
Novelists' Ink

The official newsletter of Novelists, Inc. — a professional organization for writers of popular fiction

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Assessing Agents

When one agent—or even three—abuse their agent/author relationships or violate their own agency CONTRACTS, it is hardly a sign of the times or a preview of things to come. (See Victoria Thompson's President's Column.) There are hundreds of literary agents reputably and earnestly selling projects and negotiating publishers' contracts, helping to guide projects from inception through completion and satisfactorily representing their authors. So why turn the spotlight on agents because of only three bad apples in the bunch? Because three agents can represent ten times that many Novelists, Inc. members. And when damage is done to the careers and bank accounts of 30 or more members, ten times that many begin to ask questions beyond the usual *how do I fire my agent? how do I find a new one?* Now they were asking *could my agent be next? What are my rights? Does the agency agreement I signed help me or hurt me? What happens to my previous sales and current project if my agent gets sick? Resigns? Retires? Dies?*

To answer these questions and address our members' concerns, the 1995 Novelists, Inc. Board of Bill Bernhardt, Julie Tetel, Victoria Thompson, Joan Johnston, Patty Gardner Evans and Marianne Shock created the Agents Projects Committee (APC). The work of the committee has been continued by the 1996 Board of Directors under the chairmanship of Marianne Shock.

The APC took a three-prong approach, appointing subcommittees to 1) fine-tune and update the *Novelists, Inc. Guide to Agents*, 2) solicit *Agent Contracts* from our members and send them to an attorney for review and a comprehensive report and 3) present publishers with the idea (and samples) of a standard *Split Payment Contract Clause* and request their feedback.

— Marianne Shock



Agency Contract Review Only 25% Termed "Good"

By

ELAINE P. ENGLISH

Each time I am asked to review an agent's contract, I am amazed by what is left out as I am by the egregious provisions they contain. My reaction was the same when Novelists, Inc. recently asked me to review contracts from 13 separate agents. There were several egregious provisions (to be discussed later), but there were also many serious omissions.

In my view, there are six critical elements to a good agent's contract. Of the 13 contracts, the four I would characterize as "good" covered all these points. They are: a) what will be represented, b) what the agent will and can do on behalf of the author, c) what commissions will be charged, d) what other charges the author may owe, e) how payments are to be handled, and f) a termination clause explaining when and how the contract can be terminated and what happens thereafter.

Seven contracts I reviewed were for representation of all an author's literary output (everything from magazine articles, to screenplays, to personal appearances and speeches, even computer games). The remaining six were one-project contracts

(one with an option). It is a matter of personal and professional preference for both

the author and the agent whether the agent should have rights to exclusively represent *all* the author's works. In addition to the obvious consideration of what will best further the author's career, two other issues are important. First, is the agent or agency qualified to actively represent all the different works the author will produce? If the agent does not have the connections or interest to represent certain types of projects (particularly those where

▼▼▼ *In my view, there are six critical elements to a good agent's contract.*

the potential income is slight and thus, the commission, low), there is little advantage to the author to be tied to such an arrangement. Remember virtually all agent arrangements are exclusive ones, meaning that the agent is due a commission on all sales made during the contract period for covered work, whether or not the agent was personally involved. Second, if the arrangement is for all works, it is critical to review carefully all

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PRESIDENT'S COLUMN

AGENTSAGENTSAGENTS:

Maybe you've already noticed that this issue of *NINK* is devoted to our relationship with agents. Through the years, we've occasionally done an article or two on how to fire your agent and/or how to find a good agent, but until recently, NINC hasn't felt compelled to do any more than that. After all, agents aren't the main problem for writers—publishers are! Oh, sometimes our agents let us down, sometimes their personality clashes with ours and sometimes we simply get to be too big for a small-time agent and need to move on. Those were the typical problems authors had with their agents, until recently. Then suddenly, everything changed.

About two years ago, we started hearing rumors about an agent who had been caught openly cheating her clients. This agent allegedly did things like tell an author her advance was one amount when it was really a larger amount. When the contracts came, she phoned up that page for the author's benefit and then pocketed the overage. Eventually, she allegedly started keeping all the money for herself. Finally, at least one of her clients filed criminal charges against her.

We tried to tell ourselves this woman was an aberration. She was, after all, not a "big name" agent, not someone whom we had known and respected for years. And then two "big name" agents with "big name" clients whom we had known and respected for years suddenly were rumored to be doing basically the same thing. And just as suddenly, writers everywhere realized that maybe publishers weren't the only problem a writer could have.

Since a writer hires an agent to protect his/her interests, how can a writer protect his/her interests from the agent? NINC's Board of Directors, beginning with last year's and continuing into this year, wrestled with this question and looked for solutions, and the result is the information found in this issue of *NINK*. We believe this information can help writers protect themselves, and we hope this is just the beginning of an ongoing dialogue on a very sensitive and timely subject. We invite your comments, and please feel free to share this issue with your agent.

Agent Survey: The long anticipated update of our popular Agent Survey will be hitting your mailbox soon. Many people worked very hard on this project, and we think our members will find it invaluable.

Internet: If you have an e-mail address and haven't checked in on NINC's maillist, you are missing a wonderful opportunity. As I write this (in early August) we are engaged in a lively discussion of *Publishers Weekly's* anonymous reviews and the issue of whether women or men writers are more discriminated against in the genre of mystery.

This Month from the President:

- **AGENTS:** Are they still on our side?
- **NINC MAILLIST:** A unique opportunity
- **NINC's CONFERENCE:** Don't forget the hotel deadline.
- **HOME PAGES:** NINC will soon be providing them for our members

***Since a writer hires an agent to protect his/her interests,
how can a writer protect his/her interests from the agent?***

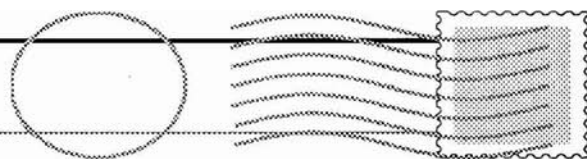
Conference: There is still time to plan to attend NINC's annual conference in Baltimore next month. Don't forget the deadline for getting the conference hotel rate is September 15.

Homepages for Sale: As we promised earlier this year,

NINC will soon be able to provide homepages for our members who want them. We will be e-mailing information to members of the maillist as soon as we have it. Others will have to wait for *NINK*. (Another good reason to subscribe to the maillist!)

— **Victoria Thompson**

LETTERS TO THE EDITOR



Letters to the Editor is the most important column in our newsletter, since it is the monthly forum in which we can all share our views and express our opinions. Anonymous letters will never be published in *NINK*. Upon the author's request, signed letters may be published as "Name Withheld." In the interest of fairness and in the belief that more can be accomplished by writers and publishers talking with one another rather than about each other, when a letter addresses the policies of a particular publisher, the house in question may be invited to respond in the same issue. Letters may be edited for length or *NINK* style. Letters may be sent to the *NINK* editor via mail, fax or e-mail. See masthead for addresses.

Don't Hide Your Light from Her

I agree wholeheartedly with Patty Gardner Evans's counterpoint regarding the question of bringing our books to a conference. I love seeing everyone's new books. I enjoy congratulating friends on great covers and commiserating with other pals about the bad ones. When I brought my horrifying dust jacket to the San Diego conference, I never realized I might be breaching some unwritten rule of conference etiquette. After receiving sympathy and having everyone agree that it was every bit as bad as I believed, at least all the support I received allowed me to return home feeling that perhaps the world wasn't really going to come to an end because my publisher had inexplicably decided that a naked dead woman with a black rose across her torso was a good way to sell my novel depicting a courageous (and flawed) woman's rise from humble roots.

So, to everyone still wavering about whether or not to take your book to conference, if you do, please show it to me. Hey, I'll probably even go out and buy it. Even if it does have an ugly cover.

Also, I'd like to add a little postscript to Brenda Hiatt Barber's informative column. Not only is the CompuServe Lit Forum a lively place to hang out, there's also a cool Romance Forum, which offers the only on-line chapter of RWA, real time chat meetings (which are almost as good as hanging out in the bar at a conference), and a separate published writers' area for more nitty-gritty discussions concerning the business of writing. Also new, for those who might be interested, is an Erotica forum.

— **JoAnn Ross**

Cover Art: Quality vs. Quantity

Ohh dear! Here I go taking issue with Laura Resnick again. But just how does one judge success with regards to cover art? By quantity? Or by quality?

Pino knocks out cover paintings in great quantity. Elaine Duillo does one painting a month, having actually read the manuscript. Hmmm.

While the art directors at Tor, Bantam Mysteries, Harlequin, Berkley and Harpers may not use Mrs. Duillo a great deal, those at Dell, Avon, Zebra and Ballantine do. And where do the *BIG* name historical romance authors come from? Dell. Avon. Zebra and, up until this year, Ballantine.

So if success is to be judged by quantity, then we certainly do have to crown Pino king of the cover artists; and even my friend, Elaine Duillo, graciously agrees on that point. But if we judge success by quality, then Duillo is the queen of the cover artists and her talented consorts are Robert McGinnis and Tom Hall.

And that's my final word on the subject—no matter who says what!

— **Bertrice Small**

Agency Contract Review: *Only 25% Termed Good.....*

(Continued from page 1)

the terms in the contract to ensure they make sense with respect to each category of work the agent will represent. For example, are reimbursable expenses appropriate for each type of work that will be represented? Often different kinds and different volumes of expenses are associated with the sale of different rights. Also, in considering a

▼▼▼ ***Don't be misled by the argument that all that stuff is flowery terminology signifying little.***

termination clause, should termination apply across the board to everything at once, or does

it make sense to be able to terminate the agreement only with respect to certain categories of work?

What an agent will do and what an agent is authorized to do are critical aspects of the contract. Don't be misled by the argument that all that stuff is flowery terminology signifying little. If later a problem arises and an author feels an agent is not doing what was promised, the only way an outsider (mediator, lawyer, judge) can determine what was promised is to look at the contract. Once an agreement is signed, all those oral promises that accompanied the document will no longer be recognized. So the agreement should be specific. If the agent has agreed to provide editorial assistance, or consultation on the development of the proposal, that should be stated. In addition, all authors should get a written commitment that the agent will use his best efforts to represent the author and sell rights to her work (subject, of course, to the standard warning that the agent may represent other authors with similar projects). For a good relationship, it is critical that the agreement require the agent to keep the author apprised of all offers and interest.

▼▼▼ ***How an agent is authorized to act on behalf of the author is the single most important part of the relationship.***

How an agent is authorized to act on behalf of the author is the single most important part of the relationship. No agent should have

the authority to sign a contract or bind an author to any deal without the author's express consent on the terms of that offer. If the written contract does not limit the agent's authority and the agent deals with third parties (i.e., publishers) as though he has full authority to act for an author, the author may find herself legally bound even though she may not have approved.

The commissions charged in these 13 contracts varied from 10% to 25%, with most at the standard 15%, and 20% when subagents are likely to be involved. In most arrangements, monies come to the agent who deducts his

share and sends the remainder on to the author. A provision allowing for the author to instruct any publisher to pay both the agent and author directly and separately is a good idea. However, there are other considerations relating to payment. The agent should promise to make payment promptly within a stated period to the author (10 days at most) and should be required to provide a full accounting of all sums received and expenses and other deductions. A clause granting the author the right to examine the agency's books and records relating to sales is also not a bad idea.

If expenses of any kind are to be deducted in addition to commissions, they should be listed or defined very clearly. Unless everyone clearly understands what "copying outside of routine business practice" means, a more specific clause limiting copying charges, for example, to where an entire proposal or manuscript has to be copied is preferable. Also an author should have control over large expenditures *before* they are incurred. I would recommend a provision that any single expense in excess of \$50 must be pre-approved before it can be deducted from the author's money. Depending upon the author's cash-flow situation, an author might want the option to pay expenses on a regular (monthly) basis rather than have them build up to be deducted from advances, or at least to see the expenses monthly to know how they are mounting. Such options can be written into the agreement.

▼▼▼ ***I would recommend a provision that any single expense in excess of \$50 must be pre-approved.***

Termination is always a difficult issue. Typically when an author is considering terminating an agent, it is for good reason—the relationship is not working out and/or the agent is not representing the author in the manner and with the energy that the author expected. It is critical to outline what happens upon termination at the *beginning* of the relationship rather than leaving it to be decided at the time when, generally, negative emotions are strong. Both the author and agent should be able to terminate the relationship at any time without having to wait until the conclusion of a specific term (although giving an agent an initial one-year commitment is probably reasonable). Proper notice, of course, should be given and generally 30 to 60 days are needed for an orderly termination and transition.

The stickier issues are what commissions are due the agent and what, if any, rights should the agent be allowed to continue to represent. These obviously will have an impact on the author's ability to find a new agent.

Clearly, all agents are entitled to continue to receive commissions on rights actually sold during the relationship. Their right to receive this money should be irrevocable (remember, it is the right to receive compensation that

should be irrevocable, not the relationship between author and agent). Likewise, if an agent has been negotiating to make a sale and the sale is made soon after the termination, it is more likely than not that the sale was made because of the efforts of this agent; therefore, the agent should receive compensation for that sale, even though it technically occurs after termination. Six months is probably the longest period that is fair in these circumstances, as after that it becomes less likely that this agent's efforts were instrumental. It is essential, however, that the agent be forced to give the author a list of all contacts and that any commissions during that six-month period be limited to sales to those contacts.

Several new problems associated with termination clauses have appeared recently and are demonstrated in some of the contracts I reviewed. First, what is a "sale" of rights? Several of the contracts contained provisions making it clear that the agent was entitled to commissions not only on money received from the original contract negotiations but also from all "modifications, additions, options, extensions, renewal, substitutions for, and replacements of such contracts, directly or indirectly." I have not yet seen any court challenges to these provisions, but it seems that, at some point, trying to tie up an author in this fashion becomes unconscionable. For example, if the book sells poorly and goes out of print and after a period of years rights revert to the author and there is a subsequent sale to a second publisher, why should the first agent be entitled to 15% of the monies from that "substitution" agreement? Some of the larger agencies may have the clout to insist on such terms, but if I were an author, I would be wary.

The other egregious provision relating to termination is one which authorizes the terminated agent to continue to represent all other rights to a work for a period of time

▼▼▼ ***Some...clauses allow the agent to...sell his business to anyone he selects without any input from the author.***

or forever. For example, an agent sells a book and retains movie and translation rights. Several years go by and no other sales have been made, the author terminates the relationship, but under the provisions of some of these agreements, the author could not terminate that agent's right to continue to represent the subsidiary rights to that book. While it is unclear in the agreements whether that continued representation is exclusive, who wants to be continually tied to an agent who no longer represents the author and just how effective a salesman for those rights will the agent be? One agent with whom I had this discussion defended the provision by saying he was

contractually bound to continue to represent those rights and could be sued for breach of contract if he did not. I was not convinced that would protect against future problems. At any rate, it makes a "best efforts" clause even more critical.

There are two other clauses that surfaced in some of these agreements which clearly should be left out. Two of the contracts required the author to indemnify the agent for claims brought against the covered works. Unless the agent is personally

involved in making editorial changes to the manuscript, I think it is unlikely that the agent will be sued for libel, copyright infringement

or the like. Likewise, any representation to any publisher that the author is free to enter into the contract will be made in the publishing agreement which should be signed by the author, thus leaving the agent out of any liability for those kinds of misrepresentations. So why is indemnification of an agent necessary? In one case, the agency appeared to be trying to get the author to hold it harmless for any claim arising from the agency's representation of the author—i.e., for doing its job! Such a clause is to be avoided.

Finally, two of the contracts had express provisions allowing the agent to assign the contract to another agent or agency without the author's consent. If you are dealing with a large agency, like William Morris or CMI, and it is only a question of being assigned another agent within the firm, that may be acceptable (although I still think the author should be given the right to choose the person), but some of these clauses allow the agent to, in effect, sell his business to anyone he selects without any input from the author. An agent/author relationship is a personal services commitment, and the choice of the agent and his or her ability to work well with the author on a personal level is of utmost importance. Any clause like this that would deny the personal value of the relationship should be avoided.

The bottom line is that agent contracts are drafted by agents to protect agents' interests. Before signing, any author must understand the terms of the agreement offered and must be diligent to negotiate for additions or changes that better protect her rights in the relationship with the agent just as she would do in any other contract negotiation. **NINK**

Elaine P. English is an attorney practicing in Washington, D.C. where she specializes in media and publishing law.

▼▼▼ ***Agent contracts are drafted by agents to protect agents' interests.***

Agent Project Completed

Novelists, Inc. Guide to Agents. It's back! New and improved, and scheduled to be mailed to members later this month. Thanks to Debbie Gordon, who talked to members and agents, digested the comments on the 1993 *Guide*, and held meetings at last year's national conference to discover what members thought was missing or unclear, we've fine-tuned the agent survey questions and added a questionnaire that was sent to all agents about whom we received survey responses. Changes in the 1996 *Guide* will be discussed in more detail in the *Guide's* introduction. Many thanks go out to Carol Cail, Dorothy Cannell, Janice Kaiser, Vella Munn, Judy Myers, Charley Perlberg, Lynda Ward and Steve Womack, who formed the committee that broke down the lion's share of surveys and wrote up the essays. Special thanks to Nancy Elliott, who received and collated over 300 survey responses, and Shirley Parenteau, who once again read through all of the comment sections and wrote the survey "Overview."

Agent Contracts. By now we all realize we need to read every clause of a publisher's contract to fully understand what we have leased, sold or given away. But how sure are we of what we've promised to our agents, beyond the agreed upon commission? This question was put to a small e-mail loop by a member who suddenly discovered she had contracted to give her former agent full commission on her backlist—even after the rights had reverted to the author and her new and current agent sold those rights to a new publisher. The revelation opened a floodgate on questions regarding agent contracts. And so we solicited samples of agency agreements from our members—in *Novelists' Ink*, on Ninclink, by word of mouth in e-mail loops—inviting members to black out their names, the names of the contracted projects and any other identifying references. We received copies of contracts representing

15 literary agencies and forwarded them to Elaine English. Her report appears in this issue beginning on page one.

Split Payment Contract Clause. Perhaps the solution to "bad apple" agents heard most often last year was split payments from publishers. Why didn't publishers make split payment clauses a standard in the industry? The contract is, after all, between publisher and author, not publisher and agent. Some members felt they stood a better chance negotiating such a clause with their agents if they were presented with a contract with a "split payment" clause stricken and the agent's "agency clause" inserted. The author would then have the original clause for reference and a springboard for negotiations. Yet other members opposed the introduction of such an industry standard. That agency clause in the publisher's contract is the sum total of their contractual obligations to their agents. Anything more has been committed to and sealed with a handshake. They want to keep it that way. Without the agency clause in the publishers' contracts, these authors feel (in some cases, fear) their agents will be forced into issuing agency agreements for their own protection. Agreements that won't necessarily be slanted in the author's favor.

Fair arguments from both camps. But premature, we thought, unless and until we asked publishers if they would be willing to adopt such a clause. Victoria Thompson reports the results of our publisher survey in this issue, "Split Checks: Publishers Respond."

In closing, I wish to thank the 1995 and 1996 NINC Board of Directors, both of which were called on to assist the APC this past year, Victoria Thompson for undertaking the publisher's split-payment survey, and Pat Rice who solicited agency contracts.

— **Marianne Shock, Agent Projects Chair**

INTRODUCING...

The following authors have made application for membership in NINC and are now presented by the Membership Committee to the members. If no legitimate objections are lodged with the Membership Committee within 30 days of this NINK issue, these authors shall be accepted as members of NINC:

New Applicants

Cynthia Bailey-Pratt (*Lydia Browne*), Salisbury MD
Linda Covington Windsor (*Linda Windsor, Linda Covington*), Salisbury MD

Teresa DesJardien, Shoreline WA
Candace McCarthy, Dover, DE

New Members

Gordon K. Aalborg (*Victoria Gordon*), Sidney, B.C.
Patti Berg, Rescue CA
Susan Holloway Scott (*Miranda Jarrett*), Paoli PA
Ginny Schweiss (*Jenna McKnight*), Grover MO
Tamar Myers, Rock Hill SC
Marti Robb (*Mariah Stewart*), Lansdowne PA

Split Checks: Publishers Respond

By
VICTORIA THOMPSON

Although authors have always faced many difficulties in the publishing business, perhaps one of the worst is the problem of dishonest or incompetent agents. After all, we know publishers often can't be trusted, and that's why we have agents—to protect us from the tricky contract clauses and the havoc they can wreak with our careers. But the agent is supposed to be on our side. In recent years, however, some agents have proven they aren't on the author's side at all. Some have simply succumbed to personal pressures and through incompetence have failed to pay their authors what is due them. Others—thankfully, only a few—have actually absconded with their authors' money, thousands and thousands of dollars which the authors will never see.

Because few authors can afford the legal fees required to sue such agents—and because recovering the money would probably be impossible in any case—we in NINC have been investigating ways in which authors can protect themselves from falling victim in the first place.

Naturally, the first line of defense is to make certain of an agent's integrity before hiring him or her. Unfortunately, this isn't always an adequate protection, because even the most honest agent can become incapacitated or die or be involved in an ugly divorce and the agency can fall under the control of someone less than scrupulous about paying monies due authors.

NINC consulted with publishing attorney Elaine English and asked her to draw up a sample contract clause which would protect authors in the event an agent, for whatever reason, began to withhold payments from his authors. This clause could appear in the agency clause portion of the publishing contract. The clause she prepared allows the publisher to issue split checks to the author and to the agent upon the author's request only.

Typically, split checks are only issued if the original contract stipulates or if both the agent and the author give the publisher written permission to do so. Obviously, an agent who is stealing his clients' money is not going to give the publisher permission to issue split checks, so that leaves the publisher in a very awkward position if he knows the agent isn't passing the money along to the author.

Once we had the proposed clause (which appears in its entirety at the conclusion of this article), we then sent it to publishers. We asked the publishers first to tell us if they already have a policy for splitting checks for authors and agents when the agent has ceased paying the author. Then we asked them if they would be willing to adopt the clause we had drawn up for their boilerplate contracts. The answers we received were quite interesting.

We sent the clause and our request to 15 major publishers and received comments back from 10 of them. Only three of these responses were in writing, and several

of the publishers' representatives with whom we spoke requested that they not be quoted. Fortunately, almost all of them said virtually the same thing, so we can

summarize without putting anyone in particular on the spot.

First of all, all the publishers with whom we spoke were quite sympathetic to an author's plight in dealing with an unscrupulous or dishonest agent. Almost all the publishers also confessed that they have issued split checks without the agent's consent in "blatant" situations where they knew the agent was not forwarding the author's share. But as one publisher stressed, the legal department would have to investigate thoroughly before they could do so. Whenever possible, they will try to get the agent to sign a release agreeing to the split checks as well, and most of them said they usually did not have difficulty obtaining this release when they asked for it.

Some publishers mentioned a few potential problems with this, however. Some agency clauses in the publishing contract are "irrevocable," which means the publisher cannot legally depart from the terms (*i.e.*, split the checks) without the agent's consent, no matter what the situation. Another area of concern is whether or not the agent's commission percentage is mentioned in the publishing contract. If it is not, the publisher has no way of knowing how to split the checks if the agent refuses to cooperate.

Several publishers suggested that if we really want to educate our members, we should have a publishing attorney explain the common terms that appear in the agency clause of the publishing contract. This is the clause over which publishers have the least control, since they put in whatever the agent and author request.

No publisher who responded was willing to put our suggested clause into its boilerplate contract and would only put it in individual contracts if the agent requested it. One suggested that to do so without the agent's consent would imply a lack of trust in the agent and might be perceived as insulting. Others simply declined to get involved in negotiations between authors and agents. If one agent—or twenty or even the entire Association of Author's Representatives—asked for that clause, they would put it in for those who asked but for no one else.

In general, also, publishers do not like the idea of split checks for authors for purely practical reasons. As one representative explained, a publisher may have perhaps only 30 agents who sell them the vast majority of the books they publish. For the sake of example, let's say these 30 agents will be collecting royalties on 1,000 books between them. Under the current system, at royalty time the bookkeeping department sends out 30 checks to the 30 agents for the 1,000 books. But if the authors were all getting split checks, instead of sending 30 checks—or even 1,000—the publisher would have to send out 2,000 ➔

Split Checks: Publishers Respond

(Continued from page 7)

checks, one to each agent and each author for each book. Not to mention the additional time required to prepare two separate royalty statements and figure the agent's percentage on every book. Looking at those figures, it is easy to see why publishers are reluctant to encourage authors to get split checks.

Still, the issue is becoming more important. At least one agent has sent his clients letters from him, granting his permission to the publisher to issue split checks to the authors at their request. He instructed his authors to keep the letters on file in case they ever needed them. This is

certainly one solution to the problem. Another would be asking agents to reword their own agency clauses in the publishing contracts as our attorney has suggested. This would allow an author a safety net if s/he ever needs it. For the moment, however, individual authors will have to request this of their individual agents.

[Publishers who responded to our inquiry were Ballantine/Fawcett, Harlequin/Silhouette, Dutton/Signet, Dorchester/Leisure, St. Martin's, Putnam/Berkley/Jove, Tor/Forge, HarperCollins, Walker, and Simon & Schuster/Pocket/Scribner.]

For your information, here is the wording publishing attorney Elaine P. English devised for the agency clause in the publishing contract.

"The Publisher acknowledges that Author has been represented with respect to the sale of rights in this Work by an agent, _____ (name) of _____ (address). Publisher agrees to send duplicate copies of all statements of monies due and payable, contracts for the sale and licensing of subsidiary rights, and all correspondence relating to this Work to both Author and Agent.

All monies due and payable under this agreement shall be split and paid as follows: _____ (10% or 15% or applicable commission) to Agent (at the above address) and the remainder to the Author (at home address noted in this agreement)."

Alternative Language starting with Existing Standard Provision:

"All statements and sums of money due and payable to the Author under this agreement shall be rendered and paid to the Author's agent, _____ of _____ who is hereby authorized to collect and receive such monies and the Author declares that the receipt thereof shall be a good and valid discharge in respect thereof and the said Agent is hereby empowered to act in the Author's behalf in all matters arising out of this agreement. Notwithstanding the foregoing, in the event of any dispute between Author and Agent with respect to the payment of sums relating to this agreement, Author may give written notice to Publisher of said dispute and beginning thirty days after receipt of said notice, Publisher agrees to split and pay all sums due and payable thereafter as follows: _____ (10% or 15% or applicable commission) to Agent (at the above address) and the remainder to the Author (at home address noted in this agreement)."

Or:

"[...Notwithstanding the foregoing, whenever Author gives notice to Publisher that Author no longer wishes all monies to go to Agent, Publisher agrees that beginning thirty days after receipt of said notice, Publisher will split and pay all sums due and payable thereafter as follows: _____ (10% or 15% or applicable commission) to Agent (at the above address) and the remainder to the Author (at home address noted in this agreement). For all periods where payments are split, Publisher will send duplicate copies of all statements of monies due and payable, contracts for the sale and licensing of subsidiary rights and all correspondence relating to this Work to both Author and Agent.]"

NINC Membership

Tell your published-author colleagues who are not yet NINC members: For membership information and application, send your request to Novelists, Inc., P.O. Box 1166, Mission KS 66222-1166. Or via the Internet at the NINC homepage: <http://www.ninc.com>

Kudos

NINC member Pamela Browning won a first place award in the National Federation of Press Women's annual communications contest for *The World's Last Bachelor*. The NFPW is an organization of working women and men journalists in all fields of communication.

NINC Members on the USA Today List



The Fast Track

The Fast Track is a monthly report on Novelists, Inc. members on the *USA Today* top 150 bestseller list. (A letter "n" after the position indicates that the title is new on the list that week.) Members should send Carole Nelson Douglas a postcard alerting her to upcoming books, especially those in

multi-author anthologies, which are often listed by last names only. Alternately, Carole's phone/fax number is 817-292-6208 or online: cdouglas@catwriter.com. Internet surfers can read and retrieve the list with this magic formula: 1. Enter the World Wide Web via this address: <http://www.usatoday.com> 2. At *USA Today's* homepage, click on the purple "Life" button in the *USA Today* masthead. Once in the Life section, click on the purple "Books" button in that masthead to go to the bookpage. Click, in turn, on two blue entry lines to see the top 1-50 list and the next 51-150 titles. You can also access year-to-date bestsellers by category. Save or print out the file. Look for your name or those of your friends, and track the stars!

Member	Title	July 7	July 14	July 21	July 29
Sandra Brown	<i>Exclusive</i>	25	51	47	52
Sandra Brown	<i>The Witness</i>	24	36	48	51
Stella Cameron	<i>True Bliss</i>			103n	69
Jill Churchill	<i>Silence of the Hams</i>	101			
Catherine Coulter	<i>Rosehaven</i>			83n	81
Catherine Coulter	<i>The Valentine Legacy</i>				62n
Susan Crosby	<i>Baby Fever</i>				114n
Justine Davis	<i>Leader of the Pack</i>				130n
Julie Garwood	<i>The Wedding</i>		27n	35	46
Heather Graham	<i>Captive</i>	73n	57	78	
Heather Graham	<i>Night, Sea and Stars</i>	119			
Linda Howard	<i>Shades of Twilight</i>	48	73		
Andrea Kane	<i>Wishes in the Wind</i>		92n	113	
Barbara McMahon	<i>Bride of a Thousand Days</i>				124n
Linda Lael Miller	<i>Together</i>		115n	79	91
Amanda Quick	<i>Mischief</i>	121	150		
Nora Roberts	<i>Daring to Dream</i>	19	6	15	20
Dallas Schulze	<i>Addie and the Renegade</i>				117n

Anyone who made the list but missed getting the hard copy of *USA Today* please send an SASE within 30 days to the *NINK* editor, who will attempt to provide a copy.

Correction

Jill Churchill's (Janice Young Brooks) *Silence of the Hams* was omitted from June's "Fast Track" listings. It placed June 16 at #202 and June 23 at #83.

New Railbird Needed

Carole Nelson Douglas got the "Fast Track" column off to a great start this year, but *NINK* needs someone to take over the duty for 1997. All you need is Internet access and a roster to help spot members on the list each week. Members who know they made the list are encouraged to contact you to make the job easier, and no one expects perfection. If you'd like to sit on the rail next year, please notify the *NINK* editor or any member of the Board.

Taking Popular Fiction Seriously

By
CATHIE LINZ

As members of Novelists, Inc., we write popular fiction. We've had to defend, explain, and legitimize it for years. We've been on the forefront of a battle ground of sorts and we've got the scars to prove it. Traditionally, the academic world has not been kind to popular fiction, relegating it as a sort of popcorn for the mind. But I've found one place where what we write is taken very seriously, indeed.

I'd never really made the connection between popular fiction and popular culture until Raul Kulberg brought it to my attention at a Public Library Association cluster workshop in March of last year. He, along with over 100 other librarians from 21 states, was attending a two-day session specializing in romance novels where I was one of the featured speakers. It was the most popular (that word again) of the sessions given, and it marked the first time that the PLA had ever focused on the romance genre.

But let's get back to Raul—he spoke to me afterward, asking if a romance genre archive had been established anywhere (it hadn't) and telling me that the Popular Culture Library at Bowling Green State University would be the perfect site for such a thing since it was the leading center of the study of popular culture in this country.

I confess, I wasn't familiar with the library, but as a former librarian myself, a centralized archive site had been a long-time dream of mine. Over the past 15 years, I'd saved all my manuscripts, from first draft to finished book, filed all my correspondence and kept detailed notes (at least in the earlier years)...because one day someone might want to see how this was all done, what the process was. So I contacted Alison Scott, Head Librarian at the Popular Culture Library.

They take the subject of popular culture very seriously at Bowling Green, and so they should. The library is the most comprehensive research facility of its kind in the United States. They possess more than 100,000 printed books on subjects ranging from folklore to graphic art, sports to popular fiction. They have in excess of 8,000 issues of more than 350 different magazines. Imagine a collection of movie posters—from the 1920s to current video releases. Or how about radio, television and movie scripts? They've got them—from *The Loretta Young Show* to the 1994 theatrical release *The Flintstones*. Proctor and Gamble of Cincinnati donated more than 400 linear feet of original scripts, production documentation and commercial materials for television programs which the company sponsors, including *The Edge of Night*, *Another World* and *The Guiding Light*.

Are you impressed yet?

The library is dedicated to acquiring and preserving primary research materials on 19th- and 20th-century American popular culture. Its fame is international, with many scholars throughout the world, as well as news organizations and other institutions, utilizing its resources in

developing magazine articles, books and media productions.

How did such an internationally known repository end up in Ohio? (West of the Hudson, as Evan Maxwell would be the first to point out.) And how did they get so famous in a little more than 25 years?

They credit the combined efforts of two men—Ray Browne, the founder of the study of popular culture in the United States, and William Schurk, the collection's first librarian. When Ray Browne joined the faculty of Bowling Green State University in 1967, he organized the Center for the Study of Popular Culture, and began developing plans for an academic program devoted to the critical study of all aspects of popular culture.

It wasn't easy, but it was fun. Together, the two men began collecting primary research material, frequenting garage sales, secondhand stores and rummage sales as well as receiving help from university alumni, members of the newly formed Popular Culture Association and the general public.

So what exactly were they collecting? What is popular culture? Generally speaking, it is art and entertainment

▼▼▼ The library is dedicated to acquiring and preserving primary research materials on 19th- and 20th-century American popular culture.

that is created for a large, consumer-oriented audience. Among the things that students of popular culture hope to understand are the ways in which the marketplace affects the creative imagination (gee, we can all relate to that one, can't we!) and the

ways life interacts with art. The library documents what people read, and did, and created, for the *fun* of it.

This was perfect for us. Alison Scott was very excited about the prospect of a partnership with Romance Writers of America to create a centralized romance genre collection, a first of its kind for the genre. In November of 1995, RWA announced the inception of the "Romance Fiction and Related Materials" collection at the Popular Culture Library, which will include, among other things, RWA's organizational archives documenting its founding 15 years ago. In addition, personal correspondence, manuscripts, galleys and related materials will be donated by romance authors nationwide. The library is already the proud possessor of a large collection of printed materials in the romance genre.

The collection is meant to include all published romance authors and I'm hoping that members of Novelists, Inc. will join in this milestone event and donate materials.

The library is looking for materials from authors that "document the process of creation," as Ms. Scott puts it. Examples would include line-edited manuscripts, copy-

edited manuscripts and galleys for published romance novels, correspondence between author and publisher/editor. Check your files; I'll bet some of you have extra copies of galleys lying around that you never knew what to do with. Now you do. If you're interested in donating your material, please send it to:

Alison Scott, Head Librarian, Popular Culture Library, Bowling Green State University, Bowling Green OH 43403.

If you're uncertain what they are looking for, even after reading this article <grin>, then contact the library directly and just ask them. It's as simple as that.

Okay, that's great for romance, you say, but what about the other popular fictions represented by Novelists, Inc.? The library is interested in all of you.

The Popular Culture Library is looking for material from authors for their substantial Mystery/Detective Fiction collection. The works of all major authors of mystery/detective fiction—including sleuth stories, hard-boiled private eye novels, police procedurals and spy thrillers, among other genres—are represented by 40,000 volumes. The E.T. Guymon Detective Fiction Collection alone contains 171 linear feet of literary manuscripts, correspondence, photographs and more than 1,600 books.

Specifically, Ms. Scott says, "We are broadly interested in mystery fiction, that is to say that *any* kind of mystery writing, from true crime to English cozies, are of interest to us. At the moment, we are particularly interested in improving our holdings of the true crime magazine *True Detective*, and pursuing additions to our collection of mystery pulp magazines, particularly in the thriller/suspense areas and in the "spicy" range, most especially the magazine *Spicy Detective*. We are also interested in improving our collection of mystery publications from the 19th and early 20th centuries."

Regarding westerns, Ms. Scott goes on to say, "We are particularly interested in pulp westerns (Thrilling Ranch Stories, Trip Western, Range Riders Western), paperback westerns (especially Ace Double editions), and westerns by women authors, such as B.M. Bower. We are also interested in improving/perfecting our holdings of the *oeuvre* of the classic western authors, Zane Grey, Owen Wister and Louis L'Amour—first editions, reprints, paperbacks, serial appearances and all."

What about science fiction? The library has approximately 20,000 volumes of science fiction, fantasy, weird/horror, supernatural/occult and related genres. Special strengths include American and British mass-market magazines, and fan and collector publications. The Ray Bradbury Collection of literary manuscripts, correspondence and photographs as well as 1,600 published works is a significant resource.

According to Ms. Scott, "we actually have a magnificent collection of the science fiction pulps, so with this

genre we are particularly interested in locating copies of works by the science fiction 'pioneers'—19th century authors like Jules Verne and early 20th century writers (H.G. Wells, etc.), as well as modern 'alternative' science fiction—we are trying very hard to develop a good collection of science fiction 'graphic novels'.

"Science fiction is developing a lot of what I think of as thematic subgenres. Of them, we are particularly interested in stories that explore time-travel, alternative histories and encounters with alien civilizations (all the more if there is some attention to race/class/gender), and spirituality/religion."

Ms. Scott says the library is prepared "for everything from a trickle to a deluge" regarding donations from NINC members.

This material is invaluable primary research material which will be treated with the utmost care—maintained in an optimal, climate controlled environment and housed in archivally appropriate folders or boxes. In other words, your stuff will be very well taken care of.

They have two primary aims, "to make the research

materials accessible to researchers, and at the same time strive to preserve those materials for the use and enjoyment of future generations."

The library has worked hard to increase public awareness of the richness of their holdings. Nearly 10,000 visi-

▼▼▼ **As writers of popular fiction, we are at the forefront of popular culture and some of us didn't even know it.**

tors use the collection annually. To preserve the material, the library has a policy which limits the circulation of materials to use in the reading room. In the 1993/94 fiscal year, the library received inquiries from such diverse institutions as *The Wall Street Journal* and the Smithsonian Institution. They retrieved nearly 35,000 items for more than 11,000 researchers and still managed to answer almost 10,000 informational/reference questions.

But what if you're not ready to part with your treasures and donate them to this collection yet? Don't worry—there is another option. You may donate the material at any time in the future, or you may arrange to have it bestowed upon the library in your will, as part of the distribution of your estate. Consult with your attorney on the specifics, or the Popular Culture Library, which also has information.

Since many writers are also avid readers, I'd remind you to keep an eye on your reading material for anything the library might be interested in—those old detective magazines you read as a kid and might have stored in your garage or attic, for example.

And what if you threw everything away and have no materials to donate? Then save everything from ➔

Taking Popular Fiction Seriously

(Continued from page 11)

now on. It's important. It makes a difference. Future generations will thank you for it. And in the meanwhile, dig into your pockets a bit and donate a few tax-deductible dollars to the Popular Culture Development Fund (at the library's address) which helps maintain the library's collection. You'll be helping to preserve something irreplaceable.

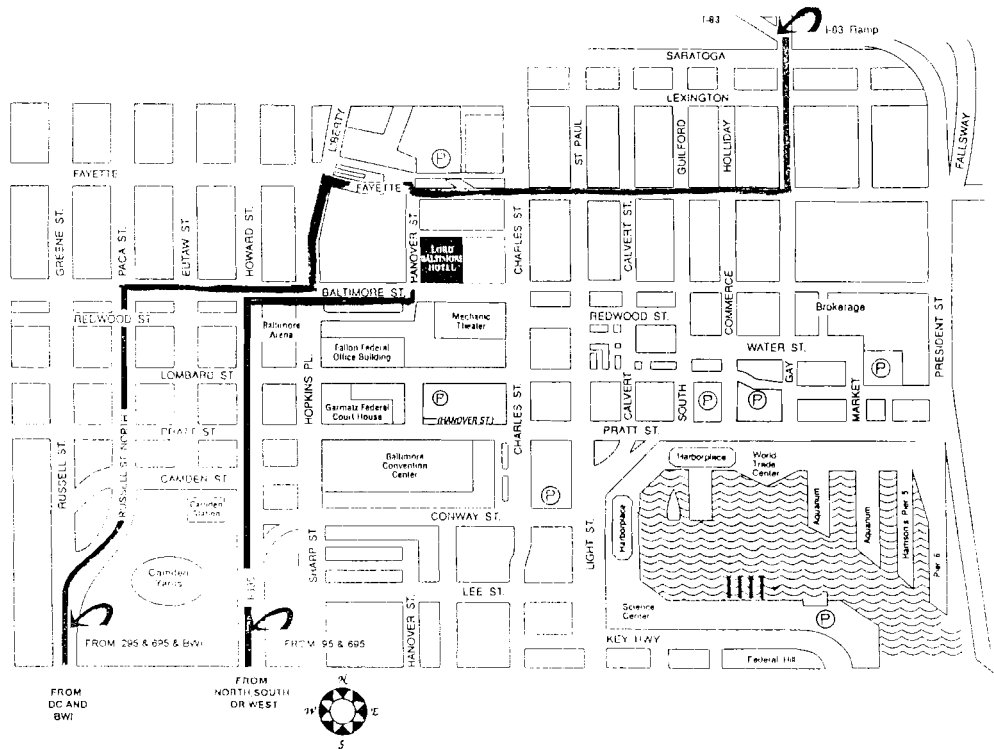
If you think what you write is important, that the work you do as a writer makes a difference, then here is your chance to either A) put your foreign editions, manuscripts, correspondence, etc., or B) put your money, where your mouth is.

As writers of popular fiction, we are at the forefront of popular culture and some of us didn't even know it. We do now, and we should be sure to act on it—to take popular fiction seriously, the way they do at the Popular Culture Library at Bowling Green State University. **NINK**

Cathie Linz is a USA Today-bestselling author and the RWA Library Liaison. As such she was instrumental in the inception of the "Romance Fiction and Related Material" collection at Bowling Green. Currently on the stands from Cathie is Michael's Baby from *Silhouette Desire*, the first book in her "Three Weddings and a Gift" trilogy. It will be followed by *Seducing Hunter in October* and *Abbie and the Cowboy in November*.



Directions to The Radisson Plaza Lord Baltimore



From the North or South: Follow I-95 to exit 53 (I-395N). I-395N will become Howard St. Follow Howard St. to Baltimore St. Turn right onto Baltimore St. Follow it 2 blocks to Hanover St. Turn left onto Hanover St. Hotel is on the right.

From Downtown Washington D.C., BWI Airport: Follow I-295 North to Baltimore. Once inside the city limits I-295 will become Russell St. When Russell St. crosses Pratt St. it becomes Paca St. Turn right onto Baltimore St. Follow to Hanover St. and turn left. Hotel is on your right.

From the West: Take I-70 east to I-695 south (marked Glen Burnie). Follow I-695 to I-95 North. Follow I-95 North to exit 53 (I-395N), I-395N will become Howard St. Follow Howard St. to Baltimore St. and turn right. Follow Baltimore St. 2 blocks to Hanover St. and turn left. Hotel is on your right.

From I-83 (York, Harrisburg, South Central Pennsylvania): Follow I-83 South to the end and turn right onto Fayette St. Go 9 blocks to Liberty St. and turn left. Make next left onto Baltimore St. and next left at Hanover St. Hotel entrance is on your right.



EAST OF THE HUDSON

Net-Minders Alert

Lots of us have flung ourselves into cyberspace, but I decided the Internet was here to stay when my agent, a technological throwback of sorts, admitted that he now has an e-mail address.

If Dominick Abel can be reached on the Net, the Net is here to stay.

But I ran across a couple of items recently that should make us all think hard about what the Net will mean to those of us who rely on hard copies of our works for our livelihood. First, there was the dialogue with futurist Esther Dyson in the *New York Times Sunday Magazine*.

Dyson is a radical member of the so-called "neterati," not to be confused with "literati," and she spent her days and nights trying to figure out what all this change really means. Her conclusions are unsettling.

For one thing, she bluntly expects books as hard-copy to disappear. Writers, composers, programmers, the creators of "content" will suddenly find themselves operating under what Dyson calls a "new business model." No royalties, no royalty statement, no advance checks from publishers because everything will be distributed electronically, and free, on the Net.

Chilling thought but not entirely far-fetched. I know, for instance, that my publisher is no longer nearly as interested in my hard copy as he is in the electronic disk on which I submit my book.

The *Times* interviewer asked Dyson how creators of content would make a living in the new age of electronic copying. Her reply made me feel like my lunch was unhappy in my belly.

"They'll get money for performances, readings," Dyson blithely suggested. "The free copies of content are going to be what you use to establish your fame. Then you go out and milk it."

"Also, a lot of creators will get paid by audience gatherers rather than by the public. Content will be sponsored somewhat in the way network television programming is today...."

"The good writers will get sponsored. The bad ones, maybe they'll be more useful in some other line of work."

And what if writers or artists don't want to go peddling their presence to sponsors or on-line service providers? What if they are shy?

"Then they won't make any money," Dyson said bluntly.

I don't know about the rest of you, but I got into this business so I wouldn't have to play huckster all the time. I like the company of my computer. I like keeping much of the rest of the world at modem's length from me.

Dyson may be right, though, in which case I think we

are living in the last golden age of writers, when you could put words on paper or a computer screen and then rely on those other folks, publishers, to take care of the commerce.

Sorry. I didn't mean to sound morose.

Politics as Usual

The second discomforting bit of news involving electronics, publishing and the Brave New World of Books involves a plan to change the copyright system in this country, the last bulwark of protection between writers and wage slavery.

We all have seen the recent efforts by corporate publishers to strip ownership away from the creators of books. Harlequin's pseudonym policy and its contract provisions, which come close to making category romance into work for hire, are the best examples. Then there are the house-owned series like *Star Trek* and *Star Wars* and the celebrity novels where the real work, uncredited, is done by creative ghosts.

Copyright is the only real way we can hold onto the words we create. Without copyright protection, we'd be dead. Hell, even Esther Dyson says there is a role for such protection, though it is becoming harder to exert.

That's why I get goosey as hell when somebody starts messing with the existing copyright system, which is exactly what is happening in Congress.

At present, copyright is a function of the Register of Copyrights, part of the Library of Congress, but under a bill quietly proposed this month by Sen. Orrin Hatch, copyright protection and enforcement would be moved to an agency called the United States Intellectual Property Organization.

Intellectual property is a grandiose yet sterile term I first heard in Silicon Valley a few years ago. IP is a big, broad legalistic field involving patents and trademarks, as well as copyrights. It was coined to make computer programming and electronic-chip blueprints protectable under copyright law. In other words, IP is an effort to make the jumble of symbols and backslashes called Windows 95 into the artistic and commercial equivalent of Shakespeare and Mack Bolan.

That's part of the dangerous potential in a major change such as Senator Hatch is proposing. By removing the copyright from the Library of Congress, individual writers' needs may well get lumped together with the concerns of corporations like Microsoft or HarperCollins/News Corp.

In that vein, Hatch's proposal would lodge all intellectual property functions in the Department of Commerce. The entire protection process would become both commercialized and politicized, since the head of the →



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Intellectual Property Organization would be a presidential appointee.

Hatch, who is himself a writer of poetry, defends his proposal on the grounds that "intellectual property industries contribute mightily to our balance of trade. American-produced software accounts for 70 percent of the world market. U.S. recorded music constitutes approximately 60 percent of the international market."

I know that writers and their publishers have some common grounds for action, but I've never heard a poet put things in such blunt and crass terms before.

I am worried whenever copyright considerations, which protect authorship, get lumped in with corporate ones, which involve exploitation of a work, rather than creation.

And I get downright nervous when somebody suggests putting all such issues under the control of political operatives like the late Commerce Secretary, Ron Brown, or international trade hatchetmen like Mickey Cantor.

Copyright control is almost all we have, as authors. Publishers would love to turn our work into wage-slavery, whether they admit it or not. So I am alarmed by the Hatch proposal on its face. It was floated in the middle of the summer doldrums to very little publicity and most writer groups opposed it. Interestingly, U.S. publishers have yet to take a position.

That alone should alarm us. If publishers think a change would help them, chances are it would not help writers.

Nothing may come of the idea, but since Hatch is chairman of the Judiciary Committee, it isn't just an idle thought looking for a home. Let's all keep an eye on it and make sure we see what happens.

Soapboxes and Broad sides

Last month's newsletter contained a very thoughtful and articulate letter from Carolyn Haines, who took me to task for my views on independent bookstores and literary fiction.

I want to respond because Carolyn's letter was an example of the whole reason I indulge myself in this particular way each month.

Sure, I like expressing myself and my own opinions. Every writer does. But "East of the Hudson" is a deliberate exercise in provocation. It is not intended to be anyone's final word except mine.

Writers need to thrash around together on such issues, refining our own ideas and insights and sharing them with our colleagues. That's the only way we are ever going to make our voices heard in the bigger world of publishing.

On the other hand, there are some times when I do let

loose with genuine feelings, so I'll try and spell them out in greater depth here.

First, I don't automatically dislike independent booksellers. I DO dislike the independent booksellers, and there are a great many of them, who sneer at my work because it results in a mystery, a romance or something disdainfully dismissed as "genre fiction."

(For what it's worth, I dislike chain-store clerks who use the same artificial standards to judge or recommend books.)

Independent bookstores are all-too-often guilty, it seems to me, of cultivating the kind of snobbishness that I call "literary." The people who run independent bookstores are sometimes more interested in acting as literary gurus and gatekeepers than they are in conducting a business.

These would-be mavens don't want to be successful so much as they want to be important, and in the process they ignore or alienate many potential customers whose reading tastes may differ from their own.

The "literary" attitude, and it is an attitude, not a verity, is what fuels my impatience with other aspects of publishing. New York still regards itself as the center of the universe, long after the balance of power began shifting elsewhere. The New York "literary" establishment uses every tool at its disposal to force its taste on the rest of the readers in the country.

Carolyn Haines, who both reads and writes more broadly than I do, makes some extremely valuable points regarding the dangers of letting the corporate mentality take over publishing. She is passionate and eloquent about the importance of creative diversity.

Popular writers and literary writers, she says, are all in this together. She can afford to say that because she writes in both kinds of fiction.

I can only reply that if the "literary" establishment were as broad-minded as she is, I wouldn't complain.

But they are not.

Here endeth the Rant for the Day.

Shakespeare Rolling Over

I think I mentioned, didn't I, that Shakespeare & Co., one of the most influential independent bookstores in the country, if only by virtue of its location in the heart of Manhattan's Upper West Side, is closing its doors?

Yep, it turns out that even used books couldn't save the bookstore that is widely regarded as one of the best in the country.

The news sent shock waves through the country's *intellchuls*, most of whom seem to live within four blocks of Shakespeare. The dumbing-down of the country had destroyed yet one more venerable institution of culture and good taste.

↵



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But a couple of things have come to my attention since the announcement in June and, as a believer in injecting context when it suits my purposes, I pass them on.

First, Shakespeare & Co. will not be wiped from the face of the earth when the store on Broadway closes, if indeed it ever does. There are three more Shakespeare locations around Manhattan and they all seem to be doing well. The main store, surrounded by superstore competition, is the only one that's fading.

Second, it may not even be fading. There has been some reconsideration given to the decision to close. The jury is still out. (In other words, the whole thing may have been a publicity ploy.)

Third, and perhaps unexpected, the announced closing sparked an interesting debate in Manhattan. One of the most-outspoken of the debaters was Victor Navasky, publisher and editorial director of *The Nation*, a magazine that has never been fond of corporate America.

Navasky, a confirmed Manhattanite, committed the ultimate heresy by saying publicly, on the op-ed page of the *New York Times*, that he chooses to shop not at Shakespeare but at a Barnes & Noble superstore. He cited better

selection, better service and better discounts as three of his reasons.

The reaction he got was predictable. Independent booksellers lashed back with a remarkably sharp barrage of letters to the *Times* and comments in *Publishers Weekly*. Some accused Navasky of selling out, since Barnes & Noble advertises in *The Nation*. Others said he was either venal or hypocritical, maybe both.

Navasky suggested in his original piece that superstores were even helping to take "private space into the public sphere" by including coffee bars and snack shops in their establishments.

I've never quite been able to think of Starbucks as a public forum for the discussion of literature, but that's beside the point. The tone of the letters from booksellers suggests that they could use a bit of a lesson in public civility.

Now, I know I promised a little tour of Ingram's monster warehouse in LaVergne, TN, but summer is winding down and you don't want to spend your last warm days inside. I'll hold it for next time.

Besides, the fish are biting.

— Evan Maxwell



NINK NOTES

AAR Offers Information

The Association of Authors' Representatives, Inc. is working to keep agent standards high. For a list of member agents, a copy of the AAR's Canon of Ethics and a brochure describing some basics about agents in general and the AAR in particular, send an SASE #10 envelope with 55 cents in postage and a check or money order payable to the AAR for US \$5.00 (no cash) to: AAR, 10 Astor Place, 3rd Floor, NY NY 10003, (212) 353-3709. A copy of AAR's Suggested Agent Checklist appeared in the February '96 issue of *NINK*.

Northwest Goes Under

According to an Associated Press story originating in Salt Lake City, Northwest Publishing Company of Salt Lake will be liquidated under Chapter 7 bankruptcy rather than reorganized under Chapter 11. Investigators are looking into unpaid tax liabilities and other issues raised by unhappy authors and employees. After paying fees ranging

from \$2,000 to \$11,000 per book, authors say the company didn't publish the books or didn't market them if they were published. According to the wire service story, authors "also complained of calls not returned, sloppy editing, uninformed employees, unpaid royalties and a host of excuses from the company."

A trustee appointed by the court to run the company plans to sell warehoused books "to the highest bidder," which has angered authors who think the books belong to them. Only three books were copyrighted to Northwest, so all other copyrights are retained by the authors.

Torstar Profits Up

An article in the *Toronto Star* reported that Torstar profits rose 45% in the quarter ending June 30. Torstar, the parent company of both the *Star* and Harlequin/Silhouette, credited higher newspaper and book publishing profits for pushing net income to \$14.1 million in the second quarter of this year. Harlequin's second-quarter earnings were reported at \$21.6 million, up 23% from \$17.6 last year. Harlequin said that second-half earnings are not expected to match 1995 results due to increased marketing and promotional spending.



This month's column will be a potpourri of things I've heard about or stumbled across online. Remember, if you have any news for this column, let me know! (BrendaHB@aol.com) First, I want to share a few more websites people have told me about that sound fun. SLAKE (<http://www.slake.com>) is romance-oriented and features reviews—some of which are pretty irreverent. The Eclectics Home Page (<http://www.ids.net/~Rebecca/index.html>) is run by Rebecca Sinclair, who originally founded GENIE's RomEx area. It's got a bit of everything for writers, to include useful (and funny) articles, message boards and author home pages.

By the time you read this, ROMANCE IN COLOR, an Internet forum for readers and writer of ethnic fiction, will be open. Founded by Pinnacle Arabesque author and NINC member Angela Benson, and hosted on the Kensington Web Site (<http://www.kensingtonbooks.com/>), this site will have such active participants as Kensington President Steven Zacharius; reviewers Cheryl Ferguson, Harriet Klausner and Esther Aronowitz; bookstore owner Emma Rodgers of Black Images Book Bazaar in Dallas; and agent Rob Cohen. E-mail Angela Benson at aben-son@mindspring.com for more information. Finally, go check out Painted Rock (<http://www.paintedrock.com>) if you haven't already. This writers' colony caters to every genre and includes classes (that authors can teach for money), bookstores, a research university, a private authors' area and more. Membership is \$12/month, though if you teach workshops or classes you can get credit for part of that. Author advertising and web pages are also available. Speaking of author web pages, by the time you read this, we should be offering them via the NINC home page as well! Watch for details.

Ninclink, the NINC listserv, has been growing by leaps and bounds! We have over 85 subscribers at this writing (that's almost 20% of our membership!) and the discussions have been varied and fascinating. Just during July we've talked about sexism (or lack thereof?) in the mystery genre; PW's anonymous reviews (some folks have very strong opinions!); the apparent editorial slowdown at Silhouette and Harlequin; "questionable" publishers such

as Commonwealth, LionHearted and Northwest; the five (or is it fourteen?) basic romance plots; balancing art with commercialism (including a fabulously wise post by Barbara Samuel); the new Silhouette inspirational line; category romance title "buzzwords" (cowboys, babies, etc.) and how they sell; and the future of the paranormal market. Oh, and Carla Neggers's latest-breaking NINC conference updates! See what you're missing if you're not subscribed? To rectify that situation, just send an e-mail to: ninclink-d-request@cue.com with nothing (or a period) in the subject box and the word *subscribe* in the message box. Underneath *subscribe* type your first and last name as they appear in the NINC roster.

See you online!

— Brenda Hiatt Barber :)

Ed. Note: Two sentences were inadvertently left out of the first paragraph of the August Online column. After information about subscribing to the NINC maillist, the paragraph should have read: Another worthwhile listserv for romance authors is the RWRG Authors list, which originally spun off from AOL and is now Internet-wide. To subscribe, send an e-mail to rwr-g-authors-request@mail-list.com with nothing in the subject box (or a period) and the word *subscribe* in the message box. The sentence which follows applies to the RWRG Authors list, not the NINC maillist.

B&N Offering a Nickel

A NINC member learned through an online maillist that a Barnes & Noble in Rochester, New York is apparently paying five cents a book for used paperbacks. No information was available on how much B&N charges for reselling the book.

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