

THE UNIVERSITY OF UTAH

SALT LAKE CITY 84112

DEPARTMENT OF ANTHROPOLOGY
STEWART BUILDING

January 22, 1974

TO WARNER MODULE AUTHORS:

The attached letter from Jerry Lyons makes it clear that Warner Modular Publications has collapsed. I cannot learn from Jerry Lyons whether MSS has any intention of publishing any new or original works; hence, there is no assurance that the four or five archeological modules which are in varying stages of production will ever get published.

Lyons, who can be reached at the 11 Essex Street address for a few more weeks, tells me that Warner intends to close out matters generated prior to the sale of the company; the modules in production represent unfinished Warner transactions. They can probably be retrieved unpublished from Warner. Three modules which I transmitted to Lyons in late summer are still in his hands; he tells me they will be returned directly to the authors. I believe this list includes Wheat, O'Connell, and Harrington.

For authors who have not yet submitted manuscripts, it is ever so simple. They simply forget the whole matter and move on to other projects. It would probably be appropriate for all module authors to write to Warner Modular Publications at 44 High Street, Andover, invoking the 90-day termination clause in their contracts.

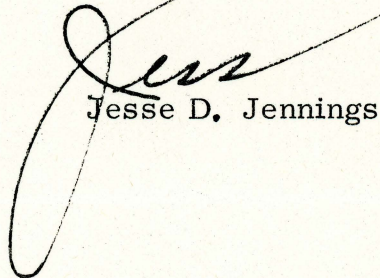
Lyons' letter of November 27, 1973, explained the problems besetting the company at that time and made it very clear that Warner Modular Publications could not live up to its representations of quick immediate publication. Therefore, it seems to me that everyone whose module is in production can, along with his statement cancelling his contract, request immediate return of the manuscript on two grounds. The first and most cogent being that Warner, having failed to deliver on the early publication promise, has itself breached the contract and is obliged to return the manuscript. The second reason is that notice of termination of contract is an obvious (if somewhat legalistic) course in the face of collapse of the company with whom the contract was made.

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I am following my own advice in that I have personally invoked the termination clause. I do so with great regret because I remain convinced of the soundness of the modular concept, but I have no intention of becoming connected in any way with the new owners of the company. My extreme embarrassment stems, of course, from my having wasted other people's time when I solicited manuscripts from many friends and from people whom I had never even met personally but whose work I respected. Quite a number (over 60 in fact) responded favorably, signing contracts largely because they too saw the value of the modular idea to archeological teaching and to themselves.

I've done all I could in recent months to keep all the authors working with me informed. It is always possible that I will learn more in the weeks ahead and if I do, I will certainly pass the information on, but I think this is the last of my notes. In the meantime, all of you must follow your own consciences. I have written Lyons on behalf of those authors whose modules are somewhere in the production process, requesting the return of the manuscripts to the authors. (A copy of my letter to Lyons has gone to the authors listed below.) However, each such author should also send a strong individual request to Lyons himself. My records show that manuscripts in production include Lipe, Meggers, Dumond, and Aikens.

Sincerely,



Jesse D. Jennings

JDJ:tld

attachment

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