

6-20-1978

Henri Temianka Correspondence; (manus)

Morton Manus

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Keywords

Henri Temianka, Morton Manus, June 20, 1978, culture, virtuosity in musical performance, violinist, chamber music, legal matters, discontent, money, funds

June 20, 1978

Dear Henri,

Enclosed is our review of the chapter submitted by Ralph. We have all gone over it very carefully and do not feel this is what we are looking for. Perhaps you have some additional comments you would like to forward to Ralph. From our point of view, we would like to see him start over and do it again. Though it is not in its proper position as a beginning chapter, perhaps Ralph feels more comfortable with the subject and we should let him proceed until we get the style we want well defined. It is risky doing it this way, however, because the introductory chapters relate to form and then each musical period is analyzed in this regard. Because that section hasn't been written, this part on musical comedy will not reflect that analysis. I am afraid the plan of the book still needs to be decided.

I am also enclosing the contracts received from Ralph and a copy of your original one. I arbitrarily made some changes that are significant without first discussing it with you because Ralph wanted a contract at the time he began and you were away. Please bear with me while I explain my reasons for these changes:

1. The only time we offer a straight 15% royalty is to an established writer whose knowledge of the material is so sure that the work proceeds quickly, with minimum amount of reviews, changes, conferences, phone calls, etc. Obviously there is a great saving and convenience to the publisher to be able to sign an agreement and next see a completed manuscript.
2. For other situations (and this is most of the time) a staggered royalty is standard: 10% on the first 5,000 copies, 12.5% on the next 5,000 copies, and 15% thereafter. A great deal of time has elapsed since the signing of the original contract, advance royalties have been paid, and time has been spent on our side, and to this date we are still not set on a format, writing style, etc. In short, there is still a lot for Alfred to do before we have a book. I think these terms are proper and fair and reflect time and money Alfred will expend before the book is completed. It is also the terms we offer in 99% of our contracts.
3. The foreign royalties should be one half their normal amount. When we debated this in New York at the time of the signing, I was unable to make clear to you why a % of reduced dollars received is fair. They are not and we have not signed one other contract on this basis (nor do I know any other publisher who does otherwise). In the U.S., we sell our books at a 20% discount. On a \$12.50 book, we receive \$10, the

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Dear Henri,

authors share \$1.50 (15%) and the book cost \$1.50 to print. On a foreign sale through a distributor, the discount is 50%. Therefore, we receive \$6.25, the author would receive 94¢ (old contract), and we would be left with \$3.81. This is too poor a return on a \$1.50 investment for us to make a profit. On the new contract, the authors would share 47¢ and we would end up with \$4.28, an amount that makes sense, at least from the publisher's point of view. Publishing profits are slim enough, Henri, and should you not agree to a half royalty, we just would not attempt any foreign distribution and we both would be the loser.

If we can pull it off, we still have a chance to develop a very attractive book. I hope Ralph can come through for us. I know he will do well once he gets the idea of what we want. He always has in the past.

I am also enclosing the contracts received from Ralph and a copy of your letter. I have made some changes that are significant without first consulting with you because Ralph wanted a contract at once. Please bear with me while I explain my reasons for these changes.

Warm regards,

ALFRED PUBLISHING CO., Inc.

1. The only time we offer a straight 15% royalty is to an established author whose knowledge of the material is so sure that the work proceeds quickly, with minimum amount of rewrites, changes, conferences, phone calls, etc. Obviously there is a great saving and convenience to the publisher to be able to sign an agreement and have a completed manuscript.

2. For other situations (and this is most of the time) a staggered royalty is standard: 10% on the first 3,000 copies, 12.5% on the next 3,000 copies, and 15% thereafter. A great deal of time has elapsed since the signing of the original contract, advance royalties have been paid, and time has been spent on our side, and to this date we are still not set on a format, writing style, etc. In short, there is still a lot for Alfred to do before we have a book. I think these terms are proper and fair and reflect time and money Alfred will expend before the book is completed. It is also the terms we offer in 80% of our contracts.

3. The foreign royalties should be one half their usual amount. When we debated this in New York at the time of the signing, I was unable to make clear to you why a 50% of reduced dollars received is fair. They are not and we have not signed one other contract on this basis (nor do I know any other publisher who does otherwise). In the U.S., we sell our books at a 20% discount. On a \$12.50 book, we receive \$10.00.