

“*Verbatim: A Novel*, contract termination”

When reading critical works on an author, or a biography, I often check the index first to see how much space is devoted to a work I like most, or to a particular topic. In that spirit, here’s the tale of the termination of the publication of my first novel that, until mid-September this year, was scheduled to come out from Jesperson Publishing. It makes for a painful entry in the mythical index, but it’s also a cautionary tale for other writers.

Often a new writer is assured that a small publisher will be more respectful of an author and the text than a large publisher. Of course, everyone knows that even the most insignificant publishing company has to be, first and foremost, a business, because selecting titles, coming up with attractive covers, and marketing any book requires abilities and interests most writers don’t possess. A publisher that can’t take care of its business is useless to a writer.

In March 2004, I handed the opening pages of *Verbatim: A Novel* to Rebecca Rose. On June 10 2005 Rebecca Rose sent me a contract,. Among the clauses was one which seemed as if it would not be acted on. Clause 19 reads: ‘The Publisher retains the right to terminate this agreement at the Publisher’s discretion by written notice, such notice to be delivered by registered or certified mail or personal delivery, and all rights in the work shall then, at the option of the Copyright Holder, revert to the Copyright Holder.’ The enthusiasm Rebecca Rose, and Jesperson, showed for the novel helped diminish, for me, the latent threat of clause 19.

Without making special claims for *Verbatim: A Novel*, it’s not the usual narrative, and I was impressed that a small publisher liked it. It’s set in a fictional parliament in a fictional province sometime in the 1990s. The political parties are my own invention, as I didn’t want to recapitulate the histories of real parties. Content is presented in three formats: lists of members, political debates, and letters between bureaucrats who are identified only by initials. Characterization comes from words, as every writer knows, and in this case the words are often speeches (rhetoric). Every legislature in Canada (indeed, throughout the Commonwealth) has a Hansard division which transcribes the politicians. This division is the smallest in the novels, from which everything radiates and which is affected by everything going on outside it. Some might find this a challenging book to market, but thanks to my familiarity with Hansardians, I knew something about how to get this book read in that marketplace, if a gutsy publisher would take interest.

That’s how I thought of Jesperson when they offered the contract. In a meeting with Rebecca Rose in March 2006 she told me she was almost finished reading my novel, and we talked about marketing it. After explaining how each head of Hansard answers, eventually, to political masters, and that word of this novel would spread to politicians and their staff throughout Canada and into Britain, Wales, Scotland, N. Ireland, Eire, all the states of Australia, New Zealand, and so on, she appeared almost euphoric. I indicated that the *Hill Times* in Ottawa would be a good venue for publicity, as would the CBC radio show *The House*. Of course, what

I could offer would supplement Jespersion's normal marketing efforts, and after meeting with Michelle Cable-Foote, I was convinced my novel would be served to the best of her abilities.

Blurbs and early reviews were solicited and received from various authors. In June 2006 Rebecca Rose asked me to shorten the manuscript, and in the spirit of the business I cut the book by more than was asked. It was delivered to the editor, Annamarie Beckel, ahead of deadline in early July. While there were no substantive changes required, her attentive eye caught typos or errors that had slipped by me. However, in certain places there are deliberate mistakes, as, for example, when the Director of Hansard examines how good the transcribers are, or when the editing styles of the two editors are shown to be different. Those errors and differences are pointed out quite clearly in the manuscript.

By mid-July the book was being advertised in some way at a book fair in St. John's; orders were placed by bookstores; and in August I took sell sheets to a Hansard conference in Winnipeg, where there were delegates from other countries, Interest in the book was high there. I received the proofs on 1 September and returned them on 11 September.

It's here where things went strange.

On 19 September I received a registered letter, dated 14 September, from Jespersion's board of directors--Debbie Hanlon, Clyde Rose and the novel's supporter, Rebecca Rose--invoking clause 19 in the contract, citing as reasons unspecified structural reorganization in Jespersion, and also that extensive reports from their marketing, design and editorial departments led to the decision to terminate the contract. There were neither details given about the reports nor copies of written assessments. To say this news was bruising would be an understatement. Stating that there are reports could be construed as negative and damaging to my reputation, and to my novel.

A newcomer might wonder if cancellation of a publication at this stage is normal. I've asked authors, agents, publishers and WANL members if Jespersion's clause 19 is usual, and the answer is: No. Those asked are appalled or aghast at this treatment. Two other publishing contracts that I've seen since 19 September contain clauses about the publisher's right of termination. These talk about what would happen if the author failed to deliver the text within a set period of time (not the case here), or if the author failed to put the manuscript into an acceptable form (not the problem here either, or else Jespersion would have said). An arbitrary termination is not possible in those two examples; it seems quite possible in Jespersion's clause 19.

What makes matters more muddy is that on 12 and 13 September I answered questions about the book from individuals working for Jespersion: one concerned a statement that would be put on the copyright page indicating that those intentional errors mentioned above were not due to sloppiness on the part of the publisher; the second was about the source of an epigraph so that rights could be pursued for its use. I agreed completely with the notice in the copyright page; I provided the information about the epigraph that day. This activity indicated Jespersion was on track with the book.

Their view of the book changed between early and mid-September. But pixies didn't come in and change anything. The book had the same content (at lesser length) and the same deliberate errors that it has had. In June 2005 a person or people authorised the offer of a contract. Suddenly, in the proof stage, my literary novel has alleged problems which the triumvirate doesn't spell out in writing. *Verbatim: A Novel* went through the stages necessary to get the book ready for publication; money was spent on editing, advertising, design and personnel; they asked me to perform work on it (editing, marketing); and they asked busy people to write blurbs. These have to be significant investments for a small publisher. I can't tell where the business sense is in their actions, yet publishing, I'm told, is a business.

The file is closed for Jespersion. Considering everything, I'm glad to be separated from their practices. This all makes a story that could make a fine entry in some future book. It also serves as a good warning to those who are thinking of submitting to Jespersion. There's no reason not to. Just make sure clause 19 isn't in your contract.

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