

Janet Frame Memorial Lecture

Written and delivered by Joan Rosier-Jones, President of Honour of New Zealand Society of Authors (PEN NZ Inc) 2016-2017

I am indeed honoured to be the New Zealand Society of Author's President of Honour and to be able to present the lecture in memory of our literary taonga, Janet Frame.

The aim of the lecture is to deliver an overview of the 'state of the nation' for literature and writing in New Zealand, and for the reading public to have a greater understanding of what it means to be a writer in this country. The title of my address this afternoon is 'Writers – an endangered species.' There are many ways in which authors are endangered, not the least in the areas of contracts and copyright. I also want to speak about the Society of Authors, whose vigilance in such matters is helping writers stay alive. In my life as a writer, the Society and issues like copyright and contracts are closely interwoven, so in order to consider where we are today, we need some historical background.

In 1987 I became a member of the Auckland Branch of PEN, as it was then known. Meetings were held on the first Friday of the month, in the staff common-room of Auckland University's English Department, and it was with some trepidation that I first attended. C.K. Stead was in the Chair, and other literary luminaries including Kevin Ireland and Michael King were sitting in a circle, discussing the issues and drinking wine. The wonderfully welcoming Bernard Brown, poet and raconteur, was also there. He poured the wine, of which there was plenty and danced attendance on me as a newcomer.

I felt warmly welcomed enough to return. I really had no idea what the discussion was about at that first meeting, but I knew meeting protocol. I looked at Karl Stead as he put forward a notice of motion and thought, I could do that. As there was only one other woman present, it didn't seem likely in that strongly male domain, but it was a thought that would bear fruit some

years later. Through all those years Bernard Brown poured the wine and made newcomers welcome at Auckland Branch meetings, as he continues to do. They have much to thank him for.

I attended meetings regularly and gradually came to understand the issues. Some have changed little. A journalist had been banned from somewhere in the Pacific. In June of this year, Radio New Zealand's Barbara Dreaver, was banned from Fiji. Some were a little different. What should a competition judge earn for their efforts? We now have guidelines for that. Someone's remaindered books had been pulped. Our booklet, 'The Business of Writing' has pretty well taken care of that. At that time, too, the Queen Elizabeth II Arts Council was canvassing support for a new crown entity to be called Creative New Zealand. The discussion around that topic was robust, but then Auckland Branch has always had a reputation for vigorous debate.

A couple of years later Trixie Te Arama Menzies who was the current secretary asked me if I would replace her when she resigned. 'You seem like a sensible person,' she said. I don't know what she thought about the rest of the assembly, but I accepted. John Cranna was the branch chair by then, and when he finally stood down, I became the first female chair of the Auckland Branch, and as such was an ad hoc member of National Council, the governing body of the Society.

It was a difficult time for the organisation because we were transitioning from PEN New Zealand to a society of authors. It was important that we did this, because we fulfilled the complete role of a society, but only aspects of a PEN. PEN, or as Karl Stead correctly refers to it, P.E.N. stands for poets, playwrights, editors, essayists and novelists, but includes non-fiction authors, short story writers and journalists. It is an international organisation, committed to freedom of expression and support for imprisoned writers. Founded in London in 1921 it is both the oldest human rights organisation and the oldest international literary organisation in the world.

A society of authors is concerned with protecting writers' incomes and the conditions under which they work, including fair contracts, of which we will hear more later. Within the Auckland Branch, and elsewhere, there were ardent members on both side of the name-change fence, and on the evening

of my first meeting as Chair we were to ratify the change as a branch. I was petrified. All the Big Guns were there, and the discussion became animated. Two of the Guns, Michael King and Maurice Shadbolt, who are now sadly no longer with us, leapt up and raised their fists at each other. A bar-room brawl was about to ensue. My early working life had been spent as a school teacher and luckily the school marm in me took over, and I shouted above the uproar, 'I will not tolerate this behaviour!' The two men stopped, looked at me astonished, and sat down. I was greatly relieved, but after that for some time, I woke up on the first Friday of every month with a feeling of dread in the pit of my stomach, not always an unfounded concern.

In spite of that, becoming the Chair of the branch was one of the best things I have ever done. It immersed me in the politics of being a writer, and that was almost as fascinating as writing itself. .

Copyright legislation

In 1994 New Zealand's long-awaited overhaul of copyright legislation was under discussion. Previously copyright issues had been governed under an outdated Act of 1913, plus several international conventions. There were two main issues for the Society in the months preceding the formulation of the bill. The first was the introduction of moral rights, and the second, the ownership of Copyright Licensing Limited.

Moral rights for creatives had been around for some time in England, Australia and Canada. The Ministry of Justice under whose umbrella the Copyright legislation sat at that time, asked the Society of Authors to submit something workable for New Zealand. We were given copies of the English, Australian and Canadian legislation, and a small committee including myself worked together adapting the models to suit local conditions.

There are two moral rights – the right to attribution and the right to the integrity of the work. Unlike copyright which applies automatically, moral rights are not assumed. They must be asserted. Many publishers, even today, nearly a quarter of a century later, only assert a single right, without stating which one. You will see on the copyright page of many books that the moral

right, singular, of the author has been asserted. It can only be assumed that the right being asserted is the right to attribution, although that is open to conjecture.

Attribution means that whenever the work is used or quoted the author must be named. As an example - prior to the legislation being passed, and even after that for some time, certain announcers promoting an upcoming reading would say, 'At two-fifteen we have 'Forbidden' read by Mary Smith. No mention of the author without whom Mary would have nothing to read. Gradually, though, authors have come to be acknowledged as a matter of course.

The right to integrity in the work is a bit more complex. Many publishers are afraid that if the author asserts that right they, the publishers, will not be able to edit the work. But this right need only be asserted once the book is in print. When it is, it means that nobody can cut and paste or alter the work. An example used in the Canadian legislation involved the visual arts, but it neatly describes the right to integrity. A sculptor had created a snow goose to be hung from the ceiling of a shopping mall. One Christmas it was draped with tinsel and the artist, asserting his moral right to the integrity of the work, said he had never intended it to be decorated with tinsel and the decoration came down.

The Society of Authors suggestions for the New Zealand moral rights legislation were readily adopted, but the issue of Copyright Licensing was a different matter. It is possible to set up a licensing agency to monitor photocopying, and more recently, digital use, and to collect a fee on the copyright owners' behalf. In New Zealand the Publishers' Association established a licensing agency, now known as Copyright Licensing New Zealand. In 1994 they had a number of important licensees and the revenue collected was divided on a fifty/fifty basis between publishers and authors. This was a good thing, because it meant that writers were being compensated for the use of their work in places like educational institutions. In Australia a licensing agency was set up by the Society of Authors, who invited the publishers to join them, whereas in New Zealand authors had no say in the running of an organisation which was acting on their behalf.

Gordon McLauchlan, as President, rode into battle. He pointed out to the Minister, Douglas Graham, that the attitude of the publishers, who were resisting change, was paternalistic. Writers were mature enough to jointly handle these affairs. The upshot was that when the legislation was passed the New Zealand Society of Authors became partners with the Publishers Association, firstly on a 40/60 basis, and some time later on a 50/50 basis. Gordon and I were the first author directors on the Board and the world did not fall apart for the Publishers, as some feared. We alternated Chairpersons, with Gordon being the first NZSA member to take the Chair.

It needs to be pointed out that as a collection agency, CLNZ keeps administration costs to a minimum and the bulk of the money goes to the rights holders. Nonetheless, because publishers have multiple books in the scheme and authors many fewer, it was suggested that an award be established for non-fiction writers, to create some sort of balance. This was done and the awards are still available today. I am pleased to say, that currently NZSA member, Vanda Symons is Chair of CLNZ, and she announced the winner of this year's awards, Dunedin author, Neville Peat, at the Writers' Forum.

One more point in that 1994 legislation needed the Society's attention. Traditionally author contracts stated that they would waive royalty rights due from the use of their work as talking books for the blind. The Blind Foundation weighed in, asking that the new legislation make this compulsory. As it was pointed out, only one author had ever failed to accept that clause, and it was somewhat insulting to our integrity to enshrine the custom in law. Sadly we lost that skirmish, and under Section #69 of the Act writers were forced, by law, to do what they had previously done gladly and voluntarily.

This has become increasingly galling as The Blind Foundation now has their audio books for sale on Amazon. This was never the intention of the clause and it contravenes the Marakesh Treaty for visually impaired people to which New Zealand is a signatory. This states that works such as talking books should be for exclusive use by visually impaired persons, distributed by non-commercial entities, and shared on a non-profit basis. Negotiations are on-going with that one.

The 2011 amendments to the Copyright Act were to meet the demands of the digital age. In this the 'three strikes law' was enacted. The copyright owner notifies the Internet Service Provider of suspected infringement and the ISP sends the alleged infringer a warning. Only after this has occurred three times can a case go to the Copyright Tribunal. This, however, is of limited value to copyright owners who must police the use of their works and pay to take action against infringers. Illegal downloading has not been eliminated.

Copyright length

Copyright in a work, published or unpublished, remains with the author, unless they sell it outright, which often happens in the case of academic writers. What the publisher owns for the duration of the contract is the right to publish and, in perpetuity, the rights in the design for the text and cover of their edition.

Currently in New Zealand copyright remains with the estate for 50 years after the death of the originator. This is good for the beneficiaries of the estate, especially if the work is still in print, or attracting retro attention. England went from 50 to 70 years when they joined the European Union, and there is the lovely story of George Bernard Shaw who left a third of his estate to the National Art Gallery of Ireland, which he called 'The cherished asylum of my boyhood.' Initially, the legacy was not huge; possibly more of a burden than a bounty. That is, until Hollywood made 'Pygmalion' into 'My Fair Lady'. The gallery is now richly endowed, in a way it would not have been if the copyright in Shaw's works had ended with his death. Sadly for the Irish Gallery, the legacy has almost expired. The 70 year period finishes in 2020.

If the period in New Zealand is extended to 70 years, as could happen under the Trans Pacific Partnership, the down side is that writers and other researchers have to wait a further twenty years before some works are freely available. On the positive side it would put New Zealand in line with the other major players, but that would basically be a commercial imperative.

A final word on copyright. The Copyright Council was established in November 1983 to advocate for copyright holders across the creative spectrum. Recently the council changed its somewhat authoritative name to WeCreate which more accurately describes who the constituents are - writers, musicians, film and television makers, photographers and visual artists to name but a few. Authors are represented by the Society's CEO, Jackie Dennis.

WeCreate have put together some interesting figures. Creative industries employ a total of over 40,000 people, and their contribution to the New Zealand economy is nearly four billion dollars. In fact, they produce more overseas funds for the country than the wine industry, and yet wine producers get much more support for their endeavours than creatives do. Of course

writers are amongst those who contribute. Not only are many writers translated, read and appreciated around the world, most of New Zealand's best-loved and internationally acclaimed films are adapted from New Zealand books, both fiction and non-fiction. Think of the storm Janet Frame's autobiography made, as the movie, 'An Angel at my Table'. I was in London at the time of its release and everyone was talking about it.

Contracts

The Society of Authors has a series of booklets and resources advising writers on several issues. One of the most popular booklets is 'The Business of Writing' which takes a standard contract, explains each clause in plain English and suggests areas for negotiation.

I have to admit that I signed my first three contracts without reading them properly. I trusted the publisher implicitly. Well, not exactly the publishing house, but the publisher in the person of Bert Hingley.

Just prior to writing my first published novel, I had attended a writing course with Michael King. On one occasion he brought Bert Hingley, publishing editor of Hodder & Stoughton, along to talk. Bert was so friendly and approachable that I decided I would try him with a novel I had previously written. He read it and rejected it, but said he would be happy to see more of my work. It's alright for him, I thought, he makes it sound easy. But, as F. Scott Fitzgerald said, 'A writer, not writing is practically a maniac within themselves.' I could hardly call myself a writer at that stage, but it was what I was determined to BE, and that is why I began work on 'Cast Two Shadows'.

With the manuscript complete I sent it off to Bert Hingley, who accepted it. Bert was responsible for the renaissance in New Zealand fiction, and in particular the work of women in what, until then, had been predominantly male arena. He published the two iconic novels of that period, Sue McCauley's 'Other Halves' and the Booker Prize winning 'The Bone People' by Keri Hulme.

He was a stalwart supporter of New Zealand writers and writing, and provided the last of that great tradition, the literary lunch. I was giddy with excitement

when I had my first lunch with Bert. He had just accepted my novel and our lunch lasted five hours. I must admit to being even giddier at the end of that. Bert Hingley was a great loss to the country when Hodder & Stoughton transferred him to Sydney.

Those first contracts of mine were as fair as any contract around at the time, although as I became more involved in the politics of being a writer, I came to see possible pitfalls which could be clarified or modified. We'll look at these in the historical context and compare them with some contemporary contracts.

The first possibly contentious clause pertains to the territories which the contract covers, and it is a rare contract which does not cover world rights. There are New Zealand authors who do have their work widely translated, but they are a minority. For most they sign away the rights and the publisher sits on them. I had a student who wrote a book in the mental health genre. She was visiting her publisher one day and had an idle glance at the mail on top of her folder. It was a letter requesting an English edition of her book. When she mentioned this, the publisher said, 'All the mental health services in England are different, it wouldn't work. 'But,' she said, 'I can research and adapt that. At least let's give it a go.' They did and the author ended up with a fine English edition which sold very well.

Today, if an author sells the digital rights, the book will automatically have worldwide coverage, but that does not guarantee worldwide sales and translations. It is useful for an author to ask the publisher what their intentions are in using international rights.

In those early days a contract was valid until the book became out of print. Nowadays it is advisable to sell whatever rights can be negotiated for a finite period. Three to five years gives a publisher enough time to exploit the material, and the contract can be renegotiated if both sides are happy with the way things have gone. It is not advisable any more to have rights available to the publisher until the work goes out of print, because the new print on demand technically means the work need never be out of print.

Authors usually accept the clause which states that publishers have the final say on all matters to do with production. After all, the publishers are the ones who know the business. Nonetheless, this can sometimes result in

disappointment for the author, and the contract should always state, 'with consultation'. One novelist I know was disappointed by the smallness of the font. It probably saved on production costs. Another was unhappy with the illustrations for a picture book, and I was disappointed by the cover for 'Cast Two Shadows'. The character was depicted on the cover which in my mind should not be done, and she was less attractive than my protagonist. I did mention this, but was told it could be costly to change, and it was my first publication. Who was I to complain?

One of the biggest issues is the royalties. A normal royalty used to be 10% of the recommended retail price, with an increase over a certain number of sales. I can't imagine J K Rowley accepting 10% of the millions of dollars her work has generated for Bloomsbury. By this time, I imagine, the royalty is reversed. A contract that does not have an escalating royalty scale could result in huge losses for the author.

Considering this 10%, applied to the retail price, is minus GST, and that the print run would be between 1,500 and 3,000, it is not a great deal of money, given the time spent writing and researching. But to make matters worse, booksellers began to squeeze publishers for a larger and larger piece of the pie and at this point publishers instituted contracts with a percentage of the nett price received by them, rather than the Recommended Retail Price. For this percentage to equal 10% of RRP, it needs to be 17.5% of nett.

Whitcoulls invariably want up to 50% off the RRP and also sometimes dictate whether a book should be published or not. Publishers approach them with the idea and if the largest bookseller in the country says, no, they won't stock it, the publisher is naturally reluctant to take the risk.

Nowadays, depending on the publisher the percentage can be as low as 8 or 9% of nett which is niggardly.

Payment for subsidiary rights such as broadcast, film and merchandising can also be contentious. My first contract had most subsidiary rights split 80/20 in favour of the publisher, a reflection no doubt, of the risk they were taking with a new unknown author. This was reversed in subsequent contracts, but these, too can be negotiated. A friend who worked in the film industry managed to opt out of film rights because he had a much greater chance of using them

himself. A student who wrote and illustrated children's books opted out of the merchandising rights.

When e-books first appeared on the scene the Society advised members to make those rights subject to negotiation. Few of us, authors and publishers alike, knew exactly what was involved. Today the e-edition is mostly sold as a matter of course. Some more recent contracts, with a view to the future, have wording to the effect that the rights extend to any form yet to be invented. That is a clause to opt out of!

Most mainstream publishers still print hard stock of their books. Sometimes, contrary to the hopes of author and publisher alike, a book does not sell out and go into reprint. Several copies might remain unsold, and the publisher, with no room left in the warehouse, remaindered them. A good contract has a clause which states that if the books are remaindered, the author has first right to buy them at a nominal price, and that they are given sufficient time to arrange this. Some years ago an author was called on the Friday before Labour weekend, told her books were going to be remaindered and that she had until the following Tuesday to pick them up.

As a result of this, the Society of Authors has advised authors since to have a time period, such as two or three weeks in which to arrange the purchase, and this rider to the clause has been introduced by most mainstream publishers. Worse still was the author whose beautiful art book was pulped without notification. Some publishers prefer to pulp rather than remainder because it looks better from a marketing point of view. Remaindering could demonstrate that they made a bad call. Because of this, the Society recommends that the remaindering clause includes the term 'or pulping' in it.

Another critical clause is the Rights Reversion clause. It is important that, at some point, the rights in the work revert to the author. As long as a contract is for a finite period, rights reversion is not a problem, and with print on demand there are no remaindered copies to dispose of. The reversion clause in earlier contracts stated that if the book was deemed to be out-of-print and the publisher decided not to reprint, after a request from the author, all rights reverted to the author. Today, with sales spread over print and electronic media, a contract requires the author to request an increase in sales. Instead

of a simple, yes or no answer to the reprint request, authors now must wait for sales from all sources to be assessed. This can take as long as twelve months.

A clause found in many contracts, both good and bad is the option for further work. If a book is a raging success the publisher will want to capitalise on that with the next book. On the other hand the author might be wooed by another publisher, or they may have had an unpleasant experience with the first publisher. As one publisher told me – you can drive a bus through that clause. If the relationship between author and publisher has soured, either party can manipulate it. The author can give the publisher a sub-standard manuscript, knowing they will reject it, and the publisher has a right of refusal anyway.

Small publishing houses

I have to confess at this point that I have gone to the other side. I have become involved in Tangerine Publications, a small publishing house. I did this basically to help my students who have written books most worthy of publication, but who cannot break down a mainstream publisher's door to get a foot in. There are fewer publishing houses in New Zealand than there were ten years ago, and they are publishing fewer books. My students aren't the only ones affected. There are many, many books deserving of publication for a variety of reasons, but for most emerging writers there are few options other than self-publishing or approaching one of the plethora of little publishing houses, such as Tangerine, which have popped up all over the place. The best of these have noble intentions, the worst are guilty of scamming. Some of these publishers know what they are doing, but many don't, and problems beset their authors.

The first is the contract. Some of these new contracts are over-simplistic and leave out important issues like moral rights, author's copies and rights reversion. Some don't even pay a royalty and others only pay a royalty after a certain number of sales. Often royalties are paid annually and these are at the low end of the scale. They may only be paid on nett sales, and even worse in some cases, on nett, less publisher's expenses. I imagine there would not be much left after that.

Several contracts are almost impenetrable. They read as if the indie publisher has consulted a lawyer who has no knowledge of the industry and has written a legal document which bears little reference to the real world of writing. One contract with an overseas publisher had a clause which stated that the author would be sued if they brought the company into disrepute. One does have to wonder what preceded that.

Royalties for e-books are in an even worse state. Contrary to popular opinion creating an ebook does not simply require dropping the document into the template. It does need some formatting to be easily read, but by this time the bulk of the work is done and a 10% royalty on an ebook is not fair to the author. Nothing less than 25% is acceptable, and our sister organisation in Australia is adamant that it should be 35%.

There is a further problem for small publishing houses using the 'new' method of print-on-demand – distribution. It would be fair to say that nobody is making much money out of this new age publishing, except the scammers. The chain from writer to reader, once the manuscript is complete is - publication, publicity and distribution. Independent publication is the easy bit. Getting reviews and publicity traction is not so easy. Newspapers and periodicals have not quite caught up with the new age. If it is not available in bookshops throughout the country, they are not interested in publicising it. Fair enough, but what does it take to get a distributor? A large chunk of the RRP. The biggest player in print-on-demand production is Amazon and although the book can seem initially inexpensive, the exchange rate and high postage costs allow little room for the bookseller's percentage and a distributor.

Promotion is often left entirely to the author and contracts state that they must have a social media presence with a Facebook page, a Twitter account and a website. All in their own time and at their own expense. Even mainstream publishers require much more active participation in publicity these days. In the good old days you would receive a list of interviews to be undertaken during the week, or so, of the launch, and then the author could happily get on with their next book. But then there were no sites like GoodReads, no websites, no blogs. The author could happily get on with their next book.

Of course, it is up to the author to decide whether they want to accept a contract or not, but it is so difficult to get published today that any contract is a good contract to some desperate authors. At least they get to see their book in print, and it is under an imprint and not obviously self-published. It is important for new authors to remember that the contract as presented by the publisher is only a starting point. Any contract can be negotiated. The Business of Writing booklet recognises this and includes an essay by Wellington psychotherapy counsellor and author, Rhonda Pritchard, on how to effectively negotiate with publishers. The Society also has a Contract Advisory service

NZSA developments

While all these changes were taking place over the last thirty-odd years, the NZSA has been at the forefront advising authors and publishers on what is fair dealing. Several mainstream publishers have adopted the Society's minimum standards contract. During my presidency, from 1999 to 2001, I saw that we were never going to grow while we operated out of the secretary's home. The secretary at the time was the redoubtable Jenny Jones, herself an author. She did an amazing job, especially given the restrictions of space and time – she worked twenty hours a week from her home, and in that time handled all the administration, secretarial and advocacy work, as well as editing and overseeing the publication of the Society's quarterly, 'New Zealand Author'. It was a massive task for one person, in that amount of time, but Jenny did it. It was clear, though, that we would not be able to grow under those circumstances, so the first task was to find office space, which we did. We engaged someone to help with the administration, in particular membership issues, which relieved Jenny of some of the load.

As so often happens when someone hard working and dedicated leaves a position, they are replaced by two people. In our case when Jenny resigned we replaced her with a fulltime manager, a part-time assistant and an editor for the magazine. As the new Executive Director, Liz Allen, also worked tirelessly to make the Society an effective advocate for authors. Since then the office has shifted several times and the workload expanded exponentially. We now have a Chief Executive Officer, Jackie Dennis, and Operations Manager, Claire Hill,

both paid for working thirty hours a week, but doing much more than that on behalf of writers. It is thanks to them that the Writers' Forum is taking place this weekend. It's hard to imagine the work that has gone into that.

As the society grew in membership and administrative strength we were able to introduce new programmes. On a visit to the Australian Society of Authors, I realised that the range of the NZ society's leaflets was limited. We increased the number over time and with the advent of the Internet, much information on such things as Guidelines for publishing in periodicals, anthology payments, organising a writing event, finding a publisher, ebooks and more, are electronically available. We now have a popular fortnightly e-bulletin which keeps members up-to-date with what is happening in the world of letters.

There is one downside to having so much material available through the Internet, attendance at branch meetings has tended to drop off. Not all members can readily attend a branch meeting, but those who can are urged to do so. This is where collegial connections are made and the solitary writer knows they are not alone.

We have extended membership to 'associates', those writers as yet unpublished, and accordingly the number of programmes has increased. I brought the mentor programme idea back from the Australian Society. This allows emerging writers to have one-on-one guidance from an established author. Manuscript appraisals and assessments, youth and adult mentor programmes have all proved useful to many aspiring writers. The quarterly magazine has flourished and is full of information for all authors.

The society also offers grants, awards and fellowships. One such is the Beatson Fellowship which was established by members Dianne and Peter Beatson. This year's newly announced recipient is Tina Makeriti. Congratulations go to her. The Lilian Ida Smith bequest has helped many writers on their way. The Auckland Museum Research Grant is a relatively new initiative, which is providing valuable research facilities and a stipend to authors of all genres. The afore-mentioned NZSA/CLNZ awards have offered financial support to many.

Historically one of the Society's triumphs is the Public Lending Right, formerly known as the Authors Fund. In the early 1970s PEN lobbied government for a scheme such as they had in Sweden, whereby authors were recompensed for

the loss of royalties because of the use of their books in libraries. In July 1973 the fund was established and New Zealand became the first English-speaking country to introduce such reparation. Others followed. The Society currently has two representatives on the Public Lending Right Advisory Group.

When we became a Society of Authors, we did not abandon our PEN work. Our official title is New Zealand Society of Authors (PEN Incorporated) Te Puni Kaituhi O Aotearoa. As a PEN organisation we have Dr Dana Wensley of Nelson as our spokesperson on freedom of speech issues and Lesley Marshall as the coordinator of the international letter-writing scheme, supporting individuals around the world who are detained or otherwise persecuted for their peaceful political activities or for the practice of their profession. According to Reporters Without Borders, 720 journalists have been killed since 2005. Last year alone 66 were murdered, 178 imprisoned, and 119 kidnapped.

On 15 November every year the Society's branches observe the International Day of the Imprisoned Writer. Locally this is called Courage Day which is most appropriate, given the courage displayed by journalists and writers who risk everything to freely express their opinions.

The Empty Chair is another PEN feature of many branch meetings. The chair is in honour of a particular writer who has been imprisoned, is facing imprisonment or died because of their work. The Society's Annual General meeting this year, featured British migrant rights activist, Andy Hall, who is on trial for defamation in Thailand and faces the possibility of seven years in a Thai prison.

Conclusion

New Zealand's strong literary tradition depends on new writers to maintain it. Many emerging writers are put off by the first rejections. They are in good company, though. George Orwell was told by one publisher he approached with 'Animal Farm', that it was impossible to sell animal stories in the USA. J.K. Rowling was told by numerous publishers that nobody wanted to read about a boy wizard. How wrong were they? This is one danger for the species called writers. It is all too easy to be put off. As a wise man said once: 'The brick walls

are there for a reason. The brick walls are not there to keep us out. The brick walls are there to give us a chance to show how badly we want something.'

I am indebted to the New Zealand Society of Authors for enhancing my life and opportunities as a writer and would encourage anyone who is a writer or interested in writing, to join the crusade. You don't have to immerse yourself in things like copyright and contracts. You don't have to do anything except enjoy the benefits, but for me the biggest benefit was becoming closely involved in a variety of ways. None of which I have ever regretted, and all of which have benefitted me as much, if not more than, they did the Society. Looking to the future of our endangered species, it will be the New Zealand Society of Authors at the vanguard to ensure writers do not become extinct.

ENDS