

February 21, 1955

Dr. Joseph Lein  
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Bristol Laboratories  
Syracuse 1, N.Y.

Dear Joe:

Thank you for your letter of the 18th. It restates very well our conversation and my own letter of the 11th; the areas of concordance may be taken as settled.

I have a suggestion to reconcile our views on the basis of compensation (2) and exclusive consultation (3). I had ~~thought~~ thought that a strictly per diem arrangement might be incompatible with (3), since it might turn out that you really had no work for me, but I would be barred from consulting with another outfit. I assume in any event that the contractual bar would lie only for the term of the contract.

My suggestion is that I take a monthly retainer of, say, \$50 (or any other amount you think reasonable) as the basis of (3). My actual work would still be charged at \$100 per diem, as outlined in my letter. This fee would be payable monthly; the retainer for that month would be credited against the fee, if any. This would retain the advantage that I would not have to keep accounts on trivial details (like your phone call on microscopic equipment, or brief consulting visits from you) that would not add up to a substantial figure. It would also ensure that, aside from the more or less nominal retainer, I earned my way for you, on the one hand, and did not take too much time from my other responsibilities on the other.

I am a little sorry about your (6), as I probably will not be able to manage this visit before mid-May, three months off. I can see your point; however, if you change your mind and want to get started sooner, I will be amenable to it.

Thank you for your note about Br. Tepperman. I certainly will get in touch with him.

Yours sincerely,

  
Joshua Lederberg