

THE CASE OF THE AMERICAN AUTHOR.

MR. GEORGE H. PUTNAM'S article in the September FORUM on "Authors' Complaints and Publishers' Profits" is a distinct contribution to that branch of literature which treats of the relations between authors and publishers—a branch which perhaps possesses as great interest for book lovers as any other department of this many-sided art. The writer disclaims any prejudice or rancor toward publishers as a class, in what he has to say on this subject. He is not disposed to quote against them the remark of a distinguished member of their profession to a friend of his—"In this publishing business we take the profits and give the authors the glory"; nor does he agree wholly with one of the brightest and most famous of American authors, whom he recently asked to give his opinion of publishers. "That reminds me of a story," said the author. "Judge S. was once asked if they had good whiskey in Kentucky (where the judge resided). 'Good whiskey?' said the judge. 'There is no poor whiskey. There are different degrees of goodness, but all whiskey is good.' Now reversing this, I should say, there are no good publishers. There are different degrees of badness, but all publishers are bad." There are authors no doubt who would subscribe to this *mot*. The present writer, however, wishes to except certain honorable, high-minded members of the profession, educated men of literary tastes, interested in authors and literature other than in a commercial way, and in dealing with whom authors have no grievances.

In his paper Mr. Putnam describes the several methods of publication, and it is not necessary for us to refer to them except to point out how they militate in favor of the publisher, and to state more fully some of Mr. Putnam's half-truths and to supply some of his omissions. But before passing to that, I wish to notice one of his sophisms—which is conspicuous when he treats of the author as a private citizen merely, and takes the publisher's purely commercial view of him. But is the author a private citizen and nothing more? It is conceded among civilized people that its literature is the glory of a nation, a test of its civilization. Tennyson takes this view of it in "The Princess,"

where the term, "bookless wilds," is used to designate a barbarous country. If this be so, authors, as the creators of a nation's literature, are intimately connected with the honor and glory of the nation itself; and those who wrong them or in any way limit their productive power are enemies of the nation, and much more culpable than the physician who oppresses his patient with unconscionable bills, or the lawyer who demands of his client an extortionate fee.

The several methods of publishing books before referred to are: the royalty plan, in which the author receives a certain per cent of the retail price of his book, usually ten; the half-profit plan, in which the author receives half the profits after all expenses of publication are met; and the agency plan, in which the author assumes all the expenses of publication and receives all the profits, paying the publisher a certain per cent for placing the book on the market. On its face the royalty plan seems the fairest and most equitable that could be devised; in its practical workings, however, it has been the cause of more dissatisfaction among authors than all of the other plans combined. This arises, first, from the author's having no means of knowing whether the number of books sold is honestly reported by the publisher or not; secondly, from the condition imposed by the publisher (whenever an author can be induced to agree to it), that no royalty shall be paid until the book has sold a certain number of copies—usually one thousand—his argument in support of this proposition being that the sale of one thousand copies is required to meet the expense of publication, and that he should not pay the author any profits until he begins to receive profits, *i.e.*, after the first thousand copies are sold. This at first sight seems plausible, and the young author—sometimes the old author—eager to get his work before the public, signs the contract, failing to see until later that his long years of labor in preparing the book should have been set over against the publisher's outlay of capital, and that the returns for his capital should have begun at the same time that the publisher's returns for his capital invested began—with the sale of the first book. To show how unjust this plan is, and to show how unfairly it works, I will cite three cases from real life—true names and dates of which are forthcoming if any one questions their accuracy.

First, that of A., a young author of a successful book, who conceived the design of a series of popular histories, and signed a contract with a prominent publishing-house to write the two opening volumes on the ten-per-cent-royalty plan, with the condition that no royalty should be paid until the first thousand copies were sold

Let us examine this contract a little. It is a printed form furnished by the publisher, with blanks for the insertion of names, dates, etc. Besides the condition above noticed, it stipulated that the author should read proof, prepare an index, provide subjects for illustration, and guarantee the publisher against loss from libel suits for anything contained in the book, or for infringement of copyright. These conditions the author performed. He had previously spent five years in preparing for and writing the first book. It was published, and was favorably received by the reviewers and by the public. What has been his compensation? The first thousand copies were reported sold in the semi-annual return made two years after the book was issued, with 71 copies over, on which the author received seventeen and one-half cents each as copyright. Since then 146 copies have been reported sold; so that his total receipts for five years' labor were \$37.97. It is true that after 3,000 copies are sold he will, by the terms of his contract, receive the copyright on the first thousand, but that period at the present rate of sale is very remote. The publisher, on the other hand, for the first thousand copies received eleven hundred dollars net. As the edition on the most liberal estimate could not have cost him over one thousand dollars, his profits on the first thousand were at least one hundred dollars as against the author's nothing. His profit on each book sold subsequently was fully fifty cents, as against the author's seventeen cents and a half. Under these circumstances, remembering his five years of toil, the author would seem to be justified in complaining that there was not a fair division of the profits. The second volume, issued a year later, has not yet paid him a penny. This, however, is a very mild example of the injustice of this plan. Its true inwardness is more fully shown in the case of costly works, *éditions de luxe*, and in the books of young authors; in both cases the publisher is reasonably certain that the required number of copies will never be sold, and that he, therefore, will not be required to pay the author a penny, and yet he encourages him to publish, makes a handsome profit on the printing of the work, and sells copies enough to have his outlay repaid and a handsome surplus besides.

Such methods come dangerously near swindling, and are so regarded by the victims of them, but are practised by the most reputable firms. One of the most flagrant cases of the kind within my knowledge was that of a well-known scientific man, whose name if given would be at once recognized as a household word. He performed a great feat in

mechanical engineering, which, having a national significance, was widely exploited by the newspapers. Later he wrote a book about it, which he embellished with many valuable photographs, drawings, and plans, and contracted with a prominent publishing-house to bring it out as an *édition de luxe*, and on the plan above mentioned—no royalty until a certain number was sold. The writer expected, and had a right to expect, several thousands of dollars in royalties, which would have scarcely reimbursed him for his outlay; but he never received a dollar. The sales as reported by the publishers never reached the required number, and not a penny in copyright was paid him. He declared over and over again that he had been swindled, and the worry and disappointment, it is said, hastened his death.

Sixteen years ago another author, now well known, brought to a prominent American firm for publication his first book, also an *édition de luxe*, selling at ten dollars per volume. They made the usual proposition, ten-per-cent-royalty fee after the first thousand copies were sold, which he accepted. At the suggestion of the American house he arranged with an English publisher to bring out the book simultaneously, the two publishers sharing the cost of the plates. The English publisher with each semi-annual statement sent drafts for ten, fifteen, and once as high as fifty pounds for royalty fees. The American publisher, although he has been selling the book for sixteen years, and although the author hears from it as having been sold in all parts of the country, and it is apparently a standard work, has never yet reported a thousand copies sold, and the author has received nothing.

Many other instances of this kind might be given, but *cui bono*? The proviso is unjust and inequitable, a temptation to the publisher not to report the true number of copies sold, and should never be accepted by an author who expects pecuniary return for his labor.

One other remark of Mr. Putnam's in regard to the royalty plan should be noticed before leaving it. He says that of course the books of publishers should be open at all reasonable times to the author's inspection, and adds: "I think it probable that this is the practice of the leading publishers, at least in the United States." It is strange that Mr. Putnam should have gained that idea. If it were true, authors would have far less cause for complaint. But as a matter of fact, the books of publishers are not open to an author's inspection; should he seek to inspect them, the publisher would assume an injured air and ask if he thought that he was being cheated. Furthermore, it is certain that an author making that request would never again publish

with that house, and probably not with any other. The semi-annual returns of sales, the only statement the author receives, give only the most meagre details of the business in which author and publisher are joint partners—for instance, so many books printed, so many given to editors (names of such editors not given) or for introduction, so many sold at auction, damaged (name of auctioneer and prices sold at not given), so many sold at or below cost (price or to whom sold not stated), and so many sold to the trade, on which alone a royalty is paid. The number of copies it is necessary to sell at or below cost, or at auction as damaged, or to give away for purposes of introduction, the author finds makes sad inroads into his profits. Practically, the whole business is in the hands of the publisher. He is master of the situation; he can print an edition of 1,500 copies and report 750; he can report as many given to editors, or sold at auction, as he pleases, and as many sold to the trade. And the author, without a thorough inspection of the books and the stock (which I have never known to be accorded him), can learn absolutely nothing of the truth or falsity of the statements. I have in mind an author whose three copyrights give him a royalty on all his books sold abroad, and who has many times importuned his publishers for separate statements of the sales in America and in Europe, and never yet has been able to secure even this concession.

A second objectionable feature of the royalty system is that which I will call the partnership plan, in which the author furnishes the electrotype plates, and the publisher does the rest, the author receiving an extra ten-per-cent-copyright fee for the use of his plates. D.'s bitter experience affords a case in point. It was his first book and he had great hopes of it. It was a book which, in the words of a later critic, "put a new phase on American history." He paid \$1,000 for the material on which it was based, and placed it with a prominent firm on the partnership plan—he to furnish the plates and to receive twenty per cent copyright instead of ten, the usual rate. The plates cost him five hundred and thirty-one dollars—a much larger sum than they could have been procured for elsewhere. His publishers assured him that in their judgment the book would sell one thousand copies, and having in mind all the public libraries in America, to say nothing of the general book-buying public, he thought himself justified in assuming the risk, and therefore signed the contract. When the work was issued, its publication proved to be quite the literary event of the season. The leading journals devoted several columns each to favorable reviews of it. while the "Atlantic Monthly" did for it what it only

does for the most important works—made it the subject of an article in the body of the magazine. And yet, six years afterwards, the publishers had reported in round numbers but four hundred copies sold, seventy-six of which had been taken by the author and his friends. This seems almost incredible, but it is true, and as the copyright fee on them at fifty cents per volume amounted to but two hundred dollars, the author is still in debt three hundred and thirty-one dollars for his plates. The publisher's profits, however, as the author learned later, were nearly four hundred dollars.

Another great hardship that authors suffer from the royalty plan—and from all other methods except the sale of their manuscripts outright—is the extremely dilatory manner of payment by the publisher. It generally requires six months to bring out a book of any magnitude, and it is usually six months more before the first semi-annual return of sales is made; so that under the best conditions an author must wait at least a year after his manuscript is sent in before receiving anything for his labor. Nor does he fare much better if employed by the publisher to write or edit a book. I have in mind a well-known author who was engaged by a western publishing firm of excellent reputation to edit for a stipulated sum a new edition of an old book which they proposed to publish, and to write an introductory sketch of its author. The author sent in his completed manuscript a year ago, and up to date has not only received nothing for the work, but can learn nothing from his publishers as to when they intend to publish it.

One other method of publishing remains to be noticed—the agency plan, in which the author meets the expense of publication, simply employing the publisher to place the work on the market for him. This plan is usually adopted only by the successful authors, who are sure of a market, or by the wealthy and inexperienced writers, who are ready to agree to anything in order to see themselves in print. In the case of the two latter classes, they become simply as sheep in the hands of the shearer, since the devices of the publisher for enticing the dollar from the pocket of the unwary author are shrewd and numberless beyond description. Mr. Putnam well remarks that the author should have an estimate and a contract and know beforehand what his book will cost; but the author's contract will prove of little service because of the long list of "extras" with which his bill will bristle. The story of the author whose contract called for the payment of one hundred dollars, and whose "extras" amounted to one hundred and

fifty dollars, is at least founded on fact. Extra corrections, *i.e.*, new matter or corrections inserted in the proof, at fifty cents an hour, form the largest item in the "extras" list. Type different from that specified in the estimate, as antique or brevier instead of long primer, also figures among the extras, as well as tables or "matter not plain," pages or illustrations in excess of the estimate, and many other items that are accounted as "fat" by the publisher, but bring great lean-ness to the purse of the author.

I shall mention but one more grievance of authors, the list of which might be extended indefinitely, and that is the theft of their ideas by publishers. For instance, the author submits a book novel in plan but crude in treatment, or which the publisher would prefer to issue under a better known name. The latter, therefore, declines the author's offer, but appropriates his idea, and gives it to one of his favorites to be worked out and elaborated.

So much for authors' grievances. As to publishers' profits, Mr. Putnam states that they are far less than they were thirty years ago, and that they are steadily diminishing; yet facts patent to every one militate against Mr. Putnam's statement. In New York City alone are nearly a dozen publishing-houses of great wealth, and a score more in a highly prosperous condition. One rarely hears of a publisher failing, from the Cheap Johns and publishers of penny dreadfuls to those of a higher order. On the other hand, there can scarcely be pointed out an American author who is able to make even a decent living by his books.¹

However, the vital question is: How can this state of things be remedied? A partial remedy could be found, no doubt, in the formation of an American society of authors similar to the Incorporated Society of Authors of Great Britain, or the *Société des Gens de Lettres* of France. The British society is organized for the protection of literary property. It has been already of incalculable benefit to the British author. The organization of a similar society has been long mooted among American authors, and signs point to the present time as being ripe for it. The writer in his inquiries among literary men has found every one in favor of it, and none opposed to it. Such a society should be organized on the most liberal basis. It should be open to every one, young or old, male or female, who has written a book, whether published or not, and to

¹ This does not refer to editing and work on magazines and newspapers, which are much better paid than book-writing proper.

recognized writers for the press. It should retain the best legal counsel; it should provide from its concentrated wisdom and experience a form of contract in which the author's right should be protected—such contracts having been hitherto drawn by the publisher for the protection of his interests. It should have at least one executive officer, who should be an author of experience, and who should give information to all members applying for it, and take cognizance of all complaints, and who should have for counsel and assistance an advisory board composed of three of the ablest and most experienced members of the society. Finally, it should assume, and carry to the courts if need be, all clear cases of extortion and oppression of authors on the part of publishers. Such a society would save American authors thousands of dollars yearly, and chiefly to the young and inexperienced, who need help most. In addition, it should push forward certain reforms sorely needed, as the extension of copyright to at least fifty years beyond the lifetime of the author, and the enactment of laws similar to those that obtain in France. In France the author is master. No printer can print, no publisher sell, a copy of his book without his written authority, and if they do they can be prosecuted criminally. More stringent laws could be obtained here, no doubt, by such a combination of authors as I have named.

CHARLES BURR TODD.

AN INDUSTRIAL REVOLUTION BY GOOD ROADS.

I HAVE for years urged improvement in the building and maintenance of public roads for practical business reasons. So far as I could use and extend my influence and the influences that I could quicken, I have sought to kindle and to fan a flame of enthusiasm for improved carriage roads, on the grounds of prudence in the expenditure of money, of foresight in the development of plans, and of practical results—that is to say, of profits measurable as money-returns on investment.

Within the last three years this flame has spread from a little light here and there,—where clear thinkers and writers have shown the people the general insufficiency of our highways, the faulty methods pursued with them, the available means for their improvement,—into a popular movement for immediate action. The press has become active on the subject; societies have been organized to agitate it; boards of trade and of agriculture have discussed it; cities and towns and counties have begun to work at it; and States have taken it in hand. The governors of several of our great States have insisted on it in their messages. The legislatures of several States have made it a prominent matter of legislation. Instructorships in road engineering have been established at some of the leading technological institutions. The facts upon which is based the science of road-making and repair in all its branches—materials, modes of construction, experiments and observed results abroad and at home—have been brought together and made accessible in a literature as valuable as it is interesting. Some of the States are moving on this line, from neighborhood primary elections to their legislative enactments, and the State that does not move will be left behind in commercial and agricultural prosperity.

There is a temptation in writing on this subject to urge the greater comforts of living where the roads are good, the satisfactions of pride and of public spirit, and the claims of good taste and love of order and beauty; and to urge that these also contribute to the material prosperity in keeping and attracting residents and in stimulating