




Tahoe '98 Reports, Pt. 2

Intrepid NINK contributors Julie Tetel Andresen, Victoria Thompson, and Judith Bowen compiled these summaries. **ED.**

Hey, Mr. Tax Man



Surprisingly entertaining, this session was led by a man who just may be the world's first and only user-friendly IRS agent, Paul Doerr. He assured us that the name of the business expense tax game is documentation, which is the very best thing you can do to protect yourself in the event of an audit.

Although it sounds reassuring to hear that less than 1% of returns get audited annually, Georgia Bockoven pointed out that if you live to be 100, your chances of getting audited at least once are high. Thus the need for good record-keeping.

You'll want proof of your expenses in the form of everything from plane ticket receipts to invoices for the purchase of pencils and paper. And you'll want to keep your records for three years as a general rule, although Doerr recommends keeping those records for

Page 7 ▶▶

Contract Terms: Lawyer's Perspective

By **ALAN J. KAUFMAN**

The most important publishing contract issues are primarily financial. These issues include the amount of the royalty advance, royalty rates, the payout schedule of the royalty advance and the extent of the rights granted to the publisher.

The Royalty Advance. Royalty advances are highly negotiable depending on how many copies of the book your publisher feels it can sell, with a direct correlation to its enthusiasm for the book.

A rough rule of thumb for calculating a royalty advance would be the proposed suggested retail price of the initial trade edition of the book to be published, multiplied by the applicable royalty rate, multiplied by the estimated number of copies to be initially distributed divided by one-half.

Royalty Rates. Hardcover royalty rates are generally ten percent (10%) of the suggested retail price on the first five thousand net copies sold, twelve and one-half percent (12½%) on the next five thousand net copies sold, and fifteen percent (15%) thereafter.

Trade paperback royalty rates generally start at six percent (6%) escalating to seven and one-half percent (7½%) after ten thousand to 25 thousand copies and

sometimes escalating to ten percent (10%).

Mass Market paperback royalties generally

start at eight percent (8%) escalating to ten percent (10%). Please bear in mind that while these rates are customary, all royalty rates are negotiable and can be less or more than the foregoing, and with or without escalators.

All of these royalty rates are based on net copies sold (i.e., gross distribution less returns) and are based on the suggested retail price or cover price of the book. Returns must be considered because books sold through normal channels of book distribution are generally sold on a returnable basis.

Grant of Rights. The grant of rights is generally for volume rights including certain subsidiary rights. The territory normally granted is for (i) exclusive rights in the United States, territories and possessions, the Philippines, with Canada usually being included, and non-exclusive rights in the open market; or (ii) exclusive world English language rights; or (iii) exclusive rights in all languages throughout the world.

The extent of the grant is determined upon how much money the publisher is willing to pay for what rights, how successful

Continued on page 4 ▶▶▶▶

Also in this Issue:

President's Column—2 / Letters—3 / Advocacy: Hooray for Hollywood—14 / I Saw a Fine Lady—15
Recommended Reading—15 / When Bad Things Happen—16 / Online—17 / East of the Hudson—18 / Fast Track—20

Novelists, Inc.

FOUNDED IN 1989

Advisory Council

Rebecca Brandewyne†	Linda Barlow
Janice Young Brookst	Georgia Bockoven
Jasmine Cresswell†	Evan Maxwell
Maggie Osborne†	William Bernhardt
Marianne Shock†	Victoria Thompson

† Founder

If you have questions regarding Novelists, Inc., please contact a member of the Board of Directors.

1998 Board of Directors

PRESIDENT Julie Kistler

26 Gloucester Circle
Bloomington IL 61704-7604
Ph/Fax 309-663-8221
E-mail: julie@ice.net

PRESIDENT-ELECT Carla Neggers

P.O. Box 826
99 Deer Path Lane
Quechee VT 05059
Ph 802-295-1193
CNeggers@vermontel.com

SECRETARY Candace Schuler

3425 Henderson Circle
Santa Rosa CA 95403
Ph 707-523-4086
Fax 707-523-4286
E-mail: Schuler776@msn.com

TREASURER Debbie Gordon

1240 Noonan Drive
Sacramento CA 95822-2507
Ph 916-448-1964
E-mail: DBHGORDON@aol.com

NEWSLETTER EDITOR LaRee Bryant

3817 Yellowstone Street
Irving TX 75062-7245
Ph 972-255-0316
Fax 972-256-2118
E-mail: LBryant316@aol.com

ADVISORY COUNCIL REPRESENTATIVE

Janice Young Brooks
Box 1112
Mission KS 66222-0112
E-mail: cozybooks@aol.com

CENTRAL COORDINATOR Randy Russell

Novelists, Inc.
P.O. Box 1166
Mission KS 66222-0166
Ph/Fax 816-561-4524
(Call before faxing)

Web site: <http://www.ninc.com>

Send Address Changes to Central Coordinator

Copyright ©1998 by Novelists, Inc. All rights reserved.
No part of this newsletter may be used or reproduced in any manner without written permission.

PRESIDENT'S COLUMN

Wow. Time flies, huh?

It doesn't seem possible that Novelists, Inc. can be celebrating its tenth birthday already.

We've come a long way since 1989, when Rebecca Brandewyne, Janice Brooks, Jasmine Cresswell, Maggie Osborne, and Marianne Shock carved out a place for a newcomer in the world of writers' organizations.

Instead of how many books a member should have under her belt, now we're grappling with whether you need paper to make a book a book. But the basic questions remain: What should Novelists, Inc. become? Who should belong? What can we accomplish if we work together? I'm sure as we progress into the millennium (once that Y2K thing is behind us) we'll continue to change, to move forward. And as the industry mutates and shifts and reforms all over again, the unique entity that is NINC, devoted to helping working writers continue to work, becomes even more of a lifeline. NINC represents your pals, your colleagues, your idols, and your future. Maybe that's why I feel so honored to serve as NINC's president during this special tenth anniversary year, when we take a look back at what we've accomplished, and a look forward to where we go next.

So what are we up to in '99? Expect us to tackle projects, problems, publishing sturm und drang, some whine and some cheese, and a big celebration, as we bring in this tenth anniversary.

First, for something new and different: Your new Board has talked about creating a NINC Yellow Pages, either on paper or online, to list the special skills, expertise, etc. of our varied members, to help us network and tap into the variety of experience lurking out there. We'll also be concentrating on our Internet presence, starting with more emphasis and attention paid to the NINC Web site (www.ninc.com). Breaking news, members-only pages, tips and tools, an archive of past newsletter articles—we are bound only by our collective imagination when it comes to the Web. We'll also do what we need to do to keep the NINCLINK humming, as that becomes an increasingly important part of how we communicate with each other. In terms of communication, it may also be time to do a new survey of the membership. Victoria Thompson, conference chairman for Savannah in '99 (see below), has asked for that kind of feedback to see where we're at and what we want, and I think it's an excellent idea.

The most important project underway may also be the least entertaining. But Candace Schuler, on-board as secretary for another year, is forming a committee to update and revise the Policy & Procedure Manual, the dusty tome that keeps the Board functioning. It's a dirty job, it needs to be done, and I'm thrilled Candace is willing to do it.

You'll also see a continuation of some things we all appreciate:

▼ Like the Advocacy Committee, where we try to tackle the difficult issues of our industry. Cathy Maxwell did a great job with this committee for the past several years, and we hope to keep the momentum going.

▼ Or the Outreach Committee, which we're reactivating to try to pull in new members. As Steve Womack said a few years ago—we still have to get

This Month
from the
President:

Happy
birthday,
ten year old!

the word out to many writers that we even exist. Through the Web site and the Outreach Committee, we'll keep trying, keep making headway.

▼ Much of our focus, as always, will go towards the Annual Conference. The Hyatt Regency in Savannah, Georgia, will host us October 7-10, 1999. It's a beautiful, historical location, with all kinds of material for scintillating programs. Voodoo and the occult? Military rangers? Arson investigators? Victoria Thompson and her program coordinator Jasmine Cresswell are plotting some diabolically clever workshops and discussion groups even as we speak.

▼ Looking toward future conferences, the Site Committee will set sail sometime this spring, exploring turf for

NINC 2001. After Savannah this year and Vancouver in 2000 (our first conference site outside the US), we might look to the middle of the country, or heed the siren's call of New York. Where to? It's up to you.

Don't be shy—pick up the phone, give us a call. And if you don't like the phone, there's the Link, e-mail at info@ninc.com, a Letter to the Editor, Pony Express, smoke signals, or even telepathy. (I'll try to keep my channels open, but I'm not promising anything.)

And I hereby deputize all of you to have your cake and eat it, too, in honor of NINC's 10th birthday. Go for it!

— Julie Kistler

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.

Conference Kudos

Thanks to Judy Myers, Kathy Chwedyk, and their lieutenants, I enjoyed my best NINC conference ever at Lake Tahoe. The atmosphere was nicely relaxed, the sessions more stimulating, and even the conference food was good. The presence of Alan Kaufman, Mel Berger, Matthew Shear, and Robert Gottlieb on panels was especially serendipitous. As good as Mr. Kaufman's NINK articles have been, he was even better in person, proving adept at fostering other panelists' participation. I hope at least part of this quartet will be at the '99 conference.

Members: To obtain a copy of the full minutes of the Board of Directors' meeting, send \$2 plus SASE to the P.O. Box. For an updated copy of the Bylaws, send \$2 plus SASE. For a copy of the Treasurer's Report, send \$1 plus SASE to the P.O. Box.

I hope, too, that a session—perhaps a 90-minute one—will be scheduled for '99 on the pros and cons of book clubs and direct sales (there is a difference). One editor mentioned to me that Ms. Panteri (sp.?) from Doubleday Book Club would likely be happy to come to the Savannah conference, and book clubs/direct sales is an area in which we all could use more education. A panel including publishing house/book club personnel, an agent or two, and a literary attorney as knowledgeable as Mr. Kaufman would provoke some real interesting discussion.

— Patty Gardner Evans

INTRODUCING...

The following authors have applied 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

Barbara Cummings (Ann Crowleight, Leila Bercier),
Germantown MD
Melitta Kit Dee (Kit Dee), Tucson AZ
Dee Henderson, Springfield IL
Eileen Putnam, Arlington VA

New Members

Jill Barnett, Bainbridge Island WA
Bette L. Ford, Warren MI
Jon Foyt (Ruth Clapsaddle-Counts), Santa Fe NM

LAWYER'S LOOK AT CONTRACTS

▶ ▶ ▶ ▶ *Continued from page 1*

the book would be abroad, and the negotiation ability of your representative.

Royalty Issues.

Royalty Statements. Royalty statements should be rendered by a publisher to an author twice yearly accompanied by payment of any royalties or author's share of subsidiary rights licensing proceeds due to the author in excess of the royalty advance, within ninety (90) days of the end of each six month royalty period.

The royalty statements should show the number of copies shipped, the number of copies returned, and any reserve for returns being taken by the publisher. The royalty statements should also show all subsidiary rights licensing proceeds in detail. All royalty information should be on a cumulative basis. The number of copies printed should be provided to the author upon request.

Reserve for Returns. The concept of a reserve for returns is a financially meaningful one. As most trade books are sold on a fully returnable basis, a publisher wants the right to reserve against future returns (i.e., not pay the author for a percentage of books distributed because the publisher anticipates a certain percentage will be returned).

While it is preferable to have the reserve limited by either the number of royalty periods that a reserve can be taken or by a percentage cap, in the event that a publisher will not agree to these limitations, the agreement should at least state that the reserve to be taken will be reasonable in light of the actual return percentage of the book and that the reserve will be adjusted up or down periodically to correspond to the actual returns of the book.

Joint Accounting. When doing a multi-

ple book deal, a publisher will generally want to have the royalty account for all the books "jointly accounted." This means that the author will not receive any royalties until the entire royalty advance for all of the books has earned out. From the author's point of view it is best for the books to be separately accounted.

Audit Rights. An author should have the right to periodically audit a publisher's books of account to ensure that he is receiving proper accountings. The publisher will want to limit this right by stating how often and under what circumstances its books of account can be examined and by whom. Some publishers attempt to state that accountings will be deemed conclusive unless they are examined within a certain period of time from delivery of a royalty statement to the author. Authors will want a long period, if they agree to the concept.

Reduced Royalties. All publishing agreements have provisions for the payment of reduced royalties in various situations in which a publisher has to grant high discounts to achieve sales of the book, such as export sales, mail order sales, book club sales, premium sales, and special sales. Special sales have traditionally been defined as sales which are made at high discount outside normal channels of trade distribution (e.g., gift stores, health food stores and toy stores). However, what constitutes "normal channels of trade distribution" is rapidly changing.

A publisher has a legitimate right to reduce an author's royalties in situations where its margins are substantially reduced by having to grant high discounts. However, this is an area where abuse can occur and so certain contractual protections are necessary such as limiting the percentage of the total sales of the book that would earn reduced rather than full royalties.

Most publishing agreements gen-

erally state that no royalties will be paid on copies given away free for promotional purposes. While this is fair, the publishing agreement should state that the promotional copies being given away are to promote the author's book and not another author's book. The impact on royalties of selling books on-line on the Internet will become significant.

A publisher would take the position that an author should receive a reduced royalty because such sales are analogous to mail order sales and because the fulfillment costs are high due to the high labor costs necessary for single copy sales rather than quantity sales. This perspective should be balanced against the fact that books sold online are generally sold at full price or for a discount lower than discounts granted to the publisher's normal book store or distributor customers. The royalty rate for the sale of books online will be determined by negotiation over the next few years, as online sales become a meaningful channel of distribution.

Representations, Warranties and Indemnity. This is another very important contract issue with potentially substantial financial impact. The primary purpose of representations and warranties is to protect the publisher against claims from other parties alleging that the author is not the individual who created the book or that the author does not own the publication rights in the book, or that the book violates the rights of others including such areas as libel, invasion of privacy, and copyright infringement.

The indemnity clause states that the author will be financially responsible for any costs or expenses resulting from the breach of any of the author's representations and warranties. It requires the author to be responsible for attorneys' fees to defend claims and any settlements or judgments resulting from such claims.

Traditional attempts to mitigate the impact of the indemnity clause on the author include making the author responsible for only one-half of the expenses, or that the author will be responsible for legal expenses only if the individual who brings the claim finally sustains the claim.

However, today, most major trade publishers offer authors "author insurance" which means that the publisher agrees to add its authors as additional insureds to its errors and omissions insurance policy. Provided the author has not willfully breached his representations and warranties, the publisher will look to the proceeds of the errors and omissions insurance policy instead of to the author to reimburse the publisher for its expenses in the defense of claims, and for settlements and judgments. Generally the author will remain liable to share with the publisher one-half of the deductible of the errors and omissions policy and should bear interest while being withheld.

Publishers generally want the right to withhold an author's royalties in the event that a claim is made against the book. This standard clause should be modified so that amounts held are commensurate with the amount of the claim, and the merits of the claim. Amounts withheld should be returned to the author's royalty account in the event that an action based upon the claim is not commenced within a reasonable period of time (approximately one year). The amounts withheld should certainly not be more than the amount of the author's share of the deductible of the publisher's errors and omissions policy.

Manuscript Delivery. A publisher expects an author to deliver a manuscript of the book which conforms to the description of the book specified in the publishing agreement, by the contractual delivery date which is satisfactory to the publisher in its discretion. Most trade book publishing agreements reflect this expectation. If an author does not deliver the manuscript of the book by the contractual delivery date, the publisher will have the right to terminate the agreement and have the author return his royalty advance. If the manuscript is delivered by the contractual delivery date, does not conform to the description of the book, and is not satisfactory, the publisher again usually has the right to have its royalty advance returned to it.

Because returning a royalty advance has a severe financial impact on

an author, it is important that the book to be delivered is properly described, that the parties agree upon and specify exactly what is to be delivered, if anything in addition to the manuscript, such as drawings, charts, graphs, photographs, forwards, afterwards, an index, a bibliography, and permissions and releases.

Most publishing agreements require that permissions be for the entire territory granted to the publisher. If the territory is for world English language rights or world rights in all languages, this can be expensive and the clause should therefore be modified so that permissions outside the U.S. and Canada are obtained only if the publisher actually distributes or licenses the book for publication abroad.

An author should also be very certain that the manuscript delivery date specified in the agreement is one that he can comfortably meet, and that if there are any mutually agreed upon extensions to the delivery date, that those extensions are in writing so that there is no later misunderstandings.

Publishing agreements also usually state that the author's royalty advance is returnable in the event the publisher deems the manuscript of the book unsatisfactory. The manuscript should be judged only upon editorial grounds and not based upon changes in the marketplace or upon the fact that a competitive book has been published and the publishing agreement should state this.

It is also important that the publishing agreement provides that the publisher agrees to engage in the editorial process with the author, requiring the publisher to state what is wrong with the manuscript and giving the author the opportunity to correct it.

In the event the publisher finally determines that a manuscript is unsatisfactory, the publisher should agree that the advance is repayable only out of the first proceeds of a resale of the book to another party. In the event that the publisher does not agree to this arrangement, then I would try to negotiate that the au-

thor be responsible for repaying only one-half of the royalty advance.

Option. An option gives the publisher the right to be shown your next book-length work before it is shown to any other publisher and to negotiate for its acquisition prior to any other publisher. It is in the author's interest that this option, if given, be limited to a first look option rather than an matching or topping option.

With a first look option, the author is free to offer rights to another publisher if the author and his publisher are unable to agree on terms and conditions for the new agreement. However, with a matching or topping option, if the author and his publisher cannot agree upon terms, the author has the right to negotiate with other publisher(s) but must give his original publisher the right to match or top the best offer he has received from another publisher.

Depending on his track record, the author will be required to show the publisher either a proposal or an outline, or an outline and sample chapters, or a full manuscript before the publisher is required to exercise its option on the author's next work. Most publishing agreements also state that the publisher need not exercise its option prior to delivery of the existing book under contract.

Non-Compete Clause. Publishing agreements usually contain a non-compete clause which states that the author will not write a book or other written material on the same or similar subject as the book to be published by the publisher. This clause is potentially a very troublesome one for an author and should be modified. At the very least, the clause should be modified to be limited to the same or "substantially" or "materially" similar subject.

The clause is usually written to be for the entire duration of the term of the agreement, which usually is the entire term of copyright. This clause is especially troublesome for authors who write on one subject (e.g., cookbook authors) or other nonfiction writers. Such authors should

► ► ► ►

LAWYER'S LOOK AT CONTRACTS

▶ ▶ ▶ ▶ *Continued from page 5*

attempt to limit the duration of the non-compete to a reasonable period from publication.

Book Publication. Many publishing agreements state that the publisher may publish the book within a period of time from the acceptance of the manuscript. This should be modified to require the publisher to publish the book within a reasonable period of time (12 to 18 months from the acceptance of the manuscript) and that if the publisher does not do so that the author be able to get his rights back and retain the total royalty advance as damages.

The clause should also state in what form the book will be first published. If it is intended that the book have hardcover publication, then the clause should state that the book will be first published in hardcover form. In the absence of this contractual requirement, the publisher would have the option to first publish the book in hardcover form or paperback form.

Out-of-Print Clause. The out-of-print clause of a publishing agreement enables an author to revert publication rights in his book from a publisher when the book is out of print. However, most publishing agreements state that the rights may not be reverted so long as the book is in print in any edition.

The clause should be modified so that it is limited to a U.S. edition. However, even here a minor license of a subsidiary right in the United States which generates very little money could be deemed to fulfill that requirement. Therefore, the clause should be further modified so that a subsidiary rights license which generates less than a specified amount of income per year will not be deemed to keep the book in print. This clause will be impacted by electronic publishing because potentially a book will never be out of print so long

as the publisher has the ability to "produce" copies of the book electronically, on demand.

Subsidiary Rights. Subsidiary rights are publication and related rights which are in addition to the right to first publish a book in volume form. They represent potentially valuable sources of revenue to both the publisher and the author.

Some of the more important subsidiary rights include paperback reprint rights, bookclub rights, serialization rights, foreign language rights, foreign English language rights (British commonwealth), audio rights, commercial/merchandising rights, performance rights, and electronic rights. With the exception of reprint rights, bookclub rights, and second serial rights, which are almost always granted to the publisher, whether to grant other subsidiary rights to the publisher becomes a matter of negotiation.

If an author reserves his subsidiary rights and has his agent license the subsidiary rights on his behalf, his agent will take his commission for selling the rights and the balance of the licensing proceeds are the author's without having to share them with his publisher. However, granting additional subsidiary rights to a publisher is sometimes an effective strategy to enable a publisher to rationalize giving an author a larger royalty advance than it had intended.

In general, it is better to reserve subsidiary rights than to grant them unless the publisher is going to utilize the rights itself rather than licensing them and is willing to pay proper royalties for the exploitation of those rights.

In addition, I would add the following clauses to the publishing agreement:

▼ The non-payment of royalties and subsidiary rights income to the author as and when due will constitute a material breach of contract for

which the author will have the right to terminate the agreement and regain his rights.

▼ The publisher will not make substantive changes to the author's book without his prior written approval. This does not include correcting errors in grammar, syntax and similar modifications. The title of the book should be a joint decision of the author and the publisher. The author, if he has sufficient clout, should attempt to obtain approval over the jacket of the hardcover edition of the book and over the cover of any mass market or trade paperback edition of the book.

▼ If the author is writing the book under a pseudonym it should be clear that the author and not the publisher has the right of ownership in that pseudonym, unless the author specifically agrees to the contrary after a full understanding of the issue.

▼ That the agreement will not be assigned without the author's prior approval unless it is assigned along with substantially all of the publisher's assets to a successor entity which assumes the obligations of the publisher.

▼ That in the event that the publisher commits any act of bankruptcy, the publishing agreement will automatically terminate and all rights revert to the author.

There are many contractual issues which I have not covered, but some of the more significant ones have been.

NINK

Alan J. Kaufman has more than 25 years of publishing legal expertise and a thorough knowledge of the business of publishing. He has been a literary agent/attorney and most recently for 19 years was senior vice president and general counsel for Penguin Books. He currently practices law with the New York-based intellectual property law firm of Frankfurt, Garbus, Klein & Selz where he specializes in publishing and media, with an expertise in copyright, libel, licensing, and contract negotiation on behalf of authors and packagers. For private, for-hire consultations, he can be reached by phone at 212-826-5579 and by fax at 212-593-9175.

▶ ▶ ▶ ▶ *Continued from page 1*

six years. Deductible business expenses in the research category include any ordinary and necessary expense that is "common and accepted in your field of business."

This would include trips to, say, France (our example of choice), but you might have trouble convincing an IRS agent of the ordinariness and necessity of this expense if you go to France with your family and cannot prove that you spent eight hours a day doing research.

The appropriate documentation for research business expenses include invoices, cancelled checks, appointment books, auto log books, and notes. The only way to convince an IRS agent of anything is—I repeat—to document it.

Deductible travel expenses cover the ordinary and necessary expenses of traveling away from home for your business, and these include transportation (car, airplane, train, ship, bus, taxi, etc.), meals, lodging, and conference registration fees (as if you hadn't already thought of that).

Deductible business use of your home qualifies for a deduction if it is your principal place of business or a separate structure (not attached to your home) that you use in connection with your trade or business.

Starting in 1999, your home will generally qualify as a principal place of business if you use it exclusively and regularly for the activities of your business and you have no other fixed location where you conduct your business activities.

Remember that if you sell your residence when the residence is part business, the business portion does not qualify for home residence gain exclusion. A gain or loss will be recognized on the sale of business property. Even if you do not claim a home office that does not mean you do not have a home office.

Inquiring minds at the session wanted to know why royalties from books (which are treated as earned income and subject to self-employment tax) are treated differently than royalties from oil wells.

Doerr's immediate response was, "Because the oil business has a better lobby." However, we can all feel a lot better knowing that when we die, our copyrights turn into oil wells, tax-wise speaking.

Doerr recommends the software TurboTax for regular tax preparation and Lucerte for more complicated returns which might include foreign tax credits. Here's the good news or bad news, depending on your POV: the IRS is completely unprepared for the Y2K problem.

Studio Publishing

Relevant to the discussions of the state of the industry and the future of intellectual property and, in fact, impelled by these issues is the infant venture known as studio publishing.

Neff Rotter opened the discussion by making two points. First, the term "studio publishing" was coined to avoid the negative connotations of "self (i.e. vanity press) publishing." Whereas "self-publishing" usually suggests a product inferior to what is offered commercially, "studio publishing" is intended to suggest a product superior in production values and more varied in content than what is offered commercially.

Second, studio publishing and commercial publishing are not mutually exclusive options, and the writers in NINC currently engaged in studio publishing are also continuing to sell their work to commercial publishers.

In Neff's case, her studio project was a story of a "plus-sized" heroine near and dear to her heart but unloved by New York editors. She

felt so strongly about the story that she formed her own press, Belgrave House, and is now selling a studio-produced trade paperback edition of *An Abundant Woman*.

LaRee Bryant, who has just brought out *Learn To Country & Western Dance* through her Ruby Moon Press, stressed the entrepreneurial mind-set and skills she brought to the production process. She likened what she is doing to independent film making and reported on the emotional rush that studio publishing has given her.

Sandy Steen, also with Ruby Moon Press, seconded the feeling and cited a return to joyous projects and the sense of liberation that entering into studio publishing has given her. Two other studio-produced books by members of NINC who weren't at the Tahoe conference were presented at the session: Denise Dietz Wiley's *Rainbow's Foot* produced by Voices Publishing, and *Shop Talk* by Carolyn Haines (writing as Lizzie Hart) and her KaliOka Press.

The panelists acknowledged that the studio venture is fraught with difficulties. First, nonfiction is an easier sell than fiction and, second, studio publishers must engage primarily in niche-marketing, which is an extremely labor-intensive activity.

On the positive side, the advent of on-demand printing, which requires a minuscule capital outlay, puts studio publishing within the economic reach of all writers who control their copyrights. Since the future of the publishing industry is murky at best, it is probably worth the while of any writer with at least minimal administrative skills to learn more about Lightning Print, the on-demand publishing arm of Ingram.

You can check them out at www.lightningprint.com. Anyone interested in joining the NINC studio publishing loop known as Sploop can do so by writing:

▶ ▶ ▶ ▶

▶ ▶ ▶ ▶ *Continued from page 7*

neff@belgravehouse.com.

Pop Culture

What do “Babylon 5,” “The X-Files,” “Touched By An Angel,” “Xena,” “Hercules,” “La Femme Nikita,” and “Buffy The Vampire Slayer” have to tell us novelists?

Without doing this night owl session too much injustice, I would say that the answer that emerged during the discussion is: These shows tell us we have a problem with our increasingly risk-averse publishers. We need to convince them that we writers can be the leaders and not just the followers of pop culture trends—that is, if we can even consider ourselves to be followers of those trends, since there seems to be so little spill-over from them into our stories. As a kind of summary to the problem, Jo Beverly wanted to know, “Where are the alien-human romances?”

They are nowhere, due mostly to the lack of vision on the part of our publishers. Since it’s the writers who are always necessarily ahead of the readers, nothing new will ever emerge if the editors don’t give the writers room for creative exploration.

So, while the TV show “Friends” seems to have spawned Harlequin’s Love & Laughter series, there does not seem to be any reciprocal influence from our novels to television. At the same time, however, it was acknowledged that current hit TV shows are not always themselves so original. “The X-Files,” for instance, is derivative of “The Thing” and “Twilight Zone.”

That being said, this night owl was not actually a gripe session. We acknowledged that television series differ from our books by having both a vastly wider audience and a dynamic that benefits from the accumulation of the chemistry among the characters.

If we are to learn anything from

them, it is to identify and understand The Big Questions that drive them. In “Touched By An Angel,” The Big Question concerns Faith and Angel Power. “Babylon 5” is motivated to Save The Universe. “Buffy The Vampire Slayer” operates along the lines of Good Versus Evil. This discussion led to the observation that Anne Rice, as a novelist, is obsessed with immortality. So the challenge for us is to identify the Big Question that drives our individual writing visions and to maximize its effects in our own work—which is pretty much what all of us do anyway.

Which led us back to the fundamental problem that a writer can take a high concept only so far. For the idea to take off, the editors and the marketers have to decide to get behind it. The feeling among those present at the night owl session was that the orthodox “center of the market” readers of any genre (in particular, romance readers) were in the minority, and that the majority of readers want fresh, innovative, cross-pollinated stories as much as the writers want to write them.

— Julie Tetel Andresen

Tahoe '98

Future Shock

Futuristic romances have not done well. Even though they have a loyal niche market, true science fiction fans will not cross over to read them because the science part of the story isn’t the quality they expect. Packaging is also a problem because of covers and marketing. If the cover reflects too much romance, sf fans won’t buy it, and if it reflects too much sf, romance fans won’t buy it.

If futuristic romance writers want to attract a larger audience, they must get better at the science. However, predicting the near future is a tricky business, and getting the

future of the global economy, government, and politics can be as difficult as getting the science part of it right. We must depict a future that is sufficiently different to be interesting and show how people will change and what they will think.

Other possibilities would be to depict the vulnerability of technology to natural disaster, the breakdown in global communications, and the possibility of untreatable diseases. Authors are not advised to try crossing over into true science fiction because the audience is so small and sales are quite low, even on successful books.

Refilling the Well

Many writers are facing the fact that creativity can be lost, burned out, or used up. Quite a few of the authors present had used the book *The Artist’s Way* by Julia Cameron and found the program to be a valuable tool in re-igniting creativity. Some of the authors also complained of bad work habits that were sabotaging their careers: binge writing to get a book finished, obsessive editing, or playing too much. All of these prevent an author from being productive enough to make a living.

Other problems we discussed were being asked to write more books than we are comfortable with, being forced to write a synopsis, dealing with editorial input and changes, and comparing ourselves with others. The business part of the work can often damage the creative process.

One author shared the advice, “Puke it up now, clean it up later,” to overcome obsessive editing. This means writing the entire book without going back to fix anything. Others advised going back to why we started writing in the first place, since the only part of the process we can control is the journey. We write because of the “flow,” the time when we’re just taking dictation because the story is coming so quickly.

Writers are often their own worst enemies, not caring for the creative child within. We recommended self-awarded positive reinforcement when we write, such as rewarding ourselves with a treat when we reach certain goals, i.e. a run or a walk or chocolate or other treat when we've written a certain number of pages. Most important, we must take care of ourselves, because the business will use us up if we let it.

Past Perfect

Readers love historical novels because they re-create a world that has some elements of fantasy. Although people face the same kinds of situations we face today, the decisions they make are influenced by much different factors in various historical contexts. Recently, the trend has been to inject more realism into historical novels, although modern readers will never tolerate true depictions of very primitive eras.

We discussed the dangers of getting stuck in a writing rut because your publisher demands more and more of the same when an author enjoys success with a certain type of book. Refusing to continue writing that same type of book often disappoints fans as well, and can cause the demise of a writer's career. On the other hand, writing the same kind of book over and over can dry up a writer's creativity.

We advised continuing to write the popular style of book—to keep readers and publisher happy and to keep the writer's career prospering—but to perhaps write them less frequently and intersperse them with different kinds of books. The different books can even be written under an open pseudonym, so readers know it is their favorite author but won't expect the same type of books.

Myth and Magic

All myths have a certain universality that make people instantly able to identify with them. Different cultures have different myths, but unfamiliar myths still touch a chord of recognition in readers, and they have the added advantage of being exotic. All writers use myths at least

unconsciously—the romance myth is that the man/beast must be tamed—but we can become more powerful if we use them consciously.

Popular fiction is the medium for passing the classic myths along to future generations, creating easy access to the old tales by placing them in a contemporary context. Two books by Jean Shinoda Bolen were recommended, *The Goddesses in Every Woman* and *The Gods in Every Man*.

Keeping the Spark Alive

This was a brainstorming session where we threw out ideas and shared techniques that had worked for us in helping to keep the creative spark alive. The suggestions for preventing loss of creativity or restoring that which has already been lost were:

- ▼ Take a course in something new and different for a cosmic kick in the butt
- ▼ Attend NINC conferences
- ▼ Develop a support group, either a critique group that meets in person or by mail, a telephone support group, or an e-mail loop.
- ▼ Find a new theme that fascinates you to explore in your next book
- ▼ Vary the tone of your books
- ▼ Change genres completely
- ▼ Try different patterns, ignoring criticism; constant change will help you grow
- ▼ Play with writing: write something not “commercial,” something completely new; give yourself permission to write “crazy” stuff that you can throw out later
- ▼ Write the entire book before submitting it, which frees you from the tyranny of the synopsis approval process
- ▼ Get a life—friends and activities not writing-related
- ▼ Read for pleasure
- ▼ Choose your own priorities
- ▼ Discover what you do best and concentrate on that; to find out, consult friends, your support group, and/or fans

Change can, of course, invoke either anxiety or adventure. We should not be afraid to embark on the adventure of change because it will

help keep our creativity alive.

A Journey to the Past

Special guest speaker Philip Earl, Curator of History at the Nevada Historical Society in Reno, spoke about using history in creating history. Mr. Earl debunked the theory that history repeats itself and pointed out that by the time we learn the lessons of history, it's too late to apply them anyway. Besides, the lessons of history don't necessarily apply to current problems.

Historians always know how things turned out, but they don't know why, and since writers need to know why things happened, they must dig deeper. Earl suggested that newspapers aren't good sources of what people were really thinking at the time, except perhaps the letters to the editor, which were written by ordinary people.

Oral histories are also suspect sources since people are conscious of how they want to be remembered and color their stories accordingly. Letters and other personal documents that have been published have usually been culled by the family or the editor to protect individuals.

Diaries are sometimes written with an eye to history, but if they were written to be read, they are also suspect. Immigrant trail diaries and letters written by immigrants, for example, suggest that Indians were a serious problem for wagon trains, when in fact only 300 of the three million people who went West were killed by Indians. In contrast, 416 Indians were killed by the people traveling West.

The image of the West was created by the authors of Dime Novels who had never been there. These myths were repeated in movies and on television, and such myths often simply confirm what people want to believe. Readers don't want to hear about the realities of history.

History is influenced by racial, gender, and class bias, as well. Illiterate people did not leave diaries or written records, so the wealthy and educated are the only reporters we have.

Everyday life is consequently difficult to document, and there are no absolute truths in



▶ ▶ ▶ ▶ *Continued from page 9*

history. The past is a foreign country where people speak a different language, think different thoughts, and have different customs. Fiction writers can use all of this and fill in the gaps that historians have left.

NYT and USA TODAY: "I Have a Little List..."

The panel of *NY Times*-bestselling authors reported that the industry has gotten so cutthroat that now it's shark eat shark out there. The demise of the independent bookstores and the fact that Anderson News now reports sales figures to the bestseller lists have had a positive effect. Now the lists more accurately reflect actual sales than they did in the past.

There is a saying in the business: A good book is an author's triumph; a bestseller is a publisher's triumph. Several factors influence whether a book becomes a bestseller:

- ▼ Publisher backing
- ▼ Building your readership over time
- ▼ Good timing
- ▼ Good cover
- ▼ Good book
- ▼ Lightning strikes

One author reported that she did some research on secondary lists and discovered that only she and one other author had appeared at the top of the Waldenbooks list without moving onto the *NY Times* list. She brought this to her publisher's attention, and this resulted in the publisher getting behind her. She pointed out that publishers don't pay attention to secondary lists, so you should keep track of them yourself and let them know when you make one of them.

The Ingram's list tells if the demand for a book is exceeding the supply—reorders measure the velocity of sales. The *NY Times* list uses a formula that is not based on sales. Sales information from 15 to 20 independent booksellers is assumed to

be representative of sales in stores across the country, so those figures are extrapolated and heavily weighted in figuring volume of sales.

Laydown is critical for a romance book to make the bestseller list. This means that the books must go on sale at the same time all across the country and sell in large volume within a short period of time. Popular fiction must swamp the impact of the independent bookstores with the wholesalers and chain stores. Walmart and Target numbers strongly impact the wholesale numbers.

A low print run can be overcome by a good laydown and velocity of sales. Laydown on a Monday or Tuesday is best. In the past, higher print runs were required to make the list, but now that the chain and wholesale numbers count, a large print run isn't quite so important.

A background in category romance is good because your readers are trained to get the book as soon as it hits the shelves. This helps with velocity of sales. Category readers are the best audience to help put a writer on the list, but the category audience alone isn't big enough to put a writer on the list.

Making the bestseller list isn't as wonderful as most people believe, either. Once you've made the list, you're expected to go on again with every book, to start higher, and to stay on longer. If you don't, you're considered a failure, even with a very successful book.

The panel members pointed out that it costs a publisher money to build an author. Keeping a moderately successful author at the same level actually makes more money for the publisher than investing to put that author on the bestseller lists. This is why publishers are often reluctant to support authors, and this is why authors must be willing to push themselves.

Work for Hire

Surprisingly, there are many opportunities for professional writers to supplement their regular writing income with work for hire. Many writers do this type of work while they're waiting for the work they love to be discovered. We were fortunate to have a panel of experts to explain the various opportunities.

Over 100 audio publishers operate in the U.S., and many of them are looking for original work to produce as work for hire instead of paying license fees for already-published works.

This is a good place to submit unpublished manuscripts that were perfectly fine but rejected for marketing reasons. Audio publishers also need professional writers to do abridgements of already-published works.

Another opportunity is writing for book packagers. Packagers keep half of the advance and royalties on the books, but they also often provide plot outlines for series books. The company that publishes the Sweet Valley High books pays \$3,000 to \$6,000 per book with no royalties, depending on the author's experience. They provide a plot outline and guidelines. They also have a line of single title YA romances for which writers can submit original work.

The secret to survival in this business is flexibility.

— **Victoria Thompson**

Tahoe  '98

Book Clubs—Blessing or Curse

This panel, moderated by Dawn Stewardson, consisted of Harlequin's Editorial Coordinator, Isobel Swift, plus agents Maureen Walters and Robin Rue.

The session ended up being somewhat oddly focused, as some attendees expected it to be about how

to get into a book club, such as Literary Guild or Doubleday, and others, mainly Harlequin and Silhouette authors, thought it would be discussion of Harlequin's policy of reduced royalties for books sold through direct sales—often referred to as “book club.”

Several questioners wanted to know why Harlequin's royalty to authors on direct sales was so much lower (less than one half) than retail sales. Isobel Swift explained that, while book club sales were very good business for the company and a way to gain new readers, it was an expensive process and many new subscribers did not stay with the book club. She said the lists used by the company were expensive to acquire and maintain.

Robin Rue suggested as there was so much interest in the subject that perhaps a meeting could be arranged sometime between Harlequin spokespeople and authors, or authors' groups, such as Novelists, Inc.

The workshop was somewhat disappointing for those who'd come expecting to find out how to get their books chosen as book club selections, even though the consensus seemed to be that the money involved wasn't necessarily that good, but that a selection could be a prestigious event in an author's career.

Books That Changed Your Life

This session, moderated by Myrna Temte, was mainly a boisterous session of “did you ever read X?” and “what about Author Y?” Many titles were suggested as having been influential and one author put forward the very interesting theory that perhaps readers—and authors—were drawn to genre fiction and series fiction because they'd enjoyed series books such as Nancy Drew and The Hardy Boys as children. Several mentioned the joy of acquiring as adults re-issues of books they'd enjoyed so much as children.

I realized there might be something to this theory when I stunned myself by the sudden craving I had to acquire the Freddy the Pig books the instant I discovered they were being reissued in hardcover. Grade Three—what a very fine year that was!

Many authors' names were bandied

about. Several of us got positively teary-eyed when Emilie Loring's name came up. Also mentioned were Mary Stewart, Laura Ingalls Wilder, Lucy Maude Montgomery, Victoria Holt, Dick Francis, Walter Farley, Robert Louis Stevenson, Daphne du Maurier ...any number of favorite authors from the past.

One participant told us that when her mother had read her children *Old Yeller* she'd changed the ending to a happy one and the author didn't know until years later when she was reading the same book to a class of children that the dog had actually died! What a shocker.

Collaborating: Working with a Partner

This workshop, moderated by Julie Kistler, featured panelists Elaine Sima and Sherrill Bodine, who write as a team for Harlequin Superromance under the pen-name Lynn Leslie, as well as publishing as Leslie Lynn elsewhere. Elaine and Sherrill are sisters-in-law who have written as partners for many books.

They work closely together, although they live hundreds of miles apart and maintain that the secret to successful collaboration is to remember that they both have one interest at heart: the best book possible. Disagreements are resolved with that goal in mind. The sisters-in-law have no formal agreement, simply split all expenses and profits. They have to get along, Sherrill insisted—they are related!

Another participant with expertise was an author, also writing for Harlequin Superromance, who often writes with her husband as a partner, as well as writing alone. In this case, husband and wife brainstorm together and edit each other's work. Both are professionals and respect each other's work, or the partnership could not work, the writer said. Again, the best final product possible is the goal for both and individual artistic egos are not involved.

Another pair of collaborators started out more or less accidentally. Long-time friends, one offered to

type out the other's manuscript and, after three or so chapters, began putting her comments and suggestions into the manuscript draft. The writer took a look, realized they were “spot on” (in sync) and a collaboration was born. The partners, also separated by many miles, brainstorm together and one continues to do the bulk of the writing, while the other suggests changes and improvements. The non-writing partner's background in library science makes her a careful and expert reader.

All participants remarked on the way each partner encouraged the other. According to Sherrill, there are no excuses not to sit down and write when you've got a partner saying, “Hey, where's that chapter?” They also emphasized that complete honesty with each other was a key to making a writing partnership work.

Two participants in the discussion were in slightly different situations: they were each writing someone else's book. In one case, an author had written a book based on a doctor friend's experiences. In another, an author had been invited to write a non-fiction book with an expert.

Collaborations are not always rosy, as the participants in this panel were well aware. While an informal agreement can work for some, several emphasized the importance of drawing up a written agreement for sharing expenses, splitting profits, and, most importantly, covering what happens if the partnership breaks up.

Several people shared knowledge of partnerships that had gone very wrong after break-up, with costly litigation and bitterness the result.

The conclusion of this session seemed to be that collaborations, between the right people, could be very creative, productive ways to write. On the other hand, caution about the financial nuts and bolts of the relationship was advised. Complete honesty seemed key to success.

Negotiating a Contract

This panel was introduced by one of the panelists, Alan J. Kaufman, New York literary attorney and *Novelists' Ink* columnist. Sitting on



▶ ▶ ▶ ▶ *Continued from page 11*

the panel were Mel Berger of the William Morris Literary Agency and Isobel Swift, Vice President, Editorial, with Harlequin Books.

Mel Berger said the most self-destructive three words an author can say to his/her agent are "It doesn't matter." Everything matters, according to Mr. Berger. Every word of a contract can impact on what you can do and what you cannot do; what money you make and what money the publisher makes.

"It may only be five or ten thousand dollars in the case of audio rights, for instance," says Mr. Berger, "but it's your five or ten thousand dollars."

The points that Mr. Berger, with 25 years experience as a literary agent, likes to see addressed are:

1. Why should royalty rates in, say, Canada, be different than in the U.S.? Mr. Berger says he tries to improve royalty rates such as this, that are arbitrarily different for, usually, traditional reasons.

2. Special Sales Royalties. Again, although there may be legitimate reasons a publisher wants a special (usually lower) royalty rate on some kinds of sales, the difficulties should be spelled out. A blanket grab of lower rates on all kinds of special sales isn't acceptable, according to Mr. Berger.

3. Option Clauses. The best option clause of all is one that is not tied in any way—not to time, not to previous sales, not to publication of previous work, not to matching clauses, etc. Matching clauses have killed many deals, according to Mr. Berger, and should be avoided where possible. The best possible option clause, admittedly rarely seen, is one that is negotiated strictly on "mutually agreed terms and conditions."

4. Competitive Works Clause. Mr. Berger says this tends to be more important in nonfiction than in fiction,

but he says wherever it occurs, it should be strictly limited to a time frame of, say, two years, but certainly not more than three. The problem here is that the clause so often offered by a publisher "can be driven through with a truck" with the result that the publisher could pretty much define what works could substantially "impact" on sales of the first work. This can seriously limit the writer's area of sales and work.

5. Continuing Character Clause. Mr. Berger says this is nearly impossible to limit in Hollywood, where there are fewer markets and the studio necessarily wants to ensure that, if there are sequels, they will be doing them. In fiction, Mr. Berger says—particularly where there is a series of books being offered—the clause should be limited to "prequel and sequel." The publisher should not acquire the rights to characters on an on-going basis. This is definitely worth fighting for, according to Mr. Berger.

6. William Morris agents always attempt to retain foreign, audio, and electronic rights for their clients. Electronic rights are a confusing area, with these rights being lumped with movie, television, and multi-media rights, but he believes them to be of increasing importance and well worth keeping to lease or sell separately.

7. The final area of the clauses that Mr. Berger suggests authors should watch for is the approval clauses on cover. He admits it's extremely unlikely that anyone but a celebrity would get actual "approval" while it is not uncommon to get "consultation" which, he says, is worth absolutely nothing. Still, considering the importance of a cover to sales, he believes approval is worth trying to get.

Mr. Kaufman, currently an attorney with Frankfurt, Garbus, Klein & Selz, and formerly a literary

agent as well as legal counsel for various publishers over a 25-year period, added his "clauses to watch for" to the discussion.

He said royalty reserves should, ideally, be stated in terms of a percentage, and the length of time they can be retained should be clarified. The right to audit should not be limited to a 12-month period, as some publishers insist, but should cover a period of years.

As well, reduced royalties in different markets should be only the result of the publisher showing that they are indeed being "squeezed" by market conditions, for example, high costs of getting the books on the shelf in certain chains, etc.

Finally, Mr. Kaufman feels the "out of print" clause is increasingly important, particularly, with regards to current on-demand printing technology. He says "out of print" should ideally be defined as a certain amount of income per year for the author, or at least tied to a U.S. edition being in print, not some obscure foreign copy bringing in "three cents a year."

Ms. Swift responded from the publisher's point of view, saying that, to some degree, you as an author have to be aware of what is worth fighting for and what might cause an unpleasant adversarial situation with your publisher. To some degree, Ms. Swift said, there must be trust on both sides.

Very often there is no monetary value in certain rights, or very little, yet the publisher prefers to retain those rights in case it happens that they become very valuable in the future. She advised that authors communicate clearly with their agents as to what they feel is worth fighting for.

Naturally, you want to be sure you have covered what is important to you in your contract, she said, but she warned that there just isn't enough time in the world to make sure that you—through your agent—negotiate

every single eventuality that could come up. You need to be able to judge whether you want to go with a certain publisher or not.

Ms. Swift referred to a point Mr. Berger had made regarding a deal that was a better overall deal than one that simply brought in the highest advance. She reminded the authors that a good deal was something that had to be looked at overall, in terms of the whole contract. When you hear about a certain author getting a certain clause, for instance, she said, you have to remember that there's a bigger picture and a lot of backstory that you may not be aware of.

Ms. Swift said that an author is an independent contractor, with a desire to make the best deal possible to further his/her career, while the publisher's interests are not only to develop and further that author's career, but to grow the business and make money. The difficulty, Ms. Swift said, is to balance those goals to the satisfaction of both parties.

Present and Accounted For

Moderator Phyllis diFrancesco threw the question out to the participants: How do you make a story feel real?

There were several responses, but most seemed to focus on the mechanics of setting and research. One participant, who'd written historicals and now wanted to write a contemporary, wondered if as much research was needed for a contemporary as for an historical. This proved to be a fairly hot topic and was bandied about for quite a while. The general opinion seemed to be "yes," but of a different sort.

There was a lot of discussion about tips and techniques on how to "create a world," whether historical or in the future or contemporary. Various opinions on "write what you know" and what that meant exactly were tossed in and the discussion was lively. Some felt it was as restrictive as what kind of jobs you had experience with, and others felt it had more to do with what "class" (for example rural or urban) of society you had experienced. Others thought you could adequately research anything.

Fashionable—and Not So Fashionable—Women of the Silver State

Jan Loverin, curator at the Nevada State Museum's Marjorie Russell Clothing and Textile Research Centre, provided a fascinating glimpse into the history of clothing worn by western women in the 19th and early 20th centuries. Ms. Loverin had plenty of slides of garments that ranged from historical photos of some of Nevada's notorious madams—often wearing an article of men's clothing (for instance, a man's shirt) as the ultimate badge of improper dress—to the female ox-team driver wearing full dress and bonnet required of any lady of the times. Ms. Loverin also showed an historic photo of the splendid Mrs. Ormsby, wife of the governor of Nevada, wearing an elaborate salmon-colored garment later acquired by the museum.

Advertisements of the day, many published in Virginia City, Reno, Carson City, and San Francisco, revealed the expense and importance of a woman's dress. For instance, an advertised first prize for a women's riding competition offered a "dress pattern" valued at \$100. This was a time when men worked in the gold and silver mines for a few dollars a day.

How could a "pattern" have such great value? Ms. Loverin did some legwork and discovered that a "pattern" at the time mean the full-length of material, yards and yards, as well as all the lace, motifs, etc. that might be used by a dressmaker to design a dress for a lady. Little wonder dresses were brushed daily, used for years, modified, and re-trimmed, and, when fluids such as turpentine were discovered as cleaning solutions, were picked apart, cleaned and re-sewn.

At that time, many elaborate dresses were also restyled. Bodices often had hooks to attach the skirts so that if one section wore out, it could be replaced.

As was common everywhere in the country, east or west, the most desirable textiles, mainly silks, were

imported from Lyon and Paris.

Fascinating photos of "combing" shirts, long-sleeved, lacy, and often cut longer than a bodice, which are thought to have been worn by ladies while their hair was being groomed, were shown. The Nevada museum has the nation's premier collection of "combing" shirts, perhaps because they were worn so frequently by prostitutes as all-day garb (easy to get in and out of!), but Ms. Loverin says that specific use has not been fully substantiated at present.

Sadly, the most common garments of all, plain cotton "wash dresses" have not survived in any numbers. The great value of textiles of all kinds at the time may have meant the everyday "wash dresses" hadn't been special enough to be saved in their entirety but instead had been cut up for rags or put into quilts and eventually been discarded.

Ms. Loverin brought along several historic garments for examination by the workshop attendees. Pantaloon, a corset, and a dress were available to look at but not touch. Ms. Loverin told the audience a wonderful story about a silk teens or '20s Ivan Fortuny dress that had been donated, a dress valued at around \$10,000 today!

The dumbfounded donor had had no idea of the dress's value (it had belonged to her grandmother), remembering that as a child she'd worn it to the door at Halloween. It turned out that the dress's original owner, from a wealthy Eastern family, had died and left her personal effects to her long-time companion.

When the companion was pinched for cash, she would hold a tea party at her home in Reno where she'd auction off one of her dead friend's dresses. It turned out that the donor's grandmother had acquired the dress for a smallish sum, perhaps \$20.

Later, following the conference, I visited the museum in Carson City and had the privilege of seeing the Ormsby dress and the Fortuny dress, among other garments, up close.

The workshop gave a fascinating glimpse into the way women lived in historic Nevada.

— *Judith Bowen*



Advocacy: *Hooray for Hollywood!*

Sally Merlin is the East Coast Editor for *Scr(i)pt Magazine* and author of numerous film and television screenplays including "White Squall," "Land of the Lost," and "Short Circuit." Over the years, she has agented, produced, and worked for almost every big name producer and film company in the business plus a U.S. president.

Currently, Sally has many irons in the fire. Besides editing and writing, she is President and CEO of Prometheus Productions, works as an Independent Artistic Consultant on several hit television shows, and also gives seminars on creativity and scriptwriting titled "The Complete Screenplay." She also works as a book and script doctor.

She was gracious enough to answer some questions about this strange and wacky business called "show business" for us:

What is the difference between a freelance editor and a book doctor? What can a writer expect from a book doctor?

SM: It really depends on the individual. I think if you're going to hire an independent book doctor, the relationship needs to be one of humility. If there are hidden agendas on the part of the editor/doctor, egos clash and that can become the writer's most difficult problem. The complaint I hear most often is that the editor/doctor tries to infuse his or her own voice into the work. I don't feel that's the role of a great editor. Theirs is to heighten and lift the work to enhance what's already there. The writer is the writer and the editor/doctor is just that.

Are you ever called upon to "doctor" books with an eye toward selling the movie option?

SM: Yes. All the time.

What do you think makes a book a good candidate for a screenplay?

SM: Movies are completely different animals. Books rely on the writer's ability to paint the picture through the graceful use of language. Movies, on the other hand, are a shorthand of sorts. Visual messages that paint a picture for a director/actors, etc. to interpret. The movie is motion. Books that are fluid and lend themselves to the visual image (like *Silence of the Lambs*) are most often sought after.

What is a definite kiss of death to making a book salable to the movies?

SM: The kiss of death is pretty consistent: Sports, Rock 'n' Roll, Musicals, Erotica, Historical (some). Every category has its exceptions, but there aren't definitive guidelines.

Wait, I want a bit more info. For example, "Bull Durham" was a great success.

SM: ("Bull Durham") Doesn't count because the writer/director got the actors to do it.

Then we have all those other baseball movies. Maybe the question is what is the kiss of death in general? Genre?

SM: I really don't believe in a kiss of death for any genre. If the project is well written, there's a home for it in Hollywood. I've just been in the business too long, I've seen too many scripts that everyone thought were hopeless find homes.

Low box office?

SM: There was a time when small independent films were nixed, but no longer. There's a whole new market available to writers in the indie field. Basically, if you've got something that's over 20 million or below 10 million, you've got a shot. The key is passion. If you have the passion for the project, you'll get it made come hell or high water!

Topics?

SM: Obviously, if you see something getting a whole bunch of press, you can be assured someone's already making two of them.

Production expenses?

SM: Not really important in the big scheme of things. Only if you're making the movie yourself, raising the money, then it's always wise to raise your budget by half again as much.

Sally, your parents were screenwriters. You grew up in the business and have created a successful career for yourself. What changes have you seen to the movie business over the last ten years?

SM: The changes are mostly centered around the level of writing that's available today. The audience is programmed for no more than a 30-second attention span, so movies are a series of quick cuts and snappy dialogue. There isn't the time to spend developing character. "Local Hero" today would probably just do 'fair' business. It was a movie that required that you took time to experience it. Even "E.T." seems slow by today's standards. I believe the studios have relied on the '80s formula for films. However, I see this coming to closure in the very near future.

What are your predictions on trends in the business for the next ten years?

SM: The future holds nothing but promise. We are at the crest of a new century; all things are possible. We are already feeling the effects of filmmakers wanting to create new myths for the new century. We must listen very carefully to what the people are saying. They are the ones who will determine the future of film.

Our thanks to Sally Merlin for her time. Sally can be reached at her Web site www.completescreenplay.com or by writing 14105 Castle Blvd.#204, Silver Spring, MD 20904. Her e-mail address is smerlin@bellatlantic.net.

If you have a question for the Advocacy Column, please contact Cathy Maxwell, 804-744-3376 or cmaxwell@bellatlantic.net

I Saw a Fine Lady—Some Notes on Ladies and Horses

By JO BEVERLY

When writing in a historical setting, horse-riding often plays a part. I've slowly learned that horses can't be treated like cars—that provision must be made for rest, cooling down, food, and water. That old roads follow rivers where they can because carrying enough water for a horse is nearly impossible. That a traveler on a single horse over fairly decent territory would probably make fifty miles a day.

But what about women riding? What about those lovely pictures of medieval ladies on side-saddles, jewel-colored skirts trailing to the ground?

Hard information can be difficult to come by, but in a book, *Man on Horseback* by Glenn R. Vernon, 1964, I discovered some new information and had my gleaned suspicions proved correct.

According to him, northern Europe (my area of interest) came to the sidesaddle late. In the reign of Richard II of England (1367-1400), a contemporary source states that Richard's wife, Anne of Bohemia, introduced them. However, Chaucer's Wife of Bath (same period) rides with a pair of spurs, which is evidence that she was astride.

This makes sense, because the "sidesaddle" back then was nothing like the one that existed in the 19th century. It was, in effect, a low-sided chair or even pad set on a horse's back. Seated in it sideways, her feet on a platform, the woman had no control over the horse at all, and it was suitable only for short, slow journeys and ceremonial appearances. (There's apparently a 17th century saddle of this type in Los Angeles County Museum, so the custom prevailed.) Any business-woman, whether a merchant, alewife, or chatelaine, would ride astride. During the Stephen and Matilda Wars of the 12th century, there is a report of a rout of Matilda's army, and her commander ordering her, in effect, to get her leg over the horse so they could make better speed.

If a woman didn't know how to ride, she would travel pillion, that is sideways on a pad behind a man riding astride. Again, this is hardly ideal for hard, fast riding, but then women rarely engaged in hard, fast riding. Apart from warfare and urgent business, no one did. The advantage of horse travel was that it wasn't as tiring as walking, especially if one had travel baggage. It wasn't particularly faster, especially in view of the frequent stops to cool, water, and feed the horses. Pillion riding remained popular into the 19th century in North America as well as Europe. Until then, carriages were crude and uncomfortable and needed good roads, which were rarely available.

The sidesaddle came into wider use in the 16th century because Elizabeth I favored it. It's said she liked the way she looked on it. (Bear in mind that women riding astride did not wear breeches or the like, so even with very wide skirts their legs were doubtless exposed up to the calves, and not in a particularly gracious manner.)

Unrecorded, over the next centuries, women began to hook their legs over the saddle horn in order to face forward and gain some control. The true horned sidesaddle was developed sometime in the early 18th century; Vernon cites a specific saddle—illustrated—as one of the first of the type, in 1735. There was an improved design in the knee-rest in about 1750, and the curved one we know came in in about 1800. The leaping horn, the lower curve that locks the left leg in place for greater control and stability, arrived in 1830, enabling reasonably safe jumping, which is part of the reason that in England ladies began to appear on the hunting field. This is not to say that women did not take jumps before this—I have evidence of intrepid, if scandalous, women riding

Recommended Reading Writers Will Find Practical & Inspiring

Long before the computer, the word processor, faxes, e-mail, and the Internet became a writer's essential tools, books taught the art and craft of writing and selling what was written. They were important then and, despite today's high tech stops on the information highway, are equally important now—maybe even more so.

Consider the fact that the technology a writer employs to improve the quantity and quality of his or her work is used to create a manuscript that will be turned into—yes, a book! The French (as you would expect) had a phrase for it: "The more things change, the more they remain the same."

Writers should read as much as possible to perfect their talent and market their work. The more you know, the better able you will be to compete in the publishing marketplace. True, books won't give you the talent to be a writer; they will, however, help you develop and improve the talent you do have.

Even if reading one of these books gives you only a half dozen new insights, techniques, or ideas on how to hone your skills, the time spent will be a good investment—one that will show a profit in the form of a contract for a book or a sale of a short story to a magazine.

Even after several decades as an editor, I continue to read books on writing, editing, and publishing. Here, then, is a partial (and ever expanding) reading list, one that I believe will enhance any writer's inner life and public career:

1. *The New York Public Library Writer's Guide to Style and Usage*
2. *The Elements of Grammar* by Margaret Shertzer
3. *A Writer's Guide to Book Publishing* (Third Edition) by Rick Balkin
4. *The Writer's Digest Guide* ▶ ▶ ▶

to hounds in the Regency period—but without the leaping horn it required a great deal more skill.

Ladies began riding astride again at about the turn of the century, more commonly in North America than in Britain, but it took time to become acceptable, and was called "riding cross-saddle" as "riding astride" was considered an indelicate term. *NINK*

to Literary Agents

5. *The Insider's Guide to Book Editors, Publishers, and Literary Agents* by Jeff Herman
6. *How to Get Happily Published* by Judith Appelbaum
7. *The Literary Marketplace* (available at the reference desk of libraries everywhere)
8. *Editors on Editing: What Writers Need to Know about What Editors Do* (Completely Revised Third Edition) edited by Gerald Gross
9. *Editor to Author: The Letters of Maxwell E. Perkins*, edited by John Hall Wheelock
10. *The Making of Shapely Fiction* by Jerome Stern
11. *What If? Writing Exercises for Fiction Writers* by Ann Bernays and Pamela Painter
12. *Technique in Fiction* by Robin Macauley and George Lanning
13. *Nonfiction Book Proposals Anybody Can Write* by Elizabeth Lyon
14. *Write the Perfect Book Proposal: 10 Proposals that Sold and Why* by Jeff Herman and Deborah M. Adams
15. *Bird by Bird* by Anne Lamott
16. *Surviving a Writer's Life* by Suzanne Lipsett
17. *Walking on Alligators: A Book of Meditations for Writers* by Susan Shaughnessy
18. *First Paragraphs: Inspired Openings for Readers and Writers* by Donald Newlove
19. *Painted Paragraphs: Inspired Description for Writers and Readers* by Donald Newlove
20. *If You Want to Write* by Brenda Ueland
21. *Becoming a Writer* by Dorothea Brande
22. *One Writer's Beginnings* by Eudora Welty
23. *On Becoming a Novelist* by John Gardner
24. *The Art of Fiction* by John Gardner

— **Compiled by Jerry Gross**

Editorial Consultant & Book Doctor
Jerry Gross may be reached by phone at
914-271-8705; fax 914-271-1239.

When Bad Things Happen to Good Writers

How to Get your Act Together and Start Writing Again While You're Still Mucking your Way through This Mess Called Life.

By **BARBARA BRADFORD**

Bad things do happen to good writers. We get divorced, our kids drop out of college and come home to live, our aging parents need care and die, we lose agents/editors/collaborators, or my personal favorite: we get hit by a truck and nearly die. Then—the *crème de la crème*—we have nine orthopedic surgeries for trauma reconstruction and spend years hobbling around on crutches putting on a brave facade for the world at large. And all this while still coping with the first-mentioned bad stuff.

Hey, it's only my legs that don't work, I told myself. Lots of people deal with divorce and kids who drop out of college and aging Alzheimer's parents, and the loss of agents/editors/collaborators. I'm tough. I survived a near-fatal car accident. I can still write.

I was wrong. Dead wrong. Pain, physical and emotional, really gets in the way of the creative process. And pain, especially physical pain, makes it impossible to think straight, much less sit at a computer and create wonderful stories.

In my past life, which feels like an eon ago, I published five books, but I haven't sold or finished a manuscript since my accident. However, I'm finally back into writing, sending out proposals and stacking up rejection letters. So how did I get from the shock-trauma unit at Fairfax Hospital and back to my keyboard?

1. I whined and cried a lot. To my family, to my friends, to other writers, and to my shrink. That's right, I have a great psychiatrist who listens and helps me focus and gives me prescriptions for anti-depressants when I need them. I haven't needed them for a couple of years, but I still check in regularly for my therapy sessions.

2. I joined a caring, supportive critique group, some published, some unpublished, all excellent writers

working in a variety of genres. They don't teach me how to write. I know how to do that. At least

I think I do. But they do critique my work and encourage me when my manuscript is progressing at a snail's pace. It's called emotional support, and I definitely need my bi-weekly fix.

3. I found an acupuncturist who is truly a gifted healer. I began acupuncture shortly after my accident to help me deal with physical pain. I have continued because acupuncture keeps my head together in a way that nothing else ever has.

4. I walk. Rain or shine, sleet or snow, two to three miles a day. And I'm damn grateful that I'm rid of my casts and crutches and able to walk those miles everyday. I walk and talk with a partner, another woman who is battling cancer, and we unload a lot of stuff during our 40-minute treks. In my case, 15 pounds as well as a lot of grief.

5. I began listening to what's really myself. Not to those imaginary people who live in my head and want their stories *now*. Not to that ominous spectre telling me I'll never write again. I listened—and continue to listen—to the silence way down deep inside myself. I listened to the essence of my being. And I waited. Eventually, my wellspring of joy began to refill and I could write again.

A few years ago, I came across the following thought: What in your life is calling you? When all the noise is silenced, the meetings adjourned, the lists laid aside, and the wild iris blooms in the dark forest, what still pulls on your soul?

Does writing call you? Does it pull on your soul? If so, you will write again.

Barbara Bradford writes under the pseudonym of Sally Bradford. Together with her collaborator, she has been writing contemporary women's fiction for over eight years.



The big news this month is that, as of mid-November, we had 275 members subscribed to NINCLINK. That's getting close to half our membership! We discovered that the command to list subscribers only works for those with Special Powers (though with luck that will be fixed by the time you read this), so for now, I'll be posting the entire list once a month or so. Yes, about 3/4 of those subscribed mostly "lurk," but that's starting to change, and the link has become a truly effective vehicle for getting important NINC or industry news out to our members quickly. For example, we heard about (and thoroughly discussed!) Barnes & Noble's purchase of Ingram the very day it happened. A couple of weeks later, a member discovered that B&N Online was offering still-in-print books used, as well as uncorrected proofs, through its "Out-Of-Print" section. She spread the word, another member spoke with her publisher about it, and now B&N has promised to discontinue that practice. Is that quick action, or what? (A big thank you to Kay Hooper!)

Now my crusade for this month. <g> This hasn't really been a problem on our link, but I'll bet most of you with e-mail have received forwarded jokes, articles, etc. from friends, family and even total strangers. In itself this isn't necessarily a bad thing. More and more, however, I'm seeing entire columns (especially humor and inspirational pieces, sometimes entire poems) circulated around the Internet without any author attribution. Occasionally someone will speak up and identify the "anonymous" author, but even then the unattributed forwarding continues more often than not. Folks, there are copyright issues at stake here! It's probably unrealistic to think we can force anyone to pay for the privilege of sharing material this way, but at the very least, as writers, I think we should insist on attribution whenever possible. How would *you* feel if a short piece of yours showed up in your e-mail (with a gazillion cc's), credited to "anonymous"? Think about that *before* you hit the "forward" button next time.

Okay, I'm putting my soapbox away now, so I can tell you about a few neat Web sites I've found. A relatively new search engine with the unattractive name of Dogpile (www.dogpile.com) is as easy to use as any I've seen. You don't have to remember to put in plus signs, quotes or any special characters to get what you *really* want. Even simpler (though not so comprehensive) is Ask Jeeves at www.aj.com. You type in a question in plain English, and get back a list of places to look. I tried "What is the population of Indianapolis?" and "When was the battle of Talavera?" and had the answers to both

in seconds. Tres cool! Two sites with tons of great links are Lynette's Legal History Page (www.lgu.ac.uk/lawlinks/history.htm) with links to everything you ever wanted to know about the British legal system, and Victorian Links at www.lang.nagoyau.ac.jp/~matsuoka/Victorian.html. The latter has over 300 links, most with brief descriptions. Justin Carriage Works at www.buggy.com actually builds and sells historic carriages of all types (most for under \$5,000, surprisingly). There's not a lot of info here, but it's great if you need a picture of a certain type of conveyance.

I've discussed online promo opportunities before, but I'm not sure I mentioned chats. Web sites catering to writers are proliferating, and most of them are always looking for guest speakers for their chats. If you have a book coming out, you might want to contact a few chat hosts about talking to their members. Even if you don't have a lot of attendees, many of them have huge mailing lists, which means the announcement of your chat (and book) will go to hundreds or even thousands of potential readers. Not bad for a freebie!

As always, we've had plenty of meaty discussion on NINCLINK over the past month, to include funny foreign covers (two link members actually discovered theirs had been switched!); the "imposter syndrome"; voice (great new insights every time this comes up!); reducing conference stress; accepting compliments graciously; the pros and cons of putting a date at the start of a book; and the final episode of Babylon 5 (which led to a discussion of the writing on various TV shows). If you're still not LINKed, all you have to do is send an e-mail:

To: **LISTSERV@PEACH.EASE.LSOFT.COM**

Subject: Your-Ninc-Membership-Name (as it appears in the roster)

Body: SUBSCRIBE NINCLINK Your-First-Name Your-Last-Name



Don't forget to send me any online news you come across, at BrendaHB@aol.com. See you online!

— Brenda Hiatt Barber :)

***"Don't wait to be inspired
to write. Write to be inspired."***

Marshall Cook



EAST OF THE HUDSON

BRANDING THOSE DOGGIES

Brand names are worth a great deal of money, my MBA friends tell me. Build a good, solid, universally recognized brand of, say, corn flakes, and the world will be at path to your door, even if that door is in some godforsaken place like Battle Creek, Michigan.

A good deal of brand-name building has gone on recently in our field. Not surprisingly, you'll already recognize most of the names, even when they are put together in their new order.

Take, for instance, Bertelsmann, which has been on a tear all year. First, the German giant snapped up Random House in one of the biggest amalgamations of this or any other year. Then, last month, Bertelsmann rattled a lot of cages by purchasing a major stake in the online book business that has been built by Barnes & Noble, the American superstore folks.

The deal was clearly in response to the success of Amazon.com, the Seattle-based online book marketer which has become the leading brand name in the field in the past two years. Bertelsmann, which had been trying to set up its own online operation to compete with barnesandnoble.com and Amazon, was falling behind and decided the best route was cooperation with the B&N folks.

The move made a lot of sense. Amazon was lapping the field, nationally, and was in the process of storming the European market, as well. Bertelsmann, which has lots of marketing experience with its book clubs but almost none online, needed to catch up. B&N needed the cash, and we'll see why in just a moment.

Bertelsmann made another move at almost the same time, buying 80% of Springer Verlag, a German professional publisher, for what was reported to be \$600 million. Springer publishes 2,200 books and 500 journals a year, mostly in English. It is a very nice fit in the Bertelsmann plan for world domination of publishing and information.

No big deal for those of us who write fiction, I guess, but it was a reminder of the stakes in this international game of fruit basket upset.

And if you think Bertelsmann has been aggressive, you will really get a kick out of what happened next in the New York offices of Barnes & Noble. In a move that will shake American publishing for months, Len and Steve Riggio bought up the largest book wholesaler in the country, Ingram Book Group.

Ingram sells to thousands of independent bookstores around the country. It also fills special orders from Borders and other chain stores that compete with B&N. And it is also the largest supplier of books to—wait a minute, don't tell me, I'll guess—Amazon.com.

In other words, in one smooth little move, Barnes &

Noble picked up a loaded gun and put it to the heads of every one of its principal competitors, both in the traditional book business and in the exploding new field of online retailing.

Wow! That takes *huevos*.

To be sure, B&N immediately promised that confidential Ingram customer information will never be shared with the parent corporation. Likewise, it promised that Barnes & Noble orders will never get preference over those from independents or Amazon in situations where a particular title is in short supply. In other words, Barnes & Noble promises that it will always play fair, that it will never use Ingram to beat the competition's brains out.

Call me cynical, but I think that sounds a little bit like Bill Gates voicing his boundless respect and admiration for Netscape, AOL, and Sun Microsystems. In other words, I'm not convinced.

Neither was the American Booksellers Association, which immediately complained to the Federal Trade Commission, which must approve the acquisition. So did a Christian bookseller group and several other oxen who may be gored. But the betting is that the deal will go through, mainly because it is horizontal rather than vertical integration (or do I mean vertical, I don't remember.)

The impact on writers will probably not be known immediately. Face it, friends, we are fairly low on this predatory food chain. We're usually the last to know. But a couple of small facts buried in the press releases did catch my eye. One was that B&N picked up several Ingram divisions in the deal, including Lightning Print, the Ingram on-demand publishing operation.

Len Riggio is keen on Lightning, and with good reason. A decade from now, it may be as important to publishing as the Internet is to computing.

The other glint buried in the avalanche of coverage and speculation about the deal had to do with the price: B&N shelled out \$600 million, including \$400 million in B&N stock and, you guessed it, \$200 million in cash. Now where do you suppose they got that cash?

Wait a minute! How do you convert deutschmarks to dollars?

You don't suppose this is the start of the new Axis, do you?

Stay tuned.

CHARACTER MOTIVATION

Stephen King is a masterful storyteller. He understands emotion. He plays the human psyche like Jimi Hendrix played the left-handed Fender guitar.

So when King starts unburdening himself about his own hang-ups, it can make for interesting reading. For ex-

ample, during his first national book tour in years, King admitted that there was really only one reason why he changed publishers and took an advance that looked like the wooden door after Jack Nicholson chopped through it in *The Shining*. (If that allusion is too contorted, let's put it another way: King used to get \$17 million a book. For the new one, he got \$2 million up front and a share of the gross profits.)

The reason for all this change in King's life? Tom Clancy.

"This is psychological," King told Doreen Carvajal of the *New York Times*. "I would like to sell. I wanted to have one more book that was big, that felt like I was running the table in terms of sales. I wanted to knock Tom Clancy out of the No. 1 spot.

"Like Leonardo DiCaprio, I'm King of the World, even if it's only for two weeks, whatever. I wanted those things."

King told the reporter that he lost confidence in his old publisher, Viking, after he began to feel neglected. In that marriage, he said, "I played the woman's part. I felt like the little housewife who stays home and works all day, while my husband is out taking all the credit and sporting around town in his nicely tailored suit.

"And I felt that I wasn't being respected and I was being taken for granted."

The feeling got worse after Viking was acquired by Penguin Putnam Group. Putnam already had megasellers like Tom Clancy and Patricia Cornwell, King said. "Clancy sells more copies than I do and Phyllis Grann is their rabbi, simple as that."

There it is, friends. Once again, we are being treated to the sight of someone in publishing making multimillion dollar decisions on the basis of personal whim.

The only difference is that this time, the whimster is an author, not some corporate executive. That, at least, is an improvement.

FIDDLE DEE-DEE

Now here's a sequel that I'd probably read.

Pat Conroy's follow-on to *Gone With the Wind*, tentatively titled *The Rules of Pride: The Autobiography of Capt. Rhett Butler, C.S.A.*

Told in the first person by the most fascinating character in the original work, the man who didn't give a damn.

And including one of the most creative twists in contemporary fiction, wherein Scarlett O'Hara leaves the stage by way of the handy old plot device much used by script writers of modern soap operas. She dies.

The idea has been kicking around for a couple of years. Pat Conroy, a true son of the South, had agreed to think about the project. He had even gone so far as to write a letter to the publisher holding the sequel rights, St. Martin's Press. In that letter, he outlined some ideas and casually mentioned the possibility of killing the little hellion off. That was when the foo hit the fan.

The trustees of the foundation which controls *GWTW* were horrified. They wanted Conroy, but they wanted story approval, as well. No homosexuality, no miscegenation,

and definitely no dead heroine. That was the deal they demanded.

Conroy has reached the point in his career where he has written what he wants to write and he was adamant about maintaining a free hand. He told the trustees that if they didn't back off, he would write a first sentence that went:

"After they made love, Rhett turned to Ashley Wilkes and said, 'Ashley, have I ever told you that my grandmother was black?'"

So the deal was queered, after a fashion. The two sides remained adamant until last November, when, according to Martin Arnold in the *New York Times*, the trustees caved in. They agreed to give Conroy full freedom to tell the story in his own way. He could even kill off the twit, if that's what he wanted to do. It looked like there would be a deal, including a seven-figure advance for Conroy.

Alas, another complication has arisen. Conroy is under contract to one of the Bertelsmann imprints for his next book and his editor, Nan Talese, didn't want to let St. Martin's have all the fun. The *Times* reported that a deal has been struck which would let St. Martin's do the hardback and give the mass-market paperback to Bantam, but *Publishers Weekly* said no such deal existed. Yet.

When they get the details straightened out, I'll let you know, but I must say, it's already a hell of a good story.

THE INTERN'S REVENGE

You think Bill Clinton has intern problems? Listen to what one of playwright Lillian Hellman's former assistants has to say about her mentor.

"The lunch and the heat had made her (Hellman) sleepy. Her face looked immovable and slightly sinister, the big beaky face of a sea turtle at rest on the ocean floor, dreaming and digesting, with one dyspeptic eye half open in a sluggish scan for predators and perhaps more food."

That is a young writer named Rosemary Mahoney, in her memoir called *A Likely Story, One Summer with Lillian Hellman*.

Hellman has never been my favorite author. She was self-aggrandizing and theatrical. Besides, her politics stunk. But she has served as the target of some truly wicked shots. Novelist Mary McCarthy, once a friend of Hellman, opined that every word she wrote was a lie, "including 'and' and 'the.'"

Now Mahoney has added several more quotables to the lexicon. In addition to the turtle bit, she spun off another. On reading of Hellman's death, she says, "Seeing those words was like discovering that the cool, slippery object beneath your bare foot in the garden is a large pus-colored slug.

"Thank God."

It's a mixed-up little comment, but it will stick in my mind.

And I can assure you, I'll never hire an assistant who wants to become a writer.

HAPPY NEW YEAR.

— Evan Maxwell



The Fast Track

Compiled by **MARILYN PAPPANO**

NINC Members on the USA Today List

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 **Marilyn**

Pappano a postcard alerting her to upcoming books, especially those in multi-author anthologies, which are often listed by last names only. Marilyn's phone number is 918-227-1608, fax 918-227-1601 or online: pappano@ionet.net. Internet surfers can find the list at: <http://www.usatoday.com>.

Members who write under pseudonyms should notify Marilyn at any of the above "addresses" to assure their listing in "Fast Track."

Member	Title	Nov 5	Nov 12	Nov 19	Nov 26
Catherine Anderson	<i>Cherish</i> , Avon	68	104		
Jo Beverly	<i>Forbidden Magic</i> , Topaz	145			
Catherine Coulter	<i>Midsummer Magic</i> , Topaz			52	86
Jude Deveraux	<i>The Blessing</i> , Pocket	108			
Jude Deveraux, Linda Howard, Stef Ann Holm, Mariah Stewart, et al. *	<i>It Came upon a Midnight Clear</i> , Pocket		113 n	67	48
Julie Garwood	<i>Come the Spring</i> , Pocket	132			
Joan Hohl	<i>Maybe Tomorrow</i> , Zebra		121 n		
Iris Johansen	<i>And Then You Die</i> , Bantam	72			
J.D. Robb, Susan Plunkett, Claire Cross, et al. *	<i>Silent Night</i> , Jove	144			
Nora Roberts	<i>The MacGregor Grooms</i> , Silhouette	7	11	17	25
Nora Roberts	<i>The Reef</i> , Putnam	99			
Nora Roberts	<i>The Winning Hand</i> , Silhouette	147			
Nora Roberts	<i>The MacGregors: Serena-Caine</i> , Silhouette		75n	7	4

* et al.: written with other author(s) who aren't members of Novelists, Inc.

Publishing Services by Sandy Huseby

Novelists' Ink

Novelists, Inc.

An organization for writers of popular fiction

P.O. Box 1166

Mission KS 66222-0166

FIRST CLASS MAIL
U.S. POSTAGE PAID
FARGO ND
PERMIT #281