1,200 typewritten pages, and there are many illustrations. We are working on the manufacturing estimate now, and I shall write again when I have a definite figure. The figure for Volume 2 was $14,000.00, and I suppose that this will be in the same order of magnitude. We printed 400 copies of Volumes 1 and 2, and we found that it was necessary to distribute a larger number of free copies of each volume than we anticipated. Some of these were review copies, some authors' copies, and some were used by the Institute. On the basis of this experience, it would probably be better to print 500 copies of Volume 3; the additional copies would add only very slightly to the cost. I shall give you complete figures on cost when I have them.

I have told Miss Goldman that we have approved publication subject to working our suitable arrangements with the Institute. We shall proceed with editorial work here as soon as we can, in the expectation of putting the book into production in the late summer or early fall. Meanwhile I hope that we can make a definite
Dr. J. Robert Oppenheimer

agreement for publication.

I shall be writing again soon, but I thought I should let you know now of the action by our Trustees.

With best wishes,

Sincerely,

Herbert S. Bailey, Jr.

June 16, 1961