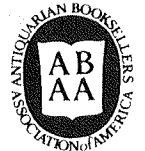




# The ABAA NEWSLETTER

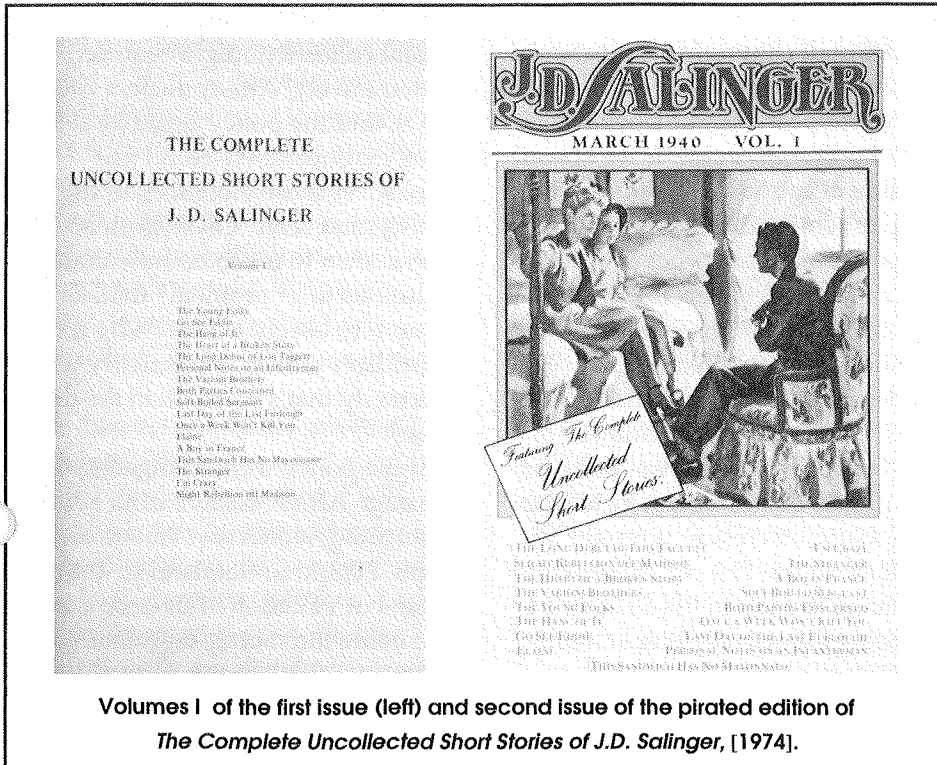


VOLUME FIVE, NUMBER 2

ANTIQUARIAN BOOKSELLERS' ASSOCIATION OF AMERICA

WINTER, 1994

## Debate Over Sale of Piracies Continues



Volumes I of the first issue (left) and second issue of the pirated edition of *The Complete Uncollected Short Stories of J.D. Salinger*, [1974].

*This issue of the ABAA Newsletter is largely devoted to the ethics of trading in piracies. In September 1993, the Ethics Committee presented to the Board of Governors a "piracy statement" for adoption, which was tabled for discussion (see Newsletter V, 1). This statement is still under consideration by the Ethics Committee, as is a revision of paragraph 3 (clear title) of the ABAA Code of Ethics. A segment of this discussion is before you now in the form of letters from ABAA members. More letters will appear in our April issue (deadline March 15, 1994). The Newsletter would like to hear from anyone who has an opinion on this subject, including subscribers and other readers who may not be part of the ABAA membership.*

## New Faces Will Come to the Board

The ABAA Nominating Committee, chaired by president emeritus Muir Dawson, reported at the November meeting of the Board of Governors that the slate of nominations for ABAA officers and governors had been filled. The Board voted unanimously to accept the recommendations as submitted.

The Committee introduced nominations for governors in the Class of 1998: Jordan Luttrell, Meyer Boswell Books, San Francisco, from the Northern California Chapter; Donald Heald, New York NY, from the Middle Atlantic Chapter; and

Tom Congalton, Between the Covers, Haddonfield, NJ, at-large.

Nominations were also received for all national offices: for president, Rob Rulon-Miller St. Paul, MN (see page 8); for vice-president, Jennifer Larson, Yerba Buena Books, Pittsford, NY; for secretary, Jeffrey Marks, Rochester, NY; and for treasurer, Robert Fleck, Oak Knoll Books, New Castle, DE. Mr. Fleck and Mr. Marks are running for second terms in office. Mr. Rulon-Miller is currently vice-president; Ms. Larson is a governor, class of 1994. ■

From: Ken Lopez,  
Hadley, MA

Having read the text of the piracy statement that the ABAA Ethics Committee has proposed, I am hard-pressed to understand either a rationale for the existence of such a statement in the first place, or a reason why, if there were going to be such a statement issued by a booksellers' association, it should apparently strive to protect copyright holders' rights and interests rather than booksellers' rights and interests. Surely, authors and publishers have legal representation to look after their interests and do not need booksellers volunteering to do so for

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## Debate Over Piracies

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them, particularly in such ambiguous terms. Why the basic premise exists that we booksellers must legislate ourselves not to infringe on authors' or publishers' copyrights is a mystery to me. Is this a bigger problem that I (or anyone I know) am aware of? It seems like overkill to me, responding to a *small, potential* problem, with a large, sweeping policy, which hinders booksellers in our normal trade, and puts us at risk from our own organization in addition to any risk we might inadvertently face from a publisher or copyright holder. Two wrongs don't make a right. In this case, however, there are a lot more than two wrongs.

In addition to the fallacious basic premise of the policy—that copyright holders need to be protected from piracies *and* that it is our job as booksellers to do that—the policy has more insidious faults. The foremost of these is that it limits booksellers in what we may sell and, in so doing, removes us from performing one part of our primary responsibility—that of being agents for the preservation of literary culture, in all its forms, and the vehicles for moving the artifacts of that culture into the repositories for it—the libraries, institutions and private collections that take as their *raison d'être* the preservation of the printed word. ABAA's Ethics Committee would decree that only those artifacts of culture that have been formally sanctioned by legal commerce should be preserved; all others should disappear. That's ridiculous.

Literary piracies are an important part of literary history, and have been since at least the days of *Don Quixote*. The pirated editions of D. H. Lawrence tell a great deal about the impact Lawrence had on his time, as do the Henry Miller or James Joyce piracies that were done when those authors were unpublis-

able for various reasons. To limit ABAA members' ability to deal in items that contribute to literary history is to strip us of our ability to perform the most significant and legitimate function that booksellers have.

There are any number of reasons why a bookseller may encounter a book that *might be* considered to violate a copyright holder's rights. The fact is, booksellers are not copyright lawyers, generally, and there are subtleties of copyright law that even lawyers can disagree on. How then are we supposed to know what is or isn't a protected item? If we err on the side of caution, not only are all piracies removed from our realm, but so are all books whose copyright cannot be easily ascertained, creating an enormous "gray area" of questionable books, pamphlets, "underground" publications, broadsides, posters, etc. Any number of privately printed volumes could easily fall into this category, including ones that *don't* violate copyright law but that we can't be certain of without being experts in the field, or spending excessively long amounts of time researching them. Again, ABAA should be writing policies to protect *us*, not to protect others from us.

Attempting to impose a prohibition on us from handling materials whose copyright cannot be readily adduced is going about addressing the problem, if there is a problem, backwards. First, we can't necessarily know what is or isn't a piracy (is a Lawrence *Lady Chatterley's Lover* that says "Privately Printed" a piracy? Are all Lawrence books that are "privately printed" piracies?) Second, prohibitions are generally ineffective tools for solving problems, precisely because they usually fail to properly identify the source of a problem. Does prohibiting ABAA members from handling piracies mean they won't be handled? It doesn't and it *shouldn't*: as part of the historical record, piracies belong

in the collections that aim to preserve that record. But it would mean that any library that attempts to be inclusive enough to want examples of pirated editions, in order to fill out the historical record, cannot be fully served by an ABAA dealer. This does a disservice to the libraries and renders the ABAA itself a more marginal organization than it currently is—one whose members can supply some, but not all, of the books a legitimate institutional collection might require. Alternatively, ABAA dealers could do it, and the policy could be selectively enforced: we could just "wink" at those violations of the policy that seem "OK." Both of these seem to me to be ridiculous solutions to a "problem" that, as best I can tell, barely exists. Why fix what isn't broken, particularly with a remedy that's worse than the disease?

If the policy were changed to discourage ABAA dealers from actively publishing works that violate copyright, I could understand it: that's a clear-cut violation. But once a work has come into being, legitimately or otherwise, it's our job to be able to handle it and get it to the collections in which it now rightfully, by virtue of its mere existence, belongs. This answers to a larger issue—the historical record—than the temporal issue of royalties. I'm sure it is easily understood that if there had been piracies of Edgar Allan Poe's writings, we would want to know about them. Knowing about them would inform us about Poe, about America in his time, and about literary history. They might even, conceivably, include material that would otherwise be lost. The same holds true of more recent, and even contemporary, writers. We are helping preserve these writers' works, in *all their forms*, for the scholars and students of the future. This long-term focus is legitimate and should be supported. ABAA should either *support booksellers* or should refrain from

taking a position at all: to take a position that is antagonistic to booksellers' doing our jobs is a betrayal of us by an organization that is supposed to represent us.

To suggest that, with this policy, ABAA is protecting us by reducing our risk of violating copyright laws is too shallow a notion to consider, especially in light of the significant question, raised above, that such a posture begs. ABAA would protect us from ourselves, it seems, and would presumably reserve the right to punish us if its "protection" failed. Do I now have to worry about suffering not just the consequences of a copyright holder's pique if I should be discovered peddling a *potentially* illicit volume, but also ABAA's wrath? This is a wrong-headed policy that hurts booksellers. It should be scrapped.

**From: Dick Rykken, Rykken and Scull, Guerneville, CA**

While I don't believe that it will have a substantial effect on my bookselling practices as I deal very little in modern first editions, I have serious reservations and doubts about the efficacy of the proposed piracy statement.

In general, I feel that it puts an extensive burden on a bookseller to be the guarantor that any book sold does not violate copyright laws. In addition, even if the laws are not violated because of the statute of limitations—a real and valuable part of our system of law and not some type of gimmick—a bookseller would still be subject to serious ethics violations. I do not believe that there are many members of our profession, other than perhaps a few members of the Ethics Committee, who have the legal knowledge to comply with this requirement.

If it is the belief of the membership that this new requirement is ethically required, I would hope that the membership would require that the Ethics Committee prepare a list of all proscribed books so that they

could be easily identified, and that no member would be subject to censure until he or she had been so advised and then chose to violate their mandate.

**From: Wayne Somers, Hammer Mountain Book Halls, Schenectady, NY**

The proposed piracy statement is everything ethical guidelines should not be:

Ethical guidelines should deal only with situations which sometimes occur, and should not try to cover every imaginable contingency, such as the leasing of pirated books.

Ethical guidelines are not laws, and so can be written in simple English.

Ethical guidelines should be feasible. Impractical precepts are ignored, and lessen respect for ethical guidelines in general.

It seems to me that the following is all that is needed [for a piracy policy]:

Any purchase, sale or re-sale of a book published in violation of the Copyright Act is illegal, and therefore also unethical. Such transactions remain unethical even after the expiration of the statute of limitations. This rule does not apply to piracies which did not violate copyright.

Give the common usage of "piracy" (see Carter's *ABC of Book Collecting*) it is certainly an exaggeration to say that "Literary piracies are a violation of the Copyright Act." The vast majority of pirated books now in existence were produced *outside* the protection of copyright, which until recently was narrowly construed by our laws. Some common examples: most English books published in America in the nineteenth century, Samuel Roth's piracies of Joyce and Lawrence, and most of the translations of European philosophers published in the mid-twentieth century by Philosophical Library and now found in virtually

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## DeWitt Stern Beefs Up ABAA Insurance Program

by Christopher Fletcher, DeWitt Stern, Gutmann & Co., Ltd.

On behalf of DeWitt Stern, I would like to thank both the editor and Jeffrey Marks for the recent write-up in the ABAA *Newsletter*.

While Mr. Marks' article, as well as our promotional brochure so kindly reprinted thereafter, is accurate on most points, several aspects of the Program have been amended as respects all new and/or renewal policies written after November 1, 1993. Also, a clarification of some items brought up by Mr. Marks would appear to be in order. For comparison purposes, I will address each item as they appear in the article:

1. We are pleased to advise that the Exclusion dealing with car alarms has been completely rewritten as of November 1, 1993. No longer are car alarms required in order to provide coverage for theft from vehicles. The clause has been rewritten as follows:

This policy shall not cover "Theft from any unattended vehicle unless at the time of the theft its windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry, but this exclusion shall not apply to property in the custody of Common Carriers and/or bailees."

This should make life significantly easier for those members who either do not have alarms, or for those who rent cars in distant cities where an alarm may not be available.

2. It should be noted that the item shown as 5(I) in Mr. Marks' article deals with what are commonly known as "war risks." The types of exposures noted in his review (civil war, revolution, etc.) normally cannot be

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## Debate Over Piracies

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every second-hand bookshop in the land. There are many, many other cases, old and new. I think the rule should apply only to violations of the current Copyright Act.

It seems unrealistic to set stricter requirements for booksellers *vis à vis* piracies than *vis à vis* stolen books. Like every citizen, we must know the law and be responsible for violations of it. If anything needs to be said about that in the rules, such words as "knowingly" and "reasonable effort" should be included. Otherwise, I will expect to see a very long article in the ABAA *Newsletter* on how the drafters of this rule go about "inquiring into" the copyright status of every book they sell.

You will probably hear the specious argument that libraries and the researchers they serve would suffer if the proposed rule were observed. Researchers have to get along without many things that belong to someone else. Too many librarians,

researchers, and booksellers have for too long taken a cavalier attitude toward copyright. Let others break the law without our help, but let's think twice about making the law retroactive.

**From: John Nathan Stroud,  
Williamsburg, WV**

I don't think there is any easy or painless way around the piracies issue. Our statement—and especially enforcing it—will create animosity. However piracies are called piracies because they are just that. Property has been stolen. While we may feel that we are not pirates (thieves) because we are not doing the initial stealing, we are definitely selling stolen property. Also, because we are not involved with mass distribution, as the original pirate (thief) was, we also feel more removed from the crime when we sell a single, individual piracy. But it is still selling stolen property. I think I'm carrying this too far, but that is how it sorts out in my head.

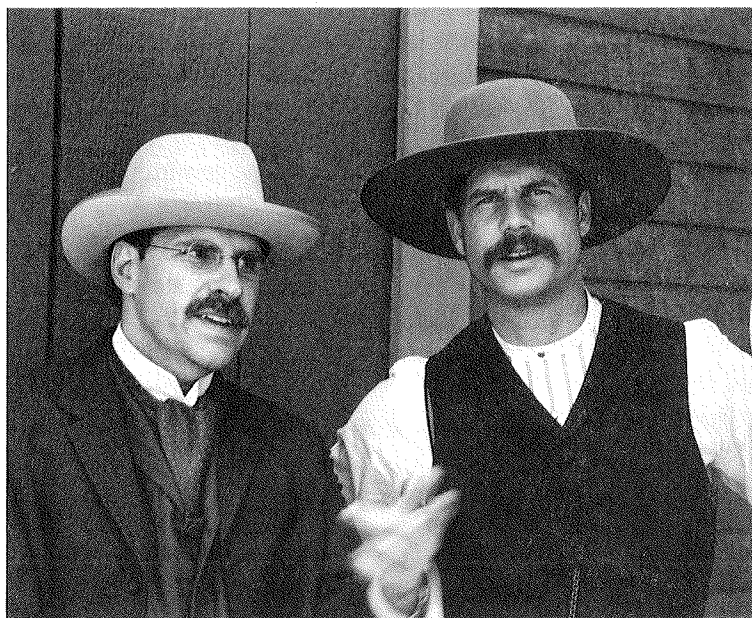
An author has a moral right and an economic right to his property. The

former involves the author's control over his literary property, the latter involves money. The theft involved with piracies is the theft of the author's royalty and control, and the publisher's profits. So what about the idea of giving the author and publisher their royalties and getting the author's permission to sell a copy of a piracy? If the author's concern was just over royalties then perhaps a fee or a percentage of the sale could be paid. If the author's concern was control, perhaps he would consent to a piracy being sold, perhaps not. I have no idea if this makes sense legally. ABAA could even negotiate with authors and publishers for a standard fee, percentage, or whatever when a piracy is sold. ABAA could prohibit all but an "author approved sale" of a piracy.

If we ban the selling of piracies, ABAA must begin compiling a list of the same. Perhaps ABAA should pay the cost for copyright searches with the Copyright Office and have the information on file and available to all members.

## Booksellers in Hollywood Department:

### Howdy, partner!



ABAA member Jim Pepper (Pepper and Stern, Santa Barbara and Boston), is seen here on the left, with actor Bill Paxton as Morgan Earp, on the set of the latest George Cosmatos hit film, *Tombstone*. In it, Pepper appears in five different scenes in walk-on roles. Move over, Val Kilmer!

If we take a soft position or no position at all against piracies, could we be party to a suit against one of our members as aiding and abetting?

I want to also address the idea that literary piracies are an important part of literary history. This is true. And my first thoughts when I read our piracy statement was that piracies need to be collected and preserved for research. But, do researchers have a right to everything they want? No, they do not. The laws respecting private property and privacy take precedence over the rights of scholars. The historical record is not a larger issue than such temporal things as royalties. Royalties represent an author's labor and a person's labor is a person's life.

There are two things I don't like about all of this. One is enforcement. I believe that selective enforcement would not work and would end up creating greater levels of discord. I also dislike the idea of creating a list of banned books, but the reality is that everything on the list would be available in legal editions. The question is not of a censored text, but of an illegal edition.

**From: Peter Howard,  
Serendipity Books, Berkeley, CA**

As current President of the ABAA, I am a member of the Ethics Committee, *ex officio*, and signatory to the proposed statement on piracies presented to the membership in the last issue of our *Newsletter*. I wish now to disavow my endorsement of that draft proposal for personal, legal, and generic reasons.

Further, I would like to continue or initiate discussion under four headings: Salinger's *Uncollected Stories* (2 volumes); commissioned, but unproduced screenplays; William Saroyan "material," and, alleged piracies in general. In the first, second, and last categories, issues are title and copyright; in the third, only title.

#### **I) Salinger's *Uncollected Stories***

In May 1974, I bought from "the publisher" 100 copies of Volume One of the *Uncollected Stories* and, later in May, my manager at the time bought 100 copies of Volume Two.

On August 1, 1974, I received a letter from an Oakland attorney stating that sale of the books infringed on Salinger's copyright; I was asked to return all copies. I immediately ceased selling the book, but wrote to the attorney on August 5 that I was a dealer in first editions of OP books and had standing orders with libraries.

On September 6, 1974, I was confronted with a barrage of legal documents filed in the United States District Court, Northern District of California. The first amended complaint named the "publisher" and twenty Bay area bookstores; it sought damages of \$250-\$500 per copy and an injunction. On September 17, 1974, a preliminary injunction against the booksellers was filed, demanding delivery of copies in hand, with a provision to protect any bookseller who had been wrongfully enjoined.

On January 6, 1975, Salinger's attorney made the following offer: "Because of the feelings which you expressed regarding an injunction, I would be willing to tailor an injunction to fit your [Peter Howard's] needs, as well as those of my client [J.D. Salinger]. Perhaps an injunction barring any sale of the pirate editions for a specific period of time, and thereafter only barring retail sales of the books would satisfy both parties." Eventually, my attorney and I were able to agree to a permanent injunction prior to dismissal (February 21, 1975) of the lawsuit: "Serendipity Books [is] enjoined and restrained for a period of two years commencing on the date this Judgment is entered...and that, at the expiration of said period of two years...[Serendipity] shall be permanently enjoined and restrained from...selling...*The Complete*

*Uncollected Short Stories of J. D. Salinger...other than as used or second-hand volumes..."*

Sometime after 1976, I bought back ten sets which had been among the twenty-seven sets I had sold before signing the final agreement. I still had those ten sets in 1986 when I moved my store to its current location.

What ought other booksellers do? Jennifer Larson's "research" into copyright law suggests that it may be illegal for other booksellers to sell the title; however, her interpretation is not that of a lawyer. The Ethics Committee's proposed statement implies ethical sanctions and censure for any ABAA bookseller accused of selling piracies, but does not consider the process of judgment. (I was personally "advised" by an Ethics Committee member, unfamiliar with Salinger's injunction, not to sell my final copy of the Salinger title. The same person now writes on December 10, 1993, "I think you do have the right to sell second-hand copies of the Salinger piracy....")

As a practical matter, the proposed statement that the "standard applies even in situations where an infringement...may not be actionable due to expiration of the applicable statute of limitations" seeks to impose a standard beyond legal requirements in general (and, in the case of the Salinger, beyond even that to which the author agreed). Does the Ethics Committee mean that no one should sell the pirated eighth printing of *Ulysses*, which was printed illegally (at the time) for sale in the United States? Meanwhile, three different ABAA dealers openly exhibited the Salinger title for sale at the most recent ABAA Chicago Book Fair; Jeffrey Thomas, a current member of the ABAA Board of Governors, has it listed in his current catalogue.

The ethics proposal is arbitrary, unfair, and unrealistic. The rules, restrictions, standards, and exceptions

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## Debate Over Piracies

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of copyright law have been pounded out over many decades. The ABAA cannot impose a vague and generalized "statement" on its membership without virtually assuring countless conflicts. (Imagine, for example, trying to impose an ethical sanction on a member whose behavior has been legally unimpeachable.)

### II) Commissioned, Unpublished Screenplays

In his essay in the *ABAA Newsletter*, IV, 1, Larry McMurtry declared that the content of screenplays was intellectual property, protected by unspecified "laws." Further, he insisted that almost every copy, if not every copy, of a commissioned but unproduced screenplay in the hands of a bookseller was stolen property. He wrote with specific reference to a copy of his own *Cantrell*, an unproduced screenplay catalogued by Fred White.

The implication is, of course, that ABAA members who sell screenplays may be subject to the scrutiny and censure of the ABAA Ethics Committee. The reader will pardon my personal reaction to Larry's remarks and their attendant implications. In fact, I was the source for Fred White's *Cantrell* (though I am not responsible for his description of it); I also have sold McMurtry screenplays to Joseph the Provider, about and to whom McMurtry has also complained. I bought from a collector a box of early and obscure McMurtry documents and mimeographed material which I subsequently sold; McMurtry has complained about others' descriptions of that material. I have purchased several McMurtry collections, each of which contained numerous commissioned, unproduced McMurtry screenplays. A present collector has a least eleven McMurtry screenplays (including *Cantrell*), almost all of which Serendipity found and sup-

plied. In short, while a number of ABAA dealers offer screenplays for sale, Serendipity probably has more screenplays currently in stock and in prior sales than any other ABAA dealer. It is difficult not to take McMurtry's essay quite personally.

Again, what ought booksellers do? At McMurtry's printed request, I wrote the producer of *Cantrell*, notifying him of my possession of copies, the circumstances of their acquisition, and my intention to offer them (again) for sale. I sent my letter to McMurtry as well. I have had no reply from either. (By way of precaution, booksellers cataloguing unproduced screenplays should consider writing a simple note to the producer of record that they are so doing. Such is the advice to me from ABAA counsel Larry Fox.)

### III). Saroyan "Material"

Printed without editorial comment or legal interpretation in the most recent *ABAA Newsletter*, immediately adjacent to the Ethics Committee proposal, is an extraordinary statement by the William Saroyan Foundation. It purports to inform readers that (apparently) all original Saroyan material belongs to the Saroyan Foundation. (The same statement appeared in a recent issue of the *Antiquarian Bookman*. Both were reportedly published at the request of Jennifer Larson, a member of the ABAA Ethics Committee and the only ABAA member who is a Trustee of the William Saroyan Foundation.) Again, we confront the implication that ABAA members and other bookdealers are subject to ethical scrutiny and censure for not abiding by what is, after all, a judgment and directive wholly without attribution beyond the testamentary preferences of Mr. Saroyan when he wrote his Will.

Again, I worry about grafting the simple on the complicated, the superficial on the subtle. Perhaps unwittingly, the Foundation's cate-

gorical command illustrates the risk of ethical naiveté.

In 1984, at the request of Warren Howell (then employed by the Saroyan Foundation), I appraised Saroyan's literary estate: an approximately 250-page, precise itemization of MSS deposited at the Bancroft Library, of the contents of Saroyan's two homes in Fresno, and of material designated to me in the home of Saroyan's sister. I personally delivered certain papers, photos, and Saroyan's Oscar to the Bancroft Library from Cosette's home. (I understand that the Oscar was later returned to the Foundation, which lent it back to Ms. Saroyan. Curiously, it was subsequently "discovered" in a San Francisco pawn shop and, in part due to my written testimony, returned to the Saroyan Foundation a second time.)

At the end of 1992, again at the request and in the employment of the Saroyan Foundation, I surveyed (presumably, for insurance purposes) material that had been removed from Saroyan's Fresno homes and stored in what I regarded to be insecure locations (e.g., the boiler room in the cellar of a Fresno museum).

On January 8, 1993, I talked with a former assistant to the President of the Saroyan Foundation. He told me that, in 1991 or 1992, he went to Saroyan's sister's home to pick up the material there that had been willed by William Saroyan. He was given fifty packed boxes (I had seen 280 there in 1984) and did not have my itemized appraisal in hand. He told me that, upon unpacking these boxes later, he found large quantities of pebbles and rocks (Saroyan picked up such); decaying and worthless periodicals; multiple copies of books by Saroyan; some books annotated by Saroyan; and jumbled correspondence (in which he saw no value). In other words, the Foundation did not secure material willed to it for more than six years after I appraised it, took possession of very little, and apparently

# Thank You!

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The New England Chapter of the Antiquarian Booksellers' Association of America would like to thank all those who participated in our Booksellers' Benevolent Fund Auction.

The bidding was lively, the participants were eager, the food was great, the auctioneer was hilarious, the results were gratifying!

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Bookseller beneficence was unbounded, The result: a contribution of \$8,397.74 was made to the Benevolent Fund.

*A special thanks  
goes out to  
those generous  
individuals  
who could not  
attend the dinner,  
but who sent  
books or  
donations.*

did not compare that with my appraisal.

In December, 1992 and January 1993, I was told that Lucy Saroyan (William's daughter) had sold to an ABAA member, among other items, Henry Miller's *Scenario*, inscribed to William Saroyan—an item unknown to me in my 1984 appraisal. At this same time, I was also told that Lucy Saroyan had sold material to another ABAA member (who, coincidentally, was a former employee of Serendipity Books, familiar with my Saroyan appraisal and with the general terms of Saroyan's will). I would be surprised—and have no cause to believe—that these booksellers perceived an obligation to report these transactions to the Saroyan Foundation. Finally, I was told about multiple sales by Ms. Saroyan to a young bookseller in San Francisco: reportedly, some 45 books of Saroyan interest, miscellaneous letters, 20 photographs, 21 watercolors, 30 stories (TS, corr

TS), etc. (With regard to these last sales, I have since acquired an interest in and physical possession of the material—all of which has been itemized in a letter to the Foundation and none of which was seen by me in the 1984 appraisal. The only response I've ever had, until publication in the *Newsletter* of the "Statement" eleven months later, was a copy of the Foundation's letter to Lucy Saroyan telling her not to sell what was not hers.)

It is simply not true that "all of the personally authored writings" of William Saroyan belong to the Foundation. The right of Saroyan's sister, wife or daughter to sell their own possessions has never been challenged. Saroyan wrote *Time of Your Life* and another play for the New York City Theatre Guild (presumably, what he wrote for Guild belonged to the Guild). In any event, the Guild sold its archive to a NYC bookseller, from whom I later bought the Saroyan portion of that

archive. Letters from Saroyan to others are obviously the physical property of the recipients. So what does the Saroyan Foundation really mean when it claims the material "over which the author had power of disposition by will"? The material itemized in my large 1984 appraisal? Something else? (Over what *did* Mr. Saroyan have "power of disposition" in his Will, by the way?)

The Foundation has the responsibility and obligation to identify and to itemize specifically those items to which it has title for all to know. It is unreasonable and absurd for the Foundation to imply authority over material it does not own simply by sweeping allusion to the "unauthorized marketing of the author's personal material." Either material is owned by the Foundation or it is not; if it is not, the Foundation has neither legal nor "ethical" right to comment on the "power of disposition" of others. It has a right, and

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# Presidential Candidate's Statement

by Robert Rulon-Miller, Jr.  
Rulon-Miller Books, Saint Paul, MN

Inaugural addresses of Presidents are common enough; but a *candidate* for the office should show desire for the job—make a token campaign. I may be among a few who have actually wanted to be President of ABAA, and as odd as it may seem, I've wanted to do it since my tenure as Mid-West Chapter secretary, back, I think, in '86.

I'm a dreamer, and believe anything is possible, and that all we want to be as an Association is

within our grasp. Tolerance of one another's eccentricities (this above all else in an association of eccentrics), industry, and an eye for the book is all we need to prosper. Everything else falls into place. And so it has for ABAA.

When I came to the Board of Governors in 1988 I was loathe to find among my friends in the membership neither support for nor sympathy with my compulsion to work for our Association. They thought I was crazy, said I was wasting my time. It's been my great honor these past six years that these same

friends are now helping out on various committees, and more are in the wings clamoring to take part in our government.

I have always seen ABAA as a more powerful entity than most members have, even beyond the world of books. One is hard-pressed to find such camaraderie between so few over such geography. Our staying in contact is endemic to the profession, a survival instinct. Perhaps it is not so strange, but it is surely a wonderful thing that faxes and catalogues from around the world pile up on our desks daily. I'm not talking about just dealers now, but all book people. Everybody's a dealer

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## Debate Over Piracies

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perhaps an "ethical" incentive, to consider purchase of material owned by others, given the desire of William Saroyan to keep intact his literary estate.

Presently, I am considering the possibility of suing for a declaratory judgment against the Saroyan Foundation to quiet title to material in my possession. (Is this to be the "price" of ethical uncertainty and rectitude: suits against innumerable authors/publishers/heirs/foundations to quiet title? However, as I have discussed already, the "independent" authority of the ethics proposal apparently does not, and would not, recognize the lesser morality of a judge's decision.)

### IV). Piracies in General

Several years ago, an associate ABAA member apparently expressed the opinion that Thomas Pynchon himself was responsible for the production and/or distribution of the "unauthorized" separate printing of *Entropy*. Before and since that time, Charles Michaud, a professional librarian, has devoted considerable time, effort, and scholarship to

studying the seven different booklets said to be Pynchon piracies. He has found three generations of at least one of them; and some have been issued with ISBN numbers and have been shelved in new bookstores alongside paperback reprints of Pynchon's novels. As such, they look for all the world like authorized and legitimate publications.

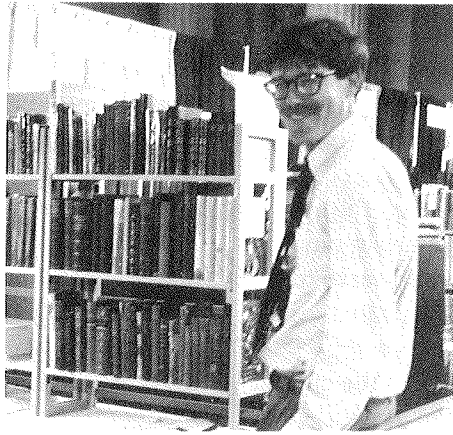
I was told that a William Kinsella title was published by a small press with Kinsella's cooperation, though that publication may have offended the author's copyright agreement with a larger publisher; I know neither if the allegation is true nor the title in question. Similarly, I am informed that a Beerbohm text, printed and privately published in possible violation of copyright appeared in the well-known Hart Press Christmas booklet series. What of the innumerable Taiwan versions of American and other works, some of which are licensed and others not? (The General Counsel of the copyright office of the Library of Congress advised in a letter dated January 8, 1993, that "an official search of registration records would cost between \$800 and \$1,000"—presumably, per title.)

### V). General Impressions

In each of the issues discussed above, I have come to the same conclusion: it is not the legal, ethical, or moral responsibility of ABAA members to monitor, anticipate, or protect the rights of authors. It is not in our professional, legal, practical, or financial powers to assume the proper role of the authors, their publishers, their attorneys.

A respected colleague adds, in a friendly footnote, that almost never do our rights "conflict with the rights of authors or publishers. Antiquarian booksellers, authors and publishers have, on the whole, enjoyed at least a symbiotic, and often a harmonious existence. Inflaming a reasonably compatible relationship between the antiquarian book trade and authors or publishers or foundations with (illegal or) unreasonable constraints that have minimal practical application should be avoided (*and, I would add, discouraged, not encouraged*). How many specific cases have been adjudicated in court between antiquarian booksellers and authors or publishers concerning piracies, screenplays, or copyright? When there is conflict, let the courts (interpret the law and) resolve the issue." ■





Rob Rulon-Miller

in the final analysis, for books are as much a commodity as anything else, and will be all the more so for this age of biblio-tech.

Because we can all benefit from the global network, I take aim at the inequities in our International League. International trade will be a growing part of many of our businesses in the coming years and ABAA should take a more active part in promoting it. The German bookfair question must be resolved, ILAB practices should be codified, and each member country should have at least one vote in the ILAB decision-making process. I seek to use ABAA's cohesiveness and strength to induce changes in the League, but these will be slow in coming.

I have been admonished of late for my farsightedness, for pushing national, rather than local agendas. I live my ABAA life by democracy (I remain but one vote on a Board of seventeen), and accede to local chapters looking for a larger role in ABAA affairs. Yet, I maintain that competent central monitoring of finance and policy is necessary for ABAA to achieve the position in the world it deserves. Final decisions in matters which bear directly on us as an Association are most properly made at the Board level. Nor would I deny chapters' initiatives, nor the funding to see the initiatives through, as long as the Association's

integrity and purpose are not compromised or diminished.

It is my intention to restructure certain committees of the Board of Governors and to bring in outside help where needed. I believe we were all disappointed by Thelma Gray's failure to bring about an ABAA-sponsored PBS series, and I would hope to see this possibility either brought to completion, or finally laid to rest. In any event, publicity for our Association is of concern to many in our membership and is an area I want to pursue more vigorously than we have in the past. A national promotional campaign, in which all chapters should play an integral part, is not out of the question.

To repeat an appeal of twenty-two past Presidents, Board meetings need to move more quickly and smoothly. Somehow they never do. Debate is often rigorous and time seems forever of the essence. For this reason I am opposed to the opening of Board meetings to the membership, as some have proposed. To effect the streamlining I wish to promote the efforts of the various committees of the Board, and enlarge them where necessary. We have remarkable talent on the Board, and more in reserve.

The issue of the moment is piracy and the ethics of making a profit at the expense of the artist or copyright holder. Much debate on the subject

is to be found elsewhere in this issue of the *Newsletter*. The fact that selling piracies protected by copyright is illegal should be enough to make us, as an Association, cease condoning their sale. Go ask the artists how they feel about having their work infringed upon, and maybe they'll tell you, as they have told me, it's like coming home and finding you've been burgled, top drawers rummaged through with scorn and disregard. Even for those who manage to forget what the law says on the subject, none of us can forget our collective *ethical* responsibility to those who produce the very product we live by. This issue is now before us in a big way. The *Newsletter* continues to bring both sides of the argument beyond our membership, to perhaps a thousand readers who are interested in our profession, as well as ABAA. If this Association does not adopt language regarding piracies we hold the entire literary world in contempt.

Since before I came to the Board the question has resurfaced again and again: are we a trade organization, or are we a professional association? The trend has certainly been towards the latter, and I hope to continue to move ABAA in that direction. Long-term benefit must take precedence over temporal gain; right answers are not always easiest to live by. The future of ABAA lies, as it always has, in the hands of the Board of Governors, and there is much that lies before us. The booksellers who work for the common good of the Association are hard-working, caring volunteers, and are all to some degree constricted by life's other necessities. We cannot hope to accomplish everything. But gone are the days of presidents who urged "don't try to do too much." There is simply too much out there to do not to take notice and gobble some of it down.

Ballots will be in the mail shortly. Please don't forget to vote. ■

insured by an underwriter. The only exception is in respect of international shipments, where the Program does provide coverage whilst in due course of transit. Bombs, torpedoes, mines, etc. encountered during shipment would fall within this extension.

3. In respect of the items shown as 5(L), the insurer wants someone to be at a booth or stand during the open hours of a show. This reduces any opportunity for theft from unattended booths which is an unacceptable, yet easily controlled exposure. Also, note that the reference in our Clause to the words "as declared" deals directly with the information clients give to us at inception and renewal as to the number of shows attended per year.

4. The second major revision to the Program policy wording as of November 1 deals with the Records Clause (Mr. Marks' item 7). The wording shown has been replaced with the following:

"It is a condition of this insurance that the Assured will maintain an accurate and itemised inventory of all insured property as detailed under Paragraph 1(A) of this Certificate other than for items valued at \$250 or less. In the event of a loss covered hereunder, the Assured will maintain an ability to provide insurers with satisfactory documentation to substantiate their loss."

This revision should make life much easier for many members; however, it must be reinforced that the burden of proof is still upon the Assured to justify a claim and the extent of the loss. Without adequate records, a claim cannot be adjusted or paid.

5. Mr. Marks makes a comment under item 11 concerning the selection and use of restorers to repair partially damaged goods. It has been our experience that a) the underwriters do not have an assigned

restorer on staff or outside, and b) in the event that an item does require restoration, the Assured has the ability to suggest acceptable firms for completing the repairs to their liking.

Mr. Marks focuses upon the contractual wording, whereas in practice, anything that would serve to reduce the amount of a partial loss paid by an underwriter (as opposed to the other alternative in the clause, which would be a total loss based upon the insured value of the item) works to both your benefit and that of the insurer.

6. As respects item 23 in Mr. Marks' article, he questions whether reasonably incurred costs would be paid by the insurer. This clause is standard to many policies currently offered. In operation, the insured would be indemnified up to the amount of coverage provided by the policy. Costs incurred for items not insured by the policy would be for the account of the insured. Also, if the total amount of the loss, plus the costs incurred, exceed the limit provided, the excess would likewise be paid by the insured.

7. Under item 27, Mr. Marks is correct in stating that there are specific state-by-state regulations concerning the cancellations of policies. It should be noted that both you and the carrier have the right to cancel the policy. However, as with almost all other policies, in most cases where the insured cancels, there is a penalty in respect of the premium returned to the insured. If the carrier cancels, a pro rata return of premium is made. It is extremely rare for a carrier to cancel a policy, though, for any reason other than non-payment of premiums, but it could theoretically happen if the exposures to loss on a particular account deteriorate significantly (i.e. if an alarm service is discontinued).

8. We generally advise our clients to rely upon our policy to provide their first line of defense in the event of a loss. Under item 28 of

the article, Mr. Marks agrees that additional coverage is not in the interest of the insured. However, there is one specific application of this clause that he misses. The insured has the option to purchase enough coverage on a shipment to cover the amount of a deductible that might be paid under our policy.

An example would be in respect of a shipment worth \$30,000, sent by UPS, and the insured had coverage under our policy for shipments up to this amount. The deductible clause for transits reads "1 percent of the loss subject to a minimum of \$100 and a maximum of \$500." As such, the maximum deductible would be \$300 ( $\$30,000 \times 1$  percent). If the insured so desired, they could purchase \$300 worth of coverage from UPS, so that the full value of the item is protected in the event of a loss during the transit.

Our promotional and information brochure, the Overview, touches on other facets of the Program not commented upon by Mr. Marks. There are a couple of items that, once again, need to be updated by virtue of recent improvements.

First see item nos. 1 and 4 supra concerning the inventory records required, and as respects car alarms. Second, you should be aware that the reference to a "10 percent declaration of value to the carrier" has been eliminated from the policy wording.

In addition, Mr. Marks does not discuss some of the true "benefits" enjoyed by member-participants from a policy wording basis. The following is a brief synopsis of areas where our tailor-made policy is a marked improvement over policies sold by other insurers that we have had the chance to review.

Our deductibles in many cases are significantly lower than those offered by our competitors. Many other policies cannot match the Transit or Show deductibles mentioned in Mr. Marks' article. Also, you can elect Premises deductibles

of anywhere between \$1,000 and \$25,000, and obtain credit for the higher retentions.

You can tailor-match the available limits to your requirements, not just to the amounts the insurer is willing to provide you.

Our policy includes coverage for Flood and Earthquake. Most policies do not provide these coverages at all, or have much lower "sublimits," or higher deductibles.

Some policies exclude transit damage arising out of rough handling, or from poor or insufficient packing. Our policy simply warrants that all items must be packed in a suitable manner to withstand normal hazards arising out of the transit.

Some members rely upon their homeowners policies to provide them with coverage for their stock and inventory. However, homeowners policies generally exclude coverage for business property, and would not pay for damage to stock in the event of a loss.

The question of coinsurance, noted in the Overview, cannot be overemphasized. Some policies put a very heavy weight in the form of a percentage of the loss, absorbed by the insured, in the event that an insufficient amount of insurance is purchased. Our policy does not require "insurance to full value" (however, we do recommend it).

In closing, and in somewhat contradiction to the header preceding the Overview, we work hard to maintain an affiliation more ardent than "loose" with the ABAA, and certainly more so with our clients. Further, we continually investigate options from other insurance companies, as it allows us to search out whatever improvements (in terms or pricing) may be available to the membership as a whole and to our clients in specific. We invite questions and comments, as well as criticisms, in the belief that input contributes to the ongoing improvement we strive for. ■

## The London Fair and Grosvenor House

by Peter Miller, York, England

*Reprinted from ABA Newsletter, Number 220, October 1993.*

Following my good friend Brian Lake's letter in the *ABA Newsletter* [reprinted in the *ABAA Newsletter*, Volume V, Number 2, Fall 1993] I thought it would be useful to state why the decision has been made to move to Grosvenor House and outline plans that have already been made for the 1994 Book Fair.

During the 1992 June Bookfair there was an overwhelming feeling among exhibitors that after eight years at the Park Lane Hotel the time had come for a move. It was accepted that this was not possible in time for 1993 but that it should be in position for 1994. The question was to where should we move?

During the latter half of 1992 and through 1993 the general committee devoted a lot of time to this question. Having first agreed that the Fair should stay in London, over twenty sites were examined. These ranged from the Banqueting House in Whitehall to the Royal Horticultural Hall, from the Business Centre in Islington to the Connaught Rooms. The virtues of the Royal Albert Hall and the possibility of the V and A were not left unexplored. Various hotels were looked at and options retained while each were examined in detail. This all took many months but in the end the committee agreed unanimously that the Grosvenor House, as perhaps the preeminent location for such an event in London, offered the best future for the Fair. The fact that it was all on one level on the ground floor would, we thought, come as a relief after the labyrinths of the Park Lane.

In reaching this decision the committee wished to strike a balance

between the needs of as wide a spectrum of the membership as possible and, on the other hand, underline the London Fair's position as the premier international event in the antiquarian bookselling calendar. To this end variable stand sizes and rents have been introduced for the first time. Shared stands have been retained and these will now cost £950; these being 20 percent larger than those at the Park Lane. A full stand will now cost £1500 but there will be some larger stands available with rents reflecting the square footage and also premier positions in the Fair and rising to £3500 for the largest.

The cost of stands has had to rise for three reasons. First, the cost was pegged last year and was to that extent subsidized. Second, the Fair will have a maximum of eighty-five exhibitors instead of one hundred as before, inevitably raising the unit cost. It is worth noting here that the Park Lane has been very difficult to fill for the past four years, an unhealthy situation for any fair. Lastly, the amount spent on publicity and advertising will increase substantially. A move to a new venue always requires extra promotion and it is especially important to capitalise on the move to such a prestigious location.

There have, of course, been some criticisms of the move but on the whole the reaction has been very favourable. The Book Fair committee has now had its first meeting since the summer break and plans are already well advanced for next June. We would certainly welcome any suggestions or indeed criticism and they will all be given our serious consideration. We are excited at the opportunities such a move offers, and after three years of comparative stagnation look forward to a vintage fair in 1994.

*Note: Peter Miller informs us that, as of the first week in January, all eighty-five booths at the Grosvenor have been filled. ■*

## Diploma Course in Antiquarian Bookselling Offered

The University College of London, in association with the ABA, has announced "the first diploma course anywhere in the world on Antiquarian Bookselling." The diploma course will combine scholarly study with practical training, providing the basic knowledge and skills necessary to pursuing a career as an antiquarian bookseller.

The scholarly component will offer students classes in historical bibliography, typefounding and the history of type design, papermaking and watermarks, bibliographical description, the history of bookbinding, conservation, and the history of publishing and bookselling and of book collecting and libraries. Established booksellers will offer students practical knowledge in classes covering sources of supply, selling, evaluation and appraisal, auction practice, finance and the law, the computer and its applications, and ethics and the bookseller.

The course, which can be completed in one year on a full-time basis and two years part-time, is designed as a post-graduate offering. Exceptions, however, will be made for "compensating experience." Applications will be considered in March and April 1994 for the inaugural class, which will begin in October 1994. There are places for twelve to fifteen students.

Informative brochures will be available at the Los Angeles Bookfair; check with Andrew Hunter of Bernard Quaritch. Details and applications are also available from: The School of Library, Archive and Information Studies, University College London, Gower Street, London WC1E 6BT; phone: 071-380-7204; fax: 071-383-0557. ■

## Recent Books by ABAA Members

### *Gemology* by John Sinkankas

by Kenneth Karmiole,  
Santa Monica, CA

I want the ABAA membership to know about a very important new bibliographical reference work by one of our own.

Very few of us have authored significant bibliographical scholarship—Fred Schreiber, Bill Reese, Rostenberg and Stern, and Jeremy Norman come to mind (my apologies to those who do not)—but *no one* in our membership has authored a thorough, scholarly, definitive, bibliographical work such as John Sinkankas' (Peri Lithon Books, San Diego, CA) *Gemology: An Annotated Bibliography*, two volumes, Scarecrow Press, \$179.50. There are 7,458 annotated entries, frequently with long notes and illustrations.

The collations of hundreds of early printed books and full descriptions of plates make this work a one-stop source that always gives the answers you need. Although the main study is on the literature on

gemstones and jewelry, numerous other related areas are included, such as works on engraved gems, regalia, gem lore, and mineralogy. This is a major reference work that will be very useful for the general antiquarians among us.

### *Dictionary of Abbreviations* by Bernard Rosenthal

The I.L.A.B recently announced the publication of the *Dictionary of Abbreviations Commonly Used by German and Italian Antiquarian Booksellers* by ABAA member Bernard M. Rosenthal, Berkeley, CA. Copies of this informative work will be offered for sale at the Los Angeles Bookfair, February 4-6, 1994, at \$10.00 each. To browse through or purchase a copy, stop by the ABAA booth. Orders also can be taken at ABAA headquarters, fax: (212) 459-0307.

Please note that individual copies of the *Dictionary* are not available through the I.L.A.B., because of restrictive shipping costs. ■

### *Got Something to Say About the Book Business?*

About a new bibliography, price guide or bibliophilic novel?  
Are you planning a bookish happening you'd like to publicize?  
The ABAA *Newsletter* welcomes contributions from all readers on issues and events of interest to booksellers.

Deadline for submissions to the next *Newsletter* is March 15, 1994.

Send your letters, book reviews, musings, and announcements to:

The ABAA *Newsletter*  
400 Summit Avenue  
Saint Paul, MN 55102-2662

# First Annual Conference to be held: *The Collector & Bookseller: Fellowship of the Book*

On Wednesday, April 20, 1994, the ABAA sponsored conference, "The Collector & Bookseller: Fellowship of the Book," will take place at the Grolier Club, New York City.

Organized by the ABAA's Middle Atlantic Chapter (MAC), the day-long seminar offers "discourse on books and book collecting for collectors and booksellers from the United States and Europe."

MAC President Edward Ripley-Duggan describes this as "the first in an annual series of conferences on this theme." In 1994, it will be held the day preceding the opening of the New York Antiquarian Bookfair, so that attendees may participate in both events conveniently.

The conference will begin with introductory remarks by the organizers followed by an address by Christopher de Hamel, Director of Sotheby's in London, entitled: "The Manuscript Market from the

Twentieth to the Twelfth Century." The rest of the day will be devoted to three sessions, each offering two concurrently held examinations of two different topics. The seminars will be moderated by J.M. Edelstein, Bibliographer and Resource Coordinator of the Getty Center for the History of Art and Humanities, Los Angeles, and by Anton Gerits, Amsterdam, bookseller and current President of I.L.A.B.

In the morning session, participants can choose a seminar on Illustrated Books, or one on Medicine. Two sessions will follow lunch. The first will examine Modern Literature and Manuscripts. The second looks at Art and Natural History, and Travels and Voyages. The day will end with cocktails at the Grolier Club.

ABAA members with expertise in a wide range of topics are speaking. They include Edwin Glaser,

Sausalito, CA; Sandra Hindman, Illuminations, Chicago; IL Jeffrey Marks, Rochester, NY; Richard C. Ramer, New York, NY; Elmar Seibel, Ars Libri, Boston, MA; Peter L. Stern, Pepper and Stern, Boston and Santa Barbara, CA; and Charles Wood, Cambridge, MA.

There is a fee of \$225.00 per person to attend "The Collector & Bookseller;" \$50.00 of the fee is a charitable donation to the New York Public Library. Lunch is not included in this fee. Attendance at the conference is limited to seventy-five participants, so respond promptly if you are interested.

For an application form and additional information on the conference, please contact ABAA, 50 Rockefeller Plaza, New York, NY 10020; phone: (212) 757-9395; fax: (212) 459-0307. ■

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## MAC Plans Conference for 1995

by Daniel DeSimone,  
Brooklyn, NY

On January 5, 1994, there was a meeting of an ad hoc committee formed to investigate the possibility of a program, co-sponsored by ABAA, on the relations between booksellers and librarians. The meeting was held at Van Pelt Library at the University of Pennsylvania.

Michael Ryan, Director of Special Collections, University of Pennsylvania; Lisa Browar, Assistant Director of Rare Books and Manuscripts, New York Public Library; Werner Gundersheimer, Director, The Folger Shakespeare

Library; and Daniel Traister, Curator of Rare Books at the University of Pennsylvania were in attendance representing the library profession. Booksellers present at the meeting were MAC members David Szewczyk, Philadelphia Rare Books and Manuscripts (former MAC president); Bob Fleck, Oak Knoll Books, New Castle, DE (ABAA Treasurer); and Daniel DeSimone, Brooklyn (MAC vice-president).

The purpose of the meeting was to investigate the feasibility of such a program and to discuss ideas about the content, which would include topics of mutual interest to both groups. In addition, a plan was discussed which would join the ABAA, the Rare Books and Manuscripts Section (RBMS) of the ALA, and the Independent Research Library

Association (IRLA) as co-sponsors.

The Philadelphia meeting was a great success and the members representing the rare book libraries were enthusiastic about the prospect of joining with the ABAA in such a program. It was resolved that the MAC should request permission of the Executive Committee of our national board to write a proposal which would be presented to representatives of both RBMS and IRLA. The content of this proposal would contain a preliminary statement outlining the nature of co-sponsorship. In addition, it would contain a list of topics which could be used as a foundation for the program.

More news to come as things progress. ■

## Full Market Value for Gifts Restored

President Clinton's budget, passed this summer, restores donors' rights to deduct the current full market value for gifts of fine arts—including books and manuscripts—to non-profit cultural institutions. The measure reverses the tax law of 1986 that allowed deductions based only on the cost of gifts at the time of purchase. The new provision is retroactive, covering gifts of appreciated property made after June 30, 1992.

Of interest to booksellers is the fact that gifts claimed at \$5,000 or more must be accompanied by an appraisal. This must be performed by a qualified appraiser who has no financial interest in the gift. If the value of an appraised gift exceeds \$20,000 and the donor is audited, the appraisal is also subject to review by the IRS. ■

## ABAA Welcomes New Associate Members

The *Newsletter* warmly welcomes new Associate members to ABAA:

**Arbe Bareis**, B.J.S. Autographs, 90-17 68th Avenue, New York, NY 11375.

**Christopher W. Cassell**, Glenn Books, 323 East 55th Street, Kansas City, MO 64113.

**Larissa A. Cassell**, Glenn Books, 323 East 55th Street, Kansas City, MO 64113.

**Mary Ann Drew**, Drew's Books, 1709 Thomas Avenue, Santa Barbara, CA 93101.

**Elizabeth U. Marshall**, Randall House, 835 Laguna Street, Santa Barbara, CA 93101. ■

## It's a Go for 1994!



The second annual  
Washington, D.C. Bookfair  
will be held  
Friday, September 9-  
Sunday, September 11, 1994.  
Details will be sent to the  
membership this spring.

The first proved  
a great success,  
and  
the second promises  
more of the same.

## Theft Report

If you are offered or recognize any of the following items, or if you need more detailed information, please contact the ABAA, 50 Rockefeller Plaza, New York, NY 10020; phone: (212) 757-9395; or the parties indicated.

**Brooklyn Dodgers 1953 Team Ball.** Official Spalding National League baseball signed in ink by the team manager and twenty-three players, including Jackie Robinson, Roy Campanella, Gil Hodges, Duke Snider, and Pee Wee Reese. Contact Christophe Stickel Autographs, 167-B Central Avenue, Pacific Grove, CA 93950; phone: (408) 656-0111; or the Boston Police Department, attention Det. Bowes, complaint # 31882305, phone: (617) 343-4683.

**Lewis Carroll.** *Alice's Adventures in Wonderland*, London, 1866. Bound in late nineteenth-century decorative dark green levant morocco, gilt and inlaid, a.e.g. **Charles Dickens.** *American Notes for General Circulation*, London, 1850.

Bound in original blind-stamped green cloth, rebacked; with the ownership signature of Georgina Hogarth and with Dickens' bookplate on front pastedown. Contact Bauman Rare Books, 1215 Locust Street, Philadelphia, PA 19107; phone: (215) 546-6466.

Twenty-two hand-colored plates from **Robert Thornton**, *The Temple of Flora*, first elephant folio edition, 1799-1807. Contact Barbara M. Pitschel, Head Librarian, Strybing Arboretum Society, Helen Crocker Russell Library of Horticulture, Golden Gate Park, Ninth Avenue at Lincoln Way, San Francisco, CA 94122; phone: (415) 661-1514.

**Charles Michel de Villette.** *Oeuvres du Marquis de Villette*, Londres, 1786. A work on paper-making, with paper samples, in contemporary French green morocco gilt. Contact Wilsey Rare Books, 23 Mill Road, Olivebridge, NY 12461; phone: (914) 657-7057; fax: (914) 657-2366. ■

# The Stolen Book Phone Chain at Work

## *A Special Note of Thanks!*

I sent a fax to the ABAA hotline about a design binding (*The Arthur Rackham Fairy Book*) that had been stolen from an exhibition in San Francisco. Imagine my pleasure and surprise to receive a phone call this morning from a dealer who had the book in hand!

I would like to extend my thanks to the ABAA and *especially* to Mr. Dennis Melhouse of First Folio Books in Paris, Tennessee. I've been in contact not only with my client, but with other members of the Hand Bookbinders of California

and the curator of the show from which the book was taken, and everyone is thrilled. We had all thought the book was gone forever.

Book people are good people...and thanks to you, my client will soon receive his family story-book back again.

Again, my thanks.

Margaret A. DeMouthe  
Hand Bookbinder, Berkeley, CA

## Membership Updates

**Nick Adams & Co., Rare Books**, has a new address: P.O. Box 54, 3933 Rawhide Road, Rocklin, CA 95677.

**The Associates**, Falls Church, VA, has a new fax number: (703) 578-3810.

**Robert Gavora, Bookseller**, has a temporary mailing address until March, 1994: 7979 Southeast Foster Road, No. 135, Portland, OR 97206; and a new (permanent) phone number and fax: (503) 231-7338.

**Goodspeed's** has a new address: 9 Park Street, Boston, MA 02108.

**Rick Grunder—Books** has a new address and phone number: 110 Endres Drive, No. 1, Syracuse, NY 13211; (315) 455-9656.

**Daniel Hirsch** has a new address and phone number: P.O. Box 5096, Chapel Hill, NC 27514; phone:

(919) 542-1816; fax: (919) 542-1817.

**Gail Klemm—Books** has a new address and phone number: 200 West St. James Street, Arlington Heights, IL 60004-5921; phone and fax: (708) 398-2625.

**Krown & Spellman, Booksellers**, correct phone number is (310) 395-0300. (It is incorrectly listed in the *ABAA Directory*.)

**Priscilla Juvelis** has a new address and phone number: 1166 Massachusetts Avenue, Cambridge, MA 02138; phone: (617) 497-7570; fax: (617) 497-9343.

**Richard Mohr, International Bookfinders**, Pacific Palisades, CA, is now Member Emeritus of ABAA.

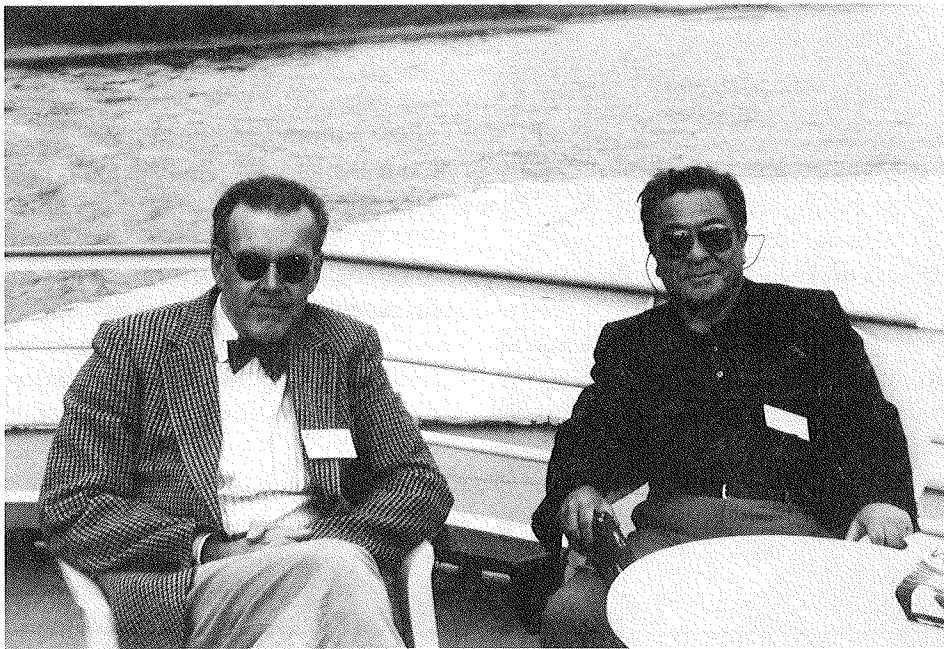
**Robert Rulon-Miller, Rulon-Miller Books**, St. Thomas, VI, is now Member Emeritus of ABAA.

**Second Story Books** has a new mailing address: 12160 Parklawn Drive, Rockville, MD 20852.

**Yerba Buena Books** has a new address and phone: 18 Burncoat Way, Pittsford, NY 14534-2216; phone: (716) 383-0564; fax: (716) 383-1225. ■

## Correction

The *Newsletter*, Volume V, Number 1 (Fall, 1993) incorrectly identified **Janet Lehr**, 891 Park Avenue, New York, NY 10021, as a newly admitted member. In fact, Ms. Lehr has been a member of ABAA since 1976.



**Incognito on the Rhine**

ABAA Newsletter  
400 Summit Avenue  
Saint Paul, MN 55102-2662  
U.S.A.

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