

Swinburne's Copyright: Gone Missing

For seventy-six years William Heinemann Ltd. has controlled Swinburne's copyright. Now the firm has abandoned it. Given the uncertainty that results, any other claimant should step forward.

Swinburne bequeathed all his property, "whatsoever and wheresoever," to Theodore Watts-Dunton (see *The Times*, May 18, 1909, p. 13, and my "A Swinburne Footnote," *Literary Sketches* 14 [Mid-Summer 1974]: 7-9). Watts-Dunton named his own trustees to be "the representatives and trustees of my late friend Algernon Charles Swinburne" and to deal with both men's copyright "for the benefit of his [Watts-Dunton's] estate" (*The Times*, October 29, 1914, p. 10). The trustees sold Swinburne's copyright. Chatto and Windus, his publishers, specified that "in the summer of 1914 we were ourselves in negotiation for the purchase of the copyright"; they noted that the "recent sale of the copyrights" was "the result of the action of the trustees [Watts-Dunton's], taken entirely without reference to ourselves" (*TLS*, April 5, 1917, p. 166). In Swinburne's *Posthumous Poems* (1917), Heinemann exercised his new rights. In 1919 Edmund Gosse and T. J. Wise underlined in their edition of Swinburne's *Letters* Heinemann's "having acquired the copyright on the entire writings of Swinburne" (p. v).

Heinemann has exercised those rights ever since. Witness, for example, *The Whole Music of Passion: New Essays on Swinburne* (1993) (pp. xii, 161, 163, 171, 176). Whenever I have sought permissions, Heinemann has asserted ownership: "provided full acknowledgement is made to the writer and to ourselves" (August 8, 1972); "you will print a note saying the letters are published by permission of William Heinemann Limited, London as well as printing the Copyright line 'Copyright© William Heinemann Limited 1978' . . . To ensure their copyright protection, it is absolutely vital this information is printed" (June 13, 1978); "We own the copyright in all unpublished material by Swinburne. . . . We do control quotation rights and we shall charge a fee" (January 19, 1981).

But on November 6, 1991, Catherine Trippett (Contracts Department, the Octopus Publishing Group Library, part of Reed International Books [William Heinemann Ltd.'s owner]), wrote a curator, "It seems that in the past, the copyright was assumed to belong to William Heinemann Ltd, but recently, I have been led to believe that this may not be so, according to the provisions of the 1911 copyright Act." Although Ms. Trippett allowed photocopies to be made, she specified that "William Heinemann Ltd can accept no responsibility in the event of action being taken by or on behalf of a third party claiming copyright." I wrote Ms. Trippett an account of Swinburne's copyright, but when I sought to publish the two poems in this issue, I was told, "again I have had trouble in getting advice as to who actually owns the rights in the material you have described. Our legal advisor has said that she thinks you need to contact Swinburne's estate, but unfortunately we have no records as to who they are. I regret that we are unable to help further" (April 6, 1993). —TERRY L. MEYERS