



## Literary Rights

By  
Michael McCollum



Recently at work I had an interesting conversation with a fellow employee. We were discussing evolution, and he, being very religious, told me that he didn't believe in it. His exact words were, "You'll never convince me that we came from monkeys!" I responded by pointing out that he was technically correct. "Actually, we, the apes, and the old world monkeys all came from a small primate called the lemur," I replied in my most professorial tone. "The new world monkeys (the ones that can swing by their tails) come from a different primate called the tarsier. So, despite the fact that they are outwardly very similar, the monkeys found in Europe, Africa, and Asia are no more closely related to those in South America than dogs are to cats."

Naturally, this scholarly response didn't convince him, so I started explaining the mechanism by which natural selection, the driving force behind evolution, works. I used the example of the hunting cats and prehistoric horses of North America. From the fossil record we know that the Great Plains were once home to a tiny race of horses and small carnivorous cats. The two species competed with one another over millions of years. Over the centuries, the horses responded to being hunted by developing longer legs. That is, those with long legs survived to pass on their genes to their descendents; those with short legs got eaten. The same thing happened to the cats. Those with short legs starved, and those with long legs ate their fill. From the fossil record it is obvious that the evolution of both species was driven by the ever-lengthening legs of the other.

Interestingly, my friend had no objection at all to what I was saying. It soon became clear that he believed in evolution, just not to the point where a new species might develop from an older one. But saying that "I don't believe one species can evolve into another," isn't the same as saying "I don't believe in evolution at all!" In fact, he believes that societies, institutions, and animals all undergo evolution. He just has a hard time adopting the concept when it clashes with his religious beliefs. In this, of course, he is far from alone.

What is interesting about this situation is that the *concept* of evolution permeates our society and our thinking. It is an integral part of the mental model by which we view the universe. We believe that societies evolve, attitudes evolve, cities evolve, nations evolve, and even stars evolve. Yet, prior to Charles Darwin's publication of *The Origin*

*of the Species*, no one believed in evolution. It wasn't that they had religious objections to the idea. The problem was that the very *thought* had not occurred to them.

As usual, people are undoubtedly asking, "What has this to do with writing and literary rights?" The evolution of species has very little to do with them. However, the concept of evolution, the notion that ideas and attitudes *evolve* over time has a great deal to do with it. If the connection seems a bit tenuous, please stick with me for a few minutes. I'll get you to where we need to go as quickly as possible.

Any discussion of literary rights needs to begin with a question, namely, "Just what the hell is it that writers produce, anyway?"

Most people will answer "books" when asked to name the work product of a writer. This is not true. Publishers produce books. They have large factories with huge presses to print and bind them. Except, of course, that most publishers contract with an independent printing company to actually manufacture their books. Whoever does the printing, there is no doubt as to whom the books belong when they come out of the printing plant. They belong to the publisher — not the writer.

All right, let's try again. If writers don't produce books, then they produce the words that go into the books. Of course, they don't actually *produce* the words. Each language has a prefabricated set of words that writers use in concert with everyone else. A writer who makes up his own words is likely to find that no one will read his books, although the great writers such as William Shakespeare weren't averse to coining a new word now and then. Rather than producing words, what a writer actually does is arrange them in distinctive and pleasing patterns. In the olden days of 20 years ago, those patterns of words were semi-permanently stored on recording media manufactured from smushed-up trees. We call this media "paper," and the old fashioned stuff is still much in use today. More and more, however, words are stored as magnetic patterns on ferric-oxide films inside computers. We have a specialized name for words and numbers that have been arranged in a particular sequence on purpose. We call the stuff "information."

So if writers don't produce books and they don't produce words, then they must produce information!

Just what sort of product is this information stuff, anyway? You can't really hold it in your hands, or eat it, or wear it. — you can do all of those things with the paper or magnetic media on which the information is recorded, although I don't recommend it — but the information itself is insubstantial, with no physical existence in the real world. From this we can conclude that a writer produces and sells a product that does not exist. More interestingly, the writer expects other people to pay him money for a copy of this non-existent stuff. Of course, no one ever accused writers of having a firm grip on reality.

Before we can talk about literary rights, we need to talk about the inherent nature of the product to which those rights apply. And to do that, we need to understand the modern concept of "intellectual property." Intellectual property is information that belongs to someone. I don't mean that it is information in their possession; but rather, that it is information to which they have legal, enforceable rights. In other words, it is information that, if found in another's possession, the owner can successfully sue that person's ass off!

Intellectual property, then, is a form of wealth. This, too, is a relatively new concept. Where once a man's wealth was measured in the number of cows and goats he

owned, or the surface area and quality of farmland registered in his name, or the number and denominations of little green-backed pieces of paper he managed to accumulate; now wealth is often calculated in the number of packets of information a person can lay claim to. In other words, this insubstantial stuff is worth money! If you don't believe me, just ask Bill Gates whether he thinks magnetic codes on a computer disk might not be worth a few dollars.

So, at the root of the concept of "intellectual property" lies the idea that 1) information does too exist, 2) it belongs to someone, usually the person who produced it, and 3) the right to use that information can legally be transferred to another person in exchange for cold, hard cash. While these concepts have existed since the invention of the printing press, the onset of the computer age has brought the idea of intellectual property into sharp focus.

The reason for this sudden resurgence of interest is something that virtually no one thought about a mere two decades ago. Twenty years ago the average person had no inkling that something called "software" existed.

Having been the department computer enthusiast at work since the early 1980s, I have seen numerous forced awakenings to the concept of intellectual property. Back in the days of the 8088 chip, managers getting their first introduction to microcomputers always had the same reaction: "That new word processor looks great! Let's buy a copy and put it on all 300 of our computers." Whoa, scout! You can't do that. Why not? Because when you buy software you don't purchase the right to as many copies as you want. You buy a license to use a single copy on a single machine, and if you want to use a second copy, you have to plunk down another \$500. Note that you don't actually have to purchase a second copy. The copy you have is perfectly good for installing on a new machine. You just have to send in the \$500 to keep yourself legal. And, naturally, a name quickly arose for those who ignored this legal nicety. We called them "software pirates."

But wait a minute! What is it that you find inside a box of Microsoft software, anyway? You find a manual, some advertising, and either a pile of floppies or a CD-ROM — outwardly identical to every other floppy and CD-ROM in your possession, except that the label is printed differently. That hardly seems worth a couple of week's pay, does it?

Value, of course, is a relative thing. Personally, I paid more than a thousand dollars for the tools I needed to bring my web site online and thought I got a bargain. You may buy a disk with a game of Solitaire on it for \$2.98 and think you were gypped.

If it has done nothing else, the commercial market in computer software has made concrete the idea that information is worth something. And computers in general have driven home the point that information is a tangible thing. I'm sure most of you will recognize the following scenario:

You have been working on this long report for a week now, and have all the words, fancy bar charts, and other content nearly complete. It's late and you've had too many cups of coffee. You are short on sleep and know that you are going to be crabby in the morning. You are just on the last page of your magnum opus when the screen flashes once and goes blank. Of course, you've been too busy to save a backup copy.

A moment before the screen flashed, it was filled with information that had taken you more than 40 hours to create. A moment after, the information is gone. But where

did it go? Anything you've worked on for a week can't just *vanish*, can it? It's almost as though there ought to be a law regarding the conservation of information in the universe, something akin to those relating to the conservation of mass and energy. True, the information is no longer on your screen, but it has to be somewhere, right?

Unfortunately, there is no such law. And just as the sound of a tree falling in the forest is forever lost if no one is around to hear it, the same can be said of that lost report that your boss wants on his desk first thing in the morning. Here this moment, totally gone the next, and all of that accumulated value is gone with it.

If you've ever lost a lot of work on your computer, you learned two things. First, you learned to back up everything every ten minutes or so, and secondly, you learned deep in your heart that despite its intangible nature, information is a real thing!

It is the evolution of the concept of intellectual property that makes it possible to earn a living as a writer. A few centuries ago (and in places like modern China), anyone who suggested that he was owed money for something he wrote would have been laughed at. And while there have been protections for authors since before the invention of the printing press, the evolution in societal attitudes regarding intellectual property (mostly with regard to computer software) gives the writer more protection than ever before.

So, having worked our way from Charles Darwin to that horrible time your hard drive crashed, we have come to the point: the protection, exploitation, sale, and ultimate disposal of an author's rights to his or her intellectual property. That then, will be the subject of the rest of this chapter. We begin with a catalogue of the various rights that accrue when you decide to put words down on paper, and starting with the most important advice a new writer can receive from a more experienced colleague:

### **Work Done For Hire**

As I write this, I am approaching the 33rd anniversary of my employment with the large aerospace company at which I am employed. If all goes well, I will probably be with them until my retirement. Over the years I have probably written more than 10 million words while pursuing my engineering duties. I've written test procedures, schematic descriptions, proposals, and all manner of memoranda. In fact, when people ask me what kind of science fiction I write, I always respond, "Novels and progress reports!"

Despite my profligate word processor at work, I do not own the rights to any of my professional writing. Why? Because everything I have written as an engineer comes under the category of "work done for hire." The company gives me a check each week and I produce words on demand as a condition of my employment.

There is a fundamental difference between being a salaried employee and a starving freelance writer. For one thing, those weekly paychecks convey considerably more security than writers are used to. Few writers are "employees" in the sense that the U.S. Department of Labor understands the term. Writers are independent contractors (at best) or unemployed, but hopeful (at worst). Because writers don't collect weekly paychecks, their attitude toward "work done for hire" must be different.

There is a simple rule in the professional writing business, one that is best followed religiously: never, never, **never, never** sign a contract that specifies that your words are “work done for hire.” For what those words mean is that you are signing up for a relationship exactly like the one I have with my employer. They pay you the money, you do the writing, and then they own the words ... forever and ever!

Now perhaps you are saying, “well my work isn’t worth that much and no one will ever want to buy anything I write a second time.” You may be correct in your assessment. Still, what if lightning strikes and you become famous? What if you are peddling your insurance policies one-day when you receive word that your book has sold a million copies? It could happen, you know. In fact, it *did* happen to Tom Clancy. If you have sold that mega best seller as a “work done for hire,” then you won’t see any royalties from those million copies, or the millions that follow. Nor will you partake in the profits from the Broadway play or the movie blockbuster. You will, in the American vernacular, be “screwed!”

Writing is perhaps the oldest cottage industry still surviving. You sit in your office or bedroom and pound on the keys day after day to produce a story other people will pay to read. When you are done, you probably have a ream or two of paper covered in black ink. Despite the dozens of rejection letters in your drawer, you decide to chance it one last time. You stick the ream of paper in the mail to a publisher; the publisher likes it, and sends you a check. A year or so later, the book hits the shelves and the public loves it. After years of trying, you’ve finally made the big time!

The imprint on the book’s spine bears the name of your publisher. Despite this, the publisher doesn’t own the book – he is merely renting it! Those words belong to you for as long as you live, plus 50 years. And if you are wondering why you would care about the matter after you’re dead, then you haven’t considered the economic benefits that may accrue to your survivors. Edgar Rice Burroughs licensed *Tarzan* about a thousand different ways before he died, and his family still makes a very good living from his legacy.

Your words belong to you unless you have signed a “work done for hire” contract, in which case they belong to someone else. The two men who invented *Superman* signed away all their rights for what seemed a good deal in 1938. As a result, they did not partake in any royalties from the billions of dollars of merchandise that have had that big red “S” emblazoned on them these past 60 years.

The only solution to this problem is to avoid it in the first place. Whatever else your contract states, it should make clear that you are selling the rights to publish your book *temporarily*, and that should one of any number of events come to pass, that those rights will be returned to you, the author. To do otherwise is shortsighted and foolish, and you may live to regret it!

## On The Other Hand

Having warned you against working as an indentured writer, I must note that the rule does have a few exceptions. In recent years publishers have discovered that there is a market for series novels. These are books, usually based on popular television series or movies, penned by different authors, but all written about the same characters or fictional universe. Various publishers are grinding out book after book in the *Star Trek* and *Star Wars* series, the *X-Files* series, and a number of other television and movie spin-offs.

If you want to write a *Star Wars* book, I've got some bad news for you. The only way to do that is to sign a "work done for hire" contract with the publisher who has the rights to that particular series. The same is true for the various series springing from *Star Trek*, *Star Trek: The Next Generation*, *Star Trek: Deep Space Nine*, and *Star Trek: Voyager*. While cruising my local bookstore recently, I even saw a book titled *Tales of the Ferengi*, from the big eared capitalist aliens of the same name.

Nor is there anything wrong with writers authoring these novels for hire so long as they know what they are getting into in advance. Series novels aren't like "regular" novels in that the writers invest less of their creativity in the writing. I don't mean to suggest that they aren't written as well as original novels. Some are undoubtedly written better. But when you receive a series novel assignment, you are handed a prefabricated story background, familiar characters, and guidelines to follow. You are, however, expected to think up your own plot!

And despite my warnings against doing "work for hire," there are good reasons a professional writer might wish to take on a series novel. One reason is money, which is generally pretty good for these books. That's because series novels tend to sell better than original novels, having benefited from the free advertising of their precursor movies and television shows. Since a series novel is usually a guaranteed moneymaker, publishers can afford to pay better. And the higher sales of a series novel can aid a writer's career. If the Trekkies read your *Star Trek* novel and like it, they may be tempted to purchase your other books, too.

So writing a series novel as a work for hire may be the best thing you can possibly do to enhance your writing career. If so, go to it. Just don't make a habit of it. Generally speaking, it isn't a good idea to sell your soul to the publishers. Even at series novel rates, they still don't pay as well as the devil!

## **Publishing Rights, A Primer**

Having warned you about what not to do, let's transition to the nuts-and-bolts world of literary rights, a subject that isn't nearly as straightforward as it once was. Rights come in a variety of flavors and differ somewhat depending on the market to which you are selling your work. Periodicals (newspapers or magazines) purchase short term rights, while book publishers would like to enslave you for life. (Every contract has something called *the option clause*, but that is a subject for a later time.)

Literary rights can be broken down into a few basic groups. These are:

### First Serial Rights

When a magazine purchases first serial rights, they are buying the right to publish your article, story, or poem a single time. They are also purchasing the right to be the first publication to do so. Magazine first serial rights are limited in duration. Following the publication of your story, full ownership reverts to the author. Often first serial rights are further constrained by geography. In all of the stories I published in the magazines, my editors bought “First North American Serial Rights.” That meant they had the right to publish the story in the United States and Canada, and that I was free to sell it elsewhere in the world.

For a science fiction writer, “elsewhere in the world” generally means in the U.K. and its commonwealth. The reason for this is that science fiction is predominately an English language literature. Why this is so, I have no idea. It just is. I have sold books in Japanese, German, and recently had a deal to sell to a Russian publisher, but in terms of volume of book sales, English language science fiction outsells foreign SF by a wide margin. Obviously, if you are a different kind of writer, then your “other” prospects may be much greater than were mine.

### One Time Rights (Simultaneous Rights)

One-time rights, also known as simultaneous rights, give a publisher the nonexclusive right to publish your work one time in their periodical. Simultaneous rights mean just what they say. You can sell the work to more than one publisher at a time. This rather civilized arrangement has one major drawback. If you sell the same work to two competing magazines, it is unlikely that either editor will ever speak to you again. Simultaneous rights are generally sold to non-competing magazines – say to “The Lutheran Digest” and the “Autoworker’s Daily Scoop.” Since the magazines are not likely to share a readership (except for Lutheran autoworkers), then the commercial value of your work to each magazine is the same as if they had sole rights. Unfortunately, multiple sales are hard to come by, and except for the religious press, hardly ever occur. So I wouldn’t count on selling each of your works to ten different magazines.

### Second Serial (Reprint) Rights

Second serial rights give a magazine the right to publish a work that has already appeared somewhere else. Like simultaneous rights, second serial rights are nonexclusive, and therefore, not worth as much as first serial rights. Along with selling magazines the right to print my shorter fiction, I generally sold them reprint rights as well. This gave them the ability to bring out books with anthologies of stories that had appeared in their magazines. Of course, I also charged them money for this distinctly different right whenever I could. It isn’t always possible to sell reprint rights, either because the magazine isn’t interested in reprints or because the standard contract specifies that the magazine is buying both first serial and second serial rights as a package. If you are forced to sign such a contract, don’t worry too much about it. You aren’t losing that much. Just make sure they can’t reprint it *ad infinitum*.

### All Rights

Selling “all rights” is slightly different from “work done for hire,” at least in my mind. If you are writing for hire, then the work is never in your possession. It belongs to your employer from the moment of its creation. If, however, you write a book and then sell all rights, you are giving someone else the rights to your work in perpetuity. These are rights that belonged to you up to the moment you sold them, but will never belong to you again. My advice regarding selling “all rights” is the same as for a work done for hire. Don’t do it! If you run into an “all rights” clause in your contract, immediately call the editor and begin negotiations to have it removed. Better yet, have your agent do it. If the publisher won’t relent, refuse the deal.

### Subsidiary Rights

Subsidiary rights are additional rights (other than the right to publish your work in a book or magazine) that flow naturally from the fact that you went to the trouble to set your words down on paper. Subsidiary rights are gaining in importance every year as new technologies multiply a writer’s options. After you’ve sold your first serial rights, you still have second serial rights, foreign language rights, other geographic rights, movie and television rights, audio tape and various electronic rights, game rights, translation rights, marketing rights, and God only knows what other rights to dispose of. If you sell “all rights” to your story, then you are cutting yourself off from this plethora of other moneymaking opportunities.

For instance, if you sell your book to a hardcover book publisher, who gets the paperback rights? If you guessed that the writer retains them, then you guessed wrong. One little known fact of publishing is that hardcover books seldom make money. Since the publishers are in business to make money, they tend to be sensitive on this subject. Before he will publish your book, the publisher insists that you sign over some portion — typically 50 percent — of the revenue from the paperback to cover the shortfall in hard cover revenues.

Whether the subsidiary rights go to the publisher or the writer retains them, it is very important that the disposition of each subsidiary right be spelled out explicitly in the contract. This can avoid endless arguments and litigation in the event the work turns out to be as popular as the editor and writer hope.

To aid those who have never seen a publishing contract, I have included typical wording regarding the transfer of rights in the appendix to this chapter.

### Dramatic, Television, and Motion Picture Rights

The dream of every writer is to have his or her book made into a movie. Having had one of my books, *Thunderstrike!*, briefly optioned by some people who work special effects on *Star Trek*, I can tell you that it was quite a thrill. I also got a tour of the Starship *Enterprise* out of it.

“Optioned? What’s that?”

It may surprise you to learn that a Hollywood producer who has read your book and enjoyed it can’t just start producing a movie on the subject. Why? Because you own the intellectual property rights to the entire concept. One of those rights is the right to turn it into a play, TV program, or movie.

When someone is interested in filming your book, they usually begin with an “option contract.” That means that they aren’t actually buying your rights, merely offering you a payment so that you won’t sell them to someone else for a specified period. The fee for a one-year option is typically 10% of what you will be paid if the producer eventually buys your rights. In exchange for the payment, the party purchasing the option has the exclusive right to attempt to interest producers, actors, and financial backers in the work for the purposes of making a movie.

Option contracts typically run for one year and are renewable for as long as the interested party has money each year when the payment comes due again. I have heard that major studios pay as much as \$70,000 per year just to hold the option; and that they do so for several years running. There are stories of writers who have actually been disappointed when their books got made into movies because that steady stream of option money dried up. My own deal wasn’t with a major studio. It was with some skilled Hollywood technicians operating on a shoestring, and by major motion picture standards, I sold them an option for a song. Of course, Hollywood standards regarding money aren’t like those of us mere mortals. The option on *Thunderstrike!* amounted to 50% of what the publisher paid me to write it in the first place.

### Conclusion

As we noted in the last article, publishers are in the BUSINESS of printing and selling books. This means that they hire dozens of very expensive lawyers to draw up their contracts for them. If you think you will submit your manuscript to them, then negotiate a million-dollar contract with every clause in your favor, you are having a fantasy. You will no more put anything over on the publishers than you can really get a good deal from a new car salesman. Just as the auto dealer knows what he paid for the car and what he has to sell it for to make his minimum profit, the publishers know what your book is worth to them and what they can afford to give away in the contract.

So, once you’ve sold your book, get an agent and have him go over your contracts carefully. He or she will know the rights the publisher will negotiate and those he won’t. The agent will advise you as to the rights you can afford to give up and those that must remain sacrosanct. The ensuing negotiations may be over quickly, or drag on for weeks. Be patient. Once negotiations are done, you can sit back, relax, and look forward to the next phase in your publishing career – the part where you spend all of your time fighting with the copy editor!

In the meantime, enjoy the glow of your first acceptance letter. There will be plenty of time to worry about business tomorrow.

**Appendix 4**  
**Excerpt from Typical Book Contract**

The following is typical wording from one of my book contracts. Publisher's contracts vary quite a lot, but at least you can get an idea of what to expect when you get that first contract of your own. While reviewing the contract wording, keep in mind that this is what my agent was able to get me after a lengthy negotiation.

Excerpt from Publishing Contract Regarding Rights

1. The Author hereby grants to the Publisher during the term of copyright, including renewals and extensions thereof in each country for which Publisher is granted rights, the following rights:
  - a. Exclusive right in the English language, in the United States of America, its territories and possessions, the Philippine Republic and Canada (referred to as Publisher's "exclusive area") and non-exclusive right in all other countries except the British Commonwealth (other than Canada), the Republic of South Africa and the Irish Republic (referred to as the Publisher's "non-exclusive area") to:
    - I. print, publish, and sell the Work in book form.
    - II. print, publish and sell the Work in adapted, condensed, and abridged versions and selections from the Work in anthologies and other publications of Publisher;
    - III. license publication of the Work in complete, condensed, and abridged versions) by book clubs, including affiliates of Publisher;
    - IV. license publication of hardcover editions (herein "hardcover license") and hardcover and softcover reprint editions by other publishers (herein "reprint editions") with the approval of the Author for each such license granted, such approval not unreasonably to be withheld. The Author shall be deemed to have given approval if within 10 days after written notice Author fails to notify Publisher of disapproval;
    - V. license publications of the Work (in complete, condensed, adapted or abridged versions) or selections from the Work in anthologies and other publications, in mail order and schoolbook editions, and in other special editions (herein "special editions");
    - VI. license publications in each country after book publication in such country, in periodicals, including magazines, newspapers, and digests (herein "second serial") to the extent second serial rights are available.
  - b. In the event of the disposition of performance rights, the Publisher may grant to the purchaser the privilege to publish excerpts and summaries of the Work in the aggregate not to exceed 7,500 words for advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the Work.
  - c. All rights not expressly granted herein to Publisher are reserved to the Author.

The End

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### **NOVELS**

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#### **1. Life Probe - <sup>US</sup>\$5.00**

The Makers searched for the secret to faster-than-light travel for 100,000 years. Their chosen instruments were the Life Probes, which they launched in every direction to seek out advanced civilizations among the stars. One such machine searching for intelligent life encounters 21st century Earth. It isn't sure that it has found any...

#### **2. Procyon's Promise - <sup>US</sup>\$5.00**

Three hundred years after humanity made its deal with the Life Probe to search out the secret of faster-than-light travel, the descendants of the original expedition return to Earth in a starship. They find a world that has forgotten the ancient contract. No matter. The colonists have overcome far greater obstacles in their single-minded drive to redeem a promise made before any of them were born...

### **3. Antares Dawn - US\$5.00**

When the super giant star Antares exploded in 2512, the human colony on Alta found their pathway to the stars gone, isolating them from the rest of human space for more than a century. Then one day, a powerful warship materialized in the system without warning. Alarmed by the sudden appearance of such a behemoth, the commanders of the Altan Space Navy dispatched one of their most powerful ships to investigate. What ASNS Discovery finds when they finally catch the intruder is a battered hulk manned by a dead crew.

That is disturbing news for the Altans. For the dead battleship could easily have defeated the whole of the Altan navy. If it could find Alta, then so could whomever it was that beat it. Something must be done...

### **4. Antares Passage - US\$5.00**

After more than a century of isolation, the paths between stars are again open and the people of Alta in contact with their sister colony on Sandar. The opening of the foldlines has not been the unmixed blessing the Altans had supposed, however.

For the reestablishment of interstellar travel has brought with it news of the Ryall, an alien race whose goal is the extermination of humanity. If they are to avoid defeat at the hands of the aliens, Alta must seek out the military might of Earth. However, to reach Earth requires them to dive into the heart of a supernova.

### **5. Antares Victory – First Time in Print – US\$7.00**

After a century of warfare, humanity finally discovered the Achilles heel of the Ryall, their xenophobic reptilian foe. Spica – Alpha Virginis – is the key star system in enemy space. It is the hub through which all Ryall starships must pass, and if humanity can only capture and hold it, they will strangle the Ryall war machine and end their threat to humankind forever.

It all seemed so simple in the computer simulations: Advance by stealth, attack without warning, strike swiftly with overwhelming power. Unfortunately, conquering the Ryall proves the easy part. With the key to victory in hand, Richard and Bethany Drake discover that they must also conquer human nature if they are to bring down the alien foe ...

### **6. Thunderstrike! - US\$6.00**

The new comet found near Jupiter was an incredible treasure trove of water ice and rock. Immediately, the water-starved Luna Republic and the Sierra Corporation, a leader in asteroid mining, were squabbling over rights to the new resource. However, all thoughts of profit and fame were abandoned when a scientific expedition discovered that the comet's trajectory placed it on a collision course with Earth!

As scientists struggled to find a way to alter the comet's course, world leaders tried desperately to restrain mass panic, and two lovers quarreled over the direction the comet was to take, all Earth waited to see if humanity had any future at all...

## 7. The Clouds of Saturn - US\$5.00

When the sun flared out of control and boiled Earth's oceans, humanity took refuge in a place that few would have predicted. In the greatest migration in history, the entire human race took up residence among the towering clouds and deep clear-air canyons of Saturn's upper atmosphere. Having survived the traitor star, they returned to the all-too-human tradition of internecine strife. The new city-states of Saturn began to resemble those of ancient Greece, with one group of cities taking on the role of militaristic Sparta...

## 8. The Sails of Tau Ceti – US\$5.00

*Starhopper* was humanity's first interstellar probe. It was designed to search for intelligent life beyond the solar system. Before it could be launched, however, intelligent life found Earth. The discovery of an alien light sail inbound at the edge of the solar system generated considerable excitement in scientific circles. With the interstellar probe nearing completion, it gave scientists the opportunity to launch an expedition to meet the aliens while they were still in space. The second surprise came when *Starhopper's* crew boarded the alien craft. They found beings that, despite their alien physiques, were surprisingly compatible with humans. That two species so similar could have evolved a mere twelve light years from one another seemed too coincidental to be true.

One human being soon discovered that coincidence had nothing to do with it...

## 9. Gibraltar Earth – First Time in Print — \$6.00

It is the 24th Century and humanity is just gaining a toehold out among the stars. Stellar Survey Starship *Magellan* is exploring the New Eden system when they encounter two alien spacecraft. When the encounter is over, the score is one human scout ship and one alien aggressor destroyed. In exploring the wreck of the second alien ship, spacers discover a survivor with a fantastic story.

The alien comes from a million-star Galactic Empire ruled over by a mysterious race known as the Broa. These overlords are the masters of this region of the galaxy and they allow no competitors. This news presents Earth's rulers with a problem. As yet, the Broa are ignorant of humanity's existence. Does the human race retreat to its one small world, quaking in fear that the Broa will eventually discover Earth? Or do they take a more aggressive approach?

Whatever they do, they must do it quickly! Time is running out for the human race...

## 10. Gibraltar Sun – First Time in Print — \$7.00

The expedition to the Crab Nebula has returned to Earth and the news is not good. Out among the stars, a million systems have fallen under Broan domination, the fate awaiting Earth should the Broa ever learn of its existence. The problem would seem to allow but three responses: submit meekly to slavery, fight and risk extermination, or hide and pray the Broa remain ignorant of humankind for at least a few more generations. Are the hairless apes of Sol III finally faced with a problem for which there is no acceptable solution?

While politicians argue, Mark Rykand and Lisa Arden risk everything to spy on the all-powerful enemy that is beginning to wonder at the appearance of mysterious bipeds in their midst...

### **11. Gridlock and Other Stories - US\$5.00**

Where would you visit if you invented a time machine, but could not steer it? What if you went out for a six-pack of beer and never came back? If you think nuclear power is dangerous, you should try black holes as an energy source — or even scarier, solar energy! Visit the many worlds of Michael McCollum. I guarantee that you will be surprised!

## Non-Fiction Books

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### **12. The Art of Writing, Volume I - US\$10.00**

Have you missed any of the articles in the Art of Writing Series? No problem. The first sixteen articles (October, 1996-December, 1997) have been collected into a book-length work of more than 72,000 words. Now you can learn about character, conflict, plot, pacing, dialogue, and the business of writing, all in one document.

### **13. The Art of Writing, Volume II - US\$10.00**

This collection covers the Art of Writing articles published during 1998. The book is 62,000 words in length and builds on the foundation of knowledge provided by Volume I of this popular series.

### **14. The Art of Science Fiction, Volume I - US\$10.00**

Have you missed any of the articles in the Art of Science Fiction Series? No problem. The first sixteen articles (October, 1996-December, 1997) have been collected into a book-length work of more than 70,000 words. Learn about science fiction techniques and technologies, including starships, time machines, and rocket propulsion. Tour the Solar System and learn astronomy from the science fiction writer's viewpoint. We don't care where the stars appear in the terrestrial sky. We want to know their true positions in space. If you are planning to write an interstellar romance, brushing up on your astronomy may be just what you need.

### **15. The Art of Science Fiction, Volume II - US\$10.00**

This collection covers the *Art of Science Fiction* articles published during 1998. The book is 67,000 words in length and builds on the foundation of knowledge provided by Volume I of this popular series.

## **16. The Astrogator's Handbook – Expanded Edition and Deluxe Editions**

The Astrogator's Handbook has been very popular on Sci Fi – Arizona. The handbook has star maps that show science fiction writers where the stars are located in space rather than where they are located in Earth's sky. Because of the popularity, we are expanding the handbook to show nine times as much space and more than ten times as many stars. The expanded handbook includes the positions of 3500 stars as viewed from Polaris on 63 maps. This handbook is a useful resource for every science fiction writer and will appeal to anyone with an interest in astronomy.