

1-27-1963

Henri Temianka Correspondence; (green)

Johnny Green

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Henri Temianka Correspondence; (green)

Description

This collection contains material pertaining to the life, career, and activities of Henri Temianka, violin virtuoso, conductor, music teacher, and author. Materials include correspondence, concert programs and flyers, music scores, photographs, and books.

Keywords

Henri Temianka, Johnny Green, January 27, 1963, culture, virtuosity in musical performance, violinist, chamber music, camaraderie, mother, son, health and sickness, discontent, music rehearsal, audience

JOHNNY GREEN
903 NORTH BEDFORD DRIVE
BEVERLY HILLS, CALIFORNIA

May 27th, 1960

Mr. Henri Temianka,
2915 Patricia Avenue,
Los Angeles 46, California.

Dear Henri:

I am sending the enclosed to you despite the fact that actual sub-total figures are not filled in. The reason for this is that we still don't know whether we will be operating on the symphony rate or the regular rate. However, our detailed phone conversation of the other day gave us both a clear idea of what the figures insofar as the musicians would be in either case.

The number of reels of tape on the Bartok is still undetermined pending your decision, after editing, as to whether you will or will not wish to re-record for the purpose of changing the normal stereo balance (you will remember that here or there you felt the piano was either too loud or too soft). Also, you have not yet edited the Bartok, so obviously we don't know how much time has been spent editing. Similarly, with the Schonberg. None the less, the enclosed form shows you what our rates are and this will give you a practical working impression.

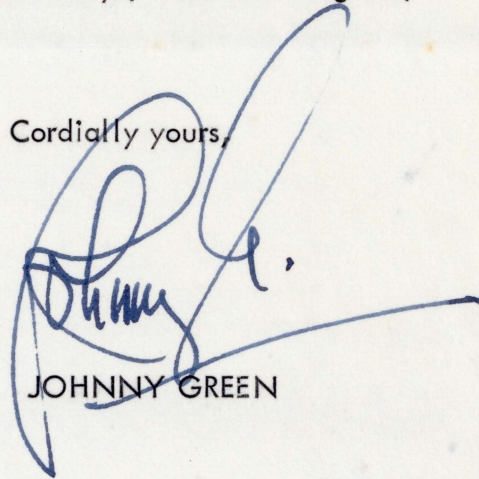
As to your suggestion that our normal charges for facilities be regarded as "paper" cost and should not be presented to any prospective purchaser as part of the taking-over bill, we must beg to differ with you on this point. Overture is assuming the risk that these tapes may never be taken over, in which unfortunate case, there will be no reimbursement for Overture. If the records are taken over, and if the distributing company does not reimburse the cost at the outset, Overture is going to have to recoup out of your royalties.

This, too, is in the area of what is known as "delay risk". We cannot regard simple reimbursement of salaries and cost of materials as sufficient compensation for our time, effort and use of facilities. At the time that a distributing corporation says "Yes, we'll take over," we will have to present a bill that represents a reasonable business operation for us.

I reiterate my offer to you to "fun record" with you any time that the studio and my time are available for the sheer sake of the pleasure of making music with you. I cannot honestly see that the present operation falls into this category.

Anxiously awaiting word from you, I am, as always, with warm regards,

Cordially yours,

A handwritten signature in blue ink, appearing to read "Johnny Green", with a large, sweeping flourish extending to the right.

JOHNNY GREEN

ig:jh
encl.

May 25th, 1960.

The attached represent the normal charges of Overture Records. In the case of these recordings, Overture is assuming all of these costs pending the commercial disposition of the above recordings.

Overture Records, in addition to splitting the cost of the musicians, is assuming the risk that these recordings may never be marketed and is, therefore, entitled to some remuneration beyond the normal facility charges.

In the event then, of the marketing of these recordings, Overture feels that the following procedure should take place:

a) The purchasing and/or releasing label will reimburse Overture for the total amount of the above costs at the time of taking over the tapes. *

or

b) Failing Item a), Temianka and Overture will split any and all royalties 50-50 until the amount of the above cost is recouped by Overture.

c) Following the recouping of the above cost by Overture by either method a) or b), Overture will in perpetuity get 10% of the Temianka take. **

* This, (Item a) would, of course, be the best method. Obviously, in billing the distributing company, we would bill for the total cost of the musicians, and thus Temianka would get his 50% share of this cost back immediately. According to the practices of the phonograph trade, if the distributing company did assume the costs at the outset, these costs would, in all likelihood, become an advance against royalties and neither Temianka nor Overture would get another penny until the distributing company had earned back that advance.

** The 10% permanent fee to Overture is no more than the normal agent's charge and Overture feels that its investment of time, effort and money makes this eminently fair.

PROPOSED AGREEMENT BETWEEN

OVERTURE RECORDS
and
HENRI TEMIANKA

BASIC COSTS

MUSICIANS

Bartok - "CONTRASTS"

3 musicians - double for leader - 4 salaries - 1 session

Schonberg - "VERKLARTE NACHT"

6 musicians - double for leader - 7 salaries -

Overture Records share (50%)

STUDIO TIME - @ \$30.00 per hour

Bartok - 3 hours 90.00

Schonberg -

ENGINEER - @ \$50.00 per three hour session

Bartok - one session 50.00

Schonberg -

TAPE - (Two machines run at all times for protection)

Bartok - reels @ \$4.56 per reel

Schonberg - reels @ \$4.56 per reel

EDITORIAL TIME - Studio @ \$20.00 per hour - Engineer @ \$4.50

Bartok -

Schonberg -

10% Overhead
15% Override