

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

*Mr. Salisbury
H.P.G.*

December 27, 1904.

*Will Mr
Indeson read
book letters, give
B. Mr. Salisbury
& Mr. H.P.G.*

President William R. Harper,
The University of Chicago.

Dear Dr. Harper:-

I beg to return herewith Mr. Stewart's letter of December 16th, and to say that I have taken occasion to investigate the points which he raises in so far as it has been possible for me to do so without delaying my report. The contents of Mr. Stewart's letter seem to be wholly destructive, and, as he offers no remedy for what he terms "wastefulness" and "inefficiency" in "the business organization of the University", it is hardly practicable for me to discuss the general question, especially in view of the fact that the method of business organization has already been somewhat definitely determined. I shall confine myself, therefore, to his direct criticisms on the University Press.

Mr. Stewart says that "it is perfectly notorious that the books sent from the Biological Library to the University Press to be bound may remain out for an indefinite period, two, three or more months". The inference is that this is the usual experience in all departments, but I must say this is not a fact. We have bound very few books of late for the Biological Library, and it is not our custom to retain books in the bindery for "an indefinite period" unless they are received with parts missing. It occasionally happens that imperfect sets of periodicals are

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Dr. Harper-2-

sent to us, and it goes without saying that when this is noticed we report the matter to the library and hold the material for further instructions. It frequently happens that there is some delay in securing missing numbers, but this is not^a reflection on the efficiency of the bindery. On its ordinary business it is unreasonable to suppose that the Biological Library should have preference over any other library in the University. During the early months of conducting the bindery the average time to bind a book was about two months. Last year this average was cut down to five weeks, and at present we are delivering work from three to four weeks after receiving it. It is probable that this record will be maintained. To anyone who is familiar with the binding business an average of four weeks for the work of a library like that of the University is not unreasonable. We are and always have been ready to make exceptions where a pressing matter is presented to us, and it frequently happens that we are able to deliver a special order in a week's time. I think you will agree with me that it is not possible to make an exception of every book without adding greatly to the expense of binding. I am very sure our experience confirms the statement that we would be no better off in the matter of time if the work were done outside. It is an easy matter to take a few books to a bindery, as Mr. Stewart has done, and get prompt delivery, but when it comes to handling a large volume of business, e. g. 7152 a year, we have a very different problem.

Dr. Harper-2-

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Dr. Harper-3-

This brings me to Mr. Stewart's second point, namely, the cost of binding. It would be difficult, I believe, to convince an unprejudiced business man, even if the facts were as Mr. Stewart presents them, that there could be a saving to an institution supporting a business organization, and a manufacturing plant, to allow heads and assistants to spend time, which is supposed to be given to other matters, in solving the problems which Mr. Stewart has attempted to solve in his own way, when presumably, officers paid to do this business are unengaged. The fact is, however, that Mr. Stewart's statements are misleading. In his attempt to illustrate an instance of "wastefulness" in "the business organization of the University" he implies that it is possible for him to purchase for sixty or ninety cents the same product for which we are making charges ranging from \$1.10 to \$1.20, the assumption being that officers in charge of the administration of these affairs are engaged in spending the University's money in a reckless and wholly inexcusable manner. I make this statement on the basis of a comparison, made a few days ago, of books just completed in our bindery with a small order of books bound for Mr. Stewart by an outside bindery. I have not had an opportunity to examine all of the books which Mr. Stewart has had bound in this way, but I am prepared to say that the bindings which I have examined are manifestly inferior in quality of material and workmanship in comparison with those which are being turned out in our own bindery. I can prove that

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Mr. Stewart's statements regarding prices are very misleading in that he with-holds details which would, in some measure, account for the differences in prices. For example, he says that he pays 90¢ for the "Skandinavisches Archiv" while our charge is \$1.20.. He fails to specify, however, that of this amount 25¢ is a charge which is made on all new periodicals for sample backs for the use of the library in giving future orders. Our price for a volume of this sort would range from 95¢ to \$1.00, depending upon the size of the volume, number of inserts, etc.. This question partakes of the same aspects as those argued many times with reference to the cost of printing. You will recall that I devoted a considerable amount of space to the matter in my last annual report.. In my judgment the University can well afford to insist upon a high standard of excellence with reference to all of the mechanical work of the University Press. Perfection can only be approximated. It is very easy to follow a mediocre standard, which is the standard followed many times by firms engaged in competitive bookmaking, but it is very hard to maintain a high standard. The whole question in my mind is a question of University policy, and depends entirely upon the ideas of the officials in charge of the administration of the University's affairs.. To approach excellence attention must be given to

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details, and herein lies the main difference between the binding which Mr. Stewart is having done and the binding which we are executing in our own plant. It goes without saying that attention to details means additional expense, and in my judgment the University can well afford to invest the small amount which it is investing to have the best work which can be turned out. However, there may be those who do not agree with me, and it remains for the officials of the University to instruct us in case any change of policy is desired.

I am not informed as to the details of the matter mentioned by Mr. Stewart in illustration of his charge of "uncertainty" in "the business organization", but Mrs. Dixon has stated to me that the transaction was entirely regular.

Sincerely yours,

Norman Miller

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Sincerely yours,

1904?

no date

Press

*File
under
Miller*

Messrs. Charles Scribner's Sons,
153 Fifth Avenue,
New York, N. Y.

Gentlemen:--

My attention has been brought to recent correspondence which you have had with Mr. Miller, the Director of the University Press, with reference to the publication of copyrighted material in Professor Veblen's recent book on the "Theory of Business Experprise".

The situation is regrettable, since a considerable supply of Professor Veblen's monograph was printed, no request for the privilege of republication having been made by him. The counsel of the University has advised me that the case is clearly covered by the copyright law, and could be prosecuted. It is not our intention to take this course, however, both because of the author's relation to the University and of the relation of many members of our Faculty to your company. I cannot but feel, however, that our interests have been treated rather lightly, and that you have some responsibility in the matter as publishers.

Our University Press, at any rate, insists upon having the

written permission of publishers of copyright material before

acceptance for publication

~~they will use it~~; and this, as it seems to me, is as it should be.

Yours sincerely,

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Our University Press, at any rate, insists upon having the written permission of publishers of copyrighted material before they will use it; and this, as it seems to me, is as it should be.

Yours sincerely,

Mr. T. B. Veblen,

The University of Chicago.

Dear Mr. Veblen:-

My attention has been directed to the copyrighted material appearing in your recent book, issued by Charles Scribner's Sons, entitled "The Theory of Business Enterprise", and, in view of some correspondence which we have had with the publishers, I desire in closing the matter to convey to you my regret that the embarrassing question should have been allowed to arise.

We were quite ready, and so announced, to grant any reasonable request in connection with the republication of any of the Decennial material, but in your case our records do not show that ~~formed~~ request for republication was made or granted, and the editor had no knowledge of your intention or desire to make such use of your article. Consequently a considerably larger number of copies of your article were printed than are now needed. It goes without saying that the publication of the material in book form will kill the sale of the pamphlet, and for that reason the question was raised regarding our rights under the copyright law. In view of your connection with the University and the very pleasant relations which have existed between the Press and Scribners, who are not primarily to blame in this case, we are not desirous of pushing the question further, but I have thought it well that you should know how the matter presents itself to me. It is the only case of the kind, I may add, which has arisen in connection with the Decennial Publications.

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We were quite ready, and so announced, to grant any
reasonable request in connection with the reproduction of any
of the ~~essential material~~ material, but in your case our records do not
show that formal request for reproduction was made or granted,
and the editor had no knowledge of your intention or desire to
make such use of your article. Consequently a considerably
larger number of copies of your article were printed than are now
needed. It goes without saying that the publication of the
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CHICAGO, ILLINOIS

July 18, 1905.

President William R. Harper,

The University of Chicago.

Dear Dr. Harper:

The result of my conference with Mr. Brett with reference to the contract on "Ancient Records" summed up amounted to this,- that the Macmillan Company will be willing to have the contract annulled upon payment of \$250.00 by the University. Mr. Brett's point is that the contract cannot be annulled until books have been published, and carrying this point to its ultimate analysis, it could not be annulled until all of the books have been published. He maintains that there has been some expense in advertising the work, answering communications, etc., but admits that he cannot tell exactly what their expense has been.

To my mind his position is unreasonable, and I believe with Mr. Heckman that we have a perfect right to declare the contract null and void upon six months' notice. I think, however, that the Macmillan Company should be reimbursed, but I do not believe that their expense can be anything more than nominal. They have announced the work in their catalogues a few times, but I do not think that

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Dr. Harper.

the volume of correspondence regarding these publications has been great. I think if we were to give them notice now that we wish to annul the contract February 1st 1906 and offer to pay \$50.00, that we would be treating them generously.

In order to get the matter before you I have written a letter to Mr. Brett covering the case from this point of view. It is simply suggestive, and if you desire further information before taking the matter up I shall be pleased to furnish the same.

Sincerely yours,

Thomas Miller
Director.

Dr. Harper.

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Sincerely yours,

Director.

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

September 5, 1905.

Wm

President W. R. Harper

The University of Chicago.

Dear Doctor Harper:-

I beg to hand you herewith for
your files a copy of the contract recently closed for the
publication of the "History of the Apostolic Age".

Sincerely yours,

Norman Miller
Director.

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CHICAGO, ILLINOIS

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Frederick Miller
Director.

MEMORANDUM OF AGREEMENT - in quadruplicate - made and entered into this first (1st) day of August, Nineteen Hundred and Five (1905) by and between the University of Chicago, party of the first part, and George H. Gilbert, Ernest D. Burton, and William R. Harper, parties of the second part.

WITNESSETH:-

That the University of Chicago, party of the first part, for and on account of the University Press, hereby agrees to and with George H. Gilbert ~~and Ernest D. Burton~~ author and proprietors, and William R. Harper and Ernest D. Burton, editors of a book entitled "History of the Apostolic Age" to manufacture and publish the said book as a volume of "Constructive Bible Studies" in accordance with the specifications and stipulations as hereinafter set forth, viz:-

1. To pay the cost of manufacturing the said book, which shall include the cost of composition, presswork, binding and all miscellaneous items.
2. To pay for marketing said book which shall include all office and other charges of whatsoever nature, which shall be deemed necessary by the party of the first part for promoting the sale of said book and to keep the market supplied with said book as long as there shall be reasonable demand for the same.
3. To pay to the parties of the second part or their legal representatives, annually, during the continuance of this agreement a royalty of ten percent (10%) of the net published price of said book for each and every copy sold ~~by the parties~~ as follows: Eight percent (8%) to George H. Gilbert, as author of said book, and one percent (1%) each to Ernest D. Burton and William R. Harper, as joint editors of the series entitled "Constructive Bible Studies", it being understood that sales made through a foreign publisher shall not be included in this contract, but shall be subject of separate agreement.
4. To notify the parties of the second part of any intention to issue a new edition or impression of said book after ten (10) years have elapsed, and to submit to them proof sheets for thorough revision, with the understanding that a new edition will be issued, as hereinbefore specified, without expense to the parties of the second part, except that the cost of corrections in the proofs of said new edition in excess of ten percent (10%) of the cost of composition of said new edition shall be charged to the parties of the second part.

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3. To pay to the parties of the second part or their legal representatives, annually, during the continuance of this agreement a royalty of ten percent (10%) of the net published price of said book for each and every copy sold. H. Gilbert, as author of said book, and one percent (1%) each to Ernest D. Burton and William R. Harper, as joint editors of the series entitled "Constructive Bible Studies", if being understood that sales made through a foreign publisher shall not be included in this contract, but shall be subject of separate agreement.
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In consideration of the faithful performance of the foregoing Agreement on the part of the University of Chicago, party of the first part, the said Ernest D. Burton, George H. Gilvert, and William R. Harper, parties of the second part, have agreed and do hereby agree as follows, viz:-

1. That they have and do hereby bargain, sell and assign to said party of the first part, its successors or assigns, the exclusive right to manufacture and publish said book entitled "History of the Apostolic Age" during the full term of the copyright thereof and also during the full term or terms of any and all renewals of said copyright, hereby covenanting with the said party of the first part that they are the sole authors and proprietors of the same, agreeing to protect and defend the said party of the first part in the publication of the said book against all suits or other actions at law, in consequence of any infringements of copyright that the said book may be supposed or claimed to contain.
2. That they will not without the consent in writing of said party of the first part, write, print or publish, or cause to be written, printed or published in the United States during the continuance of this Agreement any other edition of said book, or to be pecuniarily interested in any book of the character of the said book liable to interfere with the sale of the same.
3. That they will read proof sheets of any and all editions or impressions of said book and that they will pay to the party of the first part the cost incurred in making corrections at variance with the original copy which shall be in excess of ten percent (10%) of the cost of the original composition.

It is mutually agreed between the parties hereto as follows, viz:-

1. That statements of royalty bearing sales shall be made annually in the month of July for the transactions of the preceding calendar year ending June 30th, and that royalties due thereunder shall become payable on the first day of August of each year.
2. That if at any time after the said book shall have been published two (2) years the said party of the first part cannot sell the book to the trade or otherwise at the cost of paper, printing and binding, the said party of the first part shall have the privilege of disposing of all copies on hand for waste paper or at some price less than cost of paper, printing and binding, and thereupon terminate, cancel and annul this Agreement, without paying to the parties of the second part the sum of money provided for in Article 3, or any other sum as copyright royalty on any of the copies sold at cost or less than cost as in this Article provided.

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2. That they will not without the consent in writing of said party of the first part, write, print or publish, or cause to be written, printed or published in the United States during the continuance of this Agreement any other edition of said book, or to be pecuniarily interested in any book of the character of the said book liable to interfere with the sale of the same.
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3. That no royalties shall be due or payable on free copies given away for the promotion of the sales of said book.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first within mentioned.

THE UNIVERSITY OF CHICAGO.

Norman Miller (Seal)
Director, The University Press.

George H. Gilbert (Seal)

Ernest R. Benton (Seal)

William R. Harper (Seal)

Approved Aug. 24/05

THE UNIVERSITY OF CHICAGO.

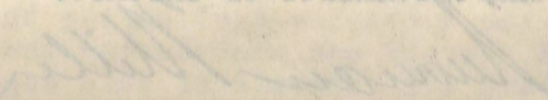
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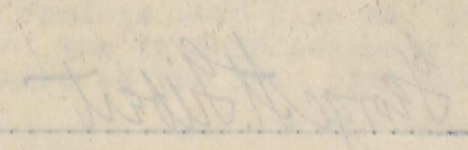
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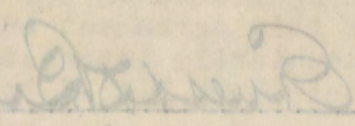
THE UNIVERSITY OF CHICAGO.



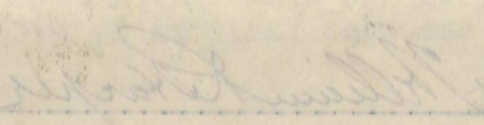
(Seal) Director, The University Press.



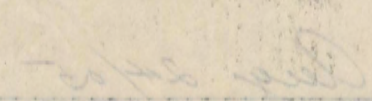
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Approved 

THE UNIVERSITY OF CHICAGO
This book is in this library's collection
and is loaned to the University of Chicago
Library for the purpose of making a copy
of the text for the University of Chicago
Library. It is not to be used for any other
purpose and is to be returned to the
University of Chicago Library when the
copy has been made.



Press

October 24th, 1905.

Mr. Newman Miller:-

It is understood that the Egyptian volumes are to be dedicated to the men who donated the fund- Ryerson, N. W. Harris, etc. Will you kindly keep this in mind when we go to press with the first pages? I suppose we should have a proper dedicatory page.

As I informed you at the time, the money Mrs. Wilmarth contributed to the Egyptian fund for books is to be repaid. Have you a clear record of this fact? May I ask how much, if any, has been paid in by her?

Yours very truly,

October 24th, 1905.

Given

Mr. Newman Miller:-

It is understood that the Egyptian
volumes are to be dedicated to the men who donated the
Fund- Ryerson, N. W. Harris, etc. Will you kindly
keep this in mind when we go to press with the first
pages? I suppose we should have a proper dedicatory
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As I informed you at the time, the money Mrs.
Wilmerth contributed to the Egyptian Fund for books
is to be repaid. Have you a clear record of this
fact? May I ask how much, if any, has been paid in
by her?

Yours very truly,

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

October 25, 1905. ✓

President William R. Harper,
The University of Chicago.

Dear Dr. Harper:-

I have your note of yesterday with reference to the dedications of Ancient Records. Neither Mr. Capps nor myself had understood this point, and I learn from Dr. Goodspeed that Messrs. Ryerson and Harris, and Mrs. Wilmarth are the only donors mentioned by ^{the action of} the Board of Trustees. Are there others? I do not recall to have been informed as to the treatment of Mrs. Wilmarth's contribution, and Mr. Heckman tells me that he has no record of the same in his office. Nothing as yet has been paid.

Mr. Breasted's demand for a fifth volume to be devoted to index is placing me in a rather embarrassing position. The Press capital will not warrant us in undertaking the expense at this time, and the fact that the material has greatly overrun the figures in our original specifications makes it doubly difficult for us to reach an adjustment which will let us out of the situation. I have talked with Mr. Heckman, Dr. Goodspeed, and Mr. Arnett, with but little encouragement that we can secure additional funds. I am having a full statement drawn up, which I shall send to you in a day or two.

Sincerely yours,

Lawman Miller

October 28, 1908.

President William R. Harper,

The University of Chicago.

Dear Dr. Harper:-

I have your note of yesterday with reference to the
dedications of Ancient Records. Neither Mr. Gage nor myself
had understood this point, and I learn from Dr. Goodspeed that
Messrs. Ryerson and Harris, and Mrs. Wilmeth are the only donors
mentioned by the Board of Trustees. Are there others? I do not
recall to have been informed as to the treatment of Mrs. Wilmeth's
contribution, and Mr. Heckman tells me that he has no record of
the same in his office. Nothing as yet has been paid.
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this time, and the fact that the material has greatly overrun
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of the situation. I have talked with Mr. Heckman, Dr. Goodspeed,
and Mr. Arnett, with but little encouragement that we can secure
additional funds. I am having a full statement drawn up, which
I shall send to you in a day or two.

Sincerely yours,

William R. Harper

October 27th, 1905.

Mr. Newman Miller,

My dear Mr. Miller:-

Formal notification was sent February 22nd last of the arrangement with Mrs. Wilmarth. It is understood of course that we shall not at present publish a fifth volume of the Records. The plan I suggested last, which seems to me still to be the correct one, does not involve any such publication at present, nor indeed at any time until we have a sufficient number of subscribers, so that we ought not to bother ourselves about that further but go right on with the matter at large.

Looking forward to receiving the statement which you name, I remain

Yours very truly,

October 27th, 1902.

Mr. Newman Miller,

My dear Mr. Miller:-

Formal notification was sent February 22nd last of the arrangement with Mrs. Wilmarth. It is understood of course that we shall not at present publish a fifth volume of the Records. The plan I suggested last, which seems to me still to be the correct one, does not involve any such publication at present, nor indeed at any time until we have a sufficient number of subscribers, so that we ought not to bother ourselves about that further but go right on with the matter at large. Looking forward to receiving the statement which

Yours very truly,

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

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Breasted

February 16, 1906.

February 17th, 1906.

Mr. H. P. Judson,

The University of Chicago.

Dear Mr. Judson:-

Mr. Newman Miller,

I beg to hand you herewith a letter just received from Mrs. Breasted. My dear Mr. Miller: indicates that there is likely to be some misunderstanding regarding the situation. The situation is a Breasted's little complicated. You have the copy of Mr. Ryerson's Records proposal for the publication of the copy of Mr. Ryerson's Records letter. I showed that to Dr. Harper and he instructed me at once to telegraph to Mr. Breasted that the index would be published as requested. After that the Press Committee, the following action was taken: the Press Committee at a time when I was not present took the action which you have quoted to me. However, I fancy there will be no serious difficulty in the matter. In the fourth volume I note that the committee voted a table of contents. Who is to arrange this? index volume would be issued.

Very truly yours,

We have made our announcements accordingly and the first volume has been issued under this arrangement. The spirit of the resolution I understand to be that the matter of the index will not be decided at this time. In any event an adequate index is to be provided, either as a part of the last volume or as a separate undertaking. This seemed to be the best way of getting the promotion of the volumes under way, at the same time leaving the question open. In case you have any further information I shall be glad if you will let me know.

Sincerely yours,

Newman Miller,
Director.

February 17th, 1906.

Mr. Newman Miller,

My dear Mr. Miller:-

The situation is a little complicated. You have the copy of Mr. Ryerson's letter. I showed that to Dr. Harper and he instructed me at once to telegraph to Mr. Brewster that the index would be published as requested. After that the Press Committee at a time when I was not present took the action which you have quoted to me. However, I fancy there will be no serious difficulty in the matter. In the fourth volume I note that the committee voted a table of contents. Who is to arrange this?

Very truly yours,

W.B. Brewster's letter is herewith returned.

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

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February 16, 1906.

Mr. H. P. Judson,

The University of Chicago.

Dear Mr. Judson:-

I beg to hand you herewith a letter just received from Mrs. Breasted, which indicates that there is likely to be some misunderstanding regarding the status of Mr. Breasted's proposal for the publication of his index to the Ancient Records as a separate volume. In considering the proposal, which was submitted by Dr. Goodspeed at the last meeting of the Press Committee, the following action was taken:

The matter of the Index for the Ancient Records was brought up and a guarantee of \$500. signed by Mr. and Mrs. Breasted to assist in paying the expense of an index in the shape of a fifth volume was submitted. After consideration it was voted that the four volumes already arranged for be issued, the fourth volume to contain a table of contents, it being understood and announced that if the demand for the publication should warrant a fifth index volume would be issued.

We have made our announcements accordingly and the first volume has been issued under this arrangement. The spirit of the resolution I understand to be that the matter of the index will not be decided at this time. In any event an adequate index is to be provided, either as a part of the last volume or as a separate undertaking. This seemed to be the best way of getting the promotion of the volumes under way, at the same time leaving the question open. In case you have any further information I shall be glad if you will let me know.

Sincerely yours,

Monroe Miller
Director.

THE UNIVERSITY OF CHICAGO PRESS
CHICAGO, ILLINOIS

February 12, 1906.

Mr. H. P. Johnson,

The University of Chicago,

Dear Mr. Johnson:-

I beg to hand you herewith a letter just received from Mrs. Brewster, which indicates that there is likely to be some misunderstanding regarding the status of Mr. Brewster's proposal for the publication of his index to the Ancient Records as a separate volume. In considering the proposal, which was submitted by Mr. Goodspeed at the last meeting of the Press Committee, the following action was taken: The matter of the index to the Ancient Records was brought up and a guarantee of \$500. signed by Mr. and Mrs. Brewster to assist in paying the expenses of its index in the shape of a fifth volume was submitted. After consideration it was voted that the four volumes already arranged for be issued, the fourth volume to contain a table of contents, it being understood and announced that if the demand for the publication should warrant a fifth index volume would be issued.

We have made our announcements accordingly and the first volume has been issued under this arrangement. The spirit of the resolution I understand to be that the matter of the index will not be decided at this time. In any event an adequate index is to be provided, either as a part of the last volume or as a separate undertaking. This seemed to be the best way of getting the promotion of the volumes under way, at the same time leaving the question open. In case you have any further information I shall be glad if you will let me know.

Sincerely yours,

Director