

BUD LILLY
2007 Sourdough Road
Bozeman, Montana 59715

STATEMENT
April 3, 1992

TO: Royal Publications, Inc.
DBA Nutri-Books Corp.
790 West Tennessee Avenue
Denver CO 80223

12 each A Trout's Best Friend @ \$3.00 = \$36.00

SHIPPING CHARGES 3.23

TOTAL \$39.23

Above shipment was sent to you on March 3, 1992.
Payment is expected within 10 days of statement date.

BUD LILLY
2007 Sourdough Road
Bozeman, Montana 59715

INVOICE
March 3, 1992

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TERMS: NET 30 days

SHIP TO:

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No. 104575

Purchase Order From

BUD LILLY
2007 SOURDOUGH ROAD
BOZEMAN MT 59715

ROYAL PUBLICATIONS INC...
DBA NUTRI-BOOKS CORP
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DENVER CO 80223

2/25/92 0282 UPS FOB 3/06/92

NET 30 DAYS MARCIA TRUAX

1 W1128 12 EA W1128 4.177 50.12
 TROUT'S BEST FRIEND

ANY ITEM NOT SHIPPED WITHIN
60 DAYS IS CANCELLED!

50.12

Pruett publishing company

2928 Pearl Street • Boulder, Colorado 80301 • (303) 449-4919

8/9/88

Bud Lilly
2007 Sourdough Road
Bozeman, MT 59715

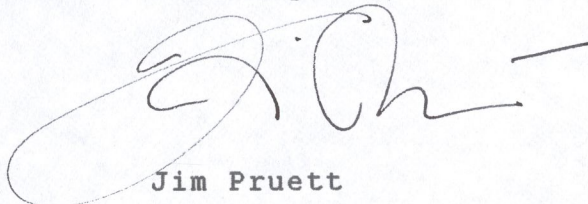
Dear Bud;

John and I made it back home in fine shape and now that I have cleared off my desk a bit I wanted to drop you a line to say thanks for taking the time to fish with us for a day. I know that we all enjoyed it.

I remembered that I told you I would send you a sales report which I have enclosed. I have made notes on it to make it easier to read. We will be sending your royalties in the next week or so.

Bud, I should have mentioned that I will be in the Bozeman area this spring. As that draws closer I will get in touch, maybe we can have a quick cup of coffee when that happens.

Best regards,

A handwritten signature in black ink, appearing to read 'Jim Pruett', with a long horizontal line extending to the right.

Jim Pruett

1420 COVER

01/01/80

SALES HISTORY REPORT

PAGE: 1

ISBN #	TITLE	JUL	AUG	SEP	QTR1	OCT	NOV	DEC	QTR2	JAN	FEB	MAR	QTR3	APR	MAY	JUN	QTR4	TOT
T-744-8	Schu-Trout's Best-\$18.95c																	
1987	QTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AMT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

08/09/88

SALES HISTORY REPORT

PAGE: 1

ISBN #	TITLE	JUL	AUG	SEP	QTR1	OCT	NOV	DEC	QTR2	JAN	FEB	MAR	QTR3	APR	MAY	JUN	QTR4	TOT
T-744-8	LILLY-TROUT'S BEST FREIND																	
1987	QTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AMT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1988	QTY	273	0	0	273	0	0	0	0	0	0	0	0	0	0	0	0	273
	AMT	2910	0	0	2910	0	0	0	0	0	0	0	0	0	0	0	0	2910

TOTAL BOOKS 273
TOTAL \$ 2910

PAPER BACK

01/01/80

SALES HISTORY REPORT

PAGE: 1

ISBN #	TITLE	JUL	AUG	SEP	QTR1	OCT	NOV	DEC	QTR2	JAN	FEB	MAR	QTR3	APR	MAY	JUN	QTR4	TOT
T-745-6	Schu1-TroutFriend-\$13.95																	
1987 QTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1133	1133	1133
AMT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	8279	8279	8278

08/09/88

SALES HISTORY REPORT

PAGE: 1

ISBN #	TITLE	JUL	AUG	SEP	QTR1	OCT	NOV	DEC	QTR2	JAN	FEB	MAR	QTR3	APR	MAY	JUN	QTR4	TOT
T-745-6	LILLY-TROUT'S BEST FRIEND																	
1987 QTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1133	1133	1133
AMT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	8279	8279	8278
1988 QTY		15	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	15
AMT		114	0	0	114	0	0	0	0	0	0	0	0	0	0	0	0	114

TOTAL BOOKS 1148

TOTAL \$ 8392

YELLOW HIGHLIGHT SHOWS QUARTER TOTALS
TOP # IS BOOKS SOLD
BOTTOM# IS DOLLARS IN SALES -

Bud:
Here are
two short
"articles" that
could be
lifted directly
from A TROUT'S
BEST FRIEND
for the
newsletter.
No need to
credit me
with these.
Paul

~~Morgan, Charlie Brooks, Dan Bailey, and others - got together and organized the Foundation for Montana Trout, a very specifically directed little institution whose purpose is to find ways to encourage the preservation of trout resources, especially but not exclusively in Montana. What we have done is raise enough money so that the interest from it can be used to fund worthy research projects related to wild trout management. It's a good cause, it's helping, and I recommend it to your attention as much as T.U., F.F.F., and the other organizations.~~

The Montana Ambassadors

The state of Montana, in order to develop its potential, has a program through which Governor Ted Schwinden has recently asked 180 citizens to act as "ambassadors." We start by contributing \$150 each for this privilege, and the idea is that we can contact people we know, through our various business and personal connections, who might be interested in looking at Montana as a business opportunity. What I have concentrated on is a program we call the Ambassador Catch-and-Release Fly Fishing Tour. We invite ten or twelve Chief Executive Officers of potentially interested corporations to come out for a little fly fishing adventure. We put them up on a nice guest ranch - we used the Mountain Sky Guest Ranch in the Yellowstone Valley - and take them fishing, show them what the state's natural possibilities are, and give them some introduction to the economic possibilities as well. We started the program in 1985, and based it on a program that Nebraska developed around their wonderful bird-shooting. The program is done without state money, we

insist on fly fishing and catch-and-release, and we expose some very influential people to the most current thinking in fishing management and ethics, at the same time subtly suggesting by this example that we want them in Montana but we want to keep Montana's rare values at the same time.

The philosophy of this program was developed by John Wilson and Gary Buchanan of the state, both avid fly fishermen. It does have potential for conflict with other state departments, of course, as the state's Department of Fish, Wildlife and Parks has a more broad approach to managing most of the state's fisheries than just fly fishing. But so far it's working, and I don't mind increasing the chances that incoming executives with political power will already be converted to fly fishing.

There is no way that Montana can continue relying on the timber industry, and mining, and even agriculture to the extent we used to. I'd like to see my kids have a chance to live here without the risk of having to move to Sunnyvale, California. And we are now in a position to direct the state so that the values that matter to so many people, including such things as healthy trout streams, can be protected.

The Greater Yellowstone Coalition

In 1986 it was my pleasure to be named to the board of the Greater Yellowstone Coalition. This is an umbrella organization of dozens of local, regional, and national organizations, all of which have some interest in seeing to it that the important values of the Yellowstone area are protected. Greater Yellowstone includes more than 10 million acres, at the heart of

which is Yellowstone Park, but which also includes the several surrounding national forests and a great amount of state and private land as well. The idea that this area should have some kind of unified management plan, or at least some clearly understood general management direction, is an old one, but only in the last few years have the area's friends joined together to try to influence the many federal, state, and local agencies, as well as the private landowners, to look at the bigger picture rather than try to manage the area piecemeal. The piecemeal approach, which had each forest supervisor, town manager, park ranger, homeowner, and businessman saying "What I do is my own business," was destructive, and in the long run was reducing the area's unique values. The grizzly bear is often used as an example of why the area's management needs to be coordinated; it is a far-ranging wild animal that knows nothing about jurisdictions and boundaries. But the bear is only a small part of the issue, which involves all the elements of this setting, including some of the best, wildest watersheds in the country.

I am promoting the notion that the watersheds of this uniquely endowed region are in fact the best barometer of its health. They interconnect it all, and no manager can afford to act without concern for other managers both up- and downstream. The ecosystem's network of aquatic resources demand much of our attention if we are going to care for the land they drain.

I visualize a stronger system of interagency communication, just as now exists in fire management, or bear management, or elk management, between fisheries managers throughout the Greater

Yellowstone area. There is far too little consistency in fishery management in this great region.

For example, the brown trout that migrate out of Hebgen Lake in the fall up the Madison River must migrate through a short stretch of water between the lake and Yellowstone Park before they can reach their spawning areas. The regulations in that short piece of water are far too liberal and allow the shotstopping of a significant part of the run. I object to that because it reduces the sport of the no-kill fishermen, who these days are the ones who bring the most to the local economy. I also object to it for esthetic reasons; that spawning run is an exciting natural event, and in an area known for its natural wonders we ought to interfere a little less than that. It's like the steelhead having to run through a maze of gill nets on Pacific Coast rivers. We have to think out what's really most important for us here. We can keep many of the traditional practices, but we have to reconsider them all to make sure we're keeping the right ones.

I know that we can't manage all parts of the west with the same level of control and preservation as we can manage the Greater Yellowstone Ecosystem. I also know that even in the Yellowstone area we would be foolish to try to stop growth and change; we live here, and we need many things the land can give us. But I am sure that with areas like Greater Yellowstone as models, we can do a much better job than we have almost everywhere. Nobody is asking for perfection. What we're after is improvement. And there are few better ways to measure improvement than by the number of miles of healthy trout stream an area has

PRUETT **P**UBLISHING COMPANY

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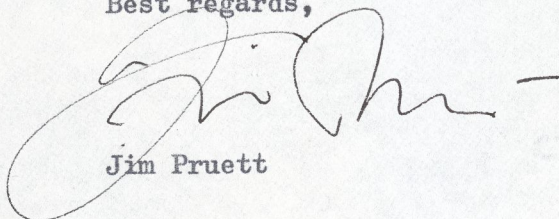
5/4/88

Dear Bud;

Here is a dust jacket for A TROUTS BEST FRIEND. I hope you like it. I will be sending one or two over to Mary at the M.S.U. Bookstore. She wanted them for promotion for the autographing on June 7th.

Thats all for now, don't hesitate to get in touch if you have any questions.

Best regards,

A handwritten signature in dark ink, appearing to read 'Jim Pruett', with a long horizontal stroke extending to the right.

Jim Pruett

10/30/87

Dear Paul & Bud;

I am going to spend some time today with the typesetter to see what we can do in terms of putting the photos alongside the text. I think your idea of using a full page for photos would work as long as the manuscript is marked before we begin to set type.

What I would like to see in terms of scheduling would be to have this ready for the typesetter by Thanksgiving, she will need two weeks, so by the week of December 14th I would like to be sending you uncorrected pages. Taking in to account the holidays I would hope we could have those pages back for final correction by the second week in January. What I am working towards is sending this to the printer in mid-February so we will have books in mid-April.

Bud, have you had any luck coming up with a photo for the cover? I will want to start work on the cover design pretty soon. If either of you would like to see sketches as the cover is developed let me know, I'd like to hear what you think.

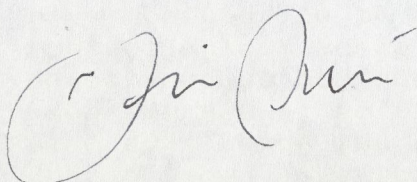
Paul, I have passed on your suggestions for which magazines would be interested in different sections of the manuscript to Lisa Anderson, she is the one in charge of publicity and promotion. She has already contacted them and will follow up on your suggestions.

I think we should start to give some thought to promotion next summer. I would like to get together in Montana in July or August, maybe bring Gierach along, who will also have a new title out, and have an autographing. Paul, is there any chance that you might be able to come out for a few days of work and fishing? I know Nick Lyons is planning a trip out west and I would really enjoy it if we could all get together. My daughter will be starting college which may mean that mid-to-late August might have me busy helping her but that is not certain. Lets see what we can do.

If either of you have any other ideas for promotion let me or Lisa know what your thinking is.

Thats all for now, you should be hearing from me after Thanksgiving.

Sincerely,



Pruett publishing company

2928 Pearl Street • Boulder, Colorado 80301 • (303) 449-4919

6/23/88

Dear Bud;

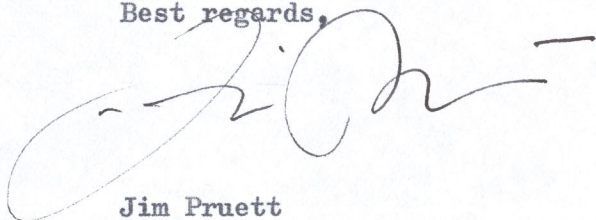
Here are the photographs that we used for A TROUTS BEST FRIEND. I wanted to get them back to you as soon as possible as I can see that some of them are one of a kind. The photo of Don Martinez was damaged in transit. Paul thought it had happened before it reached me. I feel bad that this happened.

I will be shipping you your ten free copies of the hardcover edition in the next few weeks. They are scheduled to be shipped to me this week. I would think you will have your copies by the second week in July.

I hope you feel good about the way this project came together. I am proud to have this book in our list and I think it will be a good seller for us over the years.

Bud, I ~~am~~ am going to be in Bozeman this August and would love to go fishing with you. How does your schedule look on the 3rd or 4th of August? I will be in touch as that time draws closer. If we can't get together for some time out on the stream lets at least try to have a cup of coffee.

Best regards,



Jim Pruett

Pruett publishing company

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10/7/88

BUD LILLY
2007 SOURDOUGH ROAD
BOZEMAN, MT 59715

DEAR MR. LILLY:

Enclosed is an order from a Mr. Frank Sallee. He requested that we send him autographed copies. He would like books autographed to the following people:

FRANK SALLEE
RUSTY SALLEE
DAVE SALLEE
LUCIOUS BURCH

He would like to have your autograph in the remaining two copies.

We have enclosed postage for you to ship these books to Mr. Sallee. If you have any questions, please call me at the following toll free number. (1-800-247-8224)

Thank you for your time in this matter.

Sincerely,

Mary Dawson

Mary Dawson
Order/Billing Dept.

January 5, 1988

Jim:

Here is the material you asked for long ago.

I'm concerned about two things.

? — (I want to make sure that the dedication gets its own page, and I guess I need to talk to Bud about what the dedication will be. I just don't want it to get forgotten at this production stage.

Bud I want to make sure we get the wording right on the little biographies of Bud and me that I suppose will go at the end of the book. I worry more about those since the Mountaineers--in an otherwise very nice book--introduced some strange information into a book of mine last year. I sent along a draft of what might be said with the manuscript. Perhaps you could look that over and do what you think needs doing, and let me get a look at it?

I must write you on another subject soon, when I'm on my own time. I'm doing this in haste, as the day starts here at the office.

Hope you had a good holiday, and we wish you well for the new year.

Sincerely,

Paul Schullery
152 Briarcrest Townhouse
Hershey, Pennsylvania
17033
1-717-534-2074

January 4, 1988

Sy Fishbein
5614 North 16th Street
Arlington, Virginia
22205

Dear Sy:

I want to thank you for the thoughtful foreword you wrote for Bud Lilly's book, A Trout's Best Friend, which I hope does justice to his great stories of fishing. It was a real treat helping him write that book and the other one we did.

I also wanted to tell you that I finally got an opportunity to read the Congressional Research Service's report on the Yellowstone ecosystem. You told me that it was fairly critical of the agencies and their research efforts, and I wanted to get a look at it.

I was kind of disappointed with it. Here and there it was obvious that rather than bother to ask the agencies to explain what seemed to be inconsistencies and discrepancies, the researchers just went ahead and reported that there seemed to be inconsistencies and discrepancies. They only seem to have done half of the job that needed doing, and didn't figure out what the discrepancies really meant, and who, if anyone, was to blame.

I have a lot of doubts about management in the Yellowstone area, both in the park and around it, but I don't think the report does a good job of pinning down what's going on. I probably wouldn't have bothered to tell you this but I was just reading the most recent publication from the Greater Yellowstone Coalition and I came across Chris Servheen's response. I enclose it. He gets more specific than I could, and I think he makes some good points.

One thing I think is very important. Every scientist who has studied Yellowstone's grizzly bears since 1959 has in one way or another been involved in determining the carrying capacity of the ecosystem. The critics who say we need to learn the ecosystem's carrying capacity are ignoring those findings, which compel us to understand what Chris Servheen says. We are not going to come up with some safe, magic number. I take a lot of time in my book pointing out that the carrying capacity, whatever it is, is not even constant, and that there are other things just as critically important that we must know.

Anyway, that's what I wanted to let you know.

I also enclose a couple other things I've been meaning to send you, in case you haven't already gotten them or something like them.

I hope you have a good new year. It was great to hear that you had a chance to get to know Bud. He's really a great person, and a valuable friend.

Sincerely,

Paul
Paul Schullery
152 Briarcrest Townhouse
Hershey, Pennsylvania
17033
1-717-534-2074

I don't need any of this material back.

Tammy Bakker's new book: Ministers Do More Than Lay People

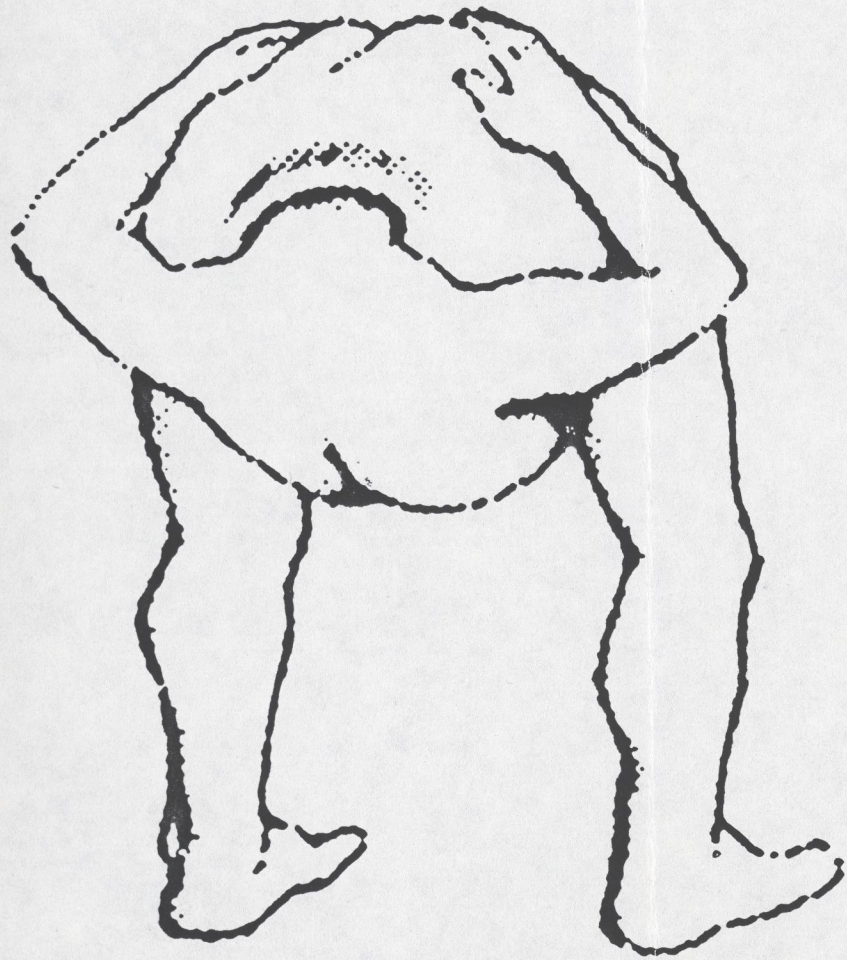
Tammy Bakker's Eleventh Commandment: Thou shalt not use thy rod on thy staff.

Do you know what's meaner than a pit bull with AIDS? The guy that gave it to him.

Did you hear that Oprah Winfrey was arrested for possession of drugs?

They searched her and discovered that she was sitting on fifty pounds of crack.

Do you know why women have four lips, two above and two below? So they can piss and moan at the same time.



**YOUR
PROBLEM
IS OBVIOUS**

May 9, 1988

Dear Jim:

The cover looks really fine, and I think it will do well. I hope Bud is pleased. I've been poor at keeping in touch with everyone the last few months, even Bud. I look forward to seeing the book.

I would like to add an order for five additional hardbound copies to my complimentary copies. Will you just bill me, or subtract it from my royalties, or should I send you a check? I don't know what your procedure is. I think I'm entitled to ten hardback copies, so I'd like a total of fifteen.

The information you received from Marriott's is incorrect. I don't have any plans for being on the west coast. I don't know how that could have happened. I haven't planned a trip out there or talked about going out there or anything.

The cover looks great, Jim, and thanks for all your good work on it.

Jim, you recently wrote me regarding the Grand Canyon book. You asked for me to suggest some text or something. I can't find the letter and I can't recall what it was you were asking me to help with. Let me know and I'll be glad to do it.

Sincerely,

Paul Schullery
152 Briarcrest Townhouse
Hershey, Pennsylvania
17033
1-717-534-2074

April 23, 1987

Dear Bud:

I'm sorry to be slow in getting stuff mailed to you but my mother's been here for the past week and we really didn't have any free time. She stays up late and we talked and talked and our mail just piled up.

Anyway, here's the contract. I'm getting it looked at by Rick Rinehart in Boulder, a very trustworthy friend. The royalty percentages are typical for a small publisher. If the book does well enough to sell that first 3,000, we'll be up to what is a very good rate for a small press. They often use this kind of sliding scale to make sure they don't take as big a loss if a book doesn't do well at all. I think this one has a good chance to sell more than 3,000. I'll let you know what I hear from Rick, who will go over the whole contract. All the other stuff looks pretty normal. You may be appalled in the long run to see how little money a book can earn. I sort of got over being appalled years ago. Now I'm just pissed that all this work gets so little money back.

But I feel good about this one because we really got it for free while we were doing the other one, so whatever we make on it is more or less gravy in the first place. And maybe we can sell some parts of it to magazines as Nick suggested. I can work with Jim on that. One of the good things about having it ready for publication so early is that we can get it to the magazines long before the publication date and if they buy some of it the stuff will appear about the same time the book comes out.

You might start thinking about contacting Charles Kurrrault. I wonder if we might suggest that we could also get Ed Zern to say something on the back of the book along with Curt Gowdy and Bobby Knight? I'm sure there are lots of other names that could be asked, too. Think about it.

I'm not too worried yet that he is reluctant to do a hardbound edition. I think we can persuade him.

I can't tell you how I enjoyed the Western Rivers Club newsletter. It's just great to see that back in print, and you did a terrific job with the first one. You have a way of saying just enough about things to get people interested. I am looking forward to seeing more of them. The announcement of the books came across just perfect.

Dianne and I were saddened to hear about Poppy, though we all knew it was coming. Such a sweet, precious dog that was, and I'm sure her loss was hard. *I'm also sure that the reason she lived so long is that her life was so good and full of love.* We're hoping things go well this time with the Trout Shop. It was a shame to see one of West Yellowstone's most valuable institutions get run down, and I'm sure it was dreadfully hard to

watch it happen after having worked your tail off all those years building it up.

I hope you're getting a good response on the mailing. It will be nice to think of you out on the streams guiding people and having fun ("No, cast it into the water...yes, that's right, now try it without involving my hat.").

Jack Russell at Fly Fisherman says they're definitely taking a chapter from the book, but I haven't heard any more than that. They may not run it for a while but that's okay - it will help one book or the other. I must pester Nick about selling it to the other magazines. I imagine that if we can't interest the larger magazines we can sell something to Dennis and get something in some of the western magazines. But sometimes I have to take that over myself. Nick has a small staff and they don't sell chapters as hard as they might. It's important for the publicity just as much as for the money.

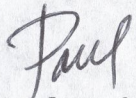
We are both working hard. We took a mean beating from the taxes and are feeling a little swamped, but we have decent income now and if we can grind along for a while we can get out of the hole.

I hope you are all doing well out there and starting some fishing. Dianne and I both send our love to Esther. Once you've had time to digest the material from Jim Pruett, let's talk about it, or just drop me a note. We have time to think it over. It looks a lot like all the other contracts I've signed, better than some, a little less good than others, but nothing unusual has jumped out at me at first glance.

I am sending you a magazine that I think you will get a charge out of. It's published in the same building where Stackpole is, so Dianne gets copies. It's a magazine about the history of sports. It has some fascinating articles about Babe Ruth and Lou Gehrig, and about Jack Nicklaus and Arnold Palmer. There's a picture of the House of David baseball team. Did you ever play against them?

Keep in touch.

Sincerely,



Paul Schullery

April 23, 1987

Jim Pruett
Pruett Publishing Company
2928 Pearl Street
Boulder, Colorado
80301

Dear Jim:

We have had company for the past week, and I was not able to get any time to myself to write you a letter. The contract was welcome, and I'm really pleased you're interested. I'm going to send a copy of it, and of this letter, to Bud, and we will get back to you about it once we have had a chance to digest it and talk it over. Nothing looks unusual to me at this stage, but bear with us for a little while so we can communicate. I'm sure Bud will want to get some advice on it, and I may too, so it may take a couple weeks. But please know that we're both pleased and extremely interested.

At this point only one concern has come to me, and so I'll bring it up here. I think it would be a great mistake to not do a hardbound edition, even if only a couple hundred or so. Bud will be signing a lot of books, and can sell a lot with his autograph. I'm sure that Greg will give the book good coverage in his catalog, as might the Trout Shop, and as Bud will in his Western Rivers Club Newsletter. I can think of one comparison, or example. Greg has sold my book Mountain Time in his catalog the past couple years. He only carries a very few titles, and gives them a nice presentation. He has sold several dozen of mine, at \$17.95. I'm sure he could sell a lot more than that of Bud's. There is no question in my mind that a hardbound printing is important and could well pay for itself and more. Bud is in a position to sign a lot of books and get to some good stores for autographing books, and people who want signed books often want hardbound books. I'm sure a party could be set up during the 1988 Conclave, among other places.

I think this is one advantage of having the other book, Bud Lilly's Guide to Western Fly Fishing, come out this year; it will get attention on Bud, and by selling both at some of the autographing opportunities we can benefit.

I know from our conversations that Bud and I both think it would be great for the book to come out in the spring of 1988. That sounds like the best timing, as you suggest.

I don't yet have strong feelings on the book's size, but want it to be in a format that will take good advantage of all the pictures. What I was thinking of was a little larger than 5 1/2 x 8 1/2, but I think it could be done in that size too. Let me send you a little book I did a few years ago, a history of the Orvis Company. This is a really nice presentation - alas, I'm out of hardbound copies, which are much more impressive - and is kind of

what I had in mind. The text is only about half as long as Bud's book, and there are more pictures than Bud's book has, but it's a nice, spacious design that gave us room for the great old historical photographs we had. Just consider it something to think about. I also happen to like the format of Trout Bum very much, and could see Bud's book done in just that size and style with the addition of lots of pictures. That would be a handsome book.

That's all for now. I'll send Bud a copy of your letter so that everybody knows what everybody has said. He is being filmed by Twenty-Twenty this summer as part of a segment on fly fishing, so he will be getting lots of publicity. Watch C.N.N. on May 3 for "Portrait of America," which has some film of him fishing.

I'll be in touch soon. I'm excited about this, Jim, and am glad to be working with you.

Sincerely,

Paul Schullery

AUTHOR PUBLISHER CONTRACT

PRUETT PUBLISHING COMPANY 2928 Pearl Street • Boulder, Colorado 80301 • (303) 449-4919

4/13/87

Paul Schullery
152 Briarcrest Townhouse
Hershey, PA 17033

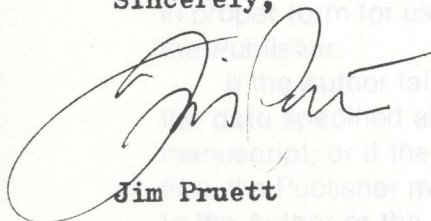
Dear Paul;

Now that I have resigned myself to the fact that I can not move my business to Hawaii or become a professional diver I figure its about time to get back to work. Even though I really enjoyed the islands and even though you can fish for trout in some spots its not the same as Montana. Can you imagine getting your backcast tangled in a Hibiscus flower?

Anyway, I have enclosed a contract for A TROUT'S BEST FRIEND. I am looking forward to this project, I see it as a nice compliment to our list. My plans for this book would be to produce it as a 5½ X 8½ paperback. I would be planning this for a spring of 1988 title. I could produce it sooner but since my fall catalogue is just about ready to go to the printer I would think best for it to be a spring title. I would like to see a foreword and at this point I would think Charles Kurrrault would be the best choice. Can you or Bud make that inquiry and let me know what comes of it? How about getting a little squib from Curt Gowdy and Bobby Knight for the back cover?

Thats about it for now. Let me know what questions you might have about the contract and we'll take it from there.

Sincerely,



Jim Pruett

If you would like to give me a phone call we have an toll free #.
It is 1-800-247-8224.

AUTHOR-PUBLISHER CONTRACT

THIS AGREEMENT dated the 9 day of April, 1987, is by and between
Bud Lilly and Paul Schullery

of 152 Briarcrest Townhouse
Hershey, Pennsylvania 17033

_____ hereinafter called the "Author,"
and the PRUETT PUBLISHING COMPANY, a division of PRUETT, INC., a Colorado corporation, of
Boulder, Colorado, hereinafter called the "Publisher".

In consideration of the mutual covenants by each party to be kept and performed, it is agreed
as follows:

1. Agreement to Publish: The Publisher agrees to publish, at its own expense, a work entitled

A TROUT'S BEST FRIEND; AN ANGLING AUTOBIOGRAPHY OF BUD LILLY

_____ .
The Publisher further agrees to publish the above work within 18 months from the date
of delivery of the finished manuscript as defined in paragraph 2 of this agreement.

2. Delivery of the Manuscript: The author agrees to prepare and supply 1 copies of
the above titled work in manuscript form, on or before the 1st day of July, 1987.

The manuscript shall, unless the Publisher instructs otherwise, consist of the following items:
text; table of contents; bibliography; index; footnotes; and all illustrations, including, but not limited
to reproductions of art work, photographs, charts, diagrams, statistical tables, maps and drawings.

The manuscript, including all the aforementioned items, shall be typewritten and double spaced,
in proper form for use as copy by the typesetter and in final form, style and content acceptable to
the Publisher.

If the Author fails to deliver the complete manuscript in a form acceptable to the Publisher on
the date specified above, or if the Author fails to include any of the aforementioned parts of the
manuscript, or if the submitted manuscript in the opinion of the Publisher does not merit publica-
tion, the Publisher may at its option terminate this agreement by giving written notice to that effect
to the Author or the Author's representative; provided, however, that the Publisher, if it so elects,
rather than terminate the agreement, may require the Author to redraft or redo the manuscript at
Author's expense in accordance with the Publisher's requirements or require the Author to supply
some missing item of the manuscript, at Author's expense; or Publisher itself may do such redraft-
ing or prepare such missing item, in which later event the Author shall pay the Publisher's costs so
incurred. In the event the Publisher terminates the agreement pursuant to any of the foregoing pro-
visions, all rights to the manuscript shall revert to the Author, except that all advance payments
shall be repaid to the Publisher, and until such repayment is completed the Author shall not be free
to present the manuscript to another publisher or to otherwise publish it.

3. Grant to Publish: The Author hereby grants to the Publisher the exclusive right to
publish the work and all subsequent editions in book form in the English language in Canada and
the United States of America, for a period not to exceed forty (40) years from the execution of this

grant, as provided by law. The publisher shall also have the exclusive right to sell the book or work, together with all publication and royalty rights to a foreign publisher for sale outside the United States, the net income from any such sale to be divided equally between the Author and Publisher. The Author further grants to the Publisher the exclusive right to control the following subsidiary rights:

- a. Anthology Rights
- b. Digest Rights
- c. First Serialization
- d. Reprint Rights (Paperback)
- e. Translations
- f. Radio and Television Rights
- g. Book Club
- h. Film rights

The net income from any sale or disposition of the above subsidiary rights shall be divided equally between the Author and Publisher.

4. Author's Warranty and Indemnification: The Author warrants that he is the sole owner of the Work and has full power and authority to enter into this Agreement. The Author further warrants and guarantees to the Publisher that this book or work contains nothing scandalous or libelous, that no person's right of privacy is invaded thereby, that it is an original work by him except for such material from copyrighted sources as is reproduced by permission of the copyright holder (any consideration for such permission will be paid by the Author) and is in no way a violation of, or an infringement upon, any copyright belonging to another party. The Author will supply the Publisher with copies of all correspondence and other documents pertaining to and granting permission to use previously published and copyrighted material in the work described in this Agreement. The Author will indemnify, hold harmless and defend the Publisher from all manner of claims on the ground the book or work violates any copyright, or contains anything scandalous, or libelous, or invades any person's rights.

5. Copyright: The Publisher shall be recognized as the duly authorized agent of the Author for the purpose of registering all copyrights covering the book or work, in the Publisher's or Author's name. The net proceeds of any recoveries arising out of the infringement of the copyright of this book or work shall be divided equally between the Author and the Publisher upon receipt thereof.

6. Proofs: The Author shall read and note corrections on all galley proofs. The Publisher shall bear the expense of correcting typographical errors in galley proofs. The Author shall be permitted to make alterations in galleys, when, in the opinion of the Publisher, such changes will not unduly delay publication, but the Author shall pay that portion of the Publisher's costs of making such alterations as exceeds 10% of the Publisher's original cost of typesetting and composition. Throughout this agreement, the term "Publisher's costs" shall be deemed to include both Publisher's direct costs and such overhead charges as the Publisher may normally employ in its internal accounting practices.

7. Production Specifications: The Publisher shall determine the specifications for production of the book or work, including but not limited to overall size; general layout and design; choice of paper and book cloth; selection, size and placement of illustrations; type of binding; and all additional matters pertaining to the physical structure and appearance of the book or work. The Publisher shall have the exclusive right to establish the retail and wholesale prices at which the book or work shall be sold.

8. Royalties: Subject to the provisions of paragraph twelve (12) of this Agreement, the Publisher agrees to pay the Author royalties as follows:

5% of the Publisher's net income from the sale of the book on the first 1000 books sold; **10%** of the Publisher's net income on the next 2000 books sold; and **15%** on all copies sold thereafter. The term "Publisher's net income" is defined as that amount actually received by the Publisher from the sale of the book. These royalties will be divided equally between the two authors.

9. Accounting: Royalties will be paid on an annual basis, within sixty (60) days following the close of the Publisher's fiscal year on June 30. At this time, the Publisher will also provide the Author with a royalty statement. When the account indicates that less than ten dollars is due the author, that amount will be held until the next royalty period.

10. Free Copies: The Publisher agrees to furnish the Author with 10 copies of the book or work at no charge. The author shall have the right to purchase additional copies of the book or work at a discount equal to fifty percent (50%) of the retail price list. The Author agrees that all copies of the book or work purchased by the Author shall be for the Author's personal use and not for resale, unless special arrangements for resale have been approved in advance by the Publisher.

11. Promotion and Distribution: The Publisher agrees to promote the sale of this book or work to the extent its business judgment dictates. The Author agrees to aid the Publisher in planning a marketing program and to generally encourage sales of the book or work.

12. Revisions: When, in the opinion of the Publisher, a first revision of this book or work is desirable, the Author shall have the option to prepare such first revision, in which event all terms of this contract shall pertain to the revised book or work unless a new contract is agreed upon. In the event the Author exercises his option to prepare the first revision he shall have an option to revise the next subsequent revision, and so forth, on the same terms and conditions. But, in the event the Author does not exercise his option to prepare the first revised edition, or does not exercise any subsequent option, or is for any reason unable to prepare any such revision, he shall thereafter lose all option rights for that and all subsequent revisions and the Publisher may prepare all revisions or select and commission someone else to make any revision, whereupon the royalties paid to the author from the sale of revised editions shall be reduced as follows:

- a. On the first revised edition revised by someone other than the Author, by one half (1/2)
- b. On the second revised edition revised by someone other than the Author, by three-fourths (3/4)
- c. On the third and all subsequent revised editions revised by someone other than the Author, no royalties will be paid to a non-participating Author.

Notwithstanding the above, no reduction will be made in royalties for a revised edition until the beginning of the sixth year after the publication of the previous edition.

13. Termination: The Author agrees that if the sale of this book or work should, in the opinion of the Publisher, become so materially lessened that it would not be profitable to continue the book or work in print, it may be declared to be "out of print", in which event this Agreement shall terminate and all rights granted herein shall revert to the Author. In the event that sales of that book or work are such that the Publisher elects to dispose of its remaining inventory of the book or work, either by its destruction or by its sale at a price of less than thirty-five percent (35%) of the original retail price, there shall be no royalty thereon paid to the Author.

14. Option on future works: The Author agrees that the next book or work prepared by him for publication in the field of _____ will first be submitted to the Publisher. The Publisher shall have _____ days in which to make an offer to publish the work. The Author shall have _____ days in which to consider said offer. If the Author elects not to accept this offer, the Publisher reserves the right to make a counter offer which if unacceptable to the Author, the Author shall then be free to seek Publication elsewhere.

15. Non-Competition: The Author agrees that as long as this book or work remains in print, he will not contract with another firm or individual for publication of a book or work that would in the opinion of the Publisher be detrimental to the sale of this book or work.

16. Care of manuscript: The publisher shall be responsible to exercise only the same degree of care of any property of the Author in its hands under this Agreement, including the manuscript of the book or work, that it takes of its own property. The Publisher shall have no obligation to carry insurance on the Author's property, but if the Author requests in writing that the Author's property be insured in some stated amount against loss due to fire, water, flood or other insurable hazard, the Publisher shall take steps to obtain such insurance at the Author's expense.

17. Assignment: The Author and Publisher agree that the terms of this Agreement shall apply to and bind the executors, administrators, and assigns of the Author and the successors and assigns of the Publisher. In the event there is more than one Author party to this agreement, the surviving Author or Authors thereof shall have full power and authority to revise the book or work without the consent of the estate of the deceased Author. The term "Publisher" shall include any assignee, subsidiary or successor as a result of sale, consolidation, merger, exchange continuation or any other reorganization and no such reorganization shall be deemed to involve an assignment of rights necessitating the written consent of the Author.

18. Gender and number: The use of the masculine gender and singular person in this Contract is a matter of convenience and does not necessarily reflect the sex or the number of Parties.

Sincerely,

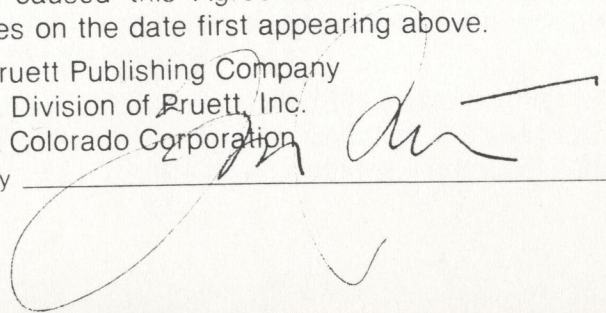
Jim Pruett

If you would like to give us a phone call we have an toll free #,
it is 1-800-347-8224.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized representatives on the date first appearing above.

AUTHOR _____

Pruett Publishing Company
A Division of Pruett, Inc.
A Colorado Corporation
By _____



THE FLYFISHER

DENNIS G. BITTON, EDITOR
1387 CAMBRIDGE DRIVE
IDAHO FALLS, ID 83401
(208) 523-7300

 The Magazine of the Federation of Fly Fishers

July 5, 1988

Bud Lilly
2007 Sourdough Road
Bozeman, MT 59715

Dear Bud:

Here is what our latest issue looks like. We ran a chapter from your book, starting on page 26. If you need more copies, let me know. I hope you're understanding of us running the picture of you and Will. We haven't heard much from Will in FFF since he moved to LA. I thought this might revive a few old good memories.

Let me know if there is anything we can do for you. We'd like to get you on our river, when you have the time.

Tight Lines,

Dennis

Dennis G. Bitton

DGB/bjh

enclosure: The Flyfisher (4)

cc: Paul Schullery

PRUETT **P**UBLISHING COMPANY

2928 Pearl Street • Boulder, Colorado 80301 • (303) 449-4919

10/13/87

Dear Paul;

Here is an advance copy of *THE VIEW FROM RAT LAKE*, by John Gierach. We have this title scheduled for March publication and are looking for quotes from a few writers to put on the inside flap of the dust jacket. If this strikes you as something worth doing I'd love to hear from you.

A TROUT'S BEST FRIEND is now with the designer and will be going to typesetting within a month. I would think you will see uncorrected pages around Thanksgiving. They will be proofread but I would like you to look them over.

We are starting work on excerpting chapters but wonder if there is some one we are overlooking. Could you send us a list that you think we need to submit to? We'll take it from there.

Paul, right now I am thinking that I will have this book set directly to pages with a photo section in the middle, how does this sound to you? Also, after talking to a wholesaler in Montana I am now thinking of doing more than 250 cloth bound books, maybe I will split the print run 50/50. I figure this is something that would want to hear.

PRUETT **P**UBLISHING COMPANY

2928 Pearl Street • Boulder, Colorado 80301 • (303) 449-4919

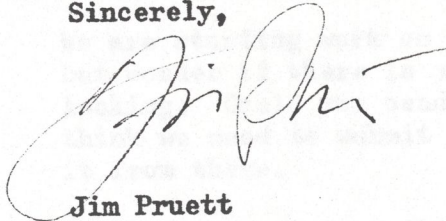
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I should also mention that I took your advice on the ms. MAGPIE RISING and had Mr. Rinehart work it over. In the end the author made only a few changes but I think Rick did a good job. Mainly we deleted alot of ellipsises. I really like that ms. but everytime I talk about it I get a knot in my stomach thinking about selling it.

I will be sending you copies of THE VIEW FROM RAT LAKE and MAGPIE RISING this spring as soon as they arrive in our warehouse.

I hope you have some time this fall to fish a few local streams.

Sincerely,



Jim Pruett

October 22, 1987

Dear Jim:

I think both Bud and I saw the book with pictures all through it. It seemed to us that you ought to find the picture of Ernie, or of Bud's great grandmother, with their stories.

I can see what you're thinking, and a nice "album" sort of interlude in the middle might make a nice design. I don't know if that would really be worse than having the pictures all through the book. I personally prefer having the pictures here and there, though, and I kind of have a feeling that readers browsing through books enjoy that more, too. It gives them a little more to look forward to as they read, not knowing what they will find next along with the text. That's all opinion, with no statistical support, just my suspicion.

If you're worried about having to make the layouts more complicated, and that you couldn't go straight to the page proof stage, why not just devote only full pages to pictures rather than a half-page here and a half-page there? Each chapter could then still have two or three pages of pictures, and they could be grouped nicely. Some could have quite a few pages of pictures, I think.

Yes, I'm sure we're both pleased to hear that the hardbound print run will be larger. I think there will be interest in it.

I'm not sure you should worry so much about selling Magpie Rising. Linda Hasselstrom's books about prairie life seem to be getting a lot of attention. I think that readers may be ready for celebrations like this. I'd watch the reviews of her books--Going Over East is the new one--and send review copies to everyone who gives her books attention.

Thanks for letting me know what's going on. Do think more about putting the pictures throughout the text.

I'd send the book galleys to all the fly fishing magazines, and to Outdoor Life I would send the section where Bud talks about his ideal fishing companion. It's only two or three pages but could be adapted nicely (Nick thought that Vin Sparano at Outdoor Life might be interested in that). I think it really helps, when sending this material, to direct the editor's attention to some particular section that seems suited to his magazine. With that in mind, I'd recommend that Silvio Calabi at Rod & Reel take a close look at the chapter "Experts" (Rod & Reel is the most likely to do something a little iconoclastic); that Dennis Bitton (for The Flyfisher, not for his newspaper) look at "Five Dollars and a Clean Shirt"; that Dave Books at Montana Outdoors (circulation of 40,000, I believe) look at "Montana Beginnings"; that the editor at Western Outdoors look at "A Trout's Best Friends." I think all of them should get the whole galleys, but should be directed to one part. Once their responses are in, and we know whether or not any or all of them are interested, then we can try some others. I'd send the galleys also to Flyfishing, Fly Fisherman, Fly Fishing Heritage, and Field & Stream. You may have others in mind, too.

Let me know if I can do more. I will talk to the guys at Fly Fisherman, but that is one I have not had the most hope for. They're not going much in the direction of memoirs, though some of the editors like them more than others.

Sincerely,

Paul