

Mahler and ‘The Newspaper Company’: A Newly Discovered Contract*

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In the early 1890s Mahler’s attempts to interest the German music publisher, B. Schott’s Söhne, in his large-scale works proved fruitless and the owner, Dr Ludwig Strecker, was content to publish a collection of songs, the 14 Lieder und Gesänge. Even for a major firm, with ample opportunity to use income from popular works to cross-subsidize more costly and risky ventures, the publication of new, innovative symphonies was unattractive. For Mahler one temporary solution emerged unexpectedly thanks to two Hamburg patrons who funded both the performance and publication of his Second Symphony.

However, this was hardly a satisfactory arrangement, as no orchestral parts were printed, and it was only thanks to the intervention of an old friend, Guido Adler, that Mahler finally saw his first four symphonies, Das klagende Lied and the Wunderhorn songs, published in practical and performable editions. The firm that undertook this large-scale project was not primarily a music publisher at all, but a printing company, the Erste Wiener Zeitungs Gesellschaft, and until recently the details of its agreement with Mahler were unknown. With the discovery in 2014 of a manuscript draft of the firm’s contract with Mahler this important step in the dissemination of Mahler’s music can be better understood.

The article presents a transcription and translation of the draft contract, and a commentary, drawing on other published and unpublished primary sources, that seeks to set the document in the wider contexts of the history of music publishing in Vienna and of the Erste Wiener Zeitungs Gesellschaft in particular, Austrian copyright legislation, and the publication of Mahler’s music.

Introduction

When in October 1891 Mahler attempted to interest the German music publisher B. Schott’s Söhne in his music, the owner, Dr Ludwig Strecker, ignored the three large-scale works on offer – a symphony, a *Märchen* for chorus, orchestra and soloists, and a symphonic poem – and was content to acquire a collection of songs, published as the 14 *Lieder und Gesänge*.¹ Even for a major and long-established

* I wish to thank Mag. Martin Sima (Musikverlag Doblinger) for drawing my attention to the draft contract discussed below, and both him and Frau Dr. Pachovsky for their generous advice in connection with the transcription and translation of the text. I’m also grateful to the two readers of the original version for their helpful and supportive comments, and to Peter Carter for his advice about legal matters.

¹ See Franz Willnauer, *Gustav Mahler Briefe an seine Verleger* (Vienna: Universal Edition, 2012), 23–25; 80–101. This important volume usefully brings together a selection of the letters and other documents (many previously unpublished) relating to Mahler’s dealings with publishers. The present article draws on supplements and updates the information found there. The *Lieder und Gesänge* were eventually published in late January/early February 1892. My identification here of the works listed by Mahler is controversial, but it is supported by an unpublished letter from Mahler to Gustav Kogel, dating from the autumn

German firm, with ample opportunity to use income from works of enduring popularity to cross-subsidize more costly and risky ventures, the publication of new, innovative symphonic works, let alone a cantata, by a barely-known composer was not a commercially attractive proposition. In fact, two of these three works were in no state for publication: the score of *Das klagende Lied* (1880) had not been prepared for performance,² and no more than the first movement of what became the Second Symphony had been completed in score when Mahler first wrote to Strecker; only one work, the Symphonic Poem in Two Parts (eventually and definitively re-designated Symphony No. 1 in D major by 1896), had been heard in public, at Budapest in November 1889.

For a young composer seeking a publisher, direct personal or indirect contact was (and remains) of great importance, and for Mahler, that he had met Strecker at the time of the Leipzig premiere of his completion of Weber's comic opera *Die drei Pintos* in 1889 was a decisive factor in determining the direction of his approach, as he admitted in his initial letter.³ Moreover Schott's was well-known, with international reach, and had an interest in publishing new music. The timing of this letter may also have been significant: that it followed relatively quickly after Mahler had taken up a new appointment (as 1. Kapellmeister at the Hamburg Stadt-Theater) in March 1891 anticipated – perhaps not entirely coincidentally – the circumstance of his next documented contact with a music publisher.

On 27 April 1897 Mahler left Hamburg⁴ to assume a post as Kapellmeister at the Court Opera in Vienna, and at about that time (by 28 April at the latest) Siegfried Grünfeld, acting on Mahler's behalf, approached his brother-in-law, Paul Ollendorff, a senior staff member at C. F. Peters, to try to interest the firm in the composer's music.⁵ Mahler's portfolio was now substantially larger – three symphonies, the orchestral version of the *Lieder eines fahrenden Gesellen*, and 'a number of humoresques and songs' for voice and orchestra – and the song cycle, the first two symphonies, three movements of the Third and some orchestral songs had been performed with varying degrees of success. Mahler may well have hoped that these performances and his appointment to one of the most important musical institutions in central Europe would encourage greater interest in his music, but Ollendorff wrote to Mahler to indicate that the firm was not in a position to take on new composers. Fortunately, the move to Vienna opened up new publishing opportunities for Mahler: not only could he tap into professional and personal networks, but he also had a professional status within one of the

of 1891: see <http://www.mahlercat.org.uk/Pages/Symph2/Totenfeier.htm> (accessed 27 September 2017).

² See Gustav Mahler, *Das klagende Lied, Erstfassung in drei Sätzen (1880)*, ed. Reinhold Kubik, *Gustav Mahler Neue Kritisch Gesamtausgabe*, Supplement Band 4 (Vienna: Universal Edition, 2011), x–xiii; 236–45.

³ Willnauer, *Gustav Mahler Briefe*, 81.

⁴ Andreas Michalek, *Gustav Mahler und Rosa Papier* (Vienna: Universal Edition, n.d.), 30.

⁵ See Ollendorff's letter to Mahler, 29 April 1897 in Willnauer, *Gustav Mahler Briefe*, 106. For a more comprehensive account of Mahler's dealings with the firm, particularly its publication of his Fifth Symphony, see Eberhardt Klemm, 'Zur Geschichte der Fünften Sinfonie Gustav Mahlers: Der Briefwechsel zwischen Mahler und dem Verlag C. F. Peters und andere Dokumente', *Jahrbuch Peters 1979* (Leipzig: Edition Peters, 1980), 9–116. Klemm transcribes the surname of Mahler's representative as 'Grünfeld' in the text of the letter, but an explanatory footnote reports that Ollendorff's sister, Agnes, was married to 'Siegfried Grünberg': I am grateful to Dr Thelka Kluttig (Sächsisches Staatsarchiv) who confirmed that Klemm's transcription is correct.

Dual Monarchy's most influential musical organizations that would be further enhanced by his subsequent elevation to the position of Director of the Court Opera. Moreover, Viennese music publishing was in the early stages of a transformation founded on modern printing and business methods, and a generally forward-looking approach towards copyright and performance rights, that culminated in the foundation in 1901 of Universal-Edition, the firm that would eventually compete with the major German publishers, transform the public profile of Mahler's music, and develop the international market for new music.⁶

One of the most active and successful new publishers in late nineteenth-century Vienna was Josef Weinberger (1855–1928), who combined a genuine interest in music (not least as an amateur pianist and singer) with a commercial training and an increasingly influential role within and beyond the Viennese music trade. The 'Kunst- und Musikalienhandlung' he founded with Carl Hofbauer in November 1885 began publishing music soon after, but when Weinberger registered a music publishing business in Leipzig in 1889 he did so on his own account,⁷ presumably recognizing the severe disadvantages placed on the monarchy's music publishers by the failure of Austro-Hungary to sign the Berne Copyright Convention (1886). The first basic principle of the latter is that 'works originating in one of the Contracting States must be given the same protection in each of the other Contracting States as the latter grants to the works of its own nationals'.⁸ Authors and composers in Austro-Hungary soon realized that to maximize the protection of their rights, publication in a country that was a signatory – such as Germany – was highly desirable. The cultural emigration that this encouraged was noted by the Viennese book and music trades and led to a campaign to change the Government's mind, which proved fruitless: not until 1920 did the Austrian

⁶ During most of the period under discussion here the firm's name appeared as Universal-Edition, with a hyphen, but this was changed sometime after World War II to Universal Edition. Except in instances of quotations or imprints that adopt the later version, I use the hyphenated form in this article.

⁷ See Sonja Oswald and Monika Kornberger, 'Weinberger, Josef', *Oesterreichisches Musiklexikon Online*, www.musiklexikon.ac.at/ml?frames=yes (accessed 31 August 2015), for an outline biography and bibliography. The 'Kunst- und Musikalienhandlung Jos. Weinberger & Hofbauer' was registered on 1 November 1885: see *Adolph Lehmann's allgemeiner Wohnungs-Anzeiger: nebst Handels- u. Gewerbe-Adressbuch für d. k.k. Reichshaupt- u. Residenzstadt Wien u. Umgebung* (Vienna: Alfred Hölder, 1886), 1069 (available online at www.digital.wienbibliothek.at/wbrobv/periodical/pageview/52065 (accessed 31 August 2015)). The registration of the firm was included in the list of changes in the business register of the Commercial Court in Vienna, on 6 November 1885 and published in *Die Presse*, 10 November 1885, p. 7 (<http://anno.onb.ac.at/cgi-content/anno?aid=apr&datum=18851110&seite=7&zoom=33>, accessed 31 August 2015). The partnership was wound up in June 1890, with Hofbauer retaining the shop and substantial lending library at Kärtnerstrasse 34, and Weinberger establishing a new retail outlet and music publishing business, at Kohlmarkt 8. See *Die Presse*, 13 June 1890, p. 11 (<http://anno.onb.ac.at/cgi-content/anno?aid=apr&datum=18900613&seite=11&zoom=33>, accessed 31 August 2015); *Oesterreichische Buchhändler Correspondence* 31/29 (19 July 1890): 4 (<http://anno.onb.ac.at/cgi-content/anno?aid=obc&datum=18900719&seite=4&zoom=33>, accessed 31 August 2015); *Die Presse*, 15 November 1890, p. 9 (<http://anno.onb.ac.at/cgi-content/anno?aid=apr&datum=18901115&seite=9&zoom=33>, accessed 31 August 2015).

⁸ 'Summary of the Berne Convention for the Protection of Literary and Artistic Works (1886)', WIPO: World Intellectual Property Organization, www.wipo.int/treaties/en/ip/berne/summary_berne.html (accessed 7 October 2015).

Republic join the Convention.⁹ However, Weinberger's business strategy appears to have been successful (it was subsequently adopted by a number of other local publishers) and he also played an important role in drafting the legislation that established performing rights for non-theatrical works in Austro-Hungary¹⁰ and in the creation in 1897 of a society for the collection of the resulting performance fees, the Gesellschaft der Autoren, Komponisten und Musikverleger (AKM). His work in this area attracted official attention:

In 1898, acting at AKM's request, the Ministry of Culture and Education established a council of experts on musical matters with a six-year brief. Weinberger served on it with such practising musicians as Mahler, Kienzel and Richard Heuberger. Weinberger's next public task was to prepare a report for the Ministry of the Interior on the advisability of Austro-Hungary joining the Berne Copyright Convention. Then, at the request of the Ministry of Justice, he carried out research personally in Paris into all decrees and laws concerning copyright and related subjects since the French Revolution.¹¹

The contacts within the administration established or reinforced through such consultancy work were presumably useful when, during the late 1890s, Weinberger helped bring to fruition another nationally and internationally significant scheme, the formation of a joint stock company that brought together a cartel of Austro-Hungarian music publishers and music sellers, the largest music printer in the Monarchy, the Vienna-based Oesterreichische Länderbank and individual investors to form Universal-Edition in 1901; Weinberger was the managing director until 1906.¹² The project addressed a series of agendas: for the investors, it was an (albeit risky) opportunity to earn a reasonable return on capital; for the publishers, a means of challenging the market dominance within the monarchy of German music publishers and establishing an international presence; for the music printer, an opportunity to ensure a well-filled order book; and for many of the interested parties, a possible means of both repatriating the classic Viennese repertoire and offering local composers of serious music an attractive alternative to foreign publishers. For the government in Vienna, the prospect that it might help to reduce the trade deficit in cultural products with Germany might have been a further inducement. Whatever the motivations, there was low-key administrative support for the launch of the new venture: the prospectus of the new company was issued by the government press office, which encouraged the

⁹ See Murray G. Hall, *Österreichische Verlagsgeschichte 1918–1939* (Vienna: Hermann Böhlau Nachf., 1985), 23–38 for an overview, and Carl Junker, *Zum Buchwesen in Österreich: Gesammelte Schriften (1896–1927)*, ed. Murray G. Hall (Vienna: Edition Praesens, 2001) for a contemporary perspective.

¹⁰ 'Gesetz vom 26. December 1895 betreffend das Urheberrecht', *Reichsgesetzblatt 1895/XCI* (30 December 1895): 667–75, particularly paragraphs 31–36 (<http://alex.onb.ac.at/cgi-content/alex?aid=rgb&datum=1895&page=705&size=45>, accessed 31 August 2015).

¹¹ *100 Years Remembered: A History of the Theatre and Music Publishers Josef Weinberger Vienna Frankfurt am Main London 1885–1985* (London: Josef Weinberger, 1985), 11. For details of the Sachverständigen-Collegien für Urheberrecht, see *Oesterreichisch-ungarische Buchhändler-Correspondenz*, 40/1 (4 January 1899), 4 (<http://anno.onb.ac.at/cgi-content/anno?aid=obc&datum=18990104&seite=1&zoom=43>, accessed 1 September 2015).

¹² See Paul Banks, *The Business of Music: New Perspectives on Music Printing and Publishing in Vienna, 1892–1914* (in preparation) for a detailed account of the early history of the firm.

Neue freie Presse to wonder whether this indicated official support.¹³ In fact, the Ministerium für Cultus und Unterricht went further and also issued two decrees Z.20.467 (5 July 1901) and Z. 19.042 (12 June 1902) recommending the Edition for use in all musical education establishments and schools throughout the Monarchy (these were cited in Universal-Edition publications for a number of years).¹⁴

Nothing is known directly about either the circumstances that led Weinberger to publish in 1897 Mahler's *Lieder eines fahrenden Gesellen*, a work that at the time sat uneasily with his existing catalogue of mainly popular music and stage works, or the extent and nature of their prior connections. However, one might note that in the 1890s Weinberger began to shift his own publishing business towards theatrical works, in particular the operas of Smetana, issuing German-language versions of *Dalibor* and *Der Kuss* [*Hubička*] (1893) and then *Das Geheimnis* [*Tajemství*] (1895).¹⁵ Mahler conducted the first two at Hamburg, in 1896 and 1895 respectively,¹⁶ and *Dalibor* again at the Vienna Court Opera in October 1897. Moreover, Gustav Lewy (1823–1901), the music dealer, publisher, and theatrical, concert and artists' agent – he was Mahler's for ten years – sold his theatrical copyrights to Weinberger,¹⁷ so there is a strong possibility that the discussions between Mahler and Weinberger were founded on direct or indirect personal acquaintanceship. As in 1891, the negotiations about publication also coincided with Mahler's move to a new position; moreover, the public perception that he was a Director 'in waiting' grew over the summer, and he was indeed appointed to the post on 8 October. His new role could have given him a useful bargaining position in his discussions with Weinberger, since a 'Bühnen-Verlag' might understandably wish to maintain a cordial relationship with the head of the Court Opera,¹⁸ nevertheless, it is notable that Weinberger accepted the least financially onerous work (from a publisher's perspective) remaining in Mahler's portfolio.

The contract between Mahler and the 'Musikalien-Verhandlung Josef Weinberger in Leipzig und Wien' is a short and straightforward document of just over 150 words.¹⁹ In it Mahler assigns in perpetuity all publishing,

¹³ *Neue freie Presse* 13274 (9 August 1901): 4–5. The rest of the item gives further details of the proposed edition and the editors involved. Reports also appeared in the *Wiener Zeitung* 182 (09 August 1901): 2–3 and *Pester Lloyd* 190 (9 August 1901): 7, but these make no reference to possible or actual official involvement in the publication of the announcement.

¹⁴ See the *Verordnungsblatt für den Dienstbereich des Ministerium für Cultus und Unterricht, Jahrgang 1901* (Vienna: Verlag des k.k. Ministeriums für Kultus und Unterricht, 1901), 336–8 (<http://alex.onb.ac.at/cgi-content/alex?aid=dcv&datum=1901&size=45&page=364>, accessed 22 August 2013), and *Jahrgang 1902* (Vienna: Verlag des k.k. Ministeriums für Kultus und Unterricht, 1902), 209 (<http://alex.onb.ac.at/cgi-content/alex?aid=vcu&datum=1902&size=45&page=257>, accessed 22 April 2012).

¹⁵ Publication dates are from F. Hofmeister, *Monatsbericht neuer Musikalien, musikalischer Schreiben und Abbildungen* (Leipzig, 1829–) (www.hofmeister.rhul.ac.uk/2008/content/about/about.html, accessed 1 September 2015). Given the increasing political tensions during the 1890s caused by Czech demands for autonomy, it is interesting to note the relatively supportive attitude towards Smetana among Viennese music critics. See David Brodbeck, *Defining Deutschtum: Political Ideology, German Identity and Music-Critical Discourse in Liberal Vienna* (New York: Oxford University Press, 2014).

¹⁶ Bernd Schabbing, *Gustav Mahler als Konzert- und Operndirigent in Hamburg* (Berlin: Verlag Ernst Kuhn, 2002), 312–13. Mahler also conducted a revival of Smetana's *Zwei Witwen* [*Dvě vdovy*] in 1894, though this was not published by Weinberger.

¹⁷ *100 Years Remembered*, 9.

¹⁸ Henry-Louis de La Grange, *Mahler*, vol. I (New York: Doubleday, 1973), 444–5.

¹⁹ Transcribed in Willnauer, *Gustav Mahler Briefe*, 107–8.

marketing and author's rights in the song cycle for all countries and for all publication formats to Weinberger's firm. No honorarium was payable to Mahler, but every quarter Weinberger was to pay Mahler 50 per cent of the profit – defined as total income less printing costs – from each published edition.²⁰ It is unlikely that the work generated much revenue, let alone profit, during its first decade. Mahler performed the cycle only once after publication (the version for voice and piano, in 1907²¹), and I have traced only four complete performances of the orchestral version between 1897 and May 1911.²² Only after Mahler's death did both versions begin to enter the standard concert repertoire. But despite this lack of financial reward, the publication of the songs at least partially addressed one of the composer's concerns outlined by his confidante Natalie Bauer-Lechner at a lunch for Mahler's admirers and patrons in 1896:

I told how [Mahler] would always drag the heavy trunk of manuscripts around with him on his summer holidays, never daring to let it out of his sight; how he never went off for a day's excursion without worrying about the dangers of fire, flood or theft and, above all, how difficult it was for him to circulate his works and get them performed because he did not have multiple copies to send out.²³

The immediate result of Bauer-Lechner's intervention had been the funding by two Hamburg admirers of Mahler's music, Wilhelm Berkhan and Hermann Behn, of the publication of the full score of the Second Symphony that appeared in February 1897,²⁴ but even so by the autumn of that year Mahler still had no printed full score or parts for his First and Third Symphonies, *Des Knaben Wunderhorn* and *Das klagende Lied*, or printed orchestral and chorus parts for the Second Symphony. However, discussions to remedy this situation must have been already underway, and surely they were facilitated by a number of personal and business networks.

Undoubtedly the publication of these large-scale works was a high-risk, high-cost undertaking for any publisher, but one of Mahler's old friends from his student years, the musicologist, Guido Adler (1855–1941), played a crucial role in helping the composer to secure a significant grant towards the production costs. Like Mahler, Adler grew up in Iglau (Jihlava) in Moravia and received piano lessons from Johannes Brosch, who later taught Mahler, but only after the latter

²⁰ The piano-vocal score and full score were both published late in 1897 and were listed in the December issue of Hofmeister's *Monatsbericht*.

²¹ Mahler was the piano accompanist for a recital of his songs by the Dutch baritone Johannes Messchaert, at the Künstlerhaus, Berlin on 14 January 1907.

²² In Prague: 14 March 1901 (Pauline Strauss, with Richard Strauss) and 23 March 1909 (sung in Czech by Bohumil Benoni, with Karel Kovařovic); in Berlin: 3 November 1905 (Marie Hertzler-Deppe, with Zdzislaw Alexander Birnbaum) and 19 January 1911 (Cornelius Bronsgeest, with Josef Stransky). A performance of songs 1, 2 and 4 was given at a Lamoureux Concert on 21 February 1905 (Nina Faliero (Mme Jaques-Dalcroze), with Camille Chevillard). It seems likely that Weinberger had prepared a few orchestral sets for hire, but it was only in February 1912 that the firm finally offered the orchestral parts for sale.

²³ Natalie Bauer-Lechner, *Recollections of Gustav Mahler*, ed. Peter Franklin, trans. Dika Newlin (London: Faber Music, 1980), 76.

²⁴ Published 'In Commission' by Friedrich Hofmeister, Leipzig.

had moved to Vienna did they become friends.²⁵ Both studied at different times at the Vienna Conservatory, and by 1875 Adler was already on an academic path that would lead to a significant role in the emergence of musicology as an academic discipline. How the two young men met is unknown, but both were members of the Wiener Akademischer Wagner-Verein, Adler from 1873 to 1885 and Mahler from 1877 to 1879. By 1880 Adler was recommending Mahler to another member, Franz Schaumann, for a choirmaster's position²⁶ and eight years later, as a Professor at Prague, Adler played an important (and successful) role in bringing Mahler's name to the attention of the management of the Royal Opera, Budapest.

In 1891 Adler was one of the tertiary-level teachers in Prague, most of whom were Professors at the Deutsche Karl-Ferdinands-Universität, who founded the Gesellschaft zur Förderung deutscher Wissenschaft, Kunst und Literatur in Böhmen (hereafter GFdWKL). The initial impetus was provided by the creation the previous year of the Böhmisches Kaiser Franz Joseph-Akademie der Wissenschaften, Künste und Literatur in Prag, at a time of growing linguistic, cultural and political tensions within the Czech Lands.²⁷ Originally the Society consisted of 40 ordinary members, who had to live in Prague or its immediate neighbourhood, and its meetings were held in Prague (§1 of the Statutes of 1891); additional 'corresponding' members could be elected by the General Assembly of the Society, acting on recommendations from one of the constituent sections. Initially the Gesellschaft consisted of three Sections: Scholarship (*Wissenschaft*), Literature and Art. The latter was subdivided in 1896 into sections for Fine Art (*bildende Kunst*) and Music (*Tondichtung*), and the number of ordinary members raised from 40 to 45. The Prague book publisher Friedrich Tempsky provided the start-up funding of 4000 Fl., supplemented by other donations, including regular contributions from the Böhmisches Sparkasse. However, thanks to the energetic lobbying of one of the Society's first presidents, the experimental pathologist Philipp Knoll (1841–1900), the Gesellschaft eventually succeeded in obtaining grants from both the Bohemian administration and the central government in Vienna. In 1893 these amounted to 13,000 Fl, compared to the 36,000 Fl received by the Czech Academy, but in the next few years the local and central government funding increased to levels comparable to those of the Kaiser Franz Joseph-Akademie. Most of the available funds were used to support research and creative work by German-speaking scholars, artists, musicians and writers born in Bohemia.

Adler's close links with the GFdWKL put him in an excellent position to support an application for a subvention towards the printing costs of Mahler's works, and he set about making the case. By mid-January 1898 he had obtained an

²⁵ See Edward R. Reilly, *Gustav Mahler and Guido Adler: Records of a Friendship* (Cambridge: Cambridge University Press, 1982), 80–116.

²⁶ Given Schaumann's affiliations, the most likely positions under discussion were with the Akademischer Wagner-Verein (the society's choir was established in 1881) or the Akademischer Gesangverein.

²⁷ See *Společnost pro podporu německé vědy umění a literatury v Čechách (Německá akademie věd v Praze). Materiály k dějinám a inventář archoního fondu = Die Gesellschaft zur Förderung deutscher Wissenschaft, Kunst und Literatur in Böhmen (Deutscher Akademie der Wissenschaften in Prag). Materialien zu ihrer Geschichte und Inventar des Archivbestandes. 1891–1945*, *Studia historiae academiae- scientiarum Bohemicae*, Seria B, vol. 7, ed. Alena Míšková, Michael Neumüller (Prague: Archiv Akademie věd České republiky, 1994).

estimate of the costs from the Viennese printer Jos. Eberle & Co., had pestered Mahler for a *curriculum vitae*,²⁸ and had proposed that Mahler be elected a corresponding member of the Gesellschaft (received on 23 January²⁹ and adopted at a meeting on 28 January 1898³⁰) and awarded a subvention of 3000 Fl. towards the cost of publishing his music (received on 24 January and duly approved³¹). Mahler was sent notification of his election and the award of the subvention on 1 February 1898, and on 3 February he replied, thanking the Gesellschaft.³²

A dated entry in Bauer-Lechner's memoirs³³ makes clear that some weeks before the subvention was approved, Mahler felt assured of the publication of his symphonies, and already knew which firm would be involved in their printing:

'To him that hath shall be given'

New Year's Eve, 1897

Mahler told me the happy news that, thanks to the efforts of Guido Adler, the scores of both his still unpublished symphonies (the First and Third) as well as the piano reductions and the orchestral parts are to be printed by Eberle in Vienna.

The reference to Adler's role may simply be related to his involvement with the (as yet un-submitted) application for the subvention, but the context suggests that Mahler may have been indicating that Adler was also instrumental in finding a printer. This inference is not implausible. Since 1893 Adler had been planning and editing the *Denkmäler der Tonkunst in Oesterreich*, initially published by Artaria and printed by Jos. Eberle & Co., so Adler would certainly have had business contacts with the firm. Moreover, as a Bruckner pupil and member of the Akademischer Wagner-Verein he may well have known that Eberle & Co. had signed a publishing contract with Bruckner in 1892 that provided the elderly composer with a guaranteed annual income and eventually resulted in the publication of scores, parts and piano duet arrangements of his First, Second, Fifth and Sixth Symphonies.³⁴

²⁸ See the undated letter from Mahler to his lawyer, Emil Freund in *Gustav Mahler Briefe*, ed. Herta Blaukopf (Vienna: Paul Zsolnay, 1996), 245.

²⁹ *Geschäfts-Protokoll* (1898), *Geschäftszahl* [Gz] 14 (Archiv hlavního mesta Prahy, IX/0066). I am most grateful to Michael Bosworth for kindly drawing my attention to this source and that cited in n.29. The document submitted by Adler was presumably a copy of the first 'report' summarized by Reilly, 88–9.

³⁰ See entry 116 in the register of *Correspondirende Mitglieder der Gesellschaft zur Förderung deutscher Wissenschaft, Kunst, und Literature in Böhmen* (Archiv hlavního mesta Prahy, IX/0066), where his death in May 1911 is noted. According to the *Geschäfts-Protokoll* (1911), Gz 200, a letter of condolence was sent to Alma Mahler on behalf of the Gesellschaft.

³¹ *Geschäfts-Protokol* (1898), Gz 15. The document submitted was presumably a copy of the second 'report' summarized by Reilly, 89–90.

³² *Geschäfts-Protokol* (1898), Gz 46, 51. Mahler's election and subvention was announced in the *Prager Tagblatt* 1898/ 37 (6 February 1898), p. 10. (<http://anno.onb.ac.at/cgi-content/anno?aid=ptb&datum=18980206&seite=10&zoom=33>, accessed 30 September 2015).

³³ Bauer-Lechner, *Recollections of Gustav Mahler*, p. 109.

³⁴ This contract is printed in August Göllerich, *Anton Bruckner: ein Lebens- und Schaffensbild*, vol. IV/3 completed and ed. Max Auer (Regensburg: Gustav Bosse, 1936), 259–62. See also see Paul Hawkshaw's contribution to this issue, 'A Bequest and a Legacy: Editing Anton Bruckner's Music in "Later Times"'.

Given this context, it is unfortunate that the final contract for the publication of Mahler's first three symphonies has not come to light, and its loss is all the more acute because in certain respects it continued to play a role after the rights in the symphonies and other early works were transferred to Universal-Edition in 1910. However, some insights into its likely content are provided by the emergence of a relatively early handwritten draft of the document, with pencil annotations and revisions, now in the archives of Doblinger in Vienna.³⁵ In addition, this extensive document (it is significantly longer than the Weinberger contract) also reflects significant aspects of the evolution of music printing and publishing in late-nineteenth century Austria.

The Draft Contract

Vertrag

< welcher > am unten eingesetzten Tage zwischen Herrn Gustav Mahler, Director der k.k. Hofoper in Wien und der Ersten Wiener-Zeitungs-Gesellschaft geschlossen wurde wie folgt:

§.1.

Herr Director Gustav Mahler überträgt der Ersten Wiener-Zeitungs-Gesellschaft das alleinige und ausschließliche Recht der Veröffentlichung, Vervielfältigung und des Vertriebes (: Verlagsrecht:) seiner ersten, zweiten und ~~fünft~~ dritten Symphonie. –

Dieses der Ersten Wiener-Zeitungs-Gesellschaft eingeräumte Verlagsrecht bezieht sich nicht nur auf die Originalien der Tonwerke, sondern auf alle wie immer gearteten Bearbeitungen (: Auszüge, Potpourris und Arrangements :) derselben. – Sollte die künftige Gesetzgebung oder sollten internationale Staatsverträge der Österreichisch-ungarischen Monarchie mit fremden Staaten eine Erweiterung der dem Urheber von Tonwerken auf Vervielfältigung, Veröffentlichung oder Vertrieb derselben zustehenden Rechte, sei es ihrem Umfange, ihrer Zeitdauer nach, oder in sonstiger Beziehung statuieren, so haben alle diese für den Urheber günstigeren Bestimmungen auch ohne specielle Vereinbarung für die Erste

Contract

< which > was agreed between Mr Gustav Mahler, Director of the Imperial and Royal Court Opera in Vienna and the Erste Wiener-Zeitungs-Gesellschaft on the date inserted below, is as follows:

§.1.

Director Gustav Mahler assigns to the Erste Wiener-Zeitungs-Gesellschaft full and exclusive rights of publication, reproduction and marketing (publishing rights) for his First, Second and ~~Fifth~~ Third Symphonies. –

These publication rights granted to the Erste Wiener Zeitungs-Gesellschaft relate not only to the originals of the musical works, but also to all adaptations of any kind (excerpts, potpourris, arrangements) of the same. –

Should the future legislation or should international treaties of the Austro-Hungarian Monarchy with foreign states establish a widening of the rights of the creators of musical works pertaining to the reproduction, publication or marketing of the same, be it of their extent, their duration or in other respects, all such provisions to the greater benefit of the creator in respect of the specified musical works of Director Gustav Mahler, will also be valid without special

³⁵ The conventions adopted in the transcription are:

< > used for the sometimes very faint pencil additions/revisions (probably by Emil Freund, Mahler's friend and lawyer)

~~Strikethrough~~ used for deletions in pencil

[] used for editorial comments

Wiener-Zeitungs-Gesellschaft
rücksichtlich der erwähnten Tonwerke
des Herrn Director Gustav Mahler zu
gelten. –

§.2.

Die Erste Wr.-Zeitungs-Gesellschaft
<verpflichtet> sich, nach Übergabe
der in §.1. dieses Vertrages erwähnten
vollendeten Werke seitens des Herrn
Director Gustav Mahler ohne Verzug
an den Druck und Stich zu schreiten
und denselben längstens innerhalb sechs
Monaten vom Tage der Übergabe des
Manuscriptes an gerechnet, fertig zu
stellen.

Dieselbe verpflichtet sich auch ferner,
auf ihre Kosten und nach ihrer Haft einen
zwei = oder vierhändigen Clavierauszug
jedes einzelnen Werkes anfertigen und
auf den Druck und Stich derselben
innerhalb sechs Monaten, nachdem ihn
das Manuscript abgeliefert sein wird
vollenden zu lassen. –

§.3.

Sollte die Erste W.-Zeitungs-Gesellschaft
ihrer in §.2 normierten Verpflichtung
innerhalb der vereinbarten sechs
monatlichen Frist nicht nachkommen,
so tritt Herr Director Gustav Mahler
rücksichtlich derjenigen Tonwerken,
bei welchen dies der Fall ist, in sein
volles Urheberrecht wieder ein.– Derselbe
ist jedoch nicht berechtigt, der Ersten
Wiener-Zeitungs-Gesellschaft die
Erfüllung ihrer in §.2 normierten
Verpflichtung oder einen Schadenersatz
zu fordern. –

§.4.

<?> Die Erste Wiener Zeitungs-
Gesellschaft übernimmt hiermit die
Verpflichtung, für die möglichste
Verbreitung der von ihr verlegten Werke
des Herrn Director Gustav Mahler zu
sorgen. –³⁶

§.5.- <4 >

<Als> Entgelt für das von Herrn Director
Gustav Mahler der Ersten W.-Zeitungs-
Gesellschaft überlassene Verlagsrechte
(:§.1.) erhält derselbe 50%, in Worten:
Fünfzig Per cent des bei dem Verkaufe
der einzelnen Tonwerke von der Ersten

arrangement for the Erste Wiener-Zeitungs-
Gesellschaft.

§.2.

The Erste Wiener-Zeitungs-Gesellschaft
undertakes that after the delivery by
Director Mahler of the completed works
referred to in §.1. of this contract it will
proceed with the printing and engraving
without delay and to complete the same
within at the most six months reckoned
from the day of the receipt of the
manuscript.

The same also further undertakes to
produce a two- or four-hand piano
arrangement of each and every work at its
own expense and liability and will
complete the printing and engraving of
the same within six months after it has
received the manuscript.

§.3.

Should the Erste W.-Zeitungs-
Gesellschaft not fulfil its obligation
specified in §2 within the stipulated
six-month period, Director Gustav
Mahler would re-acquire author's rights
in respect of those musical works for
which this was the case. The same
[i.e. Mahler] is however not entitled to
demand of the Erste Wiener-Zeitungs-
Gesellschaft [either] the fulfilment of the
obligation specified in §2 or a
compensation payment.

§.4.

The Erste Wiener Zeitungs-Gesellschaft
herewith takes over the obligation to
attend to the widest distribution of the
works by Director Gustav Mahler it
publishes.

§.5. <4 >

In payment for the publication rights
assigned by Director Gustav Mahler
to the Erste W.-Zeitungs-Gesellschaft
(:§1.), the same will receive 50%, in words:
fifty per cent of the net profit achieved
by the Erste Wr-Zeitungs-Gesellschaft

³⁶ Initially 'möglichste' and then the whole paragraph was deleted in pencil, with a '?' in the l.h. margin, and the subsequent paragraphs renumbered.

Wr-Zeitungs-Gesellschaft erzielen Netto-Gewinnes. –

Ein Nettogewinn im Sinne dieses Vertrages wird erst dann vorhanden sein, wenn sämtliche, mit dem Drucke, Stiche und mit der allfälligen Annoncierung eines Werkes verbundenen Spesen und Kosten durch den Verkaufserlös betreffenden Werkes, zuzüglich etwaiger Subventionen gedeckt sind.–

Die Erste Wr.-Zeitungs-Gesellschaft verpflichtet sich, diese

~~Selbst~~ < Herstellungs > kosten der von ihr verlegten Werke des Herrn Director Gustav Mahler ~~nach demselben Maßstabe wie bei ihren übrigen Erzeugnissen gleicher Gattung < [...] der gesamten ... Kosten der. >~~ [at the foot of the page:] < Herstellung des Stiches und Druckes nach demselben Tarife wie gegenüber ihren übrigen Druckerei-Kunden beim Erzeugnissen gleicher Gattung > in Ansatz zu bringen.–

Herr Director Gustav Mahler ist unter dieser Voraussetzung verpflichtet, diese ihm bekanntgegebenen ~~Selbst~~ < K > osten ohne weiteres als richtig anzuerkennen. – Alljährlich und zwar längstens innerhalb vier Wochen nach Schluss der Leipziger Ostermesse wird die Erste Wr.-Zeitungs-Gesellschaft Herrn Direktor Gustav Mahler über die in Gemässheit des vorstehenden Bestimmungen festgesetzten ~~Selbst~~ < K > osten sowie über die ihn allfällig als Gewinnstantheil gebührenden Beträge Rechnung legen. –

Herr Direktor Gustav Mahler wird < berechtigt > sein, die Richtigkeit dieser Rechnung zu prüfen und zu diesem Behufe die betreffenden Contis der Bücher der Gesellschaft persönlich einzusehen. – Spätestens 30 Tage nach Genehmigung der vorgelegten Abrechnung seitens des Herrn Director Gustav Mahler wird die Erste Wiener-Zeitungs Gesellschaft die demselben hie[r]nach gebührenden Beträge baar bezahlen. –

Der vereinbarte 50%ige Antheil am Nettogewinn, rücksichtlich der von der Ersten Wr-Zeitungs-Gesellschaft verlangten Werkes des Herrn Direktor Gustav Mahler ist demselben während seiner ganzen Lebenszeit und dessen Rechtsnachfolgern für die gesetzliche Dauer

from the sale of the individual musical works. –

In the meaning of this contract a net profit will only be achieved if all expenses and costs involved in the printing, engraving and, where applicable, with the advertising of a work, are covered by the sales revenue, together with any possible subventions.

The Erste Wr.-Zeitungs-Gesellschaft undertakes to estimate these

~~original~~ < production > costs of the works by Director Gustav Mahler published by it ~~following the same rules as used for their other products of the same kind. < [...] the total [...] costs of the >~~ [at the foot of the page:] < preparation of the engraving and printing according to the same tariffs as for other print-shop customers for products of the same kind > .

Under this provision Director Gustav Mahler is obliged without further ado to accept as correct these ~~original~~ costs disclosed to him.

Every year and specifically within at the latest four weeks of the end of the Leipzig Easter Market, the Erste Wr.- Zeitungs-Gesellschaft will provide Director Mahler with a statement of the specified ~~original~~ costs (in conformity with the preceding clauses) together with, where applicable, the amounts due as a share of the profits.

Director Gustav Mahler will be entitled to verify the accuracy of this statement and for this purpose to personally examine the relevant accounts of the company's books.

No later than 30 days after the approval of the accounts on the part of Director Gustav Mahler, the Erste Wiener-Zeitungs Gesellschaft will accordingly pay to the same in cash the amounts due.

The agreed 50% share of the net income in respect of the works by Director Mahler assigned to the Erste Wr- Zeitungs-Gesellschaft is to be paid to the same during his whole lifetime and to his heirs for the legal duration of the copyright (§. 43 des Ges. v. 26./12. 1895, P. 197, R.G.

der Urheberrechtes (§.43 des Ges. v. 26./12. 1895, P. 197, R.G.Bl.) letzteren ebenfalls unter den Bedingungen und Modalitäten dieses Vertrages zu bezahlen.

§.6- <5 >

~~Der Ersten Wiener Zeitungs-Gesellschaft wird nach dem Ableben des Herrn Director Gustav Mahler das Recht eingeräumt, sich von der weiteren Leistung des percentuellen Antheiles an dem Nettogewinne des zum Verlage übernommen Werke wann immer gegen einmalige Zahlung einer Abfindungssumme von [left blank] an die Rechtsnachfolger des Herrn Director Gustav Mahler zu befreien wodurch jeder Anspruch dieser Rechtsnachfolger und zugleich jede Verpflichtung der Ersten Wiener Zeitungs-Gesellschaft aus diesem Vertrage diesen Rechtsnachfolgern gegenüber erlischt. – [Deleted in pencil with a marginal note: 'Im Original Vertrag gestrichen'].~~

§.7 <6 5 >

Herr Director Gustav Mahler verpflichtet sich, der Gesellschaft der Componisten, Autoren und Musikverleger als Mitglied beizutreten. – Jeder der Contrahenten hat auf die ihm in Gemässheit der Statuten dieses Vereines gebührenden Tantiémen oder sonstigen Bezüge allein Anspruch und ist dem genannten Vereine gegenüber unmittelbar forderungsberechtigt. –

§.8- <7 6 >

Die Erste Wr-Zeitungs-Gesellschaft ist berechtigt, ihre aus diesen Vertrage resultierenden Rechte und Pflichten, wann immer dritten Personen gegenüber abzutreten. –

§.9- <8 7 >

Herr Director Gustav Mahler verpflichtet sich hiemit das Recht der Vervielfältigung, der Veröffentlichung und des Vertriebes (:Verlagsrecht:) sämmtliche Tonwerke, welche er in Hinkunft schaffen wird, vor allen anderen Personen der Ersten Wiener-Zeitungs-Gesellschaft anzubieten. –

Diese letztere hat innerhalb 14 Tagen nach Erhalt der Manuscripte der bezüglichen Tonwerke schriftlich zu erklären, ob und unter welchen Bedingungen sie das

(Blc.), the latter also under the terms and conditions of this contract.

§6-<5 >

~~After the demise of Director Gustav Mahler the Erste Wiener Zeitungs Gesellschaft will be accorded the right to release itself at any time from the further payment of the percentage share of the net income from the works inherited by the publisher by the one-off payment of a sum of in full settlement of all claims to the heirs of Director Gustav Mahler whereby all claims of these heirs and likewise every liability of the Erste Wiener-Zeitungs-Gesellschaft to these heirs under this contract will terminate. [Deleted in pencil with a marginal note: Deleted in the original contract].~~

§.7 <6 5 >

Director Gustav Mahler undertakes to join the Gesellschaft der Componisten, Autoren und Musikverleger as a member. Each of the contracting parties has the right to the royalties or other earnings due to them individually in accordance with the statutes of this Association and is entitled to direct claims to the above-named Association.

§.8- <7 6 >

The Erste W-Zeitungs Gesellschaft is entitled to assign at any time any of its rights resulting from this contract to a third person.

§.9- <8 7 >

Director Gustav Mahler undertakes hereby to offer the rights of reproduction, publication and marketing (publishing rights) in all musical works which he will compose in the future, to the Erste Wiener-Zeitungs-Gesellschaft before all other persons.

Within 14 days of the receipt of the relevant musical works the latter [EWZG] must declare in writing whether and under what conditions it wishes to

Verlagsrecht erwerben wolle, widrigens Herr Director Gustav Mahler das vollständig freie Verfügungsrecht über sein Werke erhält. –

Erklärt die Erste Wiener-Zeitungs-Gesellschaft, dass sie auf das Verlagsrecht reflectieren, so verpflichtet sich Herr Director Gustav Mahler, mit keinem anderen Reflectanten abzuschliessen, bevor er nicht der Ersten Wiener-Zeitungs-Gesellschaft die von diesem dritten Reflectanten angebotenen Bedingungen bekanntgegeben hat. –

Will die Erste Wiener-Zeitungs-Gesellschaft die von diesen dritten Reflectanten angebotenen Bedingungen erfüllen, so gebührt ihr unter allen Umständen der Vorzug. –

Soweit dann in einem solchen Falle keine besonderen Vereinbarungen getroffen werden, ist die Erste Wiener Zeitungs-Gesellschaft berechtigt, das Verlagsrecht an dem neuen Tonwerke unter den Bedingungen und Modalitäten dieses Vertrages auszuüben. –

Im Falle das Zuwiderhandelns gegen die Bestimmungen dieses Paragraphen verpflichtet sich Herr Director Gustav Mahler, und zwar für jeden einzelnen Fall zur Zahlung einer keiner richterlichen Mäßigung unterliegenden Conventional-Strafe von 5000Fl., in Worten: Fünf Tausend Gulden, O.W. bei deren Einforderung die Erste Wiener Zeitungs-Gesellschaft von dem Nachweise eines erlittenen Schadens befreit sein soll.

§.10 <98>

Im Falle die Erste Wiener Zeitungs-Gesellschaft in die Lage kommen sollte, Eingriffe in die von ihr erworbenen ausschließlichen Verlagsrechte des Herrn Director Gustav Mahler zu verfolgen, wird derselbe der Gesellschaft auf deren Costen Vertretung leisten, respective den bezüglichen Rechtsstreiten als Intervenient beitreten. –

§.11 <109>

Die mit der Erreichung dieses Vertrages verbundenen Costen, insbesondere an Stempeln, tragen beide Theile je zur Hälfte. –

Ausgenommen hiervon sind jene Gebühren, welche Herrn Director Gustav

acquire the publishing rights, otherwise Director Gustav Mahler retains the full and unencumbered right of disposal of his works.

If the Erste Wiener-Zeitungs-Gesellschaft declares that it is considering purchasing the publication rights, Director Gustav Mahler undertakes to finalise [an agreement] with no other prospective purchaser until he has made known to the Erste Wiener-Zeitungs-Gesellschaft the terms offered by this third party.

If the Erste Wiener-Zeitungs-Gesellschaft wishes to match the terms offered by this third party, then in all circumstances it is due precedence.

Provided that in such a case no special arrangement is made, the Erste Wiener-Zeitungs-Gesellschaft is entitled to exercise the publishing rights of the new musical work under the terms and conditions of this contract.

Director Gustav Mahler agrees, in the event of the infringement against the provisions of these paragraphs, to the payment of a penalty for breach of contract, not subject to judicial review, of 5000Fl, in words: five thousand Gulden, O.W. for each individual instance, for the demand of which the Erste Wiener-Zeitungs-Gesellschaft shall be exempt from having to provide any evidence of a loss sustained.

§.10 <98>

If the Erste Wiener Zeitungs-Gesellschaft should be in the position of needing to challenge encroachments on the exclusive publishing rights assigned to it by Director Gustav Mahler, in respect of the related legal proceedings the latter, as plaintiff, shall undertake representation of the Company at its expense.

§.11 <109>

Both parties bear equally the costs associated with the completion of this contract, particularly stamp duty.

Excluded from the above are those fees which could be apportioned to Herr

Mahler von der ihm im §.5 [4] erwähnten 50%igen Gewinnstheiligung bemessen werden könnten. –	Direktor Gustav Mahler by the 50% share of the profits due to him, referred to in §. 5 [4].
§.12 <11 10> Beide Theile verzichten darauf diesen Vertrag wegen Verletzung über die Hälfte des wahren Werthes anzufechten .–	§.12 <11 10> Both parties herewith renounce contesting this contract on account of infringement for more than half of the true value.
§.13 <12 [recte: 11]> <(auch im Original Vertrag Sprung von §10 auf §12)> Von diesem Vertrage wurde eine Ausfertigung errichtet und der Ersten Wiener Zeitungs-Gesellschaft behändigt. – Herr Director Gustav Mahler erhält eine beglaubigte Abschrift. – Urkund dessen nachstehende eigenhändige Fertigungen. – Wien, am ... Februar 1898.–	§.13 <12 [recte: 11]> <(also in the original Contract [a] jump from §10 to §12)> A top copy of this contract will be prepared and handed over to the Erste Wiener Zeitungs-Gesellschaft. Herr Direktor Gustav Mahler will receive a certified copy. Deed with handwritten signatures hereunder. Vienna, on February 1898.

Commentary

The most notable feature of the contract's preamble is the absence of Jos. Eberle & Co. from the parties named. Eberle (1845–1921) had founded his lithographic printing business c. 1873, and by the late 1880s he was the sole owner of a major printing firm that boasted the most modern and extensive music printing facility in the Dual Monarchy.³⁷ In 1894 he sold the business to the Erste Wiener Zeitungs Gesellschaft (hereafter EWZG), another firm with interests in the printing industry, but one founded on a different and more modern business model: a well-capitalized joint stock company with substantial support from Viennese banks, that had been established in 1891 as the owner, printer and publisher of the *Illustriertes Wiener Extrablatt*, one of the large-circulation daily papers in Vienna. Eberle had been on the board since its foundation and remained to manage his old printing works within the enlarged corporation: the business name Jos. Eberle & Co. was retained as a trading name, especially for the music-related business.³⁸ It is this management structure to which Mahler alludes, but fails to fully explain, in an important letter to Hermann Behn, dated 21 January 1898,³⁹ which requests that Behn arrange for the transfer of the engraved plates of the full score of the Second Symphony and Behn's two-piano arrangement of the work from the original engraver, C.G. Röder in Leipzig, to 'Eberle u Cie' in

³⁷ For an account of the firm's music-related activity, see www.mahlercat.org.uk/Pages/Publishers/Eberle.htm (accessed 27 September 2017) and Paul Banks, "'The Foremost and Unrivalled Music Engraving Business in Austro-Hungary": Josef Eberle (1845–1921), Printer, Publisher and Manufacturer of Manuscript Paper' (in preparation).

³⁸ A similar arrangement was adopted when, the following year, EWZG also acquired another, rather different, specialist printer, the Artistische Anstalt, Buchdruckerei und Verlagsanstalt R. v. Waldheim, and the founder's name was again retained for trading purposes. The two specialist subsidiaries were gradually merged within the EWZG conglomerate in the late 1890s, as discussed below.

³⁹ See Willnauer, *Gustav Mahler Briefe*, 110.

Vienna. Both editions had been published 'In Commission' by F. Hofmeister in Leipzig, and this arrangement was to be terminated. The plan was that both scores would be reissued alongside the first editions of the First and Third Symphony,⁴⁰ but notably the draft contract does not specifically stipulate that Mahler would supply the necessary plates to EWZG, or that Behn's arrangement was to be part of the scheme.

That omission may have been an oversight (though a financially significant one), but if not, it raises the issue of the date of this document. The last line of the contract indicates that when it was prepared the final version was meant to be signed in February 1898. Paragraph 4, however, refers only to 'possible subventions', suggesting it was drafted (and annotated) before early February when Mahler was informed of the success of Adler's application. The absence of any reference to the plates for the Second Symphony may indicate a date in the first half of January or earlier. Moreover, the marginal note to §6 [original numbering] refers to an earlier draft – 'the original contract' – which may well have been prepared in late 1897. That by that time discussions with EWZG had reached the stage of contractual negotiations is consistent with Mahler's confident assertions to Bauer-Lechner on 31 December 1897.

It is very unlikely that Josef Eberle was involved in the discussions, not least because by 16 September 1897 he had been replaced as manager of his old printing operation, and at the start of the new year was involved in a bitter dispute with the EWZG Board, culminating in his resignation c. 17 January, and his establishment of a new printing and publishing business. In any case, the music printing side of Eberle's operation had for some years been managed by his brother-in-law, the composer and conductor Josef Stritzko (1861–1908).⁴¹ It was Stritzko who had negotiated the contract with Bruckner in 1892, and in 1898 he decided not to follow Eberle, but to remain with EWZG, was rewarded with a Directorship and in later years was Mahler's point of contact with 'the newspaper company'.

§ 1. This covers the acquisition of all the publishing rights to Mahler's first three symphonies, even though EWZG was not a music publisher: Mahler's letter to Behn acknowledges this situation and reports that the firm would find a suitable publisher, probably Doblinger. This arrangement was adopted for the printing and distribution of the works by Bruckner acquired by Eberle in 1892, for which Doblinger was indeed the publisher 'on Commission', but for whatever reason, Mahler's three symphonies were eventually assigned to Weinberger under a similar agreement, perhaps because the latter already had the *Lieder eines fahrenden Gesellen* in his catalogue (however see also the notes on § 9 below).

It is probable that § 1 was modified before signature, because although the draft lists only three works by Mahler, between 1898 and 1902 six (including *Das klagende Lied*, the twelve *Wunderhornlieder* and the Fourth Symphony) were issued with plate numbers in a single series (albeit with anomalies) running from 1 to 35, and the rights to all six were sold by EWZG (by then renamed – see below) to Universal-Edition in 1910. Most likely, the Fourth Symphony (begun in the summer of 1899) was offered to EWZG under the terms of § 9, but the cantata and the songs were specifically listed in the final version of the contract: their inclusion must have involved further negotiation, which in turn would help to explain why the contract

⁴⁰ The full score was so reissued (under the Weinberger imprint) ca. 1899, but the arrangement was not reprinted until 1914 when it was published by Universal-Edition.

⁴¹ For a biography and list of works, see www.mahlercat.org.uk/Pages/Publishers/Stritzko.htm (accessed 27 September 2017).

was not signed until August 1898.⁴² However, there is no clue in any of the documents referred to here that explains why, when it was eventually published in 1902, the Fourth Symphony was issued on commission by Doblinger, not Weinberger.

The third sentence of the section reflects the need to recognize the rapidly evolving state of copyright law during this period, both within Austro-Hungary (see above p. 4) and internationally, with the Monarchy's adoption of bilateral copyright treaties with countries such as Italy (1890), United Kingdom (1893) and Germany (1899). A similar, but less elaborately worded provision was included in Mahler's contract with C. F. Kahnt for the publication of various Lieder, dated 13 April 1905.⁴³

§ 4. The deletion of this paragraph is notable: as a result, the draft contract had no provisions to ensure that the works would be marketed. The only documentation of the business arrangements between EWZG and Weinberger (and subsequently Doblinger) for their distribution to have come to light are letters from Doblinger (B. Herzmannsky) (17 June 1910) and Weinberger (23 June 1910) that merely indicate that the works they published were 'In Commission';⁴⁴ none for those relating to the editions of study scores and piano duet arrangements issued 'In die Universal-Edition aufgenommen' between 1906 and 1910 has been located.

§ 5.⁴⁵ This section details the payment by royalty for the rights, but unlike the earlier Weinberger contract this clause includes advertising among the deductible costs. In the absence here of any statement to the contrary, the contract was apparently not yet conditional on the award of a subvention.⁴⁶ On the other hand Mahler was bound to accept the EWZG estimates of the costs incurred. In his second memorandum to the GFdWKL Adler reported that the estimated printing costs for the full scores, parts and piano arrangement (four hands) of the First and Third Symphonies, and the parts of the Second were 12,000 Fl.⁴⁷ So, allowing for the subsidy, the revenue from sales would have had to generate an income of well over 9000 Fl. before Mahler received any royalty. The retail prices (RP) in Gulden (Fl.) are shown in Table 1, but the wholesale price paid by music sellers would have been about 30–40 per cent less.⁴⁸

⁴² Renate Hilmar-Voit reports that the contract was for 'Symphonien 1, 2 und 3, die Lieder eines fahrenden Gesellen, Das klagende Lied und zwölf Wunderhorn-Lieder' in Gustav Mahler, *Des Knaben Wunderhorn: Gesänge für eine Singstimme mit Orchesterbegleitung, Sämtliche Werke*, Band XIV/2 (Vienna: Universal Edition, n.d.), XVI. Unfortunately no source is cited, and the reference to the *Lieder eines fahrenden Gesellen* is unexpected, since the publishing rights were already owned by Weinberger.

⁴³ See Willnauer, *Gustav Mahler Briefe*, 163.

⁴⁴ Kept with the draft EWZG contract in the archives of Musikverlag Doblinger, Vienna; see also below.

⁴⁵ From here onwards the references are to the original paragraph numbers.

⁴⁶ Between 1903 and 1906 Mahler sold the rights to Symphonies Nos. 5 and 6 outright for single payments, though the songs published by C.F. Kahnt were also covered by royalty payments.

⁴⁷ In 1892, at an early stage in negotiations with Bruckner, Eberle had estimated the printing costs for 100 copies of both the full score and the orchestral part set for his First Symphony at 1410.67 Fl. Because the proposed sizes of the initial print runs of the Mahler Symphonies are unknown, no straightforward comparison of the two estimates is possible.

⁴⁸ * indicates here and in Table 2 that retail prices in Austrian Gulden were not advertised, and so the figure has been derived from the price advertised in Marks, using the conversion rate applied by Weinberger in providing prices in both currencies on the material published for the first two symphonies. (Although by 1906 the Austrian unit of

Table 1 Retail prices of Weinberger issues of Symphonies Nos. 1–3

	Full score RP (Fl.)	Parts RP (Fl.)	Piano arr. RP (Fl.)	Vocal score RP (Fl.)	2-Piano arr. RP (Fl.)
Symphony No. 1	18	22.8	4.8		
Symphony No. 2	21	27	4.8	0.60	7.20
Symphony No. 3	24*	36*	6*	0.72*	

No details of the print runs of these first issues are available, but those for the study scores and piano duet arrangements issued by Universal-Edition in 1906–1909 are given in Table 2.⁴⁹

Table 2 Print runs of study scores and piano duet arrangements issued by Universal-Edition, 1906–09

	Study score Print run	RP (Fl.)	Piano arr. Print run
Symphony No. 1	800 (3)	3.6*	350 (2)
Symphony No. 2	800 (3)	3.6*	350 (2)
Symphony No. 3	1600 (3)	3.6*	150 (1)

The preparation of each reprint would have involved additional production costs, so it seems unlikely that either party to the contract would make any profit quickly (but see below). Under the provision of the final sentence in the clause, EWZG had to provide Mahler with annual statements, but (as the arrival of a similar statement from Schott's in 1903 later reminded Mahler) they rarely complied with this provision.⁵⁰

From documents relating to Mahler's negotiations with Universal-Edition in 1909–10 it is clear that the final version of the EWZG contract adopted a different royalty arrangement for the 'non-symphonic works': Mahler received 50 per cent of the gross income (i.e. with no deduction of any costs).⁵¹

§6. The deletion of this paragraph may simply have been a pragmatic reflection of the difficulty at that stage in Mahler's publishing career of estimating and agreeing on an equitable amount to be paid for a full and final buy-out of the rights of his heirs.

§7. This sought to exploit the establishment, in 1895, of the legal framework for the collection of performance royalties for non-theatrical works in Austria: the Gesellschaft der Autoren, Komponisten und Musikverleger had held its first

currency had changed (2 Krone = 1 Gulden), the retail prices in Table 2 are given in Gulden for ease of comparison.)

⁴⁹ I am most grateful to Universal Edition, Vienna, for allowing access to the firm's *Verlagsbücher*. The figures in parentheses give the number of separate printings involved. The large aggregate print run for the study score of the Third presumably reflects the extraordinary initial impact it had at its premiere in 1902, while the single small print run of the duet arrangement (1906) suggests a dropping off of interest, which may also be traced in the number of performances of the work per annum up to 1914.

⁵⁰ See *Ein Glück ohne Ruh': Die Briefe Gustav Mahler an Alma*, ed. Henry-Louis de La Grange, Günter Weiß and Knud Martner (Berlin: Siedler, 1995), 164–165.

⁵¹ See Mahler to Freund, [mid-July 1910] in Willnauer, *Gustav Mahler Briefe*, 221, and Mahler to Universal-Edition, 11 August 1910 in Willnauer, *Gustav Mahler Briefe*, 225.

meeting on 17 October 1897. Mahler remained a member until 1903, when, under the influence of Richard Strauss, he resigned from the Gesellschaft and joined the Berlin-based Genossenschaft deutscher Tonsetzer. Josef Stritzko had agreed to Mahler's resignation from the Vienna society, but was very concerned that the Genossenschaft would impose high performance fees (250–400 Mk) that would discourage the performance of the works owned by EWZG.⁵²

§ 9. The basic provisions of this section must have been retained in the final version of the contract because Mahler recalled it when he began correspondence about the rights to his Fifth Symphony with C. F. Peters in late July 1903.⁵³ Although he had probably not fully complied with the procedure specified in the contract, he was soon able to report to Bruno Walter: 'Luckily I have just reached an amicable settlement with my publisher and can now dispose of my works freely!'⁵⁴ Such a readiness to abandon the first-refusal provision of the contract may be evidence of a shift in the enthusiasm of EWZG for its continuing role as both Bruckner's and Mahler's publisher. This interpretation is reinforced by evidence of an offer made in 1906 – but not taken up – to sell the rights to Bruckner's symphonies and Mahler's first four to C. F. Peters for 160,000 Marks.⁵⁵

Postscript

Early in 1908 Emil Hertzka replaced Arthur Fadüm as the managing director of Universal-Edition,⁵⁶ and in dealing with the financial crisis he inherited, began to shift the publishing activity of the firm decisively towards new music. One result, revealed by the Universal-Edition *Verlagsbuch*, was that in the summer of that year a new batch of Mahler scores owned by Viennese companies was to be 'In die Universal-Edition aufgenommen' (see Table 3). As with the early publications, Universal-Edition was planning to issue the works in formats that would appeal to the widest market – voice and piano scores – and ignored the orchestral scores and parts.⁵⁷

⁵² The best account of this episode, including Stritzko's letter to Mahler, is in *Gustav Mahler–Richard Strauss Correspondence 1888–1911*, ed. Herta Blaukopf, tr. Edmund Jephcott (London: Faber and Faber, 1984), 132–4; but see also Klemm, 'Zur Geschichte der Fünften Symphonie'. Stritzko believed that performance fees of 50–100 Mk were more realistic. Apparently the AKM has no records relating to Mahler's membership 1898–1903 (correspondence with MMg. Tamara Herker, AKM, October 2015).

⁵³ See Mahler to Emil Freund [?23–28 July] 1903, *Selected Letters of Gustav Mahler*, ed. Knud Martner (London: Faber and Faber, 1979), 270.

⁵⁴ Mahler to Bruno Walter [?August 1903], *Selected Letters*, 270.

⁵⁵ *Daten zur Geschichte des Musikverlages Peters*, ed. Bernd Paschnicke (Leipzig: Edition Peters, 1975), 38. Klemm suggests that the unidentified source of the offer was Weinberger ('Zur Geschichte der Fünften Symphonie', 93, n. 35), and Henry-Louis de La Grange identifies the source as Universal-Edition. See *Gustav Mahler: Vienna, Triumph and Disillusion (1904–1907)* (Oxford: Oxford University Press, 1999), 502, n.132). Neither suggestion seems plausible since neither firm owned the rights to these works.

⁵⁶ See *Neuigkeits-Welt-Blatt* 35/42 (20 February 1908): 9, where Hertzka was described as 'einer auf dem Gebiet des Verlags bekannter Fachmann'. Fadüm had been appointed as Weinberger's successor in 1906.

⁵⁷ The exact nature of the publishing arrangement for the three 1910 printings is uncertain: if they were issued by Universal-Edition under licence from Weinberger, as seems to have been the intention in 1908 when the edition numbers were assigned, then no copies have been located to date. If not, one might wonder whether they were 'advance' printings anticipating the transfer of rights in the works which was already under negotiation.

Table 3 First print orders for Universal-Edition Nos. 1690–1692, 1694. From the Universal-Edition *Verlagsbuch I*

Ed. No.	Work	Format	Date of order	Date of receipt	No. of copies
1690	<i>Lieder eines fahrenden Gesellen</i>	Voice & Piano	1908.10.30	1908.11.27	200
1691	<i>Des Knaben Wunderhorn</i> , vol. 1	Voice & Piano	1910.03.14	1910.03.18	100
1692	<i>Des Knaben Wunderhorn</i> , vol. 2	Voice & Piano	1910.03.14	1910.03.18	100
1694	<i>Das klagende Lied</i>	Vocal score	1910.02.08	1910.02.30	30

Of more far-reaching importance was the approach made to Mahler the following summer about the possibility of Universal acquiring the rights to his works owned by Waldheim-Eberle: the composer was clearly not averse to the proposal, and on 7 June 1909 he signed a document agreeing in principle to such a transfer 'providing that all my guaranteed rights remain with me'.⁵⁸ At about the same time discussions began concerning the publication by Universal-Edition of Mahler's Eighth Symphony ahead of the first performances planned for the following year; there seems to have been no further discussion of the transfer of the earlier works to Universal-Edition until July 1910, when Hertzka visited Mahler at his summer retreat at Toblach, as reported by Alma Mahler:

Als ich im Sommer nach Toblach gekommen war, berichtete mir Mahler, dass Direktor Hertzka von der Universal Edition da gewesen sei; er habe die ersten Symphonien Mahler übernommen und diese vier Symphonien, die mit der Gesteungssumme von 50.000 Kronen (10.000 Dollar) gebucht waren, seien nun fast aktiv gewesen, es fehlte nur noch die Summe von 2500 Kronen. Nun aber wollte die Universal Edition auch Werke Bruckners übernehmen und grosszügige Propaganda dafür machen. Dies könne aber nur geschehen, wenn Mahler seine Symphonien aufs neue mit 50.000 Kronen belasten liesse. Mahler fand das gut und richtig Das war ein grosses Geschenk an seinen tiefverehrten toten Freund.⁵⁹

When I returned to Toblach that summer after, Mahler told me that Hertzka of Universal Edition had been to see him. He had taken over Mahler's early symphonies and these four symphonies, for which production costs of 50,000 crowns were recorded, were now quite active and were now only 2,500 crowns short. However, Universal Edition also wished to take over and extensively promote works by Bruckner. This could only happen if Mahler allowed his symphonies to be burdened with a further deficit of 50,000 crowns.

Mahler found that right and proper This was a great gift to the memory of his deeply revered, departed friend.

⁵⁸ Willnauer, *Gustav Mahler Briefe*, 198.

⁵⁹ Alma Mahler, *Gustav Mahler: Erinnerungen und Briefe* (Amsterdam: Allert de Lange, 1940), 215.

Broadly speaking, Alma Mahler's third-hand summary of the meeting is plausible,⁶⁰ despite some potential anomalies, and the essence is confirmed by the contractual letter of 11 August (see below). Though the reported discussion (and Mahler's subsequent letter of agreement) concerned only the first four symphonies, this limitation presumably reflected the limited interest in and income-generating power of *Das klagende Lied* and the *Wunderhornlieder*. However, it appears that Hertzka was being disingenuous. The 50,000 Kr. figure (i.e. the equivalent of 25,000 Fl.) given for the production costs would only be consistent with the 1897 estimate of 12,000 Kr. for the production costs for the first three symphonies if the GFDKWL subsidy for Symphonies Nos. 1–3 was omitted from the calculation, and the comparison made on the basis of numbers of engraved plates involved in *all six* works covered by the 1898 contract. For the works covered by the original estimate 1653 plates were engraved in 1898–99; thereafter some new plates were required for the study score editions of the first three symphonies (1905–06) and for three other works not included in the 1898 estimate (see Table 4).⁶¹

Table 4 Numbers of plates engraved for the Mahler works owned by EWZG

	Plates	Total plates
Symphonies 1–3 (1898–99)	1653	
Symphonies 1–3 (1905–06)	153	
Symphony 4 (1902)	446	
<i>Des Knaben Wunderhorn</i> (1899)	393	
<i>Das klagende Lied</i> (1902)	416	3061

But, as noted above, Mahler had never been liable for the repayment of the production costs of the publication of *Das klagende Lied* or the *Wunderhornlieder*, so to include them in the calculations was of dubious validity. Moreover, the acquisition by Universal-Edition of the works by Bruckner had already been agreed in principal by an exchange of letters on or about 21 June 1910, under the terms of which the rights and engraved plates to the works by both Bruckner and Mahler would be sold by the Druckerei- und Verlags-Aktiengesellschaft vorm. R. v. Waldheim, Jos. Eberle & Co. (the name adopted by EWZG from 1906⁶²) to Universal-Edition for 120,000 Kr., to be paid in 12 annual instalments of 10,000 Kr.⁶³

⁶⁰ This was also the view of Henry-Louis de La Grange; see *Gustav Mahler: A New Life Cut Short (1907–1911)* (Oxford: Oxford University Press, 2008), 794.

⁶¹ The figures are derived from the inventory of plates held by Waldheim-Eberle c. 1910 (in the archives of Musikverlag Doblinger). It should be borne in mind that during the period 1900–1906 costs – particularly labour costs – had increased.

⁶² After a decline in circulation figures and profits the *Illustriertes Wiener Extrablatt* was sold by EWZG in 1905, and the approach to Peters (see above) was undoubtedly made in an attempt to raise further capital from its copyright assets. The year after the sale of the newspaper the firm adopted the rather cumbersome new name; the shortened form 'Waldheim-Eberle' was widely used even before it was formally adopted c. 1915.

⁶³ Documents relating to this transaction are also located in the archives of Musikverlag Doblinger.

Hertzka's strategy was to acquire rights to works that fitted in well with his plans for a reform of the Universal-Edition catalogue, but at minimal cost, with payment spread over more than a decade and subsidized by Mahler's willingness to forego a further 50,000 Kr of royalties from his first four symphonies: the head of Universal-Edition was, after all, 'well-known as a specialist in the field of publishing'!

Mahler signed the contractual letter to Universal-Edition, outlining their agreement over the transfer of rights on 11 August 1910.⁶⁴ It is mostly concerned with Symphonies Nos. 1–4 and in particular deals with how the 50,000 Kr. were to be repaid—from income from the symphonies only:

Ich habe mich damit einverstanden erklärt, dass, Sie als Ankaufspreis für diese 4 Symphonien K 50.000. – in Worten Fünzigtausend Kronen in Anrechnung bringen und diesen Betrag als Herstellungskosten verrechnen. Es steht mir demnach mein Anteil von 50% am Reingewinn erst dann zu, wenn der vorerwähnte Ankaufspreis von K 50.000. --, sowie die etwa noch hinzukommenden Herstellungskosten getilgt sind.

I have agreed that you will charge K. 50,000 (in words fifty thousand crowns) as the purchase price for these 4 symphonies and reckon this amount as production costs. Therefore my share of 50% on net income will only become payable when the aforementioned purchase price of K 50,000 together with any subsequent production costs is repaid.

For accounting purposes, a single unified account would be maintained for the four works together. Otherwise Mahler notes that Universal-Edition had taken over the 1898 publication contract and that the accounting arrangements for the non-symphonic works would be continued as specified there. However, since the purpose of this letter was to record the agreed modifications to the terms of original 1898 contract, one other provision is notable. On 15 July 1910 Mahler wrote a letter to Freund to ask for two changes to a draft letter of contract (which has not come to light) between himself and Universal-Edition, but at the end raised the issue of the first-refusal clause (i.e. § 9 of the unrevised draft) of the EWZG contract:

Wenn ich nicht irre, so ist der Vorkaufsparagraph durch Wegfall der Konventionalstrafe irrelevant. – Wenn ja, so bin ich mit dem Abkommen einverstanden. – Wenn nicht, dann bitte ich, mich zu verständigen.⁶⁵

If I am not mistaken, the right of first refusal clause is made irrelevant by the omission of the penalty for breach of contract. – If so, I find the agreement quite acceptable. – If not, please let me know.

⁶⁴ Willnauer, *Gustav Mahler Briefe*, 224–5.

⁶⁵ Willnauer, *Gustav Mahler Briefe*, 226. Willnauer redates the letter to '15.? August 1910'; all previous editions have accepted the dating (probably from Freund himself) in the 1924 edition of Mahler's letters. Since Mahler's proposed revisions form the basis of the version of the contractual letter he signed on 11 August, this letter to Freund must be earlier.

But the obligation the clause placed him under clearly rankled, and on the same day he sent a postcard to Freund:

Vergiß [nicht] bei der vorzunehmenden Abmachung mit der U-Edition, daß dieser äußerst unbequeme, vor allem schmäbliche Passus, daß ich immer erst anfragen muß, wenn ich was gemacht haben, *fallen* muß. Es ist ja wahrscheinlich nur akademischer Natur, denn ich gedenke von der U.E. nicht mehr wegzugehen. Aber trotzdem stört mich die Sache, so oft ich daran mich erinnere.⁶⁶

In connection with the pending arrangements with U.-Edition, [don't] forget this highly inconvenient and, above all, humiliating passage that I should always have to ask first when I have written something should be omitted. It is probably only of an academic nature, since I'm not thinking of leaving U. E. But nevertheless, the matter annoys me whenever I think about it.

Mahler himself had raised the matter with Hertzka two days later,⁶⁷ but from the subsequent contractual letter of agreement it would appear that he had to be content with an assurance:

Sie haben mir gleichzeitig die Erklärung angegeben, dass Ihnen auf Grund des Art. 7 des Ihnen übernommenen Verlagsvertrages vom 12. August 1898 ein Anspruch auf Schadenersatz oder Konventionalstrafen in Bezug auf meine bisher verlegten Werke gegen mich nicht zusteht.⁶⁸

At the same time, you have given me the clarification, that on the basis of clause 7 of the publication contract of 12 August 1898 acquired by you, you have no entitlement to claim damages or penalties for breach of contract against me in relation to my previously published works.

After his departure from Vienna Mahler's contacts with Waldheim-Eberle were probably very limited, not least because in 1907 his main contact within the firm, Josef Stritzko, had been dismissed after financial irregularities were uncovered, and died the following year. The consequential management changes seem to have done nothing to improve the diligence of their accounting, as is clear from Mahler's penultimate letter to mention the company, written to Emil Freund from New York on 3 February 1910: 'Please give the newspaper company a sharp prod, since it has for years been neglecting its contractual obligation to send me a statement.'⁶⁹ However, notwithstanding the shortcomings of Waldheim-Eberle's accounting department,⁷⁰ the draft contract offered to Mahler in 1898 by EWZG, even though it offered him neither an honorarium for the rights, nor a regular retainer as did the earlier contract offered to Bruckner by Jos. Eberle, was not ungenerous, and did at least make his early symphonies more easily available for performance. Indeed, when viewed in the context of the realities of music publishing in the late nineteenth century it is apparent that both contracts imply levels of investment and a tacit acceptance of a high commercial risk that verge on

⁶⁶ Willnauer, *Gustav Mahler Briefe*, 222.

⁶⁷ Willnauer, *Gustav Mahler Briefe*, 223.

⁶⁸ Willnauer, *Gustav Mahler Briefe*, 225.

⁶⁹ *Selected Letters*, 351.

⁷⁰ There should have been a small income generated by the sales of the songs and *Das klagende Lied*.

corporate patronage. The symphony was an ambiguous genre in a German music publisher's catalogue: although it stood at the top of any hierarchy of instrumental genres based on cultural prestige, it was highly problematic from a commercial perspective. The production costs of full scores and parts were high, but sales were very modest: only arrangements (more costs) and, after c. 1900, study scores, had any potential for making a profit.⁷¹ The inclusion of such works in the catalogues of publishers such as Schott, Breitkopf & Härtel, Kistner, Kahnt and Peters could be construed as conferring prestige on their businesses, and were financed initially by internal cross-subsidization.

In Austria, such motivations and mechanisms, if they operated at all, probably did so differently. There were no music publishers on the scale of the large German houses, and with few exceptions the firms' catalogues consisted mainly of popular rather than serious music (to use contemporary terms), in which modern symphonies were not so much prestigious items as anomalies. With smaller capital reserves, Viennese publishers were less able to cross-subsidize the publication of symphonies; strikingly, of the 14 new symphonies published in Vienna between 1880 and 1899, at the very least four by Bruckner and all three by Mahler were partially or entirely funded by external subsidies.⁷² However, a further four by Bruckner⁷³ and, in 1901, Mahler's Fourth, were published with no such external subsidy, but in these cases the initial capital investment was supplied not by a publisher, but by their printer, Jos. Eberle and EWZG respectively. It seems unlikely that these investments were motivated by a desire to mould a reputation or brand awareness among consumers of art music, since the publications were never publicly associated with the printing company, and all five works were issued under the imprint of Doblinger. But they can be understood in the context of music printing in Vienna: by the late 1880s Eberle was the largest of the modest number of music printers in Austria, but was involved mostly in the origination of relatively small-scale and graphically straightforward publications. The contracts with Bruckner and Mahler offered the firm opportunities to demonstrate its engravers' and printers' ability to match major German music printers in supplying graphically challenging full scores of extended works to Austrian publishers. By the late 1890s these opportunities were timely because plans were underway to establish a new publishing house, Universal-Edition, that was in part designed to challenge the hegemony of German publishers and to repatriate the publication of Austrian music. A crucial element in these plans was the existence of an Austrian music printer with the expertise and capacity to fulfil the expected orders, a role that EWZG/Waldheim-Eberle would continue to play for many years. By 1910, when Hertzka was negotiating the acquisition of the rights to works by Bruckner and Mahler acquired by Eberle and EWZG, Mahler

⁷¹ Stefan Keym, "Für den Verleger gerade die misslichste Gattung": Zum Symphonik-Repertoire der Leipziger Musikverlage und seiner Re-Internationalisierung im "langen" 19. Jahrhundert', in *Das Leipziger Musikverlagswesen: Innerstädtische Netzwerke und Internationale Ausstrahlung*, ed. Stefan Keym and Peter Schmitz (Hildesheim: Georg Olms, 2016), 291–328. As Table 2 reveals, by 1909 sales of the study scores of Mahler's first three Symphonies had outstripped those of the piano duet arrangements.

⁷² See Paul Banks, 'Mahler and Music Publishing in Vienna 1878–1903', in *Music and the Book Trade from the Sixteenth to the Twentieth Century*, ed. Robin Myers, Michael Harris and Giles Mandelbrote (New Castle, DE: Oak Knoll Press/London: The British Library, 2008), 179–98. The Bruckner symphonies (in order of publication) were Nos. 7, 4, 3 (1890) and 8.

⁷³ Nos. 2, 1, 5 and 6.

was no longer a recipient of patronage, had sold the rights to his Fifth and Sixth Symphonies for the exceptionally high fees of 20,000 Kr and 30,000 Kr respectively,⁷⁴ and had increased his earning power as a conductor substantially during his years in the USA, so he could perhaps afford to be generous. Hertzka no doubt relied on these changed circumstances, and thus Mahler himself became a patron.

⁷⁴ See Willnauer, *Gustav Mahler Briefe*, 120–21 and 166–7, and Tabelle 2 in Keym, “Für den Verleger gerade die misslichste Gattung”, 308. However, the failure of the Sixth had made it very difficult for Mahler to find a publisher for the Seventh; unfortunately, the fee paid by Lauterbach & Kuhn for the latter work is not known, but it is very unlikely to have been as substantial as those for its two immediate predecessors.