THE PRINCE OF AGENTS:
JAMES BRAND PINKER AND HENRY JAMES

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by

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Introduction

This study is a narrative of the work accomplished on behalf of Henry James by his literary agent, James Brand Pinker, drawing from primary documents to establish that without Pinker, James would have spent the last fifteen years of his life unpublished and unable to produce the novels, stories and essays that are now part of the canon of American literature. Using correspondence between Pinker and James, and most importantly, Pinker and the primary publishers of James’s work from 1898 until Pinker’s death in 1922, along with secondary works noting the context of the agent’s endeavors during this period, this study demonstrates the link between Pinker’s work and James’s continued presence in print, both during the author’s lifetime and after his death. Most of the correspondence included in this study remain unpublished and have not been previously examined, and no one has presented James’s or Pinker’s correspondence as proof of the value and necessity of the author’s business relationship with Pinker to his success as an author towards the end of his life.

Two studies offer background material for this dissertation but do not use the primary documents herein or deal with Pinker’s work for James at any length. In Friction With the Market, Michael Anesko explores James’s career as a professional writer with brief mention of Pinker’s role. In his introduction, he explains that “novelists
write to be purchased and read”¹ and, to summarize the point of his study in brief, James was no exception, whether or not he wanted to admit it to himself or others. Anesko uses publishers’ records, documents noting James’s literary income, and correspondence between James and his publishers to make his case that James, while clinging to his desire to be seen as a creative artist, struggled with the idea of professionalism, which would measure his success by readership and income rather than talent. His refusal to cheapen his craft did not, however, deter him from negotiating rather manipulatively with a variety of publishers to find the best financial deal for his material. These contradictory impulses, Anesko claims, are reflected in James’s novels, specifically *The Princess Casamassima* (1886) and *The Tragic Muse* (1890), wherein his characters suffer the same conflict between art and commercialism that the author was attempting to reconcile within himself. James’s biography of Hawthorne, which was not flattering, is also addressed, but as an example of James’s desire to be more sophisticated in his business arrangements than his subject, preventing the poverty of purse and notice his predecessor had endured. Anesko focuses on James’s work and efforts through 1893, shortly after his sister Alice died and he inherited her share of the family wealth, thus, according to Anesko, relieving his financial concerns and therefore the necessity of pursuing top dollar for his material. Unlike Anesko’s work, the present study uses correspondence between Pinker and publishers in relation to James and his writing beginning in 1898, five years

after Anesko claims James enjoyed financial security, a security that James immediately revealed to Pinker did not exist, at least on a psychological level. While Anesko makes little note of Pinker’s role, the correspondence shows that without the agent, James would not have produced and sold the work of his later years (including the work he considered his masterpiece, *The Ambassadors*) and would have suffered from a fear of the same impoverishment Hawthorne endured.

Mary Ann Gillies’s *The Professional Literary Agent in Britain, 1880-1920*, on the other hand, uses publishers’ and literary agents’ archives to show how vital the role of the literary agent (in general) was during this time period, both in the careers of specific authors and in the changing course of the publishing world. The necessity of the literary middleman is addressed in terms of changes in taxation, printing technology, and increasing literacy rates, all of which added up to a larger, more complicated market of opportunities for authors in an increasing field of competition. A.P. Watt, as the first professional agent (beginning, officially, in 1881), is credited with establishing the policies of agents, including the 10% fee that became a standard (one that Pinker adhered to as well), and his experience as an advertising agent gave him an awareness of the publishers’ needs in regard to marketing that would allow him to represent both authors and publishers. His ability to work both sides of the fence, so to speak, did not necessarily endear him to authors like James, who, as shown in this study, preferred the attentions of Pinker, who worked solely in the interests of his author. Gilles discusses Pinker’s role as an alternative to Watt, who preferred to represent established and
successful authors, as offering new talent, as well as female writers, an opportunity to prove themselves in the market. Pinker saw potential if not necessarily financial gain, and his approach opened the door to many authors who would not have seen their work in print without his assistance. The working relationship between Watt and Lucas Malet is considered, in contrast to that of Pinker and two of his clients, Joseph Conrad and Somerville and Ross (the writing team of Violet Martin and Edith Somerville). Gillies marks Pinker’s role not only as literary agent for these authors but as consultant in a variety of personal affairs that would have, unresolved, interfered with the writers’ abilities to produce material for him to sell. For Conrad, Pinker was a banker and payer of bills, and on occasion travel agent. Somerville and Ross enjoyed the social company of the friendly Pinker, inviting him to hunt on the Somerville family estate. The women were nearly impoverished and stressed with domestic duties; Pinker offered praise for their creative efforts and practical advice on selling the Somerville art collection and homes, for which he often found buyers. Pinker’s work for James, however, is not addressed in such detail, necessitating the need for the current study, and his attention to James, entirely different to that of the other authors he represented, shows his ability to individualize his work to provide the best service to each client, that is, the service that allowed them to produce marketable work.

The social context for the publications traced in this study began nearly half a century before James hired Pinker to represent him and his work. The magazine market grew exponentially as the year 1900 approached; the abolishment of paper taxes earlier in
the century lowered prices and the demand for cheaper reading material arose alongside this development after the Education Act of 1870 in England and continued efforts in the United States towards compulsory education (1645-1918) created an increasingly literate public.\textsuperscript{2} The advent of the transcontinental railroad in the United States in the 1860s had widened the distribution area along with increasing the speed at which material was delivered. The invention and use of linotype beginning in 1884 allowed for faster typesetting of these materials. By 1894, inexpensive single volume prints and reprints had replaced the triple decker novels that filled the shelves of circulating libraries, offering access to readers who could not afford the larger version. Publishers promoted their authors and titles by advertising them in trade journals, newspapers, and magazines, and aimed to keep as much profit from the author’s work as possible to cover this investment; they also had in-house serial outlets with which to test the market before printing an author’s work in book format, such as \textit{Harper’s Monthly Magazine} and \textit{Scribner’s Magazine}.

Authors were used to a half profits system in which they shared earnings equally with book publishers, which kept them waiting for money until after the publisher took his share to cover expenses, and increased opportunities in which these authors had to make that profit created complications if they expected a greater and more timely reward for their efforts. The literary agent, as James Hepburn notes, was an “inevitable

\textsuperscript{2} In the United States, the average illiteracy rate of the white population over the age of ten years in 1902 was considerably different between states that had compulsory education (3.8\%) and those that did not (14.55\%). \textit{Journal of Education} 56 (1902): 66.
phenomenon” appearing on the literary scene informally around 1875 in order to represent the author’s interests when dealing with publishers. Authors were often at a disadvantage by their lack of knowledge about the market and the potential profit inherent in their work and needed the business savvy of an agent who would bargain on their behalf. As Gillies notes, “Agents undermined publishers’ traditionally dominant position by forcing them to expose their activities to public scrutiny–public in the sense of authors and agents. They helped authors to empower themselves–by assisting them in their fights for better financial terms and more control over their literary property.”

The half profits system (in which authors shared the financial risk with publishers by splitting the costs and profits equally with them) gave way to the leasing of copyrights (rather than outright sale) on the basis of a percentage of royalties and an advance on those royalties. A shift in power from publisher to author was possible through the mediation of the literary agent, and while James had earlier in his career successfully negotiated his way through a variety of publishers (which is adequately outlined by Anesko in his study), the expansion of the market along with his failure to adhere to a trade courtesy that required faithful relationships with the same publishers created business problems he was unable to manage on his own. His refusal (or creative inability) to write on demand, meet deadlines, and cater to the changing preferences of a

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growing reading public was, and would continue to be, self-subverting. Anesko mentions that “even though an expanding literary marketplace created new opportunities for the discovery and promotion of artistic talent, the conditions by which such phenomenal growth was achieved carried with them new threats to the writer’s integrity and to the very habits of mind that made possible the creations of a lasting and significant literature.”

That integrity and those habits (or lack thereof) of many of Pinker’s clients would make the agent’s job during the remainder of his life quite difficult, as the following chapters will demonstrate.

The last decade of the nineteenth century marked a series of endings for James on a personal and professional level. The author struggled with the loss of family and close friends to illness and possibly suicide, coupled with theatrical experiments that began well but ended miserably. In true Jamesian fashion, he made use of his experiences by translating them into modifications of his craft, which changed markedly by the turn of the century. Just as his writing changed, so did the opportunities in which to place it.

The International Copyright Act of 1891, which offered legal protection to authors who wished to publish in the United States as well as foreign countries as long as those authors deposited a copy of their work (a deposited copy that was printed in the United States, not sheets or copies manufactured in a foreign country) in the Library of Congress before or on the day of publication in the other country, came far too late to protect the American rights to the wildly popular and financially successful pirated *Daisy Miller*

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5 Anesko, *Friction* 34.
more than a decade earlier, but created possibilities that took time to investigate and negotiate, time that James held dear to his craft. In February 1888, he wrote his brother William:

I have lately put my literary affairs (so far as they are connected with magazines) largely into the hands of an agent, one Mr. A.P. Watt, who places & arranges for all the productions of Walter Besant, Rider Haggard, Wm Black, Bret Harte, James Payn & Wilkie Collins. He appeared eager to undertake me, and am promised remarkably good results from it. He is to make one’s bargains & take charge of one’s productions generally – but especially over here. He takes 10 percent of what he gets for me, but I am advised that his favorable action on one’s market & business generally more than makes up for this - & that even if it didn’t the relief & comfort of having him take all the mercenary & selling side off one’s mind is well worth the cost. I debated a long time, but the other day he came to see me & after a talk seemed so much impressed with the fact that I have done much less well for myself than I ought to be done for, that I entered into relations with

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8 The United States Copyright Act of 1909 was the only other copyright law that would have affected James during his lifetime, providing for double the length of copyright, from 28 to 56 years. This does not seem to have been an issue for either the author or Pinker.
Watt, widely considered the first professional literary agent, became successful by aligning himself with authors who were proven financial successes themselves as well as working with publishers to his advantage. He “functioned as a middleman between writers and publishers, and he flourished partly because he kept the interests of the publishers in mind when he negotiated.”

James may have turned to Watt when the unthinkable happened – the Atlantic refused his short story “The Pupil” - but James had approached Watt through Watt’s client Walter Besant before this “shock of a perfectly honest surprise.” James was particularly upset because the Atlantic had published his first signed fiction, “The Story of a Year” in March of 1865 and had consistently accepted his short stories, reviews, and essays since then. This refusal may be explained by the reduction in James’s commercial value, reflected also in the advance offered by Frederick Macmillan for The Tragic Muse, which put James on edge in his negotiations with the publisher on March 26, 1890: “I’m afraid I can’t meet you on the ground of your offer in regard to the publication of ‘The Tragic Muse’ in this country – two thirds in the

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future. That future is practically remote & I am much concerned with the present”\textsuperscript{10} and again, two days later: “Unless I can put the matter on a more renumerative [sic] footing all round I shall give up my English ‘market’ – heaven save the market! & confine myself to my American.”\textsuperscript{11}

Less than a week later, Watt proved useful in arranging an acceptable financial settlement (£250 for British and colonial rights for five years and two months) with the same publisher: “I hear with pleasure from you that you have so promptly arranged the matter of the \textit{Tragic Muse}: I am quite content with this result.”\textsuperscript{12} Meanwhile, James met and befriended young Wolcott Balestier, an American author who worked for the New York publisher John W. Lovell and eventually collaborated with Heinemann to publish English and American work on the continent, as he wrote to William Dean Howells in May of 1890: “I have lately seen much the admirably acute & intelligent young Balestier, who has been of much business use to me & a great comfort thereby – besides my liking him so. I think that practically he will soon ‘do everything’ for me.”\textsuperscript{13} Balestier negotiated terms with Edward Compton for the production of the theatrical version of \textit{The American}, which James adapted during the fall of 1890, by the Compton Comedy Company in England. This collaboration between author and producer was successful, as

\textsuperscript{10} Horne, \textit{Henry James: A Life} 219.

\textsuperscript{11} Horne, \textit{Henry James: A Life} 220.

\textsuperscript{12} Horne, \textit{Henry James: A Life} 221.

\textsuperscript{13} Horne, \textit{Henry James: A Life} 224.
James wrote to George du Maurier in January of the following year: “We really did very well indeed.” Reviews ranged from claims that “James is at the height of his fame as a novelist” and promised “no small enrichment of the stage with his “evident theatrical talent” to those of Harriet W. Preston, who called the first act “tiresome and irrelevant” with characters who were “colorless and overacted.” James seemed affected more by the popular and immediate audience response than the written reviews and was pleased by the apparent acceptance. Unfortunately, the partnership between James and Balestier ended tragically when the younger man died in Dresden of typhoid in December of 1891.

A series of deaths surrounded that of Balestier, including those of James’s old friend James Russell Lowell in August of 1891 and six months later his sister Alice: “It makes a great difference in my life – but I must live with the difference as long as I live at all” he wrote Elizabeth Lewis five days after Alice’s death. Meanwhile, The American was still holding its own on the road, and James continued to work on both drama and fiction in spite of his personal losses. Close friend and valuable source of gossip and social information Fanny Kemble died in 1893, as James focused on polishing the play Guy Domville, his hopeful successor to The American. The following year

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proved doubly tragic with the surprising suspected suicide of Constance Fenimore Woolson, who had often shared quarters with James as a travelling companion in Venice, and the death of Robert Louis Stevenson, who inspired James with his fearlessness and thrilling writing: “That he’s silent forever will be a fact hard, for a long time, to live with”\textsuperscript{18} he lamented to Edmund Gosse in December of 1894. In spite of these troubles, between \textit{The Tragic Muse} in 1890 and the beginning of 1895, he managed to find time to assemble and negotiate terms for the publication of three short story collections, two volumes of essays and four plays.

The year 1895, however, promised a turn in fortunes professionally that must have encouraged James as he managed emotional upheaval as continued personal tragedies darkened the decade. The play he had finished for Edward Compton over a year before, \textit{Guy Domville}, was scheduled for production in London on January 5, and for James there was no reason to think that it would be any less successful than his adaptation of \textit{The American} four years earlier, which had enjoyed popular if not critical success for over two years. Unfortunately, it was not to be. After an opening night that closed with a confusing blur of catcalls and applause as James took the stage, \textit{Guy Domville} lasted only one month more (39 performances, earning the author $1300), suffering the opposite fate of its predecessor: critical acceptance and popular failure. James’s distress at this response was only magnified by the earlier reaction to \textit{The American}: “James turned to the theatre in the hope, not only of money, but of a tangible

\textsuperscript{18} Horne, \textit{Henry James: A Life} 271.
response to his work. The extreme elation at Southport would be the result, literally, of the physical conditions of the theatre: a visible audience, audible applause.”¹⁹ One anonymous reviewer referred to the drama as “a stupendous failure”²⁰ but well-known London critic William Archer praised the play while criticing the audience’s behavior.²¹ Decades later, Leon Edel would speculate that “the fundamental truth was that he was too refined and subtle a talent to reach the ‘common man.’”²² James seemed to see only the negative responses and complained to Howells: “I’m utterly out of it here - & Scribner, the Century, the Cosmopolitan, will have nothing to say to me – above all for fiction. The Atlantic & H&M [Houghton Mifflin] treat me like the dust beneath their feet & the Macmillans, here, have cold-shouldered me out of all relation with them.”²³

James’s embarrassment and disappointment were acute, but not such that his devotion to his work was stunted. In fact, he rededicated his efforts to fiction while lamenting his theatrical failure, publishing yet another volume of short stories by the end of the year, and making use of his experience writing drama to set a more effective stage, so to speak, for his new work: “he would never again write the kind of novel he had

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²³ Horne, Henry James: A Life 277-278.
written before his dramatic years. The stage had given him new technical skills; these he
would now use in his fiction.” 24 His concerns for his declining income kept him working
as well; he was used to a comfortable amount to support his extravagant lifestyle without
using his inheritance and worried that the less than $2500 per year he was averaging
would not be substantial enough. As Matthiessen remarks of the notebook begun during
this year, it “illustrates the fertility of his middle years; it contains the extensive
development of The Spoils of Poynton and What Maisie Knew, the substantial nurturing
of the ‘germ’ of The Ambassadors, and the marshaling of sundry ideas into manageable
lists.”25

While he completed The Other House and another short story collection, he
decided that London, his primary residence of twenty years, had become
counterproductive. The continuous movement, the social demands, and the closeness of
others in general all made it difficult for him to write. He took a vacation to Rye on the
southwest coast in 1896 and discovered a retreat suited to his artistic temperament where
he had peace and privacy along with room to bicycle in solitude. His rest was disrupted
by the death of old friend George du Maurier in October. He began dictating his work
during the winter of 1896-1897 in the midst of What Maisie Knew after a summer


UP, 1955) 129.
struggling with writer’s cramp, employing the very detailed and experienced stenographer William MacAlpine for the job.

James enjoyed the professional advice and assistance of Howells, his longtime mentor and friend, in the matter of placing the rather unorthodox *The Awkward Age* in 1897: “I am sure you will be glad to know what your magic voice has wrought – a proposal, on Nelson’s part, to which I have already lucidly responded . . . You were wholly right as to the fee or guerdon - £600 is exactly what would have been the form of my golden dream, and is what I have directly named.” According to Kaplan, this amount was unexpectedly high and undoubtedly due to Howells’s influence with Henry Loomis Nelson, editor of *Harper’s Weekly*. James’s relationship with Watt had ended some time before and while James was an old hand at pressing publishers for the financial value he attached to his work, Howells noted the difficulties his friend was having with the American market in particular. While there is no documentation as to reasons for James to dismiss Watt, one can speculate that the agent’s methods of working both sides of the literary fence, attempting to please both author and publisher, were not to James’s liking or benefit. As Gillies puts it, “Watt’s business model had little room for championing of new writers, a fact that would have consequences both for the profession


28 Anesko’s handling of the James-Howells correspondence deals with these issues, as does his study of James’s difficulties with the market forces in *Friction with the Market*. 
of agenting and for print culture in general . . . because Watt was slow to change, his rivals provided an important emerging coteries of authors and publishers.”

After James signed a twenty-one year lease on the idyllic property in Rye, Lamb House, in 1897, the financial burden of such a long commitment and the price of upkeep on an old property created some distress and James accepted an offer from Blackwood to compose a biography of William Wetmore Story (1903), a project that would haunt him for years due to a lack of material and fear of displeasing members of the subject’s family. Edel notes that James, “in an era of copyright chaos, before the advent of the literary agent, negotiated and published in three literary capitals: Boston, New York and London. He bargained stiffly: he demanded his price and usually received it” – but those days were over. Howells urged him to find an agent, and by the spring of the following year James had enlisted the aid of James Brand Pinker, former assistant editor of Black and White, a weekly to which the author contributed three stories from 1891-1892.

J.B. Pinker, as he was known, had been in business as an agent only two years before James approached him, but he was quite busy from the start of his enterprise. In 1895 he left his position as editor of Pearson’s Magazine and in January 1896 he wrote to H.G. Wells offering his services as a literary agent. One of Pinker’s first clients, Wells

\[28\] Gillies 38-39.


\[31\] “Sir Edmund Orme” 25 November 1891, “The Real Thing” 16 April 1892, and “The Visit” 28 May 1892.
was a problematic one because of his habit of placing his work rather wildly prior to Pinker’s intervention. This issue foreshadowed a problem Pinker would have with James, though James’s was of a greater magnitude. Within his first couple of years as a literary agent, he managed to upset Oscar Wilde, who complained that Pinker “is not to be trusted” because the agent was unable to place *The Ballad of Reading Gaol* in 1897 and called Pinker “ridiculous” as well as an “absurdity.” 32 In Pinker’s defense, Guy and Small explain that “Wilde’s dismissal of Pinker is almost certainly unfair . . . Pinker had a reputation for succeeding with difficult writers, and his failure to place Wilde’s work should perhaps be read less a testimony to his – that is, Pinker’s – inadequacies than to the enormous difficulties posed by Wilde’s reputation.” 33

His decision to work with and for an author was, however, a commitment to work tirelessly on behalf of that author, regardless of historical difficulties such as those of Wells and Wilde, without concern for the publishers involved, a claim that his competitor Watt was unable to make. Pinker would not accept a client in whom he did not believe and had an eye for talent that was a result of his days as a reader and an editor. His efforts went beyond financial reward; he wanted the work of his authors recognized for the genius he believed it to be. The personal financial stability gained upon his marriage to Mary Elizabeth Seabrooke, who brought money from her father’s successful brewing

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business into the arrangement, years earlier made these convictions possible. He claimed to serve one master; his first and only allegiance was always to his author. By agreeing to represent an author, he made a statement of personal belief in the creative and financial possibilities of that author, and as such, was very discerning about choosing his clients and would not take material he felt he could not honestly represent. He was candid and aggressive, qualities that made some publishers uncomfortable and even angry.

Pinker’s ability to deal diplomatically with difficult and delicately constituted writers was, according to observers like Frank Swinnerton, a shift from his attitude towards publishers: “He drove a hard bargain. I have seen magazine editors glower at him, and a publisher grew pale under his deadly silences.”34 His persuasive methods varied as necessary and his experience as an editor, reader, and journalist all contributed to knowledge of the publishing world that gave him, and his clients in turn, an advantage the authors alone would not have had. He was an author’s agent, as he was proud to say, and his allegiance was, without question, to his writers. This claim, and his growing reputation, led Cora Crane to send him some stories authored by her common law husband, Stephen Crane, during one of the couples’ many financial crises. The writer had disappeared in Havana and was out of contact for several months when Cora sought Pinker’s services, and the agent’s subsequent interest may have encouraged Crane, finally discovered and told of the possibility of an advance on his work, to return to England.

Mizener provides a less dramatic account of the association between Pinker and the

34 Frank Swinnerton, Background With Chorus (London: Hutchinson, 1956) 129.
Cranes: “It is some indication of Pinker’s success that as early as 1898 a writer of Stephen Crane’s reputation should have sought him out in London.”

Regardless of Crane’s literary reputation, his financial situation, which clearly necessitated the partnership, would be a continued source of stress in the little time before Crane’s death and even afterwards, as the grasping Cora continued to bid for financial support.

Pinker added George Gissing to his client list in 1898 along with Crane, and continued to push for the best terms for Wells. He frustrated the publisher William Heinemann with his hard bargaining over The War of the Worlds, which makes Whyte’s assertion that it was actually Heinemann, a notorious hater of literary agents, who gave his approval and possibly the idea for James to employ Pinker, amusing as well as inaccurate.

Unfortunately for Pinker, Heinemann was not alone in his distrust of agents. While Pinker wrestled with difficult authors (many of whom were friends of James) and stubborn publishers, James, as Ford Madox Ford dramatized “. . . had had financial misfortunes and the future looked like a gloomy vista of pinched discomfort. ‘And then suddenly,’ said Mr. James, ‘along came a little man called . . . Pinker.’ Pinker . . . jumped about and kept his promises. And all was gas and gingerbread.”

Gingerbread aside, James’s real and pressing need for financial stability in the face of an


36 “It was with his complete approval, not actually at his suggestion, that Mr. Pinker in 1898 became Henry James’s agent.” Frederic Whyte, William Heinemann, A Memoir (Garden City, NY: Doubleday Doran, 1929) 125.

older home in need of repair and a longstanding commitment to a lifestyle that required a large and consistent income led him to Pinker’s doorstep, where he sent three stories in May and June of 1898.38

Each chapter in this study focuses on the business context of the production of James’s works published during the time Pinker served as his agent. Chapter One details the correspondence between Pinker and publishers Heinemann and Methuen regarding The Soft Side, The Sacred Fount, The Ambassadors, The Golden Bowl, and The Finer Grain, noting in particular issues with James’s ability to deliver manuscripts on time and Pinker’s heavy-handed approach to obtaining advances for James much earlier than was standard practice. Pinker’s interest in protecting James’s rights on the Canadian market through the agent’s concern for Methuen’s rights to same is demonstrated as well. Chapter Two uses correspondence between the agent and publishers Constable, Houghton Mifflin, Macmillan, and Scribner regarding The Sacred Fount, The Wings of the Dove, The Better Sort, The Golden Bowl, The Outcry, A Small Boy and Others, Notes of a Son and Brother, Notes on Novelists, The Middle Years, The Sense of the Past, The Ivory Tower, and the New York Edition to demonstrate Pinker’s success at continuing to obtain large and early advances along with publication of material that was delivered late and did not hold much promise for profit from the publishers’ standpoint. This chapter also details Pinker’s successful efforts to see a collected edition of the author’s works published, although at a financial loss to his client. Chapter Three focuses on the

38 “The Great Condition,” “The Given Case,” and “The Great Good Place.”
correspondence between Pinker and publishers Harper & Brothers and Chapman & Hall, most significantly regarding James’s travel writings, *The American Scene*, as well as *Julia Bride* and *The Outcry*, showing how the advances Pinker continued to insisted upon according to James’s preferences were not met by sales, along with the ongoing problem of James’s difficulty meeting delivery deadlines, which caused particular issues with *The American Scene*. The business relationships cultivated by Pinker with the primary publishers of James’s work during the agent’s tenure as his agent are presented in these first three chapters according to those publishers’ shared interests in James’s material at a specific period in time, often in the same title in America and England, for example, Scribner’s and Constable’s publication of *The Golden Bowl* and Scribner’s and Macmillan’s publication of the *New York Edition*. From this basis, the ongoing relationships with these publishers and James are presented to their end during Pinker’s lifetime in order to demonstrate how the agent managed the work from initial negotiation to print (and after when necessary) and also how he dealt with particular publishers according to how he could best use them to serve James’s interests. A consideration of the difficulties presented by periodical publications, which were sometimes tied to the publishers of the book formats of each serial, follows in Chapter Four by way of correspondence between the agent and the editors of *Scribner’s Magazine, North American Review, Atlantic Monthly, Harper’s Bazar, Harper’s Magazine, Fortnightly Review, English Review*, and *Putnam’s Magazine* to show the complications Pinker faced when dealing with James’s work habits and the unique problems associated with serial
production, particularly when attempting to publish on both sides of the Atlantic, as well as Pinker’s use of his personal connections to place James’s work, going so far as to shame publishers and editors into accepting the author’s material for the sake of his status as a cultural icon. In Chapter Five, Pinker’s efforts on behalf of James’s estate and the literary executor of that estate, James’s sister-in-law Alice, are shown through his correspondence between himself, Alice James, and publishers involved in the production of *The Ivory Tower, The Sense of the Past, Within the Rim, The Letters of Henry James*, and *The Stories and Tales of Henry James*, to validate his concern for the continued production of James’s work, including new material discovered after the author’s death, with attention not to the financial concerns James had while he was living but rather to the respectful treatment and the integrity of the author’s work. Finally, the conclusion reiterates the common factors represented throughout the correspondence that demonstrates Pinker’s unfailing devotion to keeping James in print and his success at doing so, which supports the claim that Pinker did indeed save James’s career.

The methodology used in this study is extensive archival research using primary documents along with secondary works that speak to Pinker’s role in the publishing world and the careers of his clients, to construct a context for the production of James’s materials that demonstrates how vital Pinker’s work forging and maintaining business relationships with publishers was to the continuance of James’s career as a writer in both America and England. Correspondence housed in the libraries at Yale, Princeton, Harvard and Northwestern Universities along with The New York Public Library and the
archives of Harper & Brothers serve as the main sources. Biographies and nonfiction works concerned with publishing history, James’s career, publishers’ histories, literary agents, and other Pinker clients including H.G. Wells, Joseph Conrad, Stephen Crane, D.H. Lawrence, Ford Madox Ford, Oscar Wilde, Arnold Bennett, and Frank Swinnerton support the facts derived from primary documents as to the necessity of Pinker’s work to the vitality of James’s career.

The agent’s communication with publishers testifies to his dedication to serving his author in all efforts; he never lost sight of James’s best interests in spite of pressure from publishers during the twenty four years he handled the author and his work. While Anesko claims that

the rapid rise and expansion of the reading public, the proliferation of periodicals, and the development of the modern publishing firm all contributed to the making of Henry James; the shape of his career parallels (and, in some respects, anticipates) that transformation of literature’s status in the culture at large . . . his own behavior in the marketplace effectively demonstrates the changing nature of the literary vocation.\(^\text{39}\)

this study shows that it was Pinker rather than James who demonstrated this change; at this point in James’s career the author recognized his inability to manage these changes and successfully chose an agent who would prove the best able to handle him as an artist and his work as a product of value in the literary marketplace, one who provided a

\(^{39}\) Anesko, Friction 33.
business service personalized to the author’s temperament and working habits as well as his financial requirements and need to maintain a presence before the reading public. As his friend William Dean Howells’s consummate ‘man of letters,’ James could not reconcile his art with his need for popular, and therefore, financial success; Pinker’s intervention would allow the author to write the books he wished to write rather than the books the current reading audience wanted, letting him remain an artist rather than attempt the role of businessman that would interfere with both his self-image as an artist and the time he took to write the lengthy and detailed work he produced.

Pinker’s careful handling of his authors showed his concern for the sanctity of their craft and profession and while he sometimes suggested revision or questioned suitability, unlike Watt he did not believe that his job allowed him to advise authors as to the content of their work (“write what you want to write and don’t worry. I’ll sell it”\(^{40}\)). He offered practical encouragement, personal instruction, and peace of mind in his efforts to foster his clients’ literary production. Several scholars have looked closely at Pinker’s relationship with Conrad in particular, including Frederick Karl, who calls the series of over 1200 letters between the agent and author Conrad’s “true autobiography,” and J.H. Stape and Owen Knowles, who, along with Keith Carabine, detail the troubles between the agent and Conrad during the composition of *Under Western Eyes* from 1908-1910; the former two note the assistance of John Galsworthy, another Pinker client and friend of Conrad, who attempted to salvage the relationship during this stressful period. George

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\(^{40}\) The *Bookman* (May 1922) 274.
Core has made a brief study of Galsworthy and Pinker, along with the work of Pinker’s sons for that author after the agent’s death. James Hepburn, editor of the letters of Arnold Bennett, details the relationship between Pinker and his most profitable client, as revealed through their correspondence, and Gillies, while focusing on Conrad’s well-documented (by this time) relationship with the agent, also gives attention to Pinker’s work and friendship with Violet Martin and Edith Somerville, who published under the name Somerville and Ross.\(^{41}\) Pinker’s partnership with James has yet to be investigated, and while Rayburn Moore claims that “in the final analysis, James B. Pinker remains a background figure in James’s circle,”\(^{42}\) in response to Alan Donovan’s assertion in 1961 that “the most enlightening part of the Pinker letters [with respect to James] is the exact business relationship between author and agent which they delineate. It is in this most vital area that much profitable work remains to be done”\(^{43}\) the letters reveal that Moore could not be more mistaken.

The three stories James sent Pinker in 1898 were like pebbles on a pond, rippling into an eighteen year partnership that moved from extreme highs to extreme lows on

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professional and personal levels, taking Pinker on a journey he accepted with the knowledge that James was past his popular prime. He could not have been unaware of the author’s reputation as a difficult, self-centered, and demanding man, but accepted the responsibility for promoting his work regardless, so that ultimately, his work as this author’s literary agent would be to preserve and promote the production of a genius. Anesko notes that “what distinguishes James’s career and gives it such documentary significance is the fact that he was among the first men of letters to deal effectively with publishers in both England and America” so for Pinker to step in when he did was to accept James’s previous establishment of his own work on a transatlantic scale and promote it successfully regardless of the business problems the author had unknowingly created while managing his own work. He did so without any desire to modify the work James produced to suit the market or publisher’s needs; he never suggested the author alter the material in any creative way but agreed, rather, to sell what the author gave him as it stood.

Pinker’s involvement in the production and marketing of James’s work, placed in the context of James’s career, changing literary and market conventions (increased opportunities for promotion and profit, along with an expanding readership), criticism, and publishing history, was clearly vital to the continuance of James’s literary career, as his later works and the New York Edition proved difficult material to manage and place. The agent’s role as the mediator of conflict between the commercial writer and literary

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44 Anesko, Friction 36.
artist, positions that James had difficulty reconciling, had considerable influence on the shape of James’s later career and thus the way in which the author is remembered, which means that James’s legacy is clearly tied to Pinker’s efforts. John O’London in the *New York Times* marked Pinker’s ability to “bet on the side of literature” when taking a chance on a new client; his “bet” on James would give the author a new lease on his career as his writing method and product evolved. Pinker’s work with and for James has not been addressed in depth, creating a need for a specific and detailed account of his efforts to account for his value to the author’s career both before and after James’s death. This study is important and useful to James scholars along with historians of the publishing industry, and draws attention to and respect for Pinker and other literary agents of the time in general. James may not have succeeded by his own business efforts after the turn of the century because many readers found him old-fashioned and publishers, as a result, considered him a financial risk, and his writing habits did not make him an easy person for editors and publishers to handle. Pinker’s ability to ‘handle’ James has had considerable influence on the way the author is remembered, tying James’s legacy directly to the work of his agent.

When Pinker died of influenza in February of 1922, the *New York Times* reported that “among the authors whom he represented in this country were Henry James, Joseph Conrad, John Galsworthy, Frank Swinnerton and Compton Mackenzie” and the London

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Daily Mail noted that “he was a close friend of Mr. Henry James.”47 James had died six years before Pinker, and the other authors listed in the New York Times notice were very much alive, so the decision to place James’s name first, along with the Daily Mail claim that James was a friend rather than merely a client, speaks to Pinker’s importance in James’s life and the awareness of that relationship in the publishing world.

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Chapter One
Heinemann and Methuen

When James Brand Pinker stepped into his role as Henry James’s agent in 1898, he found English publisher William Heinemann less than welcoming (Pinker and Heinemann had only recently battled over the financial terms for Wells’s *The War of the Worlds*) and worked towards establishing better terms for his client with another English publisher, A.M.S. Methuen. In this chapter, the dynamics of that shift from one publisher to another are addressed, along with the difficulties James’s work habits created for the new publisher and the agent’s efforts to maintain a business relationship with Methuen that met James’s financial expectations without alienating future opportunities with that firm.

Henry James had been on friendly terms with the English publisher George Heinemann, an associate of Wolcott Balestier, for several years before deciding to allow him to print his work. In 1894 James praised Heinemann for his business expertise, noting that “everything you touch turns into gold”\(^48\) and the following year left his longtime English publisher, Macmillan, in a quest for a portion of that gold.\(^49\) Macmillan, who had issued James’s first novel in England, *Roderick Hudson* in 1879 and...

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\(^{49}\) The American Macmillans continued to print American editions of James’s work on occasion.
had published his work in England steadily since, had reduced what James considered an already small advance, and James felt no reason to comply with the general trade courtesy of the time, that of allowing one’s first publisher the first opportunity to issue one’s subsequent work. Heinemann was no stranger to James’s material; he had privately printed twenty copies of *The American: A Comedy in Four Acts* (at James’s expense) in September 1891. In 1895, however, he issued James’s *Terminations* and the following year *Embarrassments*, both small collections of the author’s short stories. James’s next five titles were published in their English editions by Heinemann: *The Other House* (1896 and 1897), *The Spoils of Poynton* (1897), *What Maisie Knew* (1897, also published as a serial in Heinemann’s periodical *The New Review* from February to September 1897), *The Two Magics* (short story collection, 1898), and *The Awkward Age* (1899). Their relationship began to deteriorate in 1898 (the same year James employed Pinker) and while Whyte suggests that “it was more from incompatibility of temperament than from any other cause that they drifted apart after the production of *The Spoils of Poynton*,”  

St. John claims that James’s “hopes for better rewards” with Heinemann “do not seem . . . to be realized.”  

The truth of the matter was finally expressed in 1900. Heinemann let James know that he did not approve of the use of a literary agent, and the two had a “lively row” about the subject, according to a letter from James to his friend

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50 Whyte 135.

Mrs. Clifford on January 24.\textsuperscript{52} James explained the problem to Pinker earlier that month, barely containing his amusement and reassuring Pinker that he valued his services more than his relationship with Heinemann: “1st : that he tells me he shall not even answer your letter! & 2nd, that I have written to him repeating that I have placed the disposal of the book in question definitely in your hands & that it must remain in them. That point is therefore settled.”\textsuperscript{53}

The publisher’s aversion to agents had its roots in his belief that one (Watt) had ruined his opportunity to publish Kipling, so he now refused to deal with them on principle:

A publisher’s business was being gradually complicated in some ways, simplified in others, during the nineties, by the growth in power and in numbers of the so-called ‘Literary Agents.’ Down to the appearance of Mr. A.P. Watt upon the scene there had been no such professional intermediary in the world of books. The publishers did not welcome Mr. Watt; Heinemann, in particular, declined absolutely to have anything to do with him.\textsuperscript{54}


\textsuperscript{53} Horne, \textit{Henry James: A Life} 334.

\textsuperscript{54} Whyte 122.
In 1904, Heinemann publicly accused Pinker of “unethical behavior and deliberate impoverishment” of Joseph Conrad, who actually used Pinker as a personal banker as much as a negotiator of his literary interests:

Pinker was never for Conrad a mere literary agent who placed his fiction and dealt on his behalf with fussy insensitive publishers like Methuen; rather he acted as Conrad’s banker, arranged the typing of Conrad’s holograph and his revised drafts, listened to his endless self-justifications and laments about his own and his family’s sundry sicknesses, and endured Conrad’s endless dreams of paying off his debts.56

In spite of Heinemann’s militant objections, the publisher still expressed an interest in James’s travel writings and maintained a deferential approach to James himself. This aversion to agents and Pinker in particular, did not prevent him from publishing Crane and Conrad, both clients of Pinker. At the same time, he capitalized on popular Irish romantic fiction novelist Margaret Hungerford’s death by reprinting five of her bestselling books in 1902, ensuring financial security while printing the more serious and literary works of Conrad, Crane, and James. He continued, however, to refuse to deal through Pinker, contacting James directly instead. When James asked Heinemann to transfer the copyrights the publisher held in some of his stories in order to allow another


publisher (Secker) to print them as part of a series in 1914, Heinemann attempted to negotiate a deal to reprint them himself:

I have, for some time, been wanting to talk to you about the possibility of doing a small edition of some, at least, of your stories. I wanted to make them uniform with my TURGENEV and STEVENSON, of which I send you one. We sell them at 2s. in cloth and 3s. in leather. Therefore, I would much prefer doing such an edition myself of THE TURN OF THE SCREW, than entrusting it to Secker. I should like very much to talk this over with you. I enclose herewith the transfer of the copyright in ITALIAN HOURS. I presume that by returning this document to you, I shall have fulfilled the wish you express.57

Five days later, he respectfully accepted James’s insistence that he release the rights: “Of course, I cannot possibly resist your request, put in the way you do; and in giving you my consent for the reprint of these stories in Mr. Secker’s series, I wish both him and you the greatest possible success.”58

57 William Heinemann to Henry James, 10 October 1914, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

According to Whyte, Heinemann published James “doubtless, much more for the
honour of the thing than with any hope of considerable financial reward” but the
publisher’s continued interest and attempts to negotiate projects more than fifteen years
after his upset in 1900 over Pinker suggests otherwise. Pinker, undaunted by
Heinemann’s disdain from the beginning of his relationship with James, began working
with A.M.S. Methuen at the turn of the century to establish James’s works in the English
market for the best possible price, regardless of the author’s longstanding relationship
with Macmillan’s English house prior to Heinemann’s appearance. At this time,
Methuen was publishing Wells’s science fiction and fantasy tales and in 1908, Wilde’s
collected works. Both writers were Pinker clients; the agent most certainly used his
established connection through Wells to help with the James negotiations. Methuen was
a choice publisher from a financial standpoint, as he offered a higher royalty rate than
most publishers at the time, beginning with the standard 10% but increasing to 12½ after
the first 500 copies sold. Pinker could not have known that he was beginning a
management endeavor that would entrust him with over 3000 pages of writing over the
next four years, “what may well be the most impressive stage of writing . . . in the annals
of American literary history.”

59 Whyte 128.

(Detroit: Gale, 1982) 315.
Pinker was just as busy as his client; Methuen wrote Pinker on January 16, 1900 confirming an agreement for “British and Colonial rights to Mr. Henry James’ new volume of stories” (*The Soft Side*) with an advance of £100 in type, crossed out and replaced with a handwritten £150. The next day, James penned an approval of Pinker’s work to the agent:

> Both the arrangements you write me of under date of yesterday – that with Methuen & that with *Punch* [for the short story “Mrs. Medwin”] – are highly satisfactory . . . will you, when the arrangement for the volume is concluded – as to approximate date & etc. – (I prefer an early one) write on the subject of the American book-rights to Mr. George Brett, Macmillan Company . . . arranging with him for simultaneity of publication. I shall meanwhile myself have written him - & regard the book as promised to him. But I don’t expect him to give me as much “down” as Methuen gives – to give more than £100. He will, I daresay, give that.

Pinker succeeded in obtaining £100 from Methuen as part of the advance amount due “on account of royalties & profits on Mr. Henry James’s New Book, as per terms of

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agreement of 28/1/1900,“\textsuperscript{63} two weeks after the initial agreement. Pinker would, then and in the future, take 10% from James’s advances and royalties as payment for his services. Methuen had no trouble working with Pinker in any regard; just over a week after sending a portion of the advance he wrote: “In the first place cannot you get Henry James to hit upon a general title for the stories, e.g. “Twelve Tales” or anything the author fancies.”\textsuperscript{64} Pinning James down for a title for marketing purposes would be the least of Methuen’s – and Pinker’s – concerns as the year advanced. While James completed The Sacred Fount, his first novel to be written under the agent’s care, Pinker found himself simultaneously working out the details of an agreement with Methuen and advocating for the English publisher in terms of dealing with the slow production of the previously unnamed short story collection, deemed The Soft Side, by the American Macmillans. In July, James declared that his new novel was not fit for serialization for reasons he did not explain, focusing instead on its financial possibilities:

What I should like, as regards this, is almost any sum ‘down,’ that is respectable, for the English and American use of the book for any period short of surrender of copyright: three, five, seven years – in short, whatever you can best do. The ‘down’ is important. . . . I hope you bear

\textsuperscript{63} A.M.S. Methuen to James B. Pinker, 31 January 1900, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

\textsuperscript{64} A.M.S. Methuen to James B. Pinker, 7 February 1900, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
up – though I’m afraid ‘trade’ doesn’t – under this temperature, and everything else.\(^{65}\)

While James recognized that the political climate (the Boer War) had made Pinker’s job more difficult, his expectations were clear, and the agent did not disappoint. Two days from the date of James’s letter, Methuen wrote Pinker to make his interest in the novel known, which could only have come about through Pinker’s machinations prior to the author’s instructions of the 25\(^{th}\): “We should like to arrange that the publication of Mr. Henry James’ new long novel shall take place in the Autumn of 1901 unless Mr. James has another long novel ready for publication at that date, in which case we will agree to publish in the Spring of 1901.”\(^{66}\) Twelve days later, the publisher sent a signed copy of the agreement for *The Sacred Fount*, followed by a check for £150 less than a week after “being a balance of advance due on account of royalties & profits on Mr. Henry James’ New Work ‘The Sacred Fount’.”\(^{67}\) In between these formalities, James wrote to Howells to explain that the novel was not to be serialized but clarified that it was through the fault of the work itself (“it is indeed inapt”\(^{68}\)) absolving by that claim the efforts, or any implied lack thereof, of his agent. His agent, while finalizing terms for *The Sacred 

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\(^{66}\) A.M.S. Methuen to James B. Pinker, 27 July 1900, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

\(^{67}\) Form letter from Methuen to James B. Pinker, 14 August 1900, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

*Fount,* was also dealing with the death of Stephen Crane and his grasping ‘widow,’ Cora, and managed to warn James and other friends and acquaintances of the dead man that Cora was soliciting money and should be turned away, as Wells had already been generous with her. Pinker had spent the better part of the last two years providing the Cranes with funds for their rent and other necessities, including the wine dealer’s bill. While Wells assisted Cora Crane, Pinker helped Wells deal with the building of his new home, including the negotiations between the solicitor and architect, which were too stressful for the author to manage while attempting to produce material for the agent to sell. Wells seems to have forgotten this assistance, which was quite above and beyond the usual duties for a literary agent, when he chided Pinker only a few years later: “In the last three or four years you have not relieved me of any anxiety or saved me from several losses.”

With the fate of *The Sacred Fount* settled, Methuen pressed Pinker for information from Macmillan on the publication date for *The Soft Side*, which Methuen assumed was fast approaching on the 28th of August: “Have you yet heard from Macmillan about the date of publication of ‘THE SOFT SIDE’. We have it down for August 28 and you told me that this was the date you suggested. Would you mind seeing whether this is the case.” In the midst of the flurry of proposals and acceptances, James

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MacArthur of Doubleday wrote Pinker on August 28 to refuse *The Sacred Fount*, which Pinker had submitted in June at James’s suggestion: “I . . . find a cable dated 21st from New York about the Henry James novel declining it on your terms. I was afraid this was inevitable; as I told you I didn’t think much as they would like to publish a work by James, that they would accept the peculiar terms you proposed.” Pinker obviously had not waited for the Doubleday response but moved forward to place the book where he could on satisfactory terms. The ‘peculiar’ terms MacArthur notes only speaks to James’s needs as uncommon and Pinker’s desire to meet them undaunted and ultimately, in this case, successful.

Methuen, unaware that Pinker had been playing the field so to speak, wrote to Pinker in order to complain about the various publishers who had been involved in the production of James’s material: “I am rather disappointed about Hy James’ flittings, and I am sure you will understand that with the best will in the world, we cannot do much in the commercial interests of an author unless we can operate on several of his books.” On October 8 Methuen wrote again: “Will you inquire from Henry James whether he feels inclined to arrange a long novel for 1902? If the book contains not less than about 75,000 words and deals with its motive in a manner not too recondite we would pay him

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71 “[It] isn’t the thing, in the least, I planned to give him when the negotiation dropped, in the autumn.” Horne, *Henry James: A Life* 337.


73 A.M.S. Methuen to James B. Pinker, 4 October 1900, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.
the sum of £300 on account of the usual royalties.” While James’s 1902 novel would be *The Wings of the Dove*, sold to the English publisher Archibald Constable and offered, only days before this request, to Charles Scribner’s Sons in America, the ‘long novel’ suggested by Methuen would become *The Ambassadors*. The author’s ‘flittings’ obviously did not alter the publisher’s interest in his work.

At the beginning of October 1900 James wrote to his sister in law Alice James to express his pleasure in his agent’s work: “the excellently effective Pinker is bringing me up & round, so promisingly that it really contains the germs of a New Career.” Pinker had shielded the author from the business end of troubles, leaving him to his craft without the stress of worrying about such trivialities as contracts and negotiations. After two years of professional association, the agent knew that James was counting on him to do his job completely in this regard, bothering him only when necessary. Pinker was confident enough in his abilities to deal with the difficulties brought about by James’s work habits and aware that these habits would not change if he would note them as the problem; managing the work when and as given to him was Pinker’s task as he continued to find complications along that path.

When working on the contract for the American edition of *The Sacred Fount* with Scribner’s, Pinker found a technicality that would prove an ongoing problem with this

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74 A.M.S. Methuen to James B. Pinker, 8 October 1900, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

particular publisher and Methuen. Pinker altered Scribner’s initial contract in January 1901 by deleting Scribner’s Canadian rights because Methuen’s Colonial Library edition included Canada, and the contract with Methuen had been signed and monies advanced nearly five months earlier. Pinker would find himself advocating for Methuen on this issue later in their relationship, attempting to prevent any problems with sales that might affect his author’s earnings or the ease with which they could be determined and collected.

After a year of silence between Methuen and the James camp, presumably because of James’s commitment to *The Wings of the Dove* for Constable and Scribner, the author agreed with Methuen through Pinker in March of 1903 to supply two novels in 1904, *The Golden Bowl* (which James had started to write the previous summer) and *The Sense of the Past*, which was never completed. By August, Methuen’s concern was focused on *The Ambassadors*, spoken for back in 1900. He asked Pinker to help expedite the acquisition of the material, while James complained to the agent that Harper, the American publisher, was slow getting the proof of the last third of the novel to him for corrections. Pinker, in the middle of the two frustrated parties, circumvented the need for Harper’s cooperation with the request of the English publisher by purchasing the *North American Review* (published by Heinemann) issued on August 15, 1903 which serialized *The Ambassadors* from January to December of that year. James would use the

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76 James gave the finished manuscript of *The Ambassadors* to Pinker in July of 1901; it was forwarded to Harper, where it sat at an editor’s desk for nearly two years. See Chapter Four for details.
periodical to create copy to send to Methuen. Not surprisingly, less than two months later, James declared to Pinker that he would be unable to complete *The Golden Bowl* for Methuen in November as promised. Pinker immediately addressed Methuen, resulting in an offer of extension to which James acquiesced in November:

> If I have delayed two or three days to answer your note conveying Mr. Methuen’s offer of a delay of some three or four months for the publication of *The Golden Bowl*, it has been in order to take full counsel with myself on the matter. The result is that I accept the offer with thanks, as on the whole it will ease me off and contribute to the higher perfection, so to speak, of the book. Will you therefore kindly say that I appreciate the proposal & will consider the time definitely fixed for August 1904. I shall nevertheless be able to send them the whole copy with an only moderate extension of time – in some 10 or 12 weeks from now - & the second book by the moment *The Golden Bowl* is published. My only regret will be in having, alas, to wait so long for my money – but we will talk of that later on.

The author’s concern for money, which was not expressed as a desire for his agent to request any specific sum, was obviously meant to convey a less than subtle message that any such effort would be welcome. James once again turned to Howells to complain about the failure of another of his novels to appear as a serial: “But ‘The Golden Bowl’

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isn’t, alas, so employable – being contracted for, with Methuen here and the Scribner’s in New York, as a volume only, and on no brilliant terms.”

By May of 1904, James seems to have conveniently forgotten his role in the delay of *The Golden Bowl* and began to complain to Pinker: “I do not seem to know, by the way, when it is Methuen’s desire that the volume shall appear – I mean after the postponements we have had. . . . Methuen’s importunity does meanwhile, I confess, distress me.”

Methuen, meanwhile, was depending on corrected proofs from Scribner’s to set up the English edition. In September, James reminded the American publisher “kindly don’t fail of *duplicates. I depend on them for Methuen & Co.*”

Scribner’s wanted a simultaneous publication in order to protect their interests according to the 1891 copyright law requirement for deposit (on the day of or the day before publication in another country), and as James was traveling in America at the time, the opportunity to capitalize on his visit by publishing while he was still present. Methuen refused to name a publication date before seeing how long the book was and determining how much time it would take to produce. In an effort to accommodate both parties and bring his author closer to remuneration, Pinker wrote to Scribner’s on September 30 asking for six copies of the book to be sent to Methuen; the author sent proofs to Methuen of his own accord less than two weeks later:


Yesterday we received from Mr. Henry James the completion of his book ‘THE GOLDEN BOWL’. It will not, I am afraid, be possible for us to publish the book this year, and as it is a very long work we shall in all probability be unable to get copies ready in time to make simultaneous publication with America. I am writing to you therefore to-day to suggest that the best means of preventing disappointment so far as American publication is concerned will be for you to arrange that the American publishers shall send us copies of their edition in sufficient time to enable us to make formal publication over here. I may add that Mr. Henry James does not tell us when publication is to made in the States. Trusting that the above arrangement will appear to you to be the best way of getting out of a difficulty which I do not think we can be held responsible for.\textsuperscript{81} Methuen wrote Pinker two days later in response to a request the agent made of him earlier that month: “I have been away from home and unable to answer your letter of Oct 4. I don’t think we ought to pay Henry James’ advance as the postponement is in no way due to us. That is a question of principle, but if a cheque on account would really be of service to him we are at your service for £100.”\textsuperscript{82} Pinker must have persisted, regardless of ‘principle,’ as Methuen wrote again less than a week later: “I don’t think it is quite

\textsuperscript{81}George Webster to James B. Pinker, 14 October 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

\textsuperscript{82}A.M.S. Methuen to James B. Pinker, 14 October 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
fair to ask us to pay anything to Henry James at present as we have only just received the remainder of the MS and it would be physically impossible to publish it even in five weeks from now. I will pay you £100. on November 20. and the rest in January when we publish it. I trust this will seem reasonable.”

James joined in to pressure Methuen by informing his agent that Methuen had the work and should make a priority of printing it:

I have sent Methuen & Co. all the copy for the Golden Bowl – twice over; first in corrected galley-proofs, then in paged revises, also corrected. The Scribners will doubtless, in due course, be rather straining to appear - & Methuen ought not to delay more than is absolutely necessary. Seeing the whole American book set up will show them, I surmise, that it really waits.\footnote{Horne, Henry James: A Life 406.}

Methuen, by this point, was so distressed by the situation and the implication that he was at fault for the delay in publication (when he had received the last of the manuscript less than two weeks earlier and Scribner had not yet produced the work for him to view) that he referred to the American publisher incorrectly in his request to Pinker of October 25: “Did you get my letter suggesting that in order to carry off Mr. Henry James’ wishes that simultaneous publication of his novel should be made this year, copies of the book should be obtained from Messrs. Harper in sufficient time to enable us to make formal

\footnote{A.M.S. Methuen to James B. Pinker, 20 October 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.}
publication when the American edition is issued.” This slip may have been a fallback to similar issues with obtaining copy of *The Ambassadors* from Harper over a year before. The publisher penned another letter to Pinker the same day he requested copies:

I hope I don’t misunderstand your note of Oct. 21. I did not think I was refusing to meet Mr. James’ views. Have you received from him a definite and personal request for the money? If so, I shall be quite happy to do what is polite and agreeable. As a matter of principle, I don’t think a publisher should be asked to pay the advance on a book which he cannot possibly publish at present and that not through his own fault but through the fault of the author. This surely is a reasonable attitude. At the same time, there are always exceptions and I am always willing to be courteous.

Pinker’s reply of the next day was answered equally quickly: “Many thanks for your letter of Oct. 26. I enclose a cheque for £100. on account of Mr. James’ ‘THE GOLDEN BOWL’ and I understand that the remainder will be paid on the publication of the book early next year.” Pinker’s incessant push for money to satisfy his client’s concern was finally successful. At least Pinker could say that James was agreeable when it came time

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87 A.M.S. Methuen to James B. Pinker, 27 October 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
for proof corrections: “We beg to acknowledge receipt of your letter of yesterday’s date instructing us that the author has no corrections for ‘THE GOLDEN BOWL’. We have accordingly written our printers to get to press without delay.”

Scribner had produced 2000 copies of the American edition in November, but Methuen was unable to accomplish this (in the amount of 3000 copies) until February 1905. During this time period (1904-1905) Methuen was generally occupied with the publication of histories, biographies, and legal materials along with the occasional fiction; G.K. Chesterton, Hilaire Belloc, Marie Corelli, and Mrs. Hugh Fraser accompanied James on the Methuen list, all rather successful investments by the publishing firm that would have allowed Methuen to take a financial chance on James.

Pinker revisited the earlier issue of copyright between Methuen and Scribner, in Methuen’s favor, regarding The Golden Bowl in 1905: “Messrs. Methuen write to tell me that copies of your edition of ‘The Golden Bowl’ are being supplied to booksellers on the Continent, and they ask me to communicate with you and beg you to take measures to prevent this as it is of course interfering with the sale of their edition.”

Six months later, Watt, representing Methuen, approached Scribner’s on their continued practice in spite of Pinker’s request: “We found to our dismay that when we published our edition the Parisian booksellers would not take our book because they said they had already been

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89 James B. Pinker to Charles Scribner, 8 February 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
supplied from the United States. Pinker would find himself crossing out Canadian rights in Scribner’s agreements as late as August of 1911, as the publisher kept trying to usurp Methuen’s established territory; while the Canadian rights were a part of their standard contract, they ignored Pinker’s strikethrough and went ahead, clearly preferring to wait for a reprimand before adhering to the agent’s request.

James, meanwhile, did not appreciate the trouble Methuen took regarding the issue of The Golden Bowl in spite of the author’s delay and stress over advance payment, and complained to Wells in November:

And let me say just one word of attenuation of my (only apparent) meanness over the Golden Bowl. I was in America when that work appeared & it was published there in 2 vols & in very charming & readable form, each vol. but moderately thick & with a legible, handsome, large-typed page. But there came over to me a copy of the London issues, fat, vile, small-typed, horrific, prohibitive, that so broke my heart that I vowed I wouldn’t, for very shame, disseminate it, & I haven’t, with that feelings, had a copy in the house or sent one to a single friend. I wish I had an American one at your disposition – but I have been again & again

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90 A.P. Watt to Charles Scribner’s Sons, 26 August 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
depleted of all ownership in respect to it. You are very welcome to the
British brick if you, at this late day, will have it. 91

The “British brick,” Methuen’s attempt to fit the greatly enlarged and frustratingly
delayed novel into the original one volume design, was nearly 600 pages “issued in drab
blue linen-grain cloth” while the Scribner’s edition was two volumes “issued in faded
rose-sateen smooth cloth” 92 James’s complaint did not take into account his own role in
the delay, or the fact that British editions were generally not the most attractive; he took
the appearance as a personal slight rather than the result of his own work habits and the
usual plain look of British editions.

Methuen, who had not had an easy relationship with James or his agent, was
questioned by members of his firm about his continued interest, but “The Golden Bowl
was to be his reward, for it soon went into a second and third edition.” 93 At the same
time Methuen was dealing with Pinker and James, his house seemed to be focused on
history, fairy tale, religious, science, and nature books. Jamesian fiction does not appear
to fit their scheme; another fiction title printed by Methuen at the turn of the century,
Mrs. C.N. Williamson’s The Adventure of Princess Sylvia (1900) appears strange as well
until one considers that Williamson was a Pinker client, too.


92 Edel, Bibliography 128.

James’s focus for the next several years would be his collected edition and travel writings, but in January 1910 Methuen was approached by Pinker regarding an interest in the author’s work and responded positively: “In answer to your letter of the 3rd I write to say that we shall be happy to undertake the publication of Mr. Henry James’ volume of stories, on the terms you suggest.”94 By September, the publisher was finding the author still in the habit of running behind schedule: “Can you tell me anything more about the proofs of Henry James’ book? When is the cable due from him? We are most anxious to know and if we are to publish on October 6 we shall have to go to press at once. I want to get review copies of the book out at least five or six days before we publish.”95 As usual, James did not bother himself with the publisher’s needs in regard to advertising and marketing; his focus was on his own work habits and how they suited his creative abilities. *The Finer Grain* was published the next month, and Methuen would, a year later, issue 2000 copies of James’s play “The Outcry,” which would only take up space in the publisher’s warehouse: “We are sorry to say there is only a poor demand for the books mentioned below. In order to relieve our stockrooms we propose to sell part of the

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stock at ‘remainder’ prices, as per the agreement. Before we go to the trade we shall be glad if you will let us know whether the Authors wish to purchase any at 1/- each.”

In a letter to Arnold Bennett in March of 1913, Methuen reflected on the nature of Pinker’s methods over a decade after beginning to work with the agent and James:

“Pinker is an excellent agent but I think that in this case he has been a little over earnest in watching over your interests.” The publisher may not have limited his opinion of the agent to his work for Bennett; surely the struggle with Pinker over James’s production habits and insistence on money at non-traditional points in the publishing process remained in his memory. The publishing house did, however, maintain their professional standards when dealing with the agent after James’s death:

I am in receipt of your letter of the 19th of January [1920] and of the cheque for three guineas which I sent you. I am returning this cheque to you because I feel that on reconsideration you may think it well to accept the payment. We have, under the agreement for ‘SOFT SIDE’ by Henry James and ‘THE MUDLARKS’ by Crosbie Garstin, the sole right of publication, and as that is the case it is obvious that these permissions

96 Methuen to James B. Pinker, 5 October 1912, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.


could not be given without our consent. It is usual when such permissions are given to divide the amounts with the authors. We do this, for instance, in the case of fees for Mr. Kipling’s poems and indeed with all such transactions whether through the author’s agents of direct through the author. This is the first time that any question has been raised.  

Pinker’s manner of dealing with Methuen reflected his primary concern for James, regardless of how the publisher may have viewed his method. Clearly James was at fault on more than one occasion for publication dates that interfered with his financial plans but Pinker did not admonish him or acknowledge the fact to Methuen, who was at a disadvantage under a barrage of consistent pressure from the agent to pay and print regardless of the stress induced by the author’s failure to adhere to promised delivery dates and further delays on the part of the American publishers Harper and Scribner’s. In spite of this, Methuen remained interested in James’s work in the midst of Pinker’s heavy handed approach. The house continued a professional relationship with the agent as the holders of several of James’s copyrights and did benefit from Pinker’s efforts to protect their Canadian and continental interests in the material they purchased from James. Any complications regarding copyrights could, of course, produce problems collecting royalties for his already anxious client, so Pinker’s assistance to Methuen was tied absolutely to his interest in James. Collecting advances, however, would be a strong

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point for the agent, as he successfully worked both Methuen and Scribner’s at the same time for money down on *The Golden Bowl*. The following chapter will demonstrate this ability, as well as the difficulties attendant upon the negotiation and production of the New York Edition, which was a heartbreaking personal failure for the author as well as an unpredictable business failure for all involved.
Chapter Two

Constable, Houghton Mifflin, Macmillan, and Scribner

The Edition de Luxe, or New York Edition, of James’s works was a traumatic undertaking for all parties involved, for Pinker no less than the author or publishers. Pinker’s failed efforts to successfully manage the business aspect of the production are addressed in this chapter, along with his ongoing ability to extract advances for James before the author delivered his manuscripts; a skill James not only appreciated but required.

Although the house of Charles Scribner had published James’s work (including his early novel, *Confidence*) in its periodicals, first *Scribner’s Monthly* and then *Scribner’s Magazine*, for over twenty-five years before Pinker began to represent the author, it was Pinker who managed James’s first book publication with the American publisher. Scr[ibner’s had a reputation for offering new authors a start, including Edith Wharton, Theodore Roosevelt, and George Santayana as well as James, and maintaining career-length relationships with them. James incorrectly valued his new agent’s influence in a letter to William Dean Howells in September of 1899: “It *may* come to pass that my ‘literary agent,’ though not of much use for anywhere but this country [England], shall

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100 “As far back as 1879 – before the Magazine – he [Edward Burlingame] had spotted Henry James, and his letter to C.S. led to a first meeting. ‘Doesn’t it seem to you,’ he wrote, ‘that it is worth while to make him a decidedly good offer . . . ? he is entirely *unattached* in the matter of publishing; and his future is certainly valuable enough to make an effort to connect him here.’” Roger Burlingame, *Of Making Many Books: A Hundred Years of Reading, Writing and Publishing* (New York: Scribner, 1946) 44.
find himself approaching the cold theatre of my early triumphs as a supplicant.”  

Less than a year later, Pinker contacted Scribner regarding *The Sacred Fount*, in fact on the very same day that he received the manuscript from the author:

> When I had the pleasure of seeing your Mr. Burlingame, earlier in the year, we discussed Mr. Henry James’s work, and he told me he thought it would be very agreeable to you, if you had the opportunity of publishing some of his books. Mr. James has today placed in my hands the MS. Of his new novel entitled “The Sacred Fount,” and in accordance with my promise I have pleasure in sending it by this mail for your consideration. Mr. James thinks that serial publication for it is out of the question, and his idea is that it be issued in book form, either in the Spring or Autumn of next year at his option. He is aware that I am offering it to you, and it will afford him great pleasure if we are able to arrange for it to come out under your care. The arrangement as to terms which would be most convenient to Mr. Henry James is one providing for an immediate payment for the bookrights, and he suggests the sale of the American bookrights outright for a period of five years for the sum of £400, and I hope this suggestion will commend itself to you as a suitable one. It will be a great convenience to Mr. James if you are to come to a prompt decision in the matter, and if you could cable to me I should be extremely obliged. In the

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event of your not liking Mr. James’s proposal as to terms, perhaps you would suggest an alternative arrangement, that would meet as far as possible his desire for immediate financial result.  

Scribner’s response was favorable, and after discussion of the publication date, which was settled on James’s preference for the following spring or the fall at the latest, the publisher sent Pinker the desired advance of £400 on October 5. Pinker wrote to acknowledge receipt of this payment on October 15, taking advantage of a successful transaction to offer another novel in progress, already sold in England to Archibald Constable:

The novel which Mr. James will be publishing in the Autumn of next year is one which he is writing for Messrs Constable & Co. . . . Mr. James wishes me to say that he will be very pleased that you should publish the book in the United States . . . and he suggested the same agreement as we have just concluded.  

Pinker had approached English publisher Archibald Constable (the firm known for handling Walter Scott three-quarters of a century earlier, and more recently, Bram Stoker’s *Dracula* in 1897) in 1900 regarding the work that would become *The Wings of the Dove*; in October Constable sent a signed contract (terms unknown) to Pinker: “We

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102 James B. Pinker to Charles Scribner’s Sons, 27 July 1900, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

103 James B. Pinker to Archibald Constable, 15 October 1900, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
shall be glad to receive from you its counterpart, signed by Mr. James.” The agreement called for a delivery deadline of September 1, 1901. Scribner made an offer that Pinker accepted in November for the same novel promised for the same date; at that point in time it was not only unnamed but unattended by the author. A year before offering the untitled Wings to Scribner’s, Pinker received a letter from James in October 1899 announcing his work on a new novel, making the point that, as always, “it is highly important to me that a part of any such arrangement shall be for serial as well as book-rights.” The composition of Wings began, then, before that of The Sacred Fount, which was written and sold in 1900.

James explained in May of 1900 that there would be further delay in the completion of Wings because “Harper and Brothers have within the last fortnight asked me for a serial (not that one – a different and special thing:) and I have said a general Yes.” This ‘special thing’ would become The Ambassadors, and in the excitement of the opportunity to serialize this new project, Wings was set aside yet again, and by the time Ambassadors was complete in July 1901 and James returned to the manuscript, it was clear that he would be unable to meet the original submission deadline. On the last day of June he wrote Pinker and asked him to request a postponement on the publication

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106 Vincenc 66.
date, asking for a two month extension: “Will you very kindly write to Scribner on the subject of the inevitable delay & my regrets at it.” The day after James penned this request to his agent, Pinker begged Scribner’s for indulgence for Mr. Henry James, as he will not have the MS. of his new novel ready in time for publication this autumn, and he asks for a delay to the end of the year, say December 31st. Mr. James has been finishing a novel which he was under contract to write for serial publication, and it occupied him some months longer than he expected.

While completing details on the publication date for The Sacred Fount back in January, Scribner’s had sent £200 to Pinker on the Wings advance, but did not see the complete revised proofs until the end of April 1902, after Constable had used them for the English edition. As Pinker explained, “The book has been delayed by Mr. James’ illness, and he wishes now to postpone it until the autumn,” following up with four shipments during March and April of the proofs as they came to him from the printer. Constable patiently followed the shuffling of corrected proofs from themselves to Pinker to Scribner’s, who was issuing the American edition. Constable then waited for Scribner’s to set a publication date, as they wanted a simultaneous publication and wrote Pinker at the end of July asking for news:

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108 Vincce 73.

109 James B. Pinker to Charles Scribner’s Sons, 17 March 1902, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
I sent you a telegram to-day asking you to be good enough to let us have a date for THE WINGS OF A DOVE. After I had seen you on Tuesday I made a point of inquiring as to the dates on which proofs were sent to Mr. Henry James, and we cannot find that there was any delay on our part whatever. You probably know that we were kept waiting a long time for copy, even after we had received some copy. I have just looked at the agreement, and I see that the author undertook to deliver the MS. complete on the 1st September 1901 and bound us to publish not later than October 1901. Relying on the fact that once the book was complete no obstacle would be placed in the way of our publishing on the date we thought most advantageous both to Mr. James and to ourselves, we advertised the book in advance, secured advance copies for subscription to the trade and did what we could to promote interest in this novel. Since telegraphing to you I have heard that another novel by a very well known author is just being subscribed though this had not been announced at all. I cannot help feeling that the continued delay and uncertainty about the date of publication will most materially affect the sale. We are particularly sorry that this should be the case, as we had hoped to give this book – the first with which Mr. Henry James has entrusted us – every possible chance, and it is a great disappointment to us that our plans are frustrated.\footnote{Archibald Constable & Co. to James B. Pinker, 31 July 1902, Henry James Collection, Yale Collection}
Per his usual habit, James conveniently forgot that the publication delay was his fault and complained to Pinker, who knew very well what the problem was and could only attempt to appease both parties without implicating his client. *Wings* was finally published both in England (4000 copies) and America (3000 copies) - both amounts low compared to popular writers of the time but standard for James fiction - in August 1902, and James set the blame on the delay on Scribner’s shoulders, complaining to his friend Mrs. Clifford at the end of that month: “[*Wings*] was kept back these two months through the backwardness of American publisher”\(^{111}\) forgetting about his own contribution to the delay, first through the pursuit of *The Ambassadors* and then through illness earlier that year.

In Pinker’s March 1902 letter to Scribner’s, he noted that he would be in New York at the beginning of April; it was during this visit that arrangements were made for Scribner’s to publish James’s new book of short stories, *The Better Sort*.\(^{112}\) In November, Pinker notified Scribner’s that James had finished the manuscript and it had been sent to Methuen’s printers, as Methuen was handling the English publication. No problems appear to have delayed the project for Scribner’s; but as a collection of previously published short stories, it would not have been as time consuming or as open to problems as one of the author’s long novels. *The Better Sort* was published on both

\(^{111}\) Vincec 81.

\(^{112}\) Contracts for *The Better Sort*, *The Wings of the Dove*, and the as yet unnamed *The Golden Bowl* are all dated April 11, 1902.
sides of the Atlantic in February 1903, and Pinker recognized receipt of £162.2.9 from Scribner on March 16, “being One Hundred Pounds on account of Mr. Henry James’s new book of short stories, and £67.2.9 on account of royalties on ‘The Wings of a Dove.’”

Later that month, Scribner’s was pleased to report that the short story volume was selling well, and in May, pursued Pinker for validation of agreed upon details for James’s next novels, following *The Ambassadors*: “your recent letters inform us that these will be published in England by Messrs. Methuen & Co. and that one is expected to appear in the Spring of 1904 and the other possibly in the Autumn of that year.”

The second book, *The Sense of the Past*, would not be completed in James’s lifetime, and the first, *The Golden Bowl*, would prove his last novel. Contact between Scribner’s and Pinker appears suspended for nearly a year (during which *The Ambassadors* was published both as a book in England and America and as a twelve month long serial in the *North American Review*, not without trial to Pinker) before the agent contacted the publisher about the novel that would be known as *The Golden Bowl* again.

In February of 1904 Pinker explained to Scribner’s: “You will have been expecting, no doubt, to hear from me as to the MS. of Mr. Henry James’ new novel. He has not finished it so soon as he anticipated, but he tells me that I may expect the MS. in

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113 James B. Pinker to Charles Scribner, 16 March 1903, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

114 Charles Scribner’s Sons to James B. Pinker, 20 May 1903, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
about five or six weeks time, and the idea is to publish it in the autumn of this year.”

A month later, he acknowledged the receipt of a £92.2.10 payment from the publisher, but for which title he did not specify. Three more months went by before Scriibner’s asked Pinker about *The Golden Bowl*; in July Pinker put them off, delivering the manuscript, finally, in August, at which point he acknowledged that it might not be the usual time in the publication process when payment would be extended, but he asked for it nonetheless:

> It would be a convenience to Mr. Henry James if you will let me have now a cheque for the advance on account of royalties on ‘The Golden Bowl’. It is of course, according to the terms of the contract, payable on the publication of the novel, but as Mr. James had anticipated an earlier appearance than is now possible, it would be more convenient to him not to wait until the exact date of publication.

Three weeks later, James wrote Scriibner’s allowing that “[I] won’t write another long novel . . . the best work of my life has, however, I think, gone into the G.B.” He seems to have forgotten that the publisher was expecting another novel after *The Golden Bowl*.

After Scriibner’s inquired as to whether the author wished for his payments sent directly

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115 James B. Pinker to Charles Scribner’s Sons, 17 February 1904, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

116 James B. Pinker to Charles Scribner’s Sons, 17 August 1904, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

to him, he explained: “Many thanks, further, for your offer to send me the cheque – the amt. of one advance ‘down’ – concerning which Mr. Pinker has written you. I appreciate this, but there are reasons, as it happens, why this check should go to him, & beg you therefore to be so good as to address it to him in London.” The author’s answer to Scribner’s offer, while cryptic, validates his trust in and appreciation for the agent, who had been and would continue to handle payments (and distribution of the same to the author’s private bank accounts) for the rest of James’s life.

Letters between Scribner’s and Pinker regarding the publication date for The Golden Bowl apparently crossed in the mail a few days after James’s instruction to Scribner’s, with Scribner’s dated the September 20:

This is to inform you that we are putting in type very rapidly Mr. Henry James’s novel, “The Golden Bowl”, which we shall publish in two volumes. We are sending duplicate proofs of the book to Mr. James, and our understanding is that he is forwarding one of these sets of proofs, corrected so as to make final “copy”, to England. It is very desirable that we should publish the novel at as early a date as possible and we hope that you will co-operate with us to this end by urging upon the English publisher the necessity of all speed in order to meet the date for simultaneous publication. If necessary, we should be disposed to ask the English publisher to make a pro forma publication to accommodate us as

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118 Horne, Henry James: A Life 404.
we are very anxious to bring the novel out while Mr. James is here [James was in America from August 1904 to July 1905], so as to secure for it and for him the benefit of whatever additional sale may accrue from his presence in this country and the interest that naturally attaches thereto. ¹¹⁹

Pinker wrote the following day: “I have been hoping to hear from you in reference to Mr. James’ novel “The Golden Bowl”. The MS. was sent on August 5th and though I have not heard from you since its arrival, I hope you will soon be in a position to suggest a date for its publication.”¹²⁰ Handwritten notes on this letter indicate that £200 was sent on October 4, and Pinker acknowledged the same on October 14 while noting in a handwritten postscript that the English publisher, Methuen, would be unable to set up the novel in time for a simultaneous November publication, and that Methuen was counting on Scribner’s to provide them with advance copies of the book. Scribner’s was able to publish in November, but Methuen, held up by the American publisher who was in turn held up by the author, did not publish until February of 1905, although Scribner’s did provide the necessary copies for copyright deposit on November 12. Pinker had written Scribner’s in September asking for six advance copies of their edition for copyrighting purposes in America; the October letter reflects Methuen’s (and in turn, Pinker’s) anxiety over the necessity of obtaining these copies as soon as possible to deposit for copyright

¹¹⁹ Charles Scribner’s Sons to James B. Pinker, 20 September 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

¹²⁰ James B. Pinker to Charles Scribner, 21 September 1904, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
protection in Britain. James, meanwhile, had advance monies in his account from both publishers in October 1904, acquired by his agent’s efforts, and was three months into a visit to America by the time the American edition appeared. Pinker continued his attention to the financial aspect of *The Golden Bowl* in June of 1905:

> I have been checking your statement for Mr. Henry James’ book ‘The Golden Bowl’, and I find that you have allowed a royalty of Thirty Cents per copy. As the book is published in two volumes at Two Dollars Fifty Cents, and the royalty provided for is 20% on the published price, the amount should be Fifty Cents per copy. I shall be very much obliged to you if you will send me a corrected account, together with a cheque for the amount due.\(^{121}\)

Twenty cents a copy translates into five dollars from our current perspective, which could add up considerably if and when the royalties surpassed the advance.\(^{122}\) Pinker proved himself interested in more than his client’s financial concerns, however, a few months later in a letter to Scribner regarding their handling of an essay from what James believed was *Partial Portraits* (1888):

> Messrs. J.M. Dent & Co. have been advertising an edition of Turgeneff with an introduction by Henry James. On my calling Mr. James’ attention

\(^{121}\) James B. Pinker to Charles Scribner, 23 June 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

to the thing, he instructed me to enquire into the matter, as he had no knowledge of such an enterprise. Messrs. Dent then lent me a proof, and told me that they had purchased the edition in sheets from Scribners. I submitted the proof to Mr. James, who telegraphs to me as follows: - ‘The article is the one in partial portraits and I am wholly mystified as to grounds of Scribners appropriation can you cable enquiring have just written you.’ I learnt from Mr. Bangs [Scribner’s agent in London] that your edition was already published, so that it was too late to stop it, even by a cable, and therefore I did not cable to you today; but I shall be very glad if you will let me hear from you as soon as possible on the subject.123

Pinker wrote them again the following day to reiterate that James was distressed to think that an article written years ago for a special occasion should be torn from its setting and thrust forward as an introduction to an important edition of Turgenieff’s works, without his having the opportunity of, in the first place, consenting to its republication, and in the second place of fitting it the purpose.124

The agent asked again for a stop to the English edition, and a letter on the 26th thanked the publisher for their response noted that the problem, as indicated by the previous two

123 James B. Pinker to Charles Scribner, 10 October 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

124 James B. Pinker to Charles Scribner, 11 October 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
letters, was that the author felt the work “unsuited” to the use. No mention of money was made, as that was not what worried the author or agent; it was the author’s name and reputation that called for protection in this situation. Pinker discovered the problem and managed to solve it the best possible way under the circumstances.

James’s trip to America from August 1904 to July 1905 began and ended with the idea of a collected edition for the author’s work, an idea suggested to Pinker by Edward Burlingame of Scribner’s four years earlier. The July 27, 1900 letter quoted at the beginning of this chapter indicates that Pinker met with Scribner’s editor Burlingame earlier in the year and a telegram from Burlingame to the New York Scribner’s office on April 2, 1900 asks: “Would You Care on any terms to arrange for Collected Edition Henry James?” It stands to reason that a meeting with James’s agent would prompt Burlingame to ask this either before approaching Pinker with the idea or after discussing the possibility with him. James had been thinking of a ‘definitive’ edition in which he could revise and explain his work, but he “deliberately confided his ambitions to no one (except, of course, his literary agent).”¹²⁵ He instructed Pinker to contact Scribner’s about such a project, just as James was preparing to visit the country he had left 21 years before; Pinker wrote Burlingame immediately:

I have marked this letter “personal” as it is more from that point of view that I am writing. I recollect our conversation about the collected edition of Mr. Henry James’ books, and I thought you would like to know that

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Mr. James thinks the time for that has come. . . . Mr. James has received various proposals regarding this collected edition, but nothing will be done until we arrive, and I think he will certainly wish me to discuss the matter with Mr. Scribner and yourself before making any definite arrangements. I may also say that there is looming in the near future a new novel, which Mr. James is planning specially for serial publication. Arrangements for this also are to be made, and if you are disposed to discuss it, I shall be very pleased.  

While the prospect of such an edition originated with Burlingame, his enthusiasm for it had waned over the intervening years:

While we still look with much personal interest upon any project for a collected edition of Mr. James’s books and from every point of view of literature should hope that it might be made, it is undeniable that the commercial situation is much less favorable than at the time I first made my inquiry of you. This is true both as regards his own works and in light of the general experience of the last few years – for various reasons which, as we shall have an opportunity to talk them over, I will not now go into. I had a feeling at the time I spoke to you that that was something like the “psychological moment” for such an undertaking, and in looking back I

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126 James B. Pinker to Edward Burlingame, 3 August 1904, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
see that this had some justification. Your letter is of course so entirely preliminary that I hope you will look on this also as of the same kind; as I understand the subject is only to be brought up definitely after Mr. James has himself looked into the conditions. There may then be elements in what he proposes to change our present feeling. In any case we are much indebted to you and to him for keeping our conversation in mind, and for giving us the opportunity to consider the matter when it takes final shape.  

There is no evidence to support Pinker’s claim that “various proposals” had been made regarding a collected edition; only Scribner’s had expressed interest, so Pinker pursued the remote opportunity, well aware that Scribner’s reluctance was a reflection on James’s general lack of popularity. While James toured America collecting impressions that would result in a series of essays and finally a book (*The American Scene*) for Harper & Brothers and Chapman & Hall, Pinker began the correspondence that Anesko calls the “treacherous complications” of arranging the Edition de Luxe, or New York Edition, of James’s work. Pinker arrived in America in June of 1905 with James’s absolute

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127 Edward Burlingame to James B. Pinker, 16 September 1904, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.


permission to negotiate on his behalf: “If you have any definite view about anything, by which I mean about The Edition in particular, you may be able to break ground about it even before seeing me.” Pinker knew that his first step would have to be obtaining permissions from the various publishers of the works James wished to include in the edition; he began with the American Macmillans (which held rights in eleven titles) and received a positive response from the company president, George Brett:

In reply to your esteemed inquiry we may say that we shall be glad to allow Mr. Henry James to use any part, or the whole, of any material of his that we publish in a uniform collected edition of his works to be published by the Messrs. Charles Scribner’s Sons, and to be sold in this country in sets by subscription only, provided that he will pay us the sum of one hundred pounds (£100) at this time. We are glad to meet your wishes in this matter in this way and have put our price at the sum named because it represents the loss to us on our ledgers up to this time on our publication of these works by Mr. James.


132 George Brett to James B. Pinker, 21 June 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Brett’s agreement was a bittersweet one, amiable and yet with terms that reflected the popular failure of James’s material, and Pinker, ever concerned for his client’s financial end, wanted Scribner’s to pay the fee rather than James:

I had perhaps better send on to you Mr. Brett’s letter. I have told him that you will pay him the agreed sum. I have told Mr. James of the understanding reached by us this morning, viz: that you will make this payment without charging it to Mr. James’ royalty amount, and that if I can arrange in other cases for definite payments on a reasonable basis in lieu of royalty [emphasis added] you will bear those charges also.133

The next day, Macmillan sent Scribner’s a bill for £100. The contract, dated March 14, 1906, would carry different terms than what Pinker outlined to Scribner’s – and what Pinker explained to James; chiefly, that the payment to Macmillan’s would come out of James’s royalties.

James was not unaware of the difficulties Pinker would have collecting agreements from his previous publishers; after all, he had negotiated his own business affairs for decades and had employed Pinker to take such trouble off his hands and assured him in June: “Sorry I am for the up-hill moments, in New York, that you found yourself again condemned to. You will tell me more about them, and I shall feel but the

133 James B. Pinker to Charles Scribner, 22 June 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey. handwritten
more obliged to you for having successfully dealt with them."  

James left for England on July 5, relaxing on the ship’s deck while revising his first novel, *Roderick Hudson*, for his new project. By mid-month he was back home, while Pinker remained stateside to pursue the amity of the remaining publishers involved. James wrote a lengthy, specific prospectus to Scribner’s regarding his hopes for “an honorable presentation” that would be as attractive physically as their Kipling edition along with the additional feature of individual introductions to each volume:

> I desire to furnish each book, whether consisting of a single fiction, or of several minor ones, with a freely colloquial and even, perhaps, as I may say, confidential preface or introduction, representing, in a manner, the history of the work or the group, representing more particularly, perhaps, a frank critical talk about its subject, its origin, its place in the whole artistic chain, and embodying, in short, whatever of interest there may be to be said about it.

He left the financial details to Pinker, who was finding Harper, which held fourteen titles, more than considerate: “At the request of Mr. Henry James, we take pleasure in

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135 Henry James to Charles Scribner’s Sons, 30 July 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
extending to you the privilege of including in your proposed collective edition of his works, the books written by him which we have published and copyrighted.”

The ease with which Harper accepted Pinker’s proposal was soon to be overshadowed by the militant objections of Houghton Mifflin less than two months later, in October. The problem was similar to that of Heinemann five years earlier: “the method inaugurated by literary brokers of pitting one house against another and selling their client to the highest bidder is not one to be encouraged.” The Houghton titles, however, were negotiated by James himself, and his own habit of ‘pitting’ publishers to his own profit is what had brought about these troubles, not the efforts of his agent. Scribner’s contacted Pinker with the unsettling development, and Pinker attempted to put the responsibility for resolving the issue back on Scribner’s: “I sincerely trust that it will be possible after all to arrange a compromise. Apart from my desire not to have to start my negotiations all over again, I should be very sorry indeed to have to go to Mr. James and tell him that the negotiations had fallen through with yourselves, as he had settled

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136 Harper & Brothers to Charles Scribner’s Sons, 3 August 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.


139 The seven Houghton titles were *The Tragic Muse, Watch and Ward, Confidence, William Wetmore Story and Friends, The Spoils of Poynton, The Europeans,* and *The Portrait of a Lady.*
down quite happily to the idea that his affairs were in your good hands.”

Pinker used James as a threat; it was implicit that the business arrangements must be continued without disturbing the content author at his work. This would be a last resort for the agent, and as Horne notes, “James himself, hard at work in Rye, was not directly bothered with these troubles, which Pinker muffled for him.” Fortunately, these issues were resolved by the end of November (with a royalty split on the Houghton Mifflin titles between Houghton Mifflin and James, 7½% and 5% respectively, Houghton Mifflin to make the plates, print and bind their titles and hold said plates for three years) after Houghton insisted on his desire to be agreeable as to terms:

In arranging the terms with Mr. Scribner upon which the volumes of Mr. James’s works which we publish should be included in the proposed uniform edition, we did not intend to name any conditions, but we made rather suggestions, which from our point of view were absolutely fair and businesslike . . . I may add that we are not under ordinary circumstances favorable to a policy which scatters the writings of an author among various houses, only ultimately to bring them altogether into a uniform

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140 James B. Pinker to Charles Scribner, 9 November 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

141 Horne, Henry James and Revision 7.
edition. Such a policy does not seem to us to be fair to the original publishers of the books.\textsuperscript{142}

On December 5 Scribner’s sent Pinker a draft of the agreement for the edition. James wrote his agent on that same day “glad in fact not to have to think of the matter, as my actual work makes all due demand on my wits” and thanking Pinker for his “patience, ingenuity and diplomacy you have, in the whole matter, I am sure, been putting at my service.”\textsuperscript{143}

Pinker and James’s relief was short lived, however, when trouble with Herbert Stone, the American publisher of two of the titles to be included in the edition, \textit{In the Cage} (1898) and \textit{What Maisie Knew} (1897), crept up only a few weeks later. Scribner’s discovered the problem during an exchange with Stone on another project: “I am quite at a loss to understand Mr. Pinker’s statement in regard to our rights in the books by Henry James. We purchased ‘In a Cage’ outright, and there was no question of a limited period in the contract for ‘What Maisie Knew.’”\textsuperscript{144} Within a week after receiving Stone’s letter, Scribner’s alerted Pinker to Stone’s claim, which would present a problem if the author wanted to included either book in the edition. This difficulty did not dampen Scribner’s interest in the edition; letters regarding the contract sent to Pinker crossed in the mail, the

\textsuperscript{142} George Mifflin to James B. Pinker, 24 November 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

\textsuperscript{143} Horne, \textit{Henry James and Revision} 9.

\textsuperscript{144} Herbert Stone to Charles Scribner, 30 December 1905, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
first from Pinker to the publisher verifying that Harper would not charge for permissions while Macmillan would, payment to them to be covered by Scribner’s (but ultimately by James’s royalties), and a rather anxious one two days after from Scribner’s to Pinker, worried about Pinker’s failure to communicate regarding the contract and asking for a cable upon receipt, which Pinker sent February 10.

Scribner’s contacted Fox, Duffield & Company in New York, who set Stone’s claims to rest for both Scribner’s and Pinker: “We have purchased the Stone publications and have discovered no reason why these books should not have been transferred to us. We shall be obliged to you for any statement that you may be good enough to make to us.”¹⁴⁵ Six days later, Scribner’s agreed to cover the Macmillan fees upfront (again, charging James’s royalty account after publication) and sent a revised contract to Pinker, verifying the Duffield ownership of the two Stone titles and noting that “we have made the desired increase of royalty on the Macmillan books as suggested and send contracts, one of which please return with Mr. James’s signature. . . . We shall now prepare to proceed with the work on the edition on receipt of the ‘copy’ for volume one.”¹⁴⁶ While the agent may have had to agree to the coverage of the Macmillan fees with the author’s royalties, he had at least been able to obtain an increase in those royalties to hopefully


cover the fee more quickly and thus, provide for a profit for James sooner rather than later. Pinker returned the signed contract on March 26 and allowed that he and Duffield were in communication; on the 28th he wrote again stating that James did in fact want the two books held by Fox, Duffield to be included in the edition. Fox, Duffield wrote Pinker in July assuring him that “we do not wish to oppose him [Scribner], or Mr. James, in the matter” and would “be glad to sign any suitable agreement you may send us.”147 In September Fox, Duffield wrote Pinker

We are entirely willing to make an arrangement under which the Messrs. Scribner will be free to include the two books in their projected collection of Mr. James’s works, and to pay Mr. James ourselves a royalty of fifteen per cent on all copies we may sell. Nor have we any objection to turning the plates over to Mr. James at the end of two years. We only suggest that in drafting a contract embodying these terms you provide for some payment to us for the plates. The customary arrangement in time contracts of this sort looks to the taking over of the plates at cost, and we have no doubt this was the intention in the original arrangement with the Stones. We have ourselves paid the Stones for the plates of these two books, and as the sales of the two novels are not large, we should be considerably out of pocket at the end of the two years if we were obliged to let the plates go

147 Pitts Duffield to James B. Pinker, 24 July 1906, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.
for nothing at all. We have no doubt, however, that you will see the fairness of providing in the contract for some payment to us, even though this should be somewhat below cost.148

Duffield was willing to cooperate but still understandably concerned that he would not remain at a loss concerning his investment in James’s work. By offering royalties while not asking for an upfront payment before agreeing to allow publication by another publisher, he clearly wanted to do what he could in assisting the author with his collected edition while ensuring that he was remunerated in some manner after the edition had had time to produce a profit.

In the midst of acquiring James’s signature on the revised contract and writing Fox, Duffield and Scribner’s regarding the Stone situation, Pinker began contacting English publishers regarding the edition. Four years later, Pinker tried to interest Constable in the English edition of James’s collected edition and the publisher considered the possibility but needed more information with which to make a decision. Pinker informed Scribner’s in March 1906 that he had approached Constable and that Scribner’s would be hearing from them, with the expectation that they would be able to answer practical questions. Over a year later, Constable contacted Pinker about the edition, asking again for clarification that was not forthcoming from the American house: “I

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148 Pitts Duffield to James B. Pinker, 7 September 1906, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
spoke to Mr. Meredith [at Scribner’s] about the question of the collected edition of Mr. Henry James’ works. When last he mentioned the matter to Mr. Scribner, it did not seem to be quite settled as to who would make the necessary arrangements as to securing the consent of the owners of the copyrights. If you have done, or will do this, and will send us specimen volumes, and let us know the prices, both for sheets and for royalties to Mr. James, we shall be very glad to give the matter our consideration.”

Scribner’s would continue to leave Constable in the lurch, as it were, refusing to make a commitment to details until they had actually produced the books and could state a definite figure based on expenses; they also expected a large order (at least 100 sets) from an English publisher. When the year came to an end without any settlement as to the English edition, Pinker must have pushed Constable on an emotional level that he felt might bring about the results necessary to ensure the publication. Constable explained their stance but was unmoved but the agent’s attempt to manipulate them into agreement:

I am very sorry and a little surprised that you appear to think that we should have treated you or Mr. Henry James in any way that he or you could resent. The question of this Collected Edition presented itself to us as rather more complicated than it appears to do to you. Our recollection of the matter is that when you first broached it to us we said we should be very interested in considering it, and that we should like to know on what

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terms it was to be published. From the time when you first mentioned the
matter to us (which we think must be nearly two years ago), until your
letter of December 30th 1907, we cannot find that we ever had any
definite information to go upon. In writing this letter of December 30 you
gave us, for the first time as far as we are aware, any details as to the style
in which the books were to be produced, the number of volumes, and
prices. Now before we go into the question of price, one or two important
points ought to be settled:- (1) We should need a definite undertaking that
the consent of all owners of copyright in this country have been obtained.
(2) What arrangements will be made about the inclusion of any of Mr.
Henry James’ works which will be issued after the completion of this
Edition? We feel sure one of the first questions we would be asked would
be whether his subsequent works will be included in the Collected Edition,
as purchasers of a collected and definitive edition naturally wish to be
assured that the edition will be complete. Now, with regard to terms and
conditions, we note that the volumes are only to be sold in complete sets
and that the English publishers may not sell at less than the equivalent of
$2 per volume. We considered this proposition very carefully and we
concluded that it was out of the question to pay anything like the price
Messrs Scribners asked for the sheets, and we were therefore reluctantly
compelled to decline their offer, in view of the other expenses connected
with the production of the book. We have now [again on the receipt of your letter] – in brackets handwritten – gone into the matter very carefully, and if we can publish the books at 7/6 net per volume (which we think the utmost price at which they should be out upon the English market, and which will, in fact, be [almost] equivalent to the price of $2.) and if Messrs Scribners could supply us with 112/100 copies in sheets folded and collated@ 1/3 per volume and if these sheets could be delivered in London in time for us to bind and issue simultaneously with their appearance in America, we should be very glad to undertake the Edition and to pay Mr. Henry James a royalty of 20% on the English published price on every copy sold. . . . There is another point, there is nothing in the Prospectus to say that this is limited edition; this we think is a very important point. Nor is there anything to indicate that after this Edition is complete the different volumes will not be issued in America at a reduced price for a cheaper edition [, as produced from the same plates.] I am sure you will see the importance of these points; in this country it is customary, in the case of a special Edition de Luxe of this nature, to print only a limited number of copies, (the number is stated), and to then distribute the type, so that each purchaser knows he is securing a special edition of special value, and that this edition will not be reproduced in any other form. We feel sure that when you have read this letter and considered it you will exonerate us of
any intention of treating the matter as if it were “of small account,” either
to Mr. Henry James, or yourself, or we may add, to ourselves.”

Constable wrote Scribner nearly two years earlier on March 14, 1906 explaining that
Pinker had approached them: “We should not anticipate a large sale for the Edition de
Luxe, but we do not yet know particulars as to the size and cost of the volumes etc. . . .
You will realize that the difficulty here is that so many different people have the
copyright for so many different books by this Author.” Constable’s plan was to order
sets of 10 or 25 as needed; a year later, Constable was still interested but was unable to
make an offer without more details and assurance that the copyright issues had been
settled. Scribner’s was not happy with the idea of such a small order, and further
communication from Pinker to the English publisher John Murray (who had not
previously published a James work) produced similarly frustrating results:

Mr. Pinker has been negotiating with us about the complete Edition of
Henry James’ works, which you are bringing out in the U.S.A. We are
willing to bring it out in this country so it remains to make arrangements
with you – 1. We should not want to take more than 25 sets to start with –

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150 Archibald Constable to James B. Pinker, 16 January 1908, Henry James Collection, Yale Collection of
American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

151 Archibald Constable & Co. to Charles Scribner, 14 March 1906, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
I hope that we may sell more than this, but as we are not very confident, we do not want to risk more than this.152

Pinker wrote Scribner’s with these details on the same day Murray wrote Scribner’s London agent, Lemuel Bangs, and received an irritated response from the publisher:

Your letter of February 28, with reference to the English edition of Mr. Henry James’s Novels and Tales, was duly received. We also received word from Mr. John Murray that he would be glad to take an edition of twenty-five copies at the price which we quoted to you, viz. 2/6 per copy, plus the cost of folding. We were disappointed at the smallness of Mr. Murray’s order. As you well know, we have incurred a very heavy expense in the preparation of this edition and we expected to be able to sell an English edition of 250 or at the very least 100 sets. We are reluctantly obliged, therefore, to decline Mr. Murray’s offer. If on reconsideration of the matter he can see his way to take 100 sets at the price we have just quoted, we shall be glad to supply them, with the further understanding that the expense of printing the imprint tile-pages up to 250 shall also be charged to him, and that reorders shall be for lots of not less than 25 copies. If the project does not prove attractive to Mr. Murray under these conditions, perhaps you will be able to interest some

152 John Murray to Lemuel Bangs, 28 February 1908, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
other London publisher in it. Otherwise we should prefer to market our own edition in England.¹⁵³

Neither Murray nor Constable wanted to take more than 25 sets and were not inclined to accept Scribner’s terms. Scribner’s now regretted leaving the disposal of English rights to the Edition in the hands of James’s agent. But whose interests was Pinker commissioned to protect, after all: author’s or publisher’s? If, to James, Pinker had become ‘a blessing unspeakable,’ to Scribner he was just an unspeakable nuisance. Annoyed by Pinker’s ineffective salesmanship, the firm pressured its official London agent, Lemuel Bangs, to intervene. By early June, Bangs got the desired result.¹⁵⁴

The result was, of course, a contract with the English Macmillans.

Concurrent to the signing of the contract with Scribner’s in March 1906, Pinker sent James’s revised Roderick Hudson, on which the author had worked since his return trip from America eight months earlier. The work was sent in two packages, the first of which was never received by Scribner’s and the second damaged in transport:


The package is in poor shape, the wrapping being more or less in shreds and evidently not heavy enough. We have some fear, therefore, that the first package may have come to grief from similar cause and not reached New York. . . The portion received gives us considerable concern and perplexity. Mr. James’s interlineations and emendations, though made with the greatest care evidently as to clearness, are nevertheless so numerous and, from the point of view of “copy”, so intricate that it is simply out of the question, we fear, for us to furnish it as it stands to the printers. The additional cost of setting up such “copy” would be very considerable and serious. Typesetting machines could not be used, to begin with, and if set by hand it would have to be paid for by “time” instead of the more economical and usual space rate. The only alternative would be for us to have the manuscript typewritten and charge the expense to the account of the author. Under these circumstances, do you not think it would be better to postpone the composition of the “Roderick Hudson” and begin the enterprise, which as you of course appreciate is one of much manufacturing importance, with the next volume? We should, we may say frankly, fear the effect on the cordial co-operation of the printers if we began with such difficult “copy”. We therefore suggest – and indeed it seems to us as if this were the only solution of the difficulty – that typewritten “copy” be furnished us, and that this be revised by Mr. James,
as in the case of “The Golden Bowl”, which we remember was perfect “copy” such as could be secured in no other way.155

James wrote to Scribner himself in May to offer to have the revised manuscript typewritten, but not without insisting on a promise that the printers, who would benefit from the clarity of the typed pages, would set the work as written: “I beg the Compositors to adhere irremovably to my punctuation & never to insert death-dealing commas.”156

Since Pinker did not involve himself with questions of content or style, it seems fitting that James would make such a personal demand himself.

As if he did not have enough work regarding the edition already, Pinker then became involved with the frontispiece photography for the edition although the art editor at Scribner’s Magazine, Joseph Hawley Chapin, claimed that he knew the photographer, Coburn, and would handle the touchy problems regarding fees:

We feel that Mr. Coburn’s fee for his own work, namely, twelve guineas per plate, is excessive. It is true that we once paid Mr. Coburn something approaching that amount for some work he did for Scribner’s Magazine, but we did not feel that the results justified the expenditure. It is a very extraordinary price to pay for photographs. We feel that Mr. Coburn ought, considering the number of subjects, to negotiate with us for a lump


156 Horne, Henry James: A Life 432.
sum to cover the entire twenty-three subjects . . . I should be very glad, if agreeable to all concerned, to correspond directly with Mr. Coburn in regard to this matter of payment, as I am personally acquainted with him.157

In February 1907, however, Chapin instructed Pinker to tell Coburn that any work he completed for the James edition would be the property of Scribner’s, and as such, not available for Coburn to sell elsewhere. The editor explained that he would contact Coburn himself but “in the meantime you can, of course, let Mr. Coburn know how we feel about it.”158

Before the first volume of the edition even appeared, James expressed his frustration with the project to his brother William in October 1907: “it will be an immense relief to me when the famous Edition is off my hands . . . the prefaces are very difficult to make right, absolutely and utterly, as they supremely have to be.”159 Pinker did his best to shield his client from further stress, and in December they were both rewarded with the physical proof of the fruits of both of their labors. Scribner’s printed 1500 copies of volumes one through ten, and would go on to print 1000 each of volumes eleven through twenty-four; Scribner’s sent Pinker “with our compliments, one copy of

157 Joseph Hawley Chapin to James B. Pinker, 23 November 1906, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

158 Joseph Hawley Chapin to James B. Pinker, 7 February 1907, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

the first and second volumes, which are now ready, of the new edition of the Novels and Tales of Henry James. We are forwarding direct to Mr. James a copy of each of these two volumes."\textsuperscript{160} James told Scribner’s he was “serenely content”\textsuperscript{161} with the finished product, and wrote on the last day of the year to his agent: “I rejoice that you are in as punctual possession as I am of the two beautiful volumes (for beautiful I hold them to be,) in which I quite agree with you that we may take pleasure & pride.”\textsuperscript{162} The “we” is very telling; James clearly felt that Pinker was a vital part of making the project happen, and saw the result as the joint effort of his own artistic craft and the agent’s business acumen. The shared ownership James saw of the two volumes was a reflection of his appreciation and his acknowledgment of Pinker’s work.

Pinker spent the next year working on negotiations for the English edition and attempting to obtain a financial return for James (while muddling through a stressful time in his relationship with Conrad, as noted in the introduction), who had been working diligently on the edition without payment:

As you can understand Mr. Henry James’ devotion to the preparation of the collected edition means that I have received practically nothing for him for the last twelve months, and if I could pay something into his account I should like very much to do it. I do not know whether the

\textsuperscript{160} Charles Scribner’s Sons to James B. Pinker, 17 December 1907, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

\textsuperscript{161} Edel, \textit{Henry James: Letters} 484.

\textsuperscript{162} Horne, \textit{Henry James: A Life} 454.
position justifies you in sending me a remittance on his account, but if it does I should like very much to have it. Mr. James does not know I am writing to you as he is sensitive on these matters and I would rather he thought it was your own prompting.\textsuperscript{163}

Pinker did not need credit for any results his request might obtain; his only concern was for the money for his client and for James to remain blissfully unaware that his agent had begged on his behalf. Scribner took a few weeks to send a letter of regret and explanation:

I wish very much that the sale of the New York Edition of Mr. James’s books justified a substantial remittance. The account has been made up according to our contract and you will see from it that it has been possible as yet to place only a small sum to the credit of the author and that this did not on August 1\textsuperscript{st} make good the payment made to The Macmillan Co. For your explanation of the figures I would state that according to our agreement the amount of royalty varies, being for the author 7-1/2\% on the volumes coming from Houghton, Mifflin & Co., 12-1/2\% on those acquired from The Macmillan C. and on others 10\%. I know that Mr. James must have given a good deal of time to the collected edition and I hope that in the end for the sake of both of us the result will be more

\textsuperscript{163} James B. Pinker to Charles Scribner, 16 September 1908, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
satisfactory. We never expected a rapid sale; indeed, as you know, we were never too sanguine of a paying sale, but I believe that the sale will continue. The edition is very highly praised by all and there must be a great many admirers of Mr. James’s work who will eventually purchase it.\textsuperscript{164}

At the time, Scribner’s had not finished paying Macmillan for permissions and did not fully cover the cost until February 1909. The ‘high praise’ noted by Scribner’s did not make Pinker’s client feel financially secure, and James was stunned in October 1908 by the low royalty payment from the edition; he guessed that the figures worked out to be $211 but was confused by the royalty statement, as he relied on Pinker generally to understand such business.\textsuperscript{165} His income for 1908 was the lowest it had been in 25 years, in contrast to the first eight years of Pinker’s service: “With Pinker’s help, against the obstacles of an increasingly indifferent reading public, his income from writing for the next eight years averaged about five thousand dollars a year [compared to $2000 per year before Pinker] . . . . Though less in demand, at least he was being more effectively sold.”\textsuperscript{166} James admonished himself in a letter to Pinker that autumn: “I have been living in a fool’s paradise.”\textsuperscript{167} The last preface of the Collected Edition (for The Golden Bowl)

\textsuperscript{164} Charles Scribner to James B. Pinker, 6 October 1908, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

\textsuperscript{165} Edel, \textit{Henry James: Letters} 497.

\textsuperscript{166} Kaplan 465.

\textsuperscript{167} Horne, \textit{Henry James: A Life} 468.
was complete and off his hands in March of 1909, after much emotional trauma and physical stress over the revisions and prefaces, upon both of which he elaborated to friends and family excessively. The sizes of the volumes were prohibitive to profit, with prefaces longer than the publishers expected and difficulties that were financially taxing to all involved.

All was quiet between the James and Scribner’s camps for over a year, except for statements and checks on James’s account, before Pinker approached Scribner’s about a book which he contemplates for Autumn publication this year. The book will consist of five stories, making in all about 80,000 words, and Mr. James would be very pleased if we could arrange for its publication in America by your house. Mr. James suggests a royalty of Twenty per Cent with One Hundred Pounds on account, and I hope this will meet your views.\(^{168}\)

This collection, *The Finer Grain*, was an easy production, with publication in October and a ready agreement and payment of the £100 advance as requested. A year later, however, Pinker’s efforts to negotiate terms for *The Outcry* met with some resistance:

Mr. Henry James has finished a novel, and I am sending the MS. to you shortly. Mr. James would be very pleased if it were possible for you to run it serially in *Scribner’s Magazine* but if that be out of the question then

\(^{168}\) James B. Pinker to Charles Scribner’s Sons, 7 April 1910, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
he would like to arrange for it to be published in volume form this autumn.

I see that we have an agreement for the volume rights for a royalty of 20%, with an advance conditional on the sales of ‘The Golden Bowl’. I take it that under this arrangement the advance on the present novel would be £300?¹⁶⁹

Scribner found Pinker’s proposal less than acceptable:

The old contract which would cover the new James novel, as “the second one” since “The Wings of the Dove,” is a little hard to construe in its application to this book. It does say that we should pay up to £300 as an advance if “The Golden Bowl” yielded that much, but I think it fair to remember that “The Golden Bowl” was so large a story that we issued it in two volumes at $2.50 and of course the higher price increased the sum of the royalties. I understand from Mr. James when here that this would not be a very long story and it would therefore be issued at a much lower price. Under these conditions I think £200 would be a fair advance. . . .

The 20% royalty insures that the author will get all that is coming to him and I will agree to make up a rough estimate of the sales at the end of the

¹⁶⁹ James B. Pinker to Charles Scribner, 20 April 1911, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
first three months and pay any amount over £200 that is coming to the author.\textsuperscript{170}

Scribner’s wrote again in August to reassure Pinker that a delay on the book production would be held at the agent’s request while the suitability of a serial sale was explored; this, however, did not come to pass and Scribner’s, eager to publish the volume, issued it in October, sending along the £200 advance as the publisher saw fit.

When James began working on the three manuscripts that would become his autobiographical trilogy, his initial plan was use his late brother William’s letters to focus on a biographical concern for his famous philosopher-psychologist sibling, but he deferred on that use for the first title, \textit{A Small Boy and Others}, which he finished early September 1912. William’s son Henry wrote to his uncle that month about the failure of his father’s correspondence to appear in the work, placing blame where James did not agree. The author responded:

I feel upset indeed at your allusion to poor Pinker’s having perhaps prevailed upon me to “give up” the Family Book! Please banish from your mind every view of my relation with him in which his having anything to say to the nature of my work itself, or to what it shall or shan’t be, may or may not consist of or how or not proceed to any degree, figures. He would never in the world presume to cross any such line, nor should I

\textsuperscript{170} Charles Scribner to James B. Pinker, 4 May 1911. Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
dream of allowing him to – our relations are altogether on the other side of it: on the basis of my own stuff done in my own way, where his cognizance of it only begins.\footnote{Edel, \textit{Henry James: Letters} 794.}

The author, while maintaining his creative independence from his agent, continued his insistence on Pinker’s value and continued compensation for that value when Charles Scribner sent the following proposal to both the author and agent on September 27, 1912:

As the publishers of your definitive edition we want another great novel to balance the Golden Bowl and round off the series of books in which you have developed the theory of composition set forth in your prefaces. In our opinion such a book would be of very great advantage to our common interests and it is most desirable that it should be produced as soon as possible. We know that such a work demands much time and all your time for a considerable period, and we have thought that under all the conditions it might be acceptable to you to receive a somewhat unusual proposal. If you can agree to begin the book soon – say within the next twelve months – and to give up your other work for it, we will pay you $8,000. for all rights in the manuscript everywhere.\footnote{Edel, \textit{Henry James: Letters} 789.}

What the publisher did not disclose was the source of such a large sum - James’s friend Edith Wharton, who was worried about the older author’s financial situation and

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\item \footnote{Edel, \textit{Henry James: Letters} 789.}
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instructed Scribner’s to redirect the amount from her own substantial royalty account with them.\textsuperscript{173} Pinker answered for James: “I have discussed with Mr. Henry James the question of the novel, and he will be very pleased to make a contract now on the lines, more or less, suggested in your various letters.”\textsuperscript{174} Scribner’s and Wharton were not happy to have Pinker profit by the arrangement, as Wharton’s aim was to enlarge James’s coffers and not the agent’s. The publisher explained his stance, without reference to the nature of the original offer, to Pinker, noting that “there has been no work on your part”\textsuperscript{175} and Pinker left the decision to his client, keeping his suspicions about the contribution from Wharton to himself to save James the embarrassment of knowing that others believed he was destitute and also leaving the author free to accept the sum for work expected, rather than as charity, which would of course make him feel more secure financially. James’s ongoing obsession with his financial state led Pinker to write to the author’s nephew, Henry James, Jr., in January of 1912 to inquire as to the true state of affairs and was assured that “this is no occasion for him to vex his mind about finances at all.”\textsuperscript{176} While the author’s concern seemed inexplicable, it was very real and caused him distress, so much that even though he expressed some hesitation about the arrangement to

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\textsuperscript{173} James had written Wharton in February of 1911 about “my meager budget - forgive me if it isn’t brighter and richer. I am but just pulling through.” Edel, \textit{Henry James: Letters} 573.

\textsuperscript{174} Edel, \textit{Henry James: Letters} 791.

\textsuperscript{175} Edel, \textit{Henry James: Letters} 792.

\textsuperscript{176} Henry James, Jr. to James B. Pinker, 16 January 1912, Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts.
Pinker in October: “What his offer involves will be the surrender of my copyright. *There* resides a quite poisonous pang, for I have never in all my course made any such surrender and have a very deep instinct of objection to it”¹⁷⁷ he did agree and accepted $4000 from Scribner’s on February 28, 1913, sent to his agent, of course, who accepted his usual 10% fee (which had always been their arrangement) at the author’s insistence.

Pinker had informally negotiated a £500 advance each for the autobiographical *A Small Boy* and its sequel, *Notes of a Son and Brother*, and was dismayed by a letter from Scribner in December refuting those terms:

> I have a letter this morning from Mr. Wicken [Pinker’s associate] stating that a reference to your notes concerning the arrangement for Mr. Henry James’s book confirms your view that there was to be a £500 royalty advance and asking me under the circumstances to sign the agreement as it stands. In reply I hasten to write that it is impossible for me to do as he suggests. My recollection and memorandum are clear that I named £100 and I remember your stating at the time that you did not require a large sum. £500 would be manifestly more than such a book would command and you will remember that £200 was the largest sum advanced on a novel. When you wrote in October that Mr. James had changed his plans and would make two volumes you proposed that the terms arranged for the volume of Letters apply also to a first volume which you called

“Memories of a Son and Brother” and which may now be considered “A Small Boy and Others”. Replying to this letter Mr. Burlingame wrote, in our behalf, that we “would undertake the publication of the volume and let the terms arranged for the volume of Letters apply to this also.” Of course we could not have written this if we had supposed that the advance was to be £500. It is an awkward situation if you named the larger sum to Mr. James but I do not think we should be expected to make such a radical change in our agreement. Meanwhile the proof has been going forward regularly.\(^{178}\)

Pinker must have sent a reply that expressed his dislike of the low advance proposed by the publisher, as Scribner sent a cable to Pinker on January 8 that aroused this response the next day:

> I received yesterday your cable as follows: - ‘Greatly regret James misunderstanding cannot accept your contracts but will advance five hundred on two books together’. I was consequently bound at last to go to Mr. James and explain the difficulty. I was anxious to avoid this for various reasons, the most important being that he is now very much better in health, and immersed in work, and I did not want to take him a business disappointment. As I mentioned to you when you were here, the long

\(^{178}\) Charles Scribner to James B. Pinker, 20 December 1912, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
work on the collected edition, and his subsequent illness, have practically
sacrificed Mr. James’s literary income for the last few years, so that the
advance on account on these two books was a matter of importance to
him. However, I told him that I felt sure you would agree to pay the Five
Hundred Pounds on publication of the first book this spring, so that as he
had counted on that sum his plans will not be disorganized immediately,
and he will have time to make other arrangements for the latter part of the
year. ¹⁷⁹

Scribner’s wrote back on January 13 accepting Pinker’s terms as Pinker had assured
James that he would, in short agreeing to pay James £500 on the publication of *A Small
Boy*, as Pinker originally expected, although the advance was divided between *A Small
Boy* and *Notes of a Son and Brother*. On April 1 Scribner’s sent Pinker a draft for £500
along with a copy of *A Small Boy*; the amount was just what Pinker asked at the time he
expected it, regardless of the shuffling of contractual language. James had the money he
wanted when he expected it, thanks to Pinker, who managed to coerce an extra £300 from
Scribner’s for the advance.

In 1914 James collected previously published essays for a volume called *Notes on
Novelists*, which was contracted with Scribner’s in January and published (with 2000
copies printed) in October, while 3000 copies of *Notes of a Son and Brother* appeared in

¹⁷⁹ James B. Pinker to Charles Scribner, 9 January 1913, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
March. Scribner’s attempted to get the Canadian rights for Notes on Novelists because “we usually have the Canadian market on these books” but Pinker had to remove that stipulation in the contract: “I am very sorry that I cannot on this book give you the Canadian market. I tried to get it in your agreement, but a very satisfactory agreement on this side [Dent] was dependent on it, and I wanted particularly to get Mr. James all that I can on this book.”

A year later, in January 1915, months after Notes on Novelists had been published, James complained to Pinker about his advance, or lack thereof: “I infer from the limits of Scribner’s cheque [his semiannual royalty statement] that I get nothing at all from him ‘down’ . . . on those Notes!” The next day Pinker wrote Scribner’s, “I do not appear to have received from you the cheque payable on publication of Mr. Henry James’ ‘Notes on Novelists’. I shall be glad if you will let me have this at your convenience.” At Pinker’s prompt, Scribner’s sent the agent “£256. 2/7, the equivalent of $1,250., the royalty advance agreed upon on ‘Notes on Novelists’ by Henry James.” This would be the last advance James would receive from Scribner’s.

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180 Charles Scribner’s Sons to James B. Pinker, 14 January 1914, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

181 James B. Pinker to Charles Scribner, 26 January 1914, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

182 Edel, Henry James: Letters 733. James’s concern continued to be, as it had been from the beginning of Pinker’s professional relationship with him, with the ‘down.’

183 James B. Pinker to Charles Scribner’s Sons, 7 January 1915, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

184 Charles Scribner’s Sons to James B. Pinker, 22 January 1915, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Less than six months after James’s death in February 1916, Scribner’s approached Pinker about publishing the author’s last autobiographical piece, *The Middle Years*:

There is no reason why we should delay longer about the autobiographical fragment called “The Middle Years”, which has interested us very much and with regard to which we should be glad to make you a proposition for the Magazine - of course assuming the book use later in some form on the usual terms. We do not think it possible to use with success in the Magazine the whole of the manuscript as it stands, for reasons that we believe you will readily understand; it would make at least three installments of very varying interest; but we believe that two very interesting and successful articles can be made from it, for the serial rights in which we should be willing to pay $250 each . . . We are of course sincerely interested, as you are, in keeping Mr. James’s work together and in seeing what he has left used to the best advantage.\(^{185}\)

Pinker negotiated a higher payment for the articles, and in February 1917 Scribner’s took on the publication of the two unfinished novels left by the author, *The Sense of the Past* and *The Ivory Tower*, but explained to Pinker that they did not feel an advance was appropriate, and Pinker agreed. He accepted the usual 20% royalty rate and insisted on Scribner’s paying a share of the editing fee, of which Scribner’s had to be reminded in

February 1918: “I shall be very much obliged if you will let me have a cheque for the fee due to Mr. Percy Lubbock in payment of his work of editing the Henry James books. You will remember the amount agreed upon was Twenty-Five Guineas.”

The payment was issued March 19.

Later that year Pinker found himself in the midst of price negotiations between Scribner’s and Collins, the English publisher for The Sense of the Past and The Ivory Tower, who would be setting up the type and selling sheets to Scribner’s for their use in America. He also attempted to mollify Scribner’s when the English Macmillans (who had published James’s early and mid-career novels in England) sought to issue a cheaper collected edition of James’s works, which distressed Scribner because of the possible dent it would make in the sales for the New York Edition, which had all but come to a halt: “Nothing has been said about the new prefaces and without going into the subject thoroughly I should question whether they could suitably be used under the older arrangement of the material; they were of course written for the New York Edition and we think they should only be used in connection therewith.”

Looking out for James was always Pinker’s primary interest and as such, allowed the agent to override Scribner’s objections and pursue the path that would gain the most exposure for the author’s work and profit to his estate. As Anesko puts it, “Macmillan

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186 James B. Pinker to Charles Scribner’s Sons, 12 February 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

was ultimately persuaded by Pinker and Percy Lubbock that a cheaper – and more inclusive – edition of James’s works would find buyers.”

*The Novels and Tales of Henry James*, a cheaper and more accessible version of Scribner’s edition, was published from 1921-1923, a continuing result of Pinker’s efforts even after the agent himself died in 1922.

While the New York Edition was a disappointment for all involved, it was not due to a lack of effort on the agent’s part, as demonstrated in this chapter. While James continued to make difficulties for publisher’s schedules and apparently had no regard for contractual details, his agent successfully “begged indulgence” for him, allowing the author to continue writing, undisturbed, in the manner that kept him productive. He also handled the trouble caused by James’s previous “flittings” between publishers, which occurred long before Pinker became involved and caused the most problems with the Collected Edition.

How and why the arrangement for Scribner’s to pay for the Macmillan fee without damage to James’s royalties fell through is a mystery; clearly, Pinker had taken James’s financial concerns into account, as always, and the correspondence between the agent and the publisher was clear on the matter. Furthermore, while Pinker may have withheld information from James when such information would have been disruptive to the author, he was not in the habit of lying to his client, particularly regarding terms of contracts. Sometime between June of 1905 and March 1906 (when the contract was

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188 Anesko, *Ambiguous* 88.
actually signed, with the stipulation included that the royalties would first be used to cover the Macmillan fee) the terms changed; with the evidence of Pinker’s business habits at hand, one might guess that he agreed to this on James’s behalf because it became an issue that would have stopped the edition altogether. Keeping James in print and in this case, with a fresh perspective by the author himself, would have been a better deal than losing the opportunity over £100. No one expected the edition to fail (financially) so miserably, so Pinker’s estimation, as it most likely was, that the royalties would be enough to minimize the loss of the fee was not inordinate; to his credit, he did negotiate an increase in those royalties to help in that regard. He had also continued to do as James bid insofar as obtaining advances before publication, in this case, for *The Golden Bowl*, so that the author had money for his trip to America; his primary concern, as always regarding advances, for the author’s “convenience.” His difficulties with Scribner’s advances came after the New York Edition, when the publisher could see that their investment in James’s work had become riskier than they might prefer. The next chapter will show how Pinker used his business acumen to obtain a unusually rewarding contract for the material James went to America (with early advance monies in his pocket from *The Golden Bowl*) to gather and produce; *The American Scene* would be a complicated endeavor that took all of Pinker’s negotiating skills as well as his patience and that of the publishers involved. James’s excitement over his travel writing would be dampened by publishers’ mistakes, which upset him as worked on the volumes of the New York Edition, work without reward.
Chapter 3
Harper & Brothers and Chapman & Hall

Pinker’s continued efforts to obtain advances that would, as if he might have been able to predict, not be met by actual sales, as well as the author’s ongoing inability to produce on demand is demonstrated in this chapter as the agent obtained fantastic payments for James’s collection of travel essays, *The American Scene*. James’s emotional responses to careless handling of his work by publishers are considered as well, showing exactly why Pinker preferred to keep the author sheltered from publication troubles. Even when James’s anger was understandable in a particular situation, his tendency to overreact in an extreme fashion was obviously worth avoiding if at all possible, as it distracted the author from his writing.

James’s long-standing relationship with Harper & Brothers dated back to the publication of the enormously popular *Daisy Miller* in 1879 and, as noted in the first chapter, caused some difficulty for Pinker with Methuen during the publication process for *The Ambassadors* in 1903. In the spring of 1904, Pinker approached the publishers regarding a collection of travel impressions James intended to write about his visit to America, to be undertaken in August of that year. As Anesko notes, Pinker negotiated a “lucrative” contract not only for this book but also for a novel to follow, along with the serialization of both volumes. The travel title would bring James £80 per article (with the promise to publish at least eight) to be published in the *North American Review*, and the
book edition would net a £400 advance on royalties of 15% on the first 5000 copies raised to 20% thereafter, on a list price of $3. The novel (presumably *The Ivory Tower*, which James never completed) would be serialized for £1500 if placed in *Harper’s Magazine* (which enjoyed a British circulation) or £500 if published in the *North American Review* (which was, as one might expect, only sold in America) with a £200 advance for the book.189 In order to help his friend earn the money to finance his trip, Howells managed arrangements for James to speak in a series of lectures on such topics as ‘the novel’ and Balzac at women’s clubs during the stops on his American tour. The author would need time to amass his material for the contracted articles and volume, during which “from both his agent and his publisher, James demanded patience.”190

Pinker was able to come to terms with Chapman & Hall, publisher of Dickens and Thackeray, in May 1905 for the English market after some difficulty, as he was determined to find a publisher who would offer serial as well as book publication along the lines of the Harper arrangement. The £200 for the use of material in their *Fortnightly Review* and £250 in advance of 15% royalties on the book (with a list price of 12/6) were considerably less than Harper’s generous terms, but with the American figures so high Pinker could afford to accept what was offered in order to keep James in print on both sides of the Atlantic. Little did the agent or his author know that the edition that brought James more money would bring him much disappointment.

189 James B. Pinker to George Harvey, 13 April 1904, Archives of Harper & Brothers, 1817-1914.

190 Anesko, “James in America” 7.
James and Pinker were both engaged in work on and regarding the New York Edition from the time of these agreements into the next year; it is no surprise that the beginning of 1906 brought inquiries from Chapman & Hall editor Nelson Ward to Pinker: “Can you give me any idea how we stand with regard to Mr. Henry James’s book?” and again in June: “We have not yet received the MS. of Mr. Henry James’s book. I should very much like to set this in hand as soon as convenient to himself, as the printers are apt to get so full a little bit later on. Have you yet heard anything from him on the subject?” In late summer, Ward sent a handwritten postcard to Pinker: “Still without ‘copy’ for Mr. Henry James’s book, and I am leaving for my holiday next week and anxious to put it in hand before I go. Can you drop him a line? We really ought to get to work now.” Ward’s rising panic reached a head when he did not find the book waiting for him when he returned from his vacation, and he lost his usual deferential treatment of James, if only by calling him “sensitive” in another handwritten missive to the agent: “I have just returned from my holiday to find that not a line of Mr. Henry James’s MS. has been received. Do, pray, get him to send it along. I know he is sensitive and all that; but a contract is a contract, and we must have the book this


autumn.” One day later, Ward begged again: “As you are going to spend the week-end with Henry James, do you think you could get him to let us have a brief account or description of his book for our Autumn list? He could say briefly what the book aims at being, and I could put in the complimentary adjectives. I hope you can get him to do this.” While Chapman & Hall had not published a book by James before now, the firm was obviously aware that the best way to approach the author regarding difficulties was through his agent, who had a reputation himself of being the party best able to influence the author’s performance and had dealt with the publisher before regarding the work of other writers.

James wanted publication as soon as possible after he sent his last chapter to Pinker in the fall of 1906: “I feel, perhaps a bit nervously, as if I didn’t know what they might be capable of if hustled. Let us hustle enough therefore, but not too much!” James believed that bypassing Harper proofs, which he thought would be acceptable as they were created from the Chapman corrections, would save time, which it did. The proofs for *The American Scene* went from Chapman & Hall to James then back to Chapman & Hall with the author’s important emendation of running heads that changed

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every two pages. Pinker had written Harper exactly one month earlier, pushing for book publication and allowing that “if Florida [the last chapter] is to be included in the book that would postpone its publication until next year. This Mr. James is most anxious to avoid . . . I am sending to the London publishers the complete copy for the book, and will get corrected proofs for you, so that there may be no necessity to send proofs of your book to Mr. James for correction.” 197

While getting James to provide the manuscript in a timely fashion for production purposes was stressful for Ward, he was quick to display a genuine respect and reverence for the author’s work: “No: by no means let Henry James cut his last chapter. We don’t want to throw gold fringe into the gutter. Let us have every word he has written.” 198

This desire to be faithful to James’s words was the opposite feeling towards the author’s work than the one held by Harper. The American publisher was beginning to add to Ward’s stress by asking for a delay in the publication date in order to have a simultaneous release in both countries: “Surely as the whole of this material of Henry James’s book has appeared in America [as a serial] and is therefore copyright we are not going to be asked to hold the book back simply to meet Harpers’ date.” 199


199 Nelson Ward to James B. Pinker, 27 September 1906, Additional Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts. The concern on the American end, of course, would be the necessity of depositing an American manufactured edition on the day of or the day before the English edition was published, according to the 1891 copyright law.
Ward’s desire to publish the volume in the fall of 1906 fell to the demands and mismanagement of the material by Harper along with Pinker’s attempts to please the author. On January 2, 1907, Ward wrote Pinker: “Since your call today to-day I have seen Mr. Waugh [managing director at Chapman & Hall], and we have decided to publish Mr. Henry James’s book on the 30th January, and have communicated this decision to Messrs. Harper & Brothers.”

Chapman & Hall’s edition of 1500 copies of *The American Scene* was issued in “burgundy red buckram, lettered in gilt on front cover and spine” and carried the full weight of James’s words at 472 pages. The American edition suffered under the pressure of James’s interest in quick publication and Pinker’s support thereof, but more so because of Harper’s lack of care with James’s material. On February 7, 1907, 2500 copies were issued in “cobalt blue vertical-ribbed cloth, lettered in gilt on front cover and spine” and allowed the American publishers to save time in their own manner, namely, by ignoring the corrections and running heads and adding a line to each page in order to shorten the volume, which was longer than they had anticipated. At 446 pages, this volume was missing the last section (five pages) of the Florida (final) chapter along with the corrections made to the English proofs. James was incensed in a letter to Pinker in April: “I extremely resent their whole indifferent,  

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201 Edel, *Bibliography* 133.

cavalier, uncivil treatment of my stuff, as if it were beneath their notice.”

The author had a long-standing relationship with Harper & Brothers beginning with the highly successful *Daisy Miller* in 1879 and in his view there was no reason to expect the publisher to be indifferent to his material; however, the changes in the firm over nearly three decades, including a bankruptcy and change of presidential and editorial hands, would have lent a more realistic person sufficient reason to consider. He wrote another complaint to the agent nine days later on May 5:

The Harpers simply pay no attention to them at all, leave the poor book to make shift without them and accompany the act neither with any question, notification, apology or sound or syllable of any sort. I think the proceeding fairly monstrous – but I wrote them no word on receipt of the book, though moved by high disgust to do so, because while my interests were under discussion with them at your hands I thought it not right to put in my oar. But it’s a point on which I do hate they should go “Scot free!”

Pinker, ‘rowing’ on James’s behalf, enclosed a copy of the author’s April letter in a missive of his own to the London office of Harper, which, per usual, contacted the New York office with the communication:

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I wish you would see that the guilty person is properly blamed for what Mr. James calls ‘his mutilation of the volume by the wanton suppression of the page head-lines.’ Mr. James supplied these with care to the sheets that were sent out to your New York office for copy, and he thinks they should not be omitted without word of any sort to him, seeing they were an essential element in the book.205

When this letter went without response, he approached the problem of Harper’s poor handling of *The American Scene* from a different perspective:

Mr. Henry James wishes me to say that he thinks it will be better to cancel the arrangement existing between you for the serial and volume rights of the long novel [the as yet unnamed *The Ivory Tower*] which it was proposed he should write for you. In suggesting this, Mr. James feels that he is anticipating your wishes, as he is certainly consulting his own. As you will have seen from the extracts which I sent you recently from his letters, he has been greatly annoyed by his experiences over the book of American Impressions, and he does not now feel that he could undertake the novel with the confidence and peace of mind that is necessary if he is to do justice to himself and his publisher.206

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205 James B. Pinker to F.W. Slater, 24 May 1907, Archives of Harper & Brothers, 1817-1914.

This attracted the notice of Harper & Brothers president George Harvey, who replied two weeks later:

I am convinced, and I trust you will accept my assurance, that neither Mr. Munro [editor at the *North American Review*] nor anyone else connected with this House ever intended to say or do, or fail to do, anything that might seem to you discourteous, I nevertheless quite agree with you that there were material causes for a grievance on your part. I sincerely hope, however, you may see your way please to drop over these offenses the mantle of charity, of which I observe you modestly claim a fair share, and proceed with the original arrangement respecting the publication of the long novel.  

Harvey does not mention the time and effort James’s changes had caused his firm in the production of the work, during which they were rushed by the agent at James’s request. This groveling apology must have been acceptable to author and agent, as less than two months later Harper was responding to a request by James to defer the short novel *Julia Bride*, discussed in letters the previous autumn and promised to Harper as both a serial and a book, until the publication of the long novel: “[We] hope the book [*Julia Bride*] publication will be agreeable to him after his novel, perhaps next autumn.”

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207 George Harvey to Henry James, 15 August 1907, Archives of Harper & Brothers, 1817-1914.

208 F.W. Slater to James B. Pinker, 10 October 1907, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.
last few months of 1907 through the spring of 1908, however, Pinker was under pressure to pursue an English publisher for the Collected Edition and James was struggling with the composition of the prefaces for the same. Correspondence with Harper regarding *Julia Bride* came to a halt for over six months, until Harper had issued the story as a serial in March and April of 1908 in *Harper’s Magazine*. Pinker approached Harper with James’s request for another deferment, expecting and achieving their acquiescence:

We wish to inform you of our regret at the decision you convey in regard to Mr. Henry James’s story “Julia Bride.” We confidently expected that we should publish this story in book form . . . With that object in view we have already gone forward in the manufacture of the book and have it now in type. Of course if Mr. James wishes to defer publication we must consent to it, although regretfully, but we must ask, in view of the correspondence and in view of our having already set up the matter in book form, if Mr. James will kindly set a date upon which we can definitely rely for the publication of the story in book form.209

The Collected Edition took James’s attention for the next year, during which he saw the financial failure of his efforts while still working to complete them, and Pinker finally returned to the *Julia Bride* discussion with Harper in March of 1909, detailing terms for a volume of short stories that would include the novel. He notes that work on this material

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has “diverted him from the novel, and delayed that. He tells me, however, that he is now
devoting himself entirely to the novel, and I shall hope to send it to you later in the year.
This will be the American story [which was never completed] which he has promised
you.”

Harper’s Magazine editor Frederick Duneka replied with delicacy toward the
author’s request: “Will you permit us to repeat again, and we should be glad to have this
carried to the attention of Mr. Henry James, that the publication of only one story,
‘Julia Bride,’ in a small book, will be received with greater favor by the public, and
would sell more than a volume containing this as one of several other stories?”

Harper had expressed interest publishing the story as a volume in and of itself back in November
of 1906, and James’s repeated attempts to change the arrangement (after the long novel
that had not and would not ever be completed, and now, as part of a collection of stories)
long after Harper’s desired publication date must have been frustrating to the editor, but
his diplomacy eventually paid off:

We are glad that Mr. James approves of the idea that we should publish
“Julia Bride.” We think that it would sell better as a single volume than if
published with other short stories. We shall accordingly be pleased to
publish the story and to pay Mr. James a royalty of fifteen per cent, on the

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211 Frederick Duneka to James B. Pinker, 25 March 1909. Letters Sent to James B. Pinker Concerning
Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.
trade-list (retail) price of all copies sold, with advance on account of royalty of two hundred pounds on day of publication. \(^{212}\)

Harper’s original proposal in November of 1906 noted that “we cannot undertake to make any advance on royalty on this book”\(^{213}\); nearly three years later, the publisher was slowly renegotiating on terms that were more favorable to the always financially insecure (at least in the author’s estimation) James. *Julia Bride* was issued (4000 copies) by Harper on September 25, 1909, in both countries, as Harper had originally requested in 1906, but the long novel, which should have been delivered by the end of the year by Pinker’s estimation back in March, had yet to appear by the beginning of December.

You were good enough to write to us not very long ago telling of the substantial progress on the great new novel upon which you have been working. The intimation was that it would be finished toward the turn of the year, and that we might have the privilege of seeing it. I am venturing to hope that the MS. is so far completed that this privilege may be ours, and in this hope Colonel Harvey and all of us here at Franklin Square join. \(^{214}\)

\(^{212}\) Harper & Brothers to James B. Pinker, 21 May 1909, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

\(^{213}\) Frederick Duneka to James B. Pinker, 1 November 1906, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

\(^{214}\) Frederick Duneka to James B. Pinker, 8 December 1909, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
James’s Christmas Eve reply made it clear that no long novel would be forthcoming due to ill health but a shorter novel had been started that might be suitable for Harper, and if so, “I will then ask my friend Mr. J.B. Penker [sic] to settle the matter of terms with you.”

Duneka remained cordial toward the author and his inconstant plans: “The book, as a book, it should seem, would take care of itself, for one is always prepared for a good thing of that kind.” No ‘good thing’ came to Harper from James, however, and Julia Bride would be the last of his works issued by Harper. A year and a half later, in June of 1911, Harper turned down The Outcry, his fictional adaptation of one of James’s own plays; Scribner’s accepted it for publication after Harper refused it.

Like Harper, Chapman & Hall did not publish another James title, and wrote Pinker in 1913 and 1914 regarding unsold copies of The American Scene: “I am sorry to find that we still have 684 copies of Mr. Henry James’s ‘AMERICAN SCENE’ unsold. . . I think the time has arrived when we must clear the stock.” In seven years, only 316 of the 1500 copies printed had sold. While the publisher remained respectful and polite, their financial loss must have prevented them from offering to publish more of the author’s material.

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216 Frederick Duneka to Henry James, 7 January 1910, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

Pinker was certainly aware of James’s lack of popularity and ensured his client’s financial gain by insisting on advances that were not, ultimately, met by sales, including one for *Julia Bride*, which was, at first, to be published without an advance, according to Harper’s initial offer. He was also able to convey James’s distress at Harper’s mistakes in the publication of *The American Scene* sufficiently to elicit an apology from the company president while maintaining the publisher’s interest in continuing to issue James’s work. James’s frustration with Harper did not undermine his trust in his agent as he continued to keep his ‘oar’ out of the waters in order to allow Pinker to manage the ongoing details of business transactions complicated by James’s emotional reactions and the irritation of publishers left to wait on the author’s unpredictable production habits and capricious disposition towards standing agreements. The following chapter will address more difficulties regarding *The American Scene*, on the serial end of the production, as well as Pinker’s efforts to keep James’s work in a variety of periodicals, which proved difficult because of the change in readership and the reading preferences of that readership.
Chapter Four

Periodicals

Pinker was well-used to the workings of periodicals, having worked as a reader, agent, correspondent, and editor for at least three before embarking on his career as a literary agent. This chapter focuses on his attempts to continue to keep James in front of the periodical audience during a time when that audience preferred entertainment and action rather than introspection. While he was not daunted by continued refusals on James’s behalf, he appears to have been less successful on this front than that of book publication, *The American Scene*, with its own attendant problems, notwithstanding.

James became acquainted with Pinker through the agent’s work as assistant editor of *Black and White* in the early 1890s; the author contributed three stories (“Brooksmith,” “The Real Thing,” and “The Visit”) to that publication in 1891 and 1892. His first approach to the agent was in regard to the placement of three stories, sent to Pinker by James in the spring of 1898. James had been having difficulty with the market for his work since the time of his *Black and White* publications, primarily because editors found their readers more interested in shorter works of action rather than James’s usual long psychological studies. He was simply not entertaining and did not sell, regardless of his reputation as a writer of quality. After over thirty years of generally easy placement of his material in periodicals (personal connections with editors such as Howells certainly helped) he was desperate. Pinker responded to James’s direction to keep the three stories
if the agent saw “any chance for them” by finding a place - and payment - for all three; “The Given Case” appeared in Collier’s Weekly in December 1898 and January 1899 and “Europe” and “The Great Good Place” appeared in Scribner’s Magazine in June 1899 and January 1900 respectively. The magazine was known for publishing a variety of authors including Jules Verne, Rudyard Kipling, Mark Twain, Jack London (another of Pinker’s clients), Constance Fenimore Woolson, and Mrs. Humphrey Ward, as well as James.

James had enjoyed a long relationship with Scribner’s Monthly that included the serial publication of his early novel Confidence (1879) and short stories, beginning with “Adina” in 1874. Pinker expected Scribner’s Monthly to continue to publish James’s work and to pay well for the privilege. The possibility that he might not receive the requested amount for the author’s work did not prevent him from asking for what he believed the material was worth:

I thank you for forwarding Mr. James’ article on “Rye and Winchelsea,” which I had hoped we might soon see and which we are very glad to have for the Magazine. I notice what you say about rates of payment [Pinker had noted that the North American Review was paying James £75 per article], but while we cordially wish not to be behind others in paying Mr. James the best prices possible, it is true, as you surmise, that we could hardly feel justified in paying for this sketch, especially in view of its

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218 Horne, Henry James: A Life 310.
comparative brevity, more than, or even as much as, we feel that we can afford to pay to secure one of his stories. In the case of the latter, indeed, we shall note in future what you say as to his receiving higher rates, but in the instance of “Rye and Winchelsea” we think that we can hardly feel warranted in giving more for it than £40, which we shall remit by next mail.  

Burlingame did not just refuse to pay the higher amount; he qualified his decision as if it was necessary to explain the lower rate in order to prevent any offense to the agent or author. Pinker successfully sold two more short stories to him for *Scribner's Magazine*, “The Tone of Time” (November 1900) and “Flickerbridge” (February 1902); the second would be the last of James’s short stories to appear in that publication. Two weeks before “Flickerbridge” was submitted to the editor (“I am sending you by this mail a short story by Mr. Henry James entitled “Flickerbridge”, and I hope you will like it well enough to use in Scribner’s Magazine. It would be a convenience to my client if you found it possible to let me have an early decision regarding it.”), James sent the last chapters of the novel *The Sacred Fount* to Pinker but made it clear that the material

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219 Edward Burlingame to James B. Pinker, 28 September 1899, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

“won’t do for serialization.” While the author was not explicit as to his reasons, the length and the subject matter would have made it difficult to sell as a serial, and at least he was able to recognize this and save the agent the trouble of attempting to sell it as such. It sold to Scribner’s as a book; the volume was published in February of 1901.

While Scribner’s published two more of James’s novels - *The Wings of the Dove* (1902) and *The Golden Bowl* (1904) - and a short story collection, *The Better Sort* - between 1902 and 1904, they did not serialize either novel. The only James material published by Scribner’s from 1905 to 1910 was the ill-fated New York Edition, which claimed so much of the author’s time and effort and was a financial failure for all parties involved. When James finished the novel *The Outcry* the publisher accepted it as a book but would not consider it as serial production. Pinker wrote: “Mr. Henry James has finished a novel, and I am sending the MS. to you shortly. Mr. James would be very pleased if it were possible for you to run it serially in *Scribner’s Magazine.*” The reply, dated May 4, expressed interest in a volume but ignored the serial request. Pinker did not give up on the possibility and asked Scribner’s to postpone publication of the

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222 James cut *The Golden Bowl* to an extreme in order to satisfy Richard W. Gilder of the *Century*, who had agreed with Pinker to consider it as a serial in his magazine. After James’s unhappy efforts, the editor cabled “Declined.”

223 James B. Pinker to Charles Scribner, 20 April 1911, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
book until the he could obtain assistance from American agent Paul Reynolds\textsuperscript{224} in placing the material for serialization, and they agreed to cooperate:

We are in receipt of your letter of August 15, in regard to the possible serial use of Mr. Henry James’ novel, and have, as you requested, sent to Mr. Paul Reynolds a complete set of proofs. We appreciate your wish to secure the additional receipts which would be derived from a serial sale of the novel and are pleased to do what we can to forward this, meanwhile holding back book publication. We requested Mr. Reynolds, however, to secure as early a decision as possible, so that in case it should not prove possible to effect a serial sale the book publication would not be unnecessarily delayed.\textsuperscript{225}

Unfortunately, Reynolds had no more luck than Pinker; Scribner’s conveyed the bad news to the agent while insisting on establishing a publication date as soon as possible:

We have just heard from Mr. Paul R. Reynolds that he is unable to place the serial rights of Mr. Henry James’ novel, “The Outcry.” We are quite ready to publish the book now and can do so on any date in October which

\textsuperscript{224} Because Pinker did not have an office in North America, he used New York agents Paul Reynolds and Elisabeth Marbury on occasion to help place his clients’ material.

\textsuperscript{225} Charles Scribner’s Sons to James B. Pinker, 30 August 1911, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
you cable us is satisfactory. Will you please let us know, therefore, by
cable what day the book will be published in England?\textsuperscript{226}

The book was published in October of 1911 but Pinker still held to the idea that a serial
was possible. He contacted the American agency of Curtis Brown & Massie in
November to request their assistance and received a response that was, while not
necessarily hopeful, not dismissive: “Thank you for your letter of November 3\textsuperscript{rd}. We
will see what proposal our clients can make with regard to Mr. Henry James’s book, ‘The
Outcry’, and will write you again as soon as we have their reply.”\textsuperscript{227} Their efforts failed
as well as Pinker’s and Reynolds’s had, and \textit{The Outcry} was never serialized.

Scribner’s published the three autobiographical books, \textit{A Small Boy and Others},
\textit{Notes of a Son and Brother}, and \textit{The Middle Years} (the last posthumously); Pinker had
made an agreement with them to produce articles from the first two books in \textit{Scribner’s
Magazine} but James’s well-established and indulged habit of changing his work during
the writing process, regardless of how it was initially presented to and accepted by
publishers, ruined the agent’s efforts:

\begin{quote}
With regard however to two articles for the Magazine from this first book of Recollections, we are obliged reluctantly to decide against them on the
\end{quote}


ground of their radical difference for our purposes from the two articles from the Letters which were part of the first idea. Not only the beauty and value as literature of “A Small Boy,” which reading has made me feel deeply, but also much of its real explanation and raison d’être to the general reader, lie in its very discursiveness, and in qualities to which the scale on which the book was originally written is almost an essential. Two articles from it, either made of passages taken en bloc (which we do not of course understand as intended), or dealing with the same material in one of several possible other ways, could not as it seems to us have the same kind of value or be as justly understood.228

The book was published in March of 1913. Later that year, Charles Scribner wrote to Pinker with concern over the second book and the articles he expected to receive from that material:

Why is it that you give us no information concerning the two articles to be made from the selected Letters of Mr. William James? Your silence and the presumption that the book is to appear shortly lead me to think that the articles have been abandoned. I fear that Mr. James’s Introduction to the Letters has grown into a second volume and that the Letters themselves which were expected to make the bulk of the volume) will not appear in it

at all. Please let me know about it. Of course this is for your eye and I do not wish to discourage Mr. James, but as you must realize, this enterprise is likely to prove disappointing if my fears are well founded. We started with the idea of a volume of William James’s Letters and we shall have two volumes on Mr. Henry James’s early life.\footnote{Charles Scribner to James B. Pinker, 27 October 1913, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.}

James had strayed yet again, and while Scribner made it clear that he did not want to distress the author personally, he was upset that the material had become something far different from what he expected and as such, unsuitable, in his opinion, for the magazine. Pinker could negotiate terms and handle the technicalities of business arrangements but obviously, had no control over James’s actual writing, which was undermining the agent’s ability to maintain avenues of publication for the work.

From the beginning of his working relationship with James, Pinker was undaunted by refusals and looked to publications that were not necessarily the most promising in order to place James’s writing. In July of 1898 he approached Harrison S. Morris, editor of \textit{Lippincott’s Monthly Magazine} (which featured Conan Doyle, Wilde, and Kipling), regarding James’s short story, “Maud Evelyn.” The magazine had published essays by
the author from 1877 to 1879 but had not expressed an interest in him since (or in his fiction ever). It must not have surprised Pinker to receive this reply:

My Dear Sir: - Your kind letter, and later the story by Mr. Henry James called “Maud Evelyn,” are at hand. I thank you and Mr. James for the privilege of considering this interesting Mss. and I beg you will let me know by return mail, the lowest price. I am still in some doubt about its adaptability to our needs on account of the great length; but, upon receipt of the information I am asking for, I shall promptly decide.230

Whether the price or the length (or both) was the prohibitive factor, the magazine did not publish the story. Pinker moved on and “distributed the stories among the quality monthlies, and Bliss Perry [editor of The Atlantic Monthly], anxious to include James in the magazine’s prospectus for 1900, took the one titled ‘Maude Evelyn.’”231 The Atlantic, founded in 1824, had a reputation for printing the highest quality stories along with literary and social criticism, and had featured Harte, Hawthorne, Lowell, and Stowe along with James. Perry published “Maud Evelyn” in April of 1900 but his interest in James’s fiction waned; he declined another short story, “The Faces,” which appeared instead in Harper’s Bazar in December of 1900. “Maud Evelyn” would be the last of

230 Harrison S. Morris to James B. Pinker, 5 July 1898, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

James’s fiction to appear in The Atlantic; three of his biographical essays were published in the magazine over the next fifteen years. Perry’s refusal to be forthcoming about his indifference to the author’s fiction caused problems for Pinker soon after the editor turned down “The Faces.” Still encouraged by Perry’s acceptance of “Maud Evelyn,” Pinker sent the editor the synopsis of a novel James planned to write (this would become The Wings of the Dove but was untitled at the time), and Perry allowed that he would respond with an offer, although he was actually looking for material that would appeal to a wider, non-literary audience. After two months of waiting, an impatient James harassed Pinker in February 1900: “Will you kindly let me know if the Atlantic does not want my novel. I don’t think that, in all the circumstances of our past relations, the editor (especially after refusing ‘The Faces’) should keep me a longer time in suspense – or be allowed to.”

In October of 1899, James specifically told Pinker that he wanted serial and book rights for his novel but Perry returned the synopsis in May of 1900 and The Wings of the Dove was never published as a serial. This refusal was a blow to James, who had seen his fiction serialized in The Atlantic since 1875 (Roderick Hudson). His first signed piece of work, “The Story of a Year,” was published in that magazine in 1865. His longstanding relationship with the publication was failing in part because of the new editor (who had a personal distaste for James’s work) and the changing interest of the audience (who wanted entertaining fiction as opposed to introspective, psychological work). As James complained to Howells on August 9, 1900, “The Atlantic

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232 Vincec 68.
declined [Wings] - saying it really only wanted ‘Miss Johnson’!”

“Miss Johnson” was Mary Johnston, whose historical romance *To Have and to Hold* ran as a serial in the *Atlantic* in 1899, was published by that periodical’s publisher, Houghton Mifflin, in book form in 1900 and became the best-selling novel in the United States that year.

James, anxious for the return of the *Wings* synopsis only months earlier, wrote with excitement to Pinker in May of 1900 about a new work for which he would stop work on the unnamed *Wings* for a time because “Harper and Brothers have within the last fortnight asked me for a serial (not *that* one - a different and special thing:) and I have said a general Yes.”

Early in the next year, Pinker stepped in to formalize the details of the agreement; unbeknownst to him, the New York office of Harper and Brothers wanted the book but did not want to publish the serial in *Harper’s Magazine* (which had a wide audience and a “cultural level slightly lower” than its competitors) and instructed their London office to find a way to back out of the arrangement as James and Pinker understood it:

> Referring to the paragraph in your letter of the 5th. inst., in relation to Mr. Henry James’s story and to Mr. Pinker’s request for a formal agreement covering the same, we beg leave to say that we are not clear as to whether

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234 Vincec 66.

Mr. Fitts definitely committed us to the serial publication, although in your letter of October 20th. you advised us that he had made an agreement with Mr. Pinker on the subject. If he did make a definite agreement for such serial publication, we supposed that we are committed to it, as he was our representative at the time. But we think that Mr. Mollvaine, who was in the country when the letter of Oct. 20th. was received, was not clear upon this point; and under the circumstances, we have not looked upon the arrangement as final. If we can possibly do so, we would like to be relieved of the serial use, as in view of our existing arrangements we cannot find a place for the story in *Harper’s Magazine*. We shall therefore be obliged if you will kindly see what can be done to relieve us of the serial use. Possibly you may be able to make some other arrangement for the serial rights which would be satisfactory to Mr. James and Mr. Pinker. We shall be pleased to retain the American book rights of the story on the terms mentioned.²³⁶

Kaplan claims that Pinker made the arrangements for the serialization of this novel (which would be called *The Ambassadors*), while Sedgwick notes that “through Howells, *The Ambassadors* was finally serialized by the flamboyant Col. George Harvey in the

Both the agent and the author’s longtime friend had a hand in pushing the Harpers into fulfilling James’s expectations. The agreement, which included a £2000 payment for the serial, was signed on May 22, 1901, and Pinker had the manuscript from the author in early July 1901. By June of the next year, however, Harpers had done nothing with it since receiving it in September of 1901 and both James and Pinker were concerned; the two considered taking back the manuscript.

On January 3, 1903, James wrote Pinker: “I hear from the Harper’s, all of a sudden, that they are serializing ‘the Ambassadors’ after all, in the North American Review.” From January to December 1903, it appeared in twelve monthly installments and was the first fiction ever published in the *North American Review*. The *North American Review*, which had been in print since 1815, was known for its essays on art, history, social conditions (including slavery), and biography when Harvey purchased it in 1899. Harvey was operating at a loss and kept the magazine going for prestige, so while he was taking a chance on James he was used to losing money during those first few years. James made another attempt to have his work serialized in the *North American Review*.

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237 Sedgwick 380. Harvey not only owned the *North American Review* but *Harper’s Weekly* as well. He served not only as editor but as president of Harper and Company from the turn of the century until 1915.

238 Colonel Harvey was also the reluctant but respectful publisher of Conrad, another of Pinker’s more ‘difficult’ clients: “I regard Mr. Conrad as a true genius and am proud to see the Harpers imprint upon anything he writes. But, alas, I cannot compel the public to buy and, as you will readily perceive, we have not profited from these publications.” Harvey to British author and critic (and frequent contributor to *Harper’s Magazine*) Sydney Brooks in 1910, quoted by S.W. Reid, “American Markets, Serials, and Conrad’s Career.” The *Conradian* 28 (2003): 64-65.

Review in January of 1904, when he asked Howells to approach Harvey on his behalf:

“Will you kindly say to Harvey for me that I shall have much pleasure in talking with him here of the question of something serialisable in the North American, and will broach the matter of an ‘American’ novel in no other way until I see him.”

This came to nothing, but by that time Pinker had already negotiated with the editor regarding a series of articles and a book of travel impressions based on James’s upcoming trip to American for either the North American Review or Harper’s Monthly, to be published as a volume as well. The agreement was formalized in April of 1904:

You are to publish serially not less than eight (8) instalments, and to pay for this serial use Eighty Pounds (£80) per instalment. If more articles are in your judgment available or desirable, they are to be paid for at the same rate. If the articles are used in the Review or in one of your other publications not circulating in this country, the author is to retain the English serial rights. . . . If you deem the novel suitable for serialization in Harper’s Magazine you are to pay Fifteen Hundred Pounds (£1500) for the serial rights; if it is not available for the magazine you will publish it in the North American Review and pay Five Hundred Pounds (£500) for such serial use, leaving the author the English serial rights.

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240 Anesko, Letters 397.

241 James B. Pinker to George Harvey, 13 April 1904, Archives of Harper & Brothers, 1817-1914.
James left for America four months after the agreement was signed; in October he wrote to Pinker expressing confusion over the details, which, granted, were complicated:

I am rather puzzled meanwhile by your inquiry as to the where, of publication, of my articles – that is whether they go in the magazine or the NA. Review. Am I mistaken in having thought it was definite that they (eight of them at least,) were to appear in the Review . . . you imply indeed that there will be more pay if, through their being in the Review, you shall be able to make use of them in England.242

The author was mistaken; publication in the North American Review would bring less money than in Harper’s Magazine because the latter circulated in England. He did in fact sign the contract only months earlier, so he either did not read the contract, trusting Pinker’s statement of the contents, or he had forgotten and counted on Pinker to keep the terms straight for him.

While Pinker was handling the details of The American Scene serialization, Howells was assisting James by negotiating a series of lectures for the author during his travels, by which he could finance the trip. James was pleased at how well received he was in this medium. He wrote Pinker in March of 1905: “I have done very well, for my material, my ‘literary’ situation & reputation, by my presence here these few months.”243 His bank account did very well, too; he earned $4050 in lecture fees during his trip.


Elizabeth Jordan, editor of *Harper’s Bazar* (which published “The Faces” in December of 1900 after Perry at the *Atlantic* turned it down), was interested in a series of articles based on James’s impressions of American women and wrote James and Pinker the summer of the following year confirming her respect of his work to the author:

I hope I have succeeded in conveying to you the sense of my full appreciation of my privileges in being able to publish these papers of yours. They will make a very strong impression and they should, and I believe they will, do our women much good. In the mail bringing your article, I receive also a letter from your agent, Mr. Pinker, mentioning your terms - fifty pounds - for each article. I have written him that these are entirely satisfactory to us, and that we, of course, reserve the book rights of these and the succeeding papers you will so kindly write for the Bazar. . . I assume I am to send payment directly to Mr. Pinker; if I am not right in this, please let me know.244

And her acceptance of the proposed terms to the agent:

You are right in assuming that I am very anxious to receive Mr. Henry James’s articles on the speech of American women, as well as the other articles he has suggested dealing with the manners of American women and similar subjects. It has been arranged between Mr. James and myself

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244 Elizabeth Jordan to Henry James, 26 July 1906, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
that there are to be three articles on the question of speech and several articles on the other topics. The exact number has not yet been decided upon. The terms mentioned by Mr. James, fifty pounds each, for the American use of these articles, are satisfactory to us. . . . I assume that I am to send payment to you.\footnote{Elizabeth Jordan to James B. Pinker, 27 July 1906, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.}

The very agreeable and appreciative Jordan wrote Pinker two weeks later to report publication dates:

We have scheduled the first of Mr. Henry James’s papers, “The Speech of American Women”, for publication in the November Bazar, to appear October 16\textsuperscript{th} or 17\textsuperscript{th}. The second will appear in the December Bazar, published about the 17\textsuperscript{th} of November. The third in the January number, published about the 17\textsuperscript{th} of December. The fourth in the February number, published about the 17\textsuperscript{th} of January. I have made out an order for two hundred pounds for the four papers, and the check will doubtless be sent you through the London office in due time.\footnote{Elizabeth Jordan to James B. Pinker, 10 August 1906, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.}

James and Pinker’s experience with Jordan and Harper’s Bazar was a far cry from the one they suffered with Harper’s Magazine and the North American Review, which was as
frustrating as the book publication, which was detailed in Chapter 3.\textsuperscript{247} James wrote George Harvey in January 1905 to make his preferences as to placement of the material known while explaining that the delay in writing the actual work was due to the abundance of material he had and was continuing to gather: “I shall greatly rejoice if you judge the North American Review to be the best place for my papers. As to this you will freely judge – but in that case (of the N.A.R.) I shall be able to have them placed, somehow, independently, in England.”\textsuperscript{248} The \textit{North American Review} published “New England: An Autumn Impression” as the first of the contracted installments in April and June of 1905, sending full payment of £160 on March 25. In December that year “New York and the Hudson” appeared. In January and February of 1906, the \textit{North American Review} published “New York Social Notes” (also published in Chapman and Hall’s \textit{Fortnightly Review} in February 1906), followed in March (in the \textit{Fortnightly Review} as well) by “Boston.” In March Pinker made inquiries to the magazine as to the payment for the New York articles and received the following reply:

\begin{quote}
In reply to your letter of the 28\textsuperscript{th} ult., I think you are mistaken with regard to payment for Mr. Henry James’s “Social Notes.” There was only one article with that title, but it was divided by Mr. Munro, for the sake of
\end{quote}

\textsuperscript{247} \textit{Harper’s Bazar} was, of course, quite a different publication from the other two. “The most successful purveyor of styles,” according to \textit{A History of American Magazines}, the \textit{Bazar} was also much more than a fashion magazine, extending its concern to manners and culture, as shown by Jordan’s interest in James’s observations and commentary on female manners and speech.

\textsuperscript{248} Horne, \textit{Henry James: A Life} 408.
convenience, and appeared in January and February. Payment for the whole article was made by us on November 28\textsuperscript{th}. Payment for Mr. James’s previous article – “New York and the Hudson” was made by us on November 6\textsuperscript{th}. I believe you will find these statements correct.”\textsuperscript{249}

Three more installments, “Philadelphia” (April 1906, also in the \textit{Fortnightly Review}), “Washington” (May and June 1906), and “Baltimore” (August 1906) followed in the \textit{North American Review} later in the year. The \textit{Fortnightly Review} (known for publishing Trollope, Meredith, and Swinburne), which had paid $873 in 1905 for the privilege of publishing four installments (Chapman and Hall was handling the book issue of \textit{The American Scene}, detailed in Chapter Three), was concerned with keeping simultaneous publication with the \textit{North American Review}, while they had, in fact, only been delayed one month with “New York Social Notes”: “It is impossible for me to get thirty odd pages into a number which is bound to be largely occupied with current politics. The only thing which has really made me behind-hand is, of course, not being able to get Mr. Henry James’s article into the January number.”\textsuperscript{250}


Meanwhile, Pinker encountered more difficulties later that summer when the publication timeline for the *North American Review* appeared to be interfering with plans for the book issue:

> I find that there have been some delays in the publication of the papers in the *North American Review*, so that if Florida is to be included in the book that would postpone its publication until next year. This Mr. James is most anxious to avoid, and I enclose for your information copy of a letter which I have today written to Mr. Munro, and you will perhaps fix the earliest date possible for the book this autumn. . . . Of course the papers which you have for publication in *Harper’s Magazine* are also to be included in the book, but Mr. James is under the impression that they will all have appeared in time for this.²⁵¹

In the midst of handling the articles on American impressions, Pinker still peddled short stories and novels by the author, two, in fact, to Frederick Duneka at *Harper’s Magazine*. “The Second House,” was submitted in August of 1906 and was declined. This short story would become “The Jolly Corner,” published in the *English Review* two years later. The second, “Julia Bride,” was accepted on condition that Harper would have

the book as well as serial rights, for which the editor offered $600, “which is more than we have ever paid for a short story by this distinguished author.”

James’s frustration over the treatment of his travel articles was growing, fed partially by his own confusion over the terms. The agreement specifically stated that Harper and Brothers would publish “no less than eight installments” (in both magazines combined) but made no promise to publish more; James, however, was upset that two installments he had sent, “Richmond” and “Charleston,” were set aside and never published in either. Pinker wrote the *North American Review* to inquire about their failure to publish them and received this reply:

> Referring to several notes which we have received from you in regard to articles by Mr. Henry James which you sent us, we have to say that we have paid for all the articles which we published, and that we published rather more than the agreement called for. When we found ourselves – by reason of the demands upon our space of other subjects – unable to accommodate the articles on Charleston and Richmond, we turned them over to Messrs Harper & Brothers, and, so far as we know, we received no article on Florida.

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252 Frederick Duneka to James B. Pinker, 1 November 1906, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.

James was incensed by this response and complained to his agent about it:

The fees for the two N.A.R. articles, the letter of which you sent me a copy deeply excited the wrath even of one of the most patient (as I claim for myself) of men. Their insistence that those two articles have been “paid for” is stupefying, is monstrous, as well as the pretention that they published “rather more than the agreement called for”. They never published at all in Harper’s two out of the six papers for which Duneka agreed, and though I let Munro of the N.A.R. know most punctiliously and long in advance at each step, what matter I was sending him, so that he had ample time to notify me that he wouldn’t have more of me if he didn’t wish it, he took no notice whatever that I can recall (after I had left American) of any one of my letters, send me no proof, answered and acknowledged nothing, and would up with not publishing the Charleston at all and not paying either for it or for the Richmond after we had waited weeks and weeks, while they had these papers, for them to be used so that the volume, kept back for the purpose, might appear in England, The N.A.R. agreed, if I remember, to publish eight of my papers at least -with no word of restricting themselves to that, and in point of fact published nine, Mr. Munro had ever opportunity for publishing the Baltimore . . . As it is, I extremely resent their whole indifferent, cavalier, uncivil treatment of my stuff, as if it were beneath their notice, and this not for the failure of
the money - though that is inconvenient - but because common self respect demands that one shouldn’t in such a case be simply passive and groveling. If Munro had written me “You may send your Richmond and we may print it but even then won’t pay for it, and if you do send your Charleston we won’t do anything with it at all”, I should have been doubtless greatly humiliated and disappointed, but I should at least have been able to put forth my leaves elsewhere and I should have known where I was. But I hold really that my complaint is of the justest.  

The London office of Harper and Brothers had sent a letter from Pinker detailing the problem to their New York office, which confirmed the information but did not know how to handle the situation:

You enclosed to us Mr. Pinker’s letter of April 12th regarding Mr. Henry James’s articles on Charleston & Richmond, sent to the North American Review. These articles, as Mr. Pinker says, were not used in that periodical and were handed over to us. But we regret to say that, in view of the amount of material already on hand awaiting publication in our periodicals or under contract, we were not able to find a place for the articles, and meanwhile the book was published containing the same material, preventing our use of them at a later date. We are a little uncertain what is called for under the circumstances and we shall be

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obliged if you will kindly talk over the matter with Mr. Pinker and let us
know what action would be proper for us in view of the facts.\footnote{255}

Pinker wrote to F.W. Slater at the Harper and Brothers London office in May as well:

> It is true the agreement bound them to publish a minimum of only eight,
> but Colonel Harvey will bear out my statement that he shared our hope
> and expectation that more articles would be published. This, however, is
> not the sole ground of Mr. James’ complaint, as you will see from his
> letter. What he feels is that he should have been told if the further articles
> were unwelcome. I think the articles should be paid for, in the
> circumstances, and I should like to be able to explain to Mr. James how
> the mistake arose, although I have already told him I feel sure no slight
> was intended.\footnote{256}

George Harvey wrote James directly to apologize profusely for the perceived ‘slight’:

> I am convinced, and I trust you will accept my assurance, that neither Mr.
> Munro [editor at the \textit{North American Review}] nor anyone else connected
> with this House ever intended to say or do, or fail to do, anything that
> might seem to you discourteous, I nevertheless quite agree with you that
> there were material causes for a grievance on your part. I sincerely hope,

\footnote{255}{Harper & Brothers (New York) to Harper & Brothers (London), 10 May 1907, Letters Sent to James B. Pinker Concerning Henry James, Houghton Library, Harvard University, Cambridge, Massachusetts.}

\footnote{256}{James B. Pinker to F.W. Slater, 24 May 1907, Archives of Harper & Brothers, 1817-1914.}
however, you may see your way please to drop over these offenses the mantle of charity, of which I observe you modestly claim a fair share, and proceed with the original arrangement respecting the publication of the long novel. 257

A ‘long novel’ had been discussed between James and Harper and Brothers, and James was now inclined to stop any consideration of it, as the publisher’s actions had shown them incapable of regarding his work (and him) with the respect he demanded. In July Pinker had informed Harper and Brothers that the author wanted to discontinue arrangements for the long novel, as “in suggesting this, Mr. James feels that he in anticipating your wishes, as he is certainly consulting his own.” 258 Harvey clearly wanted the novel in question, hence the elaborate apology and ultimately, payment of $350 for the unprinted “Charleston” that same year, most likely as a result of Pinker’s continued complaints and Harvey’s desire to appease the author, who was still upset as the year came to a close, writing to Edith Wharton in November that “I am in no intimate relation at present with either the Atlantic or the North American Review which latter has behaved very rudely and in fact offensively to me over the whole progress of my American papers.” 259

257 George Harvey to Henry James, 15 August 1907, Archives of Harper & Brothers, 1817-1914.


Time and apology must have been sufficient to soothe James’s bruised ego, as in
the spring of 1908 he was thinking again of the long novel and asking Harpers if they
could delay the printing of the *Julia Bride* volume until the novel was published. The
publishers were anxious to publish *Julia Bride* immediately after the serial issue, which
was in March and April of 1908 (and paid for in 1906) and were not pleased, as they
“would not have felt warranted in arranging for serial publication upon such exceptional
terms”\(^{260}\) if they were not assured of book issue, and waiting for a book that had yet to be
written made them worry about the possibility that *Julia Bride* might not see book issue.
Pinker used the Harpers’ disquiet and desire to keep James happy to attempt to make
further arrangements for two new short stories, “Crapy Cornelia” and “A Round of
Visits” the next spring:

> I have consulted Mr. Henry James, and he authorises me to say that if you
> will serialise two of the short stories, namely that tale Mr. Alden already
> has, “Crapy Cornelia”, and one which you will receive from Mr. Reynolds
> entitled “A Round of Visits”, he will make other arrangements for the
> serial use of the rest of the book, and we could then publish in the autumn
> a volume consisting of “Julia Bride”, “The Jolly Corner”, “Fordham

\(^{260}\) Harper and Brothers to James B. Pinker, 15 May 1908, Henry James Collection, Yale Collection of
American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
Castle”, “The Velvet Glove”, “A Round of Visits”, “The Bench of Desolation”, “Crapy Cornelia” and another story yet to be named.261 Duneka insisted on publishing Julia Bride alone as one volume without including the other short stories, as “it will be received with greater favor by the public, and would sell more than a volume containing this as one of several other stories.”262 “Crapy Cornelia” was published in Harper’s Magazine in October of 1909, two months after Julia Bride was published, but the other stories were gathered in a volume and published as The Finer Grain in 1910, not by Harpers but Scribner’s.

Before Pinker offered the short stories he suggested Harpers include in the Julia Bride volume (“Fordham Castle” was the only one previously published in America, in Harper’s Magazine in December 1904) he approached Putnam’s Magazine with “The Velvet Glove” and “The Bench of Desolation.” The latter was the only James story to appear in that magazine (which, having published Longfellow, Melville, Lowell, Thoreau, and Cooper, had a long-standing reputation as a highly literary production and at the time they published James, was focused primarily on literary essays, poetry, and social news related to artists and writers), running from October 1909 through January of 1910. Putnam’s expressed concern with the length of the stories in two letters early in

1909, the first, presumably regarding “Bench”: “It would be a mechanical disadvantage for the story to be longer but if it should amount to 5000 or 6000 words we should of course wish to increase the compensation [from £20 for a 4000 word story]. If it were longer still, we should have to publish in two installments. I suppose that you would take charge of English publication to protect the copyright?”

The story was published in four installments, which presumably would have increased the payment. In January of 1910 James worried that he had yet to be compensated for the story, which had finished running in the magazine that same month. Ultimately, *Putnam’s Magazine* paid $218, or about £44.

The second letter most likely concerns “The Velvet Glove”:

In regard to the story by Mr. James which we declined by cable, the Editor has written that he would have been exceedingly glad to use it if the length had not been prohibitive. He is quite ready to leave a standing offer of £5-5-0 per thousand words for a story by Mr. James of four, five, or even six thousand words in length. I hardly think, however, from what you have told me, that so short a narrative will ever be available.

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263 Putnam’s Magazine to James B. Pinker, 4 January 1909, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.

Paul Reynolds, the American agent who had and would continue to assist Pinker on occasion, contacted Pinker around the same time to offer his services in placing “The Velvet Glove” in America: “I note that you have sent a story by Henry James entitled THE VELVET GLOVE to Putnam, and if they decline it, I shall be glad to see what I can do with it. I shall be glad to see other of Henry James’ short stories, and I think I can place them.”265 Whether Pinker accepted his offer or not, the story did not appear in America but only in England in the English Review, which James’s friend Ford Madox Hueffer had founded and was editing, in March 1909.

James’s personal connections had helped him place his material in the past, so he and Pinker (who was also Hueffer’s agent) put his friendship with and the agent’s work on behalf of Hueffer to use in 1908 and 1909, during which the English Review printed “The Jolly Corner” (which was declined by Harper’s Monthly in 1906), “The Velvet Glove,” and “A Round of Visits.” There were no formal contracts between the editor and writer; James was paid the going rate of £50 to £75 according to length, and the author was satisfied until Hueffner’s personal problems resulted in the loss of his control over the magazine in 1910. A Mr. Peters from the magazine wrote Pinker in the summer of 1909 asking for copies of the agreements between James and the English Review:

“Would you kindly send me the letter (or a copy) you received from Mr. Ford Madox Hueffer containing the arrangement with regard to Mr. Henry James’s story. The

management of the English Review has been transferred to fresh hands and we require written statements of all liabilities.”

James was disappointed in the payment he received for “A Round of Visits,” which appeared in April and May 1910; $97 was considerably lower than what he was used to getting from the publication when his friend was in charge. This was the last of the author’s work to appear in the English Review.

Pinker was not afraid to shame publishers, like Harpers, into printing and paying for material, even if terms were under contention (The Ambassadors) or misunderstood by the author (The American Scene essays), who was responsible for the acceptance of those same terms by his signature. As always, the agent managed to put money in the author’s bank account up front, before all terms of a contract (written or verbal) were satisfied (Julia Bride). Paul Reynolds’ failure to sell The Outcry as a serial and the short story “The Velvet Glove” speaks to the difficulty of placing James’s work in general. Pinker’s efforts to obtain publication for his client’s material in magazines, both short stories and serial installments, were not discouraged, along with those regarding James’s books, and were successful enough to keep him intermittently in print and paid sufficiently, if not well, for it. The next chapter will demonstrate how Pinker’s work for the author’s estate was free of such concerns; without advances to worry over, the agent was able to manage the successful publication of autobiographical as well as original

266 Mr. Peters to James B. Pinker, 11 July 1909, Charles Deering McCormick Library of Special Collections, Northwestern University Library, Evanston, Illinois.
(though unfinished) work that adds significantly to the James canon, including the first collection of the author’s personal letters.
Chapter Five

The Estate

When Stephen Crane died in June of 1900, Pinker, who had been loyal to the author as agent and friend, felt no such devotion to his self-styled widow, Cora. She begged for money (as Crane had done in order to support her) from those in Crane’s literary circle, and after H. G. Wells made a donation, went “from him to Conrad and James, but Pinker, who knew her, was able to head them off from giving her full support.” The agent’s concern for the benefactors of James’s labors following his death in February of 1916 was quite different. James’s sister-in-law Alice James, his brother William’s widow, and in turn, her children, were granted James’s property, including royalties, in his will and Mrs. James, satisfied with Pinker’s handling of the author’s affairs as much as she knew of them, kept him on as the literary agent of the estate, a role he continued to fulfill with the utmost regard for James’s work. The focus of this chapter is Pinker’s efforts to maintain James in print and available to the reading public; his previous concern for advances and financial benefit to the author himself was no longer an issue and he was able to focus on the author’s unfinished work and the legacy of James’s material in general.

Around the time James died, Pinker was testifying on behalf of his client D.H. Lawrence concerning The Rainbow, which had been declared obscene in November

1915. Pinker was furious that the publisher involved, Methuen, caved in to pressure from a British magistrate who actually did not have the legal authority to make such a decision, and destroyed 1011 copies of the book rather than supporting the author.\textsuperscript{268} His emotional reaction to the Lawrence situation along with the death of one of his oldest clients most likely influenced his quick action on James’s behalf soon after the author was buried. Edel notes that “the agent Pinker was aware of the way in which reputations can slip once a writer is dead; it was necessary to put the posthumous writings into print – the two unfinished novels, the autobiographical fragment, and finally the representative collection of the correspondence.”\textsuperscript{269} Less than two months after James’s death, Pinker contacted Scribner to discuss three unfinished works left by the author:

\begin{quote}
We find that Mr. Henry James has left two uncompleted novels; one “The Sense of the Past”, of which about 70,000 words is completed, and the other “The Ivory Tower: , of which about 65,000 is completed. In addition there is a portion of Autobiography called “The Middle Years”. I think this latter is only short, about 20,000 words. There will be besides these his Letters. The two unfinished novels and the chapters of the Biography could be published as soon as arrangements have been made for the editing of the Letters. If you have any suggestion that you would
\end{quote}


like me to discuss with the executors at this stage I shall be glad to have it. In the meantime, I am having the MSS. copies, and I shall let you see the copies as soon as they are ready.270

These copies were being made by James’s secretary, Theodora Bosanquet, who had worked for the author from 1907 until his death. She wrote Pinker four days after his letter to Scribner with concerns about the fate of the unfinished work, recognizing that it was Pinker who was at the bottom of protecting James’s memory: “I have reason to believe that it is entirely owing to your suggestion that copies are being made at all, which is a fact no one who cares for the preservation of his writings can be too grateful to you for.”271

Pinker’s next missive to Scribner included copies of the two incomplete manuscripts and the letters along with a detailed description of their composition and his thoughts on how they should be published, with a sales pitch that displayed his intimate knowledge of James’s work habits and his belief that there was, without a doubt, a market for the author’s material based on the novelty of unfinished and revealing work by such a reserved figure:

270 James B. Pinker to Charles Scribner, 27 April 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

271 Theodora Bosanquet to James B. Pinker, 1 May 1916, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.
I am sending you today by registered package the three unfinished MSS.
left by Mr. Henry James. . . . The first and second book and about half the
third [of The Sense of the Past] were written some years ago. Mr. James
took up the idea again in the winter of 1914-15, as he told me then that
through some curious freak he had found himself suddenly able to get on
with this particular story. Through that winter he re-dictated the Parts
already finished, and then spent some days “figuring out” the rest of the
tale. I have a record of this in the shape of more or less rough notes, and I
can if necessary send you a copy of these notes. “The Ivory Tower” MS.
consists of three completed books, and about a third of a fourth book . . . I
have also a preliminary statement of the whole constructive idea, and
another statement dealing with the plan for the novel. . . . I shall be glad to
hear from you concerning these MSS. as soon as you have considered
them. My own idea was that they might be published first serially, and
afterwards in volume form, and the Notes might be published with the
novels, not only with a view to satisfying natural curiosity as to the
development of the stories, but for the reason that they are extremely
fascinating to all who are interested in Mr. James’ methods of work. Mr.
James, as you know, never took the public into his confidence in the
popular sense and revealed his methods, and it is only the few who came
into intimate contact with him during the progress of his work who are aware of them.272

A little over a month later, Burlingame wrote to settle the matter of The Middle Years but was noncommittal regarding the novels:

We have not yet completed our examination of the two unfinished novels by Mr. James or reached a conclusion as to what we can suggest or propose about them; but pending this there is no reason why should delay longer about the autobiographical fragment called “The Middle Years”, which has interested us very much and with regard to which we should be glad to make you a proposition for the Magazine - of course assuming the book use later in some form on the usual terms. We do not think it possible to use with success in the Magazine the whole of the manuscript as it stands, for reasons that we believe you will readily understand; it would make at least three installments of very varying interest; but we believe that two very interesting and successful articles can be made from it, for the serial rights in which we should be willing to pay $250 each. . . These two articles we should propose, if you think favorably of the arrangement to publish some time early in the coming year. We have

272 James B. Pinker to Charles Scribner, 15 June 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
sincerely tried to make the best proposition which we believe the material will admit of for serial use but if for any reason it would not seem to you satisfactory as to time or in any other respect we rely upon your giving us an opportunity to discuss it further. We are of course sincerely interested, as you are, in keeping Mr. James’s work together and in seeing what he has left used to the best advantage.273

Using the work “to the best advantage” for Mrs. James was what Pinker had in mind when composing his response:

I am very much obliged to you for your letter of July 25th., just arrived. Before discussing the matter with the executors I want to ask you to reconsider the question of the fee. I am sure they would not think 250 dollars each article an adequate fee in the circumstances, and in view of the fact that you require the serial use for both countries, I suggest to you that the fee should be not less than One Hundred Pounds (£100:) for each article.274

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274 James B. Pinker to Edward Burlingame, 7 August 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Scribner’s cabled the agent at the end of the month: “Think our offer adequate but will give Three Hundred Dollars each for two articles.”

Pinker replied the next day in agreement: “I have therefore taken the responsibility of accepting your offer of Three Hundred Dollars each for the magazine use of the two articles, assuming the book issue later in some form on terms to be arranged.”

Without consulting Mrs. James, he took the higher sum, although lower than his suggestion, and in turn had the promise not only of the two articles but of publication in book form as well. His authority in such matters, whether given explicitly or implied, was clear. The articles were published in *Scribner’s Magazine* in October and November of 1917, shortly before the book was issued.

Payment of $600 as offered by Scribner’s was received and acknowledged by Pinker on November 17, 1916. In the letter that accompanied the check, Burlingame confirmed the expectation of book publication: “With regard to ‘The Middle Years’, the autobiographical fragment, of which we are publishing part in the Magazine, we shall be very glad to undertake the book issue, as you assumed in one of your first letters about it last summer, even though it is so short; and to bring it out by itself in a small volume if this is thought best.”

275 Charles Scribner’s Sons to James B. Pinker, 30 August 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

276 James B. Pinker to Edward Burlingame, 31 August 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

277 Edward Burlingame to James B. Pinker, 17 November 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Pinker took several weeks to respond, with good reason and a push to settle the matter of the unfinished novels in a manner that he had originally suggested:

I have been long answering your letter of November 17, but I wanted to see Mr. Percy Lubbock [an admirer and friend of James, and a writer in his own right] again before writing. He tells me that it is too early yet to say anything usefully definite as to the Letters. . . . With regard to “The Middle Years” and the two unfinished novels, my idea was that they should be published in volume form, “The Middle Years” by itself and each of the unfinished novels by itself, together with the sort of sketch that Henry James drew up in each case of the development of the novel. I think published in that way they would be valued by everyone who was interested in Henry James’ methods of work. I think that each of the volumes should have quite a short note which Mr. Percy Lubbock might write explaining the origin of the book . . . I presume you would pay the usual 20% royalty in each case, but I find it difficult to suggest what would be appropriate in the way of advance. As soon as I hear from you on these points I will then submit my plan to Mrs. James for her approval.”

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278 James B. Pinker to Edward Burlingame, 21 December 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Burlingame replied two months later, proposing that the two novels appear in one volume:

We will publish, as we have already said, “The Middle Years” in a small book by itself; and we would propose to publish the two novels, “The Sense of the Past” and “The Ivory Tower”, together in one volume, with some editorial accompaniment, if it can be arranged, such as you yourself suggested . . . It could be called by some title showing that it contained Mr. James’s unfinished work; it is entirely as this that it will make its appeal, in our opinion, and that is one chief reason for our proposal to join the novels in one volume. . . We should expect to pay the usual royalty of twenty per cent on this book and on “The Middle Years”; but we do not think, considering the circumstances, that we should be asked for an advance in this case. We should also wish it understood that whatever expense may be incurred by the arrangement with Miss Bosanquet, or perhaps with Mr. Lubbock, should be shared equally by any publisher who may take up the books in England, as we assume that some one will probably do.279

279 Edward Burlingame to James B. Pinker, 21 February 1917, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Pinker went ahead and drew up an agreement for the material, detailing his own expectations for the production as noted in his letter of December 21, disregarding Burlingame’s thoughts about the novels as set down in the editor’s February letter:

I received your letter of February 21st., and delayed answering it until I could settle all the details with Mrs. James and Mr. Lubbock. I enclose the contracts which I have drafted, and I hope you will find these satisfactory. We think that the two novels should be published with the sketch that Mr. James left in each case, showing how he proposed to develop the stories. I think you will agree with me that these are of great interest, as showing his methods of work. Each of these sketches is of substantial length, and I think when you come to get all the copy you will find it better to make two volumes of these, as they would together make, I think, too big a book... I have had a cable from Mrs. William James entirely approving this plan, and I feel sure that you too will approve it. I am now passing on the MSS. to Mr. Lubbock, and asking him to do his notes, so that I may get the complete copy into your hands as soon as possible. I imagine you will get the books out as early as possible in the autumn of this year.²⁸⁰

²⁸⁰ James B. Pinker to Edward Burlingame, 3 April 1917, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Burlingame agreed to these terms, after a fashion:

In general what you write about the publication of Mr. James’s books is entirely in accord with our ideas, of which my letter of February 21 was intended to be a suggestion without insistence upon details. . . . we are still inclined to think that publication of the two in one volume will be the most practicable shape for us; but this can be decided when we actually see the matter. The contracts you enclose are satisfactory to us in all but two particulars, one of which is so important that I am returning to two drafts to ask if a change cannot be made. It seems to us indispensable, to avoid any misunderstanding or any confusion of this with other editorial work undertaken by Mr. Percy Lubbock, that the amount of the fee for his editorial services in this case should be settled and stipulated in the agreement, and we would ask that you have paragraph 2 altered in this sense. On all grounds it is of course important that we should know definitely what expenses are to be chargeable to the book. . . . With regard to the time of publication, we too had the coming autumn in mind when I wrote my letter of Feb. 21st, but since then the circumstances have changed in several material respects. Our entrances into the war makes the conditions here for the next publishing season very uncertain, and besides that the time during which this matter has been under consideration has brought us to a date which, with the probably interval
for the finishing of the editorial work, the reading of the proof, etc., would
make us late in getting the books into the field, shorten the time for
advance canvassing with them, and in several ways be prejudicial. We
shall expect therefore to hold them until next year – with perhaps the
exception of “The Middle Years”\textsuperscript{281}

Pinker revised the draft contracts sent by the editor with this letter according to
Burlingame’s request and sent them, with Mrs. James’s signature, to Burlingame on July
24, 1917. \textit{The Sense of the Past} and \textit{The Ivory Tower} were published in separate
volumes, identical in appearance, on the same date by each publisher; Collins (2000
copies of each title) on September 6, 1917, and Scribner’s (1500 copies each) on October
17, 1917.

Meanwhile, Pinker had been corresponding with William Collins & Sons
regarding an English edition of the works to be published by Scribner’s and made
arrangements that were acceptable to Alice James: “I cabled ‘Collins approved’ in
response to your letter of March 20\textsuperscript{th} which had been long on the way. . . . It seems to be
a very advantageous arrangement. I am thankful to have the books well made, ‘well
produced’ as you say.”\textsuperscript{282} The Scottish publishers specialized in religious and
educational texts but with the promotion of Godfrey Collins started on fiction in 1917:

\textsuperscript{281} Edward Burlingame to James B. Pinker, 9 May 1917, Archives of Charles Scribner’s Sons, Department
of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

\textsuperscript{282} Alice James to James B. Pinker, 15 April 1917, Archives of Charles Scribner’s Sons, Department of
Rare Books and Special Collections, Princeton University Library, Princeton New Jersey.
Godfrey began his young list with an old master - Henry James. It was a shrewd choice. In his lifetime the “Grand Literary Panjandrum” had enjoyed great prestige; and though this was followed, after his death by public indifference, that almost inevitable penalty of successful talent was still to come when the house bought four posthumous works from his executors - *The Ivory Tower, The Sense of the Past, The Middle Years* (autobiographical) and *Within the Rim.*

Collins editor Gerald O’Donovan was considerate of his American counterparts and the need to provide proofs for their use as soon as possible:

> Our catalogue with autumn announcements is going to press on the 15th of this month. I should be very much obliged if you could procure by then photographs of Henry James [other authors listed] . . . The proofs of the Henry James Books are coming in; + I hope, if all goes well, you will have the corrected page proofs for American type the end of the month.

Pinker related O’Donovan’s plan for fall publication to Burlingame, who was not pleased:

> You write that the English publishers have decided to publish Mr. James’s “Middle Years” and the two novels this autumn, but assume that we shall

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284 Gerald O’Donovan to James B. Pinker, 7 June 1917, Charles Deering McCormick Library of Special Collections, Northwestern University Library, Evanston, Illinois.
hold to our own preference for publication in the spring, as you say you will get corrected proofs to us in time to copyright and we can then fix our own spring date. We however look upon this course as impossible, and consider simultaneous publication essential for all reasons; so that the decision of the English publishers virtually forces us to issue the books in the autumn also, and to agree upon a date and arrange for having “copy” at the earliest possible moment to being type-setting. With this letter reaching you only at the beginning of July, and with the time required to send the revised manuscripts to us, you can see that even now the time is very short; if any additional delay occurs over the preparation of the editorial matter, or if any proofs of this have to be sent to you or Mr. Lubbock, the work is likely to be crowded at the last to the great disadvantage of our preparations for publication. You will also recall that the articles from “The Middle Years” are still to be published in the Magazine, where they cannot be reached till the early fall numbers; so that on all accounts a date earlier than late October is practically impossible, and we shall rely upon you to safeguard us with the English publishers (you do not say who they are to be) against being overhurried in the whole matter.  

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285 Edward Burlingame to James B. Pinker, 21 June 1917, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Burlingame seemed to have forgotten that the wait on publication had been his idea, as detailed in his letter of May 9; he also seemed to believe that Pinker should be acting on his behalf, when the agent was not in the business of “safeguarding” publishers and never had been. He was, in all cases, his author’s agent, and would continue to be so during this transaction. Pinker responded to Burlingame’s concern with contracts on July 24, Lubbock’s completed prefaces in August, and, beginning that same month, corrected proofs from Collins for all three titles. Collins published *The Sense of the Past* and *The Ivory Tower* as a two volume set on September 6; Scribner’s issued both in the same manner on October 26. *The Middle Years* was published by Collins on October 18 (2000 copies), and Scribner’s printed 1300 from copies sent by Pinker two weeks before English publication to produce the American edition on November 23. In February of 1918 Pinker had to remind Scribner’s of their obligation to Lubbock: “I shall be very much obliged if you will let me have a cheque for the fee due to Mr. Percy Lubbock in payment of his work of editing the Henry James books. You will remember the amount agreed upon was Twenty-five Guineas [half the fee, the other paid by Collins].”

On March 19, Scribner’s sent Pinker a check for Lubbock.

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Again, the concern with simultaneous publication was with the 1891 copyright law that made it necessary to deposit an American manufactured edition on the day of or the day before the English edition.

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286 James B. Pinker to Charles Scribner’s Sons, 12 February 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Six weeks later, the agent offered Scribner’s another opportunity to print James, with previously published articles on war collected in a volume titled *Within the Rim*, for which Pinker had made arrangements with Collins to publish that autumn:

> We have arranged at the request of many friends to collect the four papers which Mr. Henry James wrote on War subjects, and publish them in a small volume. These were the last things that Mr. James wrote, and the only written comments that he has left on the War, so that they will have a permanent interest for his friends. It will be a very short book, only I think between 18,000 and 20,000 words, but as soon as I can get copy I will send it on to you so that you may see exactly what is in question. I have arranged with Messrs. Collins to publish on this side, and I hope that you will like to publish the book in America.²⁸⁷

This began a series of correspondence that revealed either hesitation or disinterest on the part of Scribner’s. Pinker sent it to Scribner’s in August and in September gave them a price for the work to be produced by Collins for the American publisher: “The best quotation I can get you for 250 sheets of “*Within the Rim*” is 1/6 per copy and if you wish to order them at that price will you, please, cable?”²⁸⁸ Burlingame insisted on further details on the English edition’s sales price:

²⁸⁷ James B. Pinker to Charles Scribner’s Sons, 10 May 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

²⁸⁸ James B. Pinker to Charles Scribner’s Sons, 25 September 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
We write now to catch the earliest mail concerning “Within the Rim”.

You state that Messrs. Collins will sell was 250 sheets at 1/6 per copy but as you do not give us the English retail price we are unable to determine whether this is a reasonable offer. Please say in our behalf that we will take 250 bound at one-half their retail price, which as you know, is more than we accustomed to pay. This assumes of course that they pay the author’s charge [royalties] for any American sales. ²⁸⁹

Pinker attempted to accommodate Burlingame with a price and an agreement from Collins to cover royalties as requested: “Messrs. Collins tell me that the lowest price they could accept for bound copies of “Within the Rim” would be 3/- per copy, the royalty to the author to be paid by Messrs. Collins. Will you let me know if this will meet your views?”²⁹⁰ The editor was not satisfied, reaching his point of contention – finally – at the end of his last correspondence on the subject:

The little collection of war papers by Henry James to be entitled “Within the Rim” seems to be attended with difficulties. You were good enough to send us early proof and in response to our cable stating that we should prefer to buy an edition of 250, you wrote that Collins would supply us at 1/6 per copy in sheets. In October we wrote asking a price for bound

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²⁸⁹ Edward Burlingame to James B. Pinker, 11 October 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

²⁹⁰ James B. Pinker to Charles Scribner’s Sons, 15 November 1918, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
copies and what the English retail price would be and offering to pay one-
half that price. In reply we have your brief note that 3/- is the lowest price
for the bound book but do not give us the retail price. At 3/-, with duty
and expenses added, we should have to put our retail price at not less than
$2.50, which seems a very extravagant price for such a very small book.
Our price would have to bear a reasonable relation to the English price, so
we prefer not to make any purchase until we know the English price; and
we should like now to see a copy of the book, if it has been published.
Now that the war is over and there has come a decided reaction against
war books, the outlook even for the Henry James collection of war papers
is not particularly encouraging.291

*Within the Rim* was published in the United Kingdom in March of 1919; Scribner’s
refusal meant that no American edition would follow.

Pinker’s April 1916 letter in which he presented James’s unfinished work to
Scribner made brief mention that “there will besides these his letters.”292 No further
notice of these letters came from the agent, who was occupied with the novels and
autobiography; six months later Burlingame, concerned by information gleaned from a
correspondence with the author’s nephew, wrote to inquire about them:

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291 Edward Burlingame to James B. Pinker, 23 December 1918, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

292 James B. Pinker to Charles Scribner, 27 April 1916, Archives of Charles Scribner’s Sons, Department
of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
We feel sure you are keeping in mind our interest in everything relating to Mr. Henry James’s Letters, the work left by him, the possible biography, etc.; but we recur to the subject because what we hear from London friends of Mr. James (and here since Mrs. William James’s return) seems to show that the matter of the Letters has been arranged with Mr. Percy Lubbock, and that he is soon to make a beginning if he has not already done so. We shall hope to be kept informed how the plans for these shape themselves; more especially as when we have sufficient knowledge we think it very likely that we can add to the arrangement for the book publication a proposal to use some portions of them in the Magazine.  

Pinker explained that there was nothing to report in regard to the letters, hence his silence. Lubbock was busy with work on the novels, and would be for some time: “I have been long answering your letter of November 17, but I wanted to see Mr. Percy Lubbock again before writing. He tells me that it is too early yet to say anything usefully definite as to the Letters.”

Five months later, the agent wrote Burlingame as if the editor had not expressed a definite interest in the letters, possibly to let the him know that there might be competition (although there is no evidence of any) if negotiations did not go as Pinker

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293 Edward Burlingame to James B. Pinker, 17 November 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

294 James B. Pinker to Edward Burlingame, 21 December 1916, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
saw fit: “I have had a proposal thing morning from American for the publication of the Letters, first in magazine and afterwards in volume form. The proposal is not a detailed one, and I am simply postponing the matter, but I shall be glad if you and Mr. Scribner will consider the question of publishing some of the correspondence in the magazine.”

The tone of the Pinker’s missive may have set Burlingame – understandably – on edge, but resulted in the definite agreement to publish that Pinker was after, one that included magazine publication:

With regard to the Letters, you know of course from our repeated inquiries (and particularly from that of last November 17) that we are looking forward with the warmest interest to having their publication in book form; and we will willingly say definitely what in our November letter we mentioned our hope to arrange, that we will make a proposal to publish some considerable portion of them in the Magazine. In order to do so intelligently we hope to have, when you can give it to us, some statement of their extent and of the probably time within which the serial publication would have to occur. We shall of course reply upon your not making any

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295 James B. Pinker to Edward Burlingame, 31 May 1917, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
arrangement elsewhere until the whole matter shall have been fully
discussed between us.  

Nearly two years passed before the letters became an object of concern again, after
Lubbock had finished his work on them and Pinker had made arrangements with
Macmillan to publish the English edition. Pinker wrote Scribner’s to explain an
unforeseen delay: “The Henry James letters are ready for publication and I hoped to have
sent you the manuscript before this. Unfortunately, in its travels over the Continent after
Mr. Henry James Jnr. some of the chapters have gone astray and I am now compelled to
wait until I can get a set of proofs from Macmillans who will publish the Letters here.
They will make two good volumes.”  

Burlingame seemed to take the news well, writing
that he was looking forward to receiving the proofs, but wrote to Macmillan immediately
in what seemed a complaint: “As we are to publish the Letters of Henry James in this
country and as we have not yet begun to receive the proofs which Mr. Pinker is to send
us, it would be of great service to us and we should be much obliged to you if you would
send us copies of any preliminary announcements you are making with regard to the
book.”  

Frederick Macmillan agreed to send him an announcement after one had been

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296 Edward Burlingame to James B. Pinker, 21 June 1917, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

297 James B. Pinker to Edward Burlingame, 24 June 1919, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

298 Edward Burlingame to Macmillan & Company, 11 July 1919, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
drawn up and supported Pinker’s claim about the delay in providing proofs against Burlingame’s complaint: “In reply to your letter of July 11th we beg to say that you will receive the proofs of the Letters of Henry James as soon as they have been corrected by the Editor, Mr. Percy Lubbock.”²⁹⁹

Macmillan had wanted to publish the letters that fall, but understood that the approval of all the parties involved, after Lubbock’s work was complete, might cause further delay: “I presume that Mr. Lubbock will not pass them for press until he is satisfied that Mrs. James passes them. It certainly looks as if it may be necessary to hold the book over until the turn of the year, but I hope that this will not be so.”³⁰⁰ The completed proofs of the first volume, passed by Lubbock, made their way to Macmillan and finally, to Scribner’s in the middle of November; Macmillan had yet to inform Scribner’s of the price and date of publication: “We are unable as yet to fix a date for publication or even to fix the price of the English edition, but we will write to you on the subject later on.”³⁰¹
While Scribner’s attempted to get proofs and publication information from Macmillan, Pinker was arranging with Scribner for the articles based on the letters:

You suggested that it would be a good plan to arrange for a couple of articles on the Henry James Letters, to be published in Scribner’s before the Letters appeared. I discussed this with Mr. Henry James, and we thought that it would be better if Mr. Edmund Gosse wrote the articles, since from his long friendship with Mr. Henry James he would have resources to draw on apart from the Letters, and would not consequently be so dependent on the book. I have mentioned the matter to Mr. Gosse, and he is disposed to entertain the idea, but before doing so he wants a definite offer. He says that he would “require a good price” for the articles, and I would suggest that you should cable me naming the fee you would be willing to pay and the length that you would wish each article to be.  

Pinker sent the first article to Scribner on December 8, 1919, asking when the publisher intended to print it. The reply indicated that Scribner had either misunderstood or forgotten the details of the October 2 letter, particularly that of Gosse’s ability to write about James independently of the letters:

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302 James B. Pinker to Charles Scribner, 2 October 1919, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
We shall put the first article in the April number, which goes to press about four weeks from to-day. You will therefore understand that these two articles (provided the second is received very soon) will appear in Scribner’s Magazine for April and May – the earliest numbers in which it is possible to put them, after having proofs read and returned to us. While we appreciate the skill with which Mr. Gosse has prepared his first article, we are frankly disappointed that it contains so little in the way of extracts and material from the remarkable letters in the two volumes. We had expected the letters of Henry James with comments by Mr. Gosse. Perhaps there will be more of the new material in the second instalment.\footnote{303 Charles Scribner’s Sons to James B. Pinker, 30 December 1919, Henry James Collection, Yale Collection of American Literature, Beinecke Rare Book and Manuscript Library, New Haven, Connecticut.}

The second article, sent less than a month later, met Scribner’s satisfaction, and Scribner’s wrote Pinker with payment for both articles of the agreed upon £100. Pinker continued to have difficulty reaching terms with Scribner; the contract with Macmillan had been settled over six months before he wrote to Scribner’s asking for an agreement:

I understand from Sir Frederick Macmillan that he sent complete corrected proofs of the two volumes of the Henry James Letters to you more than a month ago. He did not advise me that he had done so, but no doubt you
have received them by this time. I shall be glad to hear your views about
terms as soon as possible. Messrs. Macmillan suggest March as a possible
date for the English publication, as they think that even if your edition
cannot be ready by that time it would not matter their being a little ahead
of you. I do not know whether you will agree with this, but if you
consider it important that the two editions should be simultaneous I shall
be glad if you will cable so that I can stop Macmillans.304

Whether Pinker would have actually changed the English publication date to suit
Scribner’s is unlikely, but his need to finalize the financial end of the transaction
satisfactorily led him to make the situation as agreeable to Scribner’s as possible, even if
it meant extending an offer he would not be able - or willing - to complete. Macmillan
contacted Scribner’s less than a week later to inform them of their intentions: “We
propose to publish the book here on Tuesday, March 9th, and trust that this date will not
be inconvenient to you.”305 Macmillan changed the date less than two weeks later: “We
find however that this date will be inconvenient and we shall therefore postpone the
appearance of the book until Friday, April 9th, a date which we trust will be convenient to

304 James B. Pinker to Charles Scribner’s Sons, 23 January 1920, Archives of Charles Scribner’s Sons,
Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

305 Macmillan & Company to Charles Scribner’s Sons, 29 January 1920, Archives of Charles Scribner’s
Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New
Jersey.
yourselves.’” 306 This letter crossed one from Scribner’s to Pinker regarding the first date: “Agree to simultaneous publication of James book March twenty-sixth immediately after appearance of first Gosse article.” 307 This one crossed, in turn, one from Pinker to Scribner’s regarding the revised date: “Sir Frederick Macmillan has fixed April 9th for the publication here of the Henry James Letters. He tells me that from the correspondence he has had with you he is sure that you can copyright by then.” 308 Scribner’s settled the matter with a cable on February 26: “Agree to April ninth simultaneous publication James Letters.” 309 The simultaneous publication, of course, was still a concern in particular for the American publisher, who needed to adhere to the 1891 copyright law requiring deposit of the American manufactured edition on the day of or the day before the English edition appeared.

Pinker was still waiting on an agreement on terms for the letters, which now had a definite publication date in both countries that was exactly a month away when Scribner’s cabled Macmillan to obtain their price in order to arrive at an offer for Pinker.

306 Macmillan & Company to Charles Scribner’s Sons, 10 February 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

307 Charles Scribner’s Sons to James B. Pinker, 11 February 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

308 James B. Pinker to Charles Scribner’s Sons, 12 February 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

309 Charles Scribner’s Sons to Frederick Macmillan, 26 February 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
A week before publication, Pinker’s son Eric sent a contract to Scribner: “I have drafted the agreement for the Henry James letters [the standard 20%] and have pleasure in sending it to you, herewith. If you find it in order, will you, please, sign and return it to me at your convenience?” The letters were published by Macmillan (1500 copies) on April 8 and Scribner’s (3000 copies) on April 9; the contract was signed by Scribner’s and returned on April 21.

While James was still living, Pinker had considered the publication of another collected edition, one that might sell better that the New York Edition by virtue of a lower price. He contacted Scribner’s to see if they had any objections; more likely than not, he was actually concerned about any legal barriers to this plan and informing the publisher ahead of time would reveal any issues before he began to work on it. He had not yet brought the idea to James’s attention but was acting of his own accord:

I am very much obliged to you for your letter of the 6th about the Henry James Collected Edition. It is only an idea of mine that we might presently do the edition in cheaper form here. I imagined that that would not interfere with your sales, but I should not want to suggest it if there were a chance that it would damage you in any way. I have not mentioned

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310 Eric Pinker to Charles Scribner, 1 April 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
the matter to Mr. James because I did not know whether it were possible or advisable.  

Before Pinker returned to the collected edition, he approached British publisher Thomas Nelson and Sons a year after James’s death about issuing several James titles, which was what the August 1915 letter to Scribner described, albeit as a set: “On 7th February, you offered us cheap rights in a number of books by HENRY JAMES.” The publisher was interested in *Roderick Hudson, Daisy Miller, The Bostonians, The Princess Casamassima, The Tragic Muse*, and *The Madonna of the Future*; they were concerned, however, with the variety of publishers involved in the original production of these titles: “I shall be very much obliged if you will procure from the publishers, and send to me, copies of the following books which we have contracted to issue in our Popular Libraries:

- Daisy Miller, The Bostonians, Magic Muse, Princess Casamassima, Madonna of the Future.” Pinker was quick to comply; at least two of the novels were received from him by the end of July. Nelson published their edition of the books from 1918-1920.

The agreement with Nelsons complete, Pinker moved on to present the notion of a ‘popular’ edition to Macmillan before returning to Scribner in 1919:

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311 James B. Pinker to Charles Scribner, 25 August 1915, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.


313 Thomas Nelson and Sons to James B. Pinker, 22 June 1917, Additional Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts.
I have arranged with Sir Frederick Macmillan to do a popular edition of Henry James’ books. He is going to put into the edition all the volumes contained in the definitive edition, and we are to add such other books as are thought desirable. The family wish me to try to arrange for a similar edition in America, and I want to ask you to consider the matter and let me know your views on the subject. The edition here will be published at 6/-, and our idea is that it would be advisable if possible to make the edition in American not more than $1.50 or $1.75 [fifty cents less than the New York Edition volumes]. It would involve making fresh arrangements with the publishers who are interested in the Henry James books in American, but I wanted to ascertain your views before going any further.\(^{314}\)

Pinker did not seem to be concerned about the ‘fresh arrangements’ and after all, he had been through the process before and knew now what to expect and how to handle it. His expression of interest in Scribner’s ‘views’ is not necessarily sincere; the agreement with Macmillan was signed by Alice James and returned on September 10, before Scribner responded to Pinker’s August letter. The correspondence from Macmillan to Scribner during this time made no mention of the popular edition, either because the focus of the

\(^{314}\) James B. Pinker to Charles Scribner, 28 August 1919, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
communication was the James letters or because Pinker suggested discretion on Macmillan’s part.

Scribner’s seemed amenable to the plan and open to printing an American edition if Macmillan agreed to make it worth their while financially, as they had invested a great deal of time and effort in their edition, which had not sold well:

I have your letter about a popular edition of Henry James’s works. If Macmillan & Company intend to bring out such an edition I wonder whether we could not supply them with sheets or duplicate plates of our collected edition. Our type-page could be used on a very much smaller book and the expense of resetting so many volumes would be saved; the prefaces could easily be dropped and the front matter rearranged. Please take this question up with them, unless there is some objection which does not occur to me, and we shall be very glad to submit an offer upon hearing from them. In general I may say that we should be favorable to bringing out such a new edition particularly if our plates can be used as we are suggesting [emphasis added]. The great difficulty would be to obtain permission from other publishers. The probable sale would not permit any payment of lump sums. If the question could be adjusted on a royalty basis, that of course might make it possible.315

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315 Charles Scribner’s Sons to James B. Pinker, 17 September 1919, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Unfortunately, Macmillan was not interested in using the New York Edition plates and gave his reasons to Pinker:

I have your letter of yesterday enclosing Mr. Scribner’s suggestion that we should purchase from them duplicate plates of their New York edition of Henry James’s Works. I am afraid that this is impracticable for two reasons – in the first place, the size of the page would not suit us at all; and, secondly, our contemplated edition is to contain a good many not unimportant works which were omitted from the New York edition but which after consultation with Mr. Percy Lubbock we propose to include. We are therefore unable to consider Mr. Scribner’s suggestion.\footnote{Frederick Macmillan to James B. Pinker, 3 October 1919, Additional Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts.}

As Scribner’s had addressed the page size in their offer, this would seem like an effort on Macmillan’s part to find an excuse to refuse (rather than outright stating that they did not want to pay Scribner’s), much as Scribner had made negotiations difficult for Pinker in regard to \textit{Within the Rim} based on disinterest. Three days after Macmillan wrote Pinker, the agent passed the news on to Scribner:

I received your letter of September 17\textsuperscript{th}, and have taken up with Macmillan & Company the question of printing the popular edition of Henry James’ works from your plates. Sir Frederick Macmillan tells me
that he is afraid this is impracticable for two reasons. In the first place the size of the page would not suit them at all, and secondly their contemplated edition is to contain a good many not unimportant works which were omitted from the New York edition. . . . As regards to a corresponding edition in America, the great difficulty as you say is to obtain permission from the other publishers. Do you think it would be best for you to approach the other publishers, or for me to do so? 317

Scribner’s held firm to the use of their plates as a prerequisite to obtaining their blessing for the project (clearly as a way of making money from their original investment in their edition through the leasing of their plates) and of course, told Pinker to do the work of gathering permissions for an American edition himself:

Last month we received your letter stating that Sir Frederick Macmillan did not think our plates would suit him for the proposed popular edition of Henry James’s books. Of course the English firm must decide this for itself. It was suggested because it would save so much and because the page of our edition is so attractive in itself and could be used on a very much smaller book. The other objection was that so many important stories were omitted and you named those which is was proposed to

317 James B. Pinker to Charles Scribner, 6 October 1919, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
include, but very many of those which you named are already in our edition – as for instance, the Aspern Papers which takes up nearly half of our twelfth volume. In an earlier letter you wrote that you proposed to include all the volumes in the definitive edition. This puzzles us. Is it intended to print stories as arranged in the definitive edition, adding other volumes to include those which are omitted, or is it intended to revert to the original grouping of the stories? Nothing has been said about the new prefaces, and without going into the subject thoroughly I should question whether they could suitably be used under the older arrangement of the material; they were of course written for the New York Edition and we think they should only be used in connection therewith. For a popular edition on this side we think our plates would answer admirably, in as far as they go, and we should like to know more exactly what the Macmillan plan is. Applications for the use of stories now issued by other publishers had better come from you. In some cases there would be difficulty and the original publishers might wish to hold us up for a considerable payment, for if the popular edition is to be sold in single volumes, it would be directly competitive with the old issue of the books.318

318 Charles Scribner’s Sons to James B. Pinker, 24 November 1919, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Scribner’s would ultimately lose the argument on the use of the New York Edition prefaces - which were used in the popular edition - but clearly misunderstood the list of titles included in Pinker’s letter, which were not specifically titles that were not in the New York Edition but merely those that Macmillan had an interest in printing for this edition. Again, it appeared that Scribner’s was looking for reasons to refuse the American publication as well as attempting to block the Macmillan edition by refusing to cooperate and noting the difficulty Pinker would have in obtaining permissions.

Scribner’s appealed directly to Macmillan at the beginning of the new year regarding the James letters but made mention of the popular edition to see how the project stood, as they had not received a reply to their November letter from Pinker: “We wrote Mr. Pinker some time ago about the possibility of your using plates of the New York Edition for your Popular Edition of Henry James’s novels but he replied that that seemed impossible.”

Macmillan maintained a short and firm refusal: “We are obliged to you for your offer of the plates of your New York Edition of Mr. Henry James’s novels for use in printed our contemplated Collected Edition. We regret to say however that we cannot avail ourselves of it.”

319 Charles Scribner’s Sons to Macmillan & Company, 2 January 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.

320 Macmillan & Company to Charles Scribner’s Sons, 16 January 1920, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
Scribner’s finally came out with what one would surmise was an obvious objection, which, as it is described, should have been set forth from the beginning but was overshadowed by the possibility that they might profit by Macmillan’s agreement to use the plates; the English publisher’s failure to cooperate with Scribner’s in this pushed Scribner’s to directly state their fears:

I think it would be distinctly injurious to the New York Edition if a more complete uniform edition of the fiction were issued through the trade. If, however, it should be thought desirable to add to the New York Edition and make it correspond with the Macmillan edition, we should be favorably disposed to this and to the uniform trade edition, provided the necessary arrangements were made with other publishers. . . . The question of adding to the New York and trade editions of non-fiction writings was not so definitely discussed, but here again we are favorably disposed but some fuller information as to the individual titles and amount of material would be desirable before any definite decision is reached. Altogether the matter is in rather indefinite form and whether anything may come of it depends, of course, upon the consent of other publishers.321

321 Charles Scribner’s Sons to James B. Pinker, 2 April 1920, Additional Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts.
The tables turned the next month when Frederick Macmillan discovered that there was an arrangement made by Pinker that might affect his plans to publish James and wrote to ask his assistance to maintain what he believed was his exclusive right to the work:

I am rather concerned to see in “The Publisher’s Circular” of last week an advertisement of a cheap edition of Henry James’s *Roderick Hudson* to be published by Nelsons. Under the agreement we have with Mrs. William James (paragraph 9) it is provided that so long as it remains in force Mrs. James not grant any license or licenses to other publishers for any of the books, and I take this of course to mean that any book which had not appeared would not be put on the market. Will you kindly look into this matter at once?

Pinker’s interest was, of course, limited to the James estate and did not extend to acting on Macmillan’s behalf - unless the estate stood to benefit. The Nelson negotiations had taken place in early 1917, and the Macmillan, primarily, in 1919, without knowledge of the Nelson agreement. Eleven years earlier, Frederick Macmillan had written James: “I have your letter & write at once to say that we will voice no objection to the publication of the American in Nelson’s Sevenpenny Library. If it has an effect on the sale of your

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Edition de Luxe it will be a good one.”\textsuperscript{323} The publisher’s blessing clearly did not extend to other titles. Pinker’s response to Macmillan’s inquiry brought more concern from Macmillan: “I am rather horrified to learn from your letter of the 14\textsuperscript{th} inst. that no less than six of Henry James’s best books are to be published under an agreement with Nelsons. Perhaps you will inform me when the agreements were made and how long they have to run. It seems to us to alter the whole complexion of our own enterprise in the Henry James domain.”\textsuperscript{324}

The complexion, as it were, of the popular edition was unaltered, however, and while Scribner’s refused to participate with an American edition, Macmillan published *The Stories and Tales of Henry James* between January of 1921 and November of 1923. Whatever obstacles had been set before him, Pinker fulfilled his idea of a cheaper edition that was initially considered in 1915, an endeavor he had contemplated without the author’s knowledge.

Acting on his own was clearly something Pinker believed part of his job, and while James had been interested to an extent in the business dealings he was content to allow his agent to manage without his consent to specifics unless a problem arose; this, in

\begin{flushleft}
\textsuperscript{324} Frederick Macmillan to James B. Pinker, 19 May 1920, Charles Deering McCormick Library of Special Collections, Northwestern University Library, Evanston, Illinois.
\end{flushleft}
Pinker’s estimation, was to be avoided at nearly all costs. Alice James entrusted Pinker quite as much:

I . . . have no means of estimating the merits of the proposal [for plays based on James material]. I shall therefore propose to you to decide such applications, always from the standpoint of the author’s interest. I feel sure that you and I are agreed in considering all such attempts to “produce” Henry James solely from the point of his own interest. I mean that I would not allow his work to be treated as insignificant.\(^{325}\)

Her trust in Pinker was a reflection not only of her brother in law’s experience with him but her own as well. There is no mention of money in this letter; her reliance on the agent is specific as to the treatment of James’s work as valued material worth perpetuating. She knew that Pinker would continue to strive to keep the author’s work in print for the right price, a price not based on her desires but on the merit of the work. Her regard for Pinker was based on his regard for James’s work, which was demonstrated as he continued to negotiate with and between publishers for the best placement of the author’s unpublished work after his death, serving the memory and legacy as well as he had the man.

\(^{325}\) Alice James to James B. Pinker, 21 December 1919, Additional Letters Concerning the James Family, Houghton Library, Harvard University, Cambridge, Massachusetts.
Conclusion

“My relations with J.B.P., are, however, so good and of such convenience as to my full freedom of mind in writing (which is the only business I begin even to understand in life!) that I feel myself accepting the case most of all as related to his encouragement to me in general . . .” 326

When Pinker died in 1922, six years after James, he had spent the last twenty-four years of his life in the service of at least seventy-five authors. His dedication to James in particular – which was rivaled only by his attention to Joseph Conrad and Stephen Crane insofar as difficulty of their personalities and work habits – resulted in the publication of eight novels, several collections of short stories and essays, three autobiographical volumes, over sixty contributions to periodicals, and the Collected Edition. Pinker’s ability to provide a business service personalized to James’s temperament and working habits allowed the author to continue to produce material; James’s tendency to overreact and respond quickly and emotionally to difficulties would have easily disrupted his writing process. Without Pinker to reassure James that business arrangements were moving along successfully – regardless of the truth and with the ‘down’ (advance) in the

326 Henry James to Charles Scribner, 20 December 1912, Archives of Charles Scribner’s Sons, Department of Rare Books and Special Collections, Princeton University Library, Princeton, New Jersey.
author’s pocket to assuage James’s ever present financial fears – James would not have been able to focus on his work and might very well have stopped writing publishable work altogether. A failure to produce on James’s part would not have affected Pinker financially, as he had married into financial security and had no need to concern himself with sales to his benefit. The connection between Pinker’s efforts and James’s continued presence before the public (not without its financial ends, necessary to satisfy the author’s insecurities about his economic situation) is demonstrated through the agent’s handling of the negotiations between the author and his publishers during the last eighteen years of James’s life.

James’s habit of moving from publisher to publisher, chasing the best placement and price for his work before hiring Pinker to handle his business affairs, placed the agent in the midst of a difficult situation from the start. He was, however, not intimidated by editors and publishers, such as Heinemann, who disliked agents for this same behavior, nor did he refer to James’s practice of doing so prior to their relationship. He was also not afraid to continue the author’s practice when and if it served the author and the material best. Publishers such as Methuen did not appreciate this but did value Pinker’s ability to handle the author when James did not produce material by the expected — contractual — delivery dates, even if that ‘handling’ was limited to ensuring that James continued to write, with no promise of specific delivery dates. He could “muffle” these troubles for James to maintain the author’s creative cocoon, which, while catering to and in effect, condoning James’s self-centered work habits, kept the author working.
Methuen and Scribers both complained to Pinker that any delay on their part during the production process was due to James; the agent never acknowledged any fault on the author’s part to the publishers nor did he admonish James in any regard. In 1913 Methuen accused Pinker of being “over earnest” in watching over Arnold Bennett’s interest (see Chapter One) but could have said the same for the agent’s work for James. He begged for indulgence on behalf of James to extend deadlines and get advances prior to publication in order for James to have money in hand so that he felt financially secure. James wrote Pinker in 1900 regarding *The Sacred Fount* that “the down” was important (see Chapter One); Pinker clearly took it to heart and kept it in mind when managing future negotiations. He focused on details that ensured that author received all the royalties that were his due when Scribner’s failed to send the correct payment amount for *The Golden Bowl*, and expressed his and the author’s distress over an unauthorized reprint that had no bearing on his finances but was instead a matter of allowing the author to determine the appropriate placement for his material.

Until the New York Edition was published, James was making more than double the money yearly he was making before employing Pinker. This expensive (for all parties involved) stumbling block took all the patience and ingenuity James found in his agent; and his efforts, while gaining the author a higher percentage of royalties than originally offered, did not offset the failure of the Edition to sell and make a substantial return over and above the permissions payment Scribner’s covered, which was to be repaid through royalties. While James was devastated by this outcome, he did not seem
to blame his agent, who had assured him that the Scribner’s to Macmillan payment would
not come out of his royalties. He appears to have accepted the bad with the good in
consideration of Pinker’s work on his behalf, and finding that primarily, Pinker was a
blessing. “I wanted particularly to get Mr. James all that I can on this book” was Pinker’s
bottom line, and even if the financial aspects did not work out as Pinker and James
wished, at least James was still in print. Even after the author’s death, the agent
continued to fulfill the wishes of the estate and James’s heir, Alice James, in presenting
unfinished material left by the author in the best manner possible, as Mrs. James was
concerned primarily that her brother in law’s work would be well produced and
respected.

Pinker did not look for personal fame or fortune but rather the perpetuation and
preservation of James’s work. He accepted the author as he was without trying to change
him in order to make his own work easier, and played an integral part in James’s life
during a time when the author’s work did not meet popular demand and expectations, a
situation that created numerous difficulties for the agent. He consistently used a firm
diplomacy to encourage existing and potential publishers to accept the proposed material
along with terms that suited James, allowing for negotiation when it served the interest of
keeping James in print. When James was at obviously fault for causing difficulties for
his publishers, Pinker ignored or redirected their complaints and refused to accept blame
on his client’s behalf; nor did he ever admonish James for his refusal to adhere to
contractual delivery dates or content as originally accepted by the publisher. There is no
evidence that Pinker ever complained about James in any regard. His role was as an advocate for James alone; unlike other agents, who worked in their own best interest, serving publisher and agent in order to preserve their own future prospects, he cared little, if at all, for how publishers saw him except as one who would settle for nothing less than what would please his client. At times he bargained for publication when financial gain was less than probable (the Collected Edition) and at others, settled James with a well-padded bank account before the publisher had even glimpsed the work (The American Scene), resulting in a loss to the publisher.

Many factors contributed to the difficulties Pinker found in finding publishers for James’s materials, not the least of which were the changing preferences of a growing audience of readers and the self-indulgent and often non-compliant work habits of the author. Competing with the “Miss Johnsons” of the market was not within James’s abilities as a writer or a businessman, as demonstrated during the final decade of the nineteenth century. James may have continued to produce material without Pinker to assist him on the business aspect of his profession, but without the agent, he probably would not have been able to place as much of it or for as much financial profit, profit that came primarily in the form of advances insisted upon by the agent, which of course had nothing to do with sales figures but was rather a guarantee of payment upfront. With a temperament easily upset and frustrated by setbacks, his writing may have been stifled and come to a halt as he attempted to find time and energy to negotiate with publishers in an effective and non-alienating manner. His approach to Pinker in 1898, and the agent’s
decision to “bet on the side of literature” knowing that this prospective client was on popular decline, forged the business relationship that would keep James writing and his continued work in print for the rest of his life and Pinker’s thereafter. As a prime example of Howells’s ‘man of letters’ in an era of business, James could neither profane his art by “fashioning it upon fashion” nor could he escape the financial need (real or psychological) to make a living from his writing. Pinker served James in order to reconcile these contradictory issues and allow the author to fulfill Howells’s - and clearly James’s - own belief that the writer should write what pleases him most, producing material that forges connections with readers through real and honest representations of life rather than popular (dated) entertainment. The interest in James and his work over the past eighty years proves the value of the author’s work across time; without Pinker’s mediation, the material produced over the last eighteen years of James’s life, including that which has been produced in Hollywood film versions within the last twenty years, would have remained in the author’s notebook and imagination.

Publications by Henry James, late 1898-1923

*periodicals

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