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Author Klaus Mann versus Publisher Dagobert D. Runes. A Memorandum to the Authors League of America.

Mann, Klaus

New York, 1946-12-11

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AUTHOR KLAUS MANN VERSUS PUBLISHER DAGOBERT D. RUNES

A MEMORANDUM TO THE AUTHORS LEAGUE OF AMERICA

1. The contract about the projected book on Rome was signed on 29 December, 1945, by my representative, Franz J. HORCH (141 West 73rd St., New York) and Dagobert D. RUNES representing the publishing house, PHILOSOPHICAL LIBRARY. I was abroad, in Italy, at the time.

During the following months, Mr. RUNES and I exchanged several letters concerning the contents and character of the projected book. I started working almost immediately, in collaboration with a German-born scholar, DR. RUDOLFO SCHOTT (Via CIVININI 15, ROME, Italy), who is an expert in Roman history and helped me in gathering unusual material. Of course, I paid Mr. SCHOTT out of my own pocket.

About that time, my former publisher, FRITZ LANDSHOFF of L.B. FISCHER, New York, suggested to me in a letter that I write a book on the European postwar scene, offering me an advance of \$ 1000. I rejected that proposition, referring in my answer expressly to the "Rome" book which involved so much work that I had no time left for other things.

In April and May, 1946, I traveled in Austria, Germany, and other countries, but returned to Rome early in June, for the sole purpose of gathering additional material for the book on Rome. All my Roman friends (including members of the U.S. Embassy) as well as the American correspondents with whom I was in contact while in Germany, know, and will be willing to confirm, that I had no other reason to return to Rome, at that point.

When I left Italy for the U.S., on July 2, 1946, the outline of the book was nearly completed. In fact, what I took along from Rome to New York was more than just an outline; rather, it was a tentative but very detailed and almost complete version of the "city biography" (mostly written in German).

2. Upon my arrival here, I went to see Mr. RUNES (18 July) -- not to ask him for money, as he asserts in his letter of 7 Dec.; but in order to tell him that I had all my material prepared and was now ready to start writing the book proper. He told me that I should take my time, that there was no rush whatever. I said that I expected, or hoped, to have the manuscript completed by the end of the year, and he assured me that would be perfectly all right with him. There was no mentioning of the 1 August deadline. Nor⁹ did I hear from Mr. RUNES during the summer months, which I spent with my parents in California. (Mr. RUNES's statement, in his letter of December 7, that "in August again" I "made some contact" with him, "naturally, to discuss the eternal subject, Money," is without foundation.)

3. In September, I returned from California to New York, with the opening parts of the "Rome" manuscript ready. It was only then that I remembered the second instalment of my advance which would have been due on 1 June, according to my agreement with PHILOSOPHICAL LIBRARY. But as Mr. RUNES had not urged me to deliver any copy, I had no reason to be more exacting as regards the overdue payment. Mr. RUNES's view, as he explained it to Mr. HORCH -- namely, that he wanted to see "a substantial part of the manuscript," before paying the second instalment -- seemed fair enough to me (even though our

contract does not contain any clause of that kind).

4. The second and last time I called on Mr. RUNES was on November 26, when I dropped by at his office and delivered what, in my opinion, may be called "a substantial part of the manuscript" -- 63 pages, out of an approximate total of 250 or 275. I told Mr. RUNES that the completion of the book might take me a little longer than I had anticipated, but that I hoped to be ready by the end of February. Mr. RUNES repeated what he had told me before -- that he was in no particular rush to get my manuscript. The book, he explained to me, was not supposed to come out before fall, 1947. He showed me the list of the PHILOSOPHICAL LIBRARY's projected spring publications, which did not include my book on Rome; nor, for that matter, did I notice any reference to the series of "city biographies" to which, according to Mr. RUNES's statement, my book was meant to belong.

Before leaving Mr. RUNES's office, I said that I was now looking forward to receiving a check from him -- a remark that was acknowledged rather cheerfully.

5. In the light of these facts, the letters Mr. RUNES wrote to me under the dates of November 27, December 2, and December 7, are self-explanatory, as are my answers of November 29 and December 6.

As for Mr. RUNES's letter of December 7, any comment seems superfluous. Among the many absurd and distateful things contained in that document there is one, however, that deserves to be singled out. Mr. RUNES's reference to "the boys we sent to Italy to fight Mussolini" represents a truly staggering peak of impudence. For it so happens that I was one of the men who saw action in the Mediterranean theater of war, while Mr. RUNES was sitting in his New York office. Having been

an American soldier for about three years, and having served with the Fifth Army in Italy for about eighteen months, I do not want to be told by any Mr. Runes what we GIs were like and what should be told, or not told, about us. I should like the AUTHORS LEAGUE to bring this detail to Mr. RUNES's attention.

CONCLUSION:

I maintain that Mr. RUNES has broken his contract with me by refusing to pay the second \$ 500 instalment, although I delivered "a substantial part of the manuscript."

As a result of Mr. RUNES's breach of contract, I will not be able to finish an assigned book on which I have been working for the past ten months, and for the sake of which I turned down propositions made to me by other publishers. It was on account of the "Rome" book that I changed my travel plans and prolonged my stay in Europe, which involved considerable expenses -- to say nothing of the sums I spent on research work and to pay my Roman collaborator. Also, I feel that the sudden cancellation of a literary project with which my name was connected cannot but hurt my prestige.

It is therefore my intention to sue DAGOBERT D. RUNES of the PHILOSOPHICAL LIBRARY for the amount of \$ 10,000.

December 11, 1946

KLAUS MANN
New York, N.Y.
2 East 75th St.

PS I. I am able to prove, and willing to repeat under my oath, every statement I made in this Memorandum.

PS II. While just concluding the above text, I was served a Summons from the City Court (PHILOSOPHICAL LIBRARY, Inc., Plaintiff, against KLAUS MANN, Defendant) giving me notice that "judgment will be taken against" me "for the sum of \$ 1,500.00." This claim is all the more

fantastic as Mr. RUNES himself, in his letter of December 7, asked "only" for the amount of \$ 500 "which you obtained as the down payment." No other payment has indeed ever been made to me by Mr. RUNES. While denying, of course, the legality of his first demand (for \$ 500), I must regard the second (for \$ 1,500) as an insolent joke. The completely unwarranted Summons means in itself an insult and a molestation against which I wish to protest expressly and solemnly.