

Workshop:
the music
publishing industry
present and future

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National Library

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HELMUT KALLMANN provided a historical background to the music publishing industry in Canada. The situation has not changed much since the early days, and the problems remain essentially the same. The first printed music in Canada, mainly volumes of plain-chant, appeared in the early 19th century. Shortly thereafter, instruction books and songs were printed in this country. About 1845, music publishing as we know it began, and dealers flourished as much as they ever have in this country.

Four fundamental aspects characterise the Canadian music publishing industry:

- (a) The small market. Canada's population has always been sparse. Music is expensive to print. Publishers must have an adequate market, in order to make a profit. During periods of prosperity, publishers issued larger quantities of music in an effort to compensate for the small market, but the situation was frequently desperate;
- (b) Competition. European publishers, whose market was large, were able to print music in large quantities and at lower cost than was possible in Canada. The Canadian publisher was unable to compete with European publications, particularly with the foreign editions of serious music;
- (c) Local interest. The Canadian publisher, therefore, was left with the fringe areas of music. He had to publish material of local interest, such as music for churches and for schools, music for specific Canadian occasions, and French-Canadian music, in which European publishers were uninterested.

This is still partially true. For example, during the period of World War I: The United States, not being involved in the conflict, produced no patriotic songs. The Canadian publishers, such as Gordon V. Thompson, had the North American market to themselves, and published British and Canadian war songs very profitably.

Some larger Canadian works were published in the late 19th century, when cantatas and operettas, etc. appeared under a Canadian imprint. Sometimes composers found a modern equivalent of the rich patron: for example, Charles Harris, founder of McGill Conservatorium, who married a rich widow: all of his music was published!;

- (d) Non-specialization in business. Publishing was often a sideline. A business concern made its profit by selling musical instruments, recordings, and sheet music issued by other publishers. Few 19th century music catalogues exist, and those that are extant are curious: for example, a Picton catalogue of music comes from the city druggist! (Of course, this is no more illogical than copyright material being deposited at the Department of Agriculture.) The catalogues of the

Canadian Music Library, dating from this period, are distinguished by the fact that they contain scarcely anything of Canadian origin. The hard fact of the matter is that the publisher was usually a retailer, with publishing as a sideline only. Music published under a specific imprint was generally a reprint, but seldom was any acknowledgement of copyright made. The only true music catalogues dating from the early period are to be found on the back pages of sheet music.

Changes have come slowly to the Canadian music publishing industry. The first phase in the 19th century, saw Canadian printed music sold only to the Canadian market. Band music, piano reductions of orchestral music, music for churches, and patriotic music were profitable enough; little music was sold to schools. This situation remained static for nearly a century. Then, with the advent of sound recordings, radio, and movies, all of which were competition to the music publishing industry, music sales declined temporarily. Happily, with the rise of the festival movement in Canada, music sales again increased. Publishers now were assured of larger sales, to schools as well as to the festival competitors. Church and band music sales remained small but steady. In the 1940's, serious music began to be published on a large scale in Canada. Today, much Canadian music is in print.

JOHN BIRD opened his remarks by discussing the beginnings of the firm, Gordon V. Thompson. Mr. Thompson began as a door-to-door salesman, selling, and often singing, Canadian songs. These songs, especially patriotic Canadian songs, sold well until the Americans came into the picture. The firm itself began as Radio Music; it was owned in part by G.V. Thompson and in part by an American group. Then Leo Feist bought it, and it became Leo Feist Canada. A lucky break, the acquisition of the Canadian rights to There'll always be an England, made possible Gordon V. Thompson's taking over the firm, under his own name.

During this period, the young firm spent much time and energy on copyright protection: recording rights, performing rights, synchronization rights, etc., which are all money-makers. Popular music was their main concern. After the war, school music became increasingly important. The publisher had to struggle very hard to reach a break-even point. Publishers often enough issue items that will never sell, but which they feel should be made available. From the financial point of view, popular music put them in business.

The composer needs the publisher to look after his rights. The publisher, in turn, relies on the Copyright Act to protect these rights. The Copyright Act is a compulsory licensing contract; the publishers must be alert to any infringement of it.

The Copyright Act presents two major problems. First of all, it is out-of-date. For example, permission to record a work may be given

to one record company, but not automatically to another. The record company must pay the statutory rate of 2¢ per side. This was fair enough in the days of 78's, but seems outdated and unfair since the appearance of the LP. The publisher must keep hammering away at the government to improve or update the Copyright Act. Secondly, different countries are members of different copyright conventions. Canada is a member of the Berne Convention, which gives copyright protection for the life of the composer plus 50 years. Most countries, with the notable exception of the United States, China, and Russia, belong to the Berne Convention. The U.S.A. signed the Universal Copyright Act, which grants only 25 years' protection after the composer's death. This situation results in material being published in the United States that is still under copyright in Canada. Such items cannot be imported legally into Canada. In effect, libraries often hold illegal copies of music!

Publishers are now facing the problem of the photocopy machine, which, in fact, steals royalties from the composer. Free access to material is needed, but the composer/publisher should be paid. Use of the photocopy machine must be controlled.

LARRY LEWIS began by describing the situation at the Faculty of Music Library at the University of Western Ontario. Although the Music Library is part of the University Library system, it is housed with the Faculty of Music. He prefaced his remarks on the acquisition of music materials with the following statement.

Walter Gerboth, in his statement on acquisitions in Bradley's Manual of Music Librarianship, sums up the ideal situation as follows:

"The music librarian can, and should, be more familiar with the various dealers in music and know more about comparative prices than general acquisitions librarians, and should be prepared to recommend appropriate dealers to the Acquisitions Division, and, if necessary, to fully justify such recommendations. To a very large extent, the editions needed to stock a music collection are published abroad. While many European publications are imported into this country and are readily available from local dealers and publishers' representatives, there are considerable advantages in ordering them directly from Europe."*

After attempting to order all material through local dealers, it became evident that many items were not readily available in Ontario. Gradually, the music acquisitions personnel began to look further afield and to use foreign agents in order to obtain materials desired.

*Walter Gerboth, "Acquisitions: college library" in C.J. Bradley, Manual of Music Librarianship, Music Library Association, 1966, p. 18.

Mr. Lewis spoke favourably of the two-week course in music collection development offered by the Eastman School of Music. The course is very helpful for those wishing to learn how to build up a collection and how to cope with the mass of material available. (This course is offered every second summer. For information, write to: Music Librarians' Workshop, Eastman School of Music, Rochester, N.Y. 14606.)

Following the trend set by the Sibley Music Library, Mr. Lewis changed the ordering pattern at Western, splitting the orders between local Ontario agents and foreign agents. Following is a partial list of agents used for ordering music by the University of Western Ontario: for Canada, local agents, with no single agent being singled out; for the United States, Alexander Broude; for England, Blackwells; for the Scandinavian countries, Blackwells; for France, E. Ploix Musique and Blanchetot; for Germany, Harrassowitz, who also is the agent for Eastern Europe; for Italy, Leo Olschki; and several agents for Latin America.

Blanket orders have now been given to many of these agents. The consolidation of agents and blanket orders have given personnel more opportunity to obtain retrospective material.

RUTH WATANABE said that, in contrast to the Faculty of Music Library at Western, the Sibley Music Library at Eastman is a full service library, that is, all processes, including acquisitions, technical processing, etc., are carried out in the library. Therefore the personnel there must have more direct contact with sources of supply. In addition, librarians and publishers or publishers' agents have to be better acquainted with each other.

The Music Library Association in the United States discovered that publishers are extremely 'leery' of librarians. They are certain that when librarians are unable to acquire material, they substitute the services of the closest photocopy machine. Librarians are equally suspicious of publishers, who so frequently reply to their orders, "Out-of-print"! The librarian is trying to put a piece of music in the hands of a member of the public. It seems important that the publisher and the librarian get to know each others' problems. However, the librarian must realize that, while the library can exist only with the help of the publisher, the publisher does not need the library to survive, since other markets exist. The librarian must treat the publisher with respect -- and can only hope for mutual respect!

In the U.S.A., the American agent for a European publishing house is under contract to that house. The contract carries a franchise, including the right to publish an American catalogue with American prices. The European house expects that American orders will be placed with the local agent. However, European editions are often cheaper. The higher American price reflects the costs of shipping, import duty, and advertising. The source of supply of material then

becomes a question for the librarian's conscience. Publishers' agents must understand this uncomfortable position: librarians wish to obtain as much for the institutional dollar as possible!

The Sibley Music Library, a private institution, has adopted certain practices out of necessity. In order to stretch the institutional dollar as far as possible, the Library is often obliged to bypass local agents. The Library's collection numbers over one-half million volumes, to which 1,000 to 1,200 items are added each month. As it is expected to serve as a local repository for all music published, the Library must obtain as much material as possible as cheaply as possible. Blanket orders have been placed with 8 or 9 American publishers, such as Fischer, Schirmer, Associated Music Publishers, and Theodore Presser, for all American publications within certain classifications. Having purchased a copy of all U.S. publications in its area of interest, the Library has met its obligation to American publishers. Foreign agents are used for the rest of the blanket ordering: for example, Swets-Zeitlinger for Low Countries material and Dan Fog for Scandinavian material.

When a large library orders material in this manner, it receives a lot of junk. A smaller library can pick and choose more easily, buying only items of import to the collection. In addition, it can patronize American agents. It need not feel obligated to buy on a blanket order system, as small libraries do not order material in volume.

Librarians must also face their responsibility with regard to the photocopy machine. The problem of the illegal copying of copyright material has arisen. There is a difference between copying a page from a book or journal and copying a piece of music. One would not consider photocopying a book rather than buying it, generally. At the rate charged for making photocopies, one could buy several copies of the book for the cost of one photocopy edition. However, the same argument does not apply to copying music. To copy a piece of music so that one will not have to buy it is unfair to the composer.

The principle of 'fair use' suggests that copying of copyrighted material is fair if such copying does not harm the interests of the copyright owner. In the area of science, it may be a matter of life and death to obtain the latest information as quickly as possible. Access to music is simply not that vital.

The Sibley Music Library has a coin-operated photocopy machine with a notice which states: "Nothing under copyright may be legally copied". This is, of course, only a psychological deterrent.

Taping of records is not permitted, and tape recorders are not allowed in the Library. Rather than copy illegally, the Library buys

extra copies of recordings. Within the jurisdiction of the Library, records are not copied. Unfortunately, the weak spot is the faculty, whose attitude is not so stringent.

In conclusion, Dr. Watanabe uttered some of the grievances which librarians hold against publishers' agents. She wished that agents would put on their lists the name of the original publisher of a work, that they would supply uniform titles for works, which would not only greatly assist cataloguers but would also help to deter the purchase of duplicates, and, finally, that they would stock the items listed in their catalogues.

The DISCUSSION which followed centred around local agents, out-of-print material, rental material, reprints, and new media.

LOCAL FRANCHISES AND FOREIGN PUBLISHERS

Mr. Bird pointed out that, by signing a contract, a local agent becomes the exclusive agent for a foreign publisher. It is illegal for buyers to go to anyone else. The Canadian Music Publishers' Association intends to select one or two places of entry into Canada, and watch them carefully: any music coming direct instead of passing through the Canadian agent will be declared illegal.

Dr. Watanabe pointed out that if no agent has been assigned, the librarian has no choice but to buy from abroad.

Local agents sometimes give false information, such as listing an item as out-of-print, while the original publisher can generally give the true story. In addition, the local agent sometimes advertises material as being available, when in fact he does not have it in stock.

Mr. MacMillan commented that, in Canada, publishers cannot exist without being agents. In the United States, however, this is not necessarily true.

Dr. Watanabe suggested that, in the United States at least, the library trade is a very small part of the total market. However, the library can act as a source of publicity for the publisher. For example, church and school librarians may look at one copy of a piece of music in the public library, and then order 25 copies from the publisher. The librarian will not put an individual who wishes to purchase music in touch with a European publisher if a local agent is available.

Dr. Watanabe reiterated that, from the publisher's point of view, a profit must be made. The librarian, however, must stretch the

institutional dollar as far as possible. The Music Publishers' Association and the Music Library Association must work together to solve these problems.

OUT-OF-PRINT MATERIAL

Mr. Bird said that an item becomes out-of-print because, for the most part, it takes many years to sell a few copies. Dr. Watanabe pointed out that, if a library required an out-of-print item, the librarian could contact the publisher. If the latter had a copy, he could make a photocopy for the library. Mr. Bird agreed that Gordon V. Thompson would do this. According to the law, if no copies are available and if the publisher will not reprint a work, another group may apply to the government to make reprints. One thousand copies must be made, and royalties must be paid.

Dr. Watanabe mentioned that the Music Publishers' Association and the Music Library Association co-operated in the drafting of a form for out-of-print materials which are covered by copyright. (See Appendix) The librarian requests from the publisher either a reproduced copy or permission to copy one that exists elsewhere.

RENTAL MATERIAL

Dr. Watanabe asked about the procedure to follow when material available on rental is requested by a library or by a library patron doing research: should the publisher who holds the copyright send such material to the library on loan? Mr. MacMillan replied that the library must consult the holder of the copyright and negotiate individually with him.

Dr. Watanabe asked whether a large number of scores are available only on rental. Mr. Bird replied that only a small proportion of available scores may be obtained only on rental.

Mr. MacMillan described the situation at the Canadian Music Centre, where the majority of the holdings consist of unpublished material. The Centre does not hold copyright on the material, nor does it sell any of the scores which are published. The Centre exists for promotional purposes only, and the material held there is only intended for loan. When requests are received, the Centre asks the composer for permission to copy the composition. Unpublished scores are put on microfilm, for the sake of safety. When the Centre writes composers to ask if microfilm may be made available, most agree, with certain restrictions, e.g. only to libraries or only to Canadian libraries. A set of microfilms at \$350.00 is available for study purposes from the Canadian Music Centre. Unfortunately, a snag,

undoubtedly temporary, has developed regarding the shipment of microfilms abroad, notably to the U.S.A., since the ownership is not protected from U.S. copyright. Mr. MacMillan stated that some sets have been delivered.

REPRINTS

Dr. Watanabe commented on the increasingly grave problem of distinguishing an original publication from its reprint. Librarians must band together and ask publishers to list reprints, and to indicate original sources and imprints. The user often does not realize that he has a reprint in his hands when the imprint date is 1971: in actual fact, the item may have been published originally in 1903.

OTHER MEDIA

It appears that many futuristic possibilities exist. Some are indeed realities, while others may be only 'pie in the sky'.

(a) MICROCARDS are already passé. However, if they are in the collection already, do not destroy them! At one point, it was believed that they might be fed into a reader-printer, but this possibility did not materialize.

(b) MICROFICHE has been found to be more satisfactory. It is transparent rather than opaque, and can be used in a reader-printer. Also, it can be converted quickly into hard copy.

(c) MICROFILM IN 16MM FILM OR FILMSTRIP is also available.

A micro-library is possible, but it should be considered as useful for back-up material, rather than for material intended for performance or constant study. It cannot be considered an adequate substitute for the printed piece of music.

As in other disciplines, it is impossible to have a complete music collection. Librarians must learn to co-operate in using micro-material, and make it available to other libraries, as a back-up service.

(d) SLIDES are increasingly important to the music library in areas such as musical instruments, etc.

The International Association of Music Libraries is interested in a new project, musical iconography. It will deal with pictorial material to do with music, e.g., accurate pictures of instruments, etc. A computerized union catalogue is contemplated. Existing things are just around the corner!

(e) CONTEMPORARY MUSIC is published in odd forms and shapes, such as scrolls. In the future, performers may perform from a projected score; this would appear to be feasible with the 'diagram' music of some modern composers.

(f) AUTOMATION has numerous implications for storing and retrieving information. Most schemes, however, are characterized by a certain naiveté. The cost is prohibitive, and much of the planning is still visionary. The publisher will no longer keep material on hand: the customer will obtain material immediately through print-out, and charge it! Catalogues will be essential for information retrieval.

The discussion ended on an old and familiar note, which was not resolved: where is copyright in all this?

ADDENDA

A list of international music publishers may be found in BILLBOARD. Buyer's guide. This is available from: Billboard Publications, Inc., 2160 Patterson St., Cincinnati, Ohio 45214.

A list of Canadian music publishers may be found in RPM. The Canadian Music Industry Directory. This may be ordered from: RPM Music Publications Ltd., 1560 Bayview Ave., Suite 107, Toronto 17, Ontario.

APPENDIX

LIBRARY REQUISITION FOR OUT-OF-PRINT COPYRIGHTED MUSIC

This form approved by Music Library Association ("MLA"), Music Publishers' Association ("MPA") and National Music Publishers' Association ("NMPA").

To _____ Date _____
(name of publisher)

We require, for library use, the work(s) entitled:

1. If in print, please send us _____ copies of the work(s) and bill us.

2. If permanently out of print, please sign the duplicate of this form, which shall constitute permission by you to us to make or procure the making of _____ copies of the work(s), but only on the following conditions:

- (a) The copyright notice shall be shown on all copies.
- (b) All copies shall be used for library use only.
- (c) No recording use or performance for profit use or use other than library use shall be made of any copy unless such use shall be expressly licensed by you or an agent or organization acting on your behalf.
- (d) We shall pay _____ for the right to copy pursuant to this permission but not otherwise.
- (e) We (do) (do not) own a copying machine.

3. If any work referred to above is unpublished and available on loan to us, please advise the terms and conditions of such loan. If not available to us, please insert an X here ___ and return the duplicate of this form to us promptly.

4. If any work referred to above is not in your catalog, please insert an X here ___ and return the duplicate of this form to us promptly.

Very truly yours,

AGREED TO:

(Name of Publisher) (Name of Library)

By _____ By _____

This form should be prepared in duplicate. Additional copies may be secured from MLA or MPA, 609 Fifth Avenue, N.Y., N.Y. 10017, 4th floor, or NMPA, 460 Park Avenue, N.Y., N.Y. 10022.

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