

56:1 The Authors Guild, Inc.

1946-91

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Correspondence

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# The Authors Guild, Inc.

1991 330 WEST 42nd STREET, NEW YORK, N.Y. 10036 1991

MEMBER Miss Yoshiko Uchida

ID #

R6268

*Yoshiko Uchida*

SIGNATURE

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Authors League of America, Inc.

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Membership Secretary

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THE AUTHORS GUILD OF THE AUTHORS LEAGUE OF AMERICA, INC.  
SIX EAST THIRTY-NINTH STREET • NEW YORK, N. Y. 10016 • TELEPHONE MURRAY HILL 9-4950

July 6, 1966

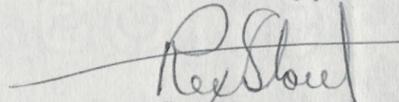
Miss Yoshiko Uchida  
645-63rd Street  
Oakland, California 94609

Dear Miss Uchida:

This is a special pleasure -- sending you this warm welcome to our membership list. If our current efforts on copyright revision, tax laws, and book royalties are successful, and we think they will be, you'll get your money's worth. If and when there is any individual problem you want advice about or help with, let us know.

The dues year is the same as the Guild's fiscal year, October 1st to September 30th, and bills are sent the first week in October. After the payment of your first year's dues, in order to put your dues account on a fiscal year basis, a bill will be sent you next July for a portion of the year.

Sincerely,



Rex Stout  
Chairman

RS:bv

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# The Authors Guild, Inc.

*A Corporate Member of The Authors League of America, Inc.*

TWO THIRTY-FOUR WEST FORTY-FOURTH STREET • NEW YORK, N.Y. 10036 • TELEPHONE OX 5-4145

November 25, 1966

Miss Yoshiko Uchida  
645 63rd Street  
Oakland, California 94609

Dear Miss Uchida:

Mr. Stout has asked us to reply to you from The Authors Guild office.

I gather that you will be submitting your next manuscript to Scribner's, and that like most of your other books, it will be a picture book for preschool or kindergarten-age children, or for children in early grades. The established publishers of such books are arguing, almost uniformly, that at least on the four-color picture book, it is impossible for them to increase the total royalty paid over 10% of the retail price. This 10% royalty is paid to a single person, if that person is both author and illustrator -- it is usually divided 5% to the author and 5% to the illustrator if they are separate people.

However, many writers or author-illustrator teams in this field, particularly when they are negotiating with a publisher for whom they have done several successful books, are writing terms into their contracts which provide for a 12½% royalty on the retail price after a certain number of copies have been sold. The point at which the royalty steps up to 12½% may be as high as 40,000 copies, or 50,000 copies -- with the author receiving 10% on all copies sold before that. Therefore, on many books that do not sell the high number of copies named as a step-up point in the contract, the provision does not, in practice, bring additional income to the author. The authors will still regard it as important to get such a provision into their contracts -- since it will, if nothing else, create an acceptance of the principle that the author should have an increased royalty in his book when it is successful -- and on subsequent books the authors often find that they can get their publisher to agree to lower the step-up point to a figure that is achievable. For example, on a subsequent book, the authors may get their publishers to say that after 18,000 copies, or 20,000 copies, their royalty will go from 10% to 12½% of the retail price.

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Another consideration is that if the art work is reproduced in three colors, the manufacturing cost will be less than for a four-color picture book, and there is apt to be more money available to the publisher. On such books the publisher may accept a step-up in royalties more readily.

Some additional considerations are the following. You may want the publisher to agree that, on the library bound edition, he will pay you the same royalty (with a step-up if you can obtain that in negotiations) on the net catalog price of the library edition. And you may want the publisher to agree that in no event will he pay you a royalty on the library bound edition that is less, in dollars, than the dollar royalty you are currently receiving on the trade edition. Such a provision would mean that in situations where the library edition was priced lower than the trade edition, you would nevertheless receive the same royalty as that paid on the trade edition.

*Clause 7 (b) ✓*

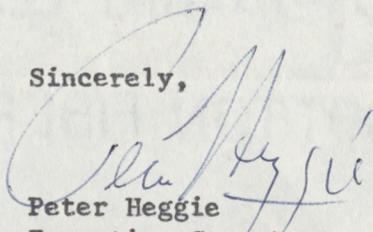
You may want to retain the motion picture, broadcasting and dramatic rights, giving the publisher no share of income from them. Or, if you give these rights to the publisher, you may want to do so under a separate typewritten clause which appoints them your agent for these rights, at a 10% commission.

*Clause 8 ✓*

You may want to retain the foreign language rights, if you have means of marketing them abroad yourself. If, however, you grant the British edition rights, and the foreign language publication rights to Scribner's, you will want an arrangement under which they receive only 20% of the income from the British edition, and 25% of the income from foreign language editions. It may be that Scribner's is already giving you these terms on foreign publication rights.

*Royalties (i) ✓*

Best regards.

Sincerely,  
  
Peter Heggie  
Executive Secretary

PH:jsw

Mr. Hall with Mr. Heggie  
Authors (League) Guild

6/3/68  
5:00 p.m.

- He was very patient, took time to counsel on various things - kindly & friendly - (but not too effective?)
- He looked over my contract. - said I should def. try for 12½. Start at 20,000 or 15,000 - just to get started - work down. 12-13,000.
- Overstock sales clause - not too important <sup>for such an advantage</sup> for juvenile Bds.
- See person in charge of promotions - talk to them.
- Export - 50% Canada not bad  
80% on other export.
- Library Ed'n - some cities suing (price fixing)  
Find out what's happening to like sales.
- Children's Bds agent: Curtis Brune  
Marilyn Marlowe -  
don't have to give them royalty on previous Bds. (over)



- Agents - possible to get agent for  
adult work only - but  
they won't like it.



June 27, 1968

Mr. Peter Heggie  
The Authors Guild, Inc.  
234 West 44th Street  
New York, N. Y. 10036

Dear Mr. Heggie:

I would like to express my appreciation to you for the time and counsel you gave me at the end of a long and busy day, June 3rd.

I had a good session with my editor at Scribner's the following day and am hopeful of a 12½ step-up in my next contract. I also appreciated your advice and assistance regarding my adult manuscript on the evacuation.

It is very gratifying to know that there is someone such as you at the Guild to whom we can turn for advice.

Sincerely,

Yoshiko Uchida

5/79

Page proofs cost more  
than bound books  
(Journey Home -  
3 cost \$37<sup>20</sup>!)

Next time wait for  
bound bks for TV, movie,  
foreign rights, etc.!

See Royalty  
folder Ath. Statement

1685 Solano Ave., #102  
Berkeley, Ca. 94707  
March 25, 1981

Mr. Peter Heggie  
Authors Guild  
234 West 44th St.  
New York, N. Y. 10036

Dear Mr. Heggie:

You have always been so helpful in the past, I am back again to seek your help with a new problem.

I am currently with a literary agency that has placed my four latest children's books, one short story, and a reprint agreement. In the past year, due to the departure of my former agent, I've had to change to a new agent within this company with whom I am not satisfied, and am thinking of terminating my relationship with this agency. I would then like to try working without an agent as I did in the past.

My contracts for the above material do contain a clause wherein I irrevocably assign 10% to the agency, so I understand I can do nothing about that. However, I am wondering if unsold subsidiary rights (film, tv, foreign, etc.) can revert to me, even though there is a sentence in the same clause that states, "the said agent is hereby empowered by the Author to act on his behalf in all matters arising from and pertaining to this Agreement."

If this sentence prevents me from recovering unsold rights, what would happen in the future if an inquiry should be made re these rights, since I would no longer have an agent in this company who represents me?

I would very much appreciate your advice on how I might proceed to terminate the above mentioned relationship, and whether I should seek reversion of unsold rights. I would like to do this, if possible, without antagonizing my present agent.

I'll look forward to hearing from you.

All the best,

Yoshiko Uchida

Encl: For "Books by Members"  
Authors Guild Bulletin

*Ask Chester re contracts*

*(over)*

1685 Solano Ave., #102  
Berkeley, Ca. 94707  
March 25, 1981

To: Books by Members Dept.  
Authors Guild Bulletin

From: Yoshiko Uchida

Atheneum/Margaret K. McElderry Books will publish  
my new book A JAR OF DREAMS Sept. 9, 1981.

# The Authors Guild, Inc.

Corporate Member of The Authors League of America, Inc.

TWO THIRTY-FOUR WEST FORTY-FOURTH STREET • NEW YORK, N. Y. 10036 • TELEPHONE 398-0838

March 31, 1981

Miss Yoshiko Uchida  
1685 Solano Avenue, #102  
Berkeley, CA 94707

Dear Miss Uchida:

I understand there is no written agreement between you and the agent, other than provisions in the agency clauses in the six book contracts. If that is not the case, the question of whether you can plan to recover and place, yourself, the unsold film, television and foreign rights in the six books may be answered by provisions in the written agreement. If there is a written agency agreement, could we see a copy. — none

The question may be governed by provisions in the agency clauses. From your letter it is not possible to determine whether the irrevocable assignment of a commission applies to all rights in a work, or to the rights granted to the publisher in the book contract. And it is not possible to determine whether there is an irrevocable assignment of the commission, or of the commission and representation of rights.

A practical concern is whether, if you control subsidiary rights not licensed to the book publisher, you would be in a position to market the foreign language and performance rights. If you will not be able to market those rights yourself, it may be in your best interests to leave the rights with your current agent for the time being --making arrangements for those rights to be handled by a new agent when and if there is one.

Usually there are two separate concerns in resolving your question. If you leave an agent, provisions in an agreement or the agency clause could commit you to paying the agent a commission on the sale of rights in a work. Circumstances, other than provisions in an agency agreement or clause, could commit the author to paying a commission on the sale or license of rights once handled by the agent. However, it is not necessarily true that the agent who is entitled to a commission must also be the

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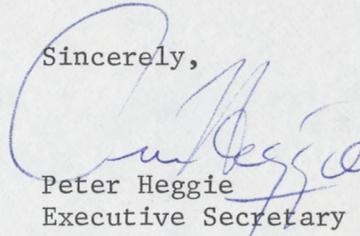
Miss Yoshiko Uchida

-2-

representative for the rights indefinitely. There are situations where the author can discharge the agent, even though some commission may be due the agent on future sales.

If there is a written agreement, we would be interested to see a copy. If there is no written agreement, could we see a copy of the agency clause from one book contract -- and if any of the six clauses varies in language in any particular, we should see copies of all six clauses.

Sincerely,



Peter Heggie  
Executive Secretary

PH:eb

1685 Solano Ave., #102  
Berkeley, Calif. 94707  
April 7, 1981

Mr. Peter Heggie  
The Authors Guild  
234 West 44th St.  
New York, N. Y. 10036

Dear Mr. Heggie:

Thank you so much for writing so promptly in reply to my inquiry. I do appreciate your help tremendously.

I do not have a written agency agreement and am enclosing a copy of the agency clause included in each of the contracts for books placed by the agency, with notations of slight deviations in the text.

If I do leave my present agent and agency, I'm hoping to handle my own work rather than look for a new agent. I do not plan, however, to undertake sales of subsidiary rights myself for the listed books. Except for the new book due this fall, I don't think any foreign rights are likely to be sold, and almost certainly, no film or TV rights.

Material from these books and the short story have appeared in several school Readers, however, and requests for such reprint permission may be forthcoming in the future.

My main concern is, what would happen to such inquiries and requests for reprint rights in the future if I no longer have an agent at Curtis Brown to handle this for me. I wonder if such inquiries would be referred to me? And if so, should such unsold rights be reverted to me, or could they be, before I could independently handle such requests?

Since I have not yet come to a decision as to what action to take re my agent, I would appreciate your keeping all material mentioned and enclosed in this letter confidential.

Again, with thanks for your patience and help.

Sincerely,

Encl: 2

Yoshiko Uchida

Copy of Clause 13: Agency clause for A Jar of Dreams here:

The above agency clause is included in the contracts for each of the following books except as noted:

1. THE BIRTHDAY VISITOR (1974). This book is now OP and although rights have reverted to me from the publisher, I assume the agency clause is still in effect.
2. THE ROOSTER WHO UNDERSTOOD JAPANESE (1975). This may also be OP, but I'm not certain. In lines 6-7 of the above, the words "and to be rendered" were not included. Probably an inadvertent error by the typist.
3. JOURNEY HOME (1977). In line 1 of the above clause, the words "the author" were omitted after "money due."
4. JAR OF DREAMS (to be published Sept. 1981) The above is from this contract.

- 
4. JOURNEY TO TOPAZ was originally published by Scribner's in 1971, is now OP, and rights have reverted to me.

In 1980 I signed a reprint agreement with Gregg Press and they plan to reissue the book in 1982. The same agency clause as above is included in this reprint agreement with Gregg Press, except "the seller" is substituted in all cases for "the author."

I assume the agency clause pertains just to this reprint edition only. Am I correct?

- 
5. "The Bracelet" is a short story which appeared originally in THE SCRIBNER ANTHOLOGY FOR YOUNG PEOPLE in 1976. Copyright has been assigned to me, but the certificate is at the agency.

There is no agency clause in my one page agreement with Scribner's, nor does it appear in any of the reprint agreements subsequently signed with three textbook houses. (Copy enclosed).

# The Authors Guild, Inc.

Corporate Member of The Authors League of America, Inc.

TWO THIRTY-FOUR WEST FORTY-FOURTH STREET • NEW YORK, N. Y. 10036 • TELEPHONE 398-0838

May 4, 1981

Miss Yoshiko Uchida  
1685 Solano Avenue - Apt. 102  
Berkeley, CA 94707

Dear Miss Uchida:

The agency clause enclosed with your April 7 letter provides (1) that all sums due you under the agreement (the book contract) will be paid to the agent, and (2) that the agent is empowered to act for you in matters that arise under the particular agreement. It also provides (3) that the author irrevocably assigns and transfers to the agent 10% of monies accruing to the author under the book agreement, "as an agency coupled with an interest."

There are no provisions in the agency clause regarding subsidiary rights not granted to the book publisher in the book contract (such as film rights, and foreign language rights retained by the author).

Assuming there is no written agreement between the agent and author, we believe that the author can terminate the agency relationship and appoint another representative. The first agent may be entitled to continue to receive commissions on income flowing to the author from contracts negotiated by that agent. However, this does not resolve all of the problems, because several questions remain:

The first agent may argue that it is empowered to continue to act for the author in matters arising under book contracts negotiated by the agent.

The first agent may argue that it is entitled to represent the author on subsidiary rights not granted to the publisher in book contracts negotiated by the agent (film rights; foreign publishing rights).

And the agent may argue that it is entitled to receive commissions on income from subsidiary rights not granted to the publisher when such rights are placed in the future -- whether by the author or by a new agent.

Obviously the Guild would not agree with all of those arguments. I will not analyze them in this letter. I believe it very likely that you can terminate your relationship with Curtis Brown (if that is your wish), on a basis satisfactory to you and the agency, and can handle your own work in the

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May 4, 1981

Miss Yoshiko Uchida

future "rather than look for a new agent," without it being necessary to test these issues -- especially since you "do not plan... to undertake sales of subsidiary rights myself for" the published works.

Curtis Brown could continue to represent you on the six works listed in the enclosure to your April 7 letter -- both as to matters arising under contracts they negotiated and which are still in effect, and as to marketing rights in the works which have not yet been placed with other publishers or other users of rights. As a practicable matter, if you do not plan to go to another agent, or to market the rights yourself, I do not see what other alternative you have. It frequently is the case that when an author and agent terminate their relationship, the agent continues to represent the author on prior works. Curtis Brown has the staff to represent your interests effectively on such works. If, eventually, you form a new agency relationship, an arrangement could be reached among you and the two agents, to transfer control of any rights which are not under contract, and which have not been placed, to the new agent.

There is also a question whether you should terminate your relationship with Curtis Brown before publication of Jar of Dreams. It may not be prudent to do that. Most of the work to be done (including book promotion) must be done by the publisher's staff, especially if you take part in a promotion plan. Nevertheless, support by the staff of Curtis Brown during the next several months may be useful.

Further, while Curtis Brown, if you terminated your relationship with them, might present no reluctance to acknowledging that you yourself should market rights in Birthday Visitor (in which rights have reverted), you have no plans at this time to market the rights -- and there is a staff at that agency which can at least handle inquiries and negotiate contracts for any new offer of rights. Similarly, the agency could process for you any new request for non-exclusive anthology rights in "The Bracelet." Curtis Brown has affiliations with representatives in London, in Europe and Japan. There is the likelihood that those foreign representatives can market foreign rights in Jar of Dreams -- as well as or better than you could yourself, or as effectively as Scribner's could do, should you now decide to grant foreign publishing rights to the publisher.

I understand your concern that, with a book due for publication in September, and with the individual at Curtis Brown who worked with you having left, you may not have the attention you wish in the coming months. However, I don't see that terminating your relationship with the agent at this time would serve your interests. You can ask Perry Knowlton, who heads the agency, to assign another person to work with you. The agency is large enough to have a bookkeeping department to review statements, another to service domestic rights, and through other agencies, handle foreign rights, etc.

Jar of Dreams

comp. 2, 3

the decision  
RV

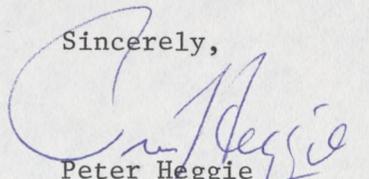
they never sold any foreign rights.

May 4, 1981

Miss Yoshiko Uchida

We can discuss this matter on the phone, and I would like to do that.

Sincerely,



Peter Heggie  
Executive Secretary

PH/eb

EAGLE-A  
Trojan Bond

1685 Solano Ave., #102  
Berkeley, Ca. 94707  
May 17, 1981

Mr. Peter Heggie  
The Authors Guild  
234 West 44th St.  
New York, N. Y. 10036

Dear Mr. Heggie:

Many thanks for taking the time to write me so fully about my problem re leaving the agency.

I think your suggestion to discuss this further by phone is excellent, and I'd like to call you at 7:30 AM (my time), (10:30 AM your time) some morning the week of May 25 if we can exchange letters in time, or the week of June 1.

The 2nd week of June I will be a little busy getting ready to go to Oregon where the University of Oregon is presenting me with one of their Distinguished Service Awards at their commencement ceremonies. Incidentally, if this would be of interest to the Guild Bulletin "Members Make News" Dept., please pass it on to them.

Please let me know which day I can call you before 8:00 A.M. If it would be more convenient for you to call me, my number is (415) 524-1152 and although I am in and out, no one else will answer if I'm not home.

One further question I'd like to ask when I talk to you is: Would Curtis Brown be liable financially for a manuscript for an adult book which their Tokyo Representative lost after holding it over two years? I'm wondering if I can ask them to pay for the cost of having a 292 pp manuscript retyped. I have a carbon copy, but it is too light to make a good photocopy from it.

I'll look forward to hearing from you.

Sincerely,

Yoshiko Uchida

Started with Ellen Levine 1972

Primarily to place an adult book -  
she worked very hard with it but couldn't place it.

Also gave her my children's books: she placed

"The Birthday Visitor" - '75

"Rooster who Understood Space" - '76

"The Bracelet" - '76

"Journey Home" - '77

She worked on <sup>Hana's story</sup> adult novel → 9/15/75 → sent to Jpu by Maureen Walters  
for rights <sup>Sept</sup> person at C.B. - in 1979

---

May 1980 - Ellen left C.B. - doing adult - Y.A.  
sugg'd I rewrite to Marilyn Marlowe who spec. in  
ch's books.

---

May 24, 1980 - sent ms for Jacu Dreams to M.E.M.

No word till Aug. (3 months)

Hears from publisher re acceptance, before M. writes - ill etc...

~~She took~~ Re Gregg Press Reprint - <sup>sent</sup> June 23, 1980 -  
pp 76 Topaz (saw her that fall)

never got  
along well  
with her -  
abrasive -  
unimmediating  
have to call for details.

In meantime possible Bantam sale - fell thru - ~~Sept.~~  
2 or 3 phone calls.

Gregg not settled until Dec. (4 months)

---

She also has 2 pic bk ms. - Thinking of requesting  
their return - Now?

---

May see her at ALA - end of June -  
Prob best not to say anything then.

---

- My problem = If I leave C.B. - any new requests  
would go to M.E.M. who prob. wouldn't put forth  
any effort on my behalf if I've left her.

---

They've never sold any foreign rights - for any of my obs.

---

Do they owe me \$ for ms on - Hana's story

1685 Solano Ave., #102  
Berkeley, Ca. 94707  
September 1, 1981

To: Stuart W. Little, Editor  
Authors Guild Bulletin

From: Yoshiko Uchida

For: "Members Make News Section"

On June 14, 1981, I received a Distinguished Service Award from the University of Oregon for "having made a significant contribution to the cultural development of society... helped bring about a greater understanding of the Japanese American culture" and for "... outstanding work in contributing to the self-esteem and self-knowledge of Japanese Americans."

On August 22, 1981, I was awarded the Morris R. Rosenblatt Award for the best general interest article to appear in the Utah Historical Quarterly for 1980.

# The Authors Guild, Inc.

Corporate Member of The Authors League of America, Inc.

TWO THIRTY-FOUR WEST FORTY-FOURTH STREET • NEW YORK, N.Y. 10036 • TELEPHONE (212) 398-0838

April 16, 1985

Ms. Yoshiko Uchida  
1685 Solano Avenue, No. 102  
Berkeley, CA 94707

Dear Ms. Uchida:

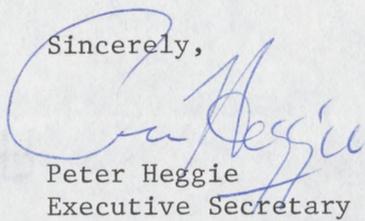
Many thanks for your letter of April 1. Your support of the Guild and your confidence in its work is warmly appreciated.

Madeleine L'Engle met with several of the Guild officers and committee chairmen last week, and I had an opportunity to discuss with them, whether the Guild should accept your suggestion that the Guild be the beneficiary of your distinguished body of literary works.

We were, of course, discussing whether another Guild Council, staff and legal counsel in the future might be able effectively to administer your literary estate.

It was their belief that the Guild would not be able, with its limited resources, to administer your estate effectively; and with an expression of their cordial best wishes and appreciation, they thought it wise to decline your kind offer.

Sincerely,



Peter Heggie  
Executive Secretary

PH:rns

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April 1, 1985

Mr. Peter Heggie  
Authors Guild  
234 West 44th St.  
New York, N. Y. 10036

Dear Mr. Heggie:

I am planning to include a bequest <sup>of a sum of money</sup> to ~~the~~ Authors Guild in my will, but also wonder if the Guild would be interested in acquiring the copyrights to my writings.

As of now I own <sup>rights and</sup> the copyrights to all my short stories and to some eighteen of my 25 published books - all but one for young people. Several produce income because of permission fees for reprinting in the anthologies and readers of various publishers.

I realize such a bequest might prove more time-consuming than profitable for the Guild, but if you would be interested, I'd appreciate learning the specific terminology necessary for proper execution.

I'm enclosing a partial listing of my writings to give you some idea of what would be available, and look forward to hearing from you at your early convenience.

Sincerely,

June 3, 1991

Hugh Rawson, Editor  
AUTHORS GUILD BULLETIN  
330 W. 42<sup>nd</sup> St.  
New York, N. Y. 10036

330 W. 42<sup>nd</sup> St.

For the BOOKS BY MEMBERS listing:

Julian Messner will publish this fall my latest book:

THE INVISIBLE THREAD: A MEMOIR

Yoshiko Uchida