

BOOKS BY DR. PAUL BRUNTON

All published, in England, by Rider & Company, London

1. A Search in Secret India (1934 ; 2nd ed. 1970)
First published 29th June 1934.
2. The Secret Path (1935 ; 2nd ed. 1969)
First published 11th January 1935.
3. A Search in Secret Egypt (1936)
First published 2nd January 1936.
4. A Message from Arunachala (1936)
First published 7th May 1936.
5. A Hermit in the Himalayas (1937 ; 1949)
First published 23rd July 1937 (Madras) ; first British edition,
with new Preface, 1949.
6. The Quest for the Overself (1937 ; revised 2nd edition 1951 ;
3rd edition 1970)
First published 29th October 1937.
7. The Inner Reality (U.S. title : Discover Yourself) (1939 ; revised
2nd edition 1970)
First published 14th March 1939.
8. Indian Philosophy and Modern Culture (1939)
First published 23rd March 1939.
9. The Hidden Teaching beyond Yoga (I) (1941 ; revised 2nd edition 1950;
3rd edition 1969)
First published 30th June 1941.
10. The Wisdom of the Overself (II) (1943 ; 2nd edition 1969)
First published October 1943.
11. The Spiritual Crisis of Man (1952)
First published 6th November 1952.

copy → P.B.

TOKYO NEW DELHI SYDNEY SINGAPORE AUCKLAND MEXICO CITY BOGOTA MANILA



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KENNETH THURSTON HURST
PRESIDENT

May 7, 1981

Memo #81-716

TO: Kevin McDermott
Donald Weiser

Gentlemen:

I am happy to inform you that I have received the certificate of renewal registration from the Library of Congress for THE SPIRITUAL CRISIS OF MAN.

I attach a copy of this certificate for your records.

With every good wish,

Sincerely,

Keuner

KTH:sr

P.S. Under the new US copyright law, this extends protection for a further 47 years — until 2028.

NEW YORK CHICAGO PHOENIX LOS ANGELES SAN FRANCISCO WASHINGTON BOSTON MILWAUKEE MINNEAPOLIS ST. LOUIS KANSAS CITY DALLAS HOUSTON MEMPHIS JACKSONVILLE MIAMI TAMPA ORLANDO FT. LAUDERDALE MIAMI BEACH PALM BEACH WEST PALM BEACH BOCA RATON MIAMI GARDENS MIAMI SPRING MIAMI LAKES MIAMI BEACH MIAMI GARDENS MIAMI SPRING MIAMI LAKES



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Prentice-Hall International, Inc.
200 West Street
Englewood Cliffs, New Jersey 07632

May 27, 1981
New York 10017

For: Evelyn Hollander
Donald Weiss

Gentlemen:

I am happy to inform you that I have received the certificate of renewal registration from the Library of Congress for THE SPIRITUAL CRISIS OF MAN.

I attach a copy of this certificate for your records.

With every good wish,

Sincerely,

Hollander

RTH:er

Under the new US copyright law the
extends protection for a further 7
years — until 2028.

May 7, 1981

Memo #81-716

TO: Kevin McDermott
Donald Weiser

Gentlemen:

I am happy to inform you that I have received the certificate of renewal registration from the Library of Congress for THE SPIRITUAL CRISIS OF MAN.

I attach a copy of this certificate for your records.

With every good wish,

Sincerely,

KTH:sr

PS Under the new US copyright law this extends protection for a further 47 years until 2028.

May 7, 1981
Memo #81-716

TO: Kevin Moberg
Donald Weiser

Gentlemen:

I am happy to inform you that I have received the certificate of renewal registration from the Library of Congress for THE SPIRITUAL CRISIS OF MAN.

I attach a copy of this certificate for your records.

With every good wish,

Sincerely,

KTH:bx

Under the new US copyright law this extends protection for a further 47 years until 2028.

CERTIFICATE OF RENEWAL REGISTRATION

FORM RE

UNITED STATES COPYRIGHT OFFICE

This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 304 of title 17, United States Code, attests that renewal registration has been made for the work identified below. The information has been made a part of the Copyright Office records.

David L. Ladd

REGISTER OF COPYRIGHTS
United States of America

REGISTRATION NUMBER

RE

82-613

EFFECTIVE DATE OF RENEWAL REGISTRATION

Feb 4 1981
(Month) (Day) (Year)

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

1 Renewal Claimant(s)	RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions)	
	1	Name <u>Paul Brunton</u> Address <u>c/o Grindlays Ltd., 13 St. James' Square, London SW1 Y4LH</u> Claiming as <u>Author</u> ✓ <small>(Use appropriate statement from instructions)</small>
	2	Name Address Claiming as <small>(Use appropriate statement from instructions)</small>
	3	Name Address Claiming as <small>(Use appropriate statement from instructions)</small>

2 Work Renewed	TITLE OF WORK IN WHICH RENEWAL IS CLAIMED:	
	<u>THE SPIRITUAL CRISIS OF MAN</u> ✓	
	RENEWABLE MATTER: <u>ALL</u>	
CONTRIBUTION TO PERIODICAL OR COMPOSITE WORK:		
Title of periodical or composite work:		
If a periodical or other serial, give: Vol. No. Issue Date		

3 Author(s)	AUTHOR(S) OF RENEWABLE MATTER:	
	<u>Paul Brunton</u> ✓	

4 Facts of Original Registration	ORIGINAL REGISTRATION NUMBER: <u>A 80662</u> ✓	ORIGINAL COPYRIGHT CLAIMANT: <u>E.P. Dutton and Company, Inc.</u> <u>2 Park Avenue, New York 10016</u>
	ORIGINAL DATE OF COPYRIGHT:	
	• If the original registration for this work was made in published form, give: DATE OF PUBLICATION: <u>February 24, 1953</u> } or { • If the original registration for this work was made in unpublished form, give: DATE OF REGISTRATION:	

REGISTRAR OF RENEWAL REGISTRATION

The certificate issued under the seal of the Registrar
 shall be accompanied with the provisions of section 20 of
 the 17th Amendment Act, 1956, which shall be subject to the
 provisions of the said Act and the rules made thereunder. The
 provisions of the said Act and the rules made thereunder shall
 apply to the certificate issued under the seal of the Registrar
 as if they were made in relation to the certificate issued
 under the seal of the Registrar.

REGISTRAR OF RENEWAL REGISTRATION
 SECRETARY OF STATE

Handwritten signature

FORM RE

REGISTRATION OF COPYRIGHT

REGISTRATION NUMBER	RE
82-613	
CLASSIFICATION	1281

DO NOT WRITE ABOVE THIS LINE FOR COPYRIGHT OFFICE USE ONLY

<p>RENEWAL CLAIMANT(S) ADDRESS(ES) AND STATEMENT OF CLAIM (See Instructions)</p>	1	<p>Name: Paul Brunson o/o Publishers Ltd., 13 St. James Square, London SW1 1JH Author</p>	<p>1</p>
	2	<p>Name: _____ Address: _____ Claimant</p>	
	3	<p>Name: _____ Address: _____ Claimant</p>	

TITLE OF WORK IN WHICH RENEWAL IS CLAIMED

THE SPIRITUAL CRISIS OF MAN

RENEWAL MATTER
 [Stamp]

CONTRIBUTION TO PERIODICAL OR COMPOSITE WORK

AUTHOR(S) OR BENEVOLENT MATTER

Paul Brunson

ORIGINAL COPYRIGHT CLAIMANT

E.P. Sutton and Company, Inc.
 1 Park Avenue, New York 10016

ORIGINAL REGISTRATION NUMBER

A 60663

ORIGINAL DATE OF COPYRIGHT

February 24, 1923

CLASSIFICATION

OR

* If the original registration for this work was made in accordance with

RE 82-613	EXAMINED BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i>	RENEWAL APPLICATION RECEIVED: FEB. 04. 1981	FOR COPYRIGHT OFFICE USE ONLY
	DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	REMITTANCE NUMBER AND DATE: 134507 FEB 4 81	

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

RENEWAL FOR GROUP OF WORKS BY SAME AUTHOR: To make a single registration for a group of works by the same individual author published as contributions to periodicals (see instructions), give full information about each contribution. If more space is needed, request continuation sheet (Form RE/CON).

5
Renewal
for Group
of Works

Title of Contribution:	Vol. No. Issue Date
Title of Periodical:	Registration Number:
Date of Publication:	
(Month) (Day) (Year)	

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit account established in the Copyright Office, give name and number of account.)
Name:
Account Number:

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)
Name: **K.T. Hurst, President**
Address: **Prentice-Hall International**
Englewood Cliffs, N.J. 07632
(City) (State) (ZIP)

6
Fee and
Correspondence

CERTIFICATION: I, the undersigned, hereby certify that I am the: (Check one)
 renewal claimant
 duly authorized agent of: **Paul Brunton** (Name of renewal claimant)
of the work identified in this application, and that the statements made by me in this application are correct to the best of my knowledge.
Handwritten signature: (X) *[Signature]*
Typed or printed name: **Kenneth T. Hurst**
Date: **February 3, 1981**

7
Certification
(Application
must be
signed)

Mr. K.T. Hurst, President
(Name)
Prentice-Hall International, Inc.
(Number, Street and Apartment Number)
Englewood Cliffs, N.J. 07632
(City) (State) (ZIP code)

**MAIL
CERTIFICATE
TO**
(Certificate will
be mailed in
window envelope)

8
Address for
Return of
Certificate

FOR COMMITTEE OFFICE ONLY	DATE 1981 FEB 24	DEPARTMENT COMMUNITY RELATIONS	82-613	RE
	1981 FEB 24	PERSONAL ACCOUNT REGISTERED		

DO NOT WRITE ABOVE THIS LINE FOR COMMITTEE OFFICE USE ONLY

FORWARD FOR CREDIT OF WORDS BY SAME AUTHOR. To make a right adjustment for a group of words of the same kind and nature, add an amount to forward the remainder, give the remainder first and continue to show your desired target percentage in the next column.

100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

6

ADDRESS: Englewood Cliffs, N.J. 07632
 NAME: K.T. HURST, President
 COMPANY: Kentico-Hall International

7

DATE: February 1, 1981
 TO: Kenneth T. Hurst
 FROM: [Signature]

8

MAIL CERTIFICATE TO

TO: Mr. K.T. Hurst, President
 Kentico-Hall International, Inc.
 Englewood Cliffs, N.J. 07632

up May 1

April 2, 1981

The Register of Copyrights
Library of Congress
Washington, D.C. 20559

I refer to our request for renewal of copyright registration for THE SPIRITUAL CRISIS OF MAN by Paul Brunton (photostat attached) which we mailed you on February 6, 1981.

As our check has been cashed but we have not yet received the renewal certificate, we would appreciate your advice.

Yours truly,

KTH:sr

up May 1

April 2, 1981

The Register of Copyrights
Library of Congress
Washington, D.C. 20540

I refer to our request for renewal of copyright registration
for THE SPIRITUAL CRISIS OF MAN BY Paul Brunton (photos
attached) which we mailed you on February 6, 1981.

As our check has been cashed but we have not yet received the
renewal certificate, we would appreciate your advice.

Yours truly,

KTH:ex

"SCOM" Dutton

© 1953 by Dutton

28
1981

Renew ?

Check © files

Does Dutton still " " have ?

NO

2020 - 2021

10/23 by Jackson

181
85

10/23

10/23

10/23

10/23

① We need to renew © of SCOM [↓] (in) 1981 ^{before 12/31/81}
for another 47 years ————— $\frac{47}{2028}$

Is it off with Duttas? If so still renew it PB's name, as his dead

Yes, Weiser has reprinted.

1953
28
1981

REGISTRATION NUMBER
EFFECTIVE DATE OF RENEWAL REGISTRATION (Month) (Day) (Year)

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

1 Renewal Claimant(s)	RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions)	
	1	Name <u>Paul Brunton</u> Address <u>c/o Grindlays Ltd., 13 St. James's Square, London SW1 Y4LH</u> Claiming as <u>Author</u> <u>England</u> <small>(Use appropriate statement from instructions)</small>
	2	Name Address Claiming as <small>(Use appropriate statement from instructions)</small>
	3	Name Address Claiming as <small>(Use appropriate statement from instructions)</small>

2 Work Renewed	TITLE OF WORK IN WHICH RENEWAL IS CLAIMED: THE SPIRITUAL CRISIS OF MAN
	RENEWABLE MATTER: ALL
	CONTRIBUTION TO PERIODICAL OR COMPOSITE WORK: Title of periodical or composite work: If a periodical or other serial, give: Vol. No. Issue Date

3 Author(s)	AUTHOR(S) OF RENEWABLE MATTER: Paul Brunton
------------------------------	---

4 Facts of Original Registration	ORIGINAL REGISTRATION NUMBER: A 80662	ORIGINAL COPYRIGHT CLAIMANT: E.P. Dutton and Company, Inc. 2 Park Avenue, New York 10016
	ORIGINAL DATE OF COPYRIGHT: • If the original registration for this work was made in published form, give: <u>February 24, 1953</u> } or { • If the original registration for this work was made in unpublished form, give: DATE OF PUBLICATION: (Month) (Day) (Year) DATE OF REGISTRATION: (Month) (Day) (Year)	

<p>1</p> <p> </p>	<p> </p> <p> </p> <p> </p>
<p>2</p> <p> </p>	<p> </p> <p> </p> <p> </p>
<p>3</p> <p> </p>	<p> </p> <p> </p> <p> </p>
<p>4</p> <p> </p>	<p> </p> <p> </p> <p> </p>

	EXAMINED BY:	RENEWAL APPLICATION RECEIVED:	FOR COPYRIGHT OFFICE USE ONLY
	CHECKED BY:		
	DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	REMITTANCE NUMBER AND DATE:	

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

RENEWAL FOR GROUP OF WORKS BY SAME AUTHOR: To make a single registration for a group of works by the same individual author published as contributions to periodicals (see instructions), give full information about each contribution. If more space is needed, request continuation sheet (Form RE/CON).

5

**Renewal
for Group
of Works**

1	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
2	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
3	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
4	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
5	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
6	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)
7	Title of Contribution:	Vol. No. Issue Date
	Title of Periodical:	Registration Number:
	Date of Publication:	(Month) (Day) (Year)

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name:

Account Number:

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

K.T. Hurst, President

Name:

Address: **Prentice-Hall International** (Apt.)

Englewood Cliffs, N.J. 07632 (City) (State) (ZIP)

6

**Fee and
Correspondence**

CERTIFICATION: I, the undersigned, hereby certify that I am the: (Check one)

renewal claimant duly authorized agent of: **Paul Brunton** (Name of renewal claimant)

of the work identified in this application, and that the statements made by me in this application are correct to the best of my knowledge.



Handwritten signature: (X) *Kenneth T. Hurst*

Typed or printed name: **Kenneth T. Hurst**

Date: **February 3, 1981**

7

**Certification
(Application
must be
signed)**

Mr. K.T. Hurst, President

(Name)

Prentice-Hall International, Inc.

(Number, Street and Apartment Number)

Englewood Cliffs, N.J. 07632

(City)

(State)

(ZIP code)

**MAIL
CERTIFICATE
TO**

**(Certificate will
be mailed in
window envelope)**

8

**Address for
Return of
Certificate**

May 21, 1981

Prentice/Hall International
Englewood Cliffs
New Jersey 07632

Attn: Kenneth T. Hurst
Re: THE SPIRITUAL CRISIS OF MAN

Dear Mr. Hurst:

We have received your inquiry concerning the status of the renewal application received for the above work. We have completed the renewal registration and your claim has been registered under RE 82-613. If you have not yet received your numbered certificate of registration, you will receive it within a few weeks.

Please accept our apologies for the delay in handling this case.

Sincerely yours,



Rita Maturi
Supervisory Copyright Examiner
Renewals & Documents Section
Examining Division



LIBRARY
OF
CONGRESS

Washington
D.C.
20559

May 21, 1961

Professional International
Engineering Office
New Jersey 07033

Attn: Kenneth F. Jones
Re: THE NATIONAL CHARTER OF THE

Dear Mr. Jones:

We have received your inquiry concerning the status of
the national application received for the above work. We have
completed the national registration and your claim has been
received only on 5-15-61. If you have not yet received your
certificate of registration, you will receive it within a few weeks.
Please accept our apologies for the delay in handling this



UNITED STATES
GOVERNMENT

10000

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

Sincerely yours,

Director
Library Copyright Acquisitions
Division of Document Services
Learning Division

May 11, 1981

Prentice-Hall International, Inc.
Englewood, Cliffs
New Jersey 07632

Attn: K. T. Hurst, President
Re: THE SPIRITUAL CRISIS OF MAN
(A 80662, February 24, 1953)

Dear Mr. Hurst:

We have your recent inquiry concerning the status of the renewal application you filed for this work. We have completed renewal registration and your certificate is being processed. If you have not yet received it, you will receive it shortly.

Please accept our apologies for our delay in handling this claim.

Sincerely yours,
Bernard C. Dietz, Head
Renewals & Documents Section
Examining Division

By: 



LIBRARY
OF
CONGRESS

Washington
D.C.
20559

May 11, 1961

Francis-Jell International, Inc.
Engineers, Builders
New Jersey 07033



Attn: E. F. Hovey, President
Re: THE FEDERAL OFFICE OF THE
(A 6042, February 24, 1961)

Dear Mr. Hovey:

We have your recent inquiry concerning the status of
the renewal application you filed for this work. We have con-
sidered renewal registration and your certificate is being pro-
cessed. If you have not yet received it, you will receive it
shortly.

LIBRARY
OF
CONGRESS

Please accept our apologies for our delay in handling

this case.

Sincerely yours,
Edward G. Hovey, Head
General & Document Section
Training Division

[Handwritten signature]



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Johannesburg and agencies throughout
the world.

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Kenneth T Hurst Esq
Prentice/Hall International
Englewood Cliffs
N.J. 07632
U.S.A.

27 February 1981

Dear Kenneth

THE SPIRITUAL CRISIS OF MAN

Thank you for your letter of 3 February and apologise for the
delay in replying.

Our UK copyright will not be affected when you decide to renew
your US copyright later this year and remains in force, as you
say until 50 years after PB's death.

With all good wishes

Sincerely

Kevin McDermott
Managing Editor
RIDER BOOKS



Head Office: 110 Queen Victoria Street, London EC4A 3DF
Telephone: 071 252 1500
Cable: HUPUB G
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Registered in England and Wales
No. 110 Queen Victoria Street, London EC4A 3DF

Kenneth T Hunt Esq
Practice/Hill International
Rogerswood Circle
N.J. 07033
U.S.A.

27 February 1981

Dear Kenneth,


THE SPIRITUAL CRISIS OF MAN

Thank you for your letter of 2 February and apologies for the
delay in replying.

Our US copyright will not be affected when you decide to renew
your US copyright later this year and remain in force, as you
say until 30 years after the author's death.

With all good wishes

Sincerely


Kevin Roberts
Managing Editor
RIVER BOOKS

PBK

Page 2.
Donald Weiser
6/21/78

THE WISDOM OF THE OVERSELF
© E.P. Dutton & Co., Inc., 1943
© Copyright renewed by Paul Brunton, 1971 June 21, 1978

THE SPIRITUAL CRISIS OF MAN
TO: Donald Weiser & Co., Inc., 1953

Dear Donald: though we don't have a clear reading on Secret India, perhaps we should put in the following for the time being:
Here's the Library of Congress report on PB's copyrights. All seems okay except for Secret India which I'll have to check out further.

So in all your future other paperback printings would you please have both the original copyright and a subsequent renewal printed on the half-title page as follows:

THE SECRET PATH
© E.P. Dutton & Co., Inc., 1935
© Copyright renewed by Paul Brunton, 1963

THE QUEST OF THE OVERSELF
© E.P. Dutton & Co., Inc., 1938
© Copyright renewed by Paul Brunton, 1965

A HERMIT IN THE HIMALAYAS
© E.P. Dutton & Co., Inc., 1937
© Copyright renewed by Paul Brunton, 1965

A SEARCH IN SECRET EGYPT
© E.P. Dutton & Co., Inc., 1936
© Copyright renewed by Paul Brunton, 1964

A MESSAGE FROM ARUNACHALA
© E.P. Dutton & Co., Inc., 1936
© Copyright renewed by Paul Brunton, 1964

DISCOVER YOURSELF
© E.P. Dutton & Co., Inc., 1939
© Copyright renewed by Paul Brunton, 1967

THE HIDDEN TEACHING BEYOND YOGA
© E.P. Dutton & Co., Inc., 1941
© Copyright renewed by Paul Brunton, 1969

Handwritten initials in red ink, possibly "KPK".

June 21, 1978

TO: Donald Weiser

Dear Donald:

Here's the Library of Congress report on PB's copyrights. All seems okay except for Secret India which I'll have to check out further.

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© Copyright renewed by Paul Brunton, 1967

THE HIDDEN TEACHING BEYOND YOGA
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© Copyright renewed by Paul Brunton, 1969

.....

Page 2.
Donald Weiser
6/21/78

THE WISDOM OF THE OVERSELF

- © E.P. Dutton & Co., Inc., 1943
- © Copyright renewed by Paul Brunton, 1971

THE SPIRITUAL CRISIS OF MAN

- © E.P. Dutton & Co., Inc., 1953

Donald, even though we don't have a clear reading on Secret India, perhaps we should put in the following for the time being:

- © David McKay Co., 1934
- © Copyright renewed by Paul Brunton, 1962

Many thanks.

KTH/hls

THE WISDOM OF THE OVERSEAS
© E.P.utton & Co., Inc., 1943
© Copyright renewed by Paul Branton, 1971

THE SPIRITUAL CRISIS OF MAN
© E.P.utton & Co., Inc., 1953

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Many thanks.

RTH/als

June 21, 1978

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THE SECRET PATH

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- © Copyright renewed by Paul Brunton, 1965

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- © Copyright renewed by Paul Brunton, 1965

A SEARCH IN SECRET EGYPT

- © E.P. Dutton & Co., Inc., 1936
- © Copyright renewed by Paul Brunton, 1964

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- © Copyright renewed by Paul Brunton, 1964

DISCOVER YOURSELF

- © E.P. Dutton & Co., Inc., 1939
- © Copyright renewed by Paul Brunton, 1967

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- © Copyright renewed by Paul Brunton, 1969

.....2.....

June 21, 1978

TO: Donald Weiser

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 © E.P. Dutton & Co., Inc., 1932
 © Copyright renewed by Paul Brunton, 1963
- THE QUEST OF THE OVERSEER
 © E.P. Dutton & Co., Inc., 1938
 © Copyright renewed by Paul Brunton, 1963
- A HERMIT IN THE HIMALAYAS
 © E.P. Dutton & Co., Inc., 1938
 © Copyright renewed by Paul Brunton, 1963
- A SEARCH IN SECRET EGYPT
 © E.P. Dutton & Co., Inc., 1938
 © Copyright renewed by Paul Brunton, 1964
- A MESSAGE FROM ANUNAKHATA
 © E.P. Dutton & Co., Inc., 1938
 © Copyright renewed by Paul Brunton, 1964
- DISCOVER YOURSELF
 © E.P. Dutton & Co., Inc., 1938
 © Copyright renewed by Paul Brunton, 1967
- THE HIDDEN TEACHING BEYOND YOGA
 © E.P. Dutton & Co., Inc., 1941
 © Copyright renewed by Paul Brunton, 1969

.....

Keep

K



Prentice/Hall International

Englewood Cliffs • New Jersey 07632 U. S. A. / Cable PRENHALL, ENGLEWOODCLIFFS.NJ

KENNETH THURSTON HURST
PRESIDENT

Note 1st Jan 1981

June 27, 1978

Dear PB:

Further to my March 27 and May 17 letters...

1. Enclosed is a copy of the Library of Congress certified search report of U.S. copyright registrations of all your books. Good news! Dutton's did actually copyright each of them in the U.S.A., and at the expiration of the 28th year all the copyrights were renewed in your name. Therefore they are all still valid. This gives us full legal protection and the wherewithal to discourage and, if necessary, take legal action against any pirates such as Gordon Press.
 2. The only title not yet renewed is SCOM simply because renewal cannot take place before the 28th year. This will be 1981. I will then take the necessary action to renew the copyright in your name during 1981.
 3. I have accordingly written to Donald asking him to include the proper copyright and renewal notices in all his future printings -- please see my June 21 letter to him enclosed.
 4. So it is very good news indeed that we are perfectly protected in the U.S.A. Under the new copyright act of 1977 any book which has been renewed enjoys full copyright protection for 75 years from the date of the original copyright.
- This means that SECRET PATH, for instance, would enjoy protection for 75 years from 1935 until 2010.
- 75 years is the maximum copyright protection permissible under the new copyright act in the U.S.A.
5. So all is well as far as U.S.A. is concerned. But I think we still need to check Riders on whether or not they copyrighted the books when originally published in England. British copyright protection would provide for 50 years from the death of the author.

Did you write them? And, if so, is their reply clear? If not, is there anything I can do to straighten it out when I'm in London for the first week of October?

.....2.....

X

Prentice-Hall International



Copyright 1937 by Prentice-Hall, Inc.

WESTERN PUBLISHERS, INC.

Handwritten notes and signatures

June 27, 1937

Dear Sir:

Further to my March 27 and May 17 letters...

1. Enclosed is a copy of the Library of Congress certified report of U.S. copyright registrations of all your books. Good news! Butson's did actually copyright each of them in the U.S.A. and at the expiration of the 28th year all the copyrights were renewed in your name. Therefore they are all still valid. This gives us full legal protection and the wherewithal to discourage and, if necessary, take legal action against any pirates such as Gordon Press.

2. The only title not yet renewed is SCOM simply because renewal cannot take place before the 28th year. This will be 1937. I will then take the necessary action to renew the copyright in your name during 1937.

3. I have accordingly written to Donald asking him to include the proper copyright and renewal notices in all his future printings -- please see my June 21 letter to him enclosed.

4. So it is very good news indeed that we are perfectly protected in the U.S.A. Under the new copyright act of 1909 any book which has been renewed enjoys full copyright protection for 75 years from the date of the original copyright.

This means that SECRET PATH, for instance, would enjoy protection for 75 years from 1935 until 2010. 75 years is the maximum copyright protection permissible under the new copyright act in the U.S.A.

5. So all is well as far as U.S.A. is concerned. But I think we still need to check Riders on whether or not they copyrighted the book when originally published in England. British copyright protection would provide for 50 years from the date of the author.

Did you write them? And, if so, is their reply clear? If not, is there anything I can do to straighten it out when I'm in London for the first week of October?

.....

① All PB's books sell well
(500-1000 yr) except....

② Annals — but if Dew
lets go of P then he could
reprint + tell Hukle US
to sell —

③ 2m minimum reprint

④ Doesn't like changes
in typesets in Dew edns

So when reprinting time
comes will cost out
resetting. (if he does then
Dew can photooffset Rider
editions !!)

(But HTSY OK + is next reprint)

⑤ All PB © Rider OK

(Ray didn't bother to put in
re books in 30s, but were ©
and renewed in 1970 in PB
same in paperbacks

So ALL OK !!



Hotels

The Post House Hampstead

Haverstock Hill

Hampstead

London NW3

Telephone: 01-794 8121

my
Check later
letter

~~OK~~
KTH

Fare
01-387-2888

August 9, 1978

Mr. ^Kevin McDermot
Rider & Co.
3 Fitzroy Square
London W1P 6JD
England

Dear Mr. McDermot:

RE: Dr. Paul Brunton

May I introduce myself? I am the son and literary executor of Dr. Paul Brunton.

I'm writing you at the suggestion of Dr. Brunton. We have just concluded a search with the Library of Congress and find that the US copyrights to all of his books are perfectly in order. They were first registered by Duttons, and duly renewed by PB as author.

But in the process I notice that many of the original Rider editions carry no copyright notice at all. I brought this to PB's attention and he has requested me to ask you for information concerning the original copyrights of his books at the time of their initial publication in England. My belief is that British copyright protection under Berne provides for 50 years from the death of the author, is this not so?

So we would greatly appreciate it if you would have your records checked and confirmation of the original copyright situation furnished to us.

On another matter, Donald Weiser is in the process of reprinting several of the titles. When PB was here in the States last summer, we worked with Donald on lists of important corrections and changes which PB has compiled over the years. They have been kept to a minimum, to those which PB really feels are essential to clear reading and understanding. So Donald is incorporating these into his new printings.

.....2/.....

177

Check letter
my letter

Four
01-387-2888

August 7, 1978

Mr. Kevin McDermott
Rider & Co.
3 Fitzroy Square
London W1P 6JD
England

Dear Mr. McDermott:

RE: Dr. Paul Brunton

May I introduce myself? I am the son and literary executor
of Dr. Paul Brunton.

I'm writing you at the suggestion of Dr. Brunton. We have
just concluded a search with the Library of Congress and
find that the US copyrights to all of his books are
perfectly in order. They were first registered by Gutsons,
and duly renewed by PB as author.

But in the process I notice that many of the original Rider
editions carry no copyright notice at all. I brought this to
PB's attention and he has requested me to ask you for
information concerning the original copyrights of his books
at the time of their initial publication in England. My
belief is that British copyright protection under Berne
provides for 20 years from the death of the author, is this
not so?

So we would greatly appreciate it if you would have your
records checked and confirmation of the original copyright
situation furnished to us.

On another matter, Donald Weiser is in the process of
reprinting several of the titles. When PB was here in the
States last summer, we worked with Donald on lists of
important corrections and changes which PB has compiled over
the years. They have been kept to a minimum, to those which
PB really feels are essential to clear reading and understanding.
So Donald is incorporating these into his new printings.

.....\2.....

August 9, 1978

Page 2.
Devin McDermot

Donald has come out with three new such printings this year: HTBY, Egypt, and India. And next month he hopes to have WOTO and Inner Reality out.

I believe PB has mentioned these corrections for future printings to you previously? He very much hopes it will be possible for you to also incorporate them in your future reprinting schedule. Therefore I enclose the list of corrections (including a new preface, and back cover copy, to HTBY) for your consideration.

Alternatively, you might wish to consider photo-offsetting from Donald's new editions? Therefore I am airmailing you copies of these three separately.

Could I discuss these matters with you in person next month. I will spend a week in London with our British company before going on to Switzerland to spend a week with PB before going to the Frankfurt Book Fair as usual. I will be glad to call upon you at your office.

I look forward to hearing from you.

Sincerely yours,

P.S. -- I see I will be fairly well tied up at our offices out in Hemel Hempstead during the week, and in fact the only day I have scheduled to be in town is October 10 to attend the London Book Fair. Would it be convenient to see you that afternoon?

cc: Dr. Paul Brunton
Mr. Donald Weiser

KTH/hls

August 9, 1978

Page 2.
Devlin McDermott

Donald has come out with three new such printings this year: HBXY, Egypt, and India. And next month he hopes to have WOTO and Inner Reality out.

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I look forward to hearing from you.

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P.S. -- I see I will be fairly well tied up at our offices out in Hemeel Hempstead during the week, and in fact the only day I have scheduled to be in town is October 19 to attend the London Book Fair. Would it be convenient to see you that afternoon?

cc: Dr. Paul Braxton
Mr. Donald Weiser

KTR/his

① Ask Donald re Riders current setn
on his April visit?

② Send Riders Don's new ³ (4) reprints } Better?
+ let them photo offer from same? }

OK Send them list of same changes to make

- Box BOTH

+ See Katherine Nolan

(RIGHTS)

Kathleen

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[Faint, illegible handwriting in the lower middle section]

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KTH

August 9, 1978

Gordon Press
P.O. Box 459
Bowling Green Station
New York, NY 10004

Gentlemen:

RE: Dr. Paul Brunton

I note that you have dropped any reference to the six volume set "Spiritualism and Yoga" listed by you in Books in Print from your advertising and catalogue notices.

This letter is to inform you that the copyrights on all of Dr. Paul Brunton's books are fully valid and properly registered with the Library of Congress for the USA. Therefore any unauthorized reprinting of any of Dr. Brunton's works would be regarded as a legal infringement and subject to legal action.

cc: Mr. Donald Weiser
KTH/hls

KTH

August 9, 1978

Gordon Press
P.O. Box 433
Howling Green Station
New York, NY 10004

Gentlemen:

RE: Dr. Paul Brunton

I note that you have dropped any reference to the six volumes set "Spiritualism and Yoga" listed by you in Books in Print from your advertising and catalogue notices.

This letter is to inform you that the copyrights on all of Dr. Paul Brunton's books are fully valid and properly registered with the Library of Congress for the USA. Therefore any unauthorized reprinting of any of Dr. Brunton's works would be regarded as a legal infringement and subject to legal action.

cc: Mr. Donald Weiser
KTH/als



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KENNETH THURSTON HURST
PRESIDENT

KTH

June 27, 1978

Dear PB:

Further to my March 27 and May 17 letters...

1. Enclosed is a copy of the Library of Congress certified search report of U.S. copyright registrations of all your books. Good news! Dutton's did actually copyright each of them in the U.S.A., and at the expiration of the 28th year all the copyrights were renewed in your name. Therefore they are all still valid. This gives us full legal protection and the wherewithal to discourage and, if necessary, take legal action against any pirates such as Gordon Press.
2. The only title not yet renewed is SCOM simply because renewal cannot take place before the 28th year. This will be 1981. I will then take the necessary action to renew the copyright in your name during 1981.
3. I have accordingly written to Donald asking him to include the proper copyright and renewal notices in all his future printings -- please see my June 21 letter to him enclosed.
4. So it is very good news indeed that we are perfectly protected in the U.S.A. Under the new copyright act of 1977 any book which has been renewed enjoys full copyright protection for 75 years from the date of the original copyright.

This means that SECRET PATH, for instance, would enjoy protection for 75 years from 1935 until 2010.

75 years is the maximum copyright protection permissible under the new copyright act in the U.S.A.

5. So all is well as far as U.S.A. is concerned. But I think we still need to check Riders on whether or not they copyrighted the books when originally published in England. British copyright protection would provide for 50 years from the death of the author.

Did you write them? And, if so, is their reply clear? If not, is there anything I can do to straighten it out when I'm in London for the first week of October?

.....2.....

Practitioner International



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Page 2.
PB
6/27/78

6. Regarding Gordon Press, I have checked again with Ithaca, and no one has actually ever seen a set of the books. Nor has Donald, and I'm sure that he would have been aware of it. He thinks, and I agree, that Gordon merely announced them to see what reaction there would be from the library market; if sufficient orders were received they would then go to the expense of reprinting and binding them in uniform library bindings. But I suspect my letter will now have frightened them off, and the matter should therefore cease to be a problem.
7. Hutchinson have recently been sold. See enclosed clipping.
8. I met Sam Weiser recently. He is 76 and retired but in very good health, and I enjoyed the meeting. He sends his very best to you.

As always,

Enc.
KTH/hls

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Fifth block of faint, illegible text in the lower section.

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Copyright Office of the United States of America
THE LIBRARY OF CONGRESS

THIS IS TO CERTIFY that a careful search in the indexes and catalogs of the Copyright Office covering the period 1898 through November 4, 1977 under the name Paul Brunton and the titles (where available) THE SECRET PATH and THE QUEST OF THE OVERSELF disclosed the following separate registrations for works identified under this name and these specific titles:

THE SECRET PATH; a technique of spiritual self-discovery for the modern world, by Paul Brunton . . . First edition. Registered in the name of E. P. Dutton and Company, Inc., under A 84558 following publication July 2, 1935. Renewed under R 312222, March 15, 1963, by Paul Brunton, as author.

THE QUEST OF THE OVERSELF; by Paul Brunton. First edition. Registered in the name of E. P. Dutton and Company, Inc., under A 112989 following publication January 31, 1938. Renewed under R 375883, December 13, 1965, by Paul Brunton, as author.

Search in the indexes and catalogs of the Copyright Office covering the period 1898 through 1970 under the name Paul Brunton and the titles (where available) A HERMIT IN THE HIMALAYAS (1941) and A SEARCH IN SECRET EGYPT (1935) failed to disclose any separate registrations for works bearing the year dates indicated and identified under this name and these specific titles.

The following registrations are reported as of possible interest:

A HERMIT IN THE HIMALAYAS; by Paul Brunton. First edition. Registered in the name of E. P. Dutton and Company, Inc., under A 104079 following publication March 9, 1937. Renewed under R 353927, January 18, 1965, by Paul Brunton, as author.

A SEARCH IN SECRET EGYPT; by Paul Brunton . . . First edition. Registered in the name of E. P. Dutton and Company, Inc., under A 95633 following publication June 3, 1936. Renewed under R 336017, April 17, 1964, by Paul Brunton, as author.

Search in the indexes and catalogs of the Copyright Office covering the period 1898 through 1970 under the name Paul Brunton and the title (where available) A SEARCH IN SECRET INDIA disclosed only the following separate registration for a work identified under this name and specific title:

A SEARCH IN SECRET INDIA; by Paul Brunton. Registered in the name of David McKay Company, for ad interim copyright under A ad int. 19282 following publication June 29, 1934; at London.

Search in the indexes and catalogs of the Copyright Office covering the period 1898 through November 4, 1977 under the name Paul Brunton and the titles (where available) A MESSAGE FROM ARUNACHALA (1936); DISCOVER YOURSELF (1939); THE HIDDEN TEACHING BEYOND YOGA (1941); THE WISDOM OF THE OVERSELF (1943) and THE SPIRITUAL CRISIS OF MAN (1953) disclosed the following separate registrations for works bearing the year dates indicated and identified under this name and these specific titles:

A MESSAGE FROM ARUNACHALA; by Paul Brunton . . .
First edition. Registered in the name of E. P.
Dutton and Company, Inc., under A 97295 following
publication August 5, 1936. Renewed under R 339709,
June 23, 1964, by Paul Brunton, as author.

DISCOVER YOURSELF; by Paul Brunton. Registered
in the name of E. P. Dutton and Company, Inc.,
under A 126208 following publication February 20,
1939. Renewed under R 402491, January 16, 1967,
by Paul Brunton, as author.

THE HIDDEN TEACHING BEYOND YOGA; by Paul
Brunton. Registered in the name of E. P. Dutton
and Company, Inc., under A 155136 following
publication June 23, 1941. Renewed under R 462513,
May 20, 1969, by Paul Brunton, as author.

THE WISDOM OF THE OVERSELF; by Paul Brunton.
Registered in the name of E. P. Dutton and Company,
Inc., under A 173781 following publication
June 21, 1943. Renewed under R 505834, May 3,
1971, by Paul Brunton, as author.

THE SPIRITUAL CRISIS OF MAN; by Paul Brunton.
First edition. Registered in the name of E. P.
Dutton and Company, Inc., under A 80662 following
publication February 24, 1953.

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Fourth block of faint, illegible text.

Fifth block of faint, illegible text.

FURTHER, THIS IS TO CERTIFY that a careful search in the Assignment and Related Documents Indexes completed through November 29, 1977 under the names Paul Brunton and E. P. Dutton and Company, Inc. as possible assignors/assignees and the titles THE SECRET PATH; QUEST OF THE OVERSELF; A HERMIT IN THE HIMALAYAS; A SEARCH IN SECRET EGYPT; DISCOVER YOURSELF; THE HIDDEN TEACHING BEYOND YOGA; A MESSAGE FROM ARUNACHALA; THE SPIRITUAL CRISIS OF MAN and THE WISDOM OF THE OVERSELF failed to disclose recordation of any documents relating to these works.

IN WITNESS WHEREOF, the seal of the Copyright Office is affixed hereto on June 13, 1978.

Barbara Ringer
Register of Copyrights

James C. Roberts

By: James C. Roberts
Head, Reference Search Section



OFFICE OF THE
REGISTER OF COPYRIGHTS

COPYRIGHT OFFICE

LIBRARY OF CONGRESS

WASHINGTON, D.C. 20559

JUN 14 1978

Prentice/Hall International
Englewood Cliffs, New Jersey 07632

Attention: Kenneth Thurston Hurst

Dear Mr. Hurst:

As requested in your letters of March 27 and May 2, 1978 we are enclosing a certified search report for the works by Dr. Paul Brunton listed in your request.

Of your remittances, \$60.00 has been applied in payment for the search and report, and \$4.00 for the certification. ✓

Sincerely yours,

Elizabeth J. Layton
Bibliographer
Reference Search Section

Enclosures:
Certified search report
Circulars R15, R38a

KTH

May 2, 1978

Ms. Elizabeth J. Layton
Reference Search Section
Copyright Office
Library of Congress
Washington, D.C. 20559

Dear Ms. Layton:

Reference: No. 145418(H)

Thank you very much for your April 27 letter, and enclosed circulars. These are most helpful.

Yes, I would appreciate an assignment search, in addition to the copyright search and report, for an estimated time total of six hours.

I would also like the search report to be certified for the additional fee of \$4.

Thus total estimated cost would be \$64, less my \$15 remittance, so I enclose my check for the balance of \$49.

I would also appreciate your sending me a copy of Circular 38.

In my March 27 letter, I should have indicated that all the listed titles by Dr. Paul Brunton were published in the U.S.A. by E.P. Dutton & Co. They were originally published in England by Rider & Co., a division of Hutchinson Publishing Group Ltd.

May I add to that list "Spiritualism and Yoga", six volumes, by Paul Brunton, published by Gordon Press. However I understand this is merely a reprint of six of the previously listed titles.

Thank you very much for your cooperation.

Sincerely yours,

KTH/hls

121

May 2, 1978

Ms. Elizabeth J. Layton
Reference Search Section
Copyright Office
Library of Congress
Washington, D.C. 20540

Dear Ms. Layton:

Reference: No. 145418(H)

Thank you very much for your April 27 letter, and enclosed circulars. These are most helpful.

Yes, I would appreciate an assignment search, in addition to the copyright search and report, for an estimated time total of six hours.

I would also like the search report to be certified for the additional fee of \$4.

Thus total estimated cost would be \$84, less my \$15 retainer, so I enclose my check for the balance of \$69.

I would also appreciate your sending me a copy of Circular 38.

In my March 27 letter, I should have indicated that all the listed titles by Dr. Paul Brunton were published in the U.S.A. by E.P. Dutton & Co. They were originally published in England by Rider & Co., a division of Hutchinson Publishing Group Ltd.

May I add to that list "Spiritualism and Yoga", six volumes, by Paul Brunton, published by Gordon Press. However I understand this is merely a reprint of six of the previously listed titles.

Thank you very much for your cooperation.

Sincerely yours,

KTH/HLA



OFFICE OF THE
REGISTER OF COPYRIGHTS

COPYRIGHT OFFICE
LIBRARY OF CONGRESS
WASHINGTON, D.C. 20559

APR 27 1978

(S)

(1)

Prentice/Hall International
Englewood Cliffs, New Jersey 07632

Attention: Mr. Kenneth Thurston Hurst

Dear Mr. Hurst:

This refers to your letter of March 27, 1978 enclosing a remittance of \$15 for a search and report concerning the works listed therein.

The fee for searches of the Copyright Office records is (now) \$10 (instead of \$5) for each hour of time consumed. In this connection, please see the enclosed Circular R4.

The estimated time required for a search and report on the works listed in your request is three hours. If you should also desire an assignment search the estimated time required is six hours.

Your remittance of \$15 is held under our U. B. CASH NO. 145418(H). In your reply, please refer to this number and the date of this letter, or you may return this letter.

Sincerely yours,

Elizabeth J. Layton
Bibliographer
Reference Search Section

Enclosures:

Cirs. R4, R5, 10, R15, R15a, R22, R99

= #4 Certified Search report
= Request Circular 38

62H

March 27, 1978

The Library of Congress
Washington, D.C. 20559

Gentlemen:

Would you please advise me what your records indicate regarding the copyright situation on the following books by Dr. Paul Brunton:

- ? A SEARCH IN SECRET INDIA Published August 1935
- THE SECRET PATH Published 1935
- A SEARCH IN SECRET EGYPT Published 1936
- A MESSAGE FROM ARUNACHALA Published June 1941
- A HERMIT IN THE HIMALAYAS Published February 1939
- THE QUEST OF THE OVERSELF Published June 1941
- DISCOVER YOURSELF Published 1943
- THE HIDDEN TEACHING BEYOND YOGA Published 1953(LC52-12961)
- THE WISDOM OF THE OVERSELF
- THE SPIRITUAL CRISIS OF MAN

I enclose a check for \$15.00. Should more time be involved, kindly let me know and I will remit a further check immediately.

Many thanks for your cooperation.

Cordially,

KTH/hls

110

March 27, 1978

The Library of Congress
Washington, D.C. 20540

Gentlemen:

Would you please advise me what your records indicate regarding the copyright situation on the following books by Dr. Paul Brunton:

Published August 1935	A SEARCH IN SECRET INDIA
Published 1935	THE SECRET PATH
Published 1936	A SEARCH IN SECRET EGYPT
Published June 1941	A MESSAGE FROM ANUNACHALA
Published February 1939	A HERMIT IN THE HIMALAYAS
Published June 1941	THE GUEST OF THE OVERSEER
Published 1943	DISCOVER YOURSELF
Published 1953 (CS2-12961)	THE HIDDEN TEACHING BEYOND YOGA
	THE WISDOM OF THE OVERSEER
	THE SPIRITUAL CRISIS OF MAN

I enclose a check for \$15.00. Should more time be involved, kindly let me know and I will remit a further check immediately.

Many thanks for your cooperation.

Cordially,

RWB/mjs

Discover Yourself © 1959 Feb "

HTBY © 1941 June "

Hermit © 1937 March "

WOTO © 1943 Duttons

SCOM © 1953 " LC # 52-12961



? India ? 1935 Aug. " ?

8 Quest 1938 Jan "

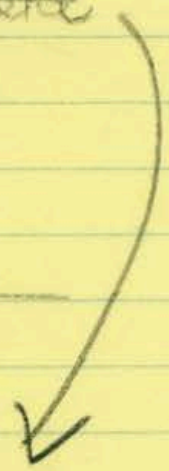
~~① KH & L & S~~

~~PB ② KH & Riders re © Clark~~

~~③ KH & Duttons re © "~~

Rider's Quest has no © mark

" Annuelala " " " "



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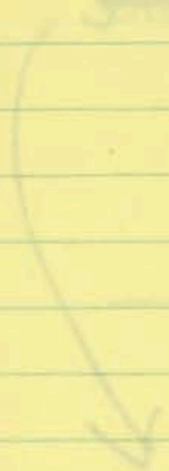
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① ~~Check~~ Dutton copies
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② @ L & C enclose
check \$15 (if more
bill me) to check
© on all PB &
books

Title + sig + pub date

(Don't just put in
money © for
appearances)

U.S. © is 28 yrs.
renewable for 28
from pubn.

Best laws passed
by U.S. govt in 60's
so any book pubd
in ~~30~~ late 30's
got it automatically
renewed while waiting
for law.

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Prentice/Hall International

Englewood Cliffs • New Jersey 07632 U. S. A. / Cable PRENHALL, ENGLEWOODCLIFFSNJ

KENNETH THURSTON HURST
PRESIDENT

KTH

March 27, 1978

Dear PB:

1. Immediately upon receipt of your March 13 letter, I telephoned Tony but got Ell Mae who said they knew about the Gordon Press edition but no one has ever seen it. And apparently Steven Damiani ordered a copy but never received it? So we can't be sure it exists.
2. Nevertheless I wrote to Gordon Press and asked for an explanation.
3. Donald Weiser says he has heard of them. They are reprinters. He says, in the event, there's really nothing we can do under the copyright laws because British copyright did not apply over here. Indeed he says this is why he himself has been able to reprint so many British works.
4. I have not yet been able to get a clear reading on this. Britain belonged (and still does) to Berne Copyright Convention, and Universal Copyright Convention. The U.S.A. just belongs to U.C.C. Therefore I would have thought that British copyright under U.C.C. would have been good here; but Donald says no.
5. Anyway I can find no copyright notice in the Rider editions at all! I don't know why I haven't noticed this or questioned it before. Anyway I have drafted the attached inquiry to Rider and suggest you send it to them, either as is by signing and adding the salutation in pen, or revamping as you see fit.
6. Now some of the Dutton editions do bear a copyright notice, but the earlier ones do not. Therefore I'm having a search made with the Library of Congress in Washington to see what they have on file down there.
7. If Dutton's did copyright the editions over here then there is no problem. Because the original U.S. copyright which normally would run for 28 years, renewable for a further 28, would have been automatically extended until December 31 of the 75th calendar year from original copyright date.

1880

Journal of the [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

Page 2.
P.B.

e.g. -- If copyrighted in 1935, plus 28, comes to 1964, would have been extended under interim extension bill to December 31, 1976...and then automatically extended to 2010. Please see attached table.

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Next to be done are WOTO and Inner Reality. He printed 4000 copies each and says they are selling "well" although this may be because they were unavailable for some time.

Next he will print WOTO and Inner Reality. He has been holding the circular until these were all done and back in print. I will keep in touch with him.
11. I am very pleased to hear that you health is fairly good. Now the Spring will bring milder weather everywhere.

P.S. -- I am forwarding some reader mail by sea c/o Mrs. Pierpoint.

KTH/hls



Faint, illegible text is visible throughout the page, appearing as ghosting or bleed-through from the reverse side. The text is too light to transcribe accurately.



Prentice/Hall International

Englewood Cliffs • New Jersey 07632 U. S. A. / Cable PRENHALL, ENGLEWOODCLIFFSNJ

KENNETH THURSTON HURST
PRESIDENT

KTH

March 27, 1978

Dear PB:

1. Immediately upon receipt of your March 13 letter, I telephoned Tony but got Ell Mae who said they knew about the Gordon Press edition but no one has ever seen it. And apparently Steven Damiani ordered a copy but never received it? So we can't be sure it exists.
2. Nevertheless I wrote to Gordon Press and asked for an explanation.
3. Donald Weiser says he has heard of them. They are reprinters. He says, in the event, there's really nothing we can do under the copyright laws because British copyright did not apply over here. Indeed he says this is why he himself has been able to reprint so many British works.
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Page 2.
P.B.

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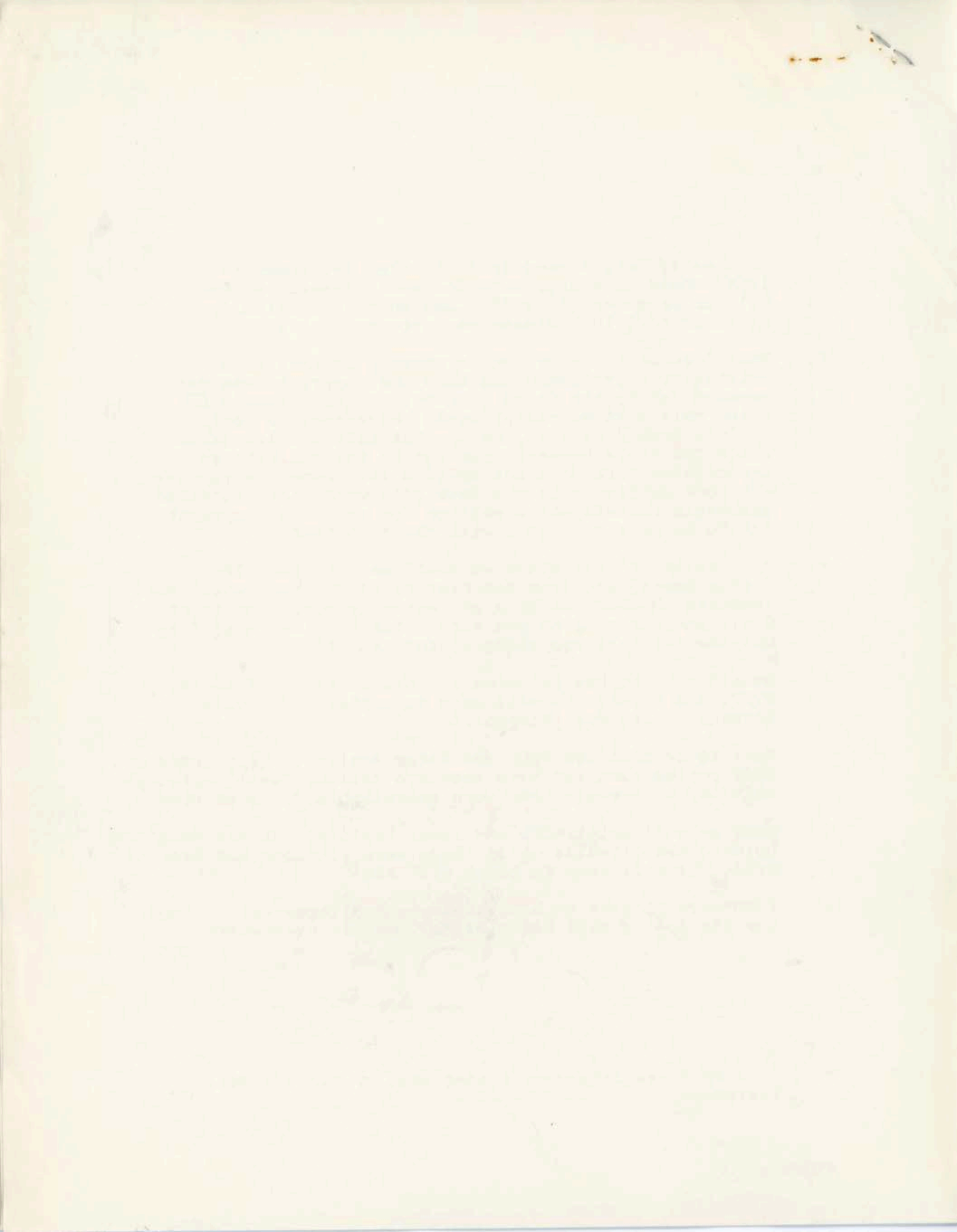
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11. I am very pleased to hear that you health is fairly good. Now the Spring will bring milder weather everywhere.

P.S. -- I am forwarding some reader mail by sea c/o Mrs. Pierpoint.

KTH/hls



May 17, 1978

Dear PB -

Re GORDON PRESS

Further to my March 27 letter -- a progress report:

① ~~Now~~ I received no answer to my March 21 letter to Gordon Press. And I've been unable to locate Ken's identity. They operate behind a post office box. But I'm still trying. And I've enlisted Donald Weiser's aid in tracking Ken down -- so it's a matter of time. And Ken I can speak to Ken personally.

② I had my library write Ken for a catalog -- and Ken sent the enclosed sheet listing. Note -- no mention of PB! Perhaps Ken will view it as a result of my letter, I don't know. Or maybe Ken never actually printed Ken and merely listed the title to see if Ken would receive enough orders to warrant printing Ken!

③ Anyway, as you said, it does raise the whole issue of copyright. So I'm having a full search made at the Library of Congress. This will disclose the situation on the USA ©, including whether Duttons ever transferred the © to anyone. So I'll let you know the findings.

④ However, that does not affect the question of whether Rider ever copyrighted the books originally. (I can't imagine that they did not.) But we do need to know the details. So I hope you wrote them enquiring? Kevin McDermott, the editor, should be able to find out.

⑤ Yes, I'm afraid that Donald Weiser has been reprinting Alastair Cowley's works. I passed your warning on to him.

The [illegible] of [illegible]

[Faint, illegible text, possibly a list or introductory paragraph]

[Faint, illegible text, possibly a paragraph]

[Faint, illegible text, possibly a paragraph]

[Faint, illegible text, possibly a paragraph]

⑥ Thank you for introducing me to Schopenhauer.
I find him pungent and feisty and amusing.
His style/reminds me somewhat of Madame Blavatsky.
Land approach

⑦ Yes, I've had to revise my itinerary slightly
already, I'm afraid! Frankfurt Bookfair is a
week later so it means my going to London first
(also because the flight routing). Please see
enclosed 3/16/78 itinerary. So I'd come to Geneva
on Oct 11 Wednesday, and fly to Frankfurt the
following Tuesday Oct 17.

⑧ I've scanned % Mrs. Pierpont copies of
Weiser's new printings of India, Egypt + HTBY.
HTBY — He did not use the corrections we gave him
for the back cover copy, and I'll ask him to do so
next printing. But he has included a new Preface.
And he has deleted the ^{paras.} referring to Maharshi as
requested on pp 17+18+19+26. And changed paras on p. 234.
EGYPT : He has changed the photos, removing the "Magician"
+ "His House" — + substituting the "Sphinx" photo we
gave him. And a few minor changes.

INDIA .. He has made all the required changes.

— Please let me know how you like the new
jacket designs. I rather like them myself!

⑨ I continue active at the Eric Pace group.
He has now asked me to be on the Board of
Trustees! I accepted, but I bear in mind
your advice about not overdoing things.
I'll be going to the Seminar (as last year)
July 9 for a week.

All my love,

Kanner

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c/o Grimley's, Ltd.
13 St. James' Square
London, S.W. 1

Call Donald

March 13, 1978

I hope you have recovered from your travels abroad, and picked up your course again in America, dear Kenneth.

Here are two questions: 1- can you check whether Weiser is publishing, or just selling, Aleister Crowley's works? If it is the former, he should be warned of the possible harm to himself. If he is merely handling them as a book dealer, it is still undesirable, but it becomes a matter of, first, his conscience, and second, his willingness to accept some of the karmic responsibility which, though much reduced, still attaches to them.

2- Joscelyn Godwin, who is writing this letter at my dictation, tells me that he has seen in Books in Print an entry under my name: Spiritualism and Yoga, 6 vols., \$200, published by the Gordon Press. I know nothing whatsoever about this, but it raises several questions: was the copyright on my

\$360⁰⁰

books never renewed after the statutory 28-year period? Did Weiser have anything to do with this? (NO)
If the copyrights lapsed, can they be renewed now?
Jocelyn does not know anyone who has bought this Gordon Press edition, but he heard from Steven Damiani that it was a reprint of several of my books in uniform library bindings.

My situation here is uncertain, depending on the visa authorities in Nice, who should have settled it one way or another two weeks ago. Still nothing has happened, and meanwhile the Cannes Commissioner has given me an authorization until the middle of May, but subject to approval from Nice. So I have no stable mail address, for the next couple of weeks, and am having Grindlay's hold all mail for the present.

My health is fairly good, and I have no throat problem because the climate has been much milder here than in Switzerland this winter.

TEL: (212) 226-0067

With Peace & Affection

P.B.

Gordon Press - Po Box 459,
Bowling Green Station, NY 10004)

(S)

KTH

March 21, 1978

Gordon Press
P.O. Box 459
Bowling Green Station
New York, N.Y. 10004

Gentlemen:

I am the son and literary executor of Dr. Paul Brunton.

The 1978 issue of Books in Print contains an entry:

Paul Brunton: Spiritualism and Yoga, 6 vols.,
\$360.00, Gordon Press.

I would appreciate your informing me of the background of
this project, and under what authorization you undertook
it.

Please let me hear from you by return.

Yours truly,

KTH/hls



113
A

SECRET

CONFIDENTIAL
The following information is being furnished to you for your information only. It is not to be distributed outside your organization.

SECRET

May 22, 1978

KTH

TO: ~~John Chapple~~

FR: Merrill Vopni

RE: ~~Gorden Press~~

I have again contacted the New York City Post Office:
(a) advised that Gorden Press is not known at the
address furnished in response to my April 14 letter ✓
and (b) requesting a further check to determine the
current address of the box holder. ✓

MDV:raz

GORDON PRESS-PUBLISHERS

P. O. Box 459
Bowling Green Station
New York, N. Y. 10004



Helen Spencer, Director,
Valley Cottage Free Library
Route 303
Valley Cottage, NY 10989

AB

For

(1) Copies as you requested
at our meeting Wed.

(2) Merrill VORNI

has signals + is
going to re-check with
Postmaster from
his end.



11/10/20

1

When we go to the
the car is very hot

the engine is very
the engine is very
the engine is very
the engine is very

2

81-6311

PLEASE NOTE WHETHER NAME, BUSINESS AND STREET ADDRESS CORRESPOND WITH YOUR INQUIRY

Dun & Bradstreet® REPORT

SPECIFIC INQUIRY

OR IT - SEE ATTACHED REPORT 077 DATE 5/5/78
Office

IN ANSWER TO YOUR INQUIRY - To provide you with the fastest possible service, this report has been sent directly to you by our reporter.

NAME Gordon Press Inc TRADE STYLE
STREET & NO. 85 Livingston St BUSINESS
TOWN & STATE Bklyn N.Y. COUNTY Kings

- Name unknown to local authorities or directories. } If further information is desired please furnish additional references, addresses, or name of the bank.
- No such address, (or Rural Route), in this town. }
- Subject is not engaged in business individually, but is a principal in.....
- On (date)..... a financial statement was deferred, declined, by.....
- Inquired for as insuring..... at this address for \$.....
- The..... at this location is estimated worth \$.....
- The building at this address is occupied by.....
- Correct address is.....
- Business is reported as.....
- At address inquired is a branch location. Attached is headquarters report.

Ami

Specific Comments Investigation failed to locate subject at captioned address
..... R. Frick Reporter

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APR 24 '78

PRENTICE-HALL, INC.

ENGLEWOOD CLIFFS, NEW JERSEY 07632

201 592-2843

MERRILL D. VOPNI
VICE PRESIDENT
POSTAL AFFAIRS

April 14, 1978

Postmaster
United States Post Office
Bowling Green Station
New York, NY 10004

Dear Sir:

Per the Freedom of Information Act, please furnish
the street address for the following commercial
business:

Gordon Press
PO Box 459
Bowling Green Station
New York, NY 10004

Thank you.

Sincerely,

Merrill D. Vopni

Merrill D. Vopni

raz

*85 Livingston St
Bklyn. N.Y. 11201
Tel: 834-3948*

*4/2-1/78
phoned
John Chapple
and advised
him of above*

INFORMATION RESEARCH OFFICE
CUSTOMER SERVICE SECTION
C.P.O., ROOM 8085-D
NEW YORK, N.Y. 10001

R

GORDON PRESS PUBLISHERS

PO BOX 459 · BOWLING GREEN STATION · NEW YORK · NY 10004

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Boring VC Lib up 4/5

copy + write
Gordon Press
for catalog.

Gordon Press

P.O. Box 459

Bowling Green Station.

New York, NY, 10004



VALLEY COTTAGE FREE LIBRARY

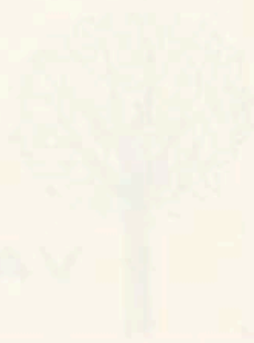
April 6, 1978

Gordon Press
P.O. Box 459
Bowling Green Station
New York, New York 10004

Please send catalog and price list.

Helen Spencer, Director

VALLEY COTTAGE FREE LIBRARY



① No one has
actually seen it.

② Don know
Gordon Press?

③ ~~Who should I
talk to at Dutton's?~~

~~Michael Willis
- Dir. Sub. Rights~~

U



1111

To: Don, Paris, Henry, Giler - for comments please

DAWSON & CO.

INCORPORATING G. F. HUDSON MATTHEWS & CO.

1, ST. PETERS STREET
BEDFORD, MK40 2PN

TELEPHONE: 0234 64245
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LONDON, WC2A 3RZ

TELEPHONE: 01-404 5941
TELEGRAMS: READJUST LONDON
TELEX: 27360
L.D.E. BOX 38

SOLICITORS

OUR REF. AFN/AR/JP

YOUR REF.

PLEASE REPLY TO London

18th August 1978

R. Decent, Esq.,
Prentice-Hall International,
66, Wood Lane End,
Hemel Hempstead,
Hertfordshire,
HP2 4RG.

Dear Mr. Decent,

Author's Agreement

Further to my letter of 11th August, I enclose a draft of a new author's Agreement for the Company to use in the United Kingdom.

You will see from this that it is very different in format from the PHI form which you have been using up to now. The main reason for this is that, in this country, an assignment of copyright without reservation by the author automatically gives to the person to whom it is assigned the right to make whatever use of the work he pleases, and I have therefore drafted the Agreement on this basis.

Under English law, although copyright cannot exist in a work until it has been written, the fact of Clause 2 is to create a binding agreement to assign the copyright as soon as the work comes into being. In practice, of course, the formal assignment is hardly ever called for, but if it were ever necessary, the author could be compelled to execute such assignment.

Clause (5) is designed to oblige the author to assist the publisher to protect the copyright in any other country where the requirements (for example, by registration) will be very different to those which apply here.

In clauses (10) and (11) I have left blanks for the percentage figures of royalties in each case - not because I suggest you vary them in each contract, but because I think having them filled in individually makes the signing of the Contract a little less of a "take it or leave it" exercise from the author's point of view.

Clause 12(c) did not appear in your old form, but I think it is reasonable from the author's point of view. However, if you disagree, it can, of course, be deleted without affecting anything else.

In the Agreement which you sent me, it was stated that any action for breach of the Agreement by either party should only be brought in the Courts of New York and, as you will see from clause (18), I have altered this to the laws of England.

Continued/...

RICHARD W. H. ELSDEN. CECIL A. SHERMAN. LEONARD WOOD. IAN M. O. ANDREWS. ANTHONY C. H. WOOD. NEVIL J. BARKER.
DAVID M. ROBSON. CHARLES F. CUNNINGHAM. KENNETH WOOD. ALAN F. NIEKIRK. ELEANOR A. CHRISTIAN. COLIN A. KITCHING.
HUGH E. JOHNSTONE. ANDREW J. ALLEN. C. NICOLAS ROBERTSON. JOSEPH C. RICHARDSON. STUART HALL.
CONSULTANTS: STUART H. M. WILSON. PATRICK D. L. AINSLIE.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be clearly documented and supported by appropriate evidence. This includes receipts, invoices, and other relevant documents that can be used to verify the accuracy of the records.

In addition, the document highlights the need for regular audits and reviews. By conducting these checks frequently, any discrepancies or errors can be identified and corrected promptly. This helps to ensure the integrity and reliability of the financial data being recorded.

Furthermore, the document stresses the importance of transparency and accountability. All transactions should be recorded in a clear and concise manner, making it easy for anyone reviewing the records to understand the details of each entry. This level of transparency is essential for building trust and confidence in the financial reporting process.

Finally, the document concludes by reiterating the significance of accurate record-keeping. It serves as a foundation for sound financial management and decision-making. By following these guidelines, individuals and organizations can ensure that their financial records are complete, accurate, and reliable.

R. Decent, Esq.

- 2 -

18th August 1978

The reason for this is quite simple, as I do not think it fair for a multi-national Company making a contract in a country in which it has a large office, to insist that an author who is also based in that country should have to sue in such an inconvenient forum. As a corollary, if this agreement were to be used by PHI outside the UK (for example, in the Middle East), you might consider altering the selected law.

If you have any comments or queries on this draft, please do not hesitate to let me know.

Yours sincerely,

Alan Vickirk

DAWSON & CO.

INCORPORATING G F HUDSON MATTHEWS & CO.

1, ST. PETER'S STREET
BEDFORD, MK40 2PN

TELEPHONE: 0234 64245

TELEGRAMS: READJUST BEDFORD

2, NEW SQUARE,
LINCOLN'S INN,
LONDON, WC2A 3RZ

TELEPHONE: 01-404 5941

TELEGRAMS: READJUST LONDON

TELEX: 27360

L.O.E. BOX 38

SOLICITORS

OUR REF. AFN/CA

YOUR REF.

PLEASE REPLY TO London

R. Decent Esq.,
Prentice/Hall International,
66 Wood Lane End,
Hemel Hempstead,
Hertfordshire.
HP2 4RG.

11th August, 1978.

Dear Mr. Decent,

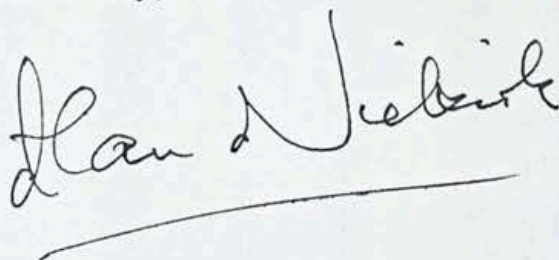
AUTHOR'S AGREEMENT

Thank you very much for your letter of 8th August reminding me that this matter is still outstanding. I am indeed sorry that we have not been able to come back to you before now but on looking hard at the specimen Author's Agreement that you sent to us in June I cannot help feeling that we have virtually got to start again. There are a number of aspects of the existing draft which I am not entirely happy about and having tried to amend it I have come to the conclusion that really it is not capable of reasonable amendment and that what I must show you is a brand new clean draft.

This is in the process of being compiled and I will do my best to write to you with the new draft within the course of the next week.

With kind regards,

Yours sincerely,



RICHARD W. H. ELSDEN, CECIL A. SHERMAN, LEONARD WOOD, IAN M. O. ANDREWS, ANTHONY C. H. WOOD, NEVIL J. BARKER,
DAVID M. ROBSON, CHARLES F. CUNNINGHAM, KENNETH WOOD, ALAN F. NIEKIRK, ELEANOR A. CHRISTIAN, COLIN A. KITCHING,
HUGH E. JOHNSTONE, ANDREW J. ALLEN, C. NICOLAS ROBERTSON, JOSEPH C. RICHARDSON, STUART HALL

CONSULTANTS: STUART H. M. WILSON, PATRICK D. L. AINSLIE

AN AGREEMENT made the day of
One thousand nine hundred and BETWEEN

of

(hereinafter called "the Author") of the
one part and PRENTICE-HALL INTERNATIONAL INC. of 66 Wood
Lane End Hemel Hempstead Hertfordshire HP2 4RG (hereinafter
called "the Publisher") of the other part

WHEREBY IT IS AGREED as follows:-

1. The Author shall write a work on

(hereinafter called "the work")

containing about words or their
equivalent and shall deliver the manuscript complete to the
Publisher by 19

2. In consideration of the payment to be made to the Author
by the Publisher under Clauses 10-12 (inclusive) the Author
hereby assigns to the Publisher the copyright for all purposes
in the work when written in all countries of the world for the
full term of copyright therein and all renewals thereof to the
intent that such copyright shall vest in the Publisher on
completion of the work

3. The Publisher shall print and publish the work at its own
expense within months after the receipt of the manu-
script unless prevented by strikes lockouts or other circumstances
beyond the Publisher's control and if the Publisher refuses or
neglects to do so subject as aforesaid the Publisher shall reassign
the Publisher's interest in the copyright under this agreement to
the Author

4. The Author hereby warrants:-

(a) that the work is an original work (and does not
infringe any other copyright) and that he is the owner
of the copyright therein and that he has not made any
assignment of or granted any licence in respect of any
of the rights the subject of this agreement and that

(b) that the work does not contain any scandalous libellous obscene or unlawful matter and the Author further agrees to indemnify the Publisher against all claims costs damages and expenses which the Publisher may incur by reason of any breach of the above warranties and until such indemnity has been given the Publisher may at its discretion withhold any sums due to the Author under the term of this Agreement.

5. The Author agrees at the request and at the cost of the Publishers to take such actions and execute and do all such things as may be necessary to protect the copyright in the work in any country of the world.

6. The Author shall deliver the manuscript in typewritten form (or, in the case of anthologies and revisions, in typewritten and printed form), double-spaced on 8½" x 11" sheets on one side only. The manuscript shall be submitted in duplicate and a third copy shall be retained by the Author. This shall be in such form as the Publisher shall require for use as copy by the printer and the content shall be such as the Author and Publisher are willing to have appear in print. If the Author fails to deliver a satisfactory manuscript on time, the Publisher shall have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the work. Until this agreement has been terminated and until such sums have been repaid the Author may not have the work published elsewhere. The Author undertakes to read the proofs, correct them in duplicate, and promptly return one set to the Publisher. The Author will be responsible for the completeness and accuracy of such corrections and will bear all costs of alterations in the proofs (other than those resulting from printer's errors) exceeding 10% of the total cost of typesetting. These costs will be deducted from the royalty payments due to the Author.

Publisher's specifications:-

- (a) Title Page
- (b) Preface foreword or introduction
- (c) Table of contents
- (d) Index
- (e) Teacher's manual or key
- (f) Complete and final copy for all illustrations

8. The work shall contain no material from other works subject to copyright without the written consent of the owner of such copyright and of the Publisher and the Author shall be responsible for obtaining such consents and producing them to the Publisher.

9. The Publisher shall have complete discretion as to:

- (a) The style of publication as regards lay-out paper printing and binding
- (b) The title and price
- (c) The means of marketing the work
- (d) Any necessary editing for the original printing or any reprints provided that the meaning of the text is not materially altered

10. The Publisher shall pay to the Author a royalty of _____ per cent (subject to clauses 11 and 12 below) calculated on the actual receipts of the Publisher in respect of the work

11. In the following cases the royalty (calculated as in Clause 10 above) shall be:-

(a) Copies of the work (or sheets thereof) sold outside the United Kingdom _____ per cent

(b) Copies of the work sold through any of the Publisher's book club divisions or institutes under government adoption contracts or direct to the consumer by any means _____ per cent

(c) In respect of copies of the work sold at a price below the aggregate of the manufacturing costs

(d) If the Publisher shall permit others to utilise the work in any way it shall pay to the Author _____ per cent of any sums by it in respect of such use provided that the Publisher shall have complete discretion to permit such use without payment

(e) If the Publisher makes use of the work for any purpose other than publishing it shall pay to the Author _____ per cent of any sums received by it in respect of such use

12. (a) The Publisher shall report to the Author on the sale of the work in March and September of each year for the six month period ending on the previous 31st December or 30th June and shall (subject to sub-clause (b) below) make prompt settlement of any balance shown as being due to the Author. Sales and receipts under the terms of Clause 11 shall be reported separately and shall not be taken into account in calculating the royalty payable under Clause 10

(b) If the balance due to the Author for any settlement period is less than ten pounds, the Publisher will make no accounting or payment until the next settlement period at the end of which the cumulative balance has reached ten pounds. If, after the expiration of two years following publication, the sales in any twelve month period ending December 31st do not exceed a total of 500 copies, the royalty on such sales shall be one half the royalty, this reduction in royalty being agreed upon to enable the Publisher to keep the work in print as long as possible. The Publisher may deduct from any funds due to the Author, under this or any other agreement between the Author and the Publisher, any sum that the Author may owe to the Publisher

of the Publisher every six months after the rendering of the said accounts and on his request in writing the Publisher shall permit an accountant nominated by the Author to examine all books and documents relating to the publication and sale of the work.

13. The Publisher may distribute such copies as it thinks fit for the purposes of review criticism or advertisement and shall furnish _____ copies of the work to the Author without charge and additional copies shall be supplied at the Author's request at a discount of _____ per cent from the Publisher's list price. No such copies of the work shall be taken into account in calculating any royalty.

14. The Author agrees to revise the work if the Publisher considers it necessary in the best interest of the work. The provisions of this agreement shall apply to each revision of the work by the Author as though that revision were the work being published for the first time under this agreement. Should the Author be unable or unwilling to provide a revision within a reasonable time after the Publisher has requested it or should the Author be deceased the Publisher may have the revision prepared and charge the cost against the Author's royalties and may display in the revised work, and in advertising, the name of the person, or persons who revise the work.

15. The Author agrees that during the term of this agreement the Author will not agree to publish or furnish to any other publisher any work on the same subject that may conflict with the sale of this work.

16. Any alteration to this agreement shall be in writing and signed by or on behalf of both parties

17. This agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the Publisher shall include

18. This Agreement shall be construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts

Signed.....

(Author)

Signed.....

Title.....

(on behalf of the Publisher)

~~Call~~ Don Weiser

does NOT withhold
any taxes at all

when sending PB's
royalties to Riders.

Gettysburg

was not will
to you at all

when the
to the

Royalties

June 24, 1981

TO: N. Baron
Ken Cashman
William Costello
John Davis
Matthew Fox
Peter Grenquist
Michael Hunter
✓ K. Hurst

Richard Krieger
Al Man
R. Martin
James Murray
Richard Neill
James O'Donovan
James Peoples
David Stires

cc: Mary Donna

FR: Warren Waxman

Pursuant to my memo of June 16, attached are the forms to be used for all new authors when they apply for exemption from withholding.

If you need additional supplies, please contact Martha Mesz, extension 5164.

WW/mm

Form **1001**
(Rev. Nov. 1978)
Department of the Treasury
Internal Revenue Service

Ownership, Exemption, or Reduced Rate Certificate

(Please type or print)

(A)

Owner of income	Name	U.S. identifying number, if any
	Address (Number and street)	
	City	Country

- 1 Check type of income for which this certificate applies. (If you check box (a), you are not required to check any other box.)
- | | |
|---|---|
| (a) <input type="checkbox"/> Income from a trust, estate, or investment account | (e) <input type="checkbox"/> Natural resource royalties and income from real property |
| (b) <input type="checkbox"/> Coupon bond interest (including tax-free covenant bonds) | (f) <input type="checkbox"/> Royalties from use of patents, secret processes, etc. |
| (c) <input type="checkbox"/> Interest, other than coupon bond interest | (g) <input type="checkbox"/> Royalties from use of films, television tapes, etc. |
| (d) <input type="checkbox"/> Rents | (h) <input type="checkbox"/> Annuities |
| | (i) <input checked="" type="checkbox"/> Other income (specify) <u>Royalties from writings</u> |
- If you checked box (b), complete line 2 and, if applicable, line 4.
If you checked any box other than (b), complete either line 3 or line 4, whichever is applicable.
Note: Before completing line 4, see Instruction D.

2 Information on coupon bonds.

(a) Name and address of obligor of bonds

NOT APPLICABLE

(b) Name of bond			(c) Date of issue	
(d) Date interest due	(e) Date interest paid	(f) Gross amount of interest paid	(g) Rate of tax (see instr. E)	(h) Amount of tax withheld
NOT APPLICABLE			%	\$

3 Calendar years for which the reduced or exempt rate of tax applies to other than coupon bond interest.

First year	1981	Second year	1982	Third year	1983
------------	------	-------------	------	------------	------

4 Withheld tax requested to be released (see Instruction D) \$ **NOT APPLICABLE**

I certify that the information entered hereon is correct; and, if a reduced or exempt rate of tax applies, I further certify that I have complied with all requirements to qualify for such a reduced or exempt rate of tax.

(B)

Sign Here ►

..... (Signature of owner, fiduciary, trustee, or agent) (Date)

..... (If trust or estate, enter name)

..... (Address of fiduciary, trustee, or agent)

Instructions

(References are to the Internal Revenue Code and Income Tax Regulations)

A. Who Must File.—Except as set forth in paragraph B, this form must be filed by an owner, his trustee, or agent in cases where the owner is either a:

- (1) Nonresident alien-individual or fiduciary,
- (2) Foreign partnership,
- (3) Foreign corporation or other foreign entity,
- (4) Nonresident foreign partnership composed in whole or in part of nonresident aliens (applies to section 1451 only), or
- (5) Nonresident foreign corporation (applies to section 1451 only),

receiving income subject to withholding under section 1441, 1442, or 1451 of the Internal Revenue Code. **Note:** The form

must also be filed by a payee who does not know the identity of the owner.

B. Exceptions to "Who Must File".—This form is not required to be filed by:

- (1) An owner, trustee, or agent described in paragraph A who receives only dividends (the withholding agent may generally rely on the address of record of an owner as the basis for allowing the benefit of an income tax convention, if applicable, to the dividends being paid such owner),
- (2) An owner, trustee, or agent described in paragraph A who receives only income other than coupon bond interest, and does NOT claim the benefit of an income tax convention,

(C)

U. S. Citizen residing abroad

- (3) A nonresident alien individual or fiduciary, foreign partnership, or foreign corporation, engaged in a trade or business in the United States during the taxable year, if the income is effectively connected with the conduct of a trade or business within the United States by such person and is exempted from withholding under section 1441 or section 1442 by reason of section 1.1441-4(a) of the Regulations (File Form 4224),
- (4) A nonresident alien individual or fiduciary, a foreign corporation, or a foreign partnership composed wholly of nonresident alien individuals and foreign corporations, if the interest is treated under section 861(a)(1) and the regulations thereunder as income not from sources within the United States, or
- (5) A foreign partnership or foreign corporation engaged in trade or business in the United States during the taxable year, with respect to income which is exempted from withholding under section 1441 or section 1442 by reason of section 1.1441-4(f) of the Regulations.

C. Where and When to File.—A signed copy of this form must be filed with the withholding agent—

- (1) In the case of interest on coupon bonds (including tax-free covenant bonds), each time a coupon is presented for payment (a separate Form 1001 must be used for each issue of bonds);
- (2) In the case of income other than coupon bond interest when claiming the benefit of an income tax convention, as soon as practicable for any successive three-

calendar-year period during which such income is expected to be received. (A separate Form 1001 must be used for each type of income checked in line 1, except in the case of an owner claiming the benefit of an income tax convention for income received from a trust, estate, or investment account. In the case of income received from a trust, estate, or investment account, a separate Form 1001 must be used for each different trust, estate, or investment account.)

If, after filing such form, the owner ceases to be eligible for the benefits of the convention for such income, he shall promptly notify the withholding agent by letter. When any change occurs in the ownership of the income as recorded on the books of the payer, the exemption from, or reduction in the rate of, withholding of United States tax shall no longer apply unless the new owner of record is entitled to a reduced or exempt rate of tax under a convention and does properly file Form 1001 with the withholding agent.

D. Release of Withheld Tax.—This form may be used by an owner claiming the benefit of an income tax convention to claim a release of tax withheld at source. In preparing Form 1001, complete lines 1, 2 (if applicable) and 4 and file the signed copy with the withholding agent. Identify income tax convention and rate of tax for items 1(a), (c)–(i), on line 4.

E. Line 2. Coupon Bond Information.—Use the table below to enter the applicable rate, if any, on line 2(g). If the rate of tax is exempt, write the word "None."

Classes of Interest Payments on Bonds	Nontreaty Countries and Unknown Owners (Coupon ONLY)	Treaty Countries ¹ (Coupon ONLY)				
		Belgium ²	Canada	France	Japan	Switzerland
1. Issued by corporation before January 1, 1934, and over 2% of the tax assumed by obligor	2%	2%	2%	2%	2%	2%
2. Issued by corporation before January 1, 1934, and not over 2% of the tax assumed by obligor	30%	15%	15%	10%	10%	5%
3. Issued by corporation without tax-free covenant or on or after January 1, 1934, with a tax-free covenant	30%	15%	15%	10%	10%	5%
4. Issued by corporation before January 1, 1934, maturity date extended on or after that date, and over 27½% of the tax assumed by obligor	27½%	15%	15%	10%	10%	5%
5. Issued by the United States or any agency or instrumentality thereof	30%	15%	15%	10%	10%	5%

¹ Australia, Italy, New Zealand, Pakistan, Republic of South Africa, Trinidad and Tobago are subject to a tax rate of 30%, unless affected by the withholding rates applicable to tax-free covenant bonds. The remaining treaty countries are exempt.

² These rates also apply to the Republic of Rwanda and Republic of Burundi.

Instruction to Withholding Agent

The withholding agent is not required to forward Form 1001 to Internal Revenue Service. He shall retain Form 1001 for at least 4 years after the end of the last calendar year in which income subject to the form is paid, and will use Form 1001 for preparing Form 1042S. A Form 1042S must be prepared for each separate payment of any item of income including coupon bond interest made during the calendar

year. When more than one Form 1001 is received from an owner during the calendar year, the withholding agent may prepare only one Form 1042S to show the total amount of any item paid to that owner for such calendar year.

Additional Information

For withholding rates as well as other information, see **Publication 515, "Withholding of Tax on Nonresident Aliens and Foreign Corporations."**

51

May 24, 1978

Memo #78-1093

FOR THE RECORD

cc: Richard Essig
Don Deeks
John Davis
KTH ✓

Question:

RE: Import and Copyright into U.S.A.

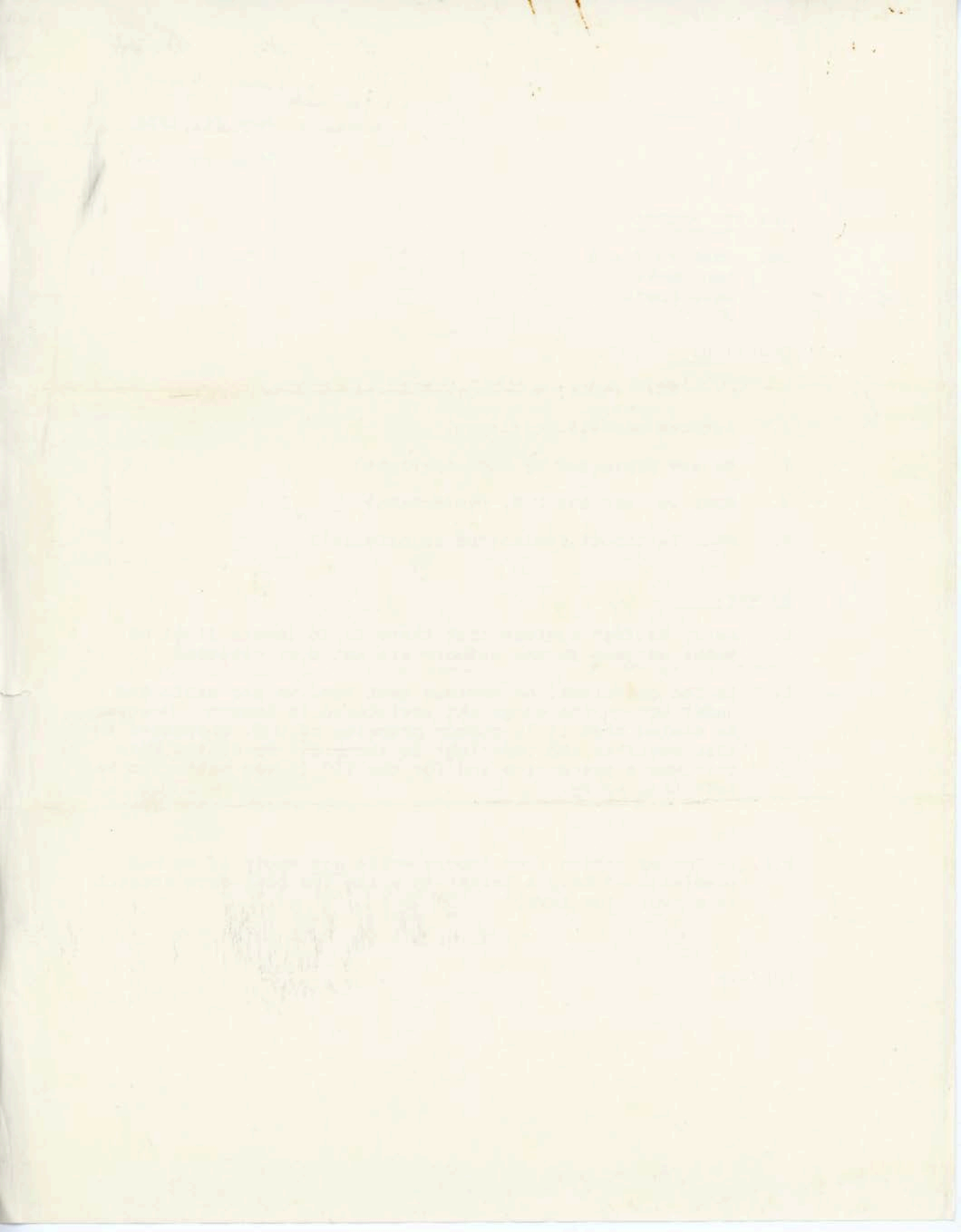
1. Authors non-U.S. citizens.
2. We are protected by UCC copyright?
3. Must we take out U.S. protection?
4. What is import limitation on original?

Answer:

1. Henry Kaufman advises that there is no import limit on books as long as the authors are not U.S. citizens. ✓
2. On the copyright, he advises that yes, we are protected under UCC on the copyright registered in London. However, he stated that it is common practice of U.S. companies to also register the copyright in the U.S. He stated that this was a precaution and for the \$10 it was better to be safe than sorry.

P.S. -- The exemption from import would not apply if we had commissioned Levy & Sarnat to write the book from scratch as a "work for hire."

RPE/hls



NEW COPYRIGHT LAW

OVERVIEW



Association of American Publishers, Inc.

One Park Avenue
New York, N.Y. 10016

1707 L Street, N.W.
Washington, D.C. 20036

© 1976, Charles H. Lieb

The 1976 omnibus copyright revision act is the fourth comprehensive revision of the copyright law since Congress in 1790 first exercised its constitutional power "to promote the progress of Science and useful Arts by securing for limited times to Authors and Inventors the exclusive Right to their respective writings and discoveries."

The product of an overly long period of gestation, it traces back to the 1961 Report of Abraham Kamenstein, then the Register of Copyrights, and to companion bills introduced in July 1964 by Senator McClellan and by Congressman Celler.

After protracted hearings in both Houses, the House of Representatives passed a revision bill in 1967. The counterpart Senate bill was passed in February 1976. The House with further modifications passed it in September 1976. With most of the differences resolved by the Conference Committee in favor of the House version, the bill was finally approved on September 30, 1976 -- by the Senate by a vote of 75-0, and by a House voice vote, and on October 19, 1976 it was signed into law by the President, effective January 1, 1978.

During the course of the legislative process, copyrights in their renewal term that otherwise would have expired on and after September 19, 1962 were from time to time extended to December 31, 1976; under the transition provisions of the new law, which became effective immediately upon enactment, they are further extended for a total term of 75 years.

During the same period Congress in 1971 created a copyright in new phonorecordings, and in 1974 established the National Commission on New Technological Uses of Copyrighted Works (CONTU) to study the effect of computer usages and machine reproduction on copyright. Unless its life is extended by Congress during the coming session, CONTU will cease to exist on December 31, 1977.

As finally passed the Act is a formidable document. It makes sweeping changes in copyright doctrine in language easy to understand. But it is also replete with complex provisions with respect to library photocopying, cable television, and public broadcasting, and other sections that prescribe procedural requirements in intricate and minute detail.

An Author's Law

The Act is primarily an author's law; its basic purpose, as stated in the legislative reports, is "to insure that authors receive the encouragement they need to create and the remuneration they fairly deserve for their creations." Authors benefit from the act in many ways.

The confusing dual system of "common law copyright" for unpublished works and statutory copyright for published works is eliminated, and in its place the Act establishes a single system of federal statutory copyright from creation. Thus, authors' rights will be enforceable with national uniformity, and the increasingly obscure concept of "publication" will lose much of its importance.

"Creation" under the Act takes place when a work is "fixed" in a copy for the first time. A work is "fixed" when with the authority of the author it is put in a form sufficiently permanent or stable to permit it to be perceived for more than a transitory period. If a work is prepared in different versions, each version is a separate work.

Attachment?

Term of Copyright

Under the new Act a work "created" on or after January 1, 1978, whether or not published, will be protected by copyright "from its creation." In the case of an individual author, the copyright term will continue for his life and for 50 years after his death. In the case of a work made for hire, i.e., a work written for another by one who is employed or specially commissioned to do so, the term will be 100 years from the year of creation or 75 years from the year of first publication, whichever comes first.

This is in contrast with existing law, under which statutory protection begins on the date of publication (or on the date of registration for unpublished works) and continues for a term of 28 years with a renewal term for an additional 28 years.

No change is made in the first term of copyrights in existence at the time of enactment of the new law, but if renewal is applied for the renewal term will be 47 calendar years, to the end of the 75th calendar year from the original date of copyright. Copyrights in their renewal term at the time of enactment are automatically extended by the new Act to December 31 of the 75th calendar year from the original date of copyright. Thus, in effect, the duration of all existing copyrights in their second term is extended for 19 years. A chart of these transitional provisions appears at the end of this summary.

Under the present law, the renewal section provides that under certain circumstances ownership can revert from the publisher to the author or his specified beneficiaries at the end of 28 years. The new Act, because it discards the concept of copyright renewal, in effect eliminates these reversionary rights. To compensate the author who has licensed his work to a publisher for the loss of these reversionary rights, the new Act gives an author or his representatives a right of "termination." If, for example, an author grants his publisher the right to publish his work for the full term of copyright, i.e., for the author's life and for 50 years thereafter, the author or those standing in his place can exercise the termination right effective at any time during the five-year period beginning at the end of 40 years from the date of the publishing contract or 35 years from the date of publication, whichever is earlier. Termination requires at least two years prior written notice.

In the case of a renewal copyright, the term of which was automatically extended by the new law for 19 years, the termination right can be exercised effective at any time during the five-year period beginning at the end of 56 years from the original date of copyright, or during the five-year period beginning on January 1, 1978, whichever is later.

Thus in the case of a copyright obtained on June 1, 1947, renewed in 1975 until June 1, 2003, and now extended to December 31, 2022, the right of termination may be exercised effective at any time during the five-year period beginning January 1, 2003. Consider, on the other hand, a copyright obtained on June 1, 1916, renewed in 1944 until December 31, 1972, extended by the interim extensions to December 31, 1976, and now automatically extended to December 31, 1991. In this case, 56 years from the original date of copyright having expired, the right to terminate could be exercised effective on a date falling within the five-year period commencing January 1, 1978. Because of the two-year notice requirement, however, it would appear that termination in any event could not be effective prior to October 19, 1978, two years after the date of enactment.

There is uncertainty whether the 1909 law protects works that are not perceivable by the human eye. Under the new Act, so long as the work is "fixed" in tangible form, it makes no difference what the form, manner, or medium of fixation may be. Graphic or symbolic indicia will serve the same purpose as words, numbers, or pictures; punched or magnetic works the same as written or printed; and perception by a machine or device will be the equivalent of perception by the human eye and mind. Literally, and in these very words, the Act is designed to accommodate works prepared in "any tangible medium of expression, now known or later developed."

Under the 1909 law, copyrights are indivisible, at least in theory. This will no longer be true. When the new Act takes effect, any of the exclusive rights that are comprised in copyright may be separately transferred and separately owned.

Manufacturing Clause

Of particular interest to publishers is the dilution, and on July 1, 1982 the total elimination, of the much discussed "manufacturing clause." Effective January 1978 the manufacturing clause will apply only to works consisting "preponderantly" of nondramatic literary material in the English language and protected by copyright. It will not apply to dramatic, musical, pictorial or graphic works, or to foreign language works or to any works that "preponderantly" are of that character; nor will it apply to copies manufactured in Canada, although Congress, in the report accompanying the statute, threatens to remove the Canadian exemption if Canada does not adopt the Florence Agreement and take other reciprocal steps with the United States to remove existing restraints on the flow of printing and publishing between the two countries.

In the case of a mixed work, some of it subject and some not to the manufacturing requirement, the test will be whether the exempt material exceeds the non-exempt in importance. However, even though a work is subject to the manufacturing requirement, only that portion of it that consists of copyrighted English language nondramatic material is required to be manufactured in accordance with the clause. The manufacturing requirement will not apply to works by an American who has been domiciled abroad for at least a year, nor will it apply to a work authored or co-authored by a foreigner. If the requirement does apply, the importation limit is increased from 1500 as at present to 2000 copies.

The use of foreign-prepared "repro proofs" will satisfy the statute, provided the plates from which the copies are printed and the actual printing and binding are done in the United States or Canada.

Heretofore, a publisher exclusively licensed to publish a work in the United States could not protect himself from the importation of copies of that work by a third party (a practice sometimes called "buying around"), provided the imported copies were lawfully manufactured abroad. Commencing January 1, 1978, following the example of English, Canadian and Australian law, importation of that nature will constitute an infringement of the exclusive right of the American licensee and will be actionable at law in the same manner as any other infringement.

An important exception to this new prohibition against "buying around" is that nonprofit libraries and educational organizations will be allowed to import up to five copies of a book for their "library lending or archival purposes." Publishers of scholarly books should note, however, that the five-copy

exemption will not apply if the importation is part of an activity that constitutes "systematic reproduction or distribution" by the library or other organization in violation of Sec. 108(g)(2) discussed below. This exception to the exemption was added at the same time that the "interlibrary proviso" was added to Sec. 108(g)(2), and after the Register of Copyrights testified that the British Lending Library at Boston Spa in England had become a major supplier of unauthorized photocopies of journal articles to libraries throughout the world, including the United States, and that if the practice continues it could be considered a violation of Sec. 108(g)(2), were that section applicable.

The present Act prohibits the importation of "piratical" copies, i.e., those illegally manufactured abroad, and the new Act retains that prohibition. It also excludes copies that, although lawfully made abroad, would have been unlawful if United States copyright law were applicable. A typical example would be a work by an American author that was in the public domain in a foreign country owing to the absence of copyright relations between that country and the United States, but that is protected here.

Photocopying

No part of the Act has received more attention and has been the subject of more intense debate than Sec. 107, which for the first time in America copyright history codifies the judicially created doctrine of fair use; and the companion Sec. 108, which confers additional copying rights on libraries that copy without purpose of direct or indirect commercial advantage and whose collections are available to general or specialized segments of the public.

Sec. 107 is worth verbatim quotation. As the House Committee noted, it is the result of a process of accretion resulting from long controversy over the related problems of fair use and the reproduction (mostly by photocopying) of copyrighted material for educational and scholarly purposes. It reads:

"Sec. 107. Limitations on exclusive rights: Fair Use

Notwithstanding the provisions of section 106, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include --

- (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- (2) the nature of the copyrighted work;
- (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- (4) the effect of the use upon the potential market for or value of the copyrighted work."

The following are among the principles that have been crystallized by these sections:

1. Fair use remains an equitable rule of reason, susceptible neither to precise definition nor automatic application. Sec. 107 merely restates existing judicial doctrine; it does not change, narrow or enlarge it in any way.
2. There is neither a "not-for-profit" nor an "educational" exemption as such. Nevertheless, the commercial or the nonprofit character of an activity should be weighed along with other factors in determining whether there is a fair use.
3. The fair use doctrine applies to photocopying by libraries as well as by others.
4. Fair use copies are intended essentially to supplement the use of the purchased work and not to serve as a substitute.
5. Libraries that meet the standards imposed by Sec. 108 may supply their patrons' study needs with single copies of out-of-print works; also, regardless of whether out of print, with single copies of periodical articles or contributions, or contributions to collective works, or small parts of any other work.
6. Multiple copying (except as conditionally permitted for classroom purposes by Sec. 107) and systematic reproduction of single or multiple copies require the prior permission of the copyright owner. Nevertheless under the "interlibrary proviso" of Sec. 108, a library may obtain through other libraries a limited number of copies of articles and contributions, provided that the purpose or effect is not to substitute the copies for the subscription to or purchase of the work.

Because of the need for greater certainty than Sections 107 and 108 can supply, and at the urging of the House and Senate subcommittees, the principal interested parties have reached agreements on (a) guidelines for classroom copying with respect to books and periodicals; (b) guidelines for educational uses of music; and (c) guidelines, midwifed by CONTU, that state the limitations on the supply through interlibrary arrangements of copies of recent periodical articles (not more than five copies within any calendar year of an article or articles published in any particular periodical within five years prior to the date of the request).

Guidelines (a) and (b) appear in the House legislative report and guideline (c) in the Conference Report. They are all reprinted at the end of this article. It should be noted that the interlibrary guidelines give no sanction to the Boston Spa kind of operation that was discussed earlier in this summary.

Public Broadcasting

The controversy with respect to the request by public broadcasters for a compulsory license to use certain kinds of copyrighted works was resolved by agreement among the parties that nondramatic literary works would be excluded from the coverage of Sec. 118. In return, the parties agreed (a) that they will formulate fair use guidelines for the use of nondramatic literary works by public broadcasters; (b) that they will recommend a standardized permission form; (c) that under the protection of the antitrust exemption included in Sec. 118 they will develop a recommended schedule of fees; and

(d) that AAP will operate a modest expediting center to assist in handling permissions requests for a two-year trial period. The agreement was delivered to the Conference Committee and is reproduced at the end of this article.

Work for Hire

A "work made for hire" is carefully defined in the new Act. It is not only a work prepared by an employee within the scope of his employment, but also, if the parties so agree in writing, a work specially ordered or commissioned for use either as a contribution to a collective or audiovisual work, compilation, translation, or atlas, or a "supplementary work" or an "instructional text."

A "supplementary work" is defined as one that is prepared for publication as an adjunct to a work by another author, as a foreword, afterword, explanation, revision, etc. An "instructional text" is defined as a literary, pictorial or graphic work prepared for publication with the purpose of use in "systematic instructional activities."

It is important to study carefully the definition of a work made for hire, which is only summarized here, and also to note the requirement that the parties expressly indicate their intention by written instrument that the work is to be considered one of that character.

If the work is made for hire, the employer or other person for whom the work was prepared is considered the author; and unless the parties expressly otherwise agree in writing, he will own all of the rights comprised in the copyright.

Sections 101 and 201 dealing with works made for hire carry over existing concepts, but with embellishment and added particularity. It is not clear whether works for hire contracted for now but published after the effective date of the new Act will be judged by the standards expressed in the new Act.

Rights in Contributions

Sec. 201(c) of the new Act is designed to clarify and improve what the House Judiciary Committee characterized as the present confusing and frequently unfair legal situation with respect to rights in contributions. That section states that copyright in each separate contribution to a collective work is distinct from copyright in the collective work as a whole, and vests initially in the author of the contribution. Also, in the absence of an express transfer of the copyright or of any rights under it, the owner of the copyright in the collective work, i.e., the publisher, is presumed to have acquired only the privilege of reproducing and distributing the contribution as part of that particular collective work, or in any revision of it, or in any later collective work in the same series. This will be true regardless of whether the contribution carries its own notice of copyright or is protected only by a single notice applicable to the collective work as a whole.

Under the language of this clause, as the House Report notes, unless the agreement otherwise provides, a publisher could reprint a contribution from one issue in a later issue of the same magazine, and could reprint an article from, for example, a 1980 edition of an encyclopedia in a later revision of that encyclopedia, but could not revise the contribution itself or include it in a new anthology or in an entirely different magazine or other collective work.

Here again, the question arises whether contributions presently contracted for but not published until after the effective date of the Act will be governed by these carefully drawn rules.

Afterword

This brief overview should not be concluded without reference to other significant changes in the Act that, being outside the direct and immediate interests of book publishers, are beyond the purpose of this summary. These include (a) complex provisions that impose copyright liability on cable television systems; (b) the proliferation of the use of the compulsory licensing device from phonorecords as at present to cable television, the jukebox and to public broadcasts and possibly by the next Congress to performance rights; (c) the creation of a copyright royalty tribunal to administer these licensing systems; (d) the rejection of the National Technical Information Service's request for a limited five-year copyright term on its publications but with the promise to hold hearings on the request early in the next session of Congress; (e) the obligation of the Register of Copyrights to report in January 1980 whether satisfactory voluntary licensing arrangements have been made by public broadcasters, publishers, and authors with respect to the use of nondramatic literary works; and (f) a similar obligation of the Register to report in January 1983 and in five-year intervals thereafter the extent to which Sec. 108 has achieved the intended statutory balancing of the rights of creators and the needs of users in the area of library photocopying.

The passage of the Act is a milestone in American copyright history, but much remains to be done. The unfinished list of business includes not only the resolution of questions that the Act deliberately deferred to a later date and the monitoring of the Act to see whether it keeps pace with rapidly changing technology, but also concerted action by all of the interested parties to bring to a halt their sometimes strident debate and to promote a common understanding of the new law.

Transitional Provisions

Copyrights existing in first term	Extended to	When to be renewed	Renewal term
<u>Expiring</u> 1976 or 1977	no extension	as at present (during 28th year)	47 calendar years (to end of 75th calendar year from original copyright date)
1978	12/31/78	either: (1) as above, or (2) on or before 12/31/78	same as above
1979 and thereafter	December 31 of 28th year	December 31 of 28th year	same as above
<hr/>			
Copyrights existing in renewal term			
Automatically extended to			
<u>Expiring</u> December 31, 1976 (all renewal terms expiring on or after September 19, 1962 extended under interim extension bills to December 31, 1976)		December 31 of 75th calendar year from original copyright date	
1977 and thereafter		December 31 of 75th calendar year from original copyright date	

AGREEMENT

ON

GUIDELINES FOR CLASSROOM COPYING IN NOT-FOR-PROFIT EDUCATIONAL INSTITUTIONS WITH RESPECT TO BOOKS AND PERIODICALS

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of H.R. 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107' of the Copyright Revision Bill. There may be instances in which copying which does not fall within the guidelines stated below may nonetheless be permitted under the criteria of fair use.

GUIDELINES

I. SINGLE COPYING FOR TEACHERS:

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

- A. A chapter from a book;
- B. An article from a periodical or newspaper;
- C. A short story, short essay or short poem, whether or not from a collective work;

- D. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper;

II. MULTIPLE COPIES FOR CLASSROOM USE:

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion; provided that:

- A. The copying meets the tests of brevity and spontaneity as defined below;
and,
- B. Meets the cumulative effect test as defined below;
and,
- C. Each copy includes a notice of copyright.

DEFINITIONS:

Brevity:

- i. Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words.
- ii. Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any

prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

[Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]

iii. Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.

iv. "Special" works: Certain works in poetry, prose or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "ii" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof, may be reproduced.

Spontaneity:

i. The copying is at the instance and inspiration of the individual teacher, and

ii. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Cumulative Effect:

i. The copying of the material is for only one course in the school in which the copies are made.

ii. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.

iii. There shall not be more than nine instances of such multiple copying for one course during one class term.

[The limitations stated in "ii" and "iii" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.]

III. PROHIBITIONS AS TO I AND II ABOVE:

Notwithstanding any of the above, the following shall be prohibited:

A. Copying shall not be used to create or to replace or substitute for anthologies, compilations or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or are reproduced and used separately.

B. There shall be no copying of or from works intended to be "consumable" in the course of study or of teaching. These include workbooks, exercises, standardized

tests and test booklets and answer sheets and like consumable material.

C. Copying shall not:

- a. substitute for the purchase of books, publisher's reprints or periodicals;
- b. be directed by higher authority;
- c. be repeated with respect to the same item by the same teacher from term to term.

D. No charge shall be made to the student beyond the actual cost of the photocopying.

AGREED

March 19, 1976

AD HOC COMMITTEE ON
COPYRIGHT LAW REVISION

AUTHOR - PUBLISHER GROUP

BY Sheldon Elliott Steinbach

AUTHORS LEAGUE OF AMERICA

By Irwin Karp
Irwin Karp, Counsel

ASSOCIATION OF AMERICAN
PUBLISHERS, INC.

By Alexander C. Hoffman
Alexander C. Hoffman, Chairman
Copyright Committee

NOTE: The reference to "teachers," according to the Conference Report, includes "instructional specialists working in consultation with educational instructors."

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of HR.2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying which does not fall within the guidelines stated below may nonetheless be permitted under the criteria of fair use.

A. PERMISSIBLE USES

1. Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.

2. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or area, but in no case more than (10%) of the whole work. The number of copies shall not exceed one copy per pupil.

3. Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

4. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.

5. A single copy of a sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

B. PROHIBITIONS

1. Copying to create or replace or substitute for anthologies, compilations or collective works.

2. Copying of or from works intended to be "consumable" in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like material.

3. Copying for the purpose of performance, except as in A(1) above.

4. Copying for the purpose of substituting for the purchase of music, except as in A(1) and A(2) above.

5. Copying without inclusion of the copyright notice which appears on the printed copy.

Introduction

Subsection 108(g)(2) of the bill deals, among other things, with limits on interlibrary arrangements for photocopying. It prohibits systematic photocopying of copyrighted materials but permits interlibrary arrangements "that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work."

The National Commission on New Technological Uses of Copyrighted Works offered its good offices to the House and Senate subcommittees in bringing the interested parties together to see if agreement could be reached on what a realistic definition would be of "such aggregate quantities." The Commission consulted with the parties and suggested the interpretation which follows, on which there has been substantial agreement by the principal library, publisher, and author organizations. The Commission considers the guidelines which follow to be a workable and fair interpretation of the intent of the proviso portion of subsection 108(g)(2).

These guidelines are intended to provide guidance in the application of Section 108 to the most frequently encountered interlibrary case: a library's obtaining from another library, in lieu of interlibrary loan, copies of articles from relatively recent issues of periodicals -- those published within 5 years prior to the date of the request. The guidelines do not specify what aggregate quantity of copies of an article or articles published in a periodical, the issue date of which is more than 5 years prior to the date when the request for the copy thereof is made, constitutes a substitute for a subscription to such periodical. The meaning of the proviso to subsection 108(g)(2) in such case is left to future interpretation.

The point has been made that the present practice of interlibrary loans and use of photocopies in lieu of loans may be supplemented or even largely replaced by a system in which one or more agencies or institutions, public or private, exist for the specific purpose of providing a central source for photocopies. Of course, these guidelines would not apply to such a situation.

Guidelines for the Proviso of Subsection 108(g)(2)

1. As used in the proviso of subsection 108(g)(2), the words "...such aggregate quantities as to substitute for a subscription to or purchase of such work" shall mean:

- (a) with respect to any given periodical (as opposed to any given issue of a periodical), filled requests of a library or archives (a "requesting entity") within any calendar year for a total of six or more copies of an article or articles published in such periodical within 5 years prior to the date of the request. These guidelines specifically shall not apply, directly or indirectly, to any request of a requesting entity for a copy

or copies of an article or articles published in any issue of a periodical, the publication date of which is more than 5 years prior to the date when the request is made. These guidelines do not define the meaning, with respect to such a request, of "...such aggregate quantities as to substitute for a subscription to (such periodical)"

- (b) with respect to any other material described in subsection 108(d), (including fiction and poetry), filled requests of a requesting entity within any calendar year for a total of six or more copies or phonorecords of or from any given work (including a collective work) during the entire period when such material shall be protected by copyright.

2. In the event that a requesting entity --

- (a) shall have in force or shall have entered an order for or a subscription to a periodical, or
 (b) has within its collection, or shall have entered an order for, a copy or phonorecord of any other copyrighted work,

material from either category of which it desires to obtain by copy from another library or archives (the "supplying entity"), because the material to be copied is not reasonably available for use by the requesting entity itself, then the fulfillment of such request shall be treated as though the requesting entity made such copy from its own collection. A library or archives may request a copy or phonorecord from a supplying entity only under those circumstances where the requesting entity would have been able, under the other provisions of Section 108, to supply such copy from materials in its own collection.

3. No request for a copy or phonorecord of any material to which these guidelines apply may be fulfilled by the supplying entity unless such request is accompanied by a representation by the requesting entity that the request was made in conformity with these guidelines.

4. The requesting entity shall maintain records of all requests made by it for copies or phonorecords of any materials to which these guidelines apply and shall maintain records of the fulfillment of such requests, which records shall be retained until the end of the third complete calendar year after the end of the calendar year in which the respective request shall have been made.

5. As part of the review provided for in subsection 108(i), these guidelines shall be reviewed not later than 5 years from the effective date of this bill.

September 24, 1976

Dear Chairman McClellan and Chairman Kastenmeier:

The undersigned organizations, representing authors, publishers and public broadcasters have resolved their differences concerning the status of nondramatic literary works under Section 118 ... and wish to inform you that:

They have reached the following understanding concerning the agreement to be negotiated ... (if the House version is enacted) ... to wit:

(a) The parties will formulate "fair-use" guidelines for nondramatic uses of nondramatic literary works in public broadcasting programs within the "fair-use" provisions of Sec. 107 and the "statutory damages" provisions of Sec. 504(c)(2)(ii) of H.R. 2223. These "fair use" guidelines will be based primarily on the measurable length of the included excerpt, varied only by considerations of the proportionate size of the program excerpt when compared to the overall literary work. For this purpose, a bench-mark of 100 words from the copyrighted work or one minute of program time appear consistent with such "fair use" standards.

(b) The parties have each drafted a standard permission form for the other's consideration and agree to complete development of such form to be jointly recommended for nondramatic uses of nondramatic literary works in public television and radio programs beyond what is considered "fair use" under the aforementioned guidelines. The recommended license form would contain terms and provide licenses of rights appropriate for normal public broadcasting usage. The parties will endeavor to secure widespread acceptance of these terms including recommended fees in the licenses granted by authors and publishers to public broadcasters.

(c) The parties agree that, subject to enactment of the antitrust exemption in Sec. 118 permitting them to do so, they will develop a recommended schedule of modest fees for nondramatic uses of nondramatic literary works in public broadcasting programs beyond those permitted under the "fair-use" guidelines. These fees will be related primarily to length of excerpts or of entire short works; they will apply to the uses licensed by the recommended form, with standard increments or additional payments for extended uses or time periods also being specified; and they will cover local, regional and national public radio and public television programs. The Authors League, AAP and public broadcasters will recommend this schedule of rates for such uses; substantial consideration will also be given to recommend jointly that permissions be granted by authors and publishers without fee for local public radio uses. The parties will attempt to develop additional recommended guidelines for use of lengthy excerpts or entire works other than short works.

(d) The parties agree that a center will be established to expedite the licensing by authors and publishers of nondramatic public broadcasting uses of their nondramatic literary works, which the Association of American Publishers agrees to finance and operate for a trial period of two years. All parties agree that it would be desirable to continue its operation thereafter so long as useful, and agree that they will explore the practicability of doing so.

* * *

Respectfully yours,

Authors League of America
/s/ by John Hersey
President

Public Broadcasting Service
/s/ by Hartford N. Gunn, Jr.
Vice Chairman

Association of American Publishers
/s/ by Charles H. Lieb
Copyright Counsel

Association of Public Radio Stations
/s/ by Ronald C. Bornstein
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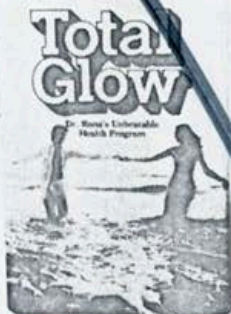
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location of the advertising budget "a gamble . . . if we spend everything and the *Times* goes back to print, we'll be stuck with no money to advertise in *TBR*." Morrow was fortunate, Wright said, because it had promoted two of its major titles. "Money Wolves" by Paul Erikson and Jim Hougan's "Spooks: The Haunting of America—the Private Use of Secret Agents," in other publications, notably *Wall Street Journal* and *New Republic* earlier. She misses *TBR*'s "cachet," though; its prestige value "can't be beat," she said.

Nina Bourne, vice-president, adver-

ting, at Knopf, also stressed the promotional value of *TBR*. "The event is made there," she stated. For Knopf the problem posed by *TBR*'s absence is that books are not getting reviewed rather than that they are not being advertised in the section.

Simon & Schuster's Dan Green, associate publisher and executive assistant to the president, remarked, "If the strike is not settled soon, I think we have a very great problem in telling that vast reading and book-buying public what's new and in getting that excitement about books generated." S.D.

Magazines Plan Expanded Book Review Sections

With the *New York Times Book Review* temporarily removed from the field, other publications, including R. R. Bowker's *Bookviews*, fill the gap in book coverage. Two magazines with national circulation have now announced plans to expand coverage.

New Republic magazine includes an eight-page book supplement in its August 26/September 2 double issue which lists 100 titles submitted by 43 publishers in 31-word capsule descriptions. The book review section has been expanded to 15 reviews in four pages. "We see this book section as a service to the industry," said *New Republic*'s editor, Martin Peretz. A special printing of 15,000 complimentary copies will be distributed to bookstores in New York City and 1000 complimentary copies will go to bookstores in Washington, D.C., to supplement the magazine's regular circulation of 100,000 copies nationwide. Peretz said the experimental book section format will continue in the September 9 issue of *New Republic* and if there is "demonstrated interest" in the section, it would be instituted on a regular basis.

New York Review of Books will be

running expanded editions for its next two issues, the first of these being the issue dated September 28, which will go on sale September 7. Kathy Jones, the magazine's advertising manager, said the distribution will be increased by "several thousand copies." The September 28 issue will be at least 64 to 72 pages, according to editor Robert Silvers—the usual size is 48 pages. The issue after that, dated October 12, will celebrate the magazine's 15th anniversary. Silvers noted with amusement that *New York Review of Books* was founded in October 1963 as a direct result of the first newspaper strike.

In addition to increases in the number of book reviews it runs, the *Review* plans a section that will provide capsule summaries of 12 to 15 new titles; this section will continue throughout the strike. Another departure from the normal format will be provided by articles on "national and international events which we think our readers want to be informed about." The Jerry Brown campaign in California and the business situation in Brazil are scheduled for coverage in upcoming issues, Silvers said. S.D.

Copyright Office Develops New Recordation Rules

The U.S. Copyright Office has now adopted a regulation governing recordation of transfers of copyright ownership and other documents pertaining to copyright. The regulation is effective September 7. It modifies an interim regulation issued January 4 along lines suggested by the Authors League of America.

Under the new copyright law, any contract or other transfer of copyright ownership by the owner or his or her agent may be recorded in the Copyright Office. This is an important matter for publishers, since all rights rest initially with the author and any rights a publisher wants to secure must be specifi-

cally transferred to it by written agreement with the author.

Recordation is essential to filing a copyright infringement suit and prior registration of the work is required to give "constructive notice" in the legal sense. An infringement suit may be brought after recordation, however, even if the suit occurred before recordation. These and related matters are spelled out in Sections 204 and 205 of the Copyright Law.

The Copyright Office noted in announcing its recordation regulation implementing Section 205 that it does not provide printed forms for this purpose. Documents submitted, such as book club, anthology and other subsidiary rights transfers made between publishers and copyright owners or their

agents, must be legible enough so that a microform copy can serve as a permanent public record.

The Copyright Office also deleted from its interim regulation the requirement that the document must be an "original" since that term is ambiguous. "The key to recordability," said a statement signed by Barbara Ringer, Register of Copyrights, "is the presence of a handwritten signature on the document." A signed copy of the document, sometimes called a duplicate original, is therefore acceptable.

At the outset, the regulation notes that a variety of documents do not fall within Section 205 and are consequently not covered by it. These include notices of termination of copyright transfers, statements regarding authors of anonymous and pseudonymous works, statements relating to the death of authors, and license agreements between copyright owners and public broadcasting entities—all covered by other regulations.

"A document shall be considered to 'pertain to copyright' if it has a direct or indirect relationship to the existence, scope, duration, or identification of a copyright, or to the ownership, division, allocation, licensing, transfer, or exercise of rights under a copyright." That relationship may be past, present, future, or potential, the regulation says.

Any transfer of copyright ownership (including any instrument of conveyance, or note or memorandum of the transfer), or any other document pertaining to a copyright, may be recorded if accompanied by a \$10 fee for a document consisting of six pages or less and covering no more than one title. An additional charge of 50¢ is made for each page over six and each title over one. A fee is required for each separate transfer or other document even if two or more documents appear on the same page. The Copyright Office explains that the term "title" generally denotes "appellation" or "denomination" rather than "registration," "work" or "copyright."

To be recordable, the document must bear the actual signature or signatures of the person or persons who executed it. It may also be recorded if it is a legible photocopy or other full-size facsimile reproduction of the signed document, accompanied by a sworn certification or an official certification that the reproduction is a true copy of the signed document. Any sworn certification must be signed by at least one of the persons who executed the document or by an authorized representative of that person.

The Copyright Office also insists that any document must be complete in its own terms, and at the urging of the Authors League, clarifies the meaning of that requirement. For example, a docu-

ment that contains a reference to any schedule, appendix, exhibit, addendum or other material as being attached to the document or made a part of it is recordable only if the attachment is also submitted for recordation with the document or if the reference is deleted by the parties and signed or initialed by them.

In exceptional cases a document containing a reference to an attachment will be recorded without the attached material and without deletion of the reference if the person seeking recordation submits a written request specifically asserting that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter; and (c) it would be impossible or wholly impracticable to have the parties sign or initial a deletion of the reference.

If a document otherwise recordable indicates on its face that it is a self-contained part of the larger instrument, the Copyright Office will raise the issue of completeness but will record the document if the person requesting recordation asserts that the document is sufficiently complete as it stands. When the document submitted for recordation merely identifies or incorporates by reference another document, or certain terms of another document, the Copyright Office will raise no question of completeness, and will not require recordation of the other document.

SUSAN WAGNER

Sales Up for First Half Of 1978, AAP Report Shows

Sales increased for the first six months of 1978, compared with the first half of 1977, in all divisions of book publishing, according to May and June figures in the AAP bulletin *Publishers' Monthly Domestic Sales*. In most divisions the increase was substantial, running over 17% for adult trade hardbound books, almost 15% for adult trade paperbacks, 14.5% for college texts and materials, 16% to 17% each for book club and mail order books; almost 11% in mass market paperbacks, and 12% in elhi textbooks and materials.

Sales of children's paperback books increased almost 33% in the six-month period, but sales of children's hardcovers increased less than 3%. The Bibles, Testaments, hymnals, prayer books category also showed a rise of less than 3%. Scientific, technical, business and medical book sales increased over 9%.

It should be kept in mind that these data relate only to the firms reporting in a given month, although they do provide a fair indication of trends. The AAP's May report covers data from 104 publishers; the June report, data from 97 publishers. Foreign sales are

not included, except for mass market paperbacks.

Among firms reporting for May, sales of adult trade hardbounds increased almost 30%; adult trade paperbacks, over 34%; mass market paperbacks, over 20%; college materials, nearly 5%; elhi materials, over 14%.

For June, reporting firms indicated sales increases of almost 24% in adult trade hardbound books and nearly 30% in adult trade paperbacks. Mass market paperbacks showed a slight drop (with fewer publishers reporting in this division than reported in June); college

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—Arthur Jacobs

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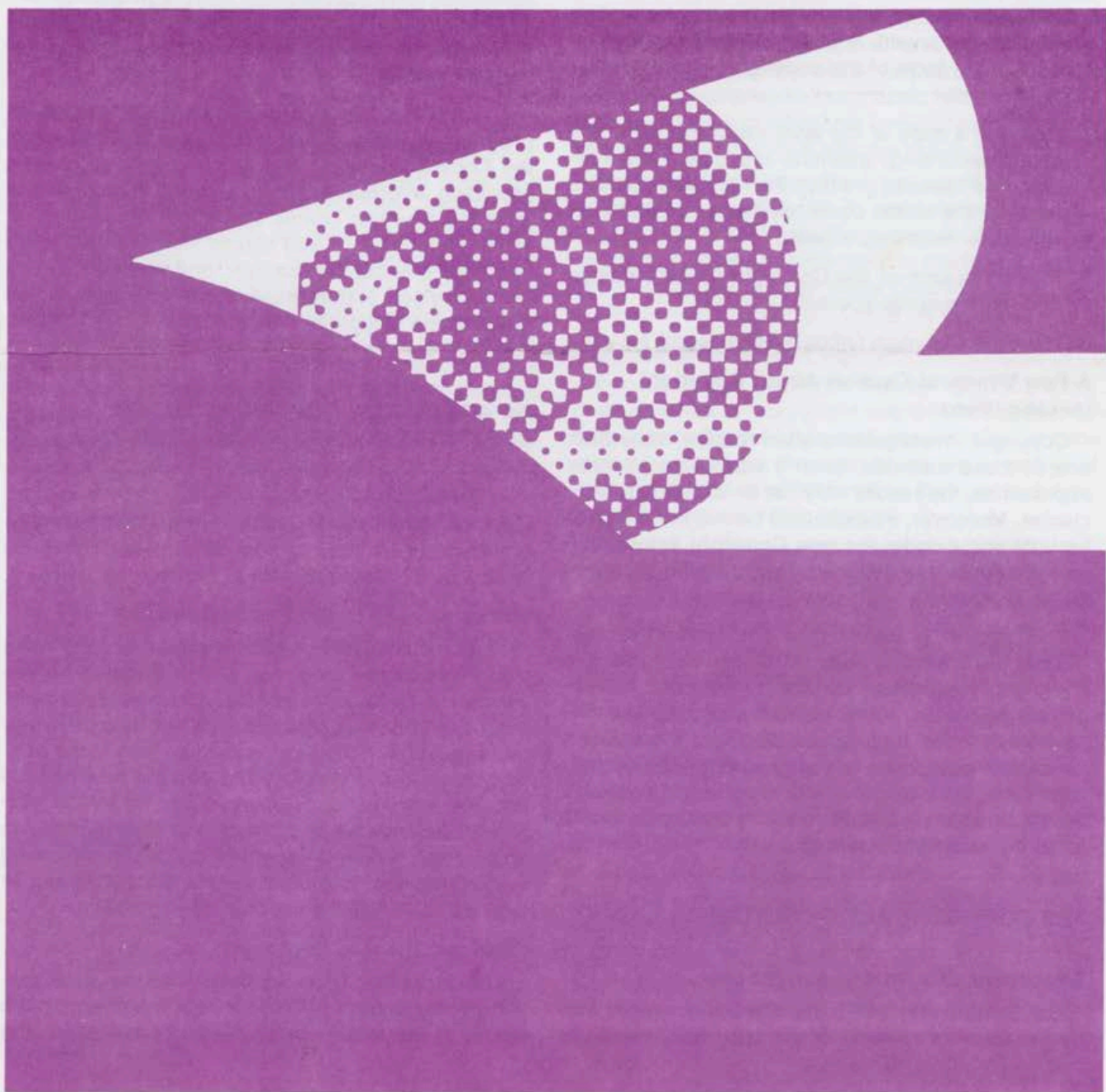
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Circular
R 22

**How to
Investigate the
Copyright
Status of a Work**

[For Use in 1977]



How to Investigate the Copyright Status of a Work (For Use in 1977)

IN GENERAL

Methods of Approaching a Copyright Investigation

There are several ways to go about investigating whether or not a work is under copyright protection and, if so, the facts of the copyright. These are the main ones:

1. Examine a copy of the work (or, if the work is a sound recording, examine the disk, tape cartridge, or cassette in which the recorded sound is fixed, or the album cover, sleeve, or container in which the recording is sold);
2. Make a search of the Copyright Office catalogs and other records yourself;
3. Have the Copyright Office make a search for you.

A Few Words of Caution About Copyright Investigations

Copyright investigations often involve more than one of these methods. Even if you follow all three approaches, the results may not be completely conclusive. Moreover, as explained below, the changes brought about under the new Copyright Act of 1976 must be considered when investigating the copyright status of a work.

This circular is intended to offer some practical guidance on what to look for if you are making a copyright investigation yourself during 1977. It is important to realize, however, that a circular like this can only hit the high spots, and that there are a number of exceptions to the general principles outlined here. In many cases it is important to consult a copyright attorney before reaching any conclusions as to the copyright status of a work.

THE COPYRIGHT ACT OF OCTOBER 19, 1976

Enactment of a New Copyright Law

On October 19, 1976, the President signed into law a complete revision of the copyright law of the

United States. With some exceptions, the provisions of the new copyright statute will come into force on **January 1, 1978**.

The Copyright Act of October 19, 1976, makes a number of changes in the law now in effect. For works that have not yet fallen into the public domain, 1977 is a year of transition between copyright protection under the old law and copyright protection under the new statute.

This circular offers guidance only with respect to copyright investigations conducted in 1977. Later on the Copyright Office plans to issue another circular providing information on copyright investigations after the new law comes into effect on January 1, 1978. Meanwhile, if you should like to obtain more information about the new law, or if you want a copy of the revised statute itself, send your specific request to the Copyright Office.

IMPACT OF NEW COPYRIGHT ACT ON COPYRIGHT INVESTIGATIONS IN 1977

For copyright investigations in 1977, the following are some of the main points to consider about the impact of the Copyright Act of October 19, 1976:

Works Already in the Public Domain

The new law will not restore protection for works that have fallen into the public domain before January 1, 1978. If you conclude from your research that copyright in a particular work has been lost, you can assume that the work is permanently in the public domain in this country, and that the new law will not revive protection. Copyright can be lost in several situations; the most common are: publication without the required copyright notice; expiration of the first 28-year copyright term without renewal; or final expiration of the second copyright term.

Changed Term of Copyright

For works that have not fallen into the public domain on January 1, 1978, the new law changes the length of the total term of copyright available. The

length of the copyright term for a particular work will depend upon a variety of circumstances, as explained below.

Scope of Exclusive Rights Under Copyright

The new law changes and, in some cases, enlarges the scope of the copyright owner's rights as against users of a work. The new rights will apply to all uses of a copyright work after January 1, 1978, regardless of when the work was created.

Changed System of Copyright Formalities

Some of the most sweeping changes under the new law involve copyright formalities—that is, the procedural requirements for securing and maintaining full copyright protection. The present system of formalities involves copyright notice, deposit and registration, recordation of transfers and licenses of copyright ownership, and U.S. manufacture, among other things. In general, the new law will liberalize this system in ways that will reduce the chances of mistakes, soften the consequences of errors and omissions, and allow for the correction of errors. However, these changes will not come into effect until January 1, 1978; before that date, the strict requirements of the present law must still be observed.

WORKS FIRST PUBLISHED BEFORE 1978: THE COPYRIGHT NOTICE

General Information About the Copyright Notice

In investigating the copyright status of works first published before January 1, 1978, the most important thing to look for is the notice of copyright. A typical copyright notice consists of the word "Copyright," the abbreviation "Copr.," or the symbol "©," together with the name of the copyright owner and the year of first publication; for example: "© Marion Crane 1977" or "Copyright 1977 by Milton Arbogast." For sound recordings published after Feb-

ruary 14, 1972, a typical copyright notice reads "© 1977 Music Makers Records, Inc."

The form and position of the copyright notice for various types of works are specified in the copyright statute. As a general rule, copyright protection is lost permanently if the notice is omitted from the published edition of a work, or if it appears in the wrong form or position. Some courts have been liberal in overlooking relatively minor departures from the statutory requirements, but a basic failure to comply with the notice provisions will forfeit copyright protection and throw the work into the public domain.

Detailed information about the copyright notice is contained in our Circular 3, and information about copyright for sound recordings, including the special notice requirements applicable to them, appears in our Circular 56. Both of these circulars can be obtained from the Copyright Office on request.

Absence of Copyright Notice

For works first published before 1978, the complete absence of a copyright notice from a published copy generally indicates that the work is not protected by copyright. However, there are a number of exceptions and qualifications to this general rule. The following are some of them:

Unpublished Works. No notice of copyright is required on the copies of any unpublished work. The concept of "publication" is very technical, and it is possible for a number of copies lacking a copyright notice to be reproduced and distributed without affecting copyright protection.

Foreign Editions. Under certain circumstances, the law exempts copies of a copyrighted work from the notice requirements if they are distributed exclusively outside the United States. Some copies of these foreign editions may find their way into the United States without impairing the copyright.

Accidental Omission. The statute preserves copyright protection if the notice is omitted by accident or mistake from a "particular copy or copies."

Unauthorized Publication. A valid copyright is not affected if someone deletes the notice and publishes the work without authorization from the copyright owner.

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Sound Recordings. Reproductions of sound recordings usually contain two different types of creative works: the underlying musical or literary work that is being performed or read, and the fixation of the actual sounds embodying the performance or reading. For protection of the underlying musical or literary work embodied in a recording, it is not necessary that any copyright notice appear on or in connection with phonograph records or tapes in which the recording is reproduced. As explained in our Circular 56, a special notice is required for protection of the sounds embodying the performance or recording, if the sounds were first fixed on or after February 15, 1972. However, there is no requirement for a notice with respect to sound recordings fixed before February 15, 1972.

The Date in the Copyright Notice

If you find a copyright notice, the date it contains may be important in determining the copyright status of the work. As a general rule, the notice is required to include the year of first publication of the work (or, if the work was registered for copyright in unpublished form, the year in which registration was made). There are two main exceptions to this rule:

- For certain types of works, the law permits the year to be omitted from the notice. See our Circular 3 for further details.
- For "new versions" of previously published or copyrighted works, the notice is not usually required to include more than the year of first publication of the new version itself. This is explained further under "New Versions," below.

The year in the notice will usually (though not always) indicate when the copyright started. It is therefore significant in determining whether a copyright is still in effect; or, if the copyright has not yet run its course, the year date will help in deciding when the copyright is scheduled to expire. For further information about the duration of copyright, ask for our Circular R15a.

In evaluating the meaning of the date in a notice, you should keep the following points in mind:

Works First Published or Copyrighted Before September 19, 1906: With very few exceptions,* the U.S. copyright in any work published or copyrighted before September 19, 1906, has now expired by operation of law, and the work has permanently fallen into the public domain in the United States.

Works First Published or Copyrighted Between September 19, 1906, and December 31, 1949, but Not Renewed: If a work was first published or copyrighted between September 19, 1906, and December 31, 1949, it is important to determine whether the copyright was renewed during the last (28th) year of the first term of the copyright. This can be done by searching the Copyright Office records or catalogs, as explained below. If no renewal registration was made, copyright protection expired permanently on the 28th anniversary of the date it was first secured.

Works First Published or Copyrighted Between September 19, 1906, and December 31, 1949, and Registered for Renewal: Where a valid renewal registration has been made and copyright in the work is in its second term on December 31, 1977, the copyright term has been automatically extended under the new Copyright Act. In these cases, copyright will now last for a total of 75 years from the end of the year in which copyright was originally secured. Example: Copyright in a work first published in 1917, and renewed in 1945, is scheduled to expire on December 31, 1992.

Works First Published or Copyrighted Between January 1, 1950, and December 31, 1977: Where a work is in its first term on January 1, 1978, it will still need to be renewed to secure the maximum term of

* An Act of Congress, Private Law 92-60, effective December 15, 1971, provides that, subject to certain conditions, copyright is "granted to the trustees under the will of Mary Baker Eddy, their successors, and assigns, in the work 'Science and Health with Key to the Scriptures' (entitled also in some editions 'Science and Health' or 'Science and Health; with a Key to the Scriptures'), by Mary Baker Eddy, including all editions thereof in English and translation heretofore published, or hereafter published by or on behalf of said trustees, their successors or assigns, for a term of 75 years from the effective date of this Act or from the date of first publication, whichever is later."

copyright. If renewal registration is made at the proper time, copyright will endure for 75 years from the end of the year copyright was originally secured. If not renewed, the copyright will expire at the end of its 28th calendar year.

Unpublished, Unregistered Works: Before 1978, if a work has neither been "published" in the legal sense nor registered in the Copyright Office, it has been subject to perpetual protection under the common law. On January 1, 1978, the new Federal copyright statute will automatically take over protection for all works of this kind. The duration of these new Federal copyrights will vary, but none of them will expire before December 31, 2002.

New Versions

In examining a copy (or a record or tape) for copyright information, it is important to determine whether the particular version of the work embodied in it is the original edition of the work or is a "new version." New versions include musical arrangements, adaptations, revised or newly edited editions, translations, dramatizations, abridgments, compilations, and works republished with new matter added. The law provides that new versions are independently copyrightable as "new works," but copyright in a new version does not affect or extend the protection, if any, for the underlying work. Courts have also held that the notice of copyright on a "new version" ordinarily need not include the dates or other information pertaining to the earlier works incorporated in it.

Thus, if the copy (or the record or tape) embodies a "new version" of the work, these points should be kept in mind:

- The date in the copyright notice is not necessarily an indication of when copyright in all of the material in the work will expire. Some of the material may already be in the public domain, and some parts of the work may expire sooner than others.
- Even if some of the material in the "new version" is in the public domain and free for use, this does not mean that the "new" material added to it can be used without permission from the owner of copyright in the "new version." It may be neces-

sary to compare editions to determine what is free to use and what is not.

- Ownership of rights in the material included in a "new version" may differ, and permission obtained from the owner of certain parts of the work may not authorize the use of other parts.

The Name in the Copyright Notice

Under the copyright statute before 1978 the notice is required to include "the name of the copyright proprietor." The name in the notice (sometimes in combination with other statements on the copy, record, or tape) often gives persons wishing to use the work the information needed to identify the owner from whom licenses or permission can be sought. In other cases, the name provides a starting point for a search in the Copyright Office records or catalogs, as explained below.

Copyright registration for published works is usually made in the name of the individual person or the entity identified as the copyright owner in the notice. In addition to its records of copyright registration, the Copyright Office maintains extensive records of assignments, exclusive licenses, and other documents dealing with copyright ownership.

WORKS FIRST PUBLISHED BEFORE 1978: AD INTERIM COPYRIGHT

Ad interim copyright is a special short-term copyright that applies to certain books and periodicals in the English language, first manufactured and published outside the United States. It is a partial exception to the manufacturing requirements of the U.S. copyright law. Its purpose is to secure temporary U.S. protection for a work, pending the manufacture of an edition in the United States. The ad interim requirements have changed a number of times over the years, and are subject to a number of exceptions and qualifications.

The new Copyright Act retains certain manufacturing provisions until 1982, but does away with ad

interim registration as a requirement of copyright protection for works first published between June 30 and December 31, 1977, and does away with ad interim copyright entirely for works first published after December 31, 1977. However, anyone investigating the copyright status of an English-language book or periodical, first published outside the United States before 1978, should check carefully to determine:

- whether the manufacturing requirements were applicable to the work; and
- if so, whether the ad interim requirements were met.

HOW TO GO ABOUT SEARCHING COPYRIGHT OFFICE CATALOGS AND RECORDS

Catalog of Copyright Entries

The Copyright Office publishes the **Catalog of Copyright Entries**, which is divided into parts according to the classes of works registered (for example: "Books," "Music," "Motion Pictures," "Sound Recordings," etc.). Each part of the printed **Catalog** is issued regularly in book form, and covers all registrations and renewals made for that class during a particular period.

A number of libraries throughout the United States maintain files of the **Catalog**, and this may provide a good starting point if you wish to make a search yourself. There are some cases, however, in which a search of the printed **Catalog** alone will not be sufficient to provide the needed information. For example:

- Since the **Catalog** does not include entries for assignments or other recorded documents, it cannot be used for searches involving the ownership of rights.
- There is usually a time lag of a year or more before the part of the **Catalog** covering a particular registration is published.

- The **Catalog** entry contains the essential facts concerning a registration, but it is not a verbatim transcript of the registration record.

Individual Searches of Copyright Records

The Copyright Office is currently located in Building 2, Crystal Mall, 1921 Jefferson Davis Highway, Arlington, Virginia.

The records of the Copyright Office are open to public inspection and searching from 8 a.m. to 4 p.m. Monday through Friday (except legal holidays). The various records freely available to the public include an extensive card catalog, record books, and microfilm records of assignments and related documents. Other records, including correspondence files and deposit copies, may be inspected upon request.

If you wish to do your own searching in the Copyright Office, you will be given assistance in locating the records you need and in learning searching procedures. However, if the Copyright Office actually makes the search for you, it will be required to charge a fee.

SEARCHING BY THE COPYRIGHT OFFICE

In General

Upon request, the Copyright Office can make a search of its records at the statutory rate of \$5 (\$10 after January 1, 1978) for each hour or fraction of an hour consumed. If you will provide the Office with as much information as possible to assist in making the search, we will first send you an estimate of the total search fee. If you decide to have the Office make the search, you should remit the estimated amount with your request. The Office will then proceed with the search and send you a typewritten report, together with a refund of any overpayment. Search reports can be certified on request, for an extra fee of \$3 (\$4 after January 1, 1978).

Your request, and any other correspondence, should be addressed to: **Copyright Office, Library of Congress, Washington, D.C. 20559.**

Information Needed

The more detailed information you can furnish with your request, the less time-consuming and expensive the search will be. Please provide as much of the following information as possible:

- The title of the work, with any possible variants;
- The names of the authors, including possible pseudonyms;
- The name of the probable copyright owner, which may be the publisher or producer;
- The approximate year date when the work was published or registered;
- The type of work involved (book, play, musical composition, sound recording, photograph, etc.);
- For a work originally published as a part of a periodical or collection, the title of that publication and any other information, such as the volume or issue number, to help identify it;
- The registration number or any other copyright data.

Searches Involving Assignments and Other Documents Affecting Copyright Ownership

The Copyright Office can also, for the standard hourly search fee, search its indexes covering the records of assignments and other recorded documents concerning ownership of copyrights. The reports of searches in these cases will state the facts shown in the Office's indexes of the recorded documents, but without any interpretation of the content of the documents or their legal effect.

NOTE: Unless your request specifies otherwise, Copyright Office searches are limited to the records pertaining to registrations, including renewals. If you want the Office to search and report on the records of assignments and other recorded documents concerning copyright ownership, or any other special records such as notices of use, please make this clear in your request.

Limitations on Searches

In determining whether or not to have a search made, you should keep the following points in mind:

No Special Lists. The Copyright Office does not maintain any listings of works by subject, and it keeps no lists of works that are in the public domain.

Contributions. Individual works, such as stories, poems, articles, or musical compositions, that were published as contributions to a copyrighted periodical or collection, are usually not listed separately by title in our records.

No Comparisons. The Copyright Office does not search or compare copies of works to determine questions of possible infringement or to determine how much two or more versions of a work have in common.

Titles and Names Not Copyrightable. Copyright does not cover names and titles, and our records list many different works identified by the same or similar titles. Thus, a search of the Copyright Office records may be of little or no value in determining whether a name or title is capable of protection or free for use. Questions of trademark protection are handled by the Patent and Trademark Office, and possible protection of names and titles under common law principles of unfair competition is a question of state law.

No Legal Advice. The Copyright Office cannot express any opinion as to the legal significance or effect of the facts included in a search report.

SOME FINAL WORDS OF CAUTION

Searches Not Always Conclusive

Searches of the Copyright Office catalogs and records are useful in helping to determine the copyright status of a work, but they cannot be regarded as conclusive in all cases. The complete absence of any information about a work in the Office records does not necessarily mean that the work is

unprotected. The following are examples of cases where, under the law before 1978, information about a particular work in the Copyright Office may be incomplete or lacking entirely:

- The work may be "unpublished," in the technical copyright sense, and thus protected at common law without the need for registration.
- The work may be a foreign work which has secured U.S. copyright through the Universal Copyright Convention (the UCC) and is therefore exempt from the registration and deposit requirements of the U.S. copyright law. For more information about the UCC, ask for Circular 38.
- Registration may have been delayed, and a delay would ordinarily have no effect on copyright protection.
- Since searches are ordinarily limited to registrations that have already been cataloged, a search

report may not cover recent registrations for which catalog cards are not yet available.

- The information in the search request may not have been complete or specific enough to identify the work.
- The work may have been copyrighted under a different title or as part of a larger work.

Protection in Foreign Countries

Even if you conclude that a work is in the public domain in the United States, this does not necessarily mean that you are free to use it in other countries. Every nation has its own laws governing the length and scope of copyright protection, and these are applicable to uses of the work within the nation's borders. Thus, the expiration or loss of copyright protection in the United States may still leave the work fully protected against unauthorized use in other countries.

Copyright Office • Library of Congress • Washington, D.C. 20559

Copyright for books, designs and other works

Mr. Johnston trained as a designer and technologist and worked as a designer, manager and director in the textile industry before joining the Design Council. He retired in 1975 and the Council published this week his book, "Design Protection" (£5), which gives a wide ranging introduction to the subject.

COPYRIGHT law in Britain has a long history—back to 1709 in the reign of Queen Anne. Its justification is simple. Plagiarism is a form of stealing—the purloining of the works of another, the taking as one's own of the product resulting from the labour and skill of another. Copyright gives protection against this. It applies immediately, automatically, without employment of lawyers or other specialists, without cost or fuss. And, thanks to international co-operation, it applies just as immediately and almost as automatically in most countries of the world.

The justification for this protection is that if a worker creates something he is entitled to proper recompense for the skill and labour he has expended on it. Copyright law gives protection to the result of a person's creative work—the intellectual outcome of the skill, the labour, the thought and the experience that the author or the artist put into the project.

Protection against copying

The law does not entitle him to rights in the ideas he has expressed in the book he has written, the picture he has painted or the piece of music he has composed. What the law gives protection against is the copying by others of his actual work—the use of his particular form of words, the copying of the particular picture or the particular piece of music, in a material way.

And, of course, there is more to it than protection for the individual against the plagiarist. The public good comes into it. Society needs creative people and their works if the quality of life is to be maintained or, one hopes, improved. If the works of creative people were to be seen simply as fair game for the copyist the resultant discouragement for originators would lead to loss for everyone. The same consideration for the public

interest explains why protection stops short at the actual works and does not extend to ideas. Ideas should be free. Others should be able to exploit them in their own way. It is the work resulting from the labour and skill of the author that should be, and is, protected.

There are, however, two requirements before copyright can be

by
Dan Johnston
author of
"Design Protection"

claimed. The first is easily stated—that the work must itself be original—not a copy of something else. The second requirement is more difficult—that enough labour and skill must have been devoted to it to constitute it as a work. There is no simple definition as to what is enough, but merit is only seen as a test in certain areas of artistic works—architecture and "works of artistic craftsmanship". A novel need not be a good novel, and the same applies to drawings, paintings and photographs. In these instances copyright applies "irrespective of artistic merit".

No monopoly rights

The nature of copyright protection is limited as compared, for example, with the protection afforded by patent law. A patentee has monopoly rights for a period of years. Copyright does not give monopoly rights. It only gives protection against copying. It is quite possible for two people to produce virtually identical works by coincidence. The second person to produce his work may not have known anything about the other. In such a case neither would be a copyist. Neither could prevent the other from publishing his work. Both would have copyright and both could prevent others from copying their work.

The most important international treaty on the subject is the Berne Copyright Convention of 1886. The 66 member states, including the U.K., agree to give the same protection to the work of the national of other

member countries as they give to their own; they agree that the protection given will "not be conditional upon the compliance with any formality"; and, with certain limitations, that the protection given will be independent of the protection in the country of origin.

The term of protection afforded by copyright varies. For literary, dramatic or musical works the author's copyright in Britain and in most other countries is for life plus 50 years from the author's death or 50 years from the date of publication, whichever is the later. In Germany the number of years is 70 instead of our 50. Photographs are specifically included in the 1956 Act as artistic works but the term of protection is different—50 years from the date of publication. If not published, copyright is in perpetuity.

Creator as employee

Engravings and similar works of art such as woodcuts which were always intended for publication, unlike most paintings, are protected for 50 years from the death of the artist or from the date of publication whichever is the later. In all these cases, if the writer, composer, artist or photographer creates the work as the employee of someone else, his rights as author will be vested in his employer.

From the publisher's point of view the bulk of his work relative to copyright consists of organising the necessary agreements. There is the author's contract with many variants. The assignment of licence may be restricted as to the countries in which the book may be sold, the method of sale, the type of book, reprint and translation rights, film rights and so on.

Photographs

Then there are permissions regarding quotations and contracts of assignment or licence for the reproduction of photographs or other illustrations. The ownership of the copyright on photographs usually lies with the ownership of the negative but commissioning can complicate this. The Copyright Act says that "the author of a photograph is the owner of the material on which it



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Copyright Conventions

The Universal Copyright Convention was sponsored by UNESCO in 1952. It states that 'Each signatory country extends to foreign works covered by UCC the same protection which such country extends to works of its own nationals published within its own borders'.

The Berne Convention is a system of international copyright which is maintained among countries which have become signatories to the International Copyright Union for the Protection of Literary and Artistic Works. This Union plan, which was first agreed upon at Berne, Switzerland, in 1888, has been subject to revisions every 20 years. The basic principle of the agreement is that any work properly copyrighted in its country of origin has protection in every Union country. Any work originating in a non-Union country, if it is simultaneously published in a Union country has the same

standing as it would if it had originated in a Union country. Since different countries have different relationships under one or more of the revisions (Paris, 1896; Berlin, 1908; Rome, 1928; Brussels, 1948; and Stockholm, 1968), persons interested in obtaining information, including application of the various provisions to territorial areas, should consult the Bureau de l'union internationale pour la protection des oeuvres littéraires et artistiques, 32 chemin des Colombettes, Geneva, Switzerland.

The Florence Agreement, also known as the 'free flow of books', is a UNESCO-sponsored international agreement aimed at easing the flow of books and other scientific, educational and cultural materials, through the elimination or reduction of tariffs and other barriers.

The Buenos Aires Convention: In most

Latin-American countries, compliance with the copyright law of the country of first publication protects the work in other countries of the Buenos Aires Convention, 1910. To secure copyright, each work must carry a notice to the effect that any use of the book or article will not be permitted without the consent of the copyright owner, and that copyright is reserved in English or any other language; for complete safety it is advised to add 'All rights reserved'. A later revision of the Buenos Aires Convention was made at the Washington Conference (Pan-American Copyright Convention) of 1946 which goes into greater detail than the Buenos Aires Convention. This Convention has been ratified by Argentina, Bolivia, Brazil, Chile, Costa Rica, Cuba, Dominican Republic, Ecuador, Guatemala, Haiti, Honduras, Mexico, Nicaragua and Paraguay.

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Copyright © 1911

maximum of 56 years (28 years, plus the right of renewal for another 28 years) to the lifetime of the author plus 50 years. Besides the benefits of the longer term to authors and their heirs (and also to publishers), this change has two secondary benefits: It matches the terms of copyright in most of the other major publishing countries of the world, and thus brings the U.S. law into conformity with international standards; and it causes all of an author's work to fall into the public domain at the same time, thus doing away with the problem of determining dates of original publication.

The new law also protects the author's right to recapture publishing rights in a work that has been licensed to and copyrighted by a publisher. Under the old law, this right reverted to the author at the end of the first 28-year period of copyright because the author had the right of renewal for the second 28-year period unless this right had been specifically assigned on first publication. Under the new law, an author who grants his publisher the right to publish a work for the full term of life plus 50 years can terminate the publishing contract at the end of 40 years from its date or 35 years from the date of publication, whichever is earlier. This provision is properly designed to compensate authors for the right they lost under the renewal arrangement, but it is ambiguous as to its application to works that are already in their renewal terms.

Another important point was won for both authors and publishers on the question of legislating "fair use" of copyrighted materials. The old law was silent on the matter, and several earlier efforts to enact a workable amendment covering generally accepted limitations on the author's exclusive right of reprint had failed. In these circumstances, a widely applied doctrine of fair use had evolved judicially through a large, wide-ranging body of case law, and questions had to be settled by the courts in each instance of legal challenge. Naturally, many users of copyrighted materials, including educators, scholars, researchers, librarians, and operators of mechanized information systems, were unhappy with this situation, and they demanded that the new law be explicit on the subject. These demands were opposed by publishers and others who had practical and professional knowledge of the problem, including lawyers and legislators.

They were convinced that fair use is susceptible to neither exact definition nor workable legislation. In the end, by way of compromise between the two views, the new law explicitly recognized the principle of fair use and stated four criteria as guidance to the courts in deciding cases based on the question. Thus copyright proprietors successfully avoided what would have been, to them, a simplistic and harmful solution of a very critical problem.

Still another important gain to authors and publishers—and to book buyers as well—is the provision for the elimination of the so-called manufacturing clause from the copyright law. This clause was first introduced into the U.S. law in the 1890s as a form of protection for the U.S. printing industry. It specified that no book by an American author could be manufactured abroad and imported into the United States in more than a limited number of copies without the loss of copyright protection. In earlier years, the limit was 1,000 copies; in more recent years, it was 1,500 copies. This law has long been opposed in publishing circles on the principle that copyright was being used as an instrument of foreign trade regulation, but the U.S. printing industry and the printing trades unions were strong enough to block all attempts at its repeal. However, the new law liberalizes the restrictions on book manufacturing abroad for the period January 1, 1978, to July 1, 1982. In this period, 2,000 copies of a foreign-manufactured book may be imported, and copyright is not lost if that number is exceeded. (The copyright owner loses protection only against an infringer of publishing rights.) At the end of this interim period, all manufacturing restrictions will end entirely. This long-overdue event will bring lower costs and prices for several kinds of books, but the benefits will not be as great as they might have been ten or twenty years ago. Alas, book-manufacturing costs in many foreign countries (Japan, Holland, Germany, Italy, and the United Kingdom) are now almost as high as they are in the United States.

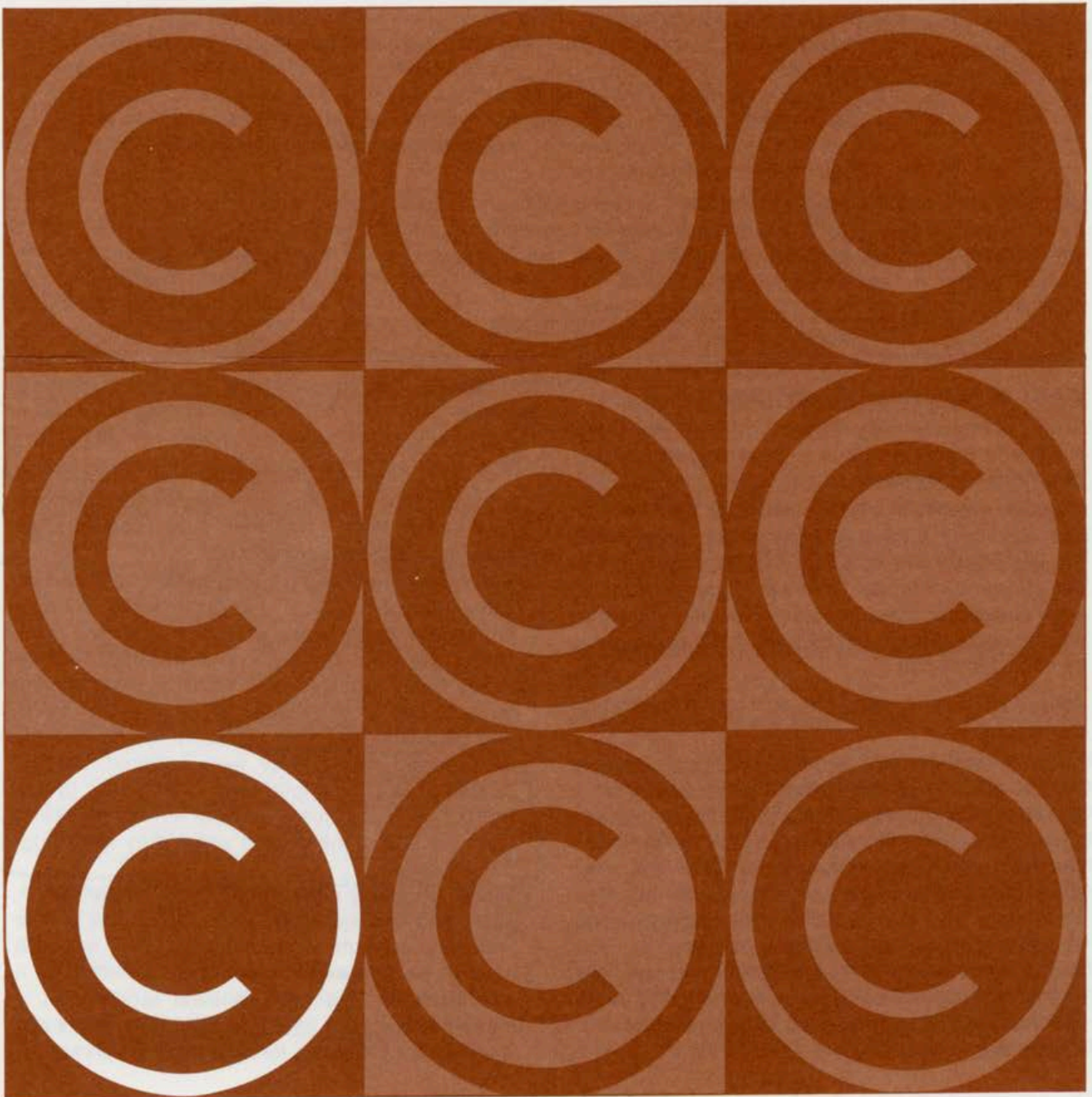
It is more difficult to assess the losses suffered by authors and publishers in the prolonged and tortuous legislative process that produced the act of 1976. Some of them are so philosophical and subtle in nature that they can only be taken collectively as a general dilution of the principle of copyright protection. For ex-

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Circular **R15**

Renewal
of Copyright



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pp 2, 3, 4

Renewal of Copyright

IMPORTANT:

- Under the new copyright statute, works originally copyrighted between January 1, 1950, and December 31, 1977, **must still be renewed** in order to obtain the fullest term of copyright protection allowed by law.
- Most of the renewal provisions of the law in effect before 1978 have been carried over into the new law, but there have been some changes. Among other things:
 - ♦ The second term of copyright is longer;
 - ♦ The renewal time limits and deadlines are different; and
 - ♦ In certain cases a single renewal registration can be made for a group of works by the same author.
- If a copyright originally secured between January 1, 1950, and December 31, 1977, is not renewed at the proper time, copyright protection will expire permanently at the end of the 28th calendar year of the copyright, and cannot be restored later on.

WHAT IS RENEWAL OF COPYRIGHT?

The Renewal System

Under a renewal system, such as the one that has been in effect in the United States since 1790, the law breaks the duration of a copyright up into two consecutive terms. Renewal registration, within strict time limits, is required as a condition of securing the second term and extending the copyright to its maximum length.

Effect of New Copyright Act on Renewal of Copyright

On January 1, 1978, a completely new copyright statute (Title 17 of the United States Code) came into effect in the United States. The new law retains a renewal system, but only for certain works: works that had been copyrighted before 1978 and were still in their first terms on January 1, 1978, the effective date of the new law. For these works—works originally copyrighted between January 1, 1950, and December 31, 1977—the statute provides for a first term of copyright protection lasting for 28 years, with the possibility of renewal for a second term of 47 years.

DURATION OF COPYRIGHT UNDER THE NEW ACT

For purposes of computing the duration of copyright protection, the new law divides copyrighted works into three categories, depending on when they were originally copyrighted:

- **Works originally copyrighted before 1950 and renewed before 1978:** These older works have automatically been given a longer copyright term. Under the new statute, copyrights that had already been renewed and were in their second term at any time between December 31, 1976, and December 31, 1977, inclusive, do not need to be renewed again. They were automatically extended to last for a total term of 75 years (a first term of 28 years plus a renewal term of 47 years) from the end of the year in which they were originally secured.
- **Works originally copyrighted between January 1, 1950, and December 31, 1977:** Copyrights in their first 28-year term on January 1, 1978, will **still have to be renewed** in order to be protected for a second term. If a valid renewal registration is made at the proper time, the second term will last for 47 years (19 years longer than the 28-year re-

Specialist crisis of now

1953
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1981

new term under the old law). However, if renewal registration is not made within the statutory time limits, a copyright of this sort will expire on December 31st of its 28th year, and protection will be lost permanently.

EXAMPLE: A work copyrighted in 1960 will be eligible for renewal in 1988; if renewed, it will be protected until 2035, but if renewal registration is not made at the proper time, copyright protection will expire permanently at the end of 1988.

Once copyright in a work has been lost, the work enters the public domain and is free for use without permission or payment. Works in the public domain cannot be protected under the new law. The 1976 Act provides no procedure for restoring protection for works in which copyright has been lost for any reason.

• **Works originally copyrighted on or after January 1, 1978:** For works that were copyrighted for the first time after its effective date, the new statute does away with all renewal requirements and establishes a single copyright term and different methods for computing the duration of a copyright. For works that were created (fixed in tangible form for the first time) after January 1, 1978, the basic copyright term will be the life of the author and 50 years after the author's death. For works made for hire, and for certain anonymous and pseudonymous works, the duration of copyright will be 75 years from publication or 100 years from creation, whichever is shorter. For works that had been created before 1978 but had not been published or copyrighted before that date, the duration of copyright will generally be computed in the same way as for new works. The life-plus-50 or 75/100 year terms will apply to them, but the statute contains special provisions giving older works of this sort at least 25 years of federal copyright protection.

For further information about the duration of copyright under the new law, write to the Copyright Office for Circular R15a.

HOW TO REGISTER A RENEWAL CLAIM

Application Form

Application for renewal registration should be filed on Form RE, which is supplied by the Copyright Office on request. It is not necessary to send copies of the copyrighted work with the renewal application.

Renewal Fee

Each renewal application requires a separate registration fee of \$6, which should be made payable to the Register of Copyrights. If several applications are submitted at the same time, a single check or other remittance for the total amount of the registration fees should accompany them.

Original Registration

A renewal claim cannot be registered unless there has already been an original registration for the first 28-year term of copyright in the work. However, as long as the necessary applications, copies, and fees are all received in the Copyright Office before the end of the first term, it is possible to make simultaneous original and renewal registrations.

TIME LIMITS FOR RENEWAL REGISTRATION

Change in Renewal Time Limits

The new statute changes the period during which a copyright is eligible for renewal and the deadline for renewal registration. It provides that, in order to renew a copyright, the renewal application and fee must be received in the Copyright Office "within one year prior to the expiration of the copyright." It also provides that, after January 1, 1978, all terms of copyright will run through the end of the calendar year in which they would otherwise expire. Since all copyright terms will expire on December 31st of their last year under the new law, all periods for renewal registration will run from December 31st of

Renewal of Copyright

the 27th year of the copyright and will end on December 31st of the following year.

EXAMPLE: A work originally copyrighted on April 19, 1957, will be eligible for renewal only between December 31, 1984, and December 31, 1985. A renewal application received between April 19, 1984, and December 30, 1984, will be too early for registration since, even though received within the 28th year of copyright, it will not have been received "within one year prior to the expiration of the original term of copyright," as required by the statute.

How to Compute the Renewal Time Limits

To determine the time limits for renewal in a particular case:

1. First, find out the date of original copyright for the work. (In the case of works originally registered in unpublished form, copyright begins on the date of registration; for published works, copyright begins on the date of first publication.)
2. Then add 28 years to the year the work was originally copyrighted.

Your answer will be the calendar year during which the copyright will be eligible for renewal, and December 31st of that year will be the renewal deadline.

CAUTION: Renewal registration is possible only if an acceptable application and fee are received in the Copyright Office during the renewal period and before the renewal deadline. The Copyright Office has no discretion to extend the renewal time limits.

WHO MAY CLAIM RENEWAL

Renewal copyright may be claimed only by those persons specified in the law. The statutory provisions on this point are essentially the same in the new law as those contained in the law in effect before 1978:

A. The following persons may claim renewal in all types of works except those enumerated in Paragraph B, below:

1. The author, if living, may claim as **the author**.
2. If the author is dead, the widow or widower of the author, or the child or children of the author, or both, may claim as **the widow of the author or the widower of the author and/or the child of the deceased author or the children of the deceased author**.
3. If there is no surviving widow, widower, or child, and the author left a will, the author's executors may claim as **the executors of the author**.
4. If there is no surviving widow, widower, or child, and the author left no will, the next of kin may claim as **the next of kin of the deceased author, there being no will**.

B. Only in the case of the following four types of works may the copyright proprietor (owner of the copyright at the time of renewal registration) claim renewal:

1. Posthumous work (a work as to which no copyright assignment or other contract for exploitation has occurred during the author's lifetime). Renewal may be claimed as **proprietor of copyright in a posthumous work**.
2. Periodical, cyclopedic, or other composite work. Renewal may be claimed as **proprietor of copyright in a composite work**.
3. Work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author. Renewal may be claimed as **proprietor of copyright in a work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author**. (This type of claim is considered appropriate in relatively few cases.)

4. Work copyrighted by an employer for whom such work was made for hire. Renewal may be claimed as **proprietor of copyright in a work made for hire**.

NEW VERSIONS

Copyright in a new version of a previous work (such as an arrangement, translation, dramatization, compilation, or work republished with new matter) covers only the additions, changes, or other new material appearing for the first time in that version. The copyright secured in a new version is independent of any copyright protection in material published or copyrighted earlier, and the only "authors" of a new version are those who contributed copyrightable matter to it. Thus, for renewal purposes, the person who wrote the original version upon which the new work is based cannot be regarded as an "author" of the new version, unless that person also contributed to the new matter.

CONTRIBUTIONS TO PERIODICALS OR OTHER COMPOSITE WORKS

Separate Renewal for a Single Contribution

Separate renewal registration is possible for a work published as a contribution to a periodical, serial, or other composite work, whether the contribution was copyrighted independently or as part of the larger work in which it appeared. Except in the cases described in the next paragraph, each contribution published in a separate issue requires a separate renewal registration.

Renewal for a Group of Contributions

- **Requirements for Group Renewal:** A single renewal registration can be made for a group of periodical contributions if all of the following five statutory conditions are met:

1. All of the works were written by the same au-

thor, who is or was an individual (not an employer for hire);

2. All of the works were first published as contributions to periodicals (including newspapers) and were copyrighted on their first publication;
3. The renewal claimant or claimants, and the basis of the claim or claims, is the same for all of the works;
4. As explained in more detail below, the renewal application and fee are "received not more than 28 or less than 27 years after the 31st day of December of the calendar year in which all of the works were first published"; and
5. The renewal application identifies each work separately, including the periodical containing it and the date of first publication.

- **Time Limits for Group Renewals:** To be renewed as a group, all of the contributions must have been first published during the same calendar year. For example, suppose six contributions by the same author were published on April 1, 1960, July 1, 1960, November 1, 1960, February 1, 1961, July 1, 1961, and March 1, 1962. The three 1960 copyrights can be combined and renewed at any time during 1988, and the two 1961 copyrights can be renewed as a group during 1989, but the 1962 copyright must be renewed by itself, in 1990.

NOTICE OF RENEWAL COPYRIGHT

The Copyright Office is frequently asked whether the notice of copyright should be changed on copies of a work issued during the renewal term. The copyright law is silent on this point, and the continued use of the original form of notice may therefore be considered appropriate. However, a notice which also refers to the fact of renewal might be regarded as more informative and hence preferable; for example:

Copyright 1951 Katherine Mason
Copyright renewed 1979 by Richard Mason

28P1
28P1
12P1



Copyright Office • Library of Congress • Washington, D.C. 20559

AN OVERVIEW OF THE NEW COPYRIGHT LAW

© 1976, Charles H. Lieb

The 1976 omnibus copyright revision act is the fourth comprehensive revision of the copyright law since Congress in 1790 first exercised its constitutional power "to promote the progress of Science and useful Arts by securing for limited times to Authors and Inventors the exclusive Right to their respective writings and discoveries."

The product of an overly long period of gestation, it traces back to the 1961 Report of Abraham Kamenstein, then the Register of Copyrights, and to companion bills introduced in July 1964 by Senator McClellan and by Congressman Celler.

After protracted hearings in both Houses, the House of Representatives passed a revision bill in 1967. The counterpart Senate bill was passed in February 1976. The House with further modifications passed it in September 1976. With most of the differences resolved by the Conference Committee in favor of the House version, the bill was finally approved on September 30, 1976 -- by the Senate by a vote of 75-0, and by a House voice vote, and on October 19, 1976 it was signed into law by the President, effective January 1, 1978.

During the course of the legislative process, copyrights in their renewal term that otherwise would have expired on and after September 19, 1962 were from time to time extended to December 31, 1976; under the transition provisions of the new law, which became effective immediately upon enactment, they are further extended for a total term of 75 years.

During the same period Congress in 1971 created a copyright in new phonorecordings, and in 1974 established the National Commission on New Technological Uses of Copyrighted Works (CONTU) to study the effect of computer usages and machine reproduction on copyright. Unless its life is extended by Congress during the coming session, CONTU will cease to exist on December 31, 1977.

As finally passed the Act is a formidable document. It makes sweeping changes in copyright doctrine in language easy to understand. But it is also replete with complex provisions with respect to library photocopying, cable television, and public broadcasting, and other sections that prescribe procedural requirements in intricate and minute detail.

An Author's Law

The Act is primarily an author's law; its basic purpose, as stated in the legislative reports, is "to insure that authors receive the encouragement they need to create and the remuneration they fairly deserve for their creations." Authors benefit from the act in many ways.

The confusing dual system of "common law copyright" for unpublished works and statutory copyright for published works is eliminated, and in its place the Act establishes a single system of federal statutory copyright from creation. Thus, authors' rights will be enforceable with national uniformity, and the increasingly obscure concept of "publication" will lose much of its importance.

"Creation" under the Act takes place when a work is "fixed" in a copy for the first time. A work is "fixed" when with the authority of the author it is put in a form sufficiently permanent or stable to permit it to be perceived for more than a transitory period. If a work is prepared in different versions, each version is a separate work.

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THE HISTORY OF THE
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Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side of the document.



Term of Copyright

Under the new Act a work "created" on or after January 1, 1978, whether or not published, will be protected by copyright "from its creation." In the case of an individual author, the copyright term will continue for his life and for 50 years after his death. In the case of a work made for hire, i. e., a work written for another by one who is employed or specially commissioned to do so, the term will be 100 years from the year of creation or 75 years from the year of first publication, whichever comes first.

This is in contrast with existing law, under which statutory protection begins on the date of publication (or on the date of registration for unpublished works) and continues for a term of 28 years with a renewal term for an additional 28 years.

No change is made in the first term of copyrights in existence at the time of enactment of the new law, but if renewal is applied for the renewal term will be 47 calendar years, to the end of the 75th calendar year from the original date of copyright. Copyrights in their renewal term at the time of enactment are automatically extended by the new Act to December 31 of the 75th calendar year from the original date of copyright. Thus, in effect, the duration of all existing copyrights in their second term is extended for 19 years. A chart of these transitional provisions appears at the end of this summary.

Under the present law, the renewal section provides that under certain circumstances ownership can revert from the publisher to the author or his specified beneficiaries at the end of 28 years. The new Act, because it discards the concept of copyright renewal, in effect eliminates these reversionary rights. To compensate the author who has licensed his work to a publisher for the loss of these reversionary rights, the new Act gives an author or his representatives a right of "termination." If, for example, an author grants his publisher the right to publish his work for the full term of copyright, i. e., for the author's life and for 50 years thereafter, the author or those standing in his place can exercise the termination right effective at any time during the five-year period beginning at the end of 40 years from the date of the publishing contract or 35 years from the date of publication, whichever is earlier. Termination requires at least two years prior written notice.

In the case of a renewal copyright, the term of which was automatically extended by the new law for 19 years, the termination right can be exercised effective at any time during the five-year period beginning at the end of 56 years from the original date of copyright, or during the five-year period beginning on January 1, 1978, whichever is later.

Thus in the case of a copyright obtained on June 1, 1947, renewed in 1975 until June 1, 2003, and now extended to December 31, 2022, the right of termination may be exercised effective at any time during the five-year period beginning January 1, 2003. Consider, on the other hand, a copyright obtained on June 1, 1916, renewed in 1944 until December 31, 1972, extended by the interim extensions to December 31, 1976, and now automatically extended to December 31, 1991. In this case, 56 years from the original date of copyright having expired, the right to terminate could be exercised effective on a date falling within the five-year period commencing January 1, 1978. Because of the two-year notice requirement, however, it would appear that termination in any event could not be effective prior to October 19, 1978, two years after the date of enactment.

Transitional Provisions

Copyrights existing in first term	Extended to	When to be renewed	Renewal term
<u>Expiring</u> 1976 or 1977	no extension	as at present (during 28th year)	47 calendar years (to end of 75th calendar year from original copyright date)
1978	12/31/78	either: (1) as above, or (2) on or before 12/31/78	same as above
1979 and thereafter	December 31 of 28th year	December 31 of 28th year	same as above

Copyrights existing in renewal term	Automatically extended to
<u>Expiring</u> December 31, 1976 (all renewal terms expiring on or after September 19, 1962 extended under interim extension bills to December 31, 1976)	December 31 of 75th calendar year from original copyright date
1977 and thereafter	December 31 of 75th calendar year from original copyright date

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Renewal of Copyright

IMPORTANT:

- Under the new copyright statute, works originally copyrighted between January 1, 1950, and December 31, 1977, **must still be renewed** in order to obtain the fullest term of copyright protection allowed by law.
- Most of the renewal provisions of the law in effect before 1978 have been carried over into the new law, but there have been some changes. Among other things:
 - The second term of copyright is longer;
 - The renewal time limits and deadlines are different; and
 - In certain cases a single renewal registration can be made for a group of works by the same author.
- If a copyright originally secured between January 1, 1950, and December 31, 1977, is not renewed at the proper time, copyright protection will expire permanently at the end of the 28th calendar year of the copyright, and cannot be restored later on.

WHAT IS RENEWAL OF COPYRIGHT?

The Renewal System

Under a renewal system, such as the one that has been in effect in the United States since 1790, the law breaks the duration of a copyright up into two consecutive terms. Renewal registration, within strict time limits, is required as a condition of securing the second term and extending the copyright to its maximum length.

Effect of New Copyright Act on Renewal of Copyright

On January 1, 1978, a completely new copyright statute (Title 17 of the United States Code) came into effect in the United States. The new law retains a renewal system, but only for certain works: works that had been copyrighted before 1978 and were still in their first terms on January 1, 1978, the effective date of the new law. For these works—works originally copyrighted between January 1, 1950, and December 31, 1977—the statute provides for a first term of copyright protection lasting for 28 years, with the possibility of renewal for a second term of 47 years.

DURATION OF COPYRIGHT UNDER THE NEW ACT

For purposes of computing the duration of copyright protection, the new law divides copyrighted works into three categories, depending on when they were originally copyrighted:

- **Works originally copyrighted before 1950 and renewed before 1978:** These older works have automatically been given a longer copyright term. Under the new statute, copyrights that had already been renewed and were in their second term at any time between December 31, 1976, and December 31, 1977, inclusive, do not need to be renewed again. They were automatically extended to last for a total term of 75 years (a first term of 28 years plus a renewal term of 47 years) from the end of the year in which they were originally secured.
- **Works originally copyrighted between January 1, 1950, and December 31, 1977:** Copyrights in their first 28-year term on January 1, 1978, will **still have to be renewed** in order to be protected for a second term. If a valid renewal registration is made at the proper time, the second term will last for 47 years (19 years longer than the 28-year re-

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newal term under the old law). However, if renewal registration is not made within the statutory time limits, a copyright of this sort will expire on December 31st of its 28th year, and protection will be lost permanently.

EXAMPLE: A work copyrighted in 1960 will be eligible for renewal in 1988; if renewed, it will be protected until 2035, but if renewal registration is not made at the proper time, copyright protection will expire permanently at the end of 1988.

Once copyright in a work has been lost, the work enters the public domain and is free for use without permission or payment. Works in the public domain cannot be protected under the new law. The 1976 Act provides no procedure for restoring protection for works in which copyright has been lost for any reason.

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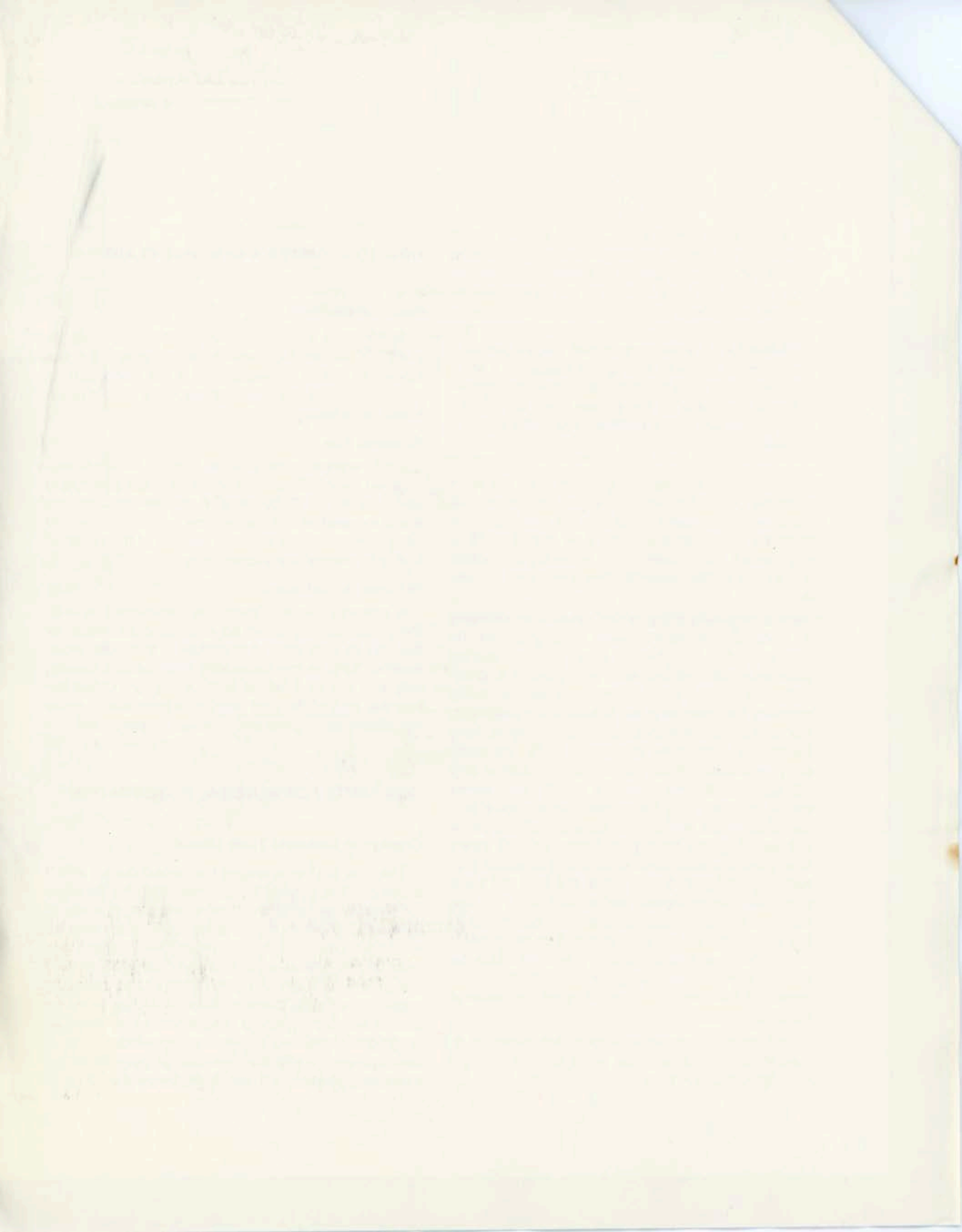
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the 27th year of the copyright and will end on December 31st of the following year.

EXAMPLE: A work originally copyrighted on April 19, 1957, will be eligible for renewal only between December 31, 1984, and December 31, 1985. A renewal application received between April 19, 1984, and December 30, 1984, will be too early for registration since, even though received within the 28th year of copyright, it will not have been received "within one year prior to the expiration of the original term of copyright," as required by the statute.

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To determine the time limits for renewal in a particular case:

1. First, find out the date of original copyright for the work. (In the case of works originally registered in unpublished form, copyright begins on the date of registration; for published works, copyright begins on the date of first publication.)
2. Then add 28 years to the year the work was originally copyrighted.

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CAUTION: Renewal registration is possible only if an acceptable application and fee are **received** in the Copyright Office during the renewal period and before the renewal deadline. The Copyright Office has no discretion to extend the renewal time limits.

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WHO MAY CLAIM RENEWAL

Renewal copyright may be claimed only by those persons specified in the law. The statutory provisions on this point are essentially the same in the new law as those contained in the law in effect before 1978:

A. The following persons may claim renewal in all types of works except those enumerated in Paragraph B, below:

1. The author, if living, may claim as **the author**.
2. If the author is dead, the widow or widower of the author, or the child or children of the author, or both, may claim as **the widow of the author or the widower of the author and/or the child of the deceased author or the children of the deceased author**.
3. If there is no surviving widow, widower, or child, and the author left a will, the author's executors may claim as **the executors of the author**.
4. If there is no surviving widow, widower, or child, and the author left no will, the next of kin may claim as **the next of kin of the deceased author, there being no will**.

B. Only in the case of the following four types of works may the copyright proprietor (owner of the copyright at the time of renewal registration) claim renewal:

1. Posthumous work (a work as to which no copyright assignment or other contract for exploitation has occurred during the author's lifetime). Renewal may be claimed as **proprietor of copyright in a posthumous work**.
2. Periodical, cyclopedic, or other composite work. Renewal may be claimed as **proprietor of copyright in a composite work**.
3. Work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author. Renewal may be claimed as **proprietor of copyright in a work copyrighted by a corporate body otherwise than as assignee of licensee of the individual author**. (This type of claim is considered appropriate in relatively few cases.)

2000

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author details the various methods used to collect and analyze the data. This includes both manual and automated processes. The goal is to ensure that the information is both reliable and up-to-date.

The third part of the document focuses on the results of the analysis. It shows a clear upward trend in the data over the period covered. This indicates that the current strategy is effective and that there is significant potential for further growth.

Finally, the document concludes with a series of recommendations for future action. These include continuing to invest in research and development, as well as expanding into new markets. The author believes that these steps are essential for long-term success.

The second part of the document provides a detailed breakdown of the financial data. It includes a table showing the monthly revenue and expenses over the last year. This allows for a clear comparison of performance against the budget.

The table below summarizes the key financial metrics:

Month	Revenue	Expenses	Profit
Jan	1200	800	400
Feb	1300	900	400
Mar	1400	1000	400
Apr	1500	1100	400
May	1600	1200	400
Jun	1700	1300	400
Jul	1800	1400	400
Aug	1900	1500	400
Sep	2000	1600	400
Oct	2100	1700	400
Nov	2200	1800	400
Dec	2300	1900	400
Total	20000	14000	6000

The data shows a consistent increase in revenue each month, while expenses remain relatively stable. This results in a steady profit margin throughout the year.

The final section of the document discusses the overall outlook for the business. The author is optimistic about the future and believes that the current trajectory is positive. However, it is important to remain vigilant and adapt to any changes in the market.