

1 original  
3 copies

Santiago, Chile  
29 October, 1955

Martin L. Wolf, Director,  
Library Publishers,  
8 West 40th st.,  
New York 18, N.Y.

Dear Mr. Wolf:

It occurs to me that a misunderstanding or mis-reading of language ~~anywhere~~ in the contract between us has ~~given rise~~ been the cause of the offensive <sup>let</sup>ter you wrote me on October 25, 1955, and other similar letters in the past. For that reason I am writing you in English now, and am also taking the liberty of sending you an exact ~~XXXXXXXXXXXXXXXXXXXX~~ English translation of the contract which you signed on December 16, 1953.

In order to clarify this matter once and for all, I will refer you to copies of letters you have written me over the past year, beginning with your letter of September 24, 1954, in which you state, and I quote:

"One aspect of your letter causes considerable concern. You state that your book will be published very soon in Germany and France, and that steps are being taken to ~~to~~ obtain translations and editions in England and Italy. I refer you to our contract which is dated December 22, 1953, wherein you have conceded to us, for a period of eighteen months following contract date, the authorization to arrange for translations and other editions and publications of your book in all languages except for Spanish.

"Consequently, your apparent violation of the contract comes as a source of genuine surprise to us. Will you please explain?"

The explanation is simple, Mr. Wolf, and is contained in the contract itself as well as in the negotiations leading up to its signing. The contract specifically states, in Clause 4, that my authorization ~~for you~~ to you extends, and I quote from the contract:

"...for a period of eighteen months, counting from the date on which the edition referred to is published..."

The authorization is not for eighteen months following contract date as you state in the letter cited above.

of September 30, 1954

Following my explanatory letter ~~of September 30, 1954~~ you wrote me on ~~September 24, 1954~~ October 14, 1954, a letter in which you state:

"We accept your interpretation of the contract with respect to 'exclusive' disposition rights of translations other than into English.

"However, since you are obliged to give us 50% under any contract you arrange, we felt that with our contacts we might have obtained considerably higher payments or royalties in connection with translation rights to other publishers." And, at the end of your letter: "Kindest regards, and we trust you will keep us advised of

your progress with respect to the sale of other rights, in which we have an interest of 50%."

the  
In order to correct ~~you~~ misconceptions evidenced by you in this and succeeding letters I refer you to the ~~negotia~~ correspondence ~~of~~ containing proposals and counter-proposals which led to final agreement on terms of our contract. That correspondence clearly fixes the essence of our agreement to be the following:

# In return for payment of \$250.00 I ceded to Library Publishers authorization to publish a single, first edition only of my book in the English language and in the United States.

Secondarily, I ceded to Library Publishers for a period of eighteen months following publication of the book in the U.S. authorization to undertake negotiations which might lead to publication of my book in other languages than English or Spanish, ~~or~~ in other communications media. *presentation*

In our previous correspondence you had clearly rejected my offer to give you exclusive rights to "Hijo de ladron" in exchange for a payment of \$250 advance against standard author's royalties on the ~~American edition~~ North American edition. And instead, as our contract clearly specified, you paid me \$250 only for the right to ~~publish~~ a first, U.S. edition, and I offered to pay you 50% of any author's rights which might accrue to me through your efforts to ~~achieve publication of the book elsewhere.~~

The key word in Clause 4, Mr. Wolf, is "gestionar." The Royal Spanish Academy defines ~~the word as follows~~: "Gestionar--Hacer diligencias conducentes al logro de un negocio o de un deseo cualquiera." Translated into English, that means: to take steps, or to exert ones self in a manner conducive to the achievement of a transaction or of any sort of desire.

In other words I agreed in the contract to pay you fifty percent of any contract which you had taken steps or exerted yourself to obtain for my approval. That situation has not yet arisen, and, so far you have only taken steps and/or exerted yourself to claim a ~~hypothetical~~ fifty percent of a great many hypothetical sums which you have done nothing whatever to earn. ~~And, if that were not enough, you have~~ Since you turned down my offer of exclusive rights in return for standard royalty agreements, and since you further admit in your letter of October 14, 1954, that my interpretation of "exclusive" rights is correct,<sup>2</sup> I can only assume that your letters from September 24, 1954, onwards, are malicious attempts to break the contract we have signed and so to steal the fruits of my labor and my efforts in procuring publication of my book independently of Library Publishers. That assumption is reinforced by your unauthorized use of ~~the~~ Mauricio Amster's cover design for the Chilean edition, ~~and your refusal~~ in which the only modification you made was to remove the artist's signature, and your subsequent refusal to discuss compensation with Mr. Amster.

*a possible*

In conclusion, I deeply resent your gratuitous charges and your evident attempts to justify violation of your contract with me. To paraphrase the last sentence of your letter to me, dated October 25, 1955, I "suggest that you comply" with the contract terms "in order to prevent endangering your publishing career and reputation the world over."

Most sincerely,

Copies to:

Authors League of America, Inc. (6 E. 39th st., New York 16, N.Y.)  
 Writer's Digest (Cincinnati 10, Ohio)  
 American Book Publishers Council, Inc. (62 W. 47th st, New York 19, N.Y.)

*estas diez copias, no*

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Sucesión Manuel Rojas

391101

D. Ramón Ycañeta:

Preguntale de un parte si me tiene  
alguna noticia

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Sucesión Manuel Rojas