

## The John Clare Copyright: 1820-2000

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Unbounded freedom ruled the wandering scene  
Nor fence of ownership crept in between  
(Clare, "The Mores", 7-8)

... the selling of the copy right was all fudge ...  
(Clare, *Letters*, 472)

In July, 1999, my selection of John Clare's love poetry was published by M&C Services of Bangkok. I had lightly punctuated and regularised the poetry. The small print-run of 650 copies, a slim 116 pages, was intended to make Clare as accessible and readable as possible. Four months later, my publisher and I received letters from a legal firm called Harbottle and Lewis of Hanover Square, London. In both versions of the letter, the solicitors claim that the edition infringed "the copyrights which are owned by Professor Eric Robinson in those works written by John Clare which were not published during his lifetime." The letter claims that "Professor Robinson is entitled to damages together with an undertaking that you will not infringe, in the future, the copyrights that he holds. . . In the event that such a response is not received, our client will have no option but to consider immediate legal proceedings against you." This essay attempts to explain the extraordinary situation in which an English editor and Thai publisher now face the prospect of legal action from an American academic, for publishing the poems of an English poet, who died 136 years ago, and whose manuscripts are mostly held in English public institutions. I offer an account of the history of the ownership of John Clare's work, and conclude by explaining my own and my publisher's current involvement.

After the success of Clare's *Poems Descriptive of Rural Life and Scenery* in 1820, published by John Taylor and James Hessey, the poet offered to bind himself to his publishers for all future publications, essentially giving them a permanent and exclusive copyright to his works. He wrote:

... if agreeable to you it is to me to put all together published & unpublished in the same agreement on the same principle—that JC is to receive one half of the profits arising from the sale of the poems alr[eady] published & from any that he may publish after & that no other persons then T[aylor and] H[essey] has any right to the publishing or copy right what ever &c&c' you see by this that I am ready to do by consent what D[rury] put on me by force. . . (December 18, 1820, *Letters*, 120-1)

Edward Drury, a Stamford bookseller, was one of several businessmen competing to publish Clare in 1819. Drury's familial connection with the London-based Taylor was the route by which Clare achieved his early success with the Taylor and

Hessey publishing partnership. Clare's main motivation for wanting Taylor and Hessey to own his copyright was to protect himself from the entrepreneurial machinations of businessmen like Drury. Taylor replied:

With the heartiest Thanks my dear Johnny for the Confidence you so freely bestow on your Publishers we cannot accept your proposal of binding yourself to a future Engagement.—I know we cannot be more secure of your Goodwill than we are without such Bond, and should a Difference arise between us, of which I will not believe the possibility, it would be unjust to tie you fast; so let it pass, but assuredly I like you no worse for having made such an offer. (January 1, 1821, *Letters*, 129-130)

Taylor did go on to publish more of Clare's poetry, but he was not Clare's only publisher. Clare, it seems, governed his own copyright in relation to submitting work to journals and periodicals, which he did with frequency throughout the 1820s.

Clare's literary estate concerned the poet and his patrons most in 1824 and 1825, when he wrote and rewrote various versions of his will. Three of Clare's manuscript sketches of gravestones with his own name, and others with the names of Chatterton, Keats and the recently deceased Bloomfield suggest that Clare felt he too was doomed to a tragic early death around this time (*By Himself*, 246; Cherry, 351). The potential value of the rights to his works after his death, and what they might mean to the future security of his children, interested him deeply, and he considered the legal language involved with his characteristic attention to linguistic detail. For example, he discusses a rewrite by the Market Deeping lawyer, Mr. Taylor (unrelated to the publisher), in a journal entry of Friday, October 1, 1824:

Had a new will made as the old one was not right proving nothing that I wishd and every thing contrary—this I dont like I leave C Mossop E.T. Artis and J.A. Hessey Executors and all monies arising from book profits etc in their trust with that in the funds and what ever may be put out to Interest the money in the funds to be drawn out and shard equally among my children when the youngest is 21 I dont understand the expression of it of my 'Sons and daughters and their respected Representatives' and shall have it altered—it was signd by W. Bradford and Taylor (*By Himself*, p. 180)

A month later, in November, 1824, Clare burned the rewritten will. In his journal entry he explains that one of his main concerns is the posthumous copyright to his works:

wrote the out line for another In which I mean to leave every thing both in the copy right and fund money etc etc of all my

Books M.S.S. and property in the power of my family at le[a]st in the trust of those I shall nominate trustees and Lord Radstock is one that I should like to trouble for the purpose (Journal, Friday, November 12, 1824, *By Himself*, 195.)

It was nearly a year before Clare signed a version of his will which satisfied him, and his patrons. The sole extant version of the will can be dated at the earliest to April, 1825, or to a time shortly after. (In a letter of April 3, 1825, Clare's London-based patron Eliza Emmerson asked "To whom have you left your *Inkstand*?" In the will below, the inkstand is promised to Emmerson. Also Clare makes no mention of letters in this version, which suggests it is a rewriting according to Lord Radstock's and Emmerson's requests of early April, as we shall see. See British Library Egerton Manuscript 2247, 1-6 and 10). The will reads:

In the name of God amen, I John Clare of the Parish of Helpstone in the County of Northampton do make this my last Will and Testament. I give to my Sister Sophia Kettle the Sum of £10, and leave the Sum of 4 shillings a week to my Parents both out of the Copy right of my works if in case they make as much money in interest as here specified if not the sum that they shall make is to be applied as above and if they make more the overplus goes to my children. the £16 interest from the 4 per Cents is to be paid to my family as usual and the principal divided amongst the Children at the youngest coming of age tho my wife is to have the benefit of interest not only to bring up the children but so long as she continues unmarried all My Books are to be published on the original terms of half profits to my family I wish Taylor and Hessey to be the Publishers and I further wish that my friend John Taylor should be the Editor of my Remains and that all my writings be submitted to him he was one of the first friends I met and I wish to leave him one of the last I wish my Library to be sold save those books which I shall name as presents the others I entrust to Messrs Taylor and Hessey to be disposed of as they shall judge proper

I give to my friend Eliza Louisa Emmerson my Byron in 4 Vols. 8vo also my writing desk and ink stand I give to Lord Radstock my Picture in water colors painted by W. Hilton as a present to my Father who requests the same to be done (*By Himself*, 247)

It is clear from this version of the will that Clare was devoted to his family, to Taylor, and to his patrons Radstock and Emmerson. An important point to note is that, although Taylor and Hessey are granted rights to publish the "Remains" (interestingly, *The Remains of Robert Bloomfield* was published in 1824), it is not clear who the copyright owners should be, though perhaps the trust placed in Taylor would suggest that he was to be trustee of the literary estate. In this will Taylor effectively functions as both publisher and trustee (for Eliza Emmerson, this clash of roles was to be avoided, as we shall see). The financial gains of the copyright are to be divided equally between family and publisher. Taylor is granted the

protection of the works but not explicitly the copyright to them. However, if the posthumous works were published "on the original terms" of Clare's early publications, then Taylor might have been able to claim some authority over the rights, as a publisher. But Taylor did not publish any of Clare's work after 1827, and, as we have seen, in 1820, he explicitly rejected the offer of a permanent "bond" with the poet. Clare's parents and his wife Martha are to benefit from the "interest" derived from his fund and copyright, but again, they are not clearly granted copyright ownership. But this extant version was not the last rewrite of Clare's will.

In the preceding months leading up to the above rewrite of April or May, 1825, the two patrons mentioned in the final paragraph, Eliza Emmerson and Lord Radstock, had a great deal to say about the will. Sometime early in 1825, Clare gave Radstock a draft to look over. Radstock showed it to Eliza Emmerson in London, and she in turn asked a lawyer friend, a Mr Clutterbuck, who Clare had met when in London in 1824, to consider its legal implications. Clare was happy to have the help. His Journal entry for April 5, 1825, reads: "Received a letter from Lord Radstock and one from Mrs. Emmerson with an offer that Mr Clutterbuck the Attorney will draw up my will if I chuse which opportunity I shall certainly take hold of" (*By Himself*, 221). Perhaps Clare was displeased with Taylor of Market Deeping's versions of the will, and he thought that a London-based lawyer might do a better job. After hearing Clutterbuck's analysis of the will, Radstock and Emmerson were shocked to find that according to Clare's draft their letters to him would be published on his death, without their consent. On April 6, 1825, Radstock demanded that Clare "pack up all my letters carefully in a box and send them to me" (British Library Egerton Manuscript 2247, 11). Clare still had not sent them by July 14, as his Journal records that "his Lordship has made another troublesome request for his letters. . . I cannot hunt them up at present" (*By Himself*, 237).

Emmerson's literary aspirations took her further than Radstock in her demands on Clare; she requested that he insert a new clause:

Did you mean, to include "Emma's" Letters, in the rest of your correspondence to be sold? If so, I must here put my veto against it—as it is my wish, should I be your survivor, to give to the work for the benefit of your family our mutual Letters, published at my expense and under my own name and arrangements (April 3, 1825, British Library Egerton Manuscript 2247, 1-6, Emmerson's emphases).

Emmerson is quite clear here about her self-interest regarding Clare's estate, but, to be fair to her, she is mostly concerned elsewhere with the financial details regarding the future protection of Clare's wife and children. She returned the will to Clare with Clutterbuck's pencilled emendations. Clare did not respond to Emmerson or to Radstock as quickly as they would have liked; by the end of April, Rad-

stock writes of Clare's "long silence" and castigates him for his neglect of Emmerson. But, during May, Clare rewrote his will according to Clutterbuck's and Emmerson's suggestions (and this may well have been the above extant version, although it makes no mention of letters), and posted it to the latter on May 31 (*By Himself*, 232). As we do not have Clare's replies to Emmerson from this period (and from Radstock's account he seems to have written few anyway), it is difficult to tell whether Clare complied with her suggested alterations. But, significant to the passage of copyright, in a letter of June 6, 1825, Emmerson advises Clare against nominating his publishers Taylor and Hessey as executors.

Since early in 1825, Clare had begun to feel frustrated over the drawn out negotiations with Taylor and Hessey over the publication of *The Shepherd's Calendar*. For example, on April 17, Clare wrote bitterly "if I had known the pretending and hypocritical friendship of booksellers. . . I would not have put such large quantities of faith in them" (*By Himself*, 222). Emmerson had similar reservations. In a letter of June 6, 1825, she writes: "Let your affairs be left to the friendly, prudent and *dis*-interested management of Men, who are not connected with bookselling or publishing—such, certainly are Lord Radstock—Mr. E[mmerson] and Mr. A[rtis?]:—these, are sufficient to protect your property, & see duty done by your family" (British Library Egerton Manuscript, 2247, 36). Emmerson suggests that Clare write Taylor and Hessey out of his will. Clare's own frustrations with the partnership may have led him to agree with Emmerson. But we may never be sure. Radstock died in August, 1825, and the grieving Emmersons visited Clare in early September. Just before their arrival, Eliza Emmerson wrote "I have got the 'Will' done, and will bring it down to you" (British Library Egerton Manuscript, 2247, 60).

So by September, 1825, a legally-sound will had been painstakingly drawn up over a year of deliberation, and we can assume that it was witnessed and signed by Clare under the supervision and advice of his most fervent correspondent, Eliza Emmerson, her husband Thomas and the lawyer Mr. Clutterbuck. Clare *may* have written Taylor and Hessey out of his will, but then again, he may have resisted Emmerson's suggestions (as he did elsewhere in his long relationship with her). After all, Clare's loyalties were often ambivalent: in December, 1825, Clare commented to Hessey that Mrs. Emmerson was "rather full of officiousness" (*Letters*, 349). Clare had intermittent problems with all of his patrons, and with all of his publishers. Indeed Clare had ambivalent relationships with all parties involved in advising and administering his fortunes.

But important questions remain. Who were the nominated executors after Radstock's death? Who stood to inherit the manuscripts, and who the copyright? Did Clare take Emmerson's advice, and write Taylor and Hessey out of his will completely? This lack of documentary clarity regard-

ing the will makes an understanding of the legality of what happened after Clare died in 1864 muddy indeed.

In 1829, the Stamford bookseller, Edward Drury, claimed that Clare owed him money from his early investment in promoting the poet; Drury also claimed some ownership to Clare's copyright. Clare was furious and wrote to Drury:

My dear Sir

Having recieved a statement of Accounts from Mr Taylor I was astonished at finding an Item in them of which I had been apprised & *in addition* to the debt you claimed & was paid for it is the following statement "*Paid Mr Clare for copy right per Drury £20*" now you know that I never received a farthing extra from you beyond the debt which you claimed & was paid for & that the selling of the copy right was all fudge which you desired me to accord with merely as you said to prevent Mr Taylor from depriving you of your share as you feared he would do in the end. . . (November 1829, *Letters*, 472, Clare's emphases)

Clare's annual income from his funds was £37 (although he supplemented it with some farm labouring work: *Letters*, 622), so the £20 Drury claimed was enough to terrify the poet. He wrote to Taylor that he was "disgusted" with Drury's "deceptions" and "falshood" (*Letters*, 474-5). In other replies to Drury, which he may not have sent, Clare accused him of "cunning," "subterfuge," and "questionable conduct" (*Letters*, 485-6); but the matter seems to have been awkwardly settled in Clare's favour, and Drury retreated. Clare himself summed up the situation in his private papers: "of the copy right fiction [Drury] was silent and made no reply" (*By Himself*, 249). But Drury's false claim shook the poet, whose financial situation was precarious at the best of times and who, by November, 1829, had a wife and five children with another child on the way (Moyse, 28). It was such entrepreneurial machinations that Clare had foreseen and sought protection from in 1820, when he asked for a permanent bond with Taylor and Hessey.

In the late 1820s and early 1830s, Clare clearly owned the copyright to his unpublished works. His patrons certainly thought so, for, in 1833, when he was negotiating with J. How of Whitaker's about publishing his poetry, Eliza Emmerson suggested he consider selling his copyright (Wilson, 213). The fourth and last volume of Clare's to appear in his lifetime, *The Rural Muse*, was published by Whitaker's in 1835. John Taylor of London was interested in the books as a friend, not as a proprietor. At this time, Taylor *may* have been a trustee to Clare's estate, but he did not own the copyright to Clare's works.

At his death in 1864, Clare had produced over 3,500 poems in manuscript. The total may have been even more. Rumours still circulate about lost bags of manuscripts, sup-

pressed "pornographic" writings, and asylum censorship in the 1840s and 1850s, attesting to the fact that Clare was a remarkably prolific writer, perhaps more than we will ever fully realise. The potential of the unpublished manuscripts would not be realised for quite some time, however. After Clare's death at the Northampton Asylum, John Taylor and Joseph Whitaker discussed what they might do to help Clare's widow, Martha, and her three surviving children, Eliza Louisa, John, and William Parker. (Clare's sister Sophie Kettle, mentioned in his draft will of 1824 above, had died in 1855). To support Martha Clare, Whitaker purchased the "copyright" to Clare's works. The story of the purchase, and an account of the agreement document (which is no longer extant) was told by H.T. Kirby in 1932:

... it was Joseph Whitaker who, in the year mentioned [1864], bought the copyright of all Clare's work from John Taylor (of Taylor & Hessey, Clare's first publishers) in consideration of the sum of £70—the amount to be paid in fourteen half-yearly instalments to the Trustees of the Clare invested moneys for the benefit of the widow.

The array of signatures appearing below the brief contract is singularly interesting. Martha Clare (the widow. . .), signs by mark, and her signature is witnessed by John Clare (son), William P. Clare (son) and Eliza Louisa Sefton, the last-named, presumably, being Clare's daughter Elizabeth, under her married name.

Though short, the agreement (under date August 8th, 1864) is very definite. It reads:—

"In consideration of the Agreement entered into by Mr. Whitaker in this letter and of the payment to us of the further sum of Five pounds we hereby agree to transfer to him all our interest actual and contingent in the copyright of the works published and unpublished of the late John Clare." (Kirby, 1932, 178)

In a letter in the *Times Literary Supplement*, Kirby says that these "few facts are culled from some most valuable Clare documents in the possession of the Whitaker family-papers, which I was generously allowed to see" (Kirby, 1935). According to Kirby, the sale was a private one between Taylor and Whitaker, witnessed by Martha Clare and her three children. If Kirby's account is correct, Whitaker must have believed that Taylor was in possession of the copyright to Clare's published and unpublished works. But was Taylor acting as Clare's trustee, or as his publisher? It would seem logical that Taylor could only claim copyright to those poems he published in the 1820s since, as we have seen, he turned down Clare's offer of a continuing exclusive right to publish his work. Taylor indeed might not have had the copyright to sell at all, or in any capacity. According to Jonathan Bate in an article on Clare's copyright, Taylor's role in the purchase is extremely doubtful: he was dead by the time the document was signed in 1864. Bate writes:

H.T. Kirby, who examined [the document of sale], assumed that it was an agreement between Taylor and Whitaker, witnessed by the Clare family. But it could not have been: it was dated 8 August 1864, some five weeks after Taylor's death. The haziness of Whitaker's own subsequent recollection, "I think I called upon him and made a provisional bargain," suggests that legal formalities were not completed with Taylor. . . The agreement described by Kirby was *not* with Taylor. . . (Bate, 2000)

Bate's startling discovery makes the passage of the copyright seem even less clear than it has appeared up to now. Did Clare's family have the authority to sell Clare's copyright? Or, as Bate suggests, was that authority vested in Clare's trustees, who (after Taylor's death) were Dr. Francis Hessey (the publisher's son) and the Reverend Mossop? If Hessey and Mossop were not signatories to the sale, did his family have sufficient authority to sell anything from Clare's estate? Was the sale to Whitaker legally binding in any sense?

By the beginning of the twentieth century, the majority of Clare's manuscripts were housed in the Northampton Central Library and the Peterborough Museum and Art Gallery, as they are to this day. The route by which these institutions gathered the impressive collections is in part told by John Taylor (of Northampton, not related to Clare's first publisher) in a letter to *The Peterborough Standard* (September 9, 1893):

The collection bought by Mr. Whitaker had been in the market some time, Mr Taylor's desire being to get an annuity for Mrs Clare. . . I do not think Mr Whitaker saw Clare before his death, but after his decease he took an interest in Mrs Clare. He was at considerable expense, besides allowing an annuity till her death. I believe he had the MSS, etc, from Mr Taylor, of London, in consideration of this. . . The curious part of the purchase by Mr Whitaker of the Clare MSS and the sole right to publish anything already printed or unpublished was that I had secured most of the valuable items in his [Clare's] library without the right of publishing. Mr Whitaker held the right of publishing without the materials. For the biography of Clare by Mr Cherry Mr Whitaker's permission was given to me to publish on condition that I acknowledged his copyright.

This John Taylor, who purchased Clare's library and other items including manuscripts, became the first person to be forced to acknowledge the jurisdiction of the copyright to Clare's works. His tone is balanced, but somewhat surprised at the "curious part" of Whitaker's purchase. This Taylor generously passed the Clare items he bought to Northampton Central Library, but not, it was believed, the copyright to those items. Peterborough Museum acquired its collection from Whitaker's for its centenary exhibition of 1893. A year later, as Kelsey Thornton explains, the Museum Society believed itself to be in possession of both manuscripts *and* copyright:

In response to this complexity [of Whitaker's copyright claim], the Peterborough Museum Society obviously got down to some negotiation, because when the annual report was published in 1894, the Centenary Exhibition was recorded thus: 'There was a large gathering of members and friends interested in the Poets [sic] and a gain to the Museum of a great number of MS.S. Books, etc., belonging to "John Clare," together with the absolute right of publication.' Further searches for the relevant correspondence to clear up the fine details of this agreement have drawn a blank. (Thornton, 44)

Though the Peterborough Museum claimed its "absolute right" in 1894, it did not subsequently assert its right regarding any edition transcribed from its manuscripts. Barring a credit in J.L. Cherry's *Life and Remains of John Clare* of 1873 (note, 128), Whitaker's never enforced or made money out of their claim to copyright either. Between 1894 and Kirby's article of 1932, the copyright to Clare's works was forgotten, by both Whitaker's and the Peterborough Museum. Indeed, even Kirby's thorough research did not prompt Whitaker's to enforce their claim, nor Peterborough to question it.

Between 1873 and 1965, scholarly editions of Clare by Norman Gale (1901), Arthur Symons (1908), Edmund Blunden (1920, 1924 and 1931), J.W. and Anne Tibble (1935 and 1951) and Geoffrey Grigson (1949 and 1950) were selected and transcribed from the publicly-owned manuscript collections in Northampton and Peterborough, and were published freely without any would-be copyright holder interfering in any way. To all intents and purposes, by the beginning of the twentieth century, Clare's legacy had become entirely free of any claim to ownership, and the poet's increasing popularity with publishers and editors seemed assured. No editions before 1965 acknowledge any copyright claim by Whitaker's, or by the institutions in Northampton and Peterborough housing the manuscripts. In his 1908 selection, Arthur Symons mentions that the "books issued in [Clare's] lifetime are out of copyright." For his quotation from Cherry's 1873 edition he is "indebted to the kindness of Mr. Cherry himself and to that of Mrs Taylor, of Northampton, to whom the copyright belongs" (Symons, 205). Symons makes no reference to any outside body claiming a general copyright to the unpublished works. Some editors claim their own copyright (e.g. Blunden and Porter, 1920, 4), while others do not mention the word at all (e.g. Gale, 1901).

During an air raid, on the night of December 30, 1941, the Whitaker's building at 12 Warwick Lane, London, was hit by Hitler's bombers (*Bookseller*, January 2, 1940). Tragically, a "trunk full" of Clare's manuscripts and documents, which had been gathering dust in the attic, was lost in the flames and rubble. Probably Clare's final will, together with the documentation regarding the 1864 sale, were destroyed, along with the "Whitaker family papers" referred to by Kirby. The link between Whitaker's and Clare was beginning to slip into obscurity.

But, in July, 1965, Eric Robinson set about reinstating the all but defunct copyright. He reminded Whitaker's that they might have some claim to Clare's works, and clinched the purchase for one pound. The document of sale is carefully worded: Whitaker's sell "all rights whatsoever possessed by the Company in the published and unpublished works of John Clare." David Whitaker informs me that he believes Haddon, his father, director of Whitaker's in 1965, and one of the signatories to the sale, was not sure whether his company actually owned any right at all. Certainly the token value of the sale suggests that Haddon Whitaker did not esteem the company's rights highly, if indeed he valued them at all. Perhaps his doubt explains the lack of specificity of the sale document, which does not identify any particular area of Clare's rights or works. David Whitaker alleges that his father was reluctant to sell to an individual scholar, but did so under gentle pressure from his friend Sir Bruno Brown of Oxford University Press. Oxford University Press has been the main publisher of the Robinson-edited Clare editions since 1966.

The route by which Eric Robinson came to be involved in editing Clare is a story which exists in at least two versions—one published, the other unavailable until now. The source of both versions is the noted Clare scholar Geoffrey Summerfield, who worked on the Clare manuscripts with Robinson from 1961 onwards. Summerfield distributed the unpublished version in a circular letter to all of the contributors to a collection of essays he was editing, called *John Clare in Context* (Cambridge University Press, 1994). In a postscript to the letter Summerfield writes:

I enclose a typescript of part of editorial stuff for the Penguin Clare: if you compare this (true) version with what was published, you will appreciate the kind of leverage that Robinson's [dubious] ownership of the J.C. copyright allowed him to exert! (Summerfield, Summerfield's parenthetical insertions, September, 1990)

The relevant passage from the unpublished "Note on the Text" reads:

In 1961, when I began to transcribe Clare's poems from the manuscripts in Northampton library, I soon realized that, in order to decipher such manuscripts, two pairs of eyes were less fallible than one, and I therefore invited Eric Robinson to collaborate with me. For about ten years, we worked our way through the manuscripts, both at Northampton and Peterborough; for personal reasons, in 1971, when most of the surviving manuscripts had been transcribed, I turned to other tasks (Summerfield, September, 1990)

The equivalent published passage reads as follows:

In 1961, when Eric Robinson and I began to transcribe Clare's poems from the manuscripts in Northampton Library, we realised at once that the undertaking did indeed require two

pairs of eyes. For about four years we worked our way through many of the manuscripts, both at Northampton and Peterborough; for personal reasons, I then turned to other tasks. Eric Robinson, helped by others, continues the work of transcribing and editing John Clare to this day. . . (*Selected Poems*, 23-24).

The substantive differences between the two accounts of Clare transcription are intriguing, and readers may care to speculate about the phrasing of the published version, and why it was, apparently, subject to unilateral factual revision. But it is clear that according to Summerfield, the "leverage" of the copyright was enough to force him to rewrite his own account of his personal scholarly history. Such alleged Orwellian rewriting of history should gravely concern all scholars.

Geoffrey Summerfield died not long after his letter was distributed. His widow Judith Summerfield informs me that he was about to write a piece on the alleged Clare copyright scandal (as he saw it) for a major New York publication. But he died before he was able to begin the article. The recent repackaging of Summerfield's edition as a Penguin Classic adds to the establishment of Clare as a canonical poet, and is a welcome testament to Summerfield's scholarship and devotion to Clare. Unfortunately, it also reprints the 1990 "Note on the Text" which, according to Summerfield, is partly untrue.

Another major editor of Clare's work, Anne Tibble, also died thinking that the copyright problem had been all but overcome. Fortunately for posterity, Tibble was able to publish an account of her dealings over the Clare copyright. If there exist any doubts as to why Clare has been marginal for so long in publishing terms, the following extracts from Tibble's autobiographical study, *Alone*, clarifies the issue, and may also stand as an example of other editors' and other Clare enthusiasts' problems with the copyright. She is a fine writer, and worth quoting at length (entries are not dated, though the period covered here is the mid to late 1970's):

I am determined to publish, not just a reprint of *The Rural Muse*, but Clare's fine manuscript "The Midsummer Cushion," neglected since it was written in the early 1830s. . . (74)

Oh I don't want to enter into a like quarrel with Eric Robinson over "The Midsummer Cushion". Enough people have wrangled over Clare. But Mr Robinson will not agree to our publishing "The Midsummer Cushion". He has written: I will defend my property to the last. . . (84)

The publisher [of "The Midsummer Cushion"], George Stephenson says we must continue to ask Mr Robinson to produce his evidence of possession. . . (84)

But who removed the letter from one of the Clare collections—about the Whitaker claim just before Robinson made it? And I did not tell the custodians—for fear of hideous complexities and because I had no proof. You see—the moment I set foot in the outside world, I run into trouble. (95)

A pile of letters. Robinson has not replied to George Stephenson's final legal challenge in *The Times* to produce his Clare copyright evidence. George, a man of the world yet cautious, decides to serve a legal writ. If then Robinson does not comply, the case will go to the Crown Court. Another dreary wait. (118)

Mr Robinson, through a lawyer, asserts yet once more his copyright claim. George Stephenson feels he has spent as much money as he can afford on the problem. He will reprint *The Rural Muse* of 1835 in which, of course, the copyright belongs to nobody. "The Midsummer Cushion" manuscript must languish more years in Peterborough Museum unpublished. But if Robinson comes to England and really goes ahead with the Clare O.E.T. edition, that will be something achieved. Clare waits too long for a complete edition of his poems. (121)

George Stephenson's solicitor seeks Eric Robinson's village retreat in Northamptonshire to serve the legal writ that will force Robinson to render up the copyright document at last. The writ must be served personally. But Robinson has gone back to America. (153)

From America Eric Robinson agrees to our publishing "The Midsummer Cushion", provided George Stephenson and I do not pursue the matter of legal injunction further: altogether too near compromise for satisfaction. Clare's copyright should by now be free for all time and in all ways. But George Stephenson cannot be expected to provide more money. That careful manuscript, Clare's best book, written nearly a hundred and fifty years ago, will be published early in 1979. (155)

*The Midsummer Cushion* was indeed finally published, and the paperback reprint of 1990 is a testament to the work of Anne Tibble, Kelsey Thornton and George Stephenson, and their determination to see Clare in print in affordable and popular editions. Unfortunately, even in 2000, every time new editors (or highly experienced ones like Tibble for that matter) want to publish Clare, they face exactly the same hurdles as Tibble and Summerfield. Who wants to edit Clare in such circumstances? And what publisher would want to get involved with such lengthy and costly negotiations, even where "permission" is granted?

These questions bring my article to the present day. Eric Robinson's dominance of Clare editing has provided a "textually primitivist" version of Clare. As Hugh Haughton has recently pointed out, there is a palpable need in Clare studies for different editorial methodologies to compete with one another, so that Clare's poetry is made available in a variety of versions and editing styles (Haughton, 1998). Competition between editions and editors would help popularise Clare, as it has other poets of the period. As both Haughton and Jonathan Bate have argued (Bate 1999), the dominance of the "textually primitivist" editions should be fairly and freely challenged by a multiplicity of editing strategies. Haughton's argument encouraged me to edit *Love Poems* in a way that would enable a broader reading than is currently available through the strategies of "textual primitivists." Al-

though I transcribed the poems from the public manuscript collections in Northampton and Peterborough, my publisher and I are threatened with legal action if we do not offer financial damages and vouchsafe that we will not publish Clare again (without due deference to the copyright claim and permission of the copyright holder). My publisher, represented by Michael Gorman, has replied to this legal threat asking for substantiation of the copyright claim, including proper documentary proof that it is legitimate. Although receipt of the reply was acknowledged, no answer has been received, and no proof of copyright ownership of any kind is forthcoming five months later. As far as we are aware, such documentation has never been made available.

It is worth remembering that there is no other case like this one. As David Sutton wrote in "The Copyright Detective," in *Bookseller*, 1999, Clare's is an anomalous "handle with care" case (25). I believe that the copyright claim has no comparable legal precedent, no ethical or practical justification, and has provided no palpable benefit for the furtherance of Clare's work. As Jonathan Griffiths pointed out in April, 2000, the copyright may even contravene Article 10 of the European Convention on Human Rights (enforceable in British courts from October of this year; Griffiths, 152). Robinson is on record as having said that the purchase of the copyright "was a brilliant piece of entrepreneurial effort" (Wallace, 15), and he may well be by resonant self-assertion the *only* major Clare copyright beneficiary in the long history of Clare publishing. For many Clare scholars and publishers, as the cases of Summerfield and Tibble testify, the copyright claim has been a hindrance, a burden, a source of stress and delay. Ironically, for the study of a poet so vehemently opposed to the enclosure of the open fields of his youth, the Clare field has been enclosed now for thirty-five years. But as John Goodridge puts it, "Clare, of all poets, speaks to, and should belong to, everyone" (Goodridge, 1995).

I do not doubt Professor Robinson's commitment to Clare, nor do I contest the validity of his copyright in his own numerous editions. His many scholarly and popular editions are the product of four decades of labour and dedication to Clare. But I and my publisher consider his private claim to the copyright of publicly-owned manuscripts to be tenuous and unproven at best, a "fudge" (to use Clare's word) at worst. For too long the copyright has been a hidden obstacle in publishing circles, and thus for the reading public. But recently in unprecedented open discussion in the *John Clare Society Journal* (Haughton, 1998; Bate 1999; Bate and Chilcott, 2000), in *Notes and Queries* (Crossan, 2000), in a number of British local newspapers, in the *European Intellectual Property Review* (Griffiths, 2000), in the national *Times Higher Education Supplement* (August 13 and 20, 1999) and *The Independent* (July 23 1995 and July 10, 1999), and even on the BBC Radio 4 news programme *Today* (August 21, 1999), the editing and copyright controversy is finally receiving the attention it deserves.

## NOTES

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