

The contracts signed between Machado de Assis and the Garnier brothers / *Os contratos firmados entre Machado de Assis e os irmãos Garnier*

Valdiney Valente Lobato de Castro*

Post-doctoral student in Linguistics, Languages and Arts at the State University of Rio de Janeiro, studying about Machado de Assis' production in nineteenth century journals.

 <https://orcid.org/0000-0002-6704-9218>

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ABSTRACT

Machado de Assis' intellectual production started at the beginning of the second half of the nineteenth century, through the presses of the editor Paula Brito. This relationship of the author with his publishers was built on affective and professional ties, as well shown by his letters. Among these publishers are the Garnier brothers, Baptiste Louis and François Hyppolite. The first one was with whom Machado signed his first contracts and the second one bought, in 1899, the entire and perpetual ownership of the author's works. When signing his contracts, Machado guaranteed a great profit to the publishers, with whom he maintained an advantageous relationship due to his notoriety. The purpose of this study is to analyze these documents to understand how the clauses secure the profit of both parties, favor the quality of the edition and also contribute to the perpetuation of the works, which can broaden the understanding about the relationship between the publisher, the author and the public in the nineteenth-century belletrist world, as well as highlighting the importance of primary sources for the consolidation of national letters.

KEYWORDS: Machado de Assis; Publisher; Contract.

RESUMO

A produção intelectual de Machado de Assis nasceu, no início da segunda metade do século XIX, por meio das prensas do editor Paula Brito. Essa relação do autor com seus editores construiu-se a partir de laços afetivos e profissionais, como bem demonstram suas cartas. Entre esses editores os irmãos Garnier: Baptiste Louis e François Hyppolite merecem destaque, o primeiro por ser com quem o autor assinou seus primeiros contratos e o segundo por comprar, em 1899, a propriedade inteira e perpétua de suas obras. Machado de Assis, ao assinar seus contratos, garantiu um grande lucro aos editores, com quem, graças a sua notoriedade, mantinha uma relação vantajosa. A proposta deste estudo é analisar esses documentos para compreender como as cláusulas afiançam o lucro das duas partes, favorecem a qualidade da edição e, ainda, colaboram para a perpetuação das obras, o que pode ampliar a compreensão acerca da relação entre o editor, o autor e o público no mundo beletrista oitocentista, bem como destacar a importância das fontes primárias para a consolidação das letras nacionais.

PALAVRAS-CHAVE: Machado de Assis; Editor; Contrato.

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 valdineyvalente@hotmail.com

1 Introduction: the publisher, the book and the author.

The nineteenth century was characterized by the prosperity of Brazil, both in the structuring of an independent nation and in the conscience of the Brazilian, who came to perceive himself/herself as a citizen of the world, especially for the advantages that came from opening the ports. Therefore, the nineteenth-century man, seeing the Cidade da Corte flourish at the heart of the country's development, was eagerly trying to immerse himself in this universe of refinement and progress that was raging throughout Europe, especially in France.

In addition to the opening of ports, the freedom of the press, which increased the circulation of books in the country and enabled the distribution of newspapers, represented a knowledge democratization to readers, who took the news published in other countries and in the Brazilian provinces. Since the newspaper is the main vehicle of information at the time, publishers and writers had very unique attributes: while they needed good relationships to edit their works, they acted on a role beyond mere book dealers. The publisher became one of the leading figures in the literature of the time, hence, had contacts with distinguished representatives of the most prominent social circles. Thus, given the power in their hands, publishers were able to influence socially and culturally, as well as contribute to the national identity formation through what they publish in their press.

Among these publishers, Baptiste Louis Garnier will have his name forever etched in the history of the nineteenth-century book edition. Garnier's success is due to his dedication: before him, Brazilian publications had serious problems with typographical errors and long delivery delays. These difficulties were minimized thanks to his care: the material quality was always his great selling strategy and, unlike other publishers, he strictly met the deadline. After arriving in Rio de Janeiro around 1844 and settling his store on the busy Rua do Ouvidor in 1846, the Frenchman gained the attention of the literature intellectuals after the death of Paula Brito in 1861. This careful editorial policy was similar to his brothers' and other booksellers' policies in Paris, the capital of the century, with which Garnier never lost touch. Maria de Lourdes Lima Santos (1985) highlights this experience of the French publishers when they arrived in Portugal. She reveals about how careless Portuguese publications were, with many typographical errors and printed on an inferior paper, which made the business susceptible to French publications.

To improve the quality of his publications, Garnier had proofreaders and translators in Brazil and France. Lúcia Granja (2013), when analyzing receipts and contracts, highlighted these bookseller relationships with professionals in the French capital. In addition to attention to the

materiality of the work, the Frenchman was distinguished by the legitimacy of the agreements through contracts and receipts, being the first to guarantee this right to Brazilian writers:

Garnier was also the first Brazilian publisher to pay copyright. (...) Authors were also very well paid when considering the standards of the time, even at the international level. The contracts signed with José de Alencar, from August 1863, guaranteed about 10% of the cover price to him, paid in advance, an unusual practice for the time. At first, they adjusted the second and third editions of *O Guarani*, for which the publisher paid 750\$000. A month later, they signed a contract to reissue several sold-out works by Alencar. The payment would increase as Alencar's prestige and sales success increased. A new edition of *Diva*, whose contract was signed in May 1870, was 800\$000 (MACHADO, 1946, p.81-82, free translation).

Although the analysis of some contracts reveals that these documents were often unfavorable for many writers, as Lajolo and Zilberman (1996) indicate, it is necessary to consider, in the quotation, the advances that Garnier's contracts have brought to writers. The contractual clauses were likely built to avoid some process, because the right to literary property, established in Portugal in 1844, was not yet defined in Brazil, which only in 1894 would begin to be regulated.

These contracts were built differently, as Lajolo and Zilberman (2001) state: there are agreements in which all costs are borne by the publisher and there are those in which the writer covers the expenses for his work editing. This distinction probably results from the choices of the experienced Frenchman who denied to publish unknown artists, but signed contracts with popular authors such as Alencar, Macedo and Machado.

The bookseller was known for not releasing anyone's first book, but also for the most exquisite editions on the market. However, due to competition with foreign books that abounded on the streets of Rio de Janeiro, with very affordable values, Garnier launches, in 1873, the Library of Algibeira, with books that could fit in the pockets of readers. This innovation, as Alessandra El Far (2004) indicates, even away from the luxury publications commonly edited by the house, generated considerable income for the publisher.

Many aspects favored the public's preference for the Garnier house editions: good material quality guaranteed by the French market, care for the delivery time and exquisite translation. All this effort was necessary, because there was a flood of books for all tastes and at various prices on the market: works by national and foreign authors, on many subjects and with bindings ranging from the most economic to the most luxurious, similar to the Garnier house ones, with beautiful prints, excellent paper quality and well-groomed bindings, worthy of being bought for gifts.

Even with this variety, the books were still not accessible to everyone. The cheapest books, with inferior editions, cost about one to two thousand réis in the 1870s, as noted in advertisements in various newspapers of the time. Ubiratan Machado (1946) compares this value with what a seamstress received for making a dress, about 5,000 réis, in the late 1850s. Alessandra El Far (2010) mentions the daily rate of a poor, unskilled worker, 1,400 réis. Thus, for the poorest, even the most popular editions were only accessible with difficulty.

Given the limited purchasing power of most of the consumer public, it is understandable why it was very detrimental to the publisher to risk covering the costs of an edition and to have the book stranded on shelves. Selling was necessary. Therefore, Garnier, besides being careful with the edition, started sales strategies: he was one of the first to exhibit books in shop windows, to launch prizes in the newspapers to attract subscribers and to distribute books to circulate in other provinces and France.

All of Garnier's diligent work generated him a reasonable profit. Eliana Regina Dutra (1999) states that when he died on October 1, 1893, the bookseller left a fortune of 7,000 contos de réis to his brother Hyppolyte, who also inherited Garnier's business, but since he lived in France, the direct negotiations were dealt with Julien Lansac.

This large inherited sum is the result of the bookseller's dedicated work both on the quality of the material he made available to the public to ensure the sale, and on the contacts he established with the writers who saw in the Garnier Bookstore presses a status symbol. These relationships made Garnier the foremost bookseller of the nineteenth century, not only because he published, neatly, 665 titles by Brazilian authors in the nearly five decades he was in Brazil (HALLEWELL, 1985), but also because he had invested in national production, which is revealed by the contracts signed with the Brazilian writers.

2 Contracts with Baptiste Louis Garnier

The first contract signed by Machado de Assis and Baptiste Louis Garnier was on July 26, 1864 for the release of *Crisálidas*. It was a simple document with only three clauses, in which the author received 150 réis for each copy that the publisher had printed of the work, not only of the first edition, but of all other released editions. Similarly, on May 11, 1869, Machado signed a new contract, this time for two works: *Contos Fluminenses* and *Falenas* and received the value of 200 réis per copy. In this contract, unlike the previous one, it is indicated that a thousand copies

of each work will be published in the first edition, and the printing of the following editions as the publisher seems appropriate.

The newspapers of the time promoted the collection sold at 3,000 réis, which generated a 6% profit for the writer for each copy. Although it seemed a low value, this percentage was high compared to Garnier's policy of negotiating with other writers, but comparing to the contract established for the sale of *Crisálidas* five years earlier, it is clear that the writer's profit was the same. Lucia Granja (2013), when contrasting both contracts, emphasized how unfavorable these documents were to the author, because in case of other editions, the profit would still be the same for the author, regardless of the year they were released.

In the same year, 1869, on September 30, Machado signed a new contract with Garnier, in which he stated:

1st Joaquim Maria Machado de Assis sells to BL Garnier full and complete ownership not only of the first edition but of all the editions of his three works *Ressureição*, *O Manuscrito do Licenciado Gaspar* and *Histórias da meia noite* for the amount of four hundred thousand réis (RS400\$000) for each edition made of these works.

2nd If one or the other edition of these works sells out before the others, the publisher shall have the right to have it reprinted, paying the author the third part of the amount mentioned above, in Article 1.

3rd The payment of the first edition of these three works will be made upon the signing of this contract and the others on the day each edition is offered for sale.

4th The author will hand the manuscript of *Ressureição* to the publisher until mid-November of this year and the *Manuscrito do Licenciado Gaspar* until mid-March 1870 and *Histórias da Meia Noite* until the end of 1870. (CONTRATO, ABL, 30.09.1869, *free translation*).

Contrary to the previous contracts, which budgeted the amount paid to the author for each printed copy, this one foresees the closed value of 400,000 réis for the edition of the three works, which, obviously, favors the publisher, because with the first anthology only, Machado received 200,000 réis. Since the *Histórias da Meia Noite* collection was announced, worth 4,000 réis, if a thousand copies were printed in the first edition, Machado would have a profit of only 3.3%, quite below what his previous anthology had yielded.

Garnier, wisely knowing that other editions would be printed, signed the contract already anticipating to profit from them. In addition, the contract also added the delivery of *Ressureição* until the end of 1869, a date that was probably postponed, since the novel was not published until 1872, even it was quoted in *Advertência* of *Histórias da Meia-Noite*. Another significant fact in the contract is the reference to *Manuscrito do Licenciado Gaspar*, which Machado failed to comply.

The second anthology of Machado's short stories was paid in September 1869, expected to be delivered by the end of 1870, but it was published in November 1873. As Machado, in May (just months earlier), had already received for the sale of *Contos Fluminenses* and *Phalenas*, and on November 12, he got married to Carolina, Lucia Miguel Pereira (1955) considers that the author probably needed money to organize the announced marriage, thus he sold works still in preparation to the publisher.

This deduction of the researcher gains consistency also when observing the increase in the author's profit in the contract signed by *Helena*, in April 1876: he received 600,000 réis for the edition of 1,500 copies. While in previous works Machado earned a maximum of 200 réis per copy, in this novel he profited twice as much. However, this increase is not a indication that the contracts were more favorable to the author, since the last clause of this document ensured that Machado could not release a new edition of the work until all available copies were sold out, unless the author purchased them through the author for the retail price.

The value has possibly increased because the work is a novel, even though it had already appeared in the pages of the newspaper *O Globo*, that is, it was already known by readers. Alexandra Pinheiro, who has dwelled on the French publisher contracts, considers:

The remuneration changed according to the type of book published and sometimes according to the author. Two books by Machado de Assis can be a good example. In 1881, he received 600\$000 thousand réis for the publication of 470 copies of *Memórias Póstumas de Brás Cubas*, and in 1882, he received 950\$000 thousand réis for the edition of *Papéis Avulsos* with a circulation of 950 copies. (PINHEIRO, 2007, p. 178, free translation).

With the novel the profit was greater, even *Memórias Póstumas* having already circulated a year earlier in the pages *Revista Brasileira*, it generated more income to the author than *Papéis Avulsos*. However, when analyzing the contract of the novel *Quincas Borba*, which originally circulated in *A Estação* from 1886 to 1891, the profit was not so favorable: signed on October 17, 1891, the contract marked the payment of 600,000 réis for the publication of a thousand copies.

It is quite true that the amount received is the same as that value of the 1881 novel and, compared with previous contracts signed with the French publisher, it was one of the highest values. However, this value, given the number of copies, is less than what he earned from *Memórias Póstumas*, even though it was signed ten years later and is a larger work.

After the death of Baptiste Louis, Machado began to negotiate with his brother François Hippolyte, who, in addition to unpublished publications, launched new editions of the author's

works, but the contracts that ensured these titles differ greatly from those signed with his brother in Brazil, both by the number of clauses and by the requirements of the parties.

3 Contracts with François Hippolyte Garnier

A The contracts signed with François Hippolyte were more formal than the Baptiste Louis ones. While Baptiste's only started by quoting the names of the author and publisher, the new ones carried a header with the address of interested parties and the name of the French landowner representative in Brazil, Julien Lansac. Contracts signed with the new publisher were generally longer, except for reprint editions, which were more succinct.

Two of these contracts, signed on June 17, 1896, refer to the second edition of *Quincas Borba* and the third edition of *Memórias Póstumas de Brás Cubas*. In both, the agreement established the value of 250,000 réis for a circulation of 100,000 copies, that is, Machado earned 227 réis for each printed book. This amount, was a little higher than what the author received about thirty years before, for an unpublished copy, and considering the advertised value for sale, as well as the excellent demand for Machado's works, the amount agreed was disadvantageous to the writer.

In these two contracts, a clause obliged the author not to publish another edition before the agreed circulation was sold out, and a last condition in which the publisher was responsible for offering the book up for sale within a maximum of one year. The following year, in 1897, when both signed a contract for the second edition of *Iaiá Garcia* with the same circulation and the same amount paid to the author, this last clause was removed.

On August 7, 1900, Machado signed a contract selling the book *Poesias Completas*, composed of the books: *Crisálidas*, *Falenas*, *Americanas* and *Ocidentais*, for the value of 800,000 réis. Under this agreement, the entire and perpetual ownership of the work was sold, and Machado was obliged to: “make in subsequent editions of the aforementioned work all modifications deemed necessary, as well as to review the proofs of each edition, without being entitled to remuneration for these works.”

This clause is far from being an unfavorable obligation to Machado. A year earlier, Garnier house had released a second edition of *Contos Fluminenses*, which was unpleasant to the author. In a letter to Magalhães de Azeredo, dated July 28, 1899, he stated: “Garnier house has recently reprinted one of my oldest books, *Contos Fluminenses* without my having reviewed

the work, and (I believe by mistake) without warning, and without noticing that it was a new edition. That is the reason why I will not send you a copy” (ASSIS, 2011, p. 395, *free translation*).

In the archives of the Brazilian Academy of Letters, there is an undated letter from Machado de Assis to Julien Lansac, Hippolyte's manager in Brazil, in which the author complains:

As for the *Contos Fluminenses*, I have already told you that there must have been some mistake, because I do not remember receiving any communication about it; Reprinting this first volume of novels (dating from 1870) would naturally require revision, not to alter its shape or background, but ultimately to prevent the reproduction of some stylistic errors. We have already talked about the absence of the "New Edition" note in this volume, which without it is supposed to be old, and you promised me to write to Mr. Garnier. (ASSIS, 2011, p. 417, *free translation*).

The letter to his friend Magalhães de Azeredo is probably before this one, because in a letter from Hippolyte to Machado from October 8, 1899, he affirms: “I take this opportunity to announce that *Contos Fluminenses* is sold out and that I will proceed to its reprint. I will be careful that the mentions of the *Brazilian Academy* and *New edition* are not absent, as occurred by occasion on the previous edition.” (ASSIS, 2011, p. 417, *free translation*) Hence, the clause was, very likely, a requirement of the author himself, concerned with the quality of the texts that would be eternal in these editions, which is also noted in Machado's demand to relate his production to the Academy, in order to give the work a institutional consecration.

In addition to these re-editions, Hippolyte published some unpublished pieces such as *Memorial de Aires*, by agreement signed on July 5, 1907, and *Relíquias da Casa Velha*, signed on March 11, 1905. These contracts are longer, all have five clauses. In both cases, the amount paid for the entire and perpetual property was one *conto* and five hundred thousand réis. In addition to these provisions and regarding the revision of the proofs of edition by the author, two other clauses were added: Machado could not publish another work with the same subject or title, and he also renounced any and all rights granted by the Brazilian law to authors. Thus, the publisher protected himself from a possible lawsuit filed by the author and prevented the work from coming to light by another publisher with a new title if the author acted in bad faith.

The amount paid for these unpublished items represented the largest sum ever received by the author in the contracts with Garnier house, which is not necessarily advantageous agreement only for Machado, since this amount refers to the perpetual ownership of the work, that is, the publisher could publish as many editions as he wanted. Moreover, Machado, at the beginning of the twentieth century, was already considered the head of Brazilian literature,

enthroned by the presidency of the Brazilian Academy of Letters, so appropriating his works was a guarantee of sure profit.

However, that is not a indication that Machado called the tunes in negotiations with Hippolyte. The anthology *Várias Histórias*, for instance, belonged to the Laemmert house and on March 30, 1902, Machado wrote to the Hippolyte proposing:

I have a volume of novels *Várias Histórias*, whose publisher is Laemmert house. Which has just proposed a second edition to me, pursuant to clause 5 of our contract, that is, it would have the preference, on equal terms. Since your house owns my other books, I want it to be yours too. I therefore propose to you the usual conditions and the price of one *conto* and two hundred thousand réis. I ask Mr. Lansac to send you a copy of the work. (ASSIS, 2012, p. 127, *free translation*).

The 1903 edition, already by the Garnier house of Paris, occurred by contract signed on May 27, 1902, but the amount paid to Machado was a conto de réis. Machado may have agreed to reduce the amount he had proposed by 200 réis, since he had already sold much of his work to the Frenchman, because he knew Garnier's house quality and wanted to ensure the immortality of his work.

Final considerations

For almost half a century Machado de Assis has been in business with the Garnier house, renowned for its careful work and luxury editions. This contact resulted in the house's possession of the author's work, that way Machado knew that his books would be made public by the best presses. This relationship, while benefiting the quality of the edition, also resulted in some losses to the author, because the values stipulated in the contracts, as it turned out, were not always worthy of the talent of his pen.

In the analysis of these agreements, the values were accounted for from the number of copies of each edition. However, in the 1860s, Machado earned 200 réis for each copy of an unpublished book and in the 1890s he earned 227 réis for a reprinted book. In addition to the thirty-year difference between one contract and the other, it is necessary to compare the amount paid to the author with the value of the sale of the book. On the pages of *Jornal do Comercio*, in the 1890s, the reprinted books were sold for 5,000 réis, and even in auction advertisements, these works reached 4,000. Thus, the proportionality between the increase in publisher profit was not extended to the amount paid to the author.

Machado's will, signed in 1906, stated that the author had twelve public debt policies, each worth a conto de réis, money deposited in checking account, and various amounts collected from Caixa Econômica. This is not a modest amount for a nineteenth-century author, which is accentuated by comparing the amounts agreed with Machado in the contracts with the amounts paid to other authors: the difference is evident, possibly from the long-standing relationship with the Garnier house which begun since the publication of the *Jornal das Famílias* (1863-1878) and by the name of Machado in the Brazilian literature, which certainly ensured interest in his books.

Therefore the interest of the publisher in perpetually appropriating the work and for this purpose agrees in the contracts that the author renounces his rights to his books. At that time, the author's moral rights over the work, which recognize the writer's fatherhood over his writings, were not legally established, which makes them inseparable from the author, since they are considered attributes of his personality.

As for the contractual clause on the review of the work, without any payment to the author, this agreement comes from Machado's own concern. In analyzing the letters exchanged between Julien Lansac and the author, it is remarkable how much he, who had previously worked as proofreader for Paula Brito, was attentive to the materiality of the work, so concerns with the size of the letter, the quality of the paper, and the binding are quite prominent. These demands are made possible by the author's long relationship with the Garnier house, because unlike many writers, Machado easily published his writings, thanks to the relationships built since the 1850s with the Rio de Janeiro's letters world, in which he emerged and, through his, consecrated himself.

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