A PUBLISHING PARABLE

By Irving E. Rockwood

Irving Rockwood is a college editor who has worked for a number of publishers. His specialty is political science. At the time this was written he was conducting his own business as an author's agent and has now returned to a job as an editor. He is a member of TAA and has been most helpful during its formative stages.

Donna is intelligent, energetic, and persuasive. You like her immediately and are delighted when she agrees to assist you with a business venture you have long planned. The two of you quickly agree on the financial terms, and it remains only to sign a formal agreement that Donna is to supply. When it arrives, you are distressed to find it is exceptionally one-sided, favoring Donna's interests in virtually every respect. You express your reservations to Donna and request a number of changes in the language of the agreement.

Donna's reaction is forceful and startling. "What are you trying to do to me? I make you a very generous offer and here you are trying to rewrite my agreement. I thought we were friends. Apparently you don't trust me. I don't know if I can work with someone who is so suspicious!"

Asked who is responsible for the ensuing conflict, most people would probably say Donna. It is Donna who, despite her intelligence, persuasiveness, and assertions of friendship, has insisted you demonstrate your trust in her by signing an agreement that dramatically favors her interests. Yet, as you discuss the situation with her, it becomes clear she sees things differently. To her, you are the party at fault. By requesting changes in the language of her agreement, you have, she feels called her integrity into question. She is angry. You are puzzled. In the end you are left to choose between two alternatives, neither of which is entirely satisfactory. Swallow your reservations and sign Donna's agreement or look for another partner.

As unlikely as the above scenario might seem, it will be only too familiar to many book authors and their advisors. As a former editor turned agent/packager, I have found that a surprising number of editors in the educational and scholarly segments of the book publishing industry (and some in trade as well) respond to requests for changes in their firm's standard agreement in a manner similar to Donna's.

The disproportionate nature of these reactions is itself a problem. Even more discouraging is the fact that these reactions seem prompted not so much by the specific requests involved -- concerning which is often difficult to obtain any reaction whatsoever -- as by the fact that they have been made at all. To judge from their reactions, some editors reject the notion of "fairness" as it applies to the wording of publishing contracts. Authors who seek to remedy the acknowledged inequities that abound in most standard contracts aren't "playing by the rules." They are deviant, pushy, or "bad," and they should be punished. Often they are.

Two questions present themselves here. The first is how this has come to pass? How is it that so many otherwise intelligent and competent individuals share such a demonstrably silly and obtuse view of fairness with respect to business practice in their own industry? Second, what can be done about it?

To the first of these questions there are several possible answers. One has to do with the effects of exposure to prevailing values and beliefs within the industry culture. Unfortunately, within many seg-

ments of the book publishing industry, that culture is one in which the supremacy of the publisher's interests over those of the author is simply assumed.

Another has to do with human nature. Most of us are better able to discern inconsistencies and contradictions in the behavior of others than in ourselves. Editors are no exception.

A third has to do with power. Editors may appear confident and all powerful to their authors. Most, however, wield little if any serious power over internal policy matters including, in most houses, the wording of contracts. To ask one's editor to change the wording of the contract is, therefore, almost certain to complicate his or her life. Approval for such requests must be obtained by passing them up the chain of command. Editors who routinely do so effectively acknowledge their inability to handle such problems without assistance and can expect to "lose face" within the organization. Further, they run the risk of being viewed as "disloyal" for implicitly condoning challenges to house policy. Small wonder that many editors will do everything in their power to discourage authors from making such requests.

Approached about this issue, some editors resort to denial. "Contracts don't matter," they say. "What really counts is the author/publisher relationship, not a piece of paper."

Because editors as a group are highly intelligent and generally interested in fairness, most will (in calmer moments) concede the unfairness of the agreements they routinely ask their authors to sign. Yes, those agreements do dramatically favor the publisher's interests over the author's. A progressive few will go further. "It's a lamentable situation," they say, "and something ought to be done about it. But don't start with me, please."

Which raises the question of where we might start. There are two possibilities. Either authors must become more knowledgeable, more organized, and more assertive in their business dealings with pub-