

Arbitrators settled an unusual battle in the publishing world yesterday by ruling that William Safire should not collect all the advance money for a book of his that William Morrow & Co. rejected as unacceptable on literary grounds.

The three private arbitrators, hired by the author and publisher to settle the dispute, said that Mr. Safire could keep the first third of his advance, \$83,333, but that Morrow did not have to pay the remaining \$166,666 because it had acted "in good faith" when it determined that the manuscript was unacceptable.

The book in dispute, once tentatively entitled "A Hurry to Be Great" and now renamed "Before the Fall," is based on Mr. Safire's views of former President Nixon and his aides as he perceived them when he was working as a speech writer for Mr. Nixon. After Morrow rejected the manuscript, Mr. Safire submitted it to Doubleday & Co., which plans to publish it next month.

During the arbitration Mr. Safire argued that because of Mr. Nixon's slide from popularity Morrow had backed out of a contract under which he was to receive \$250,000 ad-

vance against royalties.

The contract was signed in March, 1973, shortly after the Watergate burglars had been convicted. Mr. Safire submitted his manuscript to Morrow in September, 1973, after the Senate Watergate hearings had begun and H. R. Haldeman and John D. Ehrlichman had resigned from the White House.

The arbitrators ruled that Morrow did not have to pay the final two-thirds of the advance because its contract with Mr. Safire said that he to deliver an "acceptable" manuscript. They found that "there was no evidence of bad faith on Morrow's part" rejecting the manuscript.

That Doubleday later found the book acceptable and decided to publish it "does not mean, however, that Morrow had to find it acceptable to Morrow," the arbitrators said. They added that the ruling was "no reflection on Safire as an author. His reputation as a writer is excellent."

The arbitrators stressed that they had not read the manuscript because their judgement on the literary value of the book should not be "substituted for that of the publisher."

The panel decide that Mr. Safire could keep the first installment of his advance, which he received when the contract was signed, because "we find that Safire diligently and in good faith attempted to conform to Morrow's editorial suggestions and did deliver a lengthy manuscript, even though it was not acceptable to Morrow."

Lawrence Hughes, president of Morrow, said the decision "vindicates Morrow's position completely because it shows that Morrow acted within its rights and with complete good faith in finding Mr. Safire's manuscript unsatisfactory."

Mr. Safire said that he would not pursue the case any further, that "this is it." The author, now a columnist for The New York Times, said: "The arbitrators have decided that a publisher's contract is merely an option to buy an author's work." This decision means that authors, to protect themselves, must insist on a detailed definition of 'acceptability' in contracts from now on; otherwise a writer takes all the risks."