

THE METHODIST BOOK ROOM, TORONTO, CANADA

SAMUEL W. FALLIS, *Book Steward*

TORONTO, April 20, 1925.

W. G. RAYMOND, Esq., M.P.,
Chairman, Copyright Committee,
Room 413,

House of Commons, Ottawa, Ont.

Dear Mr. RAYMOND,—My attention has been called to certain letters appearing on page 263, Proceedings and Evidence No. 9, Special Committee on Bill No. 2, *re* Copyright Act.

I wish to say that these letters are unauthorized. Mr. Marquis does not represent me on this matter and in undertaking to do so has fallen into the very error he condemns in another.

It is true I do not know Mr. Blake Robertson and he does not represent the Ryerson Press, except that he was quite within his rights in using the telegram sent to Mr. Sutherland, Secretary of the Toronto Typothetae by the superintendent of our factory. This telegram was despatched in good faith by Mr. Cope in my absence and I wish you would be good enough to tell your Committee that I have no intention of repudiating it. Mr. Cope had every right to assume that such would be my attitude, since he knew that previously we had given our support to the clauses in dispute. When I returned I began impartially to study the Act to read the claims of authors, publishers and printers and the evidence as presented to the Committee. I gather from the Act that:

1. A publisher cannot, under any circumstances, take the work of an author, whether book or serial, without remuneration, which would never be less in Canada under the licensing provision, than he is receiving in the United States for his Canadian rights.

2. The applicant, that is, the publisher, may go direct to the Department of Copyright with his request for publication privileges under the licensing clauses, but the author must be brought into the consideration at once or it goes no further except on default of the author.

3. The author has every opportunity of showing to the department just cause for refusing the application of the publisher.

4. The applicant for license must give satisfactory security to the department for the payment of all such royalties.

5. The clauses are designed in the national interest to create work within Canada, which otherwise would be done outside.

Therefore, I have concluded that the authors are making a great ado about nothing, sincerely no doubt, but nevertheless mistakenly. I cannot see where their interests would suffer at any point. In no case will they receive less for their work under the operation of the clauses and in some cases may even receive more. The only claim having any force is that the author has the inherent right to say what shall become of the child of his brain, but on closer examination even that must be modified. To assert that the licensing clauses make possible the theft of an author's product by a publisher is to use rather robust language that to me is not very impressive.