

McCLELLAND AND STEWART LIMITED

Publishers 25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

June 9, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Tom:

We have several requests for use of your material. They are as follows:

The Book Society of Canada want to use "At the Tide's Turn" in a textbook anthology of short stories and essays, edited by Dr. E. F. Kingston. They ask us to quote for Canadian, U.S. and world rights.

The Macmillan Company of Canada ask permission to use "Winter's Tale" in a revision of their textbook BECKONING TRAILS in the series Canada Books of Prose and Verse.

The Ryerson Press ask permission to use a part of "Winter's Tale" - pages 113 to 121 in THE PIED PIPER OF DIPPER CREEK - in a volume entitled THE GOLDEN CARAVAN, by C. L. Bennet and J. F. Swayze, to be distributed in Canada only, for use in Canadian schools.

We would propose fees as follows: For the Book Society request, \$200 for Canadian rights; \$400 for U.S. rights; \$500 for world rights. For the Macmillan Company request, \$250. For the Ryerson Press request, \$100.

I don't know whether these fees will seem high or low to you, Tom, and I don't really know whether we can get them, but we have been following a policy of asking very much increased fees for permissions for use of material in school text books. Since we have become textbook publishers ourselves we realize the market that some of these books find and the money that some of the compilers make out of them. We see no reason why the material should be given away. In asking fees in this range it's always a calculated risk and they may decide to drop the material. It's your prerogative to increase or decrease the suggested fees as you see fit. Do let us know your wishes in the matter.

I hear you are going to be in Toronto for the Canadian Authors' Association convention. If you have any time I hope we can get together for a meal or a drink or some-such. All the best!

Sincerely,


J. G. McClelland

June 13th, 1961

Mr. J.C. McClelland,
McClelland & Stewart Ltd.,
Toronto, Canada.

Dear Jack,

Your letter of the ninth. As you know, I've long felt that publishers of anthologies (especially those aimed at the school market) paid ridiculously low fees to the authors. Hence I agree heartily with the fees suggested in your letter. If the publishers don't like 'em they can leave 'em.

Hope to see and have a chat with you in Toronto. Edith is coming with me, and George Nelson has planned a couple of days at Muskoka. A TV interview and sundry other matters have cropped up, so I don't know exactly what the schedule is now.

Cheers,

280 Frontenac Street,
Kingston, Ontario,
July 10, 1961.

Mr. Thomas Raddall,
Liverpool,
Nova Scotia.

Dear Mr. Raddall,

Since receiving your letter of some days ago, in which you stated that you were willing to accept a fee of \$100 for the use of "At the Turn of the Tide", I have been in communication again with The Book Society of Canada, 4386 Sheppard Avenue, Agincourt, Ontario.

Mr. Irwin of the Book Society is willing to pay \$100 for the short story and for this turn of events I am grateful to both parties for it means that I shall be able to include in my anthology a story which I consider ideal.

Mr. Irwin asked whether the \$100 fee would be for Canadian or world rights. To me it is perfectly obvious that you meant Canadian rights only. Just why Mr. Irwin would mention U.S.A. or world rights for a school text I haven't the faintest idea. There is absolutely no market outside Canada for school anthologies designed for Canadian students. (There is, however, the ever-present threat of American school texts invading Canadian schools; that is why I am trying to make my present anthology as British and Canadian as possible.) I have just written a letter to Mr. Irwin pointing out these facts to him, although he must be aware of it all.

In his letter to me Mr. Irwin asks

- a. that you write him a short letter stating that you have control of the copyright of "At the Tide's Turn"
- b. that you are willing to accept \$100 for the story to be used in a school text sold only in Canada.

I must apologize, Mr. Raddall, for being somewhat of a bother to you in these negotiations. For myself, I see no reason why it cannot be a simple matter of an offer and then either an acceptance or rejection. Publishers have their ways! But I recall that when I got permission some years ago to use "Triangle in Steel" all was very easily arranged through J.M. Dent.

I hope that you will write a letter soon to
The Book Society of Canada, Limited,
4386 Sheppard Avenue,
Agincourt, Ontario

for I should like this anthology to go to press as soon as possible.

Yours sincerely,

E.F. Kingston

E.F. Kingston.

July 11, 1961

Mr. J.G. McClelland,
McClelland & Stewart Ltd.,
Toronto, Canada.

Dear Jack,

Further to your letter of June 9, and mine of June 13, I received a letter early this month from E.F. Kingston, the professor who wished to use my "At The Tide's Turn" in a Canadian anthology to be published by the Book Society of Canada.

He said that your firm had set a price of \$100 on the use of this story, and begged me to reconsider, pointing out that they were getting a Maugham story for \$50, one of Morley Callaghan's for \$40, and one of E.E. Bates for \$10. They were using fifteen in all. I replied that, on the basis of these figures, the Book Society were getting the entire contents of their book for something less than \$600. I pointed out, "This is ridiculous", adding that it was time for publishers of anthologies aimed at the Canadian school trade to pay a fair price for the material.

Now I have a letter from Kingston agreeing to pay \$100 for the right to use "At The Tide's Turn" in the Book Society's anthology, for use in Canada only. This suits me. Will you, therefore, write to:-

The Book Society of Canada Ltd.,
4386 Sheppard Avenue,
Agincourt, Ontario

stating that (a) you have referred the matter to me, and that (b) I am willing to accept \$100 for the story, to be used in a school text sold only in Canada. Also that this fee is for the use of the story; it does not mean or imply sale of the copyright.

Kingston informs me that the Book Society want to get on with the printing pronto.

Cheers,

McCLELLAND AND STEWART LIMITED

25 Hollinger Road Toronto 16 Ontario Canada C4H1H1 TWANDESS

July 10, 1961

Miss Sybil Hutchinson,
The Book Society of Canada Limited,
4386 Sheppard Avenue,
Aurincourt, Ontario.

Dear Miss Hutchinson:

We referred to Mr. Thomas Raddall the matter of using At The Tide's Turn in your Canadian anthology. He has agreed to accept \$100 for the story to be used in a school text sold only in Canada. This fee is for the use of the story. It does not mean or imply sale of the copyright. We trust this information will enable you to proceed.

Sincerely yours,

RT:vc

(Mrs.) Ruth Taylor

MCCLELLAND AND STEWART LIMITED

Publishers

25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

July 20, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Mr. Raddall:

In Mr. McClelland's absence we were preparing to write to the Book Society agreeing to the terms set out in your letter when it came to our attention that we had suggested a fee of \$200. We are aware that it is your prerogative to increase or decrease the suggested fee, but thought that we would like to check with you before going ahead with the letter to the Book Society.

With kindest personal regards,

Yours sincerely,



RT:vc

(Mrs.) Ruth Taylor

The Book Society of Canada

Limited

4386 Sheppard Avenue, Agincourt, Ontario

AXminster 3-4175-6-7

sh-h

July 22, 1961.

Dear Mr. Raddall:

We have recently had a letter from Dr. E.F. Kingston, who is editing a text-book anthology of Short Stories and Essays for us. Dr. Kingston has told us you are willing to let us publish "At the Tide's Turn" in the anthology for One Hundred Dollars (Canadian rights, only).

Frankly, this is just twice as much as we are paying for any other of the short stories in this book- Hardy Estate, Maugham, Callaghan, Kay Boyle and Michael Fisher- and some of them are quoting less than half ^{the amount} for Canadian rights.

However, Dr. Kingston would be very sorry not to include something of yours in a senior anthology of this kind, and so should we. Therefore, we will pay the sum you ask- \$100.00.

I would not say, you know, Mr. Raddall, that publishers make a fortune out of these anthologies. Indeed, it is the printers who are making millions out of the book business today- ask any publisher! The anthology we are planning is a text, not a trade book, and therefore will retail at about \$1.35, although it will be nicely produced. We will send you a copy.

We would like you to send us a letter making it clear that you hold the rights on this particular story and are prepared to accept One Hundred Dollars for it on publication of the book. Should this money be paid directly to you, or to your publisher McClelland & Stewart? And would you please clear the situation with them?

For the Notes section of the book, there are two points I should like to ask you about. There is a reference in the story to Battery Point- where was this? And there is a reference to Old Town- could you supply us with brief notes on these two points. Dr. Kingston has cited both of these names in the Notes, but has left them unaccounted for.

One more thing. Could you write us a (very brief) paragraph telling what the attendant circumstances were to the writing of "At the Tide's Turn"- what prompted or impelled you to write the story, and what do you feel a short story should be, or do? What is its purpose or its scope- from your point of view. This also is for the Notes section. Dr. Kingston has found that

author's comments, such as these, are immensely interesting to senior students. This book is intended for study by students in their last year at secondary school. They would be about 17 or 18 years of age. We can pay you \$100.00 for your rights if you quote us, except for add'l work payment for city to date.

I remember meeting you at McClelland & Stewart when I was their editor, and on one of your rare visits to Toronto. I hope all goes well with you, and I am very glad we can use the story. It just has to be cleared from a business point of view, as I am sure you will understand. Sincerely, Sybil A. Hutchinson.

July 25th, 1961

Mrs. Ruth Taylor,
McClelland & Stewart Ltd.,
Toronto, Canada.

Dear Mrs. Taylor,

Thanks for your enquiry. In an exchange of letters with the professor who is editing the Book Society's anthology, I agreed that the fee would be \$100 "for use in Canada only". Hence we must modify our original demand. Will you advise the Book Society promptly, please, along the lines set forth in my letter of July 11th.

Sincerely,

McCLELLAND AND STEWART LIMITED

Publishers

25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

July 28, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Mr. Raddall:

Thank you for your letter of July 25th. We have now sent the letter to the Book Society, copy enclosed. I am sorry for the delay.

Yours sincerely,



(Mrs.) Ruth Taylor

July 29, 1961

Miss Sybil A Hutchinson,
The Book Society of Canada,
Agincourt, Ontario.

Dear Miss Hutchinson,

McClelland and Stewart have the handling of the copyright in my "At The Tide's Turn", subject to my advice. I have written them to say that I agree to a fee of \$100 for the use of this story (Canadian rights only) in ~~the~~ the textbook anthology edited by Doctor E.F. Kingston and to be published by the Book Society of Canada. I have asked Mr. John G. McClelland to inform the Book Society to that effect. Probably you have heard from him by this time.

Regarding the Notes section of your book:-

Oldport is a fictitious name for Liverpool, N.S., the small seaport in which I live, and the Oldport tales (including "At The Tide's Turn") are based on Liverpool history in colonial times. "Battery Point" is now called Fort Point. It commanded the channel through the harbor bar. The historical background is explained in the story itself; the plight of the Yankee settlers in Nova Scotia, caught between British interests and the interests of their rebellious cousins in New England. Finally their hands were forced by raiding New England privateers. The actual incident on which my story is based took place May 21, 1778.

I wrote the story in the summer of 1939, and it was first published in Blackwood's Magazine, Edinburgh, Scotland, in November of that year. Note my use of the phrase, "blood in that change, and sweat and tears". Winston Churchill used a similar phrase in his great speech of May 13, 1940, six months after my story appeared in Blackwood's Magazine.

Sincerely,

September 4, 1961

Mr. J.C. McClelland,
McClelland & Stewart Ltd.,
25 Hollinger Road,
Toronto 16, Ontario.

Dear Jack,

I understand that the McClelland and Stewart edition of HALIFAX WARDEN OF THE NORTH is out of print, and that booksellers have been supplied for some time past by a remainder of the Dent edition.

If this is the case I should like to have the copyright vested in myself, and would appreciate a letter from you to that effect.

My reason is that, at some time in the future, I intend to revise the last chapter and bring the city's story up to date.

Sincerely,

MCCLELLAND AND STEWART LIMITED

Publishers

25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

September 6, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Mr. Raddall:

Further to our correspondence of June 9th and 13th concerning various requests for permission to use material from your books, the Macmillan Company of Canada have advised that they are not able to use the selection "Winter's Tale" in their revised edition of BECKONING TRAILS, as originally planned.

Yours truly,



for MCCLELLAND AND STEWART LIMITED

C

McCLELLAND AND STEWART LIMITED

Publishers 25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

September 8, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Tom:

Thanks for yours of September 4th. Although I do so reluctantly, there is not much we can do but accede to your request. This letter then may be considered our official agreement to the termination of our publishing contract for HALIFAX: WARDEN OF THE NORTH. All rights are returned to you herewith.

Having cleared up that point, though, I would like to express our interest in the revised edition that you propose for some time in the future. Possibly you will want to publish it with Doubleday and certainly there is no reason why you shouldn't do so. On the other hand, if you would like to republish it with us I should be delighted to hear from you.

Sorry we weren't able to get together for more than that short and much interrupted conversation when you were in Toronto.

With all good wishes,

Yours sincerely,

JGMCC:vc


J. G. McClelland

P.S. We are writing to Dent's to inform them that the contract is now void.

September 18, 1961

Mr. J.G. McClelland,
McClelland & Stewart Ltd.,
Toronto, Canada.

Dear Jack,

Thanks very much for your letter of the eighth,
in which you returned to me all publishing rights in
HALIFAX: WARDEN OF THE NORTH.

For the present I have other work to do; but
for several years now it has been a pet notion of mine to
bring the story of the city up to date and republish it,
and I plan to do this not later than 1963. First offer
will go to Doubleday Canada, but I shall certainly keep
your suggestion in mind.

With all the best,

Sincerely,

MCCLELLAND AND STEWART LIMITED

Publishers

25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

September 28, 1961

Mr. Thomas H. Raddall,
Liverpool, N. S.


Dear Tom:

Malcolm Ross, the general editor of our New Canadian Library series, has recommended the inclusion of one of your novels in the series if it can be arranged. The record to date on the short story volume won't fill you with wild enthusiasm, I am sure, but I think it will continue to sell steadily - and probably at an improved rate - for many years to come and our experience with the series shows that it is no different than ordinary publishing in that single novels do much better than short story volumes.

Ross's order of preference would be (1) HIS MAJESTY'S YANKEES, (2) ROGER SUDDEN and (3) THE NYMPH AND THE LAMP. I suspect that the latter is the only one that it might be possible to clear for this purpose, but before we get into that, what would your general feeling on the subject be?

All the best!

Sincerely,


J. G. McClelland

JGMcC:vc

October 16th, 1961

Mr. J.G. McClelland,
McClelland & Stewart Ltd.,
Toronto, Canada.
Dear Jack,.

With regard to your letter of September 28th.

Your surmise was correct. Of the three novels recommended by Malcolm Ross, only THE NYMPH AND THE LAMP is clear for inclusion in your New Canadian Library series.

As I recall it, no paper-back edition of this novel has appeared in Canada since Harlequin's in 1952.

Hence you have my permission to use THE NYMPH AND THE LAMP in your New Canadian Library series, it being understood that this permission in no way alienates my publishing or other rights in the book, in Canada or elsewhere. I agree to the royalty set forth in your letter of June 15, 1959, when we were discussing a New Canadian Library edition of ~~THE NYMPH AND THE LAMP~~ "AT THE TIDE'S TURN AND OTHER STORIES".

Sincerely,

May 7, 1962

McClelland & Stewart Ltd.,
25 Hollinger Road,
Toronto 16, Canada.

Attention Accounting Department

Gentlemen:

I have your royalty statement dated May 1/62. I note that you deduct half (\$7.85) of the Popular Library sales of "The Nymph and The Lamp" in Canada. I question your right to do this. The publishing arrangement with Popular Library Inc. was made by Little, Brown & Company, who gave up their rights to me a considerable time ago.

Apart from this, there is an error in your calculation of my royalty on the McClelland & Stewart edition of "The Nymph and The Lamp". What you show as \$1.31 should be \$13.12.

Yours truly,

McCLELLAND AND STEWART LIMITED

Publishers 25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

May 11, 1962

Mr. Thomas H. Raddall,
Liverpool, N. S.

Dear Tom:

The accounting department has passed me your letter of May 7th. We have looked back over the files and it seems to me that our position is in order. Am I right in my recollection that Little, Brown negotiated the original deal with Popular Library, but that was for the States? At that time Harlequin were publishing in paper in Canada. We handled the contract for a separate agreement with Popular Library in January of 1959 - after the Harlequin contract had lapsed. Do you want me to send copies of the correspondence with you and with Popular Library on the point? I'll be glad to do so. The amount is negligible in any case, but there is a matter of principle and I think as far as principle is concerned we have handled it properly within the terms of our agreement.

I am sorry about the error in extension. This will be corrected.

With all good wishes,

Sincerely,


J. G. McClelland

JGMCC:vc

No reply.
(Made a hot one but tore it up!)

M c C L E L L A N D A N D S T E W A R T L I M I T E D

Publishers

25 Hollinger Road Toronto 16 Ontario Canada Cables: EMANDESS

October 25th, 1962

Mr. Thomas H. Raddall,
Liverpool,
Nova Scotia.


Dear Mr. Raddall:

We enclose our cheque for \$90.00 for a permission fee received, for use of Winter's Tale from Pied Piper of Dipper Creek, in their book Golden Caravan.

We have examined the contract and since this does not seem to come under the categories specified in clause 11, we presume we are correct in deducting only a standard agent's commission of 10% for handling.

Would you let us know if you do not agree with this interpretation. Unless we hear from you we shall presume, for accounting purposes, this division in the future can be taken.

Yours very truly,
McCLELLAND & STEWART LTD.



(Miss) C. Mann
Accounting Department

cm