Competitive practices in acquiring manuscripts

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Competition for manuscripts – involving advance contracts, monetary advances, and other inducements – seems to be increasing among American university presses. Competition is natural, but it has dangers as well as advantages

The National Enquiry on Scholarly Communication has helped focus attention on the ways in which scholarly publishers interact with universities, libraries, foundations, governments, and other institutions in their immediate environment. But aside from a few recommendations it makes about 'opportunities for collaboration,'[1] it has little to say about relationships among presses themselves. In particular, it is virtually silent on the subject of competition, and in this respect fails to give a complete and fully realistic picture of the world in which scholarly publishers operate. For just as their relationships with scholars (as teachers and authors) and librarians consist in a delicate balance of collaboration and conflict, so too presses join together in common cause for some purposes and meet in opposition for others. Competing in the acquisition of manuscripts may not be the only, or even the most visible, area of conflict. But it is one of the most potentially significant for both ill and good.

Competition in some form is 'natural' for any sector of an economy that takes as its model the 'pure' competition of the classical laissez-faire system. Scholarly publishing may be a protected or privileged sector, and its 'products' undoubtedly differ in important respects from the more standardized goods turned out by other industries. But is there good reason not to view manuscripts as counterparts to the raw materials basic to other industries and, accordingly, recognize competition for them as a natural

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and necessary part of doing business? Of course, what profits our 'suppliers' – the scholars who write our books – is almost always more than just money, and dealing with them is considerably more involved than merely negotiating a price. Still, a contract for a book formalizes an economic exchange in the same basic way a contract with any other supplier does, and the environment in which this kind of exchange takes place is at least implicitly competitive, too.

However 'natural' it may be, and however beneficial many of its effects (about which more will be said later), competition is not an unalloyed good. We are all aware of its dark and seamy side in the history of capitalism generally. What we may not recognize is the harm that competition, a relatively recent phenomenon in scholarly publishing, can do to our business specifically. At the heart of university press publishing is a very special process of review, which validates the imprint of a press: because of it, the imprint guarantees the proven scholarly merit of a work. Anything that tends to undermine or interfere with the rigour of that process is a potentially serious threat to the integrity and uniqueness of university press publishing. Competition of a certain kind promotes that tendency.

What kind? Competition takes various forms in scholarly publishing, and not all are worrisome or worrisome to the same degree. Within any one press friendly competition can occur among editors sponsoring different projects that must vie for the favour of the editorial board whose decisions to accept books may be constrained by the press's capacity to publish them. Such *internal* competition is unlikely to have any ill effects on the integrity of the press's procedures simply because the same 'rules of the game' apply to all; if anything, it should increase the rigour of the review process. *External* competition, by contrast, can be harmful because different 'rules of the game' may apply; the advantages to be gained from such differences can motivate presses in more or less subtle ways to follow practices that diverge increasingly from the ideal of maximum thoroughness.

External competition may be either *implicit* or *explicit*. The latter occurs whenever any two presses pursue an author for a manuscript at the same time and both know it; the former happens as a matter of course whenever an editor does more than wait for unsolicited manuscripts to arrive, for any activity in acquiring manuscripts involves selling one's press to an author in a way that is at least implicitly competitive. Explicit competition, in turn, can be either *direct* or *indirect*. Before a manuscript is formally submitted

to any one press, editors will compete indirectly, each trying to persuade the author to send it to his or her own press; after a manuscript has been formally submitted, and to more than one press, each editor will be competing directly with the others in getting it accepted as quickly as possible and in making an offer the author will prefer to those coming from the competition.

If it were not for the increasing prevalence of direct competition, the implicit and indirect kinds would be benign. An editor could concentrate on working with an author to develop an idea or dissertation or series of articles into a full-fledged book meeting the highest standards of scholarship and literary quality, without worrying that this effort might go for naught should another press lure the author away by offering a contract when the manuscript was still some distance from completion. The anticipatory dread of rapacious competition can infect implicit and indirect competition with the impulsiveness that characterizes the worst sort of direct competition, leading to the shortcircuiting of regular procedures, the too liberal use of advance contracts, the questionable resort to 'package deals,' and the like. My worry about competition, then, is primarily a worry about competition in this most direct of forms.

In a survey last May of 59 American university presses,[2] I asked about the principles and practices they follow in deciding whether and how to compete, and sought to probe the underlying dimension of their attitudes toward competition. Responses came from 86% of the presses: 9 large, 19 medium, and 23 small.[3] The questions and responses are given in detail in the tables and their notes; in the text that follows I shall summarize and comment.

Question 1. *Is your press willing to consider manuscripts simultaneously?*

Opinion is clearly divided among university presses over the costs and benefits of multiple submission of manuscripts. Over half the responding presses accept and participate in the practice.[4] What is perhaps most surprising is the degree to which small presses are willing, and some even are eager, to compete for manuscripts; and many that aren't at least take steps to find out whether they are involved in a competitive situation.

The practice has its justifications. For younger scholars and for authors of specially topical books, it reduces the risk of losing precious time in the review process which could jeopardize chances for promotion or for maximum sales. For more established scholars, it provides an opportunity to

QUESTION 1

Is your press willing to consider manuscripts simultaneously

	with another university press?			with a commercial press?		
	large	medium	small	large	medium	small
yes	7	4	10	7	4	9
occasionally	1	2	0	1	3	1
rarely	0	3	0	0	2	0
no	1	10	13	1	10	13

a/ How do you find out whether you are in competition for a manuscript?

ask routinely	4	9	11
learn from author or other	4	6	7
ask only if suspicious	1	1	1

b/ How is the decision to compete made: by an individual editor? according to a press policy (if so, what is it?)[1]

editor alone	7	1	4
editor plus/or editor-in-chief or director[2]	1	7	6

c/ If your press will compete, does it compete in all fields? in some fields? only in special circumstances? (please elaborate if time permits)

all fields	3	0	3
some fields	1	4	3
special circumstances[3]	4	9	3

NOTES

1/ There appears to be no set policy at any press whereby such decisions are made. 'Ad hoc' was listed where any answer was given.

2/ It must be remembered that at some smaller presses the director may be the only editor.

3/ Among special circumstances cited by large presses were outstanding quality of the book, special appropriateness to the list, commercial saleability, and authorship by a local faculty member; by medium presses, importance of the book or author, timeliness of the topic, availability of free advice, possibility of a rapid decision, and local authorship; by small presses, the potential return in dollars, the book's relation to a strong area of the list, prominence of the author, spectacular quality, contribution to helping the press gain entry to a new field, and the receipt of the manuscript no later than its submission to competing presses.

assess the value of the reputations which they have worked to build and which should command commensurate reward. An incidental benefit to all authors is the greater number of critical reviews produced by multiple submission, and hence the greater likelihood that the published book will be freer of flaws and stronger overall. The publisher, meanwhile, is encour-

QUESTION 2

If your press is willing to compete, how many manuscripts have you considered on this basis during the past year?

	large	medium	small
fewer than 6	0	5	8
between 6 and 12	2	2	4
more than 12	6	0	1

a/ Is it your impression that over the past five years such competition has increased, stayed the same, or decreased?

increased	8	8	10
stayed the same	0	1	2
decreased[1]	0	1	0

b/ Roughly what percentage of your competition is with other university or non-profit presses?

10% or less[2]	2	1	3
25%	0	2	1
50%	2	0	1
75%	2	3	5
90% or more	0	2	0

c/ Can you specify any factors that give other university presses an advantage over your press in competing for manuscripts?

d/ Can you specify any factors that give your press an advantage?

	other presses			our press		
	large	medium	small	large	medium	small
advance contracts	2					
higher advances or royalties	2	2	2	1		
faster production	2			2	3	4
simultaneous or guaranteed paperback	2			1		
prestige, reputation		4	7	4	2	1
size of list		4	6	1		
marketing capability		1	3	4	2	1
acquisitions activity		3		1	2	
faster review		1	1		3	2
geographic location		3	1		2	3
quality of design and production	1			2	4	3
low prices[3]	1					
strength of list in special fields or series	1		1	3	5	2
editorial quality				2	3	1
personal attention					3	6
British office				1		
none	3					

aged to be more conscious of the relative efficiency and quality of his operation, and thus to keep pace with advances in the industry by moving to remedy comparative weaknesses.

There are dangers in the practice, too, of course. The fever of the auction room in this artificial atmosphere can lead to unrealistic expectations on the part of the sellers and excessive offers on the part of the buyers. The excitement and tension of the horse race can tempt competitors to cut corners or bend rules. Although there is no generally recognized code of behaviour in publishing analogous to the formal rules of the track or the more informal etiquette of the auction, it is not unreasonable to insist as a minimum on two principles. First, as the National Enquiry rightly emphasizes,[5] authors should *always* inform publishers when they submit their manuscripts to others at the same time. Second, in order to minimize wasted time, money, and effort, authors should agree not to accept any offer until all have been received, as long as no publisher's review extends unduly (beyond four months, say); publishers in turn should then abstain from pressing authors to decide before the period closes. These basic rules of fair play would give all the presses participating an equal chance to make an offer without infringing on the normal process of review.

Even so, there is the lingering danger that the priority given to multiply submitted manuscripts may adversely affect the handling of works that have been submitted exclusively and do not demand such immediate attention. Also, one might worry that if the practice of multiple submissions became too widespread, it might seriously disadvantage smaller presses, which stand to lose in competition with larger houses with more resources and prestige. Yet precautions can be taken to keep the former tendency from getting out of hand. And it may be that, as the most optimistic of the smaller presses claim, they can get more manuscripts by competing than by not. Since authors tend to submit their manuscripts first

NOTES TO RESPONSES TO QUESTION 2

1/ The one press noting a decrease qualified it by citing it for only some fields. One large press reported that it was only recently able to tell how much competition has been increasing.

2/ These ranges were not specified in the questionnaire, and the responses have been grouped in these categories with some degree of arbitrariness – e.g., an answer of 20% is listed under 25%, and 'most' is considered 75%. Since the answers came as guesses, not based on actual tallies, such approximations would appear to be harmless as long as they are understood as such.

3/ See note 7 at end of article.

to the most prestigious presses,[6] without multiple submissions smaller presses might not even have a chance to exhibit their virtues to the authors of the books they want the most.

Question 2. *If your press is willing to compete, how many manuscripts have you considered on this basis during the past year?*

The answers to the principal and subsidiary questions are self-explanatory. A large majority of the presses share the National Enquiry's view that 'competition has increased in recent years.'[8] Medium and small presses tend to compete most with other non-profit publishers, while large presses compete as frequently with commercial publishers as with other presses. The variety of factors cited as advantages or disadvantages demonstrates how multifaceted a phenomenon competition is, although it is no surprise that large presses rely most on general prestige and marketing clout to win over authors while small presses stress the personal attention they can offer.

Question 3. *Does your press offer advance contracts?*

Question 4. *If your press offers advance contracts, what material is required for evaluation?*

The answers show that advance contracts, often accompanied by monetary advances, are increasingly becoming tools of competition. Large presses are using them more, evidently, because they are already involved in competition that is growing more intense all the time. Medium presses are just beginning to get more actively involved, apparently, as they expand their lists and put more emphasis on aggressive acquisitions. Small presses are changing their policies and thinking about engaging more in competition.

There is variation in the procedural rules governing the approval of advance contracts and the review of projects completed. Theoretically, the range could extend from a policy permitting individual editors to issue contracts in the name of the press for projects proposed in the most schematic of forms, without external review of the initial prospectuses and without editorial board approval of the finished manuscripts, to a policy requiring initial endorsement of proposals, described in maximum detail, at all levels up to and including the editorial board, including external

QUESTION 3

Does your press offer advance contracts (i.e., commitments to publish, with or without conditions attached, before a manuscript has been completed)?

	large	medium	small
yes[1]	9	17	17
no	0	2	6

a/ If so, did the number offered last year increase, stay the same, or decrease from the preceding year?

b/ Would you say that the number of advance contracts offered by your press has increased, stayed the same, or decreased during the past five years?

	in the last year			in the past five years		
	large	medium	small	large	medium	small
increased	5	9	3	8	14	7
stayed the same	4	6	11	1	2	9
decreased	0	1	0	0	0	0
c/ Can you give reasons for this?						
competition				5	2	1
acquisitions activity					4	
growth					2	1
change in policy or attitudes					4	3
more translations				2		
desire for more marketable books				1	1	
desire to improve quality of list				1	1	1
other[2]				2	3	3
d/ Who must approve an advance contract?						
listbuilding editor				0	0	0
editor-in-chief or director (or both)[3]				3	8	3
editorial board					4	3
all of these				6	5	6

NOTES

1/ Of the small presses answering affirmatively, six said 'very rarely,' two 'sometimes,' and one mentioned using advance contracts only for a special series. One of the small presses answering negatively said it would use them in the future.

2/ Among 'other' reasons for large presses were rising authors' expectations and the desire to have a 'reservoir of in-process futures'; for medium presses, 'better planning' and 'extreme caution'; for small presses, pressure on the editorial board, the demands of series, and the consistent attitude of the decision-maker.

3/ One large press where the director normally approves advance contracts also sometimes requires the approval of the editorial board. Five small presses mention the director and editorial board working in conjunction in approving advance contracts.

evaluation and subsequent board approval of the completed manuscript after a further round of outside scrutiny. Happily, no press polled follows the loosest possible procedure, which would make it indistinguishable from a commercial publisher. The closest to this extreme is a medium-sized house which does not need to ask its editorial board for approval of a proposed project, requires at least a detailed chapter outline and usually (but not always) sample chapters accompanying it, does 'almost always' seek outside reviews (except for an 'obvious winner on past record,' such as an author regularly published by that press), but does not have to submit a completed manuscript to its board, although it 'almost always obtains scholars' readings' of any finished manuscript accepted under advance contract. This is not one of the more competitive presses in its group; it does not consider a manuscript under multiple submission, for instance. Thus, it evidently is not using the potential advantages of its relatively loose procedure to compete unfairly with other presses. At the other extreme, two large, one medium, and nine small presses closely approach and often attain the maximum rigour possible in procedures for approving and reviewing advance projects secured under contracts.

In Question 4, I asked what material is required for evaluation before an advance contract is offered, and listed the following: 1/ curriculum vitae, 2/ table of contents, 3/ synopsis, 4/ detailed chapter outline, 5/ sample chapters, 6/ all of these, 7/ additional material. Of the large presses, six usually require all of these (though one said it was unusual to see sample chapters), one requires the first three, and one requires the third and fourth; one likes to have reviews of previous books, if relevant. Of the medium presses, eleven expect to have most or all of these; one settles for a synopsis alone, but four others want at least two of the first three items plus usually sample chapters; and one likes to have the author's evaluation of the market and competition with other existing works. Of the small presses, nine prefer to have all of these, while four others will do without one of the last three specific items; one likes to have reviews of previous books, and another information about permissions.

As part of Question 4, I also asked respondent presses to attach a copy of their standard advance contract, letter of intent, or comparable document. Seven large, eight medium, and seven small presses reported that they use the regular contract with or without a special clause underlining the provisional nature of the agreement; two medium presses devise a contract

QUESTION 4

If your press offers advance contracts, what material is required for evaluation? [For answers, see text.]

a/ Are outside reviews necessary for approval of advance contracts?

	large	medium	small
always	3	3	10
almost always	3	1	1
sometimes	2	11	5
no[1]	0	2	1

b/ Must your press's editorial board review the completed manuscript for which an advance contract has been offered?

yes	6	13	14
no (or usually not)[2]	3	4	2

c/ Has your press turned down a manuscript accepted under an advance contract for reasons other than scholarly merit?

yes[3]	0	3	3
no	7	13	13

d/ What percentage of books accepted under advance contract that were originally expected to be ready for publication in the last five years have actually been published during that period?

10% or less[4]	1		2
25%			1
50%	3	7	
75%	3	2	2
90% or more	1	4	4

e/ Will your press give monetary advances?

yes[5]	9		11
rarely		6	
no		9	6

f/ If so, what is the average advance?

under $500		3	4
$500–$1000	1	2	4
$1000–$2000	5	1	
over $2000	1		2

(Table continued on page 122)

QUESTION 4 (continued)

g/ What is the top limit of such advances?

	large	medium	small
$500		1	
$1000		1	2
$1500	2		1
$2000	2	2	1
$2500			1
$3000		1	
$5000	2		2
none		1	2

h/ How often were monetary advances made during the past year?

0–5	3	5	13
6–15	4		
more than 15	1		

NOTES

1/ Under what circumstances would no review be necessary? Presses cited the distinguished reputation of the author, his previous publication with the press, the impressiveness of the dossier, the 'trade' nature of the title, connection with a series, sponsor review, and the necessity for an immediate decision in the context of competition.

2/ All three of the large presses answering 'no' require editorial board approval of advance contracts and generally send completed manuscripts out for review. Several other presses referred to the authority delegated to series editors by the editorial board.

3/ Reasons cited (hypothetically) by large presses were excessive costs or length exceeding that stipulated in the contract. Actual reasons cited by medium presses were failure to meet the deadline and financial infeasibility. Reasons given by small presses included lack of subsidy, inability to secure permissions for an edited volume, and 'the market.'

4/ See question 2, note 2.

5/ Two medium presses stressed that advances are given only for specific purposes, such as the preparation of the manuscript, illustrations, indexing, or permissions.

for each case as it comes along. Only one press has a formal statement of policy establishing guidelines for the use of advance contracts.

Advance contracts are not always or even most commonly used for competitive purposes, of course, and can be valuable in a number of other circumstances. They are most helpful when close co-operation between press and author is essential from the start of a project, as with a big atlas or other complicated reference work. They may be necessary in commissioning translations or in spurring an author (often a scientist) to write a book he or she might not otherwise want to spend the time on. Occasionally, they may be needed to help an author with funds for unusual expenses

(say, for acquiring photographs) or to enable an author to get funds from other sources. They may, finally, be a prime ingredient in some series, perhaps especially in science. But beyond these situations their use can easily lead to abuse, to the detriment of authors and publishers alike.

Advance contracts are inherently unequal, in my opinion, and are therefore only quasi-contracts of dubious ethical, and sometimes legal, value. Authors are bound by them when they affix their signatures, but publishers are not, at least in quite the same way: authors who accept them have to submit their manuscripts to the designated publishers, but the publishers are not strictly obliged to publish them, owing to the notorious 'escape clause' all such contracts contain. The disadvantages to an author can be great if, for example, the sponsoring editor has left the house by the time the completed manuscript arrives and the interests of the house have shifted; then his book might be published grudgingly, given no promotional push, and allowed to drop out of sight (and out of print) quickly. We have all heard stories of such misfortunes suffered by academics who have given their works to commercial houses; it is sheer snobbery and self-deception to believe that the same thing cannot happen with a university press. The initial sense of security that an advance contract may give to an author can easily turn into worry, frustration, and regret at a later stage, and neither author nor publisher will benefit from the relationship ultimately. An author who has confidence that his work will be good enough to publish is better advised to wait until he has finished it; then, if it is really good, he can pick the publisher who at *that* moment seems best for it, and he will have lost nothing in the process. An advance contract, it is true, *may* help a scholar gain tenure or a promotion; but this is scarcely a good argument for their use, only a good argument against the more frantic manoeuvres of the academic system of professional advancement.

My main objection to the proliferating use of advance contracts, from the publisher's side, is that they can too easily lead to the subtle erosion of scholarly procedures and standards at university presses. Procedures are undermined whenever in the haste to beat a competitor a press director decides, if he can, to do without external reviews or to bypass his editorial board or both, as some have the authority to do. These more neutral sources of advice and perspective can help check misguided enthusiasms: anyone who has worked with readers and an editorial board knows how many mistakes they have prevented him from making. Scholarly publishers don't bury mistakes, like doctors; sometimes they remainder them,

QUESTION 5

Does your press's standard contract contain a 'first-option-on-next book' clause? Have you ever invoked the clause in the past five years?

	contains the clause			invoked the clause		
	large	medium	small	large	medium	small
yes	4	7	5	3	1	4
no	5	11	18	1	6	1

as is often said, but many mistakes simply never see the light of day because consultants did their jobs properly – and no one tried to make an end run around them. Standards are lowered, and reputations sullied, whenever bad books bypass the process. No one profits – except perhaps the author, who gains some undeserved prestige from his book's association with the press, though that institution's prestige will not last long if such mistakes occur with any frequency. Reviewers will do their job eventually!

Too many presses, I suspect, are overly impressed by the reputed 'distinction' of a few scholars and are unseemly eager to land their latest offerings, however ephemeral, especially if the topics are 'hot' and likely to sell in quantities a commercial publisher would envy. And so these presses grab at books when they first hear of them, even if they exist as not much more than vague promissory notes. The fever of speculation is abroad in the land of university publishers, the gold rush is on. But is there all that much gold out there? More careful scrutiny would reveal much of it as pyrite – fool's gold. Datus Smith, a former director of Princeton University Press, pointed to the danger of such speculation in 1966 in *Publishers Weekly*: 'The press that cuts corners as to scholarly standards in the hope of financial gain – with the flattering unction that the income will be used, some day, for noble purposes – not only betrays its principle but gives away its most valuable asset. The scholarly vigour of the whole backlist is of far greater importance to the financial well-being of a university press than the pyrotechnics, however beautiful, of a few current titles.'[9]

Question 5. *Does your press's standard contract contain a 'first-option-on-next-book' clause? Have you ever invoked the clause in the past five years?*

A few respondents admitted to deleting the clause 'sometimes' or 'frequently' at the author's request, and even those presses that occasionally

invoke it – in a sense one respondent identified as closer to religion than to law – almost never really insist that it be honoured.

I wish option clauses could be written in disappearing ink. It is nice to let an author know your press hopes the relationship will be a lasting one, and perhaps an author derives some comfort from this assurance of continuing interest in his work. But, as with advance contracts, which option clauses resemble in some ways, the early feeling of security may be replaced by a sense of being trapped or chained, held down by an obligation the author may long since have ceased to regard as natural or deserving of much respect, even if it is legal.

Yet is it legal? Richard Dannay, a lawyer specializing in contracts who has given valuable advice to the AAUP in the past, wrote: 'The publisher often requires an option on the author's next work. Since the rationale alleged is that the publisher deserves this right by incurring the financial risk of publication of the earlier work, the provision should have no applicability in the case of established writers or successful works. If the option cannot be deleted, it may in any event be legally unenforceable where the terms of later publication are too indefinite (e.g., where the terms are to be agreed on by the parties, or are to be "fair and reasonable"). Where the work under option is to be published on the same terms as the earlier work, or perhaps even on terms "no less favourable" to the author, the option may be enforceable since an identifiable standard is available.'[10] This advice provides good reason either to do away with the clause or to make it clear and precise indeed. But since no press apparently ever wants to take an author to court over an alleged violation, why not get rid of it? The clause can 'upset' authors or lead to 'unpleasantness,' as some presses testify. If it is strict enough to be enforceable, it won't be used; and if it isn't, it can't be used. Is there any good reason to retain it? William Harvey called it 'inappropriate to the traditional relationship between an author and a scholarly press.' I do not agree with his further assessment that 'it is relatively harmless.'[11] I have seen too many inexperienced and well-meaning authors tortured by their struggle to understand and honour the obligatory force of this subtly subversive agreement.

Question 6. *How often are the following inducements offered to persuade authors to sign contracts in competitive situations?* [See list in table.]

I was surprised how many presses will offer 'package deals' to entice

QUESTION 6

How often are the following inducements offered to persuade authors to sign contracts in competitive situations?

	often			seldom[1]		
	large	medium	small	large	medium	small
special royalty rates	2	1	4	7	13	6
monetary advances	6	1		3	7	8
fast production schedules	3	3	6	6	11	3
special design treatment	2	1	1	7	12	6
extra (usually major-media) promotion	3	2	1	5	7	4
simultaneous or later guaranteed paperback	2	3	5	7	9	6
package deals				6	5	6

	never		
	large	medium	small
special royalty rates		2	5
monetary advances		8	6
fast production schedules		2	7
special design treatment		3	5
extra (usually major-media) promotion	1	7	8
simultaneous or later guaranteed paperback		4	5
package deals	3	11	8

NOTE

1/ It became clear from the responses that 'seldom' was too limiting a category; therefore, answers of 'sometimes' are also counted in this column. The example of a package deal given in the questionnaire was 'accepting a collection of previously published essays to get a major original book.' A few responses were not counted, such as the claim from a couple of small presses that their standard design treatment was special enough already.

presumably well-established authors to hand over their *real* books along with collections of previously published essays or other 'nonbooks.' There is undeniably a utilitarian value to publishing such collections; students probably can benefit from having the master's essays neatly and conveniently packaged, rather than scattered about in many more or less accessible journals. But is this benefit worth the price to the press in diversion of resources that is often required to make the book aesthetically appealing, through complete resetting? And does such a book add any great lustre to a

QUESTION 7

Do editors from your press regularly visit other college campuses, including those with their own presses?

	large	medium	small
yes	6	7	7
occasionally	3	3	6
no	0	9	9

a/ If so, do you inform those presses in advance or pay them a courtesy call?

yes	0	1	2
usually	0	3	2
sometimes	6	2	3
no	2	2	3

QUESTION 8

Does your press regularly bid for books offered by institutions (like the Rand Corporation, Twentieth-Century Fund, etc.) that send them to multiple publishers? Have you won more often than you have lost such bids?

	large	medium	small
yes	4	1	2
occasionally	4	6	1
no	0	12	18
won more than 50/50	4	0	1

QUESTION 9

Do you have exclusive arrangements with institutions beyond your campus for publishing their books?

	large	medium	small
yes	5	7	6
no	4	12	17

a/ If so, were they sought to exclude competition from other publishers?

in part[1]	3		2
no	2	7	4

NOTE

1/ Some presses that admitted to having given weight to the competitive advantages in contracting for exclusivity stressed that this was 'not the only motivation, obviously' and put the emphasis on other advantages, such as its being an 'effective way of acquiring manuscripts with a minimum of hassle.'

press's list, or enough to justify accepting it on its own without other compensations? If the last question cannot be answered in the affirmative, then again the press may be contributing to the erosion of its procedures and standards.

Princeton University Press has met the question of diversion of resources by placing such repackaging jobs in a distinct category, more akin to a paperback reprint than a new book. They are manufactured as cheaply as possible by photographing the essays as originally printed, and sold cheaply, too, mainly as paperbacks for the student market they are meant to serve. This seems preferable to producing them in cloth editions which can be afforded only by libraries that are likely already to have the journals from which the essays come.

Question 7. *Do editors from your press regularly visit other college campuses, including those with their own presses?*

Many acquisitions editors find visiting other college campuses regularly, or at least occasionally, a useful way of learning about new projects or of following up on projects already discovered in other ways. Since some of these campuses have their own presses, such scouting could be regarded as an invasion of the home press's turf and competitive for that reason alone. This is a sensitive issue for some. Still, presses should feel free to seek the best authors in fields in which they publish, wherever those authors happen to be; otherwise, it would be impossible, for presses of *any* size, to build a truly first-rate list of national scope and significance.

Question 8. *Does your press regularly bid for books offered by institutions that send them to multiple publishers?*

Multiple bidding seems perfectly acceptable as a form of competition, but only if the second of the 'basic rules of fair play' identified above is respected by all parties to the contest, the sponsoring institution as well as every one of the publishers involved. If the institution and any one of the publishers reach agreement before the others have had a chance to make their bids, there is a breach of fundamental courtesy.

Question 9. *Do you have exclusive arrangements with institutions beyond your own campus for publishing their books? If so, were they sought to exclude competition from other publishers?*

Exclusive arrangements are cause for concern only to the extent that

QUESTION 11

Overall do you consider competition to be a boon, a bane, or a mixed blessing?

	large	medium	small
boon	1	2	7
bane	2	1	5
mixed blessing	6	10	5

they may at times bring pressure to bear on a press to lower its standards or loosen its procedures in order to allow an inferior manuscript to be accepted because the sponsoring institution wants it published in a series. Unless there can be justified confidence in the high standards of the sponsoring institution, a non-exclusive but close and continuing relationship would seem preferable. There is always then the option of turning away a weaker manuscript, or one less appropriate for the list, with less risk of injuring the sponsor's feelings or of disrupting the smoothness of the relationship. Of course, the ability to sustain a non-exclusive relationship depends on how much the sponsor wants to publish with the press regardless of the risks involved, and not every press may be able to exert that strong an appeal. Still, for those that can, it is best to keep the freedom to say 'no thanks.'

Question 10. *Are there some fields in which you compete where you find competition to be much keener (with all kinds of publishers) than in others? If so, which fields (either broadly – science, social science, humanities – or more specifically)?*

The responses to this question were so varied – ranging from Western Americana and Indian studies through health and veterinary medicine to engineering and statistics – that probably the safest conclusion to reach is that presses find the competition keen wherever their strongest interests lie. If one were to hazard any generalization at all, it would be that competition is most keen in the social sciences generally (and anthropology, perhaps, in particular), tough in natural science for those relatively few presses that publish in the field, fierce for some in history (American especially), and least pronounced in the humanities (which only two presses, neither large, cited).

Question 11. *Overall do you consider competition to be a boon, a bane, or a mixed blessing? If you have time, please explain in what respect.*

The summary table hardly does justice to the nuances in the attitudes

expressed. The following sampling of opinion suggests the range of positions taken and is an appropriate conclusion to this article.

LARGE PRESSES

It is a system-wide waste of editorial overhead and, when we lose, a waste of house editorial resources.

A mixed blessing: it keeps us on our toes but can lead to a waste of resources.

It's good for the author, of course, and it makes for lively, suspenseful nail-biting involvements. Since it adds pressure to an already pressureful profession, it isn't what I would describe as a joy (or a boon). What it really is, of course, is a fact of life and, like Love, Death, and Taxes, is irremediable.

MEDIUM PRESSES

Of course all presses are competing in a broad sense when an author is choosing a publisher. Such competition is inevitable in the absence of restraints, either governmental or oligopolistic, and so desirable that I would oppose any restraints on competition in publishing with my last ounce of strength. Simultaneous submission in scholarly publishing, however, is a practice that I strongly discourage among would-be authors, on two grounds: its diversion of scarce resources from more productive uses, its chilling effect on author-editor relations. Close to 99% of our prospective authors are convinced by my case against simultaneous submission.

I consider it a bane in these ways: 1/ I like to win and hate to lose. 2/ It turns scholars into fools – I mean that scholarship should not be considered a competitive enterprise. 3/ I feel silly competing for a specialized monograph to which competition should simply not be relevant. 4/ I'm all for pluralism – many publishers interested in the same subjects mean that a good book will make its way in the world – but competition for specialized monographs can often, I think, lead to the publication, as books, of, e.g., dissertations that should have stayed *dissertations.*

I think its chief virtue is that it makes us more alert to opportunities and more critical of our own operation as we think

about what we have to offer authors in comparison with other presses. It does, however, put a strain on standard procedures of evaluation and acceptance, which are not always easy to reconcile with the practice of offering advance contracts. And if academic authors come to expect monetary advances from university presses, it will make it difficult for those presses that are unable to offer them. I'd hate to see scholarly presses get into the auction business!

Competition keeps us on our collective toes. It can also be a pain in the groin in dealing with authors who are either in the driver's seat, or mistakenly think that they are.

Certainly it keeps us on the ball and occasionally makes our adrenalin flow. Certainly it makes us more thorough.

SMALL PRESSES

It is a vulgar practice unworthy of any university press.

Competition is unnecessary; there are enough manuscripts to go around twice.

We win some, we lose some, but competition helps to keep our standards high.

It's one of the best ways to stay honest.

Clearly, we acquire manuscripts that we would otherwise not have a chance to get by agreeing to compete. That usually benefits the author as well, since he (she) gets quicker responses and usually more money. Also, a press that wishes to have a national reputation, as we do, must compete with the established presses to do that. Aggressive publishing is, on the whole, a good thing, and competition is part of that. The result is better, more saleable books spread among more presses. We also thereby have a chance to begin breaking even.

A bane. Not because we lose so many, though we do lose our share. Partly because I am personally not very competitive by instinct. Mostly because I don't take either my own 'winning' or the greater glory of my press as important in the larger enterprise of scholarly publishing. What is important is that deserving books be published, and published well; not that I *sign them up, or that* we *publish them, as opposed to* you.

This paper is based on a talk presented at the annual meeting of the Association of American University Presses at Salt Lake City, 25 June 1979. I want to thank my colleague Gail Filion for her help with the preparation of the questionnaire and my co-panellists – Grant Barnes, Colin Day, and Carol Orr – for stimulating comments on the results reported and the point of view I expressed about them.

1/ *Scholarly Communication: The Report of the National Enquiry* (Baltimore: Johns Hopkins University Press, 1979), pp. 99–103

2/ The survey was of the members of the Association of American University Presses, with two groups excluded. I did not include presses based outside the United States (among them the multinational giants, Oxford and Cambridge) lest their size or different mode of operation skew the results; nor did I include the four non-university institutional member presses, which generate their own manuscripts internally.

3/ One additional press responding forgot to designate its size. Size seemed the most useful variable for analysing differences among presses in their competitive practices and attitudes rather than, say, geographic location or affiliation with a public or private university. I asked presses to identify themselves as small if their average annual output of new cloth titles over the past five years totalled under 25, medium if it was between 25 and 75, and large if it was over 75. Comparing the self-categorizations in the responses with the AAUP title output survey for 1978 leads me to believe that most presses probably ignored the restriction to new *cloth* titles and included all new titles whether cloth or paperback. In retrospect, I think it was a mistake to make that restriction. Anyway, if total new titles in all forms (but not reprints or new editions) are counted, the AAUP survey shows 28 small presses, 23 medium, and 8 large according to my categories; if only new cloth titles are taken as the criterion, the survey comes up with 36 small presses, 16 medium, and 7 large. The former figures are much closer to the distribution I got from my sample. It is probably safe to assume that all the large presses responded, and that the small and medium presses are about equally underrepresented.

4/ The National Enquiry was wise to qualify its statement that 'multiple submissions are here' with the phrase 'according to *some* press directors'! (*Report*, p. 113 (my italics)).

5/ *Report*, p. 114

6/ *Report*, p. 94

7/ Colin Day of Cambridge University Press, in commenting on the talk on which this paper is based, rightly warned of the dangers in offering 'price guarantees' or unrealistically low prices in competing for manuscripts. Prestige cannot be safely bought at the price of economic ruin. 'Low prices' were not listed among the factors in question 6, and no press thought to add it. University presses may be non-profit, but they are not anti-profit.

8/ *Report*, p. 95

9/ Quoted in Gene Hawes, *To Advance Knowledge* (New York: American University Press Services, Inc., 1967), p. 20

10/ Richard Dannay, 'A guide to the drafting and negotiating of book publication contracts,' in *Current Developments in Copyright Law: 1975* (New York: Practising Law Institute, 1975), vol. 1, pp. 321–2

11/ William Harvey, 'The publishing contract,' *Scholarly Publishing*, vol. 8, no. 4, July 1977, p. 303