Theodore Stanton: An American Editor, Syndicator, and Literary Agent in Paris, 1880-1920

by

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A thesis submitted in conformity with the requirements for the degree of Doctor of Philosophy
Graduate Department of French Studies
University of Toronto

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Abstract

Theodore Stanton’s career as a literary middleman exemplifies several of the intermediary professions in book and periodical publishing that were being created and tested in the late nineteenth century in response to expanded publishing opportunities in France, Great Britain, the United States, and Canada. The need for professional middlemen between writers and publishers developed differently in each country, thus their roles and activities, the literary agent’s in particular, varied according to regional demands. Different interpretations of intellectual property in copyright laws determined the balance of power between creators and producers of texts. In turn, writers’ relative ability to control copyrights shaped the middleman’s field of endeavour. The range of professional middleman specializations is described. A case study of some American publications of Émile Zola’s novels shows the legal and logistical difficulties of transatlantic publishing in practice. In chapter 3, Stanton’s beginnings as an American newspaper correspondent in Paris precede his middleman role as
editor of the *European Correspondent*, a weekly galley-proof service printed in English in Paris and syndicated to American newspaper editors. Stanton’s work as a European sub-editor of the *North American Review* and other magazines is detailed in chapter 4. As the Paris representative of Harper & Brothers from 1899, Stanton presented previously unpublished writings of Honoré de Balzac, Victor Hugo, Émile Zola, and others to American readers, also co-operating with French publishers. Case studies portray the challenges and successes of a middleman position within a large, complex enterprise. In chapter 5, a more independent Stanton arranges the simultaneous, posthumous publication of the memoirs of Eugénie, ex-Empress of France, by D. Appleton and Company in New York and London, and in four European translations. Count Maurice Fleury compiled and authored the two-volume work, which was not published in France. The manuscript took a circuitous path to publication through Stanton’s efforts to ensure authenticity, maintain exclusivity, and protect copyright. Methodological approaches of correspondence editing, bibliography, and textual criticism reveal both the processes and the results of Stanton’s mediation and illuminate how the participation of literary middlemen shaped the way French culture was received and understood in North America.
Acknowledgements

The painter Keith R. Jones, retired from Rutgers University Libraries, is Theodore Stanton’s first biographer. With Dr. Fernanda H. Perrone, Jones indexed and cross-referenced the large trove of correspondence, manuscripts, monographs, photographs, and souvenirs deposited by Stanton in the 1920s. After collecting hundreds of Stanton’s published articles, he established a chronology of Stanton’s life and an overview of his many professional pursuits. My work would not have been possible without the previous efforts and ongoing generosity of Jones and Perrone. Thanks as well to the staff of Special Collections and University Archives at the Archibald S. Alexander Library, Rutgers University, New Brunswick, New Jersey. I am also grateful to the staff of the Thomas Fisher Rare Book Library, University of Toronto Libraries, who worked efficiently with Jane Lynch at Interlibrary Loan Services on my behalf. Research staff at the Bibliothèque de l’Institut de France, the Bibliothèque nationale de France, and the Archives nationales in Paris, the Institut Mémoires de l’édition contemporaine (IMEC) at the Abbaye d’Ardenne in Normandy, the Centre for 19th Century French Studies at the University of Toronto, the New York Public Library, and Cornell and Columbia University Libraries were all very helpful.

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Chapter 1. Introduction

1.a. Theodore Weld Stanton: A Life in Transatlantic Literary Work

“M. Theodore Stanton, Correspondant du Harper’s Weekly.”¹

Theodore Weld Stanton (1851-1925) received a Master of Arts degree from Cornell University (Ithaca, New York) in 1877, after having spent two of his undergraduate years in Paris, from 1873 to 1875, studying French history and literature at the Collège de France and the Sorbonne. Stanton’s father, Henry Brewster Stanton (1805-1887), had practised law before becoming a full-time journalist and political columnist for the New York Sun under editor Charles Dana. Known for his abolitionist views, he was a New York State Senator for a time, and well connected in political and journalism circles. As a member of the American Anti-Slavery Society, Henry Stanton had been a great admirer of its founder Theodore Dwight Weld (1803-1895), to whom Theodore Stanton’s name is a tribute. Theodore’s mother was at least her husband’s equal as an activist and orator: Elizabeth Cady Stanton (1815-1902) dedicated her life to women’s suffrage after organizing, with Susan B. Anthony, the first women’s rights convention at Seneca Falls, New York in 1848, which marked the beginning of the American feminist movement. For Theodore Stanton, women’s and minority suffrage, universal human rights, and the fostering of international understanding through education and art would be important themes in his career both as a writer and editor and as an intermediary between writers and publishers of such views in newspapers, magazines, and books. His writing and publishing pursuits bridged the topical and artistic aspects of contemporary life. He was equally at home running a telegraphic news agency as he was writing a regular column of American literary news and criticism for the Paris journal Mercure de France, for which he was awarded the academic honour of Officer of Public Instruction by the French Government in 1919.2

2 For biographical details of the Stantons and an account of Theodore Stanton’s early career, I am indebted to Keith R. Jones and Dr. Fernanda H. Perrone for their “Guide to the Collection of Theodore Stanton 1851-1925,” [unpublished, ca. 1995], Special Collections and University Archives, Rutgers University Libraries, New Brunswick, NJ.
Stanton began his professional career as a foreign correspondent while he was still a graduate student in Paris in 1878. He had most likely been influenced by his acquaintanceship with the British correspondents Emily and George Crawford during his student days at the Sorbonne. While attending the first International Women’s Rights Congress at the 1878 Paris World’s Fair, he filed reports to New York newspapers to help pay his way. (Stanton had six siblings, and his parents’ household was one of modest means.) In 1880 he left New York again for a post in the Berlin bureau of the New York Tribune, but soon moved to Paris, where he married Marie Margueritte de Berry in 1881. They raised three children, born between 1882 and 1889. He became a regular contributor to the Chicago Daily Inter Ocean and other American newspapers, writing columns on French life, arts, and politics, and went on to write for dozens of newspapers and magazines, in New York, Chicago, Boston, Philadelphia, London, and Paris. In 1886 and 1887 Stanton edited and co-published the European Correspondent, a Newspaper for Newspapers, a six-page weekly galley-proof service providing European cultural content to subscribing editors in the United States. Around 1888, he served as the American editor of Galignani’s Messenger, the Paris English-language daily.

In the early 1890s Stanton began what he called an editorship “in partibus” for the North American Review, a respected literary and topical monthly magazine in New York. Stanton was, in effect, a sub-editor of that magazine, although his quasi-freelance position does not seem to have had a title. Through the Review’s editor, George B.M. Harvey, this led to a position as the Continental European representative of the Harper & Brothers New York publishing house in 1899. In addition to his work in books and magazines, Stanton remained

interested in newsgathering and reporting, and directed both the Paris branch of the New York Associated Press and the Harper & Brothers Paris office from the same premises near the Place de l’Opéra.

In 1906 Stanton began a collaboration with Count Maurice Fleury, an historian and an intimate of the Imperial court of Napoléon III, to produce a book for D. Appleton and Company of New York. Fleury transcribed the recollections of the ex-Empress Eugénie and other members of her entourage. Stanton edited Fleury’s manuscript, and added material, in English, as part of the translation process. The work appeared in two volumes in New York and London as *Memoirs of the Empress Eugenie*, but not until after the death of the Empress death in 1920. Stanton’s involvement as editor complicated his role as the literary agent for the simultaneous publication of four European translations of the work, simultaneously with the English-language edition. Stanton had been active in book publishing early in his career. Fluent in French, he translated into English and found an American publisher for a biography of French statesman Louis Adolphe Thiers, apparently begun while he was still in college and published in 1879. Again acting as his own literary agent, he later published a biography of the painter Rosa Bonheur, which he had compiled from various original and published sources. Then, he arranged the publication of a collection of his mother’s letters, which he had edited with his sister Harriot Stanton Blatch. He conducted many of his projects in tandem, trying new combinations and methods, and making connections in one area that he would put to good use in another.

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5 Stanton’s experience as a literary agent for the Danish, Dutch, German, and Swedish editions of *Memoirs of the Empress Eugenie* is detailed in chapter 5.
This versatile writer and literary businessman described his own occupation as "literary and journalistic work."\(^8\) As a writer, translator, editor, syndicator, publisher’s representative, and literary agent, Stanton worked in periodical and book publishing simultaneously, and in news reporting as well as in fiction. He was not a fiction writer himself, but rather seemed at his best, in his own writing, combining elements of a lively journalistic style with a scholarly historian’s regard for factual rigour and detail. The articles he wrote and the books he compiled as an editor informed as well as entertained.

In his various roles as a literary intermediary, Stanton brokered non-canonical texts along with works of literature, from light interview pieces for newspapers, written by anonymous and even amateur contributors, to political essays by prominent authorities for monthly magazines, to full-length works of fiction by famous literary authors. The texts he handled crossed not only cultural boundaries in the form of translations, they also appeared in different publishing sectors, as extracts or serials in newspapers or magazines, for example. As a result of this crossing-over of Stanton’s endeavours as both a writer and a broker of texts, it is difficult to decide in favour of only one scholarly focus on a single period of his career over another, or on his work in a given publishing sector, whether in newspapers, magazines, or books; or whether to focus on writing, editing, or translating; on journalism or literature. Stanton’s work crossed all of these boundaries, and there was a

\(^8\) Stanton described his work this way to his university alumni association in 1907. Two achievements Stanton saw fit to mention were his involvement in two associations in Paris. He had founded the American University Dinner Club, which held annual Fourth of July and Thanksgiving celebrations in Paris that brought together prominent French and American statesmen, writers, and educators as speakers. Stanton later organized a series of lecture tours by such presenters to American universities. The model of Bartholdi’s Statue of Liberty that was erected in Paris was the gift of the American University Dinner Club. Second, Stanton claims to have thought of the name for the Cercle républicain, the prominent French political club founded in 1907. Stanton also suggested making the association an international one by introducing republican-minded members of the foreign diplomatic corps. See “Cornell Association of Class Secretaries, Form 1, Cornell University, Class of 1876, Theodore Stanton, 1908,” Cornell University Archives, Cornell University, Ithaca, NY. The document was uncovered by Keith Jones.
considerable overlapping of his roles as a writer, editor, and literary middleman.

The term “middleman” is, by default, the most useful term to encompass both the mediating social role of Stanton’s literary transfers and to underscore the practical, commercial component of his function within publishing industries. The use of the terms “middleman” and “middlemen” is intended as a neutral designation of a range of professional occupations. No satisfactory, gender-neutral alternative exists. Women, in fact, succeeded in significant numbers in the new middleman professions, which required literary acumen and social networking ability but no start-up capital for inventory, personnel, or office space. Stanton himself worked from home for most of his career, but the all-important networking he did for his writing and his middleman pursuits took place in the cafés, newspaper offices, and dinner meetings of the many organizations and clubs in Paris to which he belonged. His archived papers abound with notes on breakfast meetings and other social events where information was exchanged. Certainly women were still barred from clubs and many organizations except writers’ societies, but they had a very strong presence among journalists, editors, creative writers, and so on, and were far from powerless in print and in private settings. The editor and salonnière Juliette Adam comes to mind, with whom Stanton associated. It would not be long before women not only joined the ranks of professional middlemen in great numbers but went on to excel as literary agents (as they still do today), perhaps because of the combination of analytical, organizational, and social skills required in the role. The first and most well-known literary agent in France in the early 1920s, Jenny Bradley, was a French woman. Another vocabulary choice which may require explanation is the adjective “literary.” It is used here in its broadest possible sense as an efficient stand-in for the notion of any textual material, judgements on the genre or quality of those texts aside.
It is this pan-textual meaning that is more common in nineteenth-century accounts of literary agency, although an association with canonical literature has been applied by both academics and practitioners over time. References in this thesis to “literature,” however, do refer to the canonical art form and its discipline.

Stanton’s professional middleman role grew out of his beginnings as a foreign correspondent, when he began to do for other writers what he did for himself, which was to make transatlantic connections with editors and publishers and to handle the details of transmitting articles and book manuscripts. This thesis will attempt to name and classify Stanton’s occupational pursuits in order situate his various roles among the middleman professions that were being created and tested in his time. His position in Paris, an important national publishing centre and international newsgathering crossroads, affords an interesting perspective which complements the understanding of literary agency as it has been portrayed by historians of literature. The changing landscape of other kinds of middlemen, to which Stanton was a lesser-known but important contributor, may benefit from a brief overview.

1.b. The New Middleman Professions of the Nineteenth Century

The professional middlemen who mediated transactions between writers and publishers all had an active hand in moving texts towardss the published state in which readers would encounter them. They either guided an unpublished manuscript or typescript into print, a first edition, or arranged for a new edition – a reprint, adaptation, or translation of a previously published text. Other publishing middlemen existed at other points in the production chain. Publicity agents or distribution agents, for example, who dealt with these same texts after publication are beyond the scope of this study. The process of publication was carried out by a wide range of professional intermediaries, some of whom had a direct hand in shaping the
texts they were working with. Editors are the most influential group in this regard. They performed an ancient function on texts, one that preceds the advent of print or publishing as we know it. Their interaction with newer middleman professions can be seen in the magazine sector, where, by the late nineteenth century, editors were overwhelmed with submissions and hired staff manuscript readers, imitating the successful book publishers. In turn, book publishers, no longer able to supervise all of their manuscript readers personally, hired in-house book editors to manage the volume of submissions and reader reports. Independent providers of fiction and other content for periodicals, called “story bureaus” among other names, grew out of this filtering and selecting function of editors. The literary agent is perhaps the most familiar of any publishing middleman today, but he was largely a British phenomenon before the 1920s. The activities of foreign representatives of book and magazine publishers, such as Theodore Stanton, resembled the literary agent’s to a large degree. Agents shared transatlantic publishing fields with a host of other middlemen, writers’ co-operative associations among them.

Before the development of specialized middleman professions in the late nineteenth century, writers and publishers had always found ways to connect. Writers who were unknown, lived far from a publishing centre, or who wanted to be published overseas had long used non-professional intermediaries. James Lawson is an example of such a non-professional intermediary, a “generous, friendly literary man,” according to Thomas McHaney, who used his connections in New York in the 1830s to help Southern writers of

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9 Robert L. Patten and David Finkelstein have outlined three types of modern editors as “big name,” the “hands-on” and the “publisher-proprietor” models. Their functions, ranging from acquisition of material to financial administration to shaping literary content, are described in “Editing Blackwood’s, or What did Editors Do?” in Print Culture and the Blackwood Tradition, 1805-1930, David Finkelstein, ed., (Toronto: University of Toronto Press, 2006): 146-83.
his acquaintance. For almost forty years around the same time the American consul in London, Thomas Aspinwall, was advising British publishers and helping American writers with timely communications concerning contract negotiations and copyright arrangements, even charging a fee of ten per cent for any substantial work he performed. Bridging distances and setting prices were not the only functions which would later be carried on by professional middlemen. Vouching for the literary merit of a property was another important mediating function provided by respected individuals like Aspinwall.

The early, professional mediating activities of the Société des gens de lettres de France provided access, negotiation and administration to writers in one publishing sector: it regulated the publication of novels in serialization in newspapers. The manifestation of the middleman as an independent, for-profit business began in mid-century, also in periodical sectors, in France, Britain, and North America, with the newsgathering agencies, Havas and Reuters among them, and the distribution syndicates that supplied newspapers with news copy. In the 1870s and 1880s, W.F. Tillotson in Britain and S.S. McClure in the United States expanded this practice by specializing in the supply of fiction material, such as short stories and serialized novels, to newspapers and magazines.

Alexander Pollock Watt is generally credited with creating the profession of literary agent sometime after 1875. The core service from which his business grew was as a valuator of literary property, or an appraiser of the commercial worth of manuscripts and published works. Assessing the commercial worth of an article, essay, or novel required expertise in

textual composition and contexts. After working as a reader and secretary for Alexander Strahan, a publisher of books and periodicals, then as an independent advertising agent, Watt began advising authors about where to place their manuscripts and selling or leasing subsidiary copyrights, which belonged to publishers as well as authors. He served both groups, as he explained in 1892:

I could give you the names of some six or seven of the largest firms in London, who, whenever they have any serial or book rights to dispose of, which, for any reason they cannot handle themselves, invariably trust the business to me.13

The valuation of literary properties would remain an important function of literary agents and other middlemen. In carrying out this function, they bridged the creative and commercial domains of publishing (as indeed publishers alone had done before them). As literary agent Gale Pedrick explained:

An agent who in addition to being a good man of business possesses a certain amount of taste and a working acquaintance with the literature of the day can save a publisher a considerable amount of expense and trouble in the matter of his ‘reading.’14

In the twentieth century, literary agents came to position themselves as authors’ representatives, negotiating first-edition publishing contracts on their behalf and managing other aspects of their business. Again, terminology can be confusing. In the singular, a literary agent is referred to as an “author’s” representative. The terms “publisher’s representative” and “publisher’s reader,” however, tend not to change when pluralized.

During Theodore Stanton’s time, men and women in the new middleman professions on both sides of the Atlantic conducted the daily work of moving texts to publishing media. They can be roughly organized into ten main groups. They include editors, impresarios and lecture bureaus, literary agents, manuscript or publisher’s readers, news agencies,

newspaper syndicates and unions, publisher’s representatives, story bureaus and critics, freelance translators, and writers’ associations. Some middleman roles continued largely unchanged into the twentieth century, while others were absorbed by the increased scope and influence of the modern literary agent. The following glossary is proposed as a way of comparing and contrasting their activities and functions within or across publishing sectors.

**A Glossary of Nineteenth-Century Middleman Professions**

**Editors.** In newspapers and magazines, editors were ultimately responsible for the content and tone of a publication, subordinate only to the publisher or owner when they were not the proprietors themselves. Great editors’ names were often closely associated with the name of the publication where many editors spent their entire careers. Whether in large daily newspapers or small literary journals known as “little magazines,” editors’ main concern was textual content, over which they reigned supreme. They sought material and assessed its value, with the help of manuscript readers when the volume of submissions increased. Where manuscript reading and acquisition were outsourced to syndicates or other middlemen, the editor oversaw the final choice and layout, handling financial transactions as well. When the business concerns of book publishers started to take up most of their time, they hired full-time editors to assume the literary duties of acquisition and revision they had previously carried out. Editors in specialized scholarly or technical fields worked on an occasional basis. Book editors focused on preparing manuscripts for publication and were not usually involved in financial transactions. The literary acumen of great book editors has enhanced the reputations of many publishers’ imprints and series. As volume increased, literary agents gave valuable assistance to editors in the acquisition and preparation of manuscripts.

**Impresarios, theatrical and lecture bureaus.** Booking and management agents for personal appearances by performing artists, or writers or other speakers on a range of cultural, political or social topics. Lecture appearances were especially popular in the nineteenth century and are experiencing a resurgence today. Lecture impresarios, or lecture bureaus, were middlemen who brought spoken texts into the public sphere. Impresarios invested their own capital to engage performers (often from overseas) and to arrange venues, transportation and accommodation. Appearances were staged either as ticketed events in theatres or underwritten by a group or association for a dinner or meeting. Speakers or performers were paid a flat honorarium, sometimes quite large, and the impresario kept any profits.

**Literary agents.** The strongest survivors among the early professional middlemen, whose participation in all publishing sectors increased after 1900. Literary agents offered a wide range of services to writers, publishers, and editors, co-ordinating publishing projects in book and periodical sectors and other media. They sold or leased rights to
literary properties, monitored their use, collected money and held it in trust until paying the client, keeping a ten per cent commission. Reputable literary agents did not delay payments, command fees in advance, or charge to read unsolicited manuscripts. Their service was highly personalized, and a combination of duties was agreed with the client. Usually, no contract was signed between parties, and the relationship could be terminated at any time. Agents were known to buy copyrights when amassing rights to an author’s works in order to have publications of collected works published, but they did not as a rule hold an inventory of texts as a speculation. British, American, and Canadian literary agents eventually positioned themselves as “authors’ representatives,” while European agents would continue to represent writers, publishers, and other agencies equally in publishing transactions. In the nineteenth century, the term “literary agent” was used for a number of different publishing roles such as book distributors, newspaper syndicates, and a variety of manuscript reading and preparation services.

**Manuscript readers.** Professional publisher’s readers examined incoming manuscripts and judged their intrinsic merit as well as their suitability to the house’s acquisition needs. They were employed full-time or occasionally by book publishers, periodical editors or literary agents. Manuscript readers focussed solely on the texts and were not involved in business. Reader’s reports that have survived are documents of contemporary criticism and are of great value to historians of publishing or literature. Readers for American magazines, after enormous growth in that sector in the 1890s, dealt with a huge volume of submissions. Literary agents, story brokers, and syndicates became trusted filters for manuscripts, thus alleviating the burden on in-house readers for book and periodical publishers alike.

**News agencies.** Newsgathering and reporting systems date to the emergence of the telegraph after 1850. By 1900, an international web of cables existed to supply newspapers with (mostly news) copy. Material was sourced and transmitted by news agencies, later also called wire services, for a subscription fee. Due to telegraphing expenses, many texts were sent in an abbreviated form and reconstituted by receiving editors. Like syndicates, news agencies represented an economy of scale for newspapers editors.

**Newspaper syndicates and unions.** Syndicates began as groups of newspapers purchasing material as a consortium. Independent syndicates, “unions” or “fiction bureaus” began in the 1870s in Britain and the 1880s in North America. Also known as readyprint, plate service, or galley proof providers, they simultaneously supplied newspapers, and later, magazines, with copy, for a subscription fee. Editors of large and small concerns relied on syndicates for general-interest, fiction, miscellany, and news items. Syndicates were brokers of texts, purchasing stories and articles from writers and selling from inventory. Today, syndicates continue to provide specialized content such as advice columns, horoscopes, comics, and crossword puzzles.

**Publisher’s representatives and scouts.** Important precursors of other professional middlemen, especially literary agents. In the days when communications were slow, they bridged distances for publishers, seeking material and conducting transactions on
their behalf. In the late nineteenth century, publisher’s representatives acted as the eyes and ears of a publisher, a qualified literary scout who could spot new talent or recommend foreign works to be adapted for translation. Working on a salaried or commission basis, such representatives handled contracts and communications. Their activities were similar to those of literary agents, but their freedom to negotiate was limited. Magazine editors often employed sub-editors in foreign capitals. These were essentially publisher’s representatives who, in addition, carried out editorial directives and financial transactions on behalf of editors.

**Story bureaus, brokers, and critics.** Also known as literary bureaus, these were services to writers specializing in short fiction and articles for newspapers and magazines. An entire industry of manuscript critiquing, preparation, and forwarding services proliferated in the late nineteenth century. The variety and scope of such firms and individuals has yet to be fully understood. This was a large area of abuse by unscrupulous middlemen who charged advance fees for services rendered indeterminately or not at all. Legitimate individuals or firms competed with syndicates, brokering stories and articles purchased from writers on a speculative basis and selling from an inventory of material. Some authors’ associations offered manuscript critiquing and preparation services to members.

**Translators.** Many translators were employed by book publishers and periodical editors, often working as a team. Some freelance translators were independent brokers or speculators in translated works, purchasing rights for a flat sum from authors and negotiating publishing contracts with a book publisher or a magazine editor, or both. Many women in the late nineteenth century, working from home, found an entry into publishing occupations as freelance translators. Gradually, such translators began to employ literary agents, who after about 1920 were in a better position to guarantee the publication of a translation within the initial time limit of copyright protection. Whether translators conducted the business of brokering texts or not, the editorial interventions inherent in their literary work made them important cultural mediators.

**Writers’ associations.** Like trade guilds except that such co-operatives, also called authors’ societies, did not systematically uphold technical standards of the trade by training or testing members. They functioned as a social forum and often as a benevolent society, offering financial aid and pensions to members, who were published writers as opposed to beginners. Elected delegates gave professional and legal advice. In some cases, as in the French writers’ and dramatic authors’ societies, associations also functioned as official licensing and collecting agencies for members’ copyrights. Trade magazines and how-to manuals of publishing and writing, published by associations or privately, supplemented the literary and professional advising functions of writers’ associations. They helped aspiring writers as well as professionals, as they still do today.

The early British literary agents stand out among other types of middlemen for their wide range of services to writers, publishers, editors, and other middlemen. Other middlemen
who appear in the glossary performed sub-sets of the literary agent’s services. A summary of the range of the literary agent’s activities will help to illustrate further how other types of middlemen working with newspapers, magazines, books, or a combination of all three, tailored their particular sets of activities to the needs of writers, publishers, and editors. Purveyors of journalistic texts, for example newsgathering agencies and newspaper syndicators, dealt in a high volume of texts. They provided writers, many of whom were casual acquaintances or unknown to them personally, with access to an outlet for their work. At the same time their skill at valuating texts assured publishers of the quality of submissions, but syndicators had no diplomatic role to play as relationship-builders between writers and editors. Pioneering newspaper syndicators of fiction, such as W.F. Tillotson, confined themselves to supplying the work of large numbers of writers to newspapers and magazines. There was not necessarily an ongoing, personal relationship. Syndicators neither negotiated book contracts nor actively sought to influence a writer’s literary reputation. When the British translator Ernest Alfred Vizetelly was placing his translations of Émile Zola’s novels in Britain and the United States, he was engaged in a kind of literary agency, but he was by no means Zola’s literary business adviser or personal representative. Theodore Stanton complicated his role of literary agent for *Memoirs of the Empress Eugenie* by being deeply involved in the composition of the text as editor, almost to the point of being a co-author. While the profession was in the throes of development during Stanton’s time, literary agents came to define their role as strictly intermediary and avoided any such conflict of interest that might arise from taking a sales commission, either from a writer or a publisher, and also sharing in the profits due to either party. It is important to note that while the literary agents of the early period of the profession served writers and publishers alike, they
represented only one side in any given transaction. It is probably due to the difficulties that often did arise when versatile participants like Stanton tried to adhere to this ethical point in practice that literary agents evolved in the twentieth century as writers’ sole representatives.

The literary agent’s wide range of activities, arranged alphabetically according to clerical / financial, diplomatic, and literary spheres of influence shows how literary agents served writers and publishers. Their services can be summarized as follows:

The Literary Agent’s Services to Writers

**Clerical / Financial** activities included:

- providing a stable business address for travelling writers
- negotiating contracts with publishers, periodical editors, and syndicates to the writer’s best advantage
- monitoring and enforcing terms of publication contracts for their duration, verifying publishers’ accounts when necessary
- managing correspondence and a portfolio of contracts for manuscripts, subsidiary editions and reprints, translations, and dramatic adaptations of literary properties
- overseeing subsidiary copyrights in current use, watching for unauthorized reprints or performances
- collecting and distributing payments, sometimes advancing money or conducting a client’s personal financial affairs

**Diplomatic** activities included:

- providing businesslike representation, freeing the writer-publisher dialogue to deal with textual content
- lending a sympathetic ear to writers’ creative or personal difficulties
- nurturing the writer’s public image and influencing literary reception through professional and social networks
- monitoring reviews and advertising for clients’ publications; persuading publishers to promote works
**Literary** activities included:

- keeping abreast of literary or publishing trends and opportunities
- reading manuscripts, evaluating literary merit and gauging commercial potential
- providing new or remote writers with access to publishing markets, according to the agent’s evaluation of merit
- offering suggestions on expression, arrangement and style based on knowledge of editors’ and publishers’ tastes and current requirements

**The Literary Agent’s Services to Publishers and Editors**

**Clerical / Financial** activities included:

- placing subsidiary editions, adaptations, and translations of publishers’ literary property holdings, negotiating to the publisher’s best advantage; managing related correspondence and production tasks such as typewriting or translation
- collecting and distributing payments
- screening unsolicited manuscripts seeking first publication
- providing a central address for numerous writers; forwarding correspondence and printer’s proofs reliably

**Diplomatic** activities included:

- serving as a buffer between artistic and business interests
- negotiating contracts fairly, dissuading writers from overreaching or making accusations
- protecting publishers from rivals seeking to entice writers away
- educating writers about publishing norms and practices
- encouraging writers to respect contract terms and deadlines.

**Literary** activities included:

- keeping abreast of writing trends; notifying publishers of upcoming works of interest or discovering unknown talent
- assuring quality of submissions by the agent’s reputation for literary acumen
- saving publishers’ reading costs by qualified screening of manuscripts
- acting as a broker or clearing-house for periodical editors, with a stock of manuscripts on hand for special requirements or emergencies
• relaying ideas and requests for desired material to writers; educating writers about editorial policies

Theodore Stanton’s experiences show that the professional space between writers and publishers was shared by other commercial and cultural mediators. The combinations were surely more varied and complex than my simple classifications might imply. Besides the potential for minor alterations to a manuscript in the process of publication by technicians who were employed by middlemen – stenographers, proof typesetters and the like – the socio-cultural agency of translators, editors, and manuscript readers and critics was considerable. It is what elevates them to the status of mediator, for the purpose of this study. More than one group of middlemen and their support staff were often involved in the handling of a single text, as we shall see in the case of Stanton’s method, which he claims to have originated, of having magazine articles taken down in shorthand, typed, and translated, only to see further modifications made by a second editor after it the article was out of his hands. Thus, middlemen not only met but interacted and collaborated in their imagined space – between creators and producers – in the production chain of a text, in which they formed an increasingly indispensable link. To complicate matters further, the term “literary agent” has been used to denote several middleman activities I have defined, from publisher’s agent to syndicator to author’s representative. “Literary agency,” in its generality, seems to have been as enigmatic a term for the middlemen (and women) advertising the new middleman professions in the late 1900s as it has been to historians ever since.

A brief survey of primary and secondary depictions of “literary agency,” read as “textual mediation” may be useful.
1.c. Theoretical Approaches to the Middleman’s Role

This is the first thesis to be proposed to the Department of French Studies at the University of Toronto in the Collaborative Program in Book History and Print Culture. It is one of the few in the department’s history that justify, by their content and intended readerships, composition in the English language. While the creations of French authors, especially Émile Zola, are an important foundation of the work that follows, and a good deal of Theodore Stanton’s correspondence, which forms the main archival source of this study, is in French, I have long been interested in the way French texts have been exported, to be encountered by readers elsewhere in different formats and/or in translation. This avenue of enquiry is a logical extension of the study of francophone literatures and cultures throughout the world, in addition to the study of the cultural history of France, in which there is a large body of scholarly work in the English language. Translation studies, with which I am somewhat less well acquainted recently, have traditionally addressed the matter of French texts crossing borders and into other cultures from a purely textual perspective, be it linguistic or literary, usually with a focus on texts that qualify as canonical art. The cultural impact of non-literary, meaning non-imaginative, texts seems obscure, as do relevant facts of how translations were produced and distributed. The high esteem in which French thought and letters were held in Western civilization, especially in the nineteenth century, is well established, and yet little is known about how French texts were transmitted to other cultures. The relatively new concentration of disciplines gathered under the name of book history or print culture studies has the flexibility to combine the approaches and methods necessary to untangle the complex and wide-ranging details of inter-cultural transmission of texts, and its practitioners use English as a common language. Knowledge of the French language remains
an essential gateway to French culture, however, I have chosen a bilingual format for this thesis to highlight this point, as well as to adhere to a sound principle of historical inquiry, which is to get as close to original sources as possible. All citations are in the original language to avoid confusion, for Stanton himself often corresponded with the same person in both languages.

The implications of a transfer or a transmission of a text across cultural borders go beyond the illustration of technologies and processes, although these are also interesting to historians. The business communications of publishing were constantly evolving during Stanton’s time. They took place largely by mail, sometimes by telegraph, and, increasingly, by telephone after 1900, in a process of addition and expansion rather than a case of one technology replacing the other. Texts travelled by mail or telegraph. Time delays which seem extended by today’s standards were, however, nothing more than the status quo for Stanton and other publishing intermediaries. This study reveals that such inter-cultural transmission was anything but a straightforward process from a technological point of view, and the influence of human actors in the process was great. The mediating work of the men and women who had a hand in selecting, editing, and translating the myriad of French texts published in North America – in all genres, including newspaper articles, essays, correspondence, scientific works, novels, plays, and, later, film adaptations – had a sometimes profound effect on the texts that were ultimately presented to readers or performed. The nature of these texts directly shaped individual and collective understanding of French culture. They were adapted rather than imported, as in the case of French books and other print material that were also brought over directly from French publishers. These adapted, or translated, texts hold many clues about their own history. Both the material form
and the textual content of adapted texts, when compared with the French original and any translator’s manuscript or proof corrections still extant, and informed by correspondence and historical background, reveal the commercial and creative choices of the mediators between writers and publishers. Furthermore, these published, adapted texts provide the very point of interaction between reader and writer. For example, it is one thing to say that Balzac, Hugo, and Zola were read in English in the United States, but a precise look at the forms those translations took suggests the different reactions that may have been elicited from readers. For example, it is often revealed that a British rather than an American translator has adapted a novel, that essays were slightly altered, novels were severely abridged or hastily translated, writers’ names were appropriated for derivative works, and so on. The question of which Zola – or Zolas – were being read by what social groups in his time has an obvious cultural relevance for American readers in addition to the implications for his literary reputation and those of other French writers. The influence of transatlantic mediators was not all negative, as the preceding examples might suggest, far from it, but their influence was wide-ranging. Print was the most powerful and pervasive communication medium of Theodore Stanton’s time, and its transmitters were responsible for a great portion of inter-cultural exchange.

A focus on the materiality of the texts described in this thesis conforms to the argument that the meanings readers drew from them were directly influenced by form. The techniques of bibliographical description, scholarly editing, and textual criticism were useful here. Leslie Howsam has quoted the historian and historiographer Ludmilla Jordanova’s observation on this point that “cultural power resides not in authors but with their products,” and it is cultural power that book history applied with a strong bibliographical component has
the ability to uncover.\textsuperscript{15} The published texts that were the result of Stanton’s mediation were a crucial point of interaction between writer and reader.

The decision to address Stanton’s work in multiple sectors – not solely as a syndicator, literary agent, or magazine publisher’s representative – is necessary in order not to privilege one type of textual format over another. Foreign readers did not form their impressions of French culture from mainstream books alone, and so it follows that journalism and cheap book series must be considered along with literary monthlies, science publications, and the full range of genres and formats in which French works appeared. The Stanton and Zola archives abound with rich examples of the different types of publications that resulted from Stanton’s professional mediation.\textsuperscript{16}

The opportunity was there to re-create, mostly through correspondence and other archival documents, the exact circumstances of the trajectories, from creation in France to publication in the United States, of the texts that Stanton handled, and to examine the published texts that resulted. Stanton’s short-lived syndication venture, the European Correspondence Company, which is discussed in chapter 3, provided a rare opportunity to connect with existing research on newspaper syndicates as mediators of print culture, most notably the work of Charles Johanningsmeier on English-language fiction syndicates, and to add an inter-cultural example of the phenomenon to the field.\textsuperscript{17} Stanton’s involvement in the simultaneous posthumous publication, in 1920, of the memoirs of Eugénie, ex-Empress of France, on three continents (see chapter 5) may have made a compact study of literary


\textsuperscript{16} More detail about the Theodore Stanton Papers, at Rutgers University, and the Émile Zola Archives at the University of Toronto follows at the end of this section.

\textsuperscript{17} Charles Johanningsmeier, \textit{Fiction and the American Literary Marketplace: The Role of Newspaper Syndicates in America, 1860-1900} (Cambridge: Cambridge University Press, 1997.)
agency and transatlantic book publishing, but bothersome questions arose about Stanton’s hybrid middleman role in that project, as an agent, editor, and co-writer with Count Maurice Fleury, whose name appeared as the author of the work. His allegiance to the wishes of the D. Appleton firm, which had commissioned the work, against those of Count Fleury tended to exclude him as a literary agent in the sense of author’s representative. His activities arranging subsidiary editions of the work show him, however, to be clearly engaged in literary agency. Could he still be called a literary agent if he was not acting solely on a writer’s behalf? What were the criteria as set out in previous scholarship?

In trying to discern the contours of the profession through secondary sources, it was soon evident that it was primarily literary historians who had left us a portrayal of literary agency that was limited to the problems of British novelists and characterized as a combative position against publishers. The title of James Hepburn’s 1968 work, *The Author’s Empty Purse and the Rise of the Literary Agent*, still the most comprehensive view of middleman activity to date, reveals a primary focus on the conditions of authorship. The professional lives of non-canonical writers have been ably addressed in such works as Nigel Cross’s *The Common Writer: Life in Nineteenth-Century Grub Street* and, Ronald Weber’s *Hired Pens: Professional Writers in America’s Golden Age of Print*, but the question of professional mediation in the newspaper and periodical sectors in which such writers made a living is not explored in any detail.¹⁸ Hepburn’s work is a useful starting point for this study in that it provides an excellent survey of precursors and competitors of the British literary agent. Hepburn identifies Watt and those who followed, as “true” agents, not by describing the

exact nature of their work but by disqualifying other middlemen and precursors.¹⁹ Scholars today are less inclined to speak in such absolute terms as “true” to describe agents, but in so doing, Hepburn indicates other fruitful directions to pursue for examples of professional mediation between creators and producers of English-language texts: writers’ associations and guides to publishing, syndicators, publisher’s representatives, and so on. Theodore Stanton played several of these professional roles. Mary Ann Gillies’s recent publication, *The Professional Literary Agent in Britain, 1880-1920,* is an excellent study of the cultural mediation of the first literary agents. The time period it examines, coincidentally, is pertinent to this study, but a focus on canonical forms, the social relationships the early agents had with their writer clients, and the agent’s influence on literary reputation, while it makes an innovative and valuable contribution to the field of modernist literature, we do not get a clear picture of the daily workings of literary agency.²⁰ My approach is to try to reveal the threads in the fabric of Stanton’s professional activities to understand in depth what the constraints and challenges of the middleman’s daily reality may have been. An equally detailed attention on the published results of Stanton’s work also reveals traces of the processes of his mediation. A precise assessment of the published forms illuminates, in turn, how the French texts that Stanton transmitted were received and understood by North American readers.

A revisiting of the published primary sources dealing with authors, publishers, and middlemen reveals a broader scope of detail about middlemen’s actual activities in different publishing sectors than that suggested by Hepburn’s interpretation of a “three-cornered quarrel.”²¹ The most prominent arguments that have been picked up by historians first

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¹⁹ Hepburn, *Author’s Empty Purse,* 45-66.
²⁰ Mary Ann Gillies, *The Professional Literary Agent in Britain, 1880-1920* (Toronto: University of Toronto Press, 2007.)
²¹ Hepburn, *Author’s Empty Purse,* 76-95.
appeared in prominent literary monthlies, in which writers and publishers of literature expressed their opinions. (Many lesser-known writers were already satisfied clients of syndicates and story bureaus, and certainly journalists were used to the mediation of news agencies, but their opinions did not appear in élite periodicals. They did make their voices heard elsewhere, and even though such information is more difficult to uncover, it does exist.) In the literary monthlies, the literary agent – Watt was the sole target at first – was accused of enslaving writers and bringing about a commercialization of literature by heaping too many obligations on them out of greed. The most vocal opponents of the middleman were publishers, such as William Heinemann and Henry Holt, who had the most to lose, namely their patriarchal advantage over the writers they published. Countering arguments by writers and agents themselves provide much detail about the agent’s actual contributions to publishing. One telling detail that suggested there was more to the story was the fact that Heinemann, although he continued to rail against the intervention of literary agents in primary negotiations for first editions, regularly employed literary agents to dispose of subsidiary rights, which included serializations, translations, dramatic adaptations, et cetera.

Analyzing the dialogues about middlemen in a wider range of periodical and newspaper articles, memoirs, and publishing guides, in which the view of the middleman gradually evolves, first, as tolerable in a limited capacity, then, as generally useful to some writers and publishers, and finally as an indispensable part of the production chains of every publishing sector, was an effective method of organizing different middleman professions discussed there into discrete groups. It was important to think purely in terms of their functions, not their geographical or genre-based spheres of endeavour. The process,

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unexpectedly, revealed substantial differences in the way middleman professions developed on either side of the Atlantic, the literary agent’s in particular.

This observation led to the main theoretical premise of my study, which is in two parts: first, that new middleman professions between writers and publishers emerged in the late nineteenth century in response to commercial pressures mainly on writers, and that such market conditions can be traced back to the beginnings of intellectual property law in each country. My comparative analysis in chapter 2 of this chain of logic – that copyright influenced the conditions of authorship that created the professional middleman – admittedly draws from secondary sources, but a comparative study of copyright and authorship was needed to outline the middleman’s field. One apparent contradiction should be clarified: the imposition of political boundaries hampers depictions of the business of authorship and agency – because nineteenth-century texts in particular are known not to respect national borders – but an understanding of the legal constraints of such border crossings was nonetheless central to the professional roles of middlemen. Theirs was an inherently international business, and they specialized in overcoming national differences in the transmission of texts from one culture to another. Further, the apparent absence of Hepburn’s “true” literary agent in France supports my rationale of tracing the origin of middleman professions back through authorship and back farther still to copyright. Hepburn’s study already implied such a connection but I have tested it in other Atlantic publishing spheres.

The second part of my overall premise is the simple corollary that the term “literary agent” is insufficient to encompass the specialized variations we see in early middleman professions, and in many of Theodore Stanton’s own pursuits.
My methodological toolbox came naturally to hand thanks to training and practice in French language and culture, translation, French literary theory and history, particularly Émile Zola studies, correspondence editing, scholarly editing, and bibliography. I have tried to adhere to standard practice in each area. The only instance in which I may have diverged from the norm is my inclusion of translated texts in scholarly editing methods, especially in a diagram (appendix C) that traces successive textual “states” of Émile Zola’s essay for the *North American Review*, titled “War.” Scholarly editors usually consider a translation to be a new text that begins a new progression of states. Because of the exact style of translation that is desirable for such an essay, as opposed to a more artistic text, such a juxtaposition holds as much evidence of variants as two single-language texts. While I do not propose an alteration of accepted editing models and tools, the eccentric use of such tools may be a justifiable exception in this case.

As Leslie Howsam and others have reasoned in their theoretical contributions to book history, quantitative approaches to publishing, correspondence editing, bibliography, and textual criticism are really historical in nature and provide a valuable documentary base of historical fact, but not until the effect of such evidence on readers is considered does book history begin to achieve its full potential. Visualizing the production chain of a text as it goes through its particular processes of creation, production, and distribution helps to situate Stanton’s activities in between creators of manuscripts and producers of print. In his seminal 1982 article, “What is Book History?” Robert Darnton addressed the growing need to organize the many interdisciplinary fields of historical inquiry relating to the way societies communicate through the written or printed word. His communications circuit provided a model for relating diverse book history interests to each other by describing one

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communication process, namely the way books (or other printed texts) are created and move through society. Accordingly, the process takes place within a “social conjuncture.”

Reflecting the view that is now generally accepted by historians that people, not technology, are the providers of social agency, Darnton populated his stages or nodes along the circuit with the human actors who moved the book through its successive states of creation, publication, distribution, and reception: “Author,” “Publisher,” “Printers,” “Shippers,” “Booksellers,” and “Readers.”

Bibliographers Thomas Adams and Nicolas Barker disagreed with what they perceived to be the communications circuit’s disregard for actual, physical books and in 1993 proposed a new model for book history studies, a model representing a book (or any text), not a process. A progression of states of published texts, not people, mark the nodes along a similar circuit. 24 While it is useful to think in terms of states or stages of the life of a book, as their new model’s divisions of “Publication,” “Manufacture,” “Distribution,” “Reception,” and “Survival” invite us to do, the differences between the two models are not as great as they seem. Adams and Barker did improve on Darnton’s model by noting the importance of “survival,” or the continued life of a book after its rounding of the communications circuit. Darnton might have formulated this node or stage as “Collectors” or “Academics,” as the shapers of the lasting reputation of a work in society through time. Adams and Barker’s goal was to advocate, which they did in the strongest terms, that book history studies remain grounded in the “archaeological” evidence of the material forms of books and published texts (i.e., bibliography) instead of becoming a diffuse branch of social history. 25 Darnton’s choice

25 Adams and Barker, “A New Model,” 10. Adams and Barker’s call to keep the “book” in book history seems valid, but the suggestion that social historians tend to work from secondary sources, leading them to conclude
of people, or actors, for organizing his model already implies, however, the successive states of the physical text *through the work the actors perform*. Through their activities, the states of the texts they handle are clearly apparent.

Leaving aside the actors vs. states argument, which seems moot, an ideal combination of the best features of both models would represent or imply five states of a book around which book historians, not only bibliographers, could focus their inquiries: creation, production, distribution, reception, and survival. While Adams and Barker usefully underscore the connection to the social conjuncture with their survival stage, they diminish the universal value of their model by subsuming the pre-book, or manuscript state of texts, along with their creators and intermediaries, under the “publication” state (which Darnton represents as “Author” and “Publisher”). This is, of course, entirely consistent with the new model’s focus on published forms and its makers’ view of manuscripts or galley proofs as distinct and separate artefacts outside their purview. Their model is concerned solely with the manufacture, distribution, reception, and survival of a printed object that comes into being only when it is accepted for publication and set in type.26 By setting as the starting point of a book the decision to publish a specific edition, however, the new model condenses the activities of authors, publishers, and the many middlemen of this study under the “publication” node. This puts textual scholars who work in book history, for example, those interested in genesis and manuscript development, at a disadvantage along with those interested in mediators like Stanton, and hampers a full understanding of bibliographical evidence discovered at other stages in the circuit. This seems contrary to the new model’s

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26 “The decision to publish, not the creation of a text, is, then, the first step in the creation of a book.” Adams and Barker, “A New Model,” 18.
purpose. Darnton’s model, on the other hand, by implying the pre-publication stage, provides a departure point on the circuit for the work of a greater number of scholars, and circumscribes more completely the scope of the interdisciplinary field.

For this study, Darnton’s remains the more useful of the two models. Because it describes a communication process rather than the trajectory of a specific physical object, the communications circuit is easier to adapt to a broader base of book-historical inquiry. Furthermore, the human presence at each stage of the circuit provides a clearer organizational link to the functions each actor performed. “What did publishers do?” seems a more focussed historical question than “What is publication?” Darnton tailored his model for the needs of his own period of specialization, the (European) eighteenth century, but notes that with “minor adjustments, it should apply to all periods in the history of the printed book.”

For the early nineteenth century, the model seems sufficient, but for the later Victorian period and into the twentieth century, the burgeoning presence and influence of mediators between authors and publishers, such as literary agents, scouts, editors, and publisher’s readers must be acknowledged. Simply following Darnton’s scheme and inserting them as additional nodes or stages between author and publisher, however, would perpetuate a suggestion of a strictly linear movement that is not quite accurate, and at any rate not intended to be taken too literally. The reason for this is that authors and publishers connected with each other in a number of different ways, through middlemen or not, depending on unique combinations of factors such as the sort of work being produced and the particular needs of the parties involved. Often, works originated with publishers and authors became involved subsequently. (Darnton represented this phenomenon by having the directional arrow

28 Ibid. As Darnton states, the communications circuit is a general conceptual aid, and it would be “vain to expect the biography of every book to conform to the same pattern.”
between author and publisher point both ways.) More detail is necessary, but to trace and represent all the possible trajectories taken by texts would mar the useful simplicity and flexibility of the model. Its simplicity remains nonetheless an effective conceptual aid, in that a study of middlemen in the trajectory of a text necessarily shifts the focus from the main actors to the space in between them. The questions “What did authors do?” and “What did publishers do?” may then be complemented by “How did books or texts travel between them?” Considering all three questions together reveals a complex mass of mediating activity between creators and producers of texts and provides a structure for considering a new question that is central to this thesis, “What did middlemen do?”

My study deliberately opens up questions about the social implications, or the effect on readers, of Stanton’s professional mediation, and, I hope, signals the importance of those questions, but it does not theorize about what those implications may have been. This seemed yet a further expansion of the project beyond the realm of the early middleman professions in a project that was already too big. I was guided in this by Darnton’s circuit, and I confined my focus to the space between author and publisher, representing pre-publication and publication stages, for the finished product, the printed text, is important, as I have explained. After gathering all possible information about the provenance and format of a published text, I imagine the text continuing along a communications circuit into the hands of researchers more specialized in the fields of reception and conservation, where their evidence will replace my conjectures on cultural impact and consequences.

Translations of Émile Zola’s works figure prominently here in case studies, first, because of their power to illustrate the improvement in French writers’ opportunities in the American marketplace after 1891. Second, Zola’s career exemplifies the ways in which many
professional writers on both sides of the Atlantic earned a living in the late nineteenth century by engaging in journalism as well as fiction writing. The rich resources that have been preserved in the form of correspondence between Theodore Stanton and Zola (Stanton’s letters to Zola are the most numerous and most informative of any letters Zola received from North America) highlight the journalism side of Zola’s career, complementing Albert J. Salvan’s inspirational yet little-known 1942 study, *Zola aux États-Unis*. Salvan uses enumerative bibliography and periodical research to trace the published critical reception of Zola’s fiction and dramatic works in the United States. Stanton’s involvement in posthumous publications of some of the non-fiction output and correspondence of Honoré de Balzac and Victor Hugo is also detailed in case studies.

Among Zola’s American correspondents, Theodore Stanton is the most interesting for the successful collaboration with Zola revealed in his letters, as opposed to the occasional enquiries Zola received from other American editors and publishers. The correspondence of Émile Zola is an important part of the Émile Zola Archives, held at the Joseph Sablé Centre for 19th Century French Studies at the University of Toronto. The correspondence portion of the archive consists of photocopies of letters written to and by Zola. They were used by the Canadian research team that collaborated with researchers at the University of Paris, between 1978 and 1995, to publish the ten-volume edition of some five thousand letters written by Zola. There are about twenty thousand extant letters addressed to Zola. With the exception of a few corpora, or subsets, of letters from prominent correspondents such as author Henry Céard or publisher Georges Charpentier, the bulk of the correspondence

29 Albert J. Salvan, *Zola aux États-Unis* (Providence, RI: Brown University, 1943.)
addressed to Zola remains unedited. The original letters are held by Zola’s descendants and
are identified as the Émile-Zola and the Le Blond-Zola collections, after the families’
surnames. Stanton’s letters belong to the latter.

The Theodore Stanton Papers provide an abundantly rich resource. According to the
finding aid to the collection, the archive includes letters and manuscripts from 1,850 authors,
roughly fifteen thousand leaves.32 Zola’s replies to Stanton’s letters, along with a corrected
manuscript of the article, “War” (see chapter 4) are found there. In all, about two dozen
letters exchanged by Stanton and Zola are extant. The painter Keith R. Jones, while he was a
librarian in Special Collections and University Archives at Rutgers University in New
Brunswick, New Jersey during the 1980s and 1990s, where the Stanton Papers are held, took
an interest in the Stanton papers and painstakingly pieced together a narrative of Stanton’s
life and career. He cross-referenced many of the names he had matched with publishing
houses, newspapers and periodicals, and with the help of his colleague, Fernanda Perrone,
created a very useful finding aid to the papers. This provided an enormous head start for my
work in the archive. Jones created an impressive body of secondary research on Stanton’s
career and times, for example, on news agencies, on publishing houses, and on the writers
Stanton represented. His overwhelming generosity in sharing and discussing these materials
with me made my work go more quickly and allowed me to increase the scope of this study
with confidence.

Jones also collected, over many years, more than four hundred of the newspaper and
magazine articles Stanton wrote over the course of his long career. He and Perrone compiled
a bibliographical listing, arranged alphabetically, and another, arranged chronologically and
annotated for content. Stanton’s body of journalistic work is an extremely valuable corpus on

its own for those interested in several aspects of French-American cultural exchange. It also informed my study directly because of the many instances in which Stanton writes about his own professional pursuits and about issues and events in different publishing sectors on both sides of the Atlantic.

Equally valuable is Jones’s transcription, more than 100 single-spaced pages in length, of Stanton’s dated reminiscences about the people and events of his career. Stanton seems to have been preparing his own memoir before he died. He spent a lot of time in the last few years of his life at Rutgers organizing his archive, which was still combined with his mother’s. He wanted it and the some six thousand monographs of his own collection to provide the basis for a library at the New Jersey College for Women that was being considered there. One gets the impression that, even as a young man, Stanton had a very good sense of himself and of his position in the world. He kept letters he received, copies of letters he wrote, notebooks, photographs, souvenirs, invitations, menus, and so on. There is very little, however, in the way of business records and contracts, with some exceptions. The documents concerning Memoirs of the Empress Eugenie are not only present, they can be matched with copies held in the Appleton-Century Archives at the Lilly Library, Indiana University, in Bloomington, Indiana.

A third important archival resource is the Lovenjoul Collection at the Bibliothèque de l’Institut de France in Paris. Here, some two dozen original letters from Stanton to the Viscount Charles de Spoelberch de Lovenjoul provide interesting background information by way of Stanton’s printed letterhead paper and his use of a typewriter.
Chapter 2. Professional Middlemen in Publishing in France, Great Britain, The United States, and Canada around 1900

2.a. The Need for Professional Middlemen between Writers and Publishers

Publishing a book is a complicated business compared with the procedure of fifty years ago. Nowadays a book is a business in itself. Only a specialist can hope to understand all the ramifications of the business.¹

As European and North American publishing industries became more complex in the last quarter of the nineteenth century, a variety of specialized middleman professions emerged to facilitate operations. Not only did publishing activity increase with population and literacy levels, new classes of readers supported the creation of cheaper book formats and fuelled a proliferation of popular magazines and newspapers. Opportunities for writers of all kinds flourished. Writers and publishers had always managed to come together, whether directly or through the informal interventions of a third party. With the acquisition and handling of unpublished material being conducted on an ever more commercial and international scale, however, a new demand arose for various types of intermediaries between writers and publishers, ones who were experts in specific areas. Similarly, middlemen had long found opportunities, or created their own, at several points in the production and distribution chains of books and periodicals.² For example, at the post-publication stage, a stratum of publicists and sales representatives was built on the older foundation of book distribution agents and retailers. Middlemen between writers and publishers, who contributed both literary and business expertise, had become by the 1920s an indispensable link in book and periodical

² Robert Darnton’s communications circuit is a useful model for visualizing production and distribution chains of texts. The progression Darnton traces is represented by six actors or agents who move a text through its roughly chronological phases of creation, production, and distribution, and they are: “author,” “publisher,” “printers,” “shippers,” “booksellers,” and “readers.” Darnton, “What is the History of Books?”, 68. Leslie Howsam discusses the communications circuit and compares it with other models in chapter 3, “Models of the Book’s Place in History” in Howsam, Old Books and New Histories, 28-45.
publishing chains. Their creative contributions and commercial decisions created new layers of influence on where published books and periodicals were sent and who read them. How did a book become a “business in itself,” and what functions were middlemen called on to perform? What was Theodore Stanton’s experience as a middleman in various publishing sectors during that dynamic period in the transatlantic exchange of texts?

The creative and commercial activities of writers, publishers, and middlemen in each of the transatlantic publishing spheres of France, Great Britain, the United States, and Canada were shaped by economic, social, and legal conditions. The years between 1880 and 1920, when Stanton was active in Paris, stand out as a period of great growth and change in Western publishing industries. Many features of the infrastructures of print production were common to all four of these Atlantic nations, as were social trends affecting authorship and publishing. The historical dependence of colonial North American book and periodical trades on France and Great Britain was already broadening into a multilateral Atlantic market: Anglo-French trade agreements forged in the mid-nineteenth century led the way towards the global outlook of today’s publishing conglomerates.

Economic growth and technical advances in production and distribution brought about the expansion of all kinds of publishing into new markets that reflected the changing tastes of new and established readerships. Opportunities arose in new media such as the cheap paperbacks that flooded bookshops, drugstores, and railway stations from the 1870s on, followed by affordable monthly and weekly illustrated magazines in the 1890s (especially in the United States), and later, adaptations for the cinema. The transatlantic telegraph cable, which was finally operational in 1866 after more than one unsuccessful

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3 This approach was suggested by Darnton’s framework of “social, economic, political, and cultural” conditions bearing on the creation, production, and distribution of books and other texts as represented in the communications circuit. Darnton, “What is the History of Books?”, 67, 74.
attempts, followed by the invention of faster steamships opened up opportunities for foreign newspaper correspondents and magazine contributors from abroad. As newspapers and magazines grew in size due to more efficient production, their content expanded beyond current events, political comment and high culture towards lighter, more creative human-interest offerings, written in a vivid, immediate style for which Theodore Stanton had a particular talent. Newspapers and magazines had begun to run paid advertisements, and those revenues fuelled further growth.

The increase in late-nineteenth-century publishing activity was also driven by social developments such as expanded public education and the higher literacy rates that ensued. Then, as new kinds of readers and media were created, more men and women than ever before seized the chance to make a living by writing. The growth and professionalization of authorship shifted the balance of power that had existed between writers and publishers. The relationship had been a monolithic one for most writers, who could reach a reading audience only through printer-booksellers or, later, publishers of books. For an elite minority of writers, freelance work for literary and topical periodicals had provided an alternative route to readers and a good income stream. By the end of the century, however, the prestige of publishing in similar literary monthlies, such as Harper’s Magazine, far outweighed the remuneration. In comparison, mass-circulation weeklies and newspaper supplements offered much better pay for lighter articles and short fiction. These new periodicals, along with cheap book formats, employed a vast horde of writers and translators at all levels of experience and engagement. Getting a full-length book published was no longer the main gateway to readers, but rather one component of a writer’s career strategy. An increasing contingent of writers, many of whose names remained unknown, never published a book at all, but made a living
writing short pieces for newspapers or magazines. By 1900 all kinds of writers in Atlantic countries had formed special areas of expertise and found outlets for them. Manuals and guides to writing and publishing in various specialized fields had also begun to appear. Creative writers, journalists, and publishers formed professional associations and published journals and books about the trade. Their voices were strong enough to influence legal matters affecting publishing. Other contingents of writers found professional community and support through independent trade journals like the *Writer*, founded in Boston in 1887 and still running.

Legal conditions evolved to reflect the demands of authors’ and publishers’ associations as they responded to economic and social conditions. Within national borders, the terms of publishing contracts became more precise and more equitable to writers. Copyright laws strengthened, and the practice of unauthorized reprinting was restricted. On the international level, writers and publishers advocated throughout the nineteenth century for a standard international copyright agreement, which finally was achieved in 1886 with the Berne Convention for the Protection of Literary and Artistic Works. By that time, all types of reading matter were being circulated regionally and across borders in ever more complex ways, for example by syndication or in serialization and/or translation. Trade agreements and import tariffs, which governed the circulation of published works – actual, printed material –

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4 How-to-become-a-writer manuals and guides to publishing have a long tradition, but they flourished around 1900. Written by professional writers or publishers to initiate and educate writers, they now serve to inform bibliographers and historians of authorship and publishing. Many are still available, and several are listed in the bibliography accompanying this thesis. See, for example, Frederick H. Hitchcock ed., *The Building of a Book: A Series of Practical Articles Written by Experts in the Various Departments of Book Making and Distributing*, (New York: Grafton Press, 1906) and George Haven Putnam, *Authors and Publishers. A Manual of Suggestions for Beginners in Literature*, 7th ed. (New York; London: G. H. Putnam’s Sons, 1897). The anonymously published *How to Write for the Magazines*, by “£600 a Year from it” (London: Grant Richards, 1900) is said to have been written by William Butler Yeats. What is interesting about these manuals, for this study, is the way they variously begin to deal with the existence of middlemen between writers and publishers. As mentioned in the introductory chapter, denial of the middleman’s usefulness gradually turns to wary acceptance, then to total endorsement.
were in constant development. The broader concept of intellectual property rights – ownership of a creative idea and control of its uses and proceeds – was being framed and expressed in various national copyright laws. These issues now had to be addressed on an international level, and different national legal standards reconciled. Publishing practices and contract standards in individual nations had their origins in the basic understanding of literary or intellectual property, and evolved with successive legal measures that interpreted that meaning to define and assign copyright. This process had a profound and formative effect on the balance of power between the creators and the producers of texts. Comparisons between the conditions of authorship and publishing in France and in other Atlantic nations reveal that interpretations of copyright lay at the very heart of writer-publisher relations. To a large degree, the nature and the quality of those relations set the stage for professional middlemen and gave them a variety of roles to play.

Increasingly, writers and publishers needed a mediator to maintain contact between them. Writer-publisher relations in some Atlantic publishing sectors were strained, and contracts and negotiations were becoming more complex. Professional middlemen filled the need for an advisor to navigate new opportunities successfully, as well as a capable assistant to manage a number of concurrent projects. A range of full-time, paid middleman professions developed to help writers and publishers alike to manage their affairs – not only business transactions, but the handling of manuscripts and copy – in a more complex and expanded marketplace. Some were employed by publishers in intermediary roles, such as scouts, manuscript readers, and editors. Others were independent individuals or firms such as literary agents and newspaper syndicates. What all these middlemen had in common was that they participated in the processes that took place between the creation and the production of a text.
More specifically, they guided the transformation of a manuscript or idea into a published work, or brokered a new publication of a work in a different format. British author Martin Conway explained in 1895 why literary agency was a necessary development in the increasingly complex and international business of texts:

The agent has been produced by the growth of English-speaking population in the world and the spread of education amongst the masses. As more people read, means of publication develop. An author who has written a work likely to attain wide popularity has produced a commodity which requires a great deal of commercial handling. The serial rights in various countries have to be arranged for. Translation rights have to be considered. Publication rights in book-form have to be sold, not in England only, but in America, Canada, and elsewhere. An author has not time and probably has not the knowledge to manage all this business. It is work for an agent, and the existence of this work calls the agent into being.5

In spite of the general similarities in the economic, social, and legal conditions that shaped regional norms for Atlantic writers and publishers, there were important differences which made for unique combinations in each of the four nations in question, especially in legal traditions. Writers and publishers in each nation, in various sectors of the industry (fiction, science or textbook publishing, magazines, trade journals or newspapers, and so on) worked within a unique subset of economic, social and legal constraints. They required the services of professional middlemen to varying degrees, and used them in slightly different ways than in comparable sectors in other Atlantic regions. For example, the enormous magazine market that developed in the United States created businesses that dealt only in short fiction. French novelists had very little need of a negotiator for first-edition contracts, in contrast to British fiction writers. Why, then, did the general types of professional middlemen that emerged in all four nations do so at different times, to fulfill a slightly different set of functions than their counterparts elsewhere?

The exploration of this question that follows in the next sections of this chapter may

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be summarized thus: the ways in which copyright was understood in different nations shaped
the relations between writers and publishers. Writers’ grievances over disparities in the
financial returns and control of literary property led to the formation of professional
associations. The presence or absence of such associations by 1880, inasmuch as they
reflected the state of writer-publisher relations and the conditions of authorship generally,
influenced the development of middleman activity. Furthermore, different types of
publishing required specialized types of middlemen. Increasing trans-channel and
transatlantic exchanges brought additional challenges. A closer look at how economic, social,
and legal conditions combined to affect writers and publishers in each of the Atlantic nations
in question will serve to illustrate the fields in which the new middleman professions
developed. Comparative surveys of domestic and international conditions affecting writers,
publishers, and each middleman’s field will provide a clearer impression of the middleman’s
scope of operations in various publishing sectors during a period when an explosion of
written texts were created, reshaped, then sent across national and cultural borders. From this
perspective, Theodore Stanton’s versatile middleman activities as a transatlantic “literary
worker” may be better understood.

2.b. Copyright, Authorship, and the Middleman’s Field

France: Domestic and International Conditions.

From the advent of printing in France in 1470 until the Revolution, the works of French
literary creators – poets, writers of religious texts, and later, prose writers and playwrights –
were not expressly protected under national law against unauthorized copying or
performance. After 1789 the radical changes made by the new legislative assemblies of the
First Republic allowed French writers to consolidate rapidly the rights they had been
gradually asserting as individuals within the restrictive practices of their print economies: French writers all at once gained unequivocal legal control over their texts. Early printed books were often compilations or created in collaboration like the manuscript books that preceded them. The modern concept of a printed, authored text as a unique creation of one individual mind was not yet prevalent. (The writers who began to be known under their own names in the Middle Ages were poets and playwrights who delivered many of their texts orally.) Thus from the start the right to profit from a printed book or pamphlet was seen to belong to printers or printer-booksellers who were the producers but not the creators of the material.6 Printing was strictly controlled by royal patents. The number of presses was restricted, and their output was censored. Sixteenth-century printers obtained an early form of copyright through the system of *privilèges*, or letters of patent issued by the Crown or the Parlement of Paris. A *privilège* not only gave official permission to print and distribute a text, but the exclusive right to sell it in French territory for a period of two or three, or six to eight years, or sometimes as long as ten or twenty years. Since the *privilèges* were renewable, they amounted to a perpetual copyright for printers.7

Unless writers were fortunate enough to be of noble birth or skilled in a trade, most of them lived by aristocratic or church patronage. During the sixteenth century, as the identity of the creator of a text became more important and the modern concept of authorship began to take hold, writers, by small increments, improved their ability to share in the profits printers earned on their work. Writers sold manuscripts outright or entered into profit-sharing

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6 Publishers, in the sense of an independent profession not necessarily attached to a printer or bookseller, are a late eighteenth- and nineteenth-century development.

7 John Lough explains the *privilège* system in more detail in John Lough, *Writer and Public in France* (Oxford: Clarendon Press, 1978): 79-83. Official letters of patent would also become a useful mechanism for official censorship and to control imports of foreign reprints of French books. The systems of *privilège* and censorship were abolished with the 1789 Revolution, but systematic, pre-publication censorship was restored in 1810. After complete freedom of the press was legally declared in 1881, censorship of periodicals and books *after* publication became a matter for the courts under the Civil Code.
arrangements for single editions with printer-booksellers. Continued or subsequent proceeds of their already published works, however, were not out of their reach. There is evidence that the poet Ronsard negotiated payment for new editions of his works, as well as the transfer of privilèges for previous works from one printer to another.\(^8\) He may even have obtained privilèges in his own name.\(^9\) The few writers who were equipped with a privilège and financial means could then take advantage of a third option for earning income from their work: they supplied the paper, paid printing costs and arranged distribution, thus exerting some copyright control over their output. Although eighteenth-century French writers remained heavily involved with, if not entirely dependent on, printers and booksellers, their rightful claim to the copyrights for their creations was slowly being validated in practice through the privilège system. Patronage gradually declined in importance as writers’ legal protections and independent incomes from writing increased.\(^10\)

The surge in popularity of the theatre that took place around 1750 created a considerable number of successful playwrights. The concentration of theatres in Paris, along with the increasing wealth of playwrights there (even though much of this wealth still came from patrons), empowered playwrights to ally themselves with theatrical composers to assert their rights to control uses of their works. Their grievances were not with printers, but with theatre owners and companies of actors both in Paris and all over France who either refused to pay performance rights or were adept at some very creative accounting to reduce payments to the authors of plays they staged.\(^11\) In 1777, Pierre-Augustin Caron de Beaumarchais,

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\(^8\) Ibid., 44-5.
\(^9\) According to Anne Latournerie, it was rare for writers to obtain a privilège in the sixteenth century, but by the eighteenth, the practice had became common. See “Petite histoire des batailles du droit d’auteur.” http://www.freescape.eu.org/biblio/article.php3?id_article=33 <30 Jun. 2009>.
\(^10\) Lough, Writer and Public in France, 225-6; 237.
\(^11\) Ibid., 218-25.
author of *Le Barbier de Séville*, formed the first professional authors’ association, the Bureau de législation dramatique. Its membership of playwrights and composers brought about France’s first copyright laws, which finally placed all rights indisputably on the side of creators. Their exclusive right to control theatrical performances of original works was laid down in 1791. A series of adjustments and additions followed until, on 19 July 1793, exclusive copyright for reproductions in print of all literary works was also established. Thus protection was extended to creative writers of all kinds. These statutes from the early years of the First Republic formed the bedrock of French copyright law. They withstood the political upheavals of the nineteenth century, undergoing no major revision until they were modernized in 1957. The founding principles of these statutes are intact today.

The first French copyright laws, created by authors, have been described as having enshrined authors as omnipotent proprietors of literary creations. In fact, French copyright law addressed the needs of authors and consumers of their works by balancing two opposing principles. The first was that a literary creator’s ownership of his or her unpublished work was inalienable, absolute, and perpetual: an artistic creation was an extension of the creator’s person and therefore was inseparable from him by others for all time. Creators therefore had a natural, exclusive right to control first and subsequent publications – whether, when, where, and how to allow a text to be printed or a play produced. As well, such an artistic creation, an abstract idea, could be considered the “property” of the creator under common law. The term “intellectual property” derives from this view. This concept of omnipotent ownership is known as *droit moral*, a natural or moral right. The second, opposing principle brings into

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12 This association formed the basis of the La Société des auteurs et compositeurs dramatiques (SACD), formalized in 1829. See their Web page, “Historique. De 1777 à nos jours.”
13 Ibid.
play the term “copyright,” which applies to the results of an author’s decision to publish a manuscript, or allow a play to be performed. Here, French authors recognized the public educational benefits to be gained from limiting copyright, the term of protection before a published work could be freely copied and distributed, or performed, by anyone without permission or remuneration. Such a post-copyright work passed into the domaine public or public domain, constituting a public good. These droits patrimoniaux or droits d’exploitation translate as social or public rights. Thus, while ideas and unpublished works belonged to their authors in perpetuity, the term of exclusive control of published or performed works, and the right to profit from them, was limited to ten years after first publication.\(^\text{14}\)

With authors’ rights legally established, copyright infringements within French borders were slowly brought under control during the first decades of the nineteenth century. By that time, literacy was more widespread. Novels became very popular, and newspapers printed them in serial instalments or feuilletons. Typically, French writers made a contract with a book publisher as well as with one newspaper editor for a serial of a new work. Newspaper editors were used to cutting and pasting material from other papers at will. They copied serials without expecting to pay the copyright-holder. As a remedy to this, French writers formed their own influential authors’ association in 1838, the Société des gens de lettres de France.\(^\text{15}\) The Société des gens de lettres set a standard line rate for novels serialized in newspapers, licensed their use, collected payments, and monitored published

\(^{14}\) The gradual extension of the term of copyright protection was the subject of much debate and legal contest in France as elsewhere. In France, the term was doubled in 1810 and tripled in 1854. It was extended to the life of the author plus fifty years in 1866. Currently, published works are copyrighted in France for the life of the author plus seventy years, with additional terms included for the two World Wars.

\(^{15}\) The Société des gens de lettres records the date of its founding meeting as 10 December 1837. It was the model for the British Society of Authors formed in 1884, and for other similar societies formed in the 1880s and 1890s in Germany, Spain, the United States, Canada, and elsewhere. For two contemporary histories of the SDGL, see Édouard Montagne, Histoire de la Société des gens de lettres de France (Paris: Librairie mondaine, 1889), and Samuel Squire Sprigge, The Society of French Authors: Its Foundations and its History (London: Incorporated Society of Authors, 1889). (Sprigge was the Secretary of the British society.)
serials for unauthorized uses. The Society built a roster of authorized newspaper and journal editors. A legal committee pursued unapproved users in civil court and invariably won. In this way, unauthorized reprinting of newspaper serials was brought under control. The practice of reprinting was so entrenched in all publishing sectors, however, that the Société des gens de lettres was forced to pursue damages against book publishers as well as newspaper editors in the first decades of the Society’s existence, more than half a century, that is, since the copyright law had been passed. The amount of penalty was not mandated by the Society, but had been set out in the 1793 copyright law. For infringement in any print medium the penalty was the equivalent of the first-edition price of three thousand copies of the original work.\textsuperscript{16}

\textbf{France and Europe}

Beyond France’s borders, the copyrights of French writers and the investments of their contractual partners, French publishers and booksellers, were more difficult to protect. Publishers and editors in Belgium, the Netherlands, Switzerland, Italy, Great Britain, and other countries reproduced French titles without permission – indeed, none was required under local laws – and sold them in great numbers across the continent. Unauthorized foreign editions circulated in France (where permission \textit{was} required). In the mid-nineteenth century, bilateral copyright treaties such as the Anglo-French agreement of 1851 and the Franco-Belgian of 1852 would provide some relief to French copyright-holders. In 1886 the International Berne Convention for the Protection of Literary and Artistic Works replaced these treaties with a multilateral network of standard copyright practices, gradually eliminating unfair competition from European reprinters. The Netherlands did not ratify

\textsuperscript{16} Sprigge, \textit{Society of French Authors}, 37-8.
legislation conforming to Berne until 1912, making it the last European nation to join.\textsuperscript{17}

Throughout the nineteenth century, professional societies formed by French writers and publishers were the primary force behind the push for international copyright agreements. Their influence was behind the numerous bilateral treaties signed in mid-century and was at its height, but by no means at an end, with the drafting of the Berne Convention.

The Cercle de la librairie, formed by publishers and booksellers in 1847, was involved in copyright matters early in its history.\textsuperscript{18} Later, author Victor Hugo founded the Association littéraire et artistique internationale in 1878 expressly to promote an international copyright accord favourable to writers, artists, and other creators. In 1881, these two societies merged their efforts with some \textit{twelve} other associations of French newspaper and journal publishers, composers, music publishers, visual artists, photographers, architects, and industrial inventors. Of course, the Société des auteurs et compositeurs dramatiques and the Société des gens de lettres were among the members of this meta-association called the Syndicat des sociétés littéraires et artistiques pour la protection de la propriété intellectuelle à l’étranger.\textsuperscript{19}

The Syndicat’s proactive involvement was directly responsible for the drafting of the Berne Convention and its successful adoption around the world.\textsuperscript{20}

The worldwide prominence of the French language, along with the high esteem in which French arts, sciences, and culture were held, had created a large demand in Atlantic countries for works by French writers. Educated classes in Europe (and in North America)

\textsuperscript{17} The Berne Convention has been often misconstrued as an international “law,” when in fact no such thing could exist. It was a pact or accord under which individual nations agreed to draft copyright laws conforming to a set of mutually agreed criteria. For a list of signatory nations and dates, see World Intellectual Property Organization (WIPO). “Berne Convention for the Protection of Literary and Artistic Works: Contracting Parties.” http://www.wipo.int/treaties/en/ShowResults.jsp?lang=en&treaty_id=15 <30 Jun. 2009>.  
\textsuperscript{20} The ten original signatory nations were Great Britain, France, Belgium, Switzerland, Germany, Spain, Italy, Tunis, Liberia, and Haiti. Some two dozen countries in all had joined by the 1920s.
read all kinds of works in the original French language, whether in imported or locally produced editions. French works in English translation, especially fiction, became hugely popular. For these, British book publishers made direct arrangements with French publishers or authors (or with the Société des gens de lettres, if an author had chosen to delegate the management of translation rights to it.) British publishers also chose translators and arranged for serial or other subsidiary rights of the French properties they purchased. Often, the situation was reversed, and freelance translators were effective middlemen, purchasing rights from authors and negotiating publishing contracts in Britain and around the world. One such translator of many of Émile Zola’s works was Ernest Alfred Vizetelly, whose activities in this area are described in detail in the Speirs and Portebois’s edition of his correspondence with Zola.\footnote{Dorothy E. Speirs and Yannick Portebois, eds., \textit{Mon cher maître: Lettres d’Ernest Vizetelly à Émile Zola} (Montreal: Les Presses de l’Université de Montréal, 2002).} Book publishers and freelance translators were the main conduit for the transfer of French writers’ works across the English Channel and the Atlantic around 1880. Theodore Stanton offered French writers another option by expanding their opportunities in foreign periodicals beyond the serial publications of their novels that were written into book contracts. There were undoubtedly other foreign magazine representatives in France, who, like him, were making new contacts between French writers and foreign editors and publishers, but little is known about them. While Stanton had some contacts with British publishers and editors, his main literary business was conducted with publishers and editors in the United States.

\textbf{France and the United States}

In the United States, Francophone communities existed alongside readerships of educated Anglophone readers who read French. French books and periodicals were supplied to
libraries and booksellers by a legitimate import trade. Uncontrolled reprinting in French of French works had been going on as well for quite some time in Francophone communities in Louisiana and New England. Among Anglo-Americans, the rise of mass culture and publishing during the 1870s and 1880s created a huge, almost insatiable market for English translations of French novels and stories published in newspapers, magazines, and the cheap book formats that resembled them. In those sectors, the extent of unauthorized reprinting was vast, but it existed in book publishing as well. French writers and publishers were for the most part powerless to tap the enormous profits American publishers were earning on their copyrights. As in the case of the pre-Berne Convention European publishers who distributed French works outside France, in countries where no copyright protection existed for foreign works, the legal arm of the Société des gens de lettres de France could offer its writers no direct recourse against American publishers of reprints or translations. In the absence of a copyright treaty between France and the United States, American reprinters were breaking no law – French or American – under which the Société des gens de lettres could stop publication or seek damages. French authors’ associations were active in the push towards an international copyright law in the United States, which intensified after France and Britain had joined the Berne Convention.  

The United States finally protected by law the copyrights of foreign writers and publishers in 1891. The International Copyright Act, also known as the Platt-Simonds bill, but more commonly as the Chace act, after the senator who had first introduced it in 1888, extended American rights to foreign writers in select nations, those which gave reciprocal copyright protection to American writers. The United States had not joined the Berne

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22 A delegate of the Syndicat pour la protection de la propriété littéraire et artistique, the French politician and writer Count Émile de Kéra tryp was an important contributor to the American-international copyright bill. See Speirs and Portebois, Mon cher maître, 158.
Convention in 1886, and would refrain from doing so until a century later, because it favoured more restrictive stipulations. Berne provided automatic copyright protection for the published or unpublished works of foreign writers and other artists in all signatory nations, without the requirement of registration, legal deposit, or the re-publication of printed works. In contrast, American producers – cheap-book publishers and the powerful Typographer’s Union among them – opposed the granting of copyright to imported books printed elsewhere, insisting instead on the right to reprint foreign works using domestic manpower and resources. Books must be typeset in the United States or printed from American-made stereotype plates to be eligible for copyright protection. The Chace act also required an American publication date of foreign works seeking American copyright that was no later than that of the original edition. This meant that the publication of two transatlantic editions needed to be simultaneous unless an American edition could be produced first. This was seldom feasible, especially in the case of a translation. Further, the Act required the dispatch the same day of two complete copies to the Library of Congress for legal deposit. Not only was this an onerous procedure for foreign rights-holders to manage at a distance, they also risked losing the American copyright in the event of an error or delay. That restriction was loosened in 1909 to provide a thirty-day window in which to register copyright. After 1891, foreign writers complying with these conditions received copyright protection on the same basis and terms as American creators, for twenty-eight years from the date of publication, plus a one-time renewal term of fourteen years available to living rights-holders or their heirs. A maximum copyright term of forty-two years was potentially much

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24 In practice, this also meant domestic printing and binding. These stipulations were added expressly in the 1909 revision of the International Copyright Act.
shorter than the terms available to writers in Berne Convention countries in 1891, where copyright terms exceeded the author’s lifetime, but the new American legislation was considered an improvement over what had gone before, which was no protection at all.25

With the Chace act, foreign authors could reserve the right to authorize translations printed in the United States, a right American writers had won in 1870 for their own original works. An authorized translation, once domestically produced and copyrighted, received the same rights as an original work. More importantly for French rights-holders and American producers alike, a copyrighted translation excluded other translations of a foreign work in the United States in a given language. The 1886 Berne Convention also allowed authors to reserve the right to authorize translations, but limited that authorization period to ten years after publication of the original. In the United States, neither the 1870 or 1891 laws stipulated a time limit for authorizations. It is important to note that the American requirement of domestic reproduction, often referred to as the “manufacturing clause,” did not prohibit importation of foreign works. Books and periodicals printed in France could still be exported to the United States after 1891 as before (unless they contained American copyrighted material) but, as in the past, they went straight into the public domain. French writers and publishers continued to receive the proceeds of such sales of physical books to American booksellers. That trade could be quickly ruined if sales were at all good, however, because nothing prevented an American publisher from bringing out an edition in French if it were financially viable to do so. Any work that might be popular enough to be published in

25 A standard copyright term was not set out in the 1886 Berne Convention. Foreign creators were entitled to the same term of protection granted to citizens or residents in each member nation, and the terms varied: in France, it was the life of the author plus fifty years; in Great Britain and Canada, the longer of forty-two years or life-plus-seven years was the standard. In 1908 the Convention adopted the French standard of the life of the author plus fifty years. Member nations complied, but continued to decide when and how much to extend copyright terms beyond that minimum standard.
translation was also vulnerable. French rights-holders had learned well before 1891 to make early arrangements wherever they could for authorized American translations and American editions in French.

In the pre-Chace era (before 1891) there was some co-operation with French rights-holders on the part of American book publishers. Many American publishers paid royalties to foreign authors or entered into contracts with foreign publishers before they were required by law to do so. The larger, more established American houses also practised “courtesy of the trade,” a policy by which they did not infringe on their fellow publishers’ contracts. In interviews conducted by Theodore Stanton in 1890 for a Chicago newspaper, a number of French publishers gave their opinions on the importance of the United States passing the Chace act, which was before Congress at the time. Asked about his losses to unauthorized American reprinting, Félix Alcan, a publisher of philosophical works, explained:

The fact is that I don’t suffer much. Most of my books that are liable to be pirated appear in the International Scientific Series, of which Messrs. Appleton & Co. have the American copyrights, and the agreement passed between us protects both their rights in France and mine in America. […] Once, however, some years ago, the [unauthorized] appearance of an important medical publication of mine – a treatise on pathological histology – occasioned me considerable loss.26

Alcan went on to say that reputable American publishers such as D. Appleton were known to pay copyright royalties to authors of their own accord, outside of such standing agreements:

On the other hand, I should here state that an American firm remits every year to M. Paul Janet, member of the Institute, a share in the profits for bringing out a translation of his work, Les Causes finales.27

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Georges Masson, a French medical and scientific publisher, reported that he had not experienced great losses. He was indifferent to the forthcoming copyright bill, adding that he had benefited more from the recent abolition of American import duties for his type of books. His books, presumably in French and destined for a small, specialized readership, were evidently not as attractive to American reprinters or translators. Masson reported difficulties, however, with the unauthorized use of engravings from his magazine *La Nature* which were reprinted in *Scientific American*. The American editor had them copied from the French issues as they arrived in New York, not to economize, but to save time, or so he claimed, in spite of Masson’s offer of stereotypes of the images at a low cost. “This lame excuse for appropriating my [illustration] plates would no longer hold good had we a copyright treaty.”

The widespread American piracy of French (and British) writers’ works, especially novels, was at its peak in the cheap book formats published in the 1870s and 1880s. The Hachette firm, which published a large proportion of fiction titles, was at a particular disadvantage. According to its director Templier:

> Although unable to give figures, I may say that our losses are considerable. Every year a large number of reproductions in French and translations of our publications appear in America, for which we receive not one cent.

The established American literary magazines, some of which were owned by book publishers, such as the Harper’s and Scribner’s magazines were inclined to pay European authors for original articles instead of resorting to reprints or unauthorized translations. In 1890 Theodore Stanton approached Émile Zola for a contribution for the *North American Review*. Although the offer was a prestigious one which paid fairly well, Zola declined, expressing his feelings of hopelessness about the way the American copyright situation had

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29 Ibid.
been affecting his publishing prospects there:

Mais vous savez que je suis plein de scepticisme au sujet des affaires avec l’Amérique. Voici vingt ans qu’on m’annonce des affaires sérieuses et je n’en ai pas encore vu la queue d’une. On me vole là bas tous mes livres, voilà le plus clair.30

When Stanton renewed the subject a few months later, Zola put him off again, saying he was intent on finishing the Rougon-Macquart series and would much rather see one of those novels placed in an American magazine. Zola added: “Mais cela est impossible, je le sais.”31

After 1891, the ubiquity of French novels in translation dropped off sharply in the United States when most of the mass-market publishers went out of business.32 By the 1890s, American writers were already stepping up to fill that need, replacing translations with their own original works. The 1891 Copyright Act was not solely responsible for ending the widespread, unpaid appropriation American of French and British works by American publishers. The tastes of American readers were changing as early as 1884, when an American translator reported difficulties placing Zola’s novels as newspaper serials, saying: “Il y a très peu de journaux américains qui publient de longues histoires, et ils veulent des histoires américaines.”33 Ernest Vizetelly also had difficulty placing his decidedly British-sounding translations in American newspapers in the two decades to come. Finally, it has been stated by more than one observer that the pillaging of European authors’ works had

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30 Émile Zola to Theodore Stanton, 26 May 1890, Theodore Stanton Papers, Special Collections and University Archives, Alexander Library, Rutgers University Libraries, New Brunswick, NJ.
31 Zola to Stanton, 18 August 1890, Theodore Stanton Papers. Stanton did eventually get an original article from and a novel for Harper and Brothers. The details of those arrangements appear below, in chapter 4. At the end of the current chapter, a case study of some of Zola’s American publications illustrates some of the evolving constraints on transatlantic publishing between 1880 and 1900.
33 Nella Wiggins to Émile Zola, 22 Nov. 1884, Le Blond-Zola Collection, Émile Zola Archives, Joseph Sablé Centre for 19th Century French Studies, University of Toronto.
been so thorough by 1891 that it had exhausted French and British publishers’ catalogues.³⁴

French works remained a popular target for unauthorized translators. Even as late as 1914 the Authors’ League of America expressed an opinion about the field of translations: “There is probably no kind of literary production in which the producer of contraband wares is more active.”³⁵ Re-translation from other languages was a particular problem for French writers who sold translation rights for a foreign book or serial publication, only to have unauthorized versions in other foreign languages made from those editions. The Société des gens de lettres took steps in 1914 to address the issue by appointing agents in several countries.

France and Canada, The Crossroads of Transatlantic Publishing

In late nineteenth-century French Canada a great number of books and periodicals were still imported from France. Some of these went into the hands of educated Anglophone readers in French territories and across the Dominion. English translations of French works were supplied by British firms and circulated by Canadian houses that were little more than distributorships. Pirated French works from the United States in French and in English circulated in the French-and English-speaking regions of Canada. Unauthorized translations and pirated editions were produced in Canada as well. The potential revenues of some French fiction writers and publishers were further restricted in French Canada by the control the Catholic Church exerted on public life, with many French novels, such as most of Zola’s, listed on the Catholic Index of Forbidden Books.

After the Berne Convention came into effect, the Société des gens de lettres de France was able to bring some order to the complicated Canadian publishing scene. With the help of

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the French consul in Montreal and the journalist Louvigny de Montigny, president of the
Association des journalistes canadiens-français, the Société des gens de lettres de France sent
a strong message to Canadian reprinters and translators of French literary properties. It filed
suit against a Montreal publisher and won in 1906.\(^{36}\) Leading up to the decision was a three-
year international press campaign that raised public awareness and helped to bring about a
successful resolution.\(^{37}\) The interest on the part of Canadian journalists in helping their
French confrères wage battle for copyright was in preserving and strengthening French
culture in North America. They recognized that the publication of works by French-Canadian
writers was inhibited by domestic publishers’, editors’, and booksellers’ reliance on works
from France. They also realized that French copyright-holders should have been entitled to
automatic protection in Canada under Britain’s Berne legislation, passed in 1887. Canada had
been a colony of the British Empire since Confederation in 1867, but Canadian legislators
had been granted the power to enact domestic laws governing certain trade and local matters.
Some of those laws conflicted with Britain’s adherence to the Berne Convention. The 1875
Copyright Act, passed by a Canadian parliament that was heavily influenced by English-
Canadian publishers in Toronto, was a protectionist measure designed to inhibit the flood of
cheap, soft-cover books pouring in from the United States. Because most French books were
issued in soft covers, the 1875 Canadian act was especially detrimental to importers of

\(^{36}\) See Jacques Michon, “L’Association des journalistes canadiens-français et le droit d’auteur,” in Histoire de
l’édition littéraire au Québec au XXe siècle, vol. 1: La naissance de l’éditeur 1900-1939 (Montreal: Fides,
Étienne Roby,” on pages 422-4 in the same volume. SDGL member Jules Mary filed suit against Montreal
publisher Barthélemy Hubert, whose firm, La Compagnie générale de reproduction littéraire had reprinted
Mary’s ca. 1890 novel Tante Berceuse without permission. No trace of the Montreal edition or of its publisher
has yet been found.

\(^{37}\) For an account of the press campaign, as well as a description of the way the material form of soft-cover
French books was at odds with Canadian tariff laws, see my article, “‘La fin du pillage des auteurs’: Louvigny
de Montigny’s International Press Campaign for Authors’ Rights in Canada,” Papers of the Bibliographical
Society of Canada (Toronto) 43, no. 1 (Spring 2005): 45-64.
French books in Montreal. Publishers and printer-booksellers there felt justified in practising unauthorized reprinting for local distribution (which included proximate areas of the United States.) It was in the interest of reprint publishers in both parts of Canada to deny that the Berne Convention was in effect in Canada, for there was a thriving export business in pirated British works to the United States. Still, there was legitimate confusion over whether Canada needed to join Berne under its own name, which it had not yet done. This certainly contributed to the delay until 1906 in sorting out the matter. The case of Mary v. Hubert established the Berne Convention in Canada, ruling that the imperial law under which Britain had implemented the Berne Convention took precedence over Canadian statutes.

Retail conditions improved for French writers and publishers exporting books to Canada, but opportunities for new editions in French or translations into English that would have required a professional middleman did not develop. Until the mid-twentieth century, book publishers in both parts of Canada remained heavily reliant on the re-edition of French and British titles, and on British translations, and dealt little in foreign manuscripts. As well, the national literatures Louvigny de Montigny and the Association des journalistes canadien-français had helped to promote were slowly but surely coming into prominence. As in the United States, publishers and editors gradually came to prefer the contributions of native writers over material acquired from Europe.

**France: Middlemen**

The early presence in France of co-operative writers’ associations such as the Société des gens de lettres and the Société des auteurs et compositeurs dramatiques shaped writers’

38 A more satisfactory Canadian Copyright Act, passed in 1921, came into effect with Royal assent in 1924. Canada joined the International Berne Convention under its own name at the Rome Convention of 1928 and codified its provisions in Canadian law in 1931.

and composers’ relations with publishers and theatre managers and ended up, indirectly, defining the field for publishing middlemen. French authors’ societies offered a range of middleman services to their members, and still do. We recall that the Bureau de législation dramatique dating from 1777 (later the Société des auteurs et compositeurs dramatiques) employed agents in the provinces and in Paris to manage members’ interests. It negotiated performance rights, collected fees and monitored unauthorized performances. The scope of its power eventually extended to all playwrights, for all of their output, and to all theatres, although resistance from managers was predictably strong in the early decades. Members were bound to using the Bureau dramatique as a middleman and were not allowed to dispose of rights on their own. The Société des auteurs et compositeurs dramatiques succeeded in gaining absolute control over all theatrical copyrights, to the point where non-compliant theatres and playwrights who had quit the Society were blacklisted and left with ever-diminishing opportunities.

The Société des gens de lettres specialized in the area of subsidiary copyrights. Second or third publications of members’ works such as newspaper and magazine serializations were managed by “délégués,” or special member-agents. These delegates were remunerated for expenses, monitoring serials and handling contracts and payments. Members of the Society received a flat sum for signing over subsidiary rights to the Society. The Society, in turn, negotiated a price with purchasers, sometimes at a profit, then collected and applied revenues to its operations and pension fund accounts. As S. Squire Sprigge noted in 1889: “The Society, in fact, acts as agent and middle-man. It pays the member a fixed price, and gets what it can from the publishers and editors in excess of this.” Although it was

mandatory for members to sign over subsidiary rights to the Society, book contracts for first editions of new works continued to be negotiated directly and managed by writers and publishers. Many writers also dealt directly with preferred newspaper editors when they were co-ordinating the serialization of a new work with its first edition in book form. Writers then handed over the execution of such contracts to the Society to manage along with requests for further reprintings. Special delegates were available to advise on the terms of first-edition contracts for new works, and to arbitrate conflicts arising in those arrangements if requested. A translation bureau was created for foreign contracts, but its use by members was optional.

With a clear understanding of intellectual property and copyright firmly in place, contract standards were generally accepted by French writers and publishers. Even though they were not usually bound by an exclusive contract, French writers tended to have long-term, unmediated relationships with their publishers, and relations between them were mostly cordial by the end of the nineteenth century. As a result, a reliance on middlemen as negotiators or buffers did not develop in the French book publishing sector as it did in Britain. Émile Zola wrote of his “tender and steadfast” friendship for his publisher, Georges Charpentier, adding:

[T]outes les grandes maisons d’édition de Paris ont maintenant des rapports d’une entière correction commerciale avec leurs auteurs, basés sur une entente de plus en plus nette de la propriété littéraire.42

Good fences made good neighbours, in other words: a clear definition of literary property made the terms and limits set out in publishing contracts more specific, and abuses and misunderstandings were averted. There were exceptions, of course. More than one author was forced to take legal action, as in 1895 when Paul Bourget sued his publisher Alphonse

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Lemerre. The firm had been issuing Bourget’s collected works for twelve years and had refused to provide an accounting of print run numbers. The standard book contract in place by this time was akin to a royalty system of graduated profits, except that authors did not have to wait for sales figures to be tallied. Rather, they sold copyrights for a specified number of copies to be produced within a limited term. French publishers assumed the risk of anticipating sales and gauging what number would make a profitable print run, paying the author at the time of each production run based on the number of copies printed. Zola notes that the notion of risk formed Lemerre’s defence: the publisher argued that authors were not full participants in publishing agreements as they brought no “capital” to the table.43

Since the founding of the Société des auteurs et compositeurs dramatiques and the Société des gens de lettres, and into the twentieth century, the two societies, along with the Agence Havas, provided members and subscribers with such intermediary services as were necessary to regulate live theatrical performances and manage reproductions of authored literary properties in print media. James Hepburn’s observation that the Société des gens de lettres “dominated in the role of literary agent” for French writers requires a small clarification.44 It certainly did dominate in the one area of subsidiary rights to fiction in newspapers and journals. However, no full-service middleman such as Hepburn’s “true” agent – dedicated author’s representatives who negotiated primary book contracts in addition to managing subsidiary rights – was necessary or ever developed in France. Nevertheless, a comment made by American publisher George Haven Putnam in 1897 is puzzling:

> I understand that in Paris, the literary agent has, in the last few years, developed in importance. It is, however, in England that the literary agent has succeeded in convincing the largest group of authors of the value of his

43 Ibid.
44 Hepburn, Author’s Empty Purse, 37.
Perhaps Putnam was using the term “literary agent” to refer to the delegates of the Société des gens de lettres – the ones who monitored newspapers, not translations – who may have become more visible on the international stage in the 1890s. One middleman function of the Société des gens de lettres is an interesting foreshadowing of the methods of other Atlantic middleman professions which supplied newspapers and magazines. Fiction syndicates and literary or story bureaus, such as the ones started in the 1870s in Britain by Tillotson and copied by S.S. McClure and others in the United States, distributed letters, circulars, or catalogues to subscribing editors, who could choose and order serials and stories. Besides the *Chronique* that recorded the proceedings of the Society, the Société des gens de lettres also published a *Bulletin* that went only to members and editors of approved newspapers and journals. This publication was an advertising circular that promoted French writers’ published and upcoming work.

A second collective society of French writers was formed in 1893, which fulfilled the role played elsewhere by literary agents and other middlemen. The Société des romanciers français was created as a complement the Société des gens de lettres, in order to help producers of original works regulate publishing contracts, book prices, and translations. The earlier Society continued to deal with reproductions of already published works.

Claude Bellanger has pointed out the “considerable,” even “essential” role of

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45 Putnam, *Authors and Publishers*, 132. Putnam’s comments on France tend to carry more weight than a passing remark by a foreign publisher due to his position at the forefront of American international copyright reform, and because of his own extensive history writing. Besides his 1891 book on international copyright, he wrote about authorship in ancient times, on Vatican censorship, and on publishing in the Middle Ages.
journalism to the finances of French creative writers in the period from 1880 to 1914.\footnote{Claude Bellanger, \textit{Histoire générale de la presse française} (Paris: Presses universitaires de France, 1969-76): 277.} Like journalists, they dealt with editors directly in order to place articles or short stories, or placed material through the Agence Havas news agency. In journalism, as in fiction writing or the theatre, a single agency fulfilled a central intermediary role. The Agence Havas, founded in 1832, was not a writers’ collective, but a private concern which nevertheless earned increasing government subsidies over the years. The firm began by providing translations of foreign news to the French press, distributing printed sheets just as the British and American news syndicates would later do. In 1852 it merged with a competitor offering free news copy with the purchase of advertising. By 1870, Havas had increased its editorial activities, gathering much of its own news and adding literary pieces, serial novels and short stories to its offerings, some of which it purchased through the Société des gens de lettres.\footnote{Robert W. Desmond, \textit{The Information Process. World News Reporting to the Twentieth Century} (Iowa City: University of Iowa Press, 1978): 139-40.}

Other types of independent middlemen who eventually did emerge in France in the twentieth century were the result of increased transatlantic opportunities for French writers, playwrights, and publishers after 1900, when international copyright obstacles in the United States and Canada finally dissolved. Subsidiary rights for film adaptations, in France and abroad, became lucrative after 1918. Around 1900, the American Elizabeth Marbury was an official agent for the Société des auteurs et compositeurs dramatiques. She brought French plays to North America and around the world on a royalty payment basis through a string of international offices. She later represented writers of prose as well.\footnote{Hepburn, \textit{Author’s Empty Purse}, 73.}

French literary agents would be especially active in the area of acquiring foreign novels for French publishers, particularly after 1920 when the traditional westward
transatlantic flow of fiction started to reverse because of the international popularity of American modernist writers. Their success in France was largely due to another American, William Aspenwall Bradley, and his French wife, Jenny Serruys Bradley, two early literary agents based in Paris in the 1920s. William Bradley was a published writer and had been a manuscript reader and a European scout for three New York publishers. In 1923 the couple settled in Paris and began networking with American and British publishers and literary agents to introduce works issued in English to French publishers. They also placed French works with publishing houses in the United States and Britain, often through other literary agents. Like Theodore Stanton, William Bradley was honoured by the French Government. He was made a Chevalier de la légion d’honneur for his contributions to the cultural rapprochement of France and the United States, through his literary work as an agent and for his adaptations of French works and translations into English. Jenny Bradley collaborated with her husband on these and also translated numerous American works into French. When she retired in the 1970s, a widow by then, she passed the Bradley agency on to the Agence Hoffman, which was another pioneer in the business in the 1930s.

From its beginnings, the Hoffman agency was active in the area of subsidiary rights, arranging French publication of translations of British and American works. Michel Hoffman started the Agence littéraire et dramatique internationale in Paris in 1934. The “dramatic” area of Hoffman’s services refers not to theatrical performances, which continued to be managed by the Société des auteurs et compositeurs dramatiques, but to adaptation rights for screenplays and radio scripts of works first issued in print. These included foreign works and

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French literary properties of members of the Société des gens de lettres. Like the Bradley agency, the early Hoffman firm, though independent, functioned almost as an agent of foreign publishers and other literary agencies. Much of the business concerned the French rights to foreign novels.\textsuperscript{53} The literary agents of the Hoffman firm would become author’s representatives in time, and go on to represent directly, in France, a number of prominent American authors including John Steinbeck and Henry Miller. The agents specialized in subsidiary rights for these authors, but, due to the language barrier, were involved in first-edition contracts with French publishers.\textsuperscript{54}

Relations between most French authors and the publishers of their manuscript works remained close throughout the twentieth century, obviating the need for middlemen in their contract negotiations. For French literary agents today, the emphasis on incoming rights for foreign works to be translated for French markets that began in the Bradleys’ time continues. According to Georges Hoffman of the present-day agency, exclusive representation of foreign authors remains important as well:

\begin{quote}
En France, les écrivains à succès n’ont pas l’habitude d’avoir recours aux services d’un agent littéraire. […] Aussi, l’activité principale des agences littéraires établies en France est-elle la représentation d’œuvres étrangères dont ils détiennent les droits par des accords de représentation exclusive.\textsuperscript{55}
\end{quote}

For placing their works outside France, late-nineteenth-century French writers relied variously on publishers, the Société des gens de lettres, or freelance translators, as well as middlemen like Theodore Stanton – editors, publisher’s representatives and scouts – and foreign literary agents.

\textsuperscript{53} Fonds Hoffman / Bradley, C03B04D05, Institut mémoires de l’édition contemporaine (IMEC), Abbaye d’Ardenne, France.
Great Britain: Domestic and International Conditions.

Britain’s historical approach to intellectual property and the evolution of its copyright laws reflect a different balance between moral rights and social rights than in France. While moral rights tend to favour the creators of texts by supporting the notions of authored intellectual property and absolute, perpetual control of copyrights, social rights ensure the public’s free access to information while encouraging the growth of commerce by limiting monopolistic control of published texts. In turn, the recognition of authors’ moral rights ultimately reaped a social benefit by encouraging authors to create and publish. By the late nineteenth century, the British book trade’s struggle to balance these ideals had resulted in an industry in which legal copyright limits and contract standards had combined in such a way that they benefited publishers much more than writers. British writers chafed under unsupportive laws and unfair book trade practices until the late nineteenth century, when they finally organized as the Society of Authors in 1884. The professional literary agent allied himself with them and became an important contributor to writers’ and publishers’ reworking of their professional relationship.

When printing began in England in 1476, the concept of authorship was not yet perceived the way it would be in later centuries.56 Books were made to order, and their “creators” were anonymous scriveners or compilers of material. Writers lived by patronage or by other means than writing. The system of royal privileges to print, or Letters Patent, developed in the early sixteenth century, as it had first in Italy and then France. In sixteenth-century England, exclusive privileges were awarded to printers for certain kinds of printing.

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56 The name “Great Britain,” in use since 1604 and formally adopted in 1707, referred to the union of England, Scotland, and Wales. For dates after 1801, references in this study to “Britain” or “British” should be taken to mean the United Kingdom of Great Britain and Ireland. This part of the study deals primarily with the history of a publishing trade that was centralized in London, England, and references are to “England” when appropriate.
or genres of texts. In 1557 the Worshipful Company of Stationers of London, the trade guild of the book industry, was awarded a monopoly by the Crown on all printing and bookselling in the kingdom. In return, the exclusive control over the book trade exercised by the Stationers helped authorities to monitor presses for reasons of political and religious censorship. Licences for individual book editions were issued by the Stationers, and records of these early copyrights were kept in its Register. (This system gradually absorbed that of royal Letters Patent.) Once a work was registered, it was seen as the property of that printer for ever, with no regard for the text’s provenance. Penalties for reprinting were nominal, and this may have been the Achilles’ heel of the Stationers’ system, as rampant piracy in London and around the country undermined the concentration of authority that had helped printers and booksellers to remain all-powerful through most of the seventeenth century. The Plague and the Great Fire of London also took their toll on the industry in the 1660s. As literary works became more identifiable as products of individual authorship, writers were able to sell manuscripts and journalistic copy. In this way, they asserted ownership of their texts in practice, while copyright laws were still in development. Authors’ claims became harder to ignore, and both sides saw the need for national legislation.57

The Stationers’ monopoly on deciding what works were printed, and by whom, ended with the passage of Britain’s first copyright law:

An Act for the Encouragement of Learning by vesting Copies of printed Books in the Authors or Purchasers of such copies during the Times therein mentioned.58

Known as the Act or Statute of Anne, it came into effect in 1710, after which time the

58 Ibid., 16.
Stationers kept up the Register but no longer had official status, reverting to a trade association that continues to this day. The guild was still powerful enough prior to 1710, however, to influence copyright law in its favour. The theory that increased profits for the book trade would automatically trickle down to benefit public education was a convenient argument. Prosperity thus trumped authors’ rights which, printers and booksellers protested, would inhibit circulation.59

The Statute of Anne went only so far to define intellectual property. It allowed that a literary creation could be considered property and established the author as the owner. Writers had the power to originate contracts for their “copies” – copyrights – with “Purchasers,” or booksellers. In spite of this, the act’s focus was on protecting financial investors in actual, manufactured books, relegating the author’s role to one of a provider of raw material. A hard-fought concession to authors that they had an inalienable natural right under common law to control further reproductions of their published works, their “undoubted property,” was removed from the final draft of the legislation.60 The Statute of Anne limited copyright protection to a term of fourteen years. Upon expiry of the first term, a living rights-holder could renew the copyright for a further fourteen years. Either copyright term expired with the death of the copyright-owner, leaving authors’ dependants vulnerable.

Booksellers interpreted the law in a way that helped them maintain the status quo of perpetual copyrights, arguing that a copyright, once purchased from an author, became a bookseller’s possession under common law and was thus perpetual. The fourteen-year copyright limit set by the Statute of Anne in 1710 was designed to ensure that a post-copyright work would enter the public domain and be more freely available, but booksellers

59 Ibid., 29.
chose to ignore this logic. They accepted limitations on copyrights which were still in the
posssession of authors, but not on their own copyrights. By continuing to insist on purchasing
copyrights outright, booksellers maintained the upper hand. The question of the time limit on
authors’ copyright was rendered moot, because authors could not in practice regain control of
their copyright once it was sold, and the remaining term was lost to them. A court ruling in
1774 ended perpetual copyrights for booksellers and put original and transferred copyrights,
and thus writers and publishers, on an ostensibly equal footing under copyright law. But
conflicts continued. When booksellers were forced to enter into profit-sharing agreements to
obtain the manuscripts they needed, ample opportunities were exploited to present
incomplete production records and murky accounting of sales to authors. Such trade practices
fuelled another century of bitter resentment and strained relations.

British writers continued to struggle within the trade for a larger stake in their
copyrights and more transparent practices. Legal rewards were slow to come, however, and
recognition of authors’ moral rights stayed out of reach for centuries. Not until 1810 was
there even a statute allowing rights-holders to seek damages for copyright infringements.
Piracy had remained a severe problem until then. Authors’ control of copyrights was
strengthened in 1814 when the term of protection was set at twenty-eight years or the life of
the author, whichever was longer. More important, they gained the right to assign copyrights
to an inheritor, in the event of death before the end of the term. The terms were revised in
1842 to the longer of forty-two years or the author’s life plus seven years. Nineteenth-century

61 Ibid, 92, 94. Feather points out that the British book trade had relied heavily on reprints of their inventories of
copyrights of deceased authors. When these post-copyright works were thrown open to competition with the
1774 ruling, finding new works to publish became important. This gave rise to the independent publisher not
directly involved in printing and selling books.
62 Ibid., 209. An entirely new Act in 1988 finally brought British copyright law into full compliance with the
original spirit of the Berne Convention. It was based on creators’ moral rights to intellectual property rather than
the regulation of physical reproductions.
British authors could not induce Parliament to improve on this term until a standard of life-plus-fifty years was mandated by the 1908 Berlin amendment to the Berne Convention. The new standard was applied in Great Britain by the greatly revised Copyright Act of 1911.\footnote{Bonham-Carter, Authors by Profession, 43, 73, 168.}

Probably more influential, then, on nineteenth-century differences in Atlantic copyright laws than national approaches to moral and social rights \textit{per se} was the fact that French authors benefited from a fresh start after the 1789 Revolution, when the legal system was completely revamped by a new Legislative Assembly. This happened at a time when writers and playwrights had already achieved considerable social recognition and were gaining power in relation to the producers of their texts. Thus French creators, not producers, were in an influential position to draft the first copyright laws there. British laws, in contrast, were modified gradually from their early beginnings in a similarly producer-centred book trade, but without a radical shift such as the Revolution caused in France. In 1710, when authors were not as strong or organized, British booksellers were able to gain an early and lasting legal advantage by influencing the first domestic copyright law, the Statute of Anne, to meet their own needs.

With the addition of British statutes regulating colonial and international copyright and customs matters after 1838, the interpretation of conflicting laws and revisions brought new problems to writers and publishers, as in the case of Canadian laws conflicting with British statutes and protecting literary piracy in Montreal. Additionally, earlier copyright statutes not expressly repealed were considered still in force even after the 1842 law was passed which should have consolidated them. As a result, current and earlier versions of no fewer than ten copyright and customs acts needed to be integrated in trade practices between
1838 and 1855, and those of four acts between 1875 and 1886.64

The concerns of dramatic authors had not been addressed in eighteenth-century copyright laws in Britain as they had been in France. Playwrights formed the Dramatic Authors’ Society in 1832, inspired by the recent French example. They attained two important goals in the Dramatic Copyright Act of 1833: performance rights were protected along with publishing rights, and the term of copyright was set at the longer period of twenty-eight years or the playwright’s lifetime.65 The Society acted as a middleman, licensing theatres and collecting fees through agents around the country, then distributing payments to members. It continued its work as sub-committee of the Incorporated Society of Authors after 1884. The status of dramatic adaptations of prose works, in contrast to original plays), was insufficiently addressed in the 1833 and 1842 copyright laws, in that only publishing rights were regulated, not performance rights. Thus the problem of unauthorized adaptations for the stage persisted for novelists.66

Strong differences of opinion between groups of writers and publishers are apparent in accounts of the long succession of British copyright laws. Authors seem to have had difficulty agreeing among themselves for very long. They formed numerous professional associations that were to be short-lived. An early writers’ co-operative venture for self-publishing, founded in 1736, lasted only a dozen years. Victor Bonham-Carter has counted eight more authors’ associations, most of them dating from the early nineteenth century when a “spate of projects and enterprises of a very mixed sort” sprang up.67 The majority had to do with self-publishing rather than influencing copyright law and trade practices. A notable

66 Bonham-Carter, Authors by Profession, 214-5.
67 Ibid., 119-20, 226-7.
exception was the first Society of Authors, formed in 1843 to deal with the application of new copyright law and to combat foreign piracy. Lacking a strong central vision or leader, that association never got off the ground. British poet and critic Edmund Gosse suggested that the British temperament was to blame for writers’ inability to organize effectively:

Here in England all composite movements are apt to be thwarted, if not entirely checked, by two fine insular virtues pushed so far as to become vices – that is to say, by the morbid independence which makes it impossible for us to walk à la queue, and by the morbid modesty which forbids us to think that anything the existing generation does can be worth consideration or protection. The original attempt, in which the first Lord Lytton and Mr. Carlyle were engaged, to form an incorporated society of British authors, failed from these two errors of national character; the very members of the committee could not agree on a common course of action, or feign any sort of interest in one another’s literary property. Perhaps we may succeed in being more unanimous this time, if we observe that they order these things better in France.68

Gosse went on to acknowledge that the French Société des gens de lettres had had its share of disagreements within its ranks in the early days as well.

The fact that the later society, the Incorporated Society of Authors founded in 1884, succeeded as well as it did is clearly due to the assertive leadership of its founder, Walter Besant. He promoted a more comprehensive agenda, addressing abuses in domestic contract practices along with copyright reform. The Society of Authors’ three stated aims were: “(1) The maintenance, definition and defence of literary property; (2) the consolidation and amendment of the laws of domestic copyright, and (3) the promotion of international copyright.”69 The first agenda was an effort for a greater general recognition of moral rights that would help to advance the other two. With the second, longer copyright terms and more limited leasing arrangements for copyrights would allow authors to improve financial returns from subsidiary and foreign rights. The third aim of international copyright agreement would

reduce transatlantic piracy and open up legitimate opportunities in the United States. The Incorporated Society of Authors drew its membership from novelists and other fiction writers, although Besant expressed a wish to widen the membership to include journalists “proper” and non-fiction writers such as scientists and clergymen.\textsuperscript{70} Besant, however, passed away in 1901, and British journalists formed their own association in 1907.

The Society of Authors’ daily function was to advise and support members in legal and contractual matters. It developed a pension fund and set up a manuscript reading and advising bureau that charged user fees to members, but that service was not continued.\textsuperscript{71} The Society did agree to conduct business on behalf of any author wishing to self-publish, but did not set up a permanent representation or collection agency such as that of the French Society on which it was modelled. The Society of Authors’ one attempt at licensing a literary agency was unsuccessful. William Morris Colles, the Society of Authors’ legal counsel, started the Authors’ Syndicate in 1889. It was independent of the Society per se, but it served only Society members. It started by placing serial rights and went on to conduct a range of literary transactions on behalf of members, for a commission.\textsuperscript{72} The Syndicate’s decline and eventual failure in the early 1900s have been attributed to Colles’s poor knowledge of literary markets and prices.\textsuperscript{73}

By the time the Incorporated Society of Authors was created in 1884, professional middlemen such as W.F. Tillotson and other newspaper syndicators, as well as A.P. Watt and other early literary agents, were already active. Publishers accused the Society of Authors of

\textsuperscript{70} Walter Besant, \textit{The Society of Authors. A Record of its Actions from its Foundation} (London: The Incorporated Society of Authors, 1893): 33.
\textsuperscript{71} After 1911 when copyrights were extended to fifty years past the authors’ lifetime, the Society set up a Collection Bureau which helped manage members’ literary estates on request. Bonham-Carter, \textit{Authors by Profession}, 168.
\textsuperscript{72} Ibid., 167.
\textsuperscript{73} Hepburn, \textit{Author’s Empty Purse}, 55-6.
somehow creating or introducing the unwelcome middleman into their affairs, but James
Hepburn’s observation seems correct that the sorry state of authors’ rights as of the 1880s
and the Society’s focus away from day-to-day agency simply left a sizeable gap that
middlemen effectively filled. As Hepburn has explained, “Had the Society come into
existence earlier and had its own literary agency been more competent, the role of the
independent agent might not have proved so dominant.”74

The initial efforts of the Incorporated Society of Authors were concentrated, not on
agency service or publishing, but on healing the centuries of resentment and hostility that had
divided writers and publishers. According to Besant, the first, short-lived Society of Authors
of the 1840s had evaded the unpleasant truth about generally unfair contract standards and
some publishers’ sharp practice.75 His more direct approach held every aspect of writer-
publisher relations unflinchingly up to the light:

What we have done is to throw light – always more and more light – into
every part and every detail of our own business. We have enabled authors,
in a word, to meet men of business as men of business.76

Secretary S. Squire Sprigge’s comments underline how urgent was the need for reform:

No one has ever denied that the relations of author to publisher are in the
most unsatisfactory condition possible. There are no fixed principles; there
has never been any attempt to decide on what principles of equity books
should be published; there are twenty different methods of publication, not
one of which has been ever advanced on the grounds of justice and fairness
to author and publisher alike. Not only are there no fixed principles, but the
trade of publishing is infested and brought into disrepute by persons who live
by preying upon the ignorance and inexperience of authors, plundering them
in their agreements and cheating them in their returns.77

74 Ibid., 43-4.
75 Bonham-Carter, *Authors by Profession*, 82.
77 Samuel Squire Sprigge, *The Methods of Publishing* (London: The Incorporated Society of Authors, 1890):
105. Page numbers refer to the second edition, 1891.
In 1887 the Society held a series of talks on problems of authorship and publishing. A collection of the essays as well as a book series followed, detailing the methods of publishing, the costs of production, printing rules, and aspects of authorship. The series included Sprigge’s history of the French authors’ society. Publishers objected to what they saw as a strident, unprovoked attack by authors. A vehement debate raged in the *Times*, in literary periodicals, and in the Society’s journal, *The Author*, edited by Besant, but the force of undeniable truth and the fact of authors’ solidarity under Besant’s strong leadership finally won lasting change. Publishing contracts became mutually acceptable with the adoption of the American royalty system. The revamped Copyright Act of 1911 established creators’ undoubted control of all uses of their work. As well, it tied copyright to the authors’ life and extended the term to fifty years after death, bringing Great Britain in line with France and other Berne nations.

Among the first areas the Society of Authors addressed was the type of contract used in book publishing. Advance-against-royalty contracts were common in the United States by the 1880s. The merits of such contracts were introduced to British authors by American publisher George H. Putnam, as part of his keen interest in transatlantic publishing matters. Under the royalty system, authors received a ten- to fifteen-per-cent portion of a book’s sale price. Publishers paid out a sum in advance up to the estimated total of the author’s share. Print run numbers and production and promotion expenses were at the publisher’s discretion and cost. An author’s profit was no longer calculated on a publisher’s expenses, as in former cost-and-profit-sharing agreements that had fallen into disrepute. By 1891, British publishers were adhering to the old half-profit system less and less. As Sprigge observed: “The really

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78 The lectures were published by the Incorporated Society of Authors as *The Grievances Between Authors & Publishers, Being the Report of the Conferences of the Incorporated Society Of Authors Held at Willis's Rooms, in March, 1887: with Additional Matter and Summary* (London: Field & Tuer et al., 1887).
first-rate firms no longer do so. The snake is scotched, not killed.”79 Authors required a
professional middleman as a skilful negotiator for these more complex types of contracts, as
well as a businesslike representative who was capable of interpreting publishers’ sales and
royalty statements, once the books were opened to authors.

Book contracts began to limit subsidiary rights more specifically. The literary agent
had shown that he could sell serial rights to a novel many times over in different regions, and
could devote more time to the effort than the book publisher. Publishers usually kept fifty per
cent of the proceeds from sales of serials or translations when a request came their way. They
generally did not pursue subsidiary opportunities systematically on an author’s behalf,
although Canadian and American editions of a book were often within the publisher’s
purview to arrange. For translations as well as domestic and international serial rights to a
novel, the literary agent’s devoted effort for a commission of ten per cent was the better
alternative. The potential to exploit such subsidiary rights in other countries, in a variety of
existing and new media, grew steadily from the mid-nineteenth century under the protection
of international treaties.

Great Britain and Continental Europe

The practice of unauthorized reprinting of British copyright material in other European
countries was stemmed by the Anglo-Prussian treaty in 1846 and the Anglo-French
Convention of 1851, along with a network of other European treaties.80 Continental English-
language editions of British works had been published by the Galignani firm in Paris since
the beginning of the 1800s. The low price of their editions enabled Galignani to flood British
and colonial markets, causing great losses to British writers and publishers. When

79 Sprigge, Methods of Publishing, 47.
80 Feather, Publishing, Piracy and Politics, 162.
Galignani’s “counterfeits,” previously legal, became suddenly illegal with the French copyright law of 1852 incorporating the Anglo-French treaty, they were sold off, and the firm pursued its other interests of original publications and its newspaper, for which Theodore Stanton would work in the 1890s. Thereafter, a very successful catalogue of English-language books was issued under licence of British rights-holders by Bernhard Tauchnitz in Leipzig, a firm which had been paying royalties to British authors since the early 1840s, in advance of the Anglo-Prussian treaty. The Berne Convention of 1886 brought Britain and other European countries into closer accord, eventually ending unfair competition in foreign copyrighted works in Europe.

Great Britain and the United States

British writers and publishers faced similar difficulties in transatlantic matters to the French because of the refusal of the United States to sign any international copyright treaties before 1891. Problems concerning the logistics and legal status of translations were fewer for obvious reasons, but the unauthorized reprinting of British works was perhaps even more ingrained due to the shared language and colonial heritage of the two nations. British writers, beginning with Charles Dickens, had been petitioning American authors and publishers since the 1830s to change the mentality within the trade that encouraged piracy, and to influence legislation. In the United States, imported British books were expensive, being originally published in sets of two or three volumes in order to satisfy the lending libraries that were

83 Great Britain’s history of copyright and authorship in regard to Canada has been ably documented by George Parker and others. The problems of British copyright-holders in the United States Parker describes is worth examining for parallels and contrasts to French concerns at the time.
84 See Donald Sheehan, This was Publishing: A Chronicle of the Book Trade in the Gilded Age, (Bloomington: Indiana University Press, 1952): 69-74.
important purchasers of books in Britain until the 1890s. For American readers, reprints of British books in more affordable formats were a better alternative to imports. A reliance on reprinting of foreign works was often the only financially viable option for American print producers. Reprinting was tied to notions of social good, to public education and the stimulation of trade. Series of cheap books boasted “the finest in European literature” for which no contracts were made with authors, most of whom were British, and a high proportion of whom were French. American reprints of British copyright material easily found their way into Canada, and these were illegal under the British copyright act of 1842. Canadian reprinters plundered both British and American works.

As with French books, the problem of American piracy of British works before 1891 was concentrated in popular works of fiction. However, when a work of any genre was not expected to be popular enough in the United States to invite piracy or profitable enough to warrant re-setting the type for an American-made edition, British publishers were still free to send books to the United States for uncopyrighted distribution by American firms. The point to remember is that American typesetting and manufacture were a pre-requisite for obtaining American copyright, but American copyright was not pre-requisite for putting a book on the American market. Even after 1891, because books for which no copyright protection was sought were not subject to the statutes requiring American manufacture, British publishers continued to supply, as before, electrotype or stereotype plates for re-use, or they shipped bound or loose-sheet editions with the distributing American firm’s imprint. These were the methods used for the majority of books, for which the risk of unauthorized duplication was

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low. This fact has been overshadowed by the popularity of fiction, the prominence of successful British novelists, and the familiarity of their public campaigns for American copyright protection for all their works. According to New York publisher Frederick Stokes, “Most American publishers were large purchasers of editions of English books, chiefly in sheets to be bound in this country.” With so many books being supplied in this fashion, and no translations to arrange, there was little need for British middlemen to get involved directly in American book publication before or after 1891. Literary agents who represented British authors usually negotiated contracts for both transatlantic editions at once and received the American proceeds through the London house. Publishers in English and French Canada published very little original material; most of it came from British or French houses.

As in the case of French works reprinted in the United States in the pre-Chace era, the system of voluntary payments and trade courtesy practised by many American publishers helped matters in the absence of foreign copyright protection of works which were likely to be pirated. Even a contract was not always a guarantee of full payment, however:

The English literary world still remembers well an American gentleman who made many purchases in this country. He paid very little in advance, as a rule, but his royalties were calculated on the most liberal scale. The result was, as a rule, bitter disappointment. One novel which is said to have sold 50,000 copies in America has up to the present hour returned to the writer exactly £25. Here the literary agent has proved invaluable, and it is difficult to see how his aid can be dispensed with.

The literary agent was not, however, suddenly deluged with transatlantic business after the passage of the Chace act in 1891 gave such British-American contracts legal weight. Close ties had long been established between British and American publishing houses, as a way to take advantage of American publishers’ system of trade courtesy. Much transatlantic literary

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business in the book sector continued to be conducted by publishers, whose standing agreements continued. Additionally, as early as 1865 the British houses of Cassell & Co., Nelson, Routledge, Macmillan, and others established branches in New York. These began as distributorships that enjoyed “a large and prosperous business” importing from the parent company “a long list of books of English manufacture.”

An author who was published by a British house without affiliations in the United States benefited from the literary agent’s knowledge of the American market. According to William Robertson Nicoll, editor of the London *Bookman*:

> Another impulse to the literary agency was the Copyright Act with America. Authors who contrived to transact business with their own publishers at home found themselves utterly confused and baffled when they had to deal with America. They did not know where to take their wares, they could not tell what terms would be reasonable, and, above all, they could not enforce payment.

The same was true when it came to placing material in greatly expanded periodical markets in North America and Britain.

In Walter Besant’s guide for writers, *The Pen and the Book*, published in 1899, the author estimated the number of “literary workers” in Britain at around 20,000. (He meant writers, not including middlemen like Theodore Stanton engaged in intermediary “literary work.”) Besant’s estimate also did not include full-time journalists working at daily newspapers (dailies numbered around 2,500 in all of Britain at the time) but estimated that for all branches of creative, scholarly and technical writing:

> To produce and publish the works of this multitude there are in London, over four hundred publishers, […] twenty-five daily papers: fifty weeklies: and over seventy monthly papers and magazines to engage the flying pen.

Great numbers of writers found outlets in newspapers and magazines, where there was a

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89 Stokes, “Publisher’s Random Notes,” 21.  
large market for serialized fiction and for general-interest articles. Cheap books published in parts, known as penny dreadfuls, along with penny miscellanies or penny weeklies became hugely popular after 1880, when George Newne’s *Tit-Bits* attracted a number of imitators. These mass-market formats employed hordes of writers.92 The short story was largely an American phenomenon, according to British literary agent A.P. Watt:

> The short story idea has not – to use a slang expression – caught on. I could mention several periodicals which were last year publishing short stories and which have now taken to the long ones again.93

British writer Arnold Bennett agreed in 1903 that it was “impossible to make a living on short stories alone in England.”94 According to literary agent Michael Joseph:

> Generally speaking, the agent is more useful to the established author […] the beginner would do better, I think, to approach at any rate editors direct. Most writers embark on short stories or articles to begin with, and with work of this kind, it is not of much advantage to employ an agent, at any rate at the early stages of the writing career.95

Writers knew how to tailor their work to suit the targeted magazine. Those writers who contributed only to periodicals easily managed their own sales to editors. From 1873, William Frederick Tillotson’s pioneering newspaper syndicate bought original fiction material from all kinds of writers, even the most successful novelists, and distributed their work under licence to editors everywhere in the country.96 The Tillotson syndicate placed many of these works in the United States and Canada through S.S. McClure after 1884, before opening a New York office in 1888.97

**Great Britain: Middlemen.**

In Britain, the middleman professions that came to serve writers and publishers so effectively

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93 F.W., “Interview with Mr. A. P. Watt,” 21.
96 Law, *Serializing Fiction*, 64.
97 Ibid., 74.
originated in the periodical sector. Local news agencies, which grew out of periodical advertising sales, supplied all kinds of material to newspapers from the 1820s. Tillotson’s was the first syndicator to specialize in fiction, and by 1875, the firm had four major competitors. According to Hepburn, the newspaper syndicates, as opposed to news agencies which handled mostly news content at the time, were known as “literary agents” until the beginning of the twentieth century. Graham Law has traced the “retrenchment and decline” of the Tillotson firm after 1890. Too many competing firms had entered the field, and more and more writers became clients of the three prominent literary agents in London by 1900. Syndicates were dealing with more writers through their agents and the situation became a case of “too many middlemen scrambling in the space between author and publisher.” By the time Tillotson’s closed its doors around 1935, literary agencies and expanded news agencies had absorbed much of the business previously handled by the fiction syndicates. A wide variety of literary advice or reading bureaus continued to exist, as they had for almost a century. Such firms charged a fee in advance for critiquing or forwarding manuscripts. While many of these firms provided valuable editing and typing services, others had fraudulent motives and preyed on the hopes of beginners.

Writers who were successfully producing different kinds of texts for various media needed a specialist who combined the roles of adviser, agent, and manager, one who understood domestic and international markets, prices, and procedures in book and periodical publishing sectors, as well as those of dramatic adaptations. Towardss 1880, A.P. Watt

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98 Hepburn, *Author’s Empty Purse*, 32.
99 Ibid., 37.
100 Law, *Serializing Fiction*, 84-91.
101 Ibid., 90.
102 Transatlantic middlemen in the field of original theatrical works were long in existence by that time. The current firm of Samuel French, Play Publishers and Authors’ Representatives, was founded as an Anglo-American collaboration in 1830. See Samuel French London, “Samuel French 1830-2005: 175 Years of Play
was the first to merge those needs into the multifaceted service model of the modern professional literary agent. Watt was alone in the field until well into the 1890s. He and his later competitors were caught in the crossfire between writers and publishers. While some publishers welcomed him as a necessary business professional and preferred dealing with him over authors, others reviled the new middleman, and in highly offensive and personal terms, accused the Society of Authors of wielding this “excrescence” as a weapon, even creating him for the purpose. Nothing was further from the truth:

The Society […] has had nothing to do with the creation of the literary agent. It does not act as agent, is precluded by the laws of its constitution from acting as agent or having anything to do with agency, and it could not extinguish agents even if it desired so to do. The agent has been produced by the growth of English-speaking population in the world and the spread of education amongst the masses.

The Society of Authors, and Besant in his capacity as editor of *The Author*, were extremely cautious about literary agents at first. Not only were authors protective of their newly declared independence from publishers, but the profession of literary agent, in its infancy, was predictably rife with fraudulent operators (recalling some publishers deplored by Sprigge and the variations on the manuscript reading bureau mentioned above). Legitimate literary agents nonetheless forged a role that was useful to writers and publishers alike. Besant himself had been a very satisfied client of Watt’s since 1884, a decision which had given him freedom from money anxiety” by saving him “the intolerable burden of hawking my own

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103 British publisher William Heinemann objected vigorously to literary agents’ interference between authors and publishers in first-edition contracts but he was one of the first publishers to use literary agents for managing British subsidiary rights and foreign arrangements. Heinemann, “Middleman as Viewed by a Publisher,” 663. New York publisher Henry Holt agreed with Heinemann, but injected a more reasoned tone into the discussion of literary agency. Holt, “Commercialization of Literature,” 577-99.

104 “The agent is an unpleasant excrescence on literature.” “The Society […] has introduced that parasite, the ‘literary agent,’ who has the Society’s especial blessing.” T. Werner Laurie, “Author, Agent and Publisher: by One of ‘The Trade,’” *Nineteenth Century* 38, no. 225 (Nov. 1895): 851-2.

105 Conway, “Society of Authors: A Reply,” 976. The fact that the Society was already distancing itself from Colles’s Authors Syndicate is apparent.
wares.”106 Furthermore:

I have lived in perfect amity with my publisher; yet this writer [publisher T. Werner Laurie] pretends that the agent destroys such amity. He does not. He makes friendship possible, because he makes it possible for publisher and author to respect each other as honourable men.107

The British literary agent was the catalyst that helped authors deal with publishers on a new footing of trust and mutual respect. Authors had asserted their rights through the Society, but it lacked a business arm to put their ideas into practice in any cohesive way, as the French society had done in 1838. The literary agent provided this necessary link within the trade.

It does not seem coincidental that A.P. Watt, the first successful literary agent in the modern sense, had come from a publishing house (Alexander Strahan, his brother-in-law’s eponymous firm). There, he had been employed as a reader and in a clerical role of some responsibility and gained knowledge of the literary and business workings of publishing. Afterwards, Watt became familiar with the periodical sector as an independent advertising agent. A cultured, genteel man educated in letters, he was able to command the respect needed to obtain royalty contracts and fairer terms from publishers on behalf of authors.

According to American publisher G.H. Putnam in 1897:

[It is] in England that the literary agent has succeeded in convincing the largest group of authors of the value of his services, and with the aid of the valuable influence of the Society of Authors, and of its journal, The Author, the agent has, during the past few years, secured an increasing proportion of the business of British writers, principally that of fiction.”108

Watt pointed out that he did not confine his business to fiction writers, numbering works by political economists and the like among properties he represented.109 The multiple opportunities for subsidiary publications of works of fiction certainly accounted for a larger

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107 Ibid.
volume of work for Watt, however.

Putnam’s comments somewhat overestimate the Society’s official acceptance of the literary agent. The Society proposed a standard literary agent agreement in 1915, with a preface that indicated that Watt was still sharing the field with dubious middlemen:

The Committee desire to impress upon authors that it is advisable that they should consult the Authors’ Society before entrusting their business to an agent. There are good agents who are in every way desirous of furthering the interests of their clients; but it must not be forgotten that persons with no qualifications whatever or no financial stability may style themselves as agents. In all cases enquiries should be made of the Society which is in possession of information that will enable authors to form an accurate estimate of an agent’s status and capability.110

Watt and the other legitimate agents persevered, working on behalf of American publishing houses as well. For example, Watt represented the British interests of Houghton, Mifflin & Co. of Boston: “I am their agent, and manage all their business on this side.”111

The literary agent became extremely influential in British publishing, especially in the area of original works of fiction. Mary Ann Gillies has shown the way A.P. Watt established the agency model, creating a “template” for the modern professional agent. He specialized in serial and other subsidiary rights, working on behalf of writers and publishers. He negotiated first-edition publishing contracts on behalf of writers and improved the terms of their contracts, customizing his service to give each client the desired level of attention. Watt set the commission rate of ten per cent (which had been the standard in advertising agencies) and defined three general areas of service: seeking opportunities and negotiating contracts; administering his clients’ various copyrights, and shaping their public image. Watt slowly phased out his work for publishers and adjusted the template by becoming solely an author’s representative, as agents are known today. In 1896, James Brand Pinker saw his chance to

compete with Watt as an author’s representative by taking on unknown writers and building their careers, or by promoting the less conventional output of his more established writers. His innovative practice of nurturing new talent was not carried on by later agents, but, according to Gillies, Pinker was an important force in the field of literary modernism through his concerted promotion of the avant-garde work of writers such as Joseph Conrad, James Joyce, and D.H. Lawrence.112 Another important early British literary agency was founded by Albert Curtis Brown in 1899. An American, who had been the Sunday editor of the New York Press, he ran a newspaper syndicate before moving to London. As a literary agent, he furthered transatlantic publishing relationships and embraced the field of dramatic adaptations. The J.B. Pinker firm did not survive past the 1930s, but the A.P. Watt and Curtis Brown agencies not only survive, but lead the profession today. The model of the British literary agent, or the “template,” as Gillies so rightly observes, of the modern profession was eventually adopted in North American countries, after conditions and constraints had changed to the point that writers there required a full-service author’s representative.

**The United States and Canada: Domestic and International Conditions.**

American lexicographer Noah Webster has been referred to as the father of federal copyright law due to his efforts in the 1780s to protect his language reference books from unauthorized reprinting.113 In 1790 Congress combined the differing laws of a dozen states to create the first federal copyright statute. Although state laws had varied widely in their approaches to protecting intellectual property, the Copyright Act adopted the restrictive British view of copyright, one which favoured publishers over writers by limiting the duration of copyright.

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113 Published in three parts, Webster’s *A Grammatical Institute of the English Language* consisted of a speller (1783), a grammar (1784), and a reader (1785).
protection. Referring to the 1710 British Statute of Anne, American publisher Richard R. Bowker wrote that the British copyright law’s “restrictions have not only ruled the practice of England ever since, but they were embodied in the Constitution of the United States, and have influenced alike our legislators and our courts.” Bowker meant that American laws had a strong focus on the manufactured text as the basis for copyright. This approach favoured the dissemination of knowledge as a social good and was based on the power granted by the Constitution:

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.

Exclusive copyrights encouraged authors and inventors to create and publishers to risk capital. On the other hand, in the philosophy of a young nation with vast distances between regional print markets, the circulation of printed texts had an important social role to play. According to Meredith McGill, social or public rights predominated. Published texts were seen to exist naturally in the public domain, and a creators’ monopoly over a text was to be a temporary exception. This view is borne out by the slow progress of the extension of copyright terms for American writers. From 1790, books, maps, and charts created by American citizens or residents were protected from unauthorized reproduction for a period of fourteen years only, renewable once for fourteen years by the copyright holder. The first term was extended to twenty-eight years in 1831, but the renewal term was left at fourteen years.

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114 Jane C. Ginsburg has noted that state laws which preceded the 1790 federal statute varied widely in their approach to authors’ moral rights. Some favoured perpetual copyright and other “author-oriented rationales of which any modern Frenchman would be proud” while other states opposed copyright outright as monopolistic. Jane C. Ginsburg, “A Tale of Two Copyrights: Literary Property in Revolutionary France and America,” Tulane Law Review (New Orleans) 64, no. 5 (May 1990): 995, 1001.
116 United States Constitution, Article 1, Section 8.
Even the International Copyright Act (the Chace act) of 1891 did not extend the term, which was the same for native or foreign rights-holders. With the new Copyright Act of 1909 only the renewal term was extended to twenty-eight years, making the longest possible copyright term fifty-two years, still nowhere near the Berne Convention standard of life-plus-fifty years. The relatively short American copyright term remained the standard until 1976.\footnote{118}

The reprinting of American works in Continental Europe was not common by the late nineteenth century. American literature was not yet well known, and in France the majority of publishers adhered to the 1852 law that granted French copyright unilaterally to all foreign authors. Germany was a much larger consumer of books in English or in translation than France at any rate and also tended to deal legally by that time.\footnote{119}

In Britain, on the other hand, the piracy of American books was common until 1891.\footnote{120} It was not practised as intensely as the American piracy of British and French works, however, according to American publisher Putnam:

> The reproduction of British literature in this country has, during the past century, been much more considerable than that of American literature in Great Britain, and the direct loss to the English authors, through the want of an assured and legalized remuneration from the American editions of their works, has therefore been greater than the corresponding direct loss to American authors. For this and for other reasons, the suggestions and propositions for an international arrangement have been more frequent and more pressing on the part of England.\footnote{121}

\footnote{118} It is ironic that the United States is now a world leader in the length of copyright protection terms, American commercial interests having achieved what nineteenth-century writers could not. In 1976 the Berne term of life-plus-fifty years was finally granted to individual creators, or a total of seventy-five years to corporate authors. The United States finally lifted the 1891 manufacturing clause for foreign works and implemented the Berne Convention in 1988. The Walt Disney Company and others continued to lobby for perpetual copyright, but settled in 1998 for a term of life-plus-seventy years for a single author; corporate creations (such as cartoon characters) were protected for ninety-five years after publication, or one hundred and twenty years after creation, whichever was shorter. Thus, the common-law concept of moral rights in the ownership of artistic creations, separate from the requirement of publication, was finally introduced into American copyright law.\footnote{119}


\footnote{121} Putnam, *Question of Copyright* (1891), 64-5.
British authors had argued for over fifty years for an American international copyright agreement, which finally ended abuses on both sides after 1891.

Canadian reprints of American and European works in cheap book formats flooded the American and Canadian markets throughout the 1870s and 1880s. Piratical publishers operating in Canada and over the American border offered reprints of books usually costing one dollar fifty for only ten cents. The Belford Brothers of Toronto were among the most audacious.122 American reprinting was costly to French and British rights-holders before 1891, but American authors and their legitimate publishers, in turn, suffered at the hands of Canadian reprinters. The Chace act was in large part a response to Canadian piracy.123

The end of piratical publishing after the passage of the Chace act did not open transatlantic book markets to the extent writers and publishers on both sides had hoped, and thus the need for transatlantic representation by professional middlemen grew only very slowly in the book sector. According to James West, the requirement of American manufacture caused a number of problems that inhibited the transatlantic trade. For instance, although American books sold increasingly well in Britain, it proved more and more difficult to standardize the spelling and idioms in books destined for both markets as American English grew more distinct.124 The operations and concerns of British houses and their American branches grew further apart as the latter became more autonomous, but they continued to conduct much business directly or through their own representatives.125

123 Ibid., 55-6.
125 American publisher Frederick Stokes, in 1935, attested to the “growing self-reliance of American publishing” since 1900, even to the point where “American firms have experimented with English branches, but several of these have been abandoned recently. […] and English publishers in unprecedented numbers are now visiting us to secure American books.” Stokes, “Publisher’s Random Notes,” 21-2.
Although publishers’ reliance on foreign works had always inhibited opportunities for North American writers, the mass-market, paper-bound books that were produced in the tens of millions in the two decades leading up to 1891 marked a turning point in writers’ fortunes. These series are known to have carried original American content in a ratio of about seventy per cent of the titles to thirty per cent reprinted foreign material.\textsuperscript{126} Bearing in mind that the output of American reprints of foreign works was so enormous that it exhausted European publishers’ lists, it is clear that a great number of American and Canadian writers were very busy in this sector. Publishers paid them for their work, and soon there was a variety of professional middlemen to process manuscripts and move novels, novelettes, and stories between them. In the older, established American publishing houses, prospects for the more celebrated class of native writers also improved, but not as an immediate effect of the Chace act. The disappearance of British and French books from American bestseller lists had been gradually progressing before 1891, as American writing continued to gain in popularity.\textsuperscript{127}

Relations between American writers and book publishers were largely unproblematic, seen in contrast to the severe accusations of fraud levelled against British publishers. According to writer and editor William Dean Howells:

\begin{quote}
The English writers seem largely to suspect their publishers (I cannot say with how much reason, for my English publisher is Scotch, and I should be glad to be so true a man as I think him); but I believe that American authors, when not flown with flattering reviews, as largely trust theirs.\textsuperscript{128}
\end{quote}

In Britain, A.P. Watt was already acting as a diplomatic buffer and negotiator between authors and book publishers, but there a was less urgent need for such a middleman in the United States. Looking back to the 1890s in 1941 the American literary agent Ann Watkins

\begin{footnotes}
\item\textsuperscript{127} Tebbel, \textit{History of Book Publishing}, vol. 2, 641.
\end{footnotes}
stated that “among American authors, book contracts for the most part were made direct, between author and publisher.” Putnam had confirmed this as early as 1897:

The [literary] agency system has not yet taken any very considerable part in the publishing relations in the United States. American authors have, for the most part, found it to their advantage to select their own publishers, and, after once establishing with a publisher satisfactory relations, they have also realized the advantage of preserving those relations.”

The success of advance-against-royalty contracts had much to do with the fact that writers tended not to jump from one publishing house to another, which Putnam also took as a sign of general satisfaction with publishers on the part of authors of books.

Disagreements did of course occur. Charles Burr Todd, one of the founders of the Association of American Authors in 1892, explained that there were still problems with the royalty system. Echoing the complaints of British writers, he cited cases where the number of books sold was inaccurately reported, or where publishers stipulated a threshold of 1,000 copies sold before royalties commenced, but without disclosing production expenses. The manner of payment was often “dilatory,” and finally, Todd deplored the outright theft of manuscript ideas. In 1896 the lawsuit of writer Colonel Richard Henry Savage against cheap-book publisher F. Tennyson Neely, who had been under-reporting sales, won American authors the legal right to obtain a correct accounting of book sales. The case came soon after the similar suit in France of Bourget versus Lemerre.

In the United States, writers’ professional organizations were slower to emerge and lacked the power of the British Society of Authors. The short-lived Society of American Authors, The Authors’ Protective Union, and The American Authors’ Society were all

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130 Putnam, Authors and Publishers, 132.
132 Tebbel, History of Book Publishing 2, 142.
formed during the 1890s. They existed to advise and support members in their professional activities, but not specifically to address copyright reform specifically. In 1892 a syndicate, limited to twenty members, was formed which was to function as a middleman service for publishing in periodicals, or “to place the productions of its members before the press of the country without the intervention of agents or syndicates.” There is, however, little record of the Syndicate of Associated Authors after its formation.134 Todd’s Association of American Authors, founded the same year, would become the more durable Authors’ League of America in 1912.135 The League’s four aims were: to procure adequate copyright legislation, both international and domestic; to protect the rights and property of all authors, whether engaged in literary, dramatic, artistic or musical composition; to advise and assist all such authors in the disposal of their productions and to obtain for them prompt remuneration; to disseminate information among authors as to their legal rights and remedies.136

By 1912, international copyright difficulties were largely resolved, but American writers continued to press for longer copyright terms and better publishing contracts.

In the mid-nineteenth century before the cheap-book explosion, when the horizons of American writers were diminished by the reliance of book publishers on foreign material acquired inexpensively, American writers found better opportunities and eventually a professional living writing for newspapers and magazines instead. The American magazine boom of the 1890s was spurred in part by technical advances in illustrations and photography. Further, an economic recession in 1893 had the odd effect of boosting growth when a newsstand price war broke out. McClure’s new monthly magazine was the first to

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135 Ibid., 147-49.
cause a sensation by lowering its price to fifteen cents from the usual twenty- to twenty-five-cent range. *Munsey’s* went to ten cents, driving *McClure’s* and other competitors’ prices further down. 137 Soon, newspaper weekly supplements, which more and more resembled magazines, were able to undercut even the cheaper monthlies. The enormous number of newspapers and magazines in circulation by 1900 can be hard to fathom. Frank Luther Mott has estimated that some eleven thousand different periodicals (which he defines as non-newspaper serials published more than semi-annually) were on the market at various times between 1885 and 1900. Many of these came and went at different times, still leaving about six thousand titles in circulation by 1905. Circulation totals of around half a million were attained by several magazines. 138

The magazine market was so huge and potentially lucrative that producing short fiction or general interest pieces was worthwhile for all kinds of American writers, whether as an occasional pursuit or as part of a literary career. Novels were not usually serialized in newspapers, as in France. William Dean Howells wrote in 1893 that American dailies “never had the habit of the *feuilleton* as those of the European continent have it.” 139 Literary magazines had carried serials and dominated the fiction market in periodicals. Then, after the great wave of cheap-book novels and novelettes came to an end in the early 1890s, mass-market magazines printed serials as well as short stories, eclipsing literary monthlies as an important source of income for a wider spectrum of American writers:

But many authors live now, and live prettily enough, by the sale of the serial publication of their writings to the magazines. [...] The prosperity of the magazines has given a whole class existence which, as a class, was wholly unknown among us before the war. It is not only the famous or fully recognized authors who live in this way, but the much larger number of clever

people who are as yet known chiefly to the editors, and who may never make themselves a public, but who do well a kind of acceptable work.  

In Todd’s view, from 1892: “There can scarcely be pointed out an American author who is able to make even a decent living by his books.” He distinguished books from magazine work: “This does not refer to the editing and work on magazines and newspapers, which are much better paid than book-writing proper.”

In 1902 novelist Frank Norris estimated his annual income for writing two books per year to be only around five hundred dollars. Whereas short stories could be sold to several magazines or to syndicates and used and re-used in compilations, publication in novel form lacked such flexibility:

Take an unusually lucky instance, literally a novel whose success is extraordinary, a novel which has sold 2,500 copies. Not one book out of fifteen will do as well. […] The author has worked upon it for – at the very least – three months. It is published. Twenty-five hundred copies are sold. Then the sale stops. And by the word stop, one means cessation in the completest sense of the word. […] When a novel stops selling, it stops with the definiteness of an engine when the fire goes out. It stops with a suddenness which is appalling, and thereafter not a copy, not one single, solitary copy is sold. And do not for an instant suppose that ever afterwards the interest may be revived. A dead book can no more be resuscitated than a dead dog. […] What does the author get out of it? A royalty of ten per cent. – two hundred and fifty dollars for three months’ hard work! […] Two novels a year is about as much as the writer can turn off and still keep a marketable standard.

Norris worked as a correspondent for *McClure’s* magazine, and had been a publisher’s reader and editor. In contrast, writer Arthur Fosdick gave details to readers of the trade journal *The Writer* in 1895 of how his annual income had reached five thousand dollars as a

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140 Ibid., 432.
141 Todd, “Case of the American Author,” 113.
143 Norris, an adherent of Émile Zola’s naturalist school of fiction, was still struggling to make a living when he died eight months later after a sudden illness. He was thirty-two.
contributor to periodicals. Fosdick did without the services of a literary agent, but sold a few pieces outright to McClure’s Newspaper Syndicate, one of the largest American firms, if not the largest, supplying newspapers and magazines with long and short fiction, light articles, and miscellany. The fact that so many American writers were working in the newspaper and magazine sector, and selling either directly to editors or through syndicates reduced the importance of the full-service, British-style literary agent and delayed the arrival of that type of middleman in American publishing sectors.

In nineteenth-century Canada, copyright conflict between national laws and international treaties was acute. Publishing markets were further complicated by the two colonial heritages that sent literary material from France and Britain, and by the permeable border with the United States that caused Canada to be flooded with cheap reprints in French and English. The conflict would not be fully resolved until a satisfactory Canadian copyright law in 1924 stabilized conditions for domestic writers and publishers to thrive independently. The rise of professional middlemen in Canadian book publishing sectors was inhibited by the nature of the industries centred largely in Toronto and Montreal. Publishers there tended to be branches of European or American houses, aptly called agency publishers. Canadian book authors seeking American publishers used the services of literary agents in New York until Canadian agents started to emerge after 1920. In the late nineteenth century, more and more writers in Canada were able to take advantage of the magazine boom in

144 Arthur Fosdick, “Living by the Pen,” *Writer* 8, no. 7 (Jul. 1895): 95. The independent trade journal *The Writer* was founded in Boston in 1887 with the slogan, “A Monthly Magazine to Interest and Help All Literary Workers.”


146 The full-service literary agent, or author’s representative, did not appear in Canada until the late 1950s. To this day there is no association of Canadian literary agents, in contrast to Great Britain and the United States.
interconnected North American periodical markets and sell works through syndicates and brokers. A great many Canadian writers moved to New York to make a living writing for the magazines, some hoping to attract a book publisher there.147

The United States: Middlemen.

A letter to the editor of the New York Times in 1898 asked “whether or not there are any literary agents in New York like Watt in England.” “Mr. Fischer will find one such in Mr. Paul R. Reynolds of 70 Fifth Avenue,” was the reply.148 The following year, a request to give the “the names of three or four literary agents in this city – men who negotiate for manuscripts if they can” brought this response: “The ‘literary agent,’ we believe, has so far mainly confined his operations to London. But there is at least one in New York – Paul R. Reynolds of 70 Fifth Avenue.”149 Jeanette L. Gilder, editor of the literary magazine the Critic, claimed in 1898, on the other hand, that “there are no literary agents in this country, and I do not know but that we are as well off as though we had a dozen.”150 Paul Revere Reynolds, who is known as the first American literary agent, had been active since 1892 but in 1898 was not yet known for representing American authors directly in first-edition book contracts, negotiating for manuscripts, in other words. Gilder was undoubtedly drawing a distinction between the literary agency practised by A.P. Watt and that of Reynolds, who was certainly known to her. Reynolds had begun as a British publisher’s representative in New York, and was not yet in a class with the British literary agents, according to those who thought like Gilder and who were apparently wary of the British model. What was the

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147 On Canadian writers for American periodicals and Canadian clients of Paul Reynolds, see Nick Mount, When Canadian Literature Moved to New York (Toronto: University of Toronto Press, 2005).
difference? Reynolds’s story may hold some clues.

In 1892, the London house of Cassell was unhappy with the management of its New York branch. The firm appointed Reynolds as an American “Literary and General Agent” to place British books with American houses and to scout for interesting American properties, for a salary of 500 dollars per year. He was soon providing the same service to three other British firms, Heinemann, and Sampson, Low and Marston, and later Constable, on a commission basis. Reynolds approached American writers as early as 1893. He slowly built a clientele placing subsidiary rights as Watt had done, but he was not yet negotiating primary book contracts with American publishers on their behalf. According to the editor Frederick Lewis Allen, who was Reynolds’s friend and biographer, “although [Reynolds] was building up a distinguished list of American authors, his principal source of material was still across the ocean,” Mrs. Reynolds was the agency’s manuscript reader. In 1905 Reynolds hired an assistant, Harold Ober, who went on to become an important full-service literary agent, as did Reynolds himself and his son, Paul R. Reynolds Jr. After 1900, in addition to acting for British publishers, Reynolds Sr. began to dispose of rights for A.P. Watt and other London agencies such as the Literary Agency of London and the J.B. Pinker and Curtis Brown agencies. For them, Reynolds was an agent’s agent in New York. Reynolds collaborated in the same manner with another type of professional literary intermediary, Émile Zola’s English translator, Ernest Vizetelly.

Allen refers to Zola, George Bernard Shaw and H.G. Wells as Reynolds’s “clients,”

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151 The sudden disappearance of its president the following year sent the firm into bankruptcy. See “A Receiver for the Cassells; President Dunham Charged with Converting $180,000,” New York Times, 20 Jun. 1893, 8.
152 Frederick Lewis Allen, Paul Revere Reynolds (New York: privately printed, 1944): 21-3, 28. Allen, a historian, had been on the editorial staff of Century, Atlantic, and finally Harper’s Magazine where he was editor-in-chief from 1941.
153 Ibid, 32.
154 Ibid.
but a closer look suggests that Reynolds’s relations with European authors were second-hand, channelled through other such middlemen as Vizetelly and the London agents. For example, the correspondence of Zola and Vizetelly shows that Reynolds offered his services to Vizetelly in 1896 in response to an advertisement the translator had placed in the *Critic* offering the American rights to his English-language version of Zola’s *Rome*. Reynolds placed the novel with the New York house of Macmillan, which was operating more independently of its parent company by then, and went on to place Vizetelly’s translation of *Fécondité* with Doubleday, Page & Co. in 1899. The correspondence between Reynolds and Vizetelly, cited in the edition of Vizetelly’s letters to Zola mentioned earlier, was quite extensive. In contrast, the only evidence of direct contact between Reynolds and Zola is Reynolds’s letter including a statement of American royalties due to the author for *Rome*, accompanied by a cheque. Perhaps a telling detail about the Zola-Reynolds relationship is Zola’s reference in a letter to Vizetelly to “this Mr. Reynolds to whom you refer.”

Like Watt and the British agents, Reynolds and other American agents who followed him were only retained by established writers who were involved in simultaneous or complex publishing projects. The periodicals market remained all-important:

> One vital change in the nature of [Reynolds’s] work, however, had already become apparent. His dealings with book publishers were beginning to take a secondary place beside those with magazine editors. The most important part of his business was no longer the sale of book rights, but of serial rights.

Watt, too, had begun by placing serials. He and the other London agents continued to do so as part of their service but also handled all of their clients’ literary affairs, even down to

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155 Ibid., 71.
156 Speirs and Portebois, *Mon cher Maître*, 173. Vizetelly had previously relied on the method of visiting, in person, those British publishers in London with branches in the United States to place his translations of Zola’s novels there.
158 “[…] ce M. Reynolds dont vous parlez.” Zola to Vizetelly, 28 Mar. 1900, *Correspondance* 10, 144.
matters of public image. American agents would not take on this complete role until well after 1920. Until then, most American writers dealt directly with publishers for book contracts. Middlemen arranged subsidiary rights, including film adaptation rights, which were increasingly important, and also placed original short works in magazines and newspapers. Miscommunications and errors due to duplicated efforts often exasperated American agents, for example when a writer threw away film adaptation rights by including them in a book publishing contract. As a result, literary agents began to insist on handling a writer’s entire output.

By 1900 American writers of all kinds had a whole range of specialized middlemen from which to choose, from manuscript readers through story brokers to syndicators to literary and dramatic representatives. Charles Johanningsmeier has traced the rise of newspaper unions and syndicates and their importance for fiction writers. From the mid-1880s Irving Bacheller’s American Bureau of Fiction and S.S. McClure’s Newspaper Syndicate were the largest suppliers of short stories and novelettes in galley-proof format to newspaper editors. They also placed longer works, but the main business was in short stories or novelettes which appeared in two or three instalments. These large syndicates bought material outright, often paying very well. Since they often placed a work in a hundred newspapers at once at a large profit, writers learned to make contracts with syndicates on a commission basis. Paul Reynolds and other early agents helped writers make royalty arrangements for use of their works by fiction syndicates. McClure expanded his syndicate business into *McClure’s* magazine in 1893. By 1914, McClure’s and Bacheller’s, the two leading syndicates that specialized in fiction and dealt with many famous writers, were so

prominent in writers’ minds that the Authors’ League of America saw the need to remind members of other syndicates supplying newspapers. A list of no fewer than sixteen of the most important national syndicates showed opportunities for writing “features.” Desired material included “women’s material,” cartoons, poetry, children’s stories, and editorials, as well as short and long fiction.163

Because any person could start such a middleman business simply by taking out an advertisement and naming a set of services and fees, the professions attracted many operators who ranged from the merely incompetent to the blatantly dishonest. The Authors’ League reported on the problem, which persisted in 1918:

There are good agents – thank God! – but again there are slippery agents, agents who are outright fakes, fake literary bureaus, and fake magazines which solicit manuscripts […] Of all the literary agents known to your committee there are less than half a dozen against whom no serious or well-founded complaints have been filed.164

One writer pointed out that there were “too many self-styled agents who are in reality agents for publishers and producers,” such that an unwary writer could end up paying two commissions, to a soliciting agent and to his own literary agent.165

The Authors’ League Bulletin was a good place to find advertisements for trustworthy writers’ services. Anita Carolyn Rouse was one experienced writer whose advertisements in the Bulletin starting in May 1918 show her to be a freelance editor of fiction manuscripts. She referred to herself as a “Constructive Critic:”

165 L.J.V., “As to Agents: an Open Letter,” Authors’ League Bulletin 7, no. 11 (Feb. 1920): 5. (The journal was titled Bulletin of the Authors’ League of America until April 1918.)
Rouse did not offer manuscript forwarding or placement services, however, and this seemed to confuse her clientele. Three subsequent advertisements over the next two years show how she tried to distinguish her service from those of other fiction bureaus or syndicates which did place manuscripts. She spells it out:

Anita Carolyn Rouse, Constructive Critic of the Short Story, Novelette and Novel (not a literary agent). 167

Providing expert criticism of a writer’s work, valuating manuscripts, in other words, would remain one of the core skills of literary agents. Rouse, perhaps, found her service easier to explain in person, as she had moved by 1919 to Washington Square in Manhattan, and included her telephone number in the advertisement:

Anita Carolyn Rouse, Constructive Critic. Interviews by Appointment. 168

One does not know quite what to make of her last advertisement, appearing in the same style and size as the first three:

Anita Carolyn Rouse, Constructive Critic. Psychologist and Fiction Specialist. 169

A similar advertisement of Rouse’s appeared later in the New York Times in the section for religious and spiritual announcements. The personal counselling of artistic temperaments is one of the enduring skills of literary agents.

166 Authors’ League Bulletin 6, no. 2 (May 1918): back cover.
167 Ibid. 6 no. 8 (Nov. 1918): back cover.
168 Ibid. 7, no. 6 (Sep. 1919): back cover.
169 Ibid. 8, no. 7 (Oct. 1920): back cover.
Many other advertisements appearing alongside of Rouse’s over the years show a wide array of firms and individuals offering manuscript criticizing, editing, typewriting, mimeographing, and forwarding services. The Miller Manuscript Mailing Service promised to “forward manuscripts to publishers subject to the directions of its clients,” a service “of great value to authors living away from New York.”\(^{170}\) This firm obviously did not critique manuscripts or hold any sway with publishers or editors. Fanny Cannon offered to read and criticize plays, but nothing further. Similarly, another manuscript critic, Mathilde Neil, gave “First Aid to Authors,” offering to read and criticize fiction, short or long, for a fee of ten dollars. Neil had been a book publishers’ manuscript reader and had been employed by the Macmillan and Doran houses before going out on her own as a “consulting specialist” to “Holt, Stokes, Lippincott and others,” offering “literary advice and expert editing.”\(^{171}\) Neil billed additional editing services, on request, by the hour. Included in her reading fee was advice about where the manuscript might be placed, but Neil did not offer to forward or recommend submissions to editors, publishers, or dramatic producers.

American women seemed very active in these early middleman professions, which they described variously as “Agent, Reader and Critic” (Mrs. Rachel West Clement); “Authors’ and Publisher’s Representative, Established 1905” (Flora May Holly); “Dramatists’ Agent” (Alice Kauser); “Literary Representative” (Louise E. Dew); “Manuscript Specialist” (Ann Watkins, the future literary agent), or “Play Broker” (Mary Asquith). A few men appeared as well, listed either as “Authors’ Adviser” (Alexander Jessup), “Authors’ Agent” (William W. Labberton and Frank Henry Rice), or “Literary Agent” (Frank Henry Rice again). Dorothy Priestman, another “Literary Agent,” changed her

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\(^{170}\) Ibid.

\(^{171}\) Ibid. 7, no. 6 (Sep. 1919): back cover, also ibid. 8, no. 7 (Oct. 1920): back cover.
advertisement after six months to read “Broker in Literature, Drama and Art,” to reflect a broader range of services. Dramatic agent Elisabeth Marbury, who represented the French playwrights of the Société des auteurs et compositeurs dramatiques, was one of many agencies devoted to a range of theatrical and film properties. She advertised with a partner as “Miss Elisabeth Marbury and Roi Cooper Megrue, Established 1888. The Foremost Authors’ Representative in the World for Original Plays, Stock and Moving Picture Rights. London, Paris, New York City.”

Links between literary agency and the editing profession are evident, and some middlemen made a specialty out of both. Howard Wheeler was a freelance “Consulting Editor, Literary Agent” in New York. He cited recent experience as a magazine editor:

Up to the end of last month I was Editor-in-chief of Everybody’s Magazine. Before that I had been Managing Editor of “Everybody’s”; Managing Editor of Harper’s Weekly; editor and manager of a syndicate; editor and managing editor of a newspaper; special writer, reporter, and cub.

Wheeler had written books, stories, articles, and film scenarios and purported to know exactly if and how a manuscript could be made saleable. Moreover, through his personal acquaintance with periodical editors and his up-to-the-minute knowledge of their needs, Wheeler’s goal was to “combine intelligent, constructive suggestion with the functions of the literary agent.”

The Authors’ League of America did not function as a middleman except in a limited transatlantic role. The League retained T. Werner Laurie in London as the official English Agent for members wishing to place manuscripts with a British book publisher or in periodicals there. His fee was only five per cent of the authors’ proceeds. As well, from 1913

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172 Ibid. 1, no. 2 (Jun. 1913): back cover.
174 Ibid.
the Authors’ League operated a manuscript reading service. The Reading Bureau was directed by Viola Roseboro, a professional manuscript reader and magazine editor.\textsuperscript{175}

The independent trade journal \textit{The Writer} started a manuscript reading bureau in 1891. The founding editor of the journal, William H. Hills, envisioned a middleman role which went beyond reading and criticism into a kind of gate-keeping role on behalf of editors. The \textit{Writer’s} Literary Bureau was conceived as a service to help establish and improve the efficiency of submissions to periodical editors by functioning as a “literary clearing-house.” It separated the “wheat from the chaff,” aiding editors who, along with their in-house readers, were overwhelmed by manuscripts. Hills cites the case of the editor of the \textit{Ladies’ Home Journal} to give an idea of the scale of the task of selection, and of the risk that a valuable, unknown writer’s work could be overlooked:

> He received in 1890 more that 15,000 manuscripts, of which he accepted only 497 – a trifle more than three per cent. Of these accepted articles 300 were solicited, so that the number of unsolicited manuscripts accepted was only 197 – a little more than one per cent. […] No editor can return a manuscript without some examination. Gems are found when they are least expected.\textsuperscript{176}

Criticizing and revising manuscripts was less important in the early period of the Bureau, but the scope of that service was extended as it became better known. For beginning writers, the trade journal \textit{The Student-Writer}, offered a reading and editing service from 1916, and added an educational element in the form of a year-long short story-writing course.\textsuperscript{177} Finally, the many guides and manuals for writers, published by trade journals or by independent writers and publishers, provided important professional support and information for writers navigating a sea of opportunities and middleman services.

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\textsuperscript{175} “The Reading Bureau;” “The Departments,” \textit{Bulletin of the Authors’ League of America} 1, no. 1 (Apr. 1913): 5, 8-9.
\textsuperscript{176} William H. Hills, “The usefulness of the service which a well-conducted literary bureau may perform…” \textit{Writer} 5, no. 6 (Jun. 1891): 122-4.
\textsuperscript{177} Willard E. Hawkins, “Don’t Forget that The Student-Writer Offers a Splendid Criticism Service for Writers.” \textit{Student-Writer} (Denver) 1, no. 6 (Jun. 1916): inside front cover.
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2.c. International Copyright in Practice: Zola aux États-Unis

The landmark work on Émile Zola’s literary fortunes in the United States is Albert Salvan’s Zola aux États-Unis, published in 1942. Its role in shaping the approach of this thesis has been discussed in my introduction. The publication of Zola’s works in the United States in his lifetime took place on either side of the watershed year of 1891, when the American International Copyright Act granted foreign authors the right to control American editions of their works. The bibliography of American translations Salvan compiled and the ongoing bibliographical work of David Baguley on behalf of the Émile Zola Society point to the difference in style and quantity apparent in the numerous unauthorized American translations produced in the 1880s compared with those of the 1890s. The questions that arise from this progression from uncontrolled to legitimate editions include how Zola’s American publishers in the early period procured his texts in the first place – were there middlemen? What about the language barrier? Were there any authorized translations of his works produced before 1891? Under what circumstances did they succeed, and how well? Then, what mediators, if any, were involved in placing the later, authorized editions with publishers? Archival sources, bibliographical records, and historical accounts provide the necessary detail to support some preliminary judgments about how the texts that were the subject of Salvan’s survey of critical reception were produced.

The “theft” of his novels in the United States to which Zola referred in his interview with Theodore Stanton in 1890 was no small or occasional matter. The racy reputation of his earlier novels, such as L’Assommoir (1877) and Nana (1880), made them well suited to a mass audience, and new American cheap-book publishers in the 1870s and 1880s rushed to publish competing translations. The first American house to exploit Zola’s catalogue was
T.B. Peterson & Brothers of Philadelphia, beginning in 1878. From the mid-1880s, Laird & Lee of Chicago was its main competitor for Zola’s works. Other Zola works were appearing by that time in dime novels that were sold as serial publications, a way to take advantage of low postage rates for subscription material. They included Frank Tousey’s Brookside Library (New York) and (N.L.) Munro’s Library published by J.W. Lovell Co., also of New York. Very little correspondence between Zola and any American publisher before 1891 is known to have survived, and it is unlikely Zola received any money for these unauthorized publications. Similarly, four other firms before 1892 each published one Zola title which had also been brought to them by a translator. Today, some seventy new editions of English translations of Zola published until 1891 can be accounted for, most of them published by Peterson and Laird & Lee. As an example, by 1891 the Peterson firm alone, brought out some thirty-five new editions of twenty-two Zola titles including five early novels and stories and seventeen of the twenty Rougon-Macquart novels, ending with La Bête humaine. Laird & Lee is known so far to have selected only fourteen titles in the Rougon-Macquart series for translation, which the firm published in one edition each. Most of these came out between 1888 and 1890. Laird & Lee must have benefited from watching how Peterson’s various editions had already performed, and from seeing the changes Peterson had made to book titles and advertisements to freshen their appeal, usually with no change to the texts inside. For example, Peterson issued Zola’s La Conquête de Plassans as The Conquest of Plassans.

178 For descriptions of these houses, Tebbel, History of Book Publishing 2: 444-8, 452-3, 485, 488-91.
179 One exception is Le Rêve, which Laird & Lee acquired through a freelance translator. This edition was the subject of a civil suit filed by Laird & Lee in 1888 against another American publisher of a competing translation. The case is described below.
180 For the figures in this illustration, an edition is a single setting of type and includes subsequent printings and re-issues of the same text. A new edition is altered in a substantial way or re-published under a new title. Counting re-issues and collected works, some one hundred and eighty Zola publications were issued by American publishers before 1900. See Malcolm B. Jones, “Translations of Zola in the United States Prior to 1900,” Modern Language Notes 55, no. 7 (Nov. 1940): 520-1.
A Tale of Provincial Life, then as A Mad Love: or, the Abbé and his Court. Peterson’s version of Le ventre de Paris is titled, first, The Markets of Paris, then is renamed La Belle Lisa, or, the Paris Market Girls. In contrast, Laird & Lee’s book titles do not vary and carry the uniform sub-title, “A Realistic Novel.” They are direct translations of Zola’s titles, and rather sober compared with Peterson’s The Girl in Scarlet, or the Loves of Silvère and Miette (La Fortune des Rougon), and Christine the Model, or Studies of Love (L’Œuvre).181 Many of Laird & Lee’s editions were issued in octavo size, but with paper covers.

The Laird & Lee and Peterson editions, whether paper or hardcover, are cheaply manufactured, but their texts represent earnest attempts at faithful translations of Zola’s novels and stories. Close examination reveals the time pressure under which the translations were produced becomes more apparent, as there are many misreadings and other inaccuracies.182 In the translations published by other American firms as very cheap dime novels, Zola’s text underwent drastic changes. Long novels such as Son Excellence Eugène Rougon and La Joie de vivre were shortened for the Munro’s Library series to around one hundred and sixty pages, and for F. Tousey’s Brookside series to only fifty-eight pages. Tousey also used titles that would get noticed at railway bookstalls, such as Nemesis, or Haunted by the Spectre of a Murdered Man (Thérèse Raquin) or Wedded in Death (La Fortune des Rougon). Some of the American translations of Zola’s works from this era, particularly the Peterson editions, were reprinted in full-length cheap paperbacks issued in the 1890s and early 1900s by the Classic Publishing Co. in Chicago and Hurst & Co. in New

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181 David Baguley, in his international bibliography of Émile Zola’s works, has recorded numerous obscure editions of translations. Some of these are included in the selective bibliography at the end of this thesis.
182 A comparison of the texts of the English-language translations of Zola’s first editions deserves more study. Cultural and linguistic differences between British and American editions of the same novel are expected, but differences between two American translations are surprising. Peterson’s and Laird & Lee’s editions of Nana, for example, show how two American translators used vocabulary and style to produce quite a different result. Graham King has compared the merits of early and later editions of some Zola translations in the last chapter of Garden of Zola: Emile Zola and his Novels for English Readers (London, Barrie & Jenkins, 1978): 370-415.
York. The Marion Co. of New York re-issued British translations by E.A. Vizetelly in hardcover around 1915. In Philadelphia, T.B. Peterson & Brothers issued paperbacks of its own cloth titles. The Royal Publishing Co. carried on Peterson’s paperback editions after buying that firm’s plates after it ceased operations in the 1890s. Certainly no payments were sent to Zola for any of these reprints.

Although Émile Zola was extremely popular internationally in the 1880s, his experience with piratical American publishers was shared by a great number of living French authors whose novels were appropriated for translation along with classic French works. The livelihoods of British writers similarly suffered under American piracy. American publishers and editors often deterred competition by changing a work’s title and disguising or omitting the original author’s name. Although in France serialized novels were printed in newspapers in their entirety, in the United States they were highly abridged for length and content. The distortions that French works, not only fiction but all genres of texts, underwent in translation added insult to the injury of non-payment. French publisher Calmann Lévy explained to Stanton that inferior translations were all too common:

Many American editions of philosophical and scientific works are so faulty as to fail totally in reproducing the ideas of the author. Memoirs generally reach the American public in a mangled or fragmentary form, and works of fiction sometimes undergo metamorphoses absolutely droll. For instance a translation of a serial novel from the *Revue des deux mondes* contained quite a different denouement from that written by the author, the translator having taken it upon himself to write a suitable? [sic] ending before seeing the last chapters in French.183

The last observation highlights the real-time translating of French works as it was practised by piratical American publishers in the 1870s and 1880s. It was customary in France for writers to publish a novel first as a newspaper serial, and then have the book come out just

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after the serial instalments finished. So fierce was the competition among American cheap-book publishers to be the first to get an edition on the shelves that translators went to work on each serial instalment as the issues arrived weekly from France. The translated American edition was printed soon after the last batch was received. The publisher whom Calmann Lévy mentions evidently found a way to accelerate even that tight schedule.

One enterprising young freelance translator in New York, Nella Carlynne Wiggins, sought a better solution by obtaining early proofs from Émile Zola instead of waiting for the serial instalments. She corresponded with Zola late in 1883 for authorization to produce a translation of *La Joie de vivre*, which she hoped to sell in the Unites States as a serial and in book form. Zola accepted her offer of one thousand francs and a third of the net profits as an additional royalty.\(^\text{184}\) She could have gone ahead without his authorization, but in addition to gaining the advantage of early copy to work on, her intention was to try in this way to reserve American copyright by registering her American edition at the Library of Congress. This strategy could not succeed, however, with the whole book yet to translate, because the copyright registration process at the time provided only a ten-day window between the deposit of the title page of the edition and the deposit of the completed book. Although Wiggins did receive batches of *placards* or galley proofs of the original French edition directly from Zola, she still could not manage to finish her translation ahead of “that publisher who always publishes your works.”\(^\text{185}\) Her version of *La Joie de vivre* was never published. She had not stood much of a chance under the conditions she describes.

Transcribed exactly from her exuberant-looking handwriting, her complaint reads as follows:

> [À]ussitôt qu'un de vos livres sorte en France c'est immédiatement envoyé à un publicateur American, lui desuite met apeupres vingt hommes à travailler

\(^{184}\) Wiggins to Zola, 1 Jan. 1884, Le Blond-Zola Collection.

In spite of the manpower American publishing houses were able to hire, the freelancer’s next attempt was more successful. She impressed on Zola the importance of sending her the galley proofs within the shortest possible delay and was able to get her translation of Germinal published (under the name “Carlynne”) in Chicago by Belford, Clarke & Co. in 1885. In Philadelphia, T.B. Peterson & Brothers (probably the firm she had mentioned to Zola) brought out a competing translation at the same time. The distance between the two regional markets surely helped both editions to thrive, but publishers were tiring of the frantic pace of production they needed to maintain to be among the first to publish a foreign work. Added to that, in the cheap-book sectors where no trade courtesy was practised, was the uncertainty of just how many editions of the same work could suddenly appear without notice. On 4 January 1884, the New York Sun documented the speed with which a New York publisher acquired a popular French book, had it translated in twelve hours while the copyright was being registered, typeset it overnight, and printed, bound and delivered it by the following day. In fact, three New York firms published versions of the book, Marie Colombier’s Les Mémoires de Sarah Barnum (the actress Sarah Bernhardt) in 1884. The 332-page original was issued in translation by S.W. Green’s Son (160 pages), by N.L. Munro (140 pages), and by F. Tousey in the Brookside library in an edition of merely forty-four pages.

American translators and publishers in the pre-Chace era could not stop the publication of competing American editions of foreign works, though many tried to do so by

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186 Ibid. The misspellings and missing accents in Wiggins’s hurried handwriting suggest that “publicateur” is possibly an anglicism but, according to the 1863 edition of Littré’s Dictionnaire de la langue française, the word was a neologism in Wiggins’s time for the relatively new profession of publisher. The term “publicateur” has since disappeared in French in favour of “éditeur.”


188 Quoted in Tebbel, History of Book Publishing 2: 45.
obtaining authorizations from foreign authors or by registering translations for American copyright. In the 1870 amendment to the Copyright Act, which was in effect until 1891, translations were mentioned for the first time, but within a strictly American context. From then on, an author’s permission was needed to publish translations of an American work in the United States. The edition of that translation could be copyrighted as a new work, and as such, prohibit other translations in the same language within U.S. borders. The law, however, made no mention of foreign creators. It clearly applied only to American authors. Exclusive copyright was therefore only available for translations of American works published in the United States. Publishers copyrighted their editions of translations of foreign works just the same, and with good reason: this prohibited copying of their particular translation. Such copyright registrations did not, however, exclude other translations in the same language of the same foreign work. These were forced to share the American market, to publishers’ increasing consternation over diminished profits. Authorizations from foreign authors were not a prerequisite for obtaining American copyright for editions of translations of their works. Such authorizations were useful, however, for obtaining early proofs ahead of the competition and, afterwards, as a marketing device: claims of being the “only authorized edition” and “translator for the author” were common in American book titles and advertisements between 1870 and 1891. French rights-holders, authors and publishers who controlled copyrights of works, took care to authorize only one edition of a work in each language in each country, a practice that was required by the Berne Convention in 1886.

The Peterson house seems to have tried, like Nella Wiggins, to reserve American copyright in advance of the publication of one of its translations. Émile Zola’s Nana was serialized in France in the Voltaire from 16 October 1879 until 5 February 1880. It was an
enormous success. Georges Charpentier, the publisher of the book, received an unprecedented number of 48,000 advance orders for the book edition of Nana, which was released on 14 February 1880.189 Charpentier’s edition was 524 pages long. In the United States, the following entry appears in the catalogue of the Library of Congress:


No copyright date is given for this apparently shortened version. It is not known if this edition was ever produced in any quantity or distributed for sale. No copies are known to be extant, including the one listed above. It is described as “missing” in the current catalogue.

Peterson produced and copyrighted a second edition of the same title in 1880:


This much longer edition was issued by T.B. Peterson & Brothers in 1882 and later in paperback. The 1880s Peterson editions can still be found on library shelves. Peterson’s 1879 edition, listed first above, must have contained only the first part of the novel, given the time period of only about six weeks in 1879 that the Peterson firm could have received the French serial instalments of *Nana* and translated, printed, and deposited the 1879 edition. Moreover, Zola was still writing the last chapters of *Nana* until February of 1880. Note that the description of the “complete” 1880 edition, in the second listing above, implies somewhat disingenuously that the 1879 pre-edition had been an abridgement of *Nana*, not a premature

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190 The Library of Congress was the national repository for legal deposit of books and other materials. Deposit of the title page and, within ten days, the actual book, was a precondition of copyright registration.
publication of a few chapters of it. Peterson evidently filed the shorter edition with the Library and may have announced its release and even marketed some copies, but then refrained from copyrighting it. By doing so, the firm might have jeopardized the status of the longer edition to follow. Peterson’s ploy did not reserve exclusive copyright for the firm against other translations of Nana, but was probably devised to deter competition from other houses before these had invested too heavily in their versions. The strategy seems to have worked: in 1888 Laird & Lee published Nana, a Realistic Novel, but that was the only other new American translation produced until well into the twentieth century. Some British versions were available in the United States from 1884.

Another example of the Peterson firm’s aggressive marketing techniques is the firm’s publication of a translation of a new novel that was not written by Zola, but based on his famous “Nana” character. The derivative work, written by Alfred Sirven and Henri Leverdier, La Fille de Nana: roman de mœurs parisiennes (Paris: E. Dentu, 1881), was published the same year by Peterson as Nana’s Daughter: A Continuation of and Sequel to Emile Zola’s Novel of “Nana”. Émile Zola was not pleased when he found out about the American edition bearing his name in the title. Reporting to a Chicago newspaper in 1890, further to Zola’s comment about the “theft” of his novels, Theodore Stanton recalled Zola’s reaction to the methods of a certain “Philadelphia pirate:”

Some of your readers may think M. Zola’s language unnecessarily severe, but not so; for I remember a scene which I witnessed some two years ago in the author’s Paris study, when he picked up a book recently issued by a Philadelphia pirate, and exclaimed with just indignation: “Not only does this fellow rob me in respect to all my own stories, but he actually has the effrontery to put my name on the title page of a novel of which I never wrote a line.”

Sirven and Leverdier had not dared to use Zola’s name in the title of the original French

edition. Laird & Lee produced another version of the work later in the 1880s, called *Nana’s Daughter: A Story of Parisian Life.*\(^{192}\) Neither firm was known for getting authorizations from or paying royalties to the French writers whose works it published.

As to whether Zola had ever tried to do anything about American piracy of his novels, he had this to say to an unnamed American newspaper correspondent in Paris:

> I wrote to the American publishers, and the formidable reply I received so scared me that I never ventured to write again. When my books were first pirated in America, I wrote to New York saying: ‘Will you make arrangements with me for my next book?’ The reply was: ‘We never make arrangements with authors for books until we have seen the books.’ ‘Ha! ha!’ laughed M. Zola. Publishers say that to young men. The idea of treating me in such a manner. It was all the more incongruous, you know, as they never missed publishing one of my books.\(^{193}\)

Zola may not have meant New York, but Philadelphia. It was certainly the Peterson firm that had plundered Zola’s entire catalogue by 1890. Other publishers marketed books and stories of unclear provenance as written by Zola, according to Malcolm Jones.\(^{194}\)

When American publishers did go to the trouble of getting authorizations for translations of foreign works, it sometimes happened that more than one authorization was obtained for the same work. In such instances, in the absence of copyright protection against other translations, publishers could use letters of authorization to their advantage. By insisting that such business arrangements be respected under contract law, publishers anticipated the regulation of conflicts over translations of foreign works that the 1891 copyright legislation would finally provide. One instructive example is the case of Laird & Lee *versus* Rand, McNally, in which two American houses claimed an exclusive right to

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\(^{192}\) Date records of Laird & Lee’s version of Sirven and Leverdier’s book are unclear. It was advertised, however, in the last pages of another of Laird & Lee’s editions issued in 1888. The title suggests the Laird & Lee version was made from the English edition, a translation titled *Nana’s Daughter: A Story of Parisian Life* (London: Vizetelly & Co., 1885), putting the publication date of the Laird & Lee between 1885 and 1888.


\(^{194}\) Jones, “Translations of Zola,” 522.
publish Zola’s *Le Rêve* (1888). They tested their claims in state and federal courts, not on the basis of copyright law, which did not cover foreign works in 1888, but on contract and common law. The lawsuit was the result of the authorization each firm had obtained from Zola to market an English-language translation of the novel in the United States. The publishers’ dispute highlights the confusion in matters of transatlantic copyright at the time. Berne nations were applying disparate sets of new laws. In the United States, publishers were moving towards accepting the idea of foreign copyrights, but the legislation would not be passed for a few years yet. American editions of translations of foreign works may have been, and were often, *authorized* by the copyright-holder, but they could not be exclusive.

Laird & Lee brought the suit. The firm had acquired its translation of *Le Rêve* through Edgar de Valcourt Vermont, a French writer and editor living in New York. He had made arrangements directly with Zola just as Nella Wiggins had done. Laird & Lee was prepared to pay 200 dollars (1,000 francs) if Zola would send Vermont the proofs of the last three chapters of *Le Rêve* in advance of the serial instalments appearing in the *Revue Illustrée* in France. This would allow Vermont’s version to gain precious days or weeks over the four other translations he knew to be in progress at other American firms, and to be first on bookstore shelves. Vermont argued in his letter to Zola that the extra time would ensure a translation of superior quality, but this may have been a slight exaggeration in these rushed circumstances. Zola accepted and authorized Vermont on 26 May 1888 to bring out the American edition. Vermont knew that there was no way to stop other English-language translations from appearing on the American market. He hoped to succeed with a superior

195 A simple exchange of letters was Zola’s usual method for authorizing translations. See Émile Zola to Edgar de Valcourt Vermont, in Zola, *Correspondance* vol. 6, 290-1.
product, telling Zola his would be an “American,” not an “English” translation. Because other firms were translating from the serial instalments in the *Revue illustrée*, the translators who corresponded with Zola to obtain proof sheets of the novel ahead of time had an advantage. Vermont bargained intensely with Zola to obtain the galley sheets more than five weeks ahead of the end of the French serialization. He extracted from Zola the promise of an extra week in advance, but when Zola said he would not be able to provide engravings by the earlier date, Vermont pressed to have the proofs a full seven weeks before his competitors who were working from the imported *feuilleton* instalments received the last chapter of the novel. He then offered his authorized translation to British publishers. Zola had already assigned the British rights to F.W. Tillotson and Son, through the translator Eliza E. Chase, an American woman living in Paris. Chase, learning through Tillotson’s that she was lagging a week or two behind Vermont in receiving Zola’s proofs, was alarmed. Her edition was not in danger from competition in Britain, where the Berne Convention protected translated foreign works, but the American edition of her translation that had been planned was at risk if it were to be published later than other editions that were sure to appear there.  

Rand, McNally, of Chicago and New York, had in the meantime without Zola’s knowledge purchased American publication rights for Chase’s translation from Tillotson’s, unbeknownst to Zola. Zola’s reply to Chase’s first enquiry about producing an authorized translation of *Le Rêve* was that the English and American rights had not yet been assigned. If Zola had meant to assign these English-language rights separately, Chase evidently understood him to have been offering them together. Tillotson’s acknowledgement of the 150

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196 Edgar de Valcourt de Vermont to Émile Zola, 5 Sep. 1888, Le Blond-Zola Collection.
197 Eliza E. Chase to Émile Zola, 26 Jun. 1888, Le Blond-Zola Collection. We recall that under the 1886 Berne Convention, the British copyright for the English-language translation was valid only in Berne member countries. Colonies like Canada were included, but the United States was not.
198 Zola to Chase, 13 April 1888, *Correspondance*, vol. 6, 251.
pounds (3,750 francs) the firm paid to Zola in April 1888 records that “full rights” to “translate into English” had been granted. Whether this was Zola’s exact wording or not is not known. The difficulties arose from Tillotson’s interpretation of what political territories were included in the term “English-language.” Tillotson’s intended to recoup its investment by licensing subsidiary rights to the translation, including leasing serialization rights to newspapers, as well as publishing the novel in its own magazine. It therefore arranged an American edition with Rand, McNally. The American firm could not prevent other American editions from appearing, but market share could potentially be increased if it could be promoted as an “authorized” translation. Laird & Lee had the same strategy in mind for its edition of Vermont’s translation.

The news of Tillotson’s publication plans for Le Rêve was announced to New York readers in May 1888. Over the summer, the British and American parties involved became aware of the conflict when Vermont offered his translation in Britain. Tillotson, in turn, approached Laird & Lee with the book before offering it to Rand, McNally, but Laird & Lee had already purchased the American rights through Vermont. When Rand, McNally published Eliza Chase’s translation in mid-September 1888, Laird & Lee was ready with an injunction to stop distribution. On 24 September the injunction was allowed to stand. Rand McNally seems to have posted a large bond to keep its edition on the shelves pending a decision. The court decided for the defendant, Rand McNally, in January 1892.

The judge’s decision drew a distinction between Tillotson’s and Rand, McNally’s

199 Zola, Correspondance, vol. 6, 269.
201 Zola, Correspondance, vol. 6, 296.
agreement with Zola, which pre-dated Vermont’s. Tillotson had obtained the rights to publish in the English language, and the American edition it arranged was not in violation of that contract as long as publication dates, not in advance of the French serial, were respected, which they had been. The judge reasoned that Vermont, on the other hand, according to the evidence of his correspondence with Zola, had purchased only the physical copies, in the form of galley proofs, of the last three chapters of *Le Rêve*. It was his common law right to do with this as he pleased, but it did not constitute an exclusive right to publish the property. Vermont’s aggressive experiment, to obtain authorization from Zola to translate a novel, then to parlay that authorization into an “exclusive” right for the American market by filing an injunction based on that contractual understanding, failed. There might have been a different outcome to Vermont’s strategy had Vermont’s letters of agreement with Zola been worded more carefully and specifically assigned the American translation rights. On the other hand, even though Zola did not seem to fully understand American copyright procedures, it is doubtful he would have knowingly, expressly “authorized” two translations in the same language in the same legal territory.204

Some bibliographical evidence remains that supports the view that Rand, McNally posted a bond after the 1888 trial to keep its edition of *The Dream (Le Rêve)* in circulation. The firm announced two editions of *The Dream* in 1888, the Illustrated Series no. 4 and the Globe Library no. 83, and one more in 1889, the Rialto Series no. 1.205 The Rand, McNally

204 Zola did not appear to acknowledge how this arrangement went wrong in correspondence with Vermont. He simply regretted the difficulties, which only confirmed his low expectations regarding doing business in the United States: “Je n’ai eu que des ennuis dans cette affaire de traductions [...] J’ai eu tort de penser, après maintes tentatives malheureuses, qu’il était possible de traiter avec les États-Unis. Ce n’est qu’une leçon de plus, voilà tout. Vous n’êtes pas personnellement à blâmer en tout ceci [...].” Zola to Vermont, 12 Oct. 1888, *Correspondance*, vol. 6, 339.

205 Gwendolyn Jones, “Zola’s Publications in English in the United States, 1876-1902,” *Frank Norris Studies* (Bakersfield, CA) 14 (Autumn 1992): 9. The title of this article was most likely intended to read “1878-1902.” The list of some eighty American editions of Zola’s works that Jones has compiled does not include any
editions have survived in fairly great numbers. Laird & Lee’s version of *Le Rêve* was also published in September 1888, with the identical title *The Dream (Le Rêve)*, but the firm seems to have held back copyrighting its edition, with an expanded title, until 1890. The two Library of Congress catalogue entries for the two firms’ editions are:


Although Laird & Lee’s September 1888 edition, for which it filed the injunction, does not appear to have been deposited at the Library of Congress, a firm conclusion is impossible as to whether it was in fact deposited, whether it was copyrighted, or if the edition was widely distributed. The fact remains that the release in September 1888 of both Rand, McNally’s and Laird & Lee’s editions was announced by the *New York Times*. Two months later a review mentioning the two books equally in the heading focussed solely on the 1888 Laird & Lee edition. This does suggest that Laird & Lee’s *The Dream* was actually produced and on bookstore shelves at least until then. Laird & Lee’s titles were also sold by subscription. *The Dream (Le Rêve)* was number 19 in the Pastime Series, dated September 1888. Although the firm had won its injunction, its competitor Rand, McNally’s ample financial resources probably kept up a stiff competition in the same regional markets in Chicago and New York. Today, the Rand, McNally editions of Eliza Chase’s translation survive in a dozen

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208 “Having read Laird & Lee’s publication, one Zola being enough at a time, no opportunity will ever be given us of discriminating as to the merits of the various translations – only we wish that M, de Vermont had not made ‘mademoiselle’ into miss.” From “New Books,” *New York Times* (25 Nov. 1888): 12.
institutional libraries in the United States. The Toronto firm W. Bryce also issued a Canadian copyrighted edition of Chase’s translation in 1888 which is still widely available. In contrast, the Laird & Lee editions of Vermont’s translation are extremely rare. There are only two of the registered 1890 editions held in institutional libraries. A single copy of the 1888 edition is known to be extant.  

Chatto & Windus published a book edition of Chase’s translation in London in 1893, the rights doubtless purchased previously from Tillotson. Graham King confirms that events in 1888 on the British publishing scene may have delayed its publication. Henry Vizetelly, the head of Vizetelly & Co. and father of the translator Ernest Vizetelly, had been tried and imprisoned on a charge of obscene libel for publishing a translation of Zola’s *La Terre* in 1888. As a result, Chatto & Windus hesitated to publish any Zola translation before re-working it in order to escape the censorious gaze of the National Vigilance Association. The changes Eliza Chase’s translation suffered for the British market are revealed in a comparison of her text as it was presented by Rand, McNally (and by W. Bryce) and by Chatto & Windus five years later. So uncertain were matters of international copyright at the time that Chatto may have waited for the American publishers to settle their lawsuit in case of any repercussions the decision might have for a British book edition of Chase’s translation. The Tillotson newspaper serials have not been traced, and neither did the novel appear in Tillotson’s magazine. An interesting postscript to the account of competing

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212 Zola, *Correspondance*, vol. 6, 269. The *Sheffield Weekly Telegraph*, which had published a serial of Zola’s *Germinal* in 1885, announced in 1887 a new policy to provide “household” fiction content. After Vizetelly’s
publications of *Le Rêve* is that T.B. Peterson & Brothers appears to have published a third American edition of *Le Rêve* in 1888, a translation by George D. Cox that retained the French title.²¹³ Again, no conclusion can be drawn as to whether Peterson’s edition was ever distributed in any great numbers. On the one hand, Peterson was certainly aware of Laird & Lee’s lawsuit but, on the other hand, the firm was immune from a similar charge: because it never bothered to get Zola’s authorization, it had no conflicting contract. Although all three competing American translations were perfectly legal under United States copyright law at the time, Peterson and Laird & Lee may have exercised caution, daunted perhaps by Rand, McNally’s marketing push, and did not invest heavily in promoting the title.

After the Chace act passed in 1891, only one English-language translation of any given work could legally be published in the United States. Houses such as Laird & Lee and T.B. Peterson & Brothers disappeared, leaving the field of French fiction to the established houses. The themes of Zola’s novels were changing in the 1890s and becoming less sensational. His works were more acceptable to mainstream publishers. American editions of Zola’s novels no longer appeared under the imprints of T.B. Peterson & Brothers, Laird & Lee, and F. Tousey but were produced under copyright by Macmillan, Harper, and Lippincott. Besides legitimate editor-middlemen like Stanton, freelance translators continued to bring Zola’s works to other parts of the world. Ernest Vizetelly became particularly active in the 1890s, arranging British and American contracts for his translations of Zola’s novels and stories. It is a sad irony in Zola’s case that when his new works finally reached American readers with his authorization and under full copyright, Vizetelly’s rather stiff translations were the only ones available. He continued to err on the side of caution, censoring and

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²¹³ This edition is extant but seems to be fairly rare.
expurgating sensitive material. The earlier pirated translations, many of them produced anonymously, pseudonymously, or by team effort, although marred by haste, have a vibrant and exuberant quality that is distinctly American. The cheapness of the formats in which they were published, such as Laird & Lee’s soft-cover, stapled 1888 edition of Le Rêve, has contributed to their disappearance at a faster rate than that of later, post-1891 editions.

The case of Laird & Lee versus Rand, McNally underscores the disjointed and confusing nature of transatlantic copyright matters in the last decades of the nineteenth century. It also highlights the way in which transatlantic conditions for French authors and publishers improved not only through their own lobbying efforts, such as Count Kératry’s work in the United States on behalf of the syndicate of French authors’ associations in promoting an American international agreement, but because of American publishers’ initiatives in responses to the difficulties they were having among themselves bringing French works to American readers. Laird & Lee versus Rand, McNally was one attempt to address the problem by other means than copyright law, which was not yet in place. In this case the impetus came from a middleman – the freelance translator Vermont – on publishers’ behalf.
Chapter 3. Theodore Stanton, Foreign Correspondent and Syndicator.

3.a. Transatlantic Journalism.

Advances in transportation and communication technologies in the mid-nineteenth century allowed transatlantic newspaper correspondents to flourish. Technology continued to shape the way in which those journalists practised their occupation. The steam-powered ships that began crossing the Atlantic in 1838 cut the existing delay for sending news from Europe to North America in half, from approximately one month to two weeks. The existence of the new “ocean greyhounds” increased the timeliness of foreign reporting and therefore its attractiveness to American newspaper editors. James Gordon Bennett, owner of the New York Herald, was the first American publisher to engage a string of special correspondents to report exclusively to his newspaper from Glasgow, London, Paris, Brussels, Rome, and Berlin. From the mid 1840s, other newspaper firms began stationing their own journalists in those cities and other newsworthy places.¹ Revolutionary upheavals in France and Germany around 1848 attracted a great number of foreign correspondents to Europe. Afterwardss, many British and American newspapers retained more or less permanent correspondents there. For the young Theodore Stanton choosing a career in the 1870s, becoming a foreign correspondent was an ideal way to combine the influences of his family background in journalism, his training in literature and French political history, and his energetic and gregarious personality. France, in the process of revitalizing itself as a democratic republic after a repressive political regime and a war with Germany until 1871, was an exciting and important place to be.

¹ The remote correspondent was not a new concept. Bennett himself had been a Washington correspondent for New York papers. The London press employed a Paris correspondent and other international reporters from the 1820s. See Desmond, The Information Process, 86, 92-101.
The electric telegraph came into public use around 1844, first in England, then in the eastern United States. Following railway lines, it spread quickly and connected every developed area. France was uniquely well prepared to implement the electric telegraph in 1850 with an existing aerial telegraph network that covered the entire country.² It was not until 1866, however, that European and North American networks were connected by an undersea telegraph cable. London had long been a newsgathering hub through which international reports flowed westward, and it naturally became an important telegraph terminus. In the interim before the transatlantic cable started to function, all newspaper copy destined for North America, regardless of whether it had reached London by cable from Paris or by mail from other points of the globe, had still been subject to the nine- to twelve-day Atlantic crossing by ship. Abruptly, when the Atlantic cable finally connected the continents, foreign news began to flow with a transmission delay of only minutes, at a speed of eight words per minute.³

Wherever the telegraph appeared, it revolutionized news reporting. One of its effects was to create a difference in style between newspaper reports filed by mail and those sent by cable, the latter of which were condensed for sending in Morse or Bréguet code over the wires.⁴ Important news items, as well as key speeches, interviews and the like, still were

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² Optical telegraph systems using smoke signals and such have existed since ancient times. French aerial telegraph systems of signals and semaphore flags date from the 1790s. They remained under the control of military authorities until the electric telegraph was made public in 1850. See Aude Guiheneuc and Rémy Toulouse, eds., *Le Patrimoine des télécommunications françaises* (Paris: Flohic, 2002): 26.
³ The last and most difficult link in the transatlantic telegraph network was laid, after several attempts since 1855, between Valentia Island in south-western Ireland and Hearts' Content, Newfoundland on 27 Jul. 1866. See Henry M. Field’s first-hand account, *History of the Atlantic Telegraph* (New York: Charles Scribner & Co., 1866): 358-62. Field finished writing the last pages of his book, then copyrighted and published it in August 1866, mere days or weeks after the successful completion of the project, which his brother Cyrus had directed.
⁴ Desmond gives a good example of “cablese,” the condensed English that came into use for composing telegraph dispatches which could be transmitted economically, in *The Information Process*, 248: “Cumcrisis impending governmenters upset secretest council exstatesmen” becomes “With a crisis impending in Germany over the nation’s currency situation, members of the government today set up a secret council, composed of
often cabled and reproduced verbatim, in spite of the expense of transmission. After the number of transatlantic telegraph lines increased during the 1870s, and telegraphic reporting became even more common, transmission rates remained expensive. Newspaper editors authorized cable transmission for urgent or “hard” news of current events, but continued to receive other copy by mail. Foreign correspondents fell into two groups, the new cable correspondents and the mail correspondents of the older style.

British foreign correspondents had resided in Paris and other capitals since the early nineteenth century. They were were men (not usually women) whose social class and privileged background qualified them to appreciate and describe the whole of political, cultural, and social life abroad. They wrote in a literary style for educated readers in Britain and also in North America, where their columns, often called “letters,” were reprinted a month or two later. (Series of such international reports, with titles such as “Paris Letter,” or “Letter from London” have remained a popular feature in newspapers and magazines ever since.) Foreign correspondents gained individual reputations as unique cultured observers and interpreters of foreign life. These were often anonymous or pseudonymous reputations, because it was not usual to identify newspaper contributors by name. Many correspondents were in fact, or had aspirations to be, men of letters and went on to great success as novelists, like William Makepeace Thackeray, who early in his career had filed reports from Paris to the London Constitutional as “T.T.”. Because of the long mail delays that were the norm before the telegraphic era, “hard” foreign news and foreign cultural reporting circulated to editors on an equal footing: because urgent news could not travel faster, it was reported alongside other items of a more general interest. As the transatlantic cable era progressed, leading statesmen.” The way cabled texts were reconstituted by receiving editors and their assistants points to much hidden collaboration in the authorship of some newspaper articles.

5 Ibid., 100.
and urgent news reports began to be separated from the rest for preferred transmission, the slower correspondence by mail focussed more and more on the less timely news of artistic and social life. Denuded of its current events mantle, foreign mail correspondence began to seem antiquated.

By the time Theodore Stanton was starting his professional career in 1880, the figure of the eloquent mail correspondent who filed reports exclusively to one newspaper was already a disappearing cliché. Around that time, an unsigned article in the Chicago Daily Inter Ocean described such correspondents in this way:

This portentous man of letters, who used to be stationed in almost every important city, has well nigh disappeared from American journalism, and even the “occasional contributor” has pretty nearly lost his uncertain and irregular hold. […] this respectable gentleman has been struck by telegraphic lightning.6

Looking back in 1893 on his own experiences, Stanton explained further:

The work of the foreign correspondent may be divided into two almost distinct classes: that which goes by mail and that which goes by telegraph. Many correspondents employ both agents in purveying for their papers. […] Submarine telegraphy, however, dealt a deadly blow to European mail correspondence. Now the newspaper letter-writer who would use the post must seek out-of-the-way subjects, those of an artistic, literary, or social nature. […] ‘It requires the best brains a man has to do anything now with pen,’ Mr. Moncure D. Conway once said to me, referring to this aspect of newspaper work.7

He went on to remark that “fortunately for the producers of this class of matter” steamship technology was shifting the balance once again:

[The] increasing speed of ocean steamships has come to their aid at the moment when starvation was beginning to stare them in the face. When a letter can be written, hurried over the Atlantic, and put in type, all within a week, – and this desideratum is almost realized at present, – then the mail correspondent will have regained much of his old power. Even now the reaction is setting in, and the editors of many leading dailies are turning with the former favor to the slower but more exact and vivid and less costly

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method of reporting European life, by post rather than electricity.\(^8\)

By the mid-1880s, the fastest Atlantic westbound crossing time was just under eight days. Steady advances would shrink that record to under five days by 1907, with obvious benefits for transatlantic business and publishing communications.\(^9\)

Stanton, in his own career, alternated between both methods of foreign reporting, as a cable and mail correspondent. Perhaps he had noted the rise of the telegraphic newsgathering and forwarding agencies, such as Havas and Reuter, and anticipated the concentrating effect they would have on the jobs of the many cable correspondents each reporting individually to one newspaper. News agencies had existed since shortly after the inception of telegraphic communications, but by the 1890s they had altered the professional horizons of foreign correspondents once more:

Avenel’s *La Presse française* for 1892 gives not less than fifty-eight newspaper agencies of one kind or another in Paris alone. What the cable correspondent did to the mail correspondent the news agency is now doing to the former: it is gradually cutting the ground from under his feet. [...] The great news agencies are doing so much of the work now, [...] that the importance of a correspondent for getting early and exclusive news is almost nil. [...] The London *Times* is now the only English journal which has a salaried ‘own correspondent’ in Rome for other than telegraphic work.\(^10\)

The demand for this other type of work, the “slower but more exact and vivid” reporting did not decline, however. By keeping a foot in both camps of news agency reporting and mail correspondence, Stanton was able to re-introduce an element of political relevance to the articles he filed by mail. The shorter mail delay also helped to improve their timeliness.

Theodore Stanton possessed the social background and the education in letters associated with the traditional foreign correspondent, and he wrote ably about arts and letters,

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\(^8\) Ibid.
but he clearly had a passion for politics and news journalism. He had been introduced to the
Fourth Estate by his parents, by his father at the New York *Sun* and by the Stantons’ wide
circle of colleagues and acquaintances in journalism and politics. As an undergraduate at
Cornell University from 1870, Theodore Stanton gained experience writing for student
publications and eventually became the editor of the *Cornellian*. His interest in French
politics and intellectual life lead him to study in Paris at the Collège de France and the
Sorbonne from 1873 to 1875. During that time, he met the British journalists George and
Emily Crawford, correspondents for the London *Daily News*, who introduced him to his
future milieu of the Parisian foreign press corps. Afterwardss, he completed his degree at
Cornell and returned to Paris for the summer of 1878. As part of an American delegation to
the International Congress on Women’s Rights, held to coincide with the Exposition
universelle (World’s Fair), Stanton gave a paper in French on the women’s movement in the
United States. In addition, he filed his first professional reports, about the Exposition, to the
New York *Tribune* and other newspapers. In 1880, he was hired for the *Tribune*’s Berlin
bureau and relocated again to Europe. After frequent visits to Paris, he settled there in 1881,
where he remained for most of his life.

Stanton’s first regular journalistic assignment was for the Chicago *Daily Inter Oceana*,
to which he sent some three dozen articles of two or three thousand words in length each year
from 1883 to 1885. The *Inter Ocean* catered to well-travelled readers and was known for its
intelligent foreign news. It was the same paper which had printed the 1880 article about the
demise of the foreign correspondent, the “portentous man of letters.” Stanton may have
seized that opportunity to prove to the *Inter Ocean*’s editor that his reports would revitalize
the format with a modern, direct, and factual approach. His articles were not literary in an
allusive or portentous manner, but had a relevance due to their distinctly political bent. It is not entirely out of the question that Stanton himself contributed the piece “Our Own Correspondent,” thus identifying a journalistic need that he sought to fulfill.) Stanton’s direct writing style and his choice of topics suggest that he may have been influenced by James Gordon Bennett, the Herald proprietor and editor who had pioneered in the field of professional foreign correspondents in the 1840s. Bennett, himself a prolific writer, sent numerous series of “letters” to the Tribune during his lengthy stays in Europe. From Paris in 1847, for example, Bennett filed a series of pieces that mixed descriptions of artistic and social milieus and events with deeper political analysis of European monarchical governments challenged by food shortages and impending uprisings. Stanton shared Bennett’s philosophy of rapprochement between France and the United States through cultural understanding. Another common trait was the two journalists’ invaluable reporting on the workings of their own profession, as we have seen in Stanton’s articles “Foreign Correspondent” and “French Publishers on Copyright” quoted above.

Stanton used his vantage point as a journalistic insider to make his mailed articles appear more topical and relevant alongside cabled news reports. He benefited from the extra space at his disposal to amplify, synthesize, and even correct, items that had been sent by wire. Also, he did not necessarily have to wait until printed newspaper editions reached Paris to know what news was being covered. One of his early Inter Ocean articles begins thus:

Don’t believe any of the war rumors telegraphed from Paris to the American Press by imaginative news agents. The rumors exist but they have no bottom. There is no more war spirit in the France of to-day than there is in the United States.

12 See also ibid., 393-6.
Knowing his words would be reproduced fairly exactly as he wrote them, the editor having received his full text by mail, Stanton continues with a detailed, but still concise, analysis of French diplomatic relations, the state of the nation’s finances and the standing military, and the attitudes of young French men towards compulsory military service in light of pending legislative changes regarding conscription. Stanton’s Inter Ocean articles were all mailed, with one exception: his article reporting the death of Victor Hugo on 22 May 1885 was cabled. As an example of what was meant by “pen pictures” or vivid reporting, Stanton’s article describes the crush of journalists at the entrance of the Hugo household and the arrival of the actress Sarah Bernhardt, dressed all in white, “bringing with her an immense crown of white roses.” The importance of the event, and the urgency to report it in detail, would have justified the expense of telegraphing all or part of it in full.

Stanton was one of an international group of forty to fifty foreign correspondents residing in Paris in 1885. Correspondents from other cities often passed through Paris, further expanding Stanton’s network of colleagues. This network provided information sources for his own writing, but also provided an impetus for his activities as a literary middleman. He was involved in telegraphic news agency transmission as the Paris representative of the New York Associated Press from about 1890 until 1893, when that organization dissolved. When Victor Lawson, owner of the Chicago Daily Record, established the modern-day Associated Press in 1898, Stanton ran the Record Cable Service as its European news supplier from Paris. This coincided with the first direct telegraph line between France and the United States. Previous French lines from 1869 and 1879 were

14 Theodore Stanton, “Hugo Called Hence,” Daily Inter Ocean (23 May 1885). There is no discernable difference in the style of Stanton’s text that would suggest the first half of the article was not cabled verbatim. An engraved bust of Hugo follows, with a biographical sketch. These parts of the article probably had been submitted earlier by mail, in anticipation of the event.
routed through England and Canada. Only a few fragments remain of Stanton’s activities gathering, editing and dispatching news to the A.P.’s New York office. Among them is the printed letterhead, “Record Cable Service. Communication directe, plusieurs fois par jour, entre Paris et les principaux journaux des États-Unis et du Canada.” 16 He seems to have continued running the news agency until the War began in 1914.

Until his death in 1925, Stanton contributed more than four hundred articles to American and French newspapers and magazines, and there are probably more that have not been found. A handful of articles appear in the Westminster Review, but his involvement with British periodicals seems to have been minimal. According to the bibliography of his published writings, more than forty different publications carried Stanton’s original articles between 1883 and the end of his life in 1925. After the Daily Inter Ocean, the ones that published him most often were the Chicago Critic and Open Court (thirty-nine articles each); the Nation (thirty-three); the New York Times (twenty); the Independent (sixteen); Lippincott’s Monthly Magazine (nine) and the North American Review (eight). Stanton was the American editor of the English-language Paris newspaper Galignani Messenger around 1888. His participation there was short-lived, possibly because the paper passed out of the hands of the original family owners in 1889. 17 Of the eleven or so French publications, mostly magazines, to which Stanton contributed one or two articles each of French-American interest, one stands out: Stanton wrote a series of forty-four “Lettres américaines” for the Paris literary review Mercure de France between 1911 and 1922. This series was mirrored by Stanton’s “Literary Affairs in France” series, consisting of twenty-two articles for the

Chicago *Dial*, from 1915 to 1917. Perennially frustrated by national bias in international news reporting, Stanton and others tried from 1911 to launch a newspaper titled *Le Journal international*. It was to be printed in Paris, in French, with himself as editor. He had selected eighty diplomats, statesmen, and journalists to serve as an “advisory board.” The newspaper was intended to begin as a weekly and eventually to become a daily publication. Despite the evidence of a detailed prospectus and a press campaign promoting it, there is no sign of it ever having been published, although Stanton continued to pursue the idea.18

Stanton’s career in transatlantic journalism through the end of the 1880s, with the exception of his *Open Court* articles, was primarily in newspaper work as opposed to magazines. For the first three years he dealt directly with the editor of the *Inter Ocean* as a writer, without a middleman. At the same time, he had daily professional contact with French and international telegraphic news agencies. His original contributions to them, if any, were most likely unsigned and have not been traced. Stanton’s writing output decreased in 1887 and 1888 while he published and edited a syndicated mail service for American newspaper editors. He gathered more than a hundred writers of different nationalities as contributors, suggesting topics, paying a flat sum, and processing articles for printing. All articles were signed, and so writers benefited from having their names appear in a number of North American newspapers at once. Stanton and his partners, as syndicators, created an economy of scale by providing a greater volume of material to editors with lower mailing and communication costs. Stanton continued this middleman activity alone in a freelance

capacity after the *European Correspondent* ceased publication in 1887, by taking up with the *Daily Inter Ocean* again. Through him, the work of another sixty-five writers appeared in the *Inter Ocean* under their own names, this time with an innovative difference: their articles began to carry a copyright notice at the end. Both of these middleman projects of Stanton’s are discussed in the next two sections.


The European Correspondence Company was a syndicated publishing service created in Paris in the mid-1880s that supplied North American newspaper editors with international non-news content by mail. Theodore Stanton was one of the syndicate’s founders and served as editor of its weekly publication, *The European Correspondent*, during the short life of the independent venture in 1886 and 1887. The complete run of the *European Correspondent* consists of one specimen issue (26 May 1886) and thirty-seven weekly issues (16 October 1886 to 25 June 1887). The numbered regular issues are dated on Saturdays and range between four and eight pages in length. The serial was printed in Paris, in English. Its pages, consisting of three columns of about one thousand words each, resemble those of a newspaper. Unlike a newspaper, however, it was not distributed directly to the public. Instead, it provided newspaper editors in the United States and Canada with professionally edited copy which they could incorporate into daily or weekly editions. Once a week, the syndicate mailed a packet of the latest issue of the *European Correspondent* by transatlantic steamer to its agent in New York. He forwarded a single copy of the issue to each subscribing newspaper editor in North America. Those editors selected and reprinted content at will, using their own methods. No business records have been found of the European Correspondence Company, and only a few letters to Stanton have survived from that period.
Fortunately, a complete run of the *European Correspondent* has been preserved. Many advertisements for the syndicate appear in its own pages, along with useful notes and instructions to editors concerning the serial’s intended use.19

It is hard to know how many or which newspapers subscribed to the syndicate’s service in addition to the four in Chicago, Boston, Charleston, and Kansas City that contributed the following testimonials to the *European Correspondent*:

The *European Correspondent* will grow in popularity if you keep up the standard. It will be a saving to us of both trouble and expense. It supplements the cables and gives us all the foreign matter we really need. – William Penn Nixon, Editor-in-chief of the *Chicago Inter Ocean*.

I am sure that I shall find the *European Correspondent* exceedingly useful. – Captain Dawson, Editor of the *Charleston (S.C.) News and Courrier* [sic].

We are much pleased with the *European Correspondent*. – *Boston Courrier* [sic].

We find the *European Correspondent* refreshingly satisfactory. *Kansas City (Missouri) Journal*.20

Favourable opinions from the *Indépendance belge* and the *Gil Blas* are also documented, although those French-language European papers were necessarily not subscribers. The quoted opinions attest to the novelty of the service and suggest the special niche it occupied among newspaper editors’ supply sources. The *European Correspondent* supplemented cabled news, replacing the material that began to be lost with the attrition of the post of foreign mail correspondent.

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19 Thirty-eight original issues of the *European Correspondent* have been bound in one volume, apparently by Stanton himself using a purchased stationery product: a sticker on the inside back cover board of the binding gives instructions for use: “La Reliure mobile (Em. T. Paris, Déposé), Mode d’emploi,” etc. Above it, Stanton has written in ink: “This collection is complete; it was a weekly publication issued in Paris. It continued for a year or two longer but under another form. T.S.” Stanton’s volume of the *European Correspondent* is conserved in the Rare and Manuscript Collections in the Carl A. Kroch Library, Cornell University, Ithaca, NY. A small library bookplate under Stanton’s note reads: “The gift of Theodore Stanton, 1 / 5 / 95.”

20 *European Correspondent* 16 (29 Jan. 1887): 5. A comparative study of the *European Correspondent*’s text, as it may have appeared in these four newspapers (presumed to be subscribers) has yet to be carried out.
The European Correspondence Company was founded by Stanton and two other American journalists, both colleagues in the Paris foreign press corps. Edward Smith King (1848-1896) was a correspondent of the New York *Evening Post* and the Boston *Journal*. King contributed nine articles to the *European Correspondent* as opposed to Stanton’s six but it is not clear what his other duties were. A third partner was Clarence Wason. Little is known about him, but he may have been the Clarence Wason who had published the weekly *Charlestown* (Massachusetts) *Chronicle* before becoming the editor of the Boston *Globe* in 1872, then moving to Paris at some point. In the early 1890s, Wason was the Paris representative of the American publishing houses Osgood, McIlvaine & Co. (Boston) and Harper & Brothers (New York), preceding Stanton in the Harper position. No *European Correspondent* articles are signed by Wason, unless pseudonymously. An indication of his primary position as the financial backer of the syndicate is perhaps found in its name, which appears invariably in the pages of the serial as “The European Correspondence Company (Wason & Co.)”.

The syndicate’s Paris office was located at 42 rue de la Bruyère until it moved to 5 rue Ganneron. The proximity of both addresses to the St. Lazare and the Gare du Nord railway stations possibly had to do with trains which started from there for Le Havre and other Atlantic ports. The *European Correspondent*’s printer was T. Symonds, a firm which

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21 King, also a poet and novelist, lived in Paris from 1875 until 1888. As a foreigner, he was not eligible to serve as the Secretary of the Société des gens de lettres de France, as he is said, to have done in some published biographical entries.

22 Steamships serving the Le Havre to New York route in the 1880s for the French Compagnie générale transatlantique were the fastest on the water. In January 1887, the *European Correspondent*’s banner or title area began to include, to the left of the date, the name of the ship making the crossing that week, “Per Steamer ‘La Bourgogne,’” for example. That ship and the Umbria and the Etruria had set new speed records, making the crossing in under eight days. Other ships mentioned, La Champagne, La Bretagne, and La Gascogne, also made the run for the French line. The Eider, Werra, Trave, Saale, and Aller, ships of the (German) Norddeutscher Lloyd line, had delivered the *European Correspondent* during January 1887, after which the French company
had the personnel and equipment to set type in English. It was also located near the Gare du Nord station, at 90 rue Rochechouart.

In addition to the three principals of the European Correspondence Company, office staff in Paris were required to manage production, distribution, and financial accounting. They scheduled deliveries of manuscripts and layouts to the printer, got the printed copies onto the steamships on time, and paid bills and wages. Identified at the end of each issue as “Le Gérant” was A. Delpierre, who was succeeded in April 1887 by J. Mellet. This was the publisher, nominal or otherwise, whom French law required to be designated to stand for any libel printed in the *European Correspondent*’s pages. Another business manager in New York City, W. R. Benjamin, received the printed issues from Paris and mailed them to the list of subscribers, dealt with editors’ queries and requests, billed and collected subscription fees, and forwarded payments and correspondence to Paris. His address is listed first as the Westminster Hotel, then room 54 of the *Tribune* Building, then at 744 Broadway. Stanton sailed to New York on 3 June 1886, armed no doubt with a stack of the specimen issue of the *European Correspondent* dated 26 May and a prospectus of the syndicate’s plan. He was in the United States gathering subscriptions until 25 August, returning to Paris to publish the first regular issue on 16 October 1886.

The syndicate’s method of production and transmission – printed copy sent by mail as opposed to condensed telegraph dispatches – allowed the *European Correspondent* to offer an array of complete, polished articles on European life and arts. Among them, ten were accompanied by one or more small illustrations. Arts reviews, news of travelling Americans and international celebrities, miscellany, humour, and a dozen short fiction pieces made up

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the rest. Under the heading “Our Plan,” the *European Correspondent* itemized its “Budget of First-class Continental Reading Matter,” offering:

1. **LETTERS** written from the various European centers, by special correspondents.

2. **CURRENT MISCELLANY**, translated from the latest foreign newspapers and magazines.

3. **EUROPEAN GOSSIP**, culled from all Continental points.

4. **MUSICAL AND DRAMATIC INTELLIGENCE** carefully prepared by competent writers.

5. **PERSONAL NOTES** concerning Americans travelling or living abroad and foreigners of note.

6. **ART NOTES**, criticisms of new pictures, accounts of important picture sales, etc.

7. **LITERARY NEWS**, reviews of books, etc.

8. In short, to act as the foreign editor for the American press.²³

This list describes quite closely the contents of the specimen issue. A similar editorial policy is followed fairly consistently throughout the run.²⁴ Stanton signs the opening piece, keeping up a newspaper tradition with “Our Paris Letter.” In the eighth item of the plan, the surrogate role Stanton proposed to play for editors had the potential to be all the more effective for being based in Europe close to sources of cultural news. In Stanton, editors shared, in effect, a sub-editor who handled the gathering and composition of foreign mail correspondence.

The *European Correspondent* supplied editors with the equivalent of twelve average newspaper columns of foreign content for a subscription fee of five dollars weekly, payable every four weeks, which was “less than the usual price paid by first-class newspapers for one

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²⁴ Fiction is notably absent from the items of the syndicate’s plan. It was brought in, without announcement or subsequent promotion, halfway through the run, suggesting that the syndicate may have responded to subscribers’ comments. This and other more subtle changes are discussed below.
column of correspondence.”25 The economic benefit to editors receiving the service is clear. It gave them a large amount of European cultural news without the effort and expense of coordinating numerous submissions from a number of foreign correspondents, and at “a much lower price than it is possible for individual writers to accept.”26 Exclusive local use of the service was guaranteed: “The European Correspondent is furnished to only one newspaper in each city. It is distributed so that all subscribers may use its content at the same time.”27 Simultaneous distribution is of course a defining concept of syndication. Protecting subscribers’ exclusivity by not selling to other newspapers within a defined circulation area was also a common practice of syndicates. This helped support editors’ claims of a newspaper’s originality which was important for circulation, especially in view of the homogenizing effect of agency-supplied news content.

There were benefits for foreign correspondents writing for Stanton’s syndicate, as well. As Stanton noted above, telegraphic agencies dominated the supply of foreign news to American newspapers, and few papers could afford to retain their own mail correspondents as well as pay for agency news. For correspondents, forming a syndicate was a way to continue in the field of cultural, non-news reporting in spite of the loss of opportunities Stanton attributed to the transatlantic telegraph. In a shrinking job market, American correspondents residing in Paris could deal locally with Stanton’s syndicate instead of trying to establish new relations with American editors. Also through the syndicate, European journalists gained access to the American newspaper market for the first time. Contributors knew that their signed articles would appear in potentially hundreds of North American cities, leading perhaps to new opportunities.

North American and British newspapers still retained their own correspondents on the Continent, but often a single reporter was in charge of covering “hard” and “soft” news in a wide region. Even if that reporter used both cable and mail methods, the scope and depth of coverage were limited by his or her own capabilities and interests. As Theodore Child, a correspondent for British and American periodicals wrote in 1885:

[T]he system of trusting mainly, if not exclusively, to one correspondent, who is, so to speak, chained to the end of a telegraph wire, is open to criticism. The correspondent in question has little time or opportunity for wide and varied observation, and he naturally tends to fall into a groove. The system of the *Indépendance belge*, with its dozen correspondents all working on their own account in different spheres, gives excellent results. It is difficult for one and the same man to deal satisfactorily with the many different subjects and events which present themselves in the course of the Parisian year.  

Influenced perhaps by the Belgian newspaper’s example, the *European Correspondent* offered first-hand observations and authoritative original articles on a wide variety of subjects. Many were written by experts in specialized fields. The syndicate’s plan took further advantage of the fact that so many international journalists, academics, and diplomats were attracted to Paris, an important information hub and political crossroads. Stanton and his colleagues were able to widen the scope of the traditional mail correspondent’s “Paris Letter” to include reports on all of Europe and sometimes from even farther afield, for example Russia and Africa.

The syndicate looked beyond professional journalists to politicians and other authoritative voices as contributors of articles on, for example, Scandinavian affairs (signed by a member of the Norwegian Storthing), French domestic politics (by writer and politician Joseph Fabre), or German elections (by Cornell history professor Horatio S. White). Other original articles, equally reliable in their viewpoints, include Frederick Douglass’s own

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impressions of Paris and French culture, as well as Elizabeth Cady Stanton’s opinions of current British affairs. Experienced European and American journalists and editors such as Juliette Adam, Emily Crawford, Cleveland L. Moffett, and Theodore Tilton also contributed highly detailed original articles on Hungary and the painter Munkaczy, as well as lighter aspects of European life such as *haute couture* fashions at Worth’s, French billiards, Naples as a resort destination, and Christmas shopping in England. Edward King and Theodore Stanton covered social and literary Paris, respectively, in their columns.

With fewer correspondents in the field dedicated to such specialized, in-depth reporting, American newspaper editors resorted to the time-honoured practice of reprinting foreign content from other North American or British newspapers. Some original foreign material was provided by the telegraphic agencies, commissioned from the agencies’ own correspondents. Those pieces were printed by most American papers and were often seen many times over by readers, but such content was not always composed with American readers in mind. Editors still desired exclusive, original material of the sort which specialized mail correspondents, writing expressly for American readers in a given region, had formerly provided. This gave a competitive advantage to the European Correspondence Company. The syndicate selected and prepared content “knowing the taste of the American Public,” offering “Fresh Newspaper Letters” which were “equal in freshness and excellence to that sent by Special Correspondents.”

The *European Correspondent*’s articles were either original or appeared for the first time in English:

> All the letters appearing in the *European Correspondent* are written exclusively for its subscribers, and all the rest of the matter is prepared expressly for its columns. There is no English “reprint” used.

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30 Ibid.
The syndicate did in fact make extensive use of reprints of both signed articles and anonymous miscellany. Its innovation was to acquire material from European sources published in other languages than English. North American readers were not as likely to have encountered these elsewhere. Well over half the content was, however, originally composed for or by the syndicate. Nine out of fifteen columns in the specimen issue are original. This includes correspondents’ “letters,” and some of the other articles, as well as “Art Notes,” “Literary News,” “Musical and Dramatic Intelligence” and “Personal Notes.” “Current Miscellany,” all the fiction, and some articles are translated reprints from European periodicals. “European Gossip” is a mix of original and translated material. Every issue carries one or two main articles which range from three to five thousand words and one or more shorter journalistic pieces between one and two thousand words in length. Remaining columns are devoted to compilations of miscellany and personal items gleaned through the proprietors’ own extensive professional and social networks of “consular agents, bankers, travelers, university students, artists,” and Americans residing in Europe.\textsuperscript{31} The non-original content has a similarly wide range of length and subject. The result is a unique insiders’ view of Europe, cohesively edited for American readers.

The information to editors that the syndicate printed in the columns of the \textit{European Correspondent} provides many valuable clues about how the service was intended to operate. From the first specimen issue through the ninth regular number, the reading matter was unaccompanied by a masthead or anything denoting the proprietors’ presence, apart from the banner or title area at the top of the first page. The title and sub-title \textit{“The European Correspondent. A Newspaper for Newspapers”} appeared at the head of the specimen issue only. In the regular issues that began in October, the sub-title no longer appears. The result

\textsuperscript{31} \textit{European Correspondent} 14 (15 Jan. 1887): 7.
was perhaps too subtle. In the tenth weekly issue of the *European Correspondent* (18 December 1887), explanations of the syndicated service, advertisements for upcoming issues, tables of contents and instructions to editors started to appear. These may have been added to address concerns that the publication resembled a finished product, ready to insert as a supplement in newspaper editions. Ironically, with the addition of masthead-like advertisements for the syndicate among its articles, the issues resembled a finished newspaper even more. In spite of its deceptively neat appearance even down to its numbered pages, the *European Correspondent* was not immediately usable in the form in which it arrived. Not only was it distributed in single copies, its dimensions were smaller than an American newspaper’s. Measuring twenty-six by thirty-two centimetres, it was not much larger than an eight-and-a-half by eleven-inch page. The syndicate’s proprietors saw fit to explain:

> The *European Correspondent* is not a Newspaper for the General Public; it is a collection of Private Correspondence for Editors alone, and is simply put in type for convenience. Editors are earnestly requested to use its contents as coming from their own correspondents.32

The same explanation appears more prominently in subsequent issues:

> The *European Correspondent* is not a newspaper. It is never seen by the general public. Its contents are put in type simply for convenience. 33

The polished appearance of the serial, set in fairly small type and neatly laid out, does seem to have caused some confusion among editors. A brief comparison with other methods of syndication may be useful to understand how they may have perceived it.

By the 1880s editors of American newspapers, from country weeklies to multi-edition urban dailies, were well used to receiving syndicated material, some of which was delivered

in multiple, already-printed copies. Two umbrella terms for newspaper syndication are “auxiliary” and “co-operative publishing.” These terms provide the basic concept of syndicating, which began simply as a cost-effective way for editors to share newsgathering resources and reduce typesetting and printing expenses. We recall from the glossary of terms for publishing middlemen in the introductory chapter the organizations or “unions” of newspaper editors that grouped together to purchase costlier material, usually a novel for serialization. At the same time, some editors were selling ready-to-insert reprint sheets of their own material to other newspapers. The independent syndication enterprises that developed from those methods supplied newspaper copy in three ways: readyprint; stereotype or electrotype plates; and galley proofs. Each method had advantages and disadvantages for different editors.

Readyprint was the technical evolution of newspaper editors’ long-standing practice of sharing copy. Editors cut and pasted material freely from other newspapers in the early days when news supply was erratic and circulation areas were small. It was some time after 1800 that editors began printing special news reports on one side of a sheet and selling them in multiple copies to other, usually smaller, newspapers, which would print local material on the other side. From the late 1850s in Great Britain and the early 1860s in the United States, independent firms such as Tillotson and Kellogg began supplying these “partly printed sheets.” Such inserts came to be called “patent insides” when advertisements, usually for medicines, began to be printed on the other side, and multiple copies were shipped to each subscriber ready to insert in newspaper editions. Readyprint continued for a long time to be

an economical option for small newspapers with limited resources for sourcing and typesetting material. Because advertising lowered the cost of producing readyprint, editors could receive fully printed sheets for not much more than the price of blank paper. Readyprint offerings came to be produced to order, satisfying editors’ requests for customized content or appearance. This resulted in the production of an astonishing number, as many as a hundred by some firms, of different custom editions of weekly instalments of readyprint sheets.36

Plate service was a variation on readyprint which gave newspaper editors even more choice in the content and appearance of the copy. Many syndicates offered both plate and readyprint services from the 1860s in Britain and the 1870s in the United States. Instead of receiving pre-printed sheets, editors could order metal stereotype or electrotype plates containing typeset copy that went directly into their printing presses. Plates could be designed and manufactured to suit a certain typeface and layout. They could be cut before or after delivery in order to supply or print single stories or columns, allowing editors the flexibility to incorporate material in a layout with a seamless-looking result. This service was more expensive than readyprint but was an efficient choice for editors of medium-sized newspaper firms. The cost of plate service was partially offset by saving the expense of in-house typesetting.

Galley-proof syndicated material was simply written or printed text distributed in single copies to be set in type and printed again by subscribing newspapers. This was the method chosen by the European Correspondence Company. It was the method that had been adopted sometime in the 1870s by Tillotson, the British readyprint and plate provider, as a more efficient way to distribute fiction selections to different groups of newspapers. By the

36 Ibid., 154.
mid-1880s, large newspapers on both sides of the Atlantic were using new printing processes instead of plates and preferred to do typesetting in house. Smaller newspapers continued to receive plates and readyprint. Around 1884 in New York, two competing newspaper syndicates specializing in original fiction were founded by Samuel Sidney McClure and Addison Irving Bacheller. They supplied copy only in galley-proof form, to be typeset by subscribing editors. At first, the McClure and Bacheller syndicates had material copied by hand for distribution to editors. They then used the hectograph, a duplication system using an inked gelatine surface, to mechanically copy hand-written material. As their businesses grew, they adopted the method of having material set in type and duplicated in small runs by a third party, often one of the subscribing newspapers, in exchange for the use of the material.37 Whether printed or hand-copied, galley-proof material, also known as “slip-service,” was not insert-ready, but had to be typeset by the subscriber. This gave editors a high level of control over where and in what format they presented the material in their editions, along with great flexibility right up until press time to add or remove material. Like readyprint and plate subscribers, they demanded more and more participation in the choice and even the literary composition of galley-proof copy. Suppliers fulfilled newspaper editors’ specific requests for stories to the point where, according to Charles Johanningsmeier, “galley proof syndicates can best be understood as part-time sub-editors of these papers.”38

It was during this period in the mid-1880s, when readyprint service was already established and galley-proof syndicates were still fairly new, that the European Correspondence Company was launched. The much faster linotype typesetting process had just been invented in 1884, making in-house typesetting, and therefore galley-proof service,
even more attractive. Stanton must have been aware of the first machine to be installed at an American paper, at the Tribune in June 1886, at the time of his visit to New York, but the widespread use of linotype may have come just a bit too late to help his syndicate succeed. The galley-proof method was the only viable option for transatlantic syndication of the European Correspondent due to the prohibitive cost of shipping large numbers of sheets, as in readyprint service, or metal plates, as in plate service. Some editors who were used to receiving readyprint were certainly puzzled by the European Correspondent’s galley-proof format because of its small size and its single-copy distribution. The term “galley proof,” from book publishing, refers to the printed sheets that are initially produced for making corrections prior to final typesetting for publication. Galley proofs, therefore, are not the finished product, but “copy,” the raw material from which the finished product is made. To those editors who were familiar with other typeset galley-proof offerings such as McClure’s short fiction service, the sheer amount of the European Correspondent’s content was perhaps unexpected. As well, articles are tightly laid out on numbered, three-column pages. The articles are precisely edited for length, such that they tend not to run over onto the next page, giving a more polished appearance, perhaps, than that of other typeset galley-proof copy. All columns are completely filled, as in a finished newspaper, up until the twenty-fourth issue (26 March) when blank portions begin to appear at the bottom of some columns and more space is given over to small advertisements for the syndicate.

Slight modifications in the European Correspondent’s presentation suggest that editors required some guidance as to its use. In the sub-headings of articles which had read “[From a Special Correspondent]” the text was modified to “[From a Special Correspondent of the ]”. The blank space was added to show editors how to follow the suggestion
that they present material “as coming from their own correspondents.”\textsuperscript{39} From the ninth issue, 4 December 1886, a new sub-title, “Printed Exclusively for Editors” appears in the front-page banner under the serial’s title. In the twenty-third issue, 19 March 1887, it changes to “\textit{Prepared} Exclusively for Editors” (emphasis added), apparently to underscore again the need to re-set and reprint the content.

Other peculiarities in the way the \textit{European Correspondent} itself was printed further disqualify it as a readyprint insert. The pages of each issue were printed out of order, with blank pages interspersed. The format in which editors encountered it provides some insight into the way they may have used the set of printed sheets they received each week. Most issues consist of four or six pages. They were printed in quarto size, with only four newspaper pages printed on each galley or printer’s sheet of paper, which can take up to eight printed pages. With the pages folded and the edges trimmed, each issue resembles a small newspaper, but one with four printed and four blank pages. Page one always appeared at the front. Inside, page sequences varied, but the point was that printed pages were always blank on the other side. This allowed subscribing editors to use the copy quite selectively. They could reproduce the same page layout and print everything, or else scissor columns or paragraphs to change the order of articles or to fill the smallest gaps in their copy, without having to worry about cutting through print on the other side of the page.\textsuperscript{40}

Exactly why the \textit{European Correspondent} ceased to publish after only thirty-seven regular issues is not known, although the main reason was likely financial. A reference found in a biographical entry about one of the syndicate’s partners, Edward Smith King, refers to a

\begin{footnotesize}
\begin{itemize}
\item \textsuperscript{39} \textit{European Correspondent} 10 (18 Dec. 1886): 4.
\item \textsuperscript{40} The example of Stanton’s bound volume of the \textit{European Correspondent} underscores the importance of preserving the physical attributes of any printed materials undergoing digitization. Any reproduction which records the text and images but omits the apparently useless blank pages loses a valuable record of evidence of how the printed matter was originally produced and how it may have been used by newspaper editors.
\end{itemize}
\end{footnotesize}
major financial loss: “After 1885 he became involved in a disastrous business venture, which burdened him with heavy debts.”

King returned permanently to the United States in 1888. Revenue for the European Correspondence syndicate could only come from subscription fees. Because editors selected and reprinted the material they received, the galley-proof format could not feasibly include advertising in its offerings, unlike readyprint and plate-service syndicated material. To be profitable, it must have been necessary for the European Correspondence Company to maintain a substantial list of subscribing newspapers. A number in the low hundreds would not have been an unreasonable target.

Operating expenses were considerable, beginning with contributors’ wages. Each issue of the *European Correspondent* carried one or more articles for which writers were paid fifty to one hundred francs (ten to twenty American dollars) or more. Such original contributions appeared variously in each issue as three shorter articles of one to three columns, one to three thousand words, or one longer article of four to five thousand words. The rest of the material was reprinted from European periodicals at no cost, except for translation.

Stanton economized a little by hiring art students to do the illustrations. Original contributions by students and non-professional journalists were probably acquired as cheaply. To other contributors, Stanton began by offering fifty francs for short “letters,” far

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42 Stanton may have done much of the translation work himself. The question remains unanswered whether the authors of signed articles and fiction, previously published and reprinted in translation, were remunerated. The copyright status of the *European Correspondent’s* content was ambiguous. Although it was printed in Paris, where the Société des gens de lettres controlled newspaper reprinting, it was sold to editors and distributed to the public in the United States, where compensation was not yet required by law. Possibly, Stanton acquired reprint material with permission but free of charge in exchange for the publicity value in the American market.
43 Stanton referred to “the young French artists of the Fine Arts School in Paris, who do this work at times for some of my syndicate letters.” Theodore Stanton to Russell Benjamin Harrison, 2 Nov. 1890, Harrison, R.B. mss., Manuscripts Department, Lilly Library, Indiana University, Bloomington, IN.
less than the going rate elsewhere for longer articles. Professor Rasmus B. Anderson, a Norse scholar serving as the United States Ambassador to Denmark, also wrote for the Nation, a highly respected political weekly magazine published in New York. His regular contributions appeared there as unsigned editorials. He responded somewhat incredulously to Stanton’s offer:

You offer fifty francs. How much do you expect a person to write for 50 francs? I should not care to fill a couple of pages in your paper for that amount, as I can do very much better elsewhere. 45

Stanton had not specified at first the length of the contribution. He must have replied to Anderson that the fee could be increased for longer pieces. Anderson sent a one-thousand-word piece on the death of the Latin scholar Dr. J.N. Madvig, signed “An American Scholar,” adding:

I will gradually pick up such bits of news as I think you can use and occasionally send you a batch. On Madvig I could not do less than with an extended article. If you cannot use it, please return it at once. 46

Stanton accepted the piece, presumably at the higher price of seventy-five or one hundred francs for an “extended” article, although it was quite short compared with other original contributions. It appeared in the next issue. 47 Stanton did his best to maintain the fifty-franc rate with other contributors, with varying success.

During the initial two months of the European Correspondent’s run, the syndicate paid for three original articles per issue. These covered no more than six columns or two pages, amounting to one third of the issue’s content. From that point on, the portion of original content increased. After the fifteenth issue (22 January 1887), the European

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46 Ibid.
Correspondent maintained a minimum of sixty per cent original material, and often exceeded it. From January to June there were five original articles on average in each six- or eight-page issue. In all, one hundred and two different writers, including Stanton and King, contributed one hundred and sixty-one original articles, or fifty-five per cent of the serial’s total content. The budget for paying contributors during the first few months seems to have been one hundred and fifty francs, for three original articles per issue. Towards the middle of the run, issues grew intermittently in size along with the number of contributors: as many as nine original articles appeared some weeks. Even if Stanton succeeded in limiting the weekly amount he paid contributors for original content to two hundred francs (forty dollars) each week, and that seems a low figure, the syndicate would have needed eight subscribers at five dollars each merely to defray that small part of its costs.

Certainly, other overhead expenses in Paris were high. On top of costs for an office, a production manager and occasional clerical staff came expenses for specialty typesetting and printing in English. Then there were transatlantic mailing costs, as well as wages and office expenses to pay to Benjamin, the New York agent. Finally, the three company principals expected a return on their labour or investment. Among them, Stanton was probably drawing a salary as editor, as he does not appear to have written for other periodicals during this time.

Competition was great for American newspaper editors’ budgets for syndicated services by 1886. Editors interested in receiving international content of the type Stanton’s syndicate offered were already bearing the expense of receiving urgent news by telegraph from agencies and their own correspondents, in addition to mail reports in some cases. The demand for what seems a large amount, on a weekly basis, of foreign cultural reporting must have varied from paper to paper and from region to region, compared with fiction and other
syndicated content of a more universal appeal. An increasing array of specialized providers – of fiction, women’s material, comics, and so on – gave newspaper editors more control over how much, and what type of content they purchased. They tended not to make long-term contracts with one firm. There is no evidence that the European Correspondence Company was willing or able to fill custom orders, changing the content for individual editors the way other galley-proof syndicates did. Faster transportation in the United States was increasing the circulation area of large urban newspapers. As a result, all kinds of syndicates found it more difficult to guarantee exclusivity to subscribers in a given region, an important part of any syndication plan.

Lastly, other barriers having to do with readers’ tastes may have impeded the success of the European Correspondent. In a note to editors in the fourteenth issue (15 January 1887), Stanton outlined his plan for a “Literary News” column (which had begun as “Foreign Literary Notes” in the specimen issue):

Under this head we aim to give careful digests of the latest literary intelligence that appears in the current English, German, Italian, French and other foreign publications. No important literary event of the week, in any European country, will be left unchronicled. This budget aims to be complete as a current weekly record, and will save you the cost and trouble of examining sixty or seventy of the principal European literary journals.

It is an ambitious claim, but the accompanying column, at around three thousand words, is nonetheless quite comprehensive. The column is not repeated, however. The “Literary News” section disappears entirely from the fifteenth issue on. A few longer, translated French reprints, mostly dramatic reviews, take the place of the literary columns, along with two or three page-length articles by Stanton consisting of general overviews of Continental

49 Ibid., 222.
newspapers and periodicals. In many of the last eighteen issues, from 26 February 1887, a page is given over to French short fiction.\textsuperscript{51} Political articles tend to give way to travel and fashion pieces. In these articles and stories, a subtle but abrupt shift in style is apparent: articles begin to incorporate a large amount of dialogue in quotation marks. The interview becomes a preferred format for most reporting, and information is conveyed in the form of a fascinating conversation. In the fiction pieces, as they have been rendered in these particular translations, dialogue in quotation marks is heavily featured, often outweighing narrative text. Some political articles that still appear uphold a level of seriousness that marked the first months of the serial, but all original literary criticism and European publishing news are absent from the last twenty-two issues. The overall effect is of a much lighter collection of reading matter, denoting perhaps a desire on the part of readers to return to the personality-driven, chatty appeal of the traditional mail correspondent’s “letter” from foreign places.

Newspaper syndicates had contributed much to the creation and growth of the weekly newspaper supplement or Sunday magazine section, where the \textit{European Correspondent}’s copy probably most often appeared. That format was the forerunner of the independent illustrated magazine which started to explode on the market in the late 1880s and compete with newspapers.\textsuperscript{52} Syndicates did business with the new independent magazines as well as with newspaper supplements, which continued to thrive but lost ground as magazines achieved national distribution in the 1890s. As with newspapers, the expectation of exclusivity in ever-larger circulation areas meant a decrease in overall syndicate sales. Syndicates, which acted as brokers, buying material outright and re-selling it for a one-time fee, were not in a position to share in larger circulation profits, and the market would not bear

\textsuperscript{51} See appendix A. It is unknown whether these translations were made for the \textit{European Correspondent}.
\textsuperscript{52} Johanningsmeier, \textit{Fiction and the American Literary Marketplace}, 223.
the raising of syndicate fees accordingly. Finally, independent magazines built reputations on their own original feature articles and exclusive editions of fiction, which they acquired individually through literary agents and fiction bureaus. Syndicates continued to supply both magazines and newspapers with general features such as horoscopes, comics, and the like, as they still do today, but by 1887 the market for the kind of sophisticated, in-depth, and comprehensive foreign coverage offered by the European Correspondence Company was already shifting away from newspapers and fracturing into specialized magazine markets where copy was supplied by other means than syndication.

3.c. “Copyright T.S.”

The form under which Stanton continued his middleman role for European writers and American newspapers after the *European Correspondent* ceased publication in June 1887 was as a freelance sub-editor of sorts, as well as a transatlantic syndicator of articles. Like McClure in his American syndicate operations, a primary focus on newspapers would be gradually re-directed towards opportunities in magazines over the following few years.

In the meantime, Stanton continued to bring American editors and European writers together. No communications between Stanton and American editors have been preserved, but some details about his activities during these few years are revealed in his correspondence with some of the writers. The scope of this syndicate operation seems to have been smaller than that of his partnership with King and Wason. Stanton’s was still a galley-proof service, except that the “galleys” he provided were manuscript copy instead of printer’s proofs like the European Correspondence Company had distributed. One British contributor mentions Stanton’s “New York agent,” suggesting that retaining Benjamin or

53 French composer Jules Massenet wrote to Stanton: “Voici l’article – je l’ai fait recopié [sic] sur un papier spécial en vue de l’expédition par la poste.” Jules Massenet to Theodore Stanton, 24 Oct. 1890, Theodore Stanton Papers. The article has not been traced, but it must have been translated, if not written in English.
someone else to handle local communications in the United States remained a part of the syndication plan.\(^{54}\)

As the *European Correspondent*’s fortunes were on the decline, Stanton continued to cast a wide net for literary contributors among journalists and other writers based in Europe. Eugene Schuyler, an American scholar and diplomat stationed in Italy, accepted an offer to write for the *European Correspondent*, or Stanton’s freelance syndicate which continued the idea, as late as May of 1887. Schuyler was a regular contributor to the *Nation*.\(^{55}\) Stanton initiated contacts with a number of diplomats and others who wrote for that political magazine, Rasmus B. Anderson among them. Henry James was another, and Stanton kept his elegant letter of refusal:

> I am greatly obliged to you for your proposal that I shall write a monthly letter for your syndicate of newspapers – & sorry that my other engagements & my growing indisposition to do anything in the way of correspondence – for which I never have had any facility to speak of – should place insurmountable obstacles in the way of my entertaining it.\(^{56}\)

Other writers cited conflicting obligations in their refusals, such as British author and politician Thomas Hughes:

> No, I can’t write any more letters for your papers. I once undertook it for a few weeks for the NY *Tribune* when I was in the House of Commons & got into such hot water on both sides that I am not disposed to repeat the experiment.\(^{57}\)

Amelia B. Edwards, the British novelist and Egyptologist, suggested pseudonymous contributions, explaining:

> I very rarely write for the papers now, except for The Times. […] the Editor objects to names of writers being known. Therefore regard the fact that I am

\(^{54}\) Charles Bradlaugh to Theodore Stanton, 1 Dec. 1890, Theodore Stanton Papers.

\(^{55}\) Eugene Schuyler to Theodore Stanton, 13 May 1887, Theodore Stanton Papers. Stanton had two of Schuyler’s articles published posthumously in the *Daily Inter Ocean* in September and November of 1890. In July, Schuyler had died of malaria at age fifty, after accepting the post of U.S. consul general of Egypt.

\(^{56}\) Henry James to Theodore Stanton, 17 Aug. 1887, Theodore Stanton Papers.

\(^{57}\) Thomas Hughes to Theodore Stanton, 10 May 1888, Theodore Stanton Papers.
on the staff of that paper as confidential.\(^{58}\)

The acquisition of new material from a wide circle of writers seemed to demand most of Stanton’s time and effort as an editor. He wrote few articles of his own in this period.

From about 1888, Stanton also edited the American column of *Galignani’s Messenger*, the oldest English-language daily newspaper published in Paris. He used the position to his advantage, publishing notices about writers he wished to attract for his syndicate. He would send potential contributors a copy of *Galignani’s*, or of the *European Correspondent*, along with a list of other contributors to his syndicate. Quite a few writers, such as Henry James and William Henry Bishop, whose work appeared frequently in *Harper’s Monthly Magazine*, found Stanton’s list of contributors impressive.\(^{59}\) Writers were not content to work solely for the prestige of being included on Stanton’s elite roster of writers, but this perception helped Stanton to obtain articles for less money than they received elsewhere. Charles Bradlaugh was paid 125 francs.\(^{60}\) Annie Hector, who published novels under the pseudonym “Mrs. Alexander,” accepted seventy-five francs each for a series of six newspaper “letters.”\(^{61}\) Amelia Edwards insisted on at least one hundred francs, noting that the *Times* paid her five pounds (125 francs) per well-spaced column.\(^{62}\) She would not commit to sending Stanton a set number of words, stipulating that she would write some longer and some shorter pieces as the subjects moved her.\(^{63}\) Both Hector and Edwards informed Stanton they would write the articles with the aid of a collaborator, a daughter or a friend, respectively. Other writers as well, whose letters to Stanton are preserved,

\(^{59}\) “You certainly have the very best of names in your list.” William H. Bishop to Theodore Stanton, 30 Oct. 1887, Theodore Stanton Papers.
\(^{60}\) Charles Bradlaugh to Theodore Stanton, 3 Nov. 1890, Theodore Stanton Papers.
\(^{61}\) Annie Hector to Theodore Stanton, 30 Aug. 1890, Theodore Stanton Papers.
\(^{63}\) Edwards to Stanton, 29 Mar. 1889, Theodore Stanton Papers.
demonstrate a lower esteem for writing syndicated newspaper articles than for other writing they were doing. It was a side effort to producing novels and even magazine articles but one that was often useful for other reasons than the extra income. As Edwards wrote to Stanton: “I am quite aware that the proposed letters for your Syndicate would be useful to me in my lecture course.” 64 It was during this period that Edwards lectured extensively in the United States on her Egyptian archaeological excursions. Here, as in other instances, Stanton demonstrates a creative salesmanship as part of his set of qualifications as an editor-syndicator acquiring and managing submissions.

Stanton was closely involved as an editor in the subject matter and content of the articles he solicited, often suggesting titles and ideas for pieces. One writer, the expatriate German revolutionary Karl Blind, who made his living as a journalist, was a frequent contributor to Stanton’s newspaper syndication scheme. Blind reacted strongly to a misunderstanding with Stanton about the approach of one of his articles on the German army, fearing it would not be published. He made Stanton guarantee to pay him for any work Stanton proposed, saying he had been badly “burnt” two or three times in the United States and in Britain. 65 The article was closely revised and the situation resolved, all by letter. Schuyler, on the other hand, trusted Stanton to edit his articles: “There are passages which you may leave out if you wish: I leave it to you.” 66

The syndicate did not seem to be faring very well in 1890, with as few as six subscribers at one point. Edwards, an experienced journalist, had second thoughts when a planned piece, referred to as “At Home,” promised to turn out better than expected, with

64 Ibid.
potentially a much larger commercial return both to herself and to Stanton. She challenged Stanton to make better arrangements for syndicating it:

I am perfectly certain that the success of my lecture tours in America would cause the editors of a large circle of newspapers to grasp readily at the offer of a simultaneous publication, if you can so arrange it. For instance, the Boston Daily Globe, the New York Sun, the Cleveland Plain Dealer, the Hartford Courant, the Philadelphia Free Press, the Baltimore Republican, the Chicago Inter-Ocean, are all papers which have had “interviews” with me, as well as notices of my lectures and are disposed in the most friendly manner towards me. I can easily give you the names of many others at Detroit, Minneapolis, St. Paul, etc. etc. The article is well worth 150 dollars [750 francs] to me -- & it would be literally throwing it away to give to a small syndicate of half-a-dozen papers – as you proposed.67

As with the European Correspondent, the names of the newspapers which subscribed to Stanton’s syndicate are not known. In a subsequent letter, however, Stanton is seen to have paid Edwards twenty pounds, in advance, for “At Home.” Edwards, acknowledging receipt of the cheque, requests two dozen copies of the article, “either on plain sheets, like the specimens you once sent me, or in some of the newspapers in which it appears.”68

Stanton resumed his regular writing for the Inter Ocean, as he had done for three years from 1883 to 1885. In 1889 and 1890, he contributed twenty-three more articles in the same vein as his preceding series, all at around three thousand words in length. In addition, a search of that newspaper has revealed some one hundred and forty more articles on similar European topics that were contributed during that time and into 1891 by sixty-five other writers. Stanton was the middleman for these articles, acting as a kind of sub-editor for the Inter Ocean. Only two of this new group of writers had been among the hundred or so contributors of original material to the European Correspondent, which gives an idea of the range of Stanton’s professional contacts with periodical writers. Stanton’s business dealings

68 Edwards to Stanton, 28 Mar. 1891, Theodore Stanton Papers. Again, articles in question have not been traced to American newspapers, but “At Home” appeared subsequently in a magazine, the Arena, in 1891.
went beyond the Inter Ocean: correspondence with Blind, Bradlaugh, Schuyler and others refers to many articles that Stanton placed elsewhere.

What is striking about the *Inter Ocean* series Stanton brokered from 1889 to 1891 is the fact that most of the articles, which are signed at the end, terminate after the author’s name with Stanton’s initials and a copyright symbol. Some variations are “T.S. c”; “T.S. ©”; or simply “©”. Oddly, Stanton did not include a copyright notice in his own articles until April 1890, when his articles resumed after a three-month hiatus. They were signed, as usual, “Theodore Stanton” at the end, with the addition of a variation of “*Copyrighted by Theodore Stanton” or “*Copyrighted. All rights reserved.”

Stanton brings a further innovation to four articles published in the *Inter Ocean* in the last half of 1890. They are “Socialist Leaders of Europe” by Laura Lafargue, “The Typical American City” by the Marchioness de San Carlos, “Famous Free-Thinkers” by Charles Bradlaugh and “The American Hog” by Dr. Prospero de Pietra Santa. All four articles are presented with an introduction or an afterword, written and signed by Stanton, amounting to about a quarter of the text. Each thus embedded article is also signed by the writer at the end of his or her portion of the piece. The notices “*Copyrighted” or “*Copyrighted. All rights reserved” appear in the usual place at the very end. The Marchioness de San Carlos’s article carries the notice “*Copyrighted by Theodore Stanton,” possibly because Stanton did the English translation of the article.

Unfortunately, it is difficult to ascribe the correct meaning to this effort of Stanton’s to promote awareness of copyright in newspaper journalism. It is not clear if this series for the *Inter Ocean* was part of his syndication plan or if it was a separate series of articles he

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69 Stanton became the Paris representative of the Associated Press telegraphic agency in 1890. He may have needed to differentiate his original mail articles from news items he was sending by cable.
brokered especially for that newspaper, in a variation on his previous relationship with it. The international Berne Convention on copyright was signed in September of 1886, a month before the *European Correspondent* began its regular issues. From that time until the United States passed the International Copyright Act in 1891 (the Chace act), copyright was a prominent political and cultural topic internationally, and attitudes towards intellectual property were changing. The copyright status of newspaper articles remained a thorny problem due to long-entrenched attitudes about the public nature of any item appearing there. Editors, used to freely borrowing news items from other papers, carried that implied permission over to the more creative, originally authored items such as those contributed by Stanton and other mail correspondents. The telegraphic news agencies aided in deterring the practice. As syndicators of hard news material, non-subscriber use of their items, which was identified as coming from the Associated Press, Havas or Reuters, was discouraged. The trend of identifying the authorship of newspaper articles was new, as a *Daily Inter Ocean* article from 1882 explained:

> By the way, do you know that every humble paragraph in a Paris newspaper is always signed with the writer’s name? The idea of impersonality in journalism, which is such a fashion in America, and which English editors insist upon with an even greater pertinacity, is not recognized in Paris.  

The unsigned piece is attributed in the subtitle to the pseudonymous writer “Minimum,” Stanton’s predecessor perhaps. When Stanton began his series the following year, every article was signed.

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70 In contrast, most magazines sought original material, and did not share content. Exceptions to this general rule were magazines which had an editorial policy of gathering and re-publishing material from other magazines, such as *Review of Reviews* (London 1890-1936) *Review of Reviews and World’s Work* (New York, 1890-1937), *Literary Digest* (New York, 1890-1937) and, later, *Reader’s Digest* (Pleasantville, NY, 1922- ).

71 “The Politest on Earth,” *Daily Inter Ocean*, 2 Nov. 1882, 16. The rest of the article deals with the French use of the personal pronoun “I” in reporting, in contrast to the more distanced American style.
It is not surprising, in such a professional and legal climate, that newspaper journalists were interested in getting due credit for and revenue from their work, especially those foreign correspondents who were not salaried but paid by the piece. With newspapers being distributed over a wider range in shorter time frames, the risk was greater of articles being reprinted, while their authors had only been paid for a one-time use. Fees paid by Stanton’s syndicate enterprises for multiple licensed uses of an article were not relatively higher than the pay from individual newspapers, but there was at least the chance of being paid for a greater number of articles. (Amelia Edwards had seen through this equation when she charged Stanton five times his usual rate.) By sending articles to the *Inter Ocean* with a copyright notice embedded, Stanton hoped to deter indiscriminate, un-credited reprinting by other newspapers. By adding his own initials, he created a journalistic brand or trademark. Such a concept was not at odds with the basic idea behind syndication: editors were assured of the consistent quality of the goods supplied because the middleman staked his reputation on it. Stanton’s relationship with the *Inter Ocean* came to an abrupt end in 1891, coinciding with a change in the paper’s ownership and management.72

Around 1890, Stanton became involved with the McClure Literary Syndicate of New York, later called the Associated Literary Press, as a scout or representative for Europe. Samuel Sidney McClure had founded the galley-proof newspaper syndicate in 1884, at first specializing in original fiction but soon also supplying journalistic articles and miscellany. Having conquered the American market, he set his sights on Europe, first to expand his supply sources and to compete with Tillotson in England, and then to enter the Continental

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72 The *Daily Inter Ocean* had a new publisher and business manager from 1891. Herman H. Kohlsaat had no newspaper experience but brought in colour printing and boosted circulation, according to Walter E. Ewert, “The History of the Chicago *Inter Ocean*,” Masters’ Thesis, The Medill School of Journalism Northwestern University, Evanston, IL, 1937, 80-3.
reprint market in English-language books, over which the German publisher Tauchnitz enjoyed a virtual monopoly at the time. McClure wrote to his wife in July 1890: “I have arranged with Stanton to join us and control France.”73 No evidence remains that the proposed reprint business was started, but one letter from Stanton to John S. Phillips, who ran the New York syndicate for the constantly travelling McClure, shows that some kind of professional relationship existed:

> “Please settle up matters for 1890 as promptly as possible. I send herewith the statement for January. It happens to be larger than usual because several dear letters chance to come together. Any hints or suggestions at any time I shall be glad to receive. […] I keep sending the mss. to London. Are there not some in New York that should be sent back to London? Otherwise I don’t see how they are ever to get used.”74

It is evident that Stanton was doing more than scouting suitable material for McClure’s syndicate. He was a sub-editor, forwarding suggestions and shaping the material submitted as well as handling payments. The only correspondence between McClure and Stanton that is known to have survived from this period consists of three short notes concerning social arrangements during Mr. and Mrs. McClure’s visit to Paris in March 1891. The relationship seems short-lived. McClure’s syndicate slowly declined from that point, superseded in part when McClure’s created his own magazine in 1893. Ten years later, Stanton’s offer to McClure’s magazine to supply a series of articles on foreign cities was declined. The magazine, very successful by then, planned to send its own writer abroad to write the articles, thus eliminating the middleman.75 The moribund profession of foreign mail correspondent,

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74 Theodore Stanton to John S. Phillips, 5 Feb. 1891, McClure mss. IV, Manuscripts Department, Lilly Library, Indiana University, Bloomington IN. Edmund Gosse was McClure’s London representative, according to Lyon, *Success Story*, 104, 116.
75 Samuel Sidney McClure to Theodore Stanton, 24 Feb. 1903, Theodore Stanton Papers. This is the only letter from McClure preserved in the Theodore Stanton archive.
one who worked exclusively for one newspapers, was thus somewhat revived in the magazine sector.

Stanton’s own attempt at syndication came at a time when technology and transportation were catching up to the demand for foreign content in American newspapers. Cable dispatches were becoming more affordable, through bulk leasing arrangements, and mailed articles were moving more swiftly across the Atlantic by ship. The *European Correspondent* seems to have come just after the curve. Even by creating a brand or trademark with individual articles, and syndicating on a less structured basis than publishing weekly printed sheets, substantial competition in the field by that time ensured that a middleman’s commission could never grow past a certain point. The low prices paid by newspapers made the profit margin too narrow for continued success. The magazine market was much more promising in this regard, and so Stanton shifted his focus once again.
Chapter 4. Theodore Stanton, Editor in partibus and Publisher’s Representative.


For the past quarter of a century I have been acting, among other literary occupations, as a sort of European Editor in partibus of this periodical, and in this way have often been brought into interesting relations with many men and women prominent in the political, literary, and artistic circles of the Old World.¹

Theodore Stanton’s association with the North American Review dates to around 1890. Allen Thorndike Rice, the owner-editor who had moved the venerable monthly magazine, established in 1815, from Boston to New York and breathed new life into it, had died in 1889. William H. Rideing stayed on as managing editor.² Under editors-in-chief Lloyd S. Bryce, from 1889 to 1896, and David A. Munro, from 1896 to 1899, Stanton’s efforts acquiring articles of French origin contributed to what must be called a high point in French presence in the North American Review.³ Throughout the 1890s, Stanton arranged for some two dozen contributions from French writers, either original essays or translations of French articles, to the eminent monthly magazine. Many of these projects are discussed in Stanton’s correspondence with European contributors, as well as with William Baldwin Fitts, the Review’s European editor in New York, and with George Leveson Gower, who joined as European editor in London, under Fitts, in 1899.⁴

The Paris writer and Nouvelle revue editor Juliette Adam was an early contributor to the North American Review in this period. Over the 1890s, she published nine articles on an array of subjects from politics and history to literature. An even earlier piece, consisting of an

¹ Theodore Stanton, “Literary Scouting in Paris.” North American Review 211, no. 774 (May 1920): 691. The Latin phrase in partibus was used by the Catholic Church to refer to bishops posted in remote, foreign lands.
³ Mott describes a general increase in foreign content in the Review in the 1890s. Ibid., 254-5.
⁴ “Je serai très heureux d’écrire un article dans le journal de M. Rideing, et sur le sujet indiqué par vous.” Jules Verne to Theodore Stanton, 19 Feb. 1890, Theodore Stanton Papers. Verne asked for 1,000 francs, as the unnamed subject would require a longer treatment than Stanton had proposed. The article was not published.
excerpt from her as yet unpublished memoirs, on Léon Gambetta, had appeared in 1886. Other articles, such as those contributed by Jules Claretie, playwright, critic, director of the Comédie-Française, and a member of the French Academy, informed American readers about literature, art, and theatre. In France, in addition to prominent people in cultural or academic fields, elected representatives and high government officials were frequent contributors to periodicals. Many French journalists and editors of the day, in turn, became personally active in politics and held office. Whatever the professional status of these individuals as “writers” or “authors,” it was this rich vein of highly informed writing about current affairs in arts and politics, by people closest to the subject matter, that Theodore Stanton mined for the Review and other American magazines.

Contributors to Stanton’s newspaper syndicate operations had not been well-known names, for the most part. American magazines generally paid about ten times as much for articles as newspapers – up to two hundred dollars instead of one twenty. (The North American Review paid particularly well.) Because of this, in his work supplying magazines, Stanton was able to attract highly prominent names in various fields. For the Review, he further acquired Georges Clemenceau’s views on the French Navy, and an article by the journalist Joseph Reinach, an authority on the Dreyfus Affair. Stanton also arranged contributions on Italian politics from the novelist and politician Gabriele D’Annunzio, and three articles by a former president of the first Spanish republic, Emilio Castelar y Ripoll, who by the 1890s was a full-time writer and historian of Europe. Castelar corresponded

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5 Images of the North American Review have been made freely available through “The Making of America,” a collection hosted by the University of Michigan and Stanton’s alma mater, Cornell University. See http://moa.cit.cornell.edu/moa <30 Jun. 2009>. Magazine articles placed by Stanton and mentioned in this chapter are included in the bibliography at the end of the thesis.

copiously with Stanton and submitted his *North American Review* manuscripts to him in Spanish. Stanton brought the views of other authoritative observers to the *Review*’s readers, including the divorce reformer Alfred Naquet, and Baron Pierre de Coubertin, the founder of the modern Olympic Games. The portraitist and Academician Jean-Joseph Benjamin-Constant reviewed an English collection of paintings. Camille Flammarion, who was both a scientist and a prolific writer of popular science as well as novels, contributed articles on astronomy and on his own beginnings as an astronomer. Acquiring previously unpublished journalistic writings and correspondence of such renowned names in French literature as Honoré de Balzac, Victor Hugo, and Émile Zola for first publication in the United States, all in 1900, was a crowning accomplishment of the first decade Stanton spent supplying the *North American Review* and other American magazines with European content.

Stanton’s successes in three projects involving those great names of nineteenth-century literature (the cases are detailed later in this chapter) were no doubt aided by the influential reputation of the Harper & Brothers publishing house, which Stanton represented concurrently with the *North American Review* after the two houses became associated after 1899. In November of that year, the under-capitalized Harper firm was facing bankruptcy. The board of directors appointed the new owner-editor of the *North American Review*, George Brinton McClellan Harvey, as the Harper president and managing director. A former managing editor of the New York daily *World* who became wealthy in business investments, Harvey had only recently bought the *North American Review*, in February 1899. Since May of that year, his first issue as editor-in-chief, he had doubled its circulation. From mid-November 1899, Harvey, along with the J.P. Morgan Company as receivership trustees, kept the historic Harper publishing house in business, and its one thousand employees working,
by injecting new capital and re-structuring the firm’s finances and management. 7 While continuing as editor-in-chief of the North American Review, he served concurrently as the president of both firms. The dynamic Harvey had been attracted to the Harper presidency in part by the prospect of serving as editor-in-chief of the news-oriented Harper’s Weekly. He filled that post from 1901 to 1913 (with the substantial help of sub-editors), in addition to his other responsibilities. 8

Theodore Stanton’s activities in 1900 show how Harvey merged the editorial interests of the two firms and had Stanton scouting, negotiating, and handling contributions to the North American Review, Harper’s Monthly Magazine, and Harper’s Weekly, at the various editors’ discretion. 9 It is an indication of how quickly Harvey went into action in his first few weeks as Harper president that business correspondence concerning the North American Review, dated 10 Dec. 1899, discusses ambitious joint plans with the Harper firm to publish Émile Zola’s new works. Harvey had already convened a meeting of his European editors in London. Stanton wrote to Fitts about Zola:

[...] according to the scheme we discussed in London, I have every reason to believe that Harper would have his next three novels as well as the Review nine articles spread over the next three years. 10

Stanton, for his part, already associated with the Review for some ten years, recognized what he himself could achieve with the important name of Harper behind his literary dealings. He became the Paris Harper representative at his own suggestion. As he explained to Fitts:

During my call on Zola the other day, and which will be mentioned further on, I felt the necessity of my representing here the Harpers as well as the Review; so, as stated in my telegram which I will send today, I am quite

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ready to arrange with them to be their agent here.\textsuperscript{11}

Early in 1900, Stanton opened a large, street-level office at the prestigious address of 10 Boulevard des Capucines in Paris, at the Place de l’Opéra. There, he conducted the European editorial business of the \textit{North American Review}, Harper & Brothers, and the Harper magazines. Stanton was still involved in newspaper work, having recently started a telegraphic news agency for the \textit{Record} Cable Service. That newspaper syndicate was owned by Victor F. Lawson, publisher of the \textit{Chicago Daily News} and the \textit{Chicago Record}. Lawson was also the president of the Associated Press news syndicate. After 1898, he had set up his own correspondents, including Stanton, in foreign capitals, to operate as the \textit{Record} Cable Service and supply his newspapers directly. Stanton convinced Lawson and George Harvey, for the \textit{Review} and Harper & Brothers, to share the rent on the Paris office, as he first outlined to Fitts after their meeting in London:

\begin{quote}
Let me recall to your mind what I said in London about that admirable little office at the corner of the Place de l’Opéra and the Boulevards. I still have the refusal of it, and as it is really the best site in Paris, I dislike to let it pass if it were possible for the \textit{N.A.R.} and the Harpers to go one thousand dollars apiece on the annual rent, I could get our cable syndicate to take over the rest of the rent, eight thousand francs.\textsuperscript{12}
\end{quote}

With one entrance on the Boulevard des Capucines and a second one around the corner on the Place de l’Opéra, there was plenty of room to hang a sign for each concern. Like Harvey, Stanton saw the value of combining resources and opportunities, not only to optimize employees’ time, but to create a hub of information:

\begin{quote}
When I saw you we touched upon the useful way in which the agents of the cable syndicate might be employed for the \textit{Review} and now also for the
\end{quote}

\textsuperscript{11} Stanton to Fitts, 10 Dec. 1899, copy in Theodore Stanton Papers. Stanton took over from Harper’s previous Paris representative early in 1900. Guy Wetmore Carryl to Theodore Stanton, 13 Feb. and 8 Mar. 1900, Theodore Stanton Papers. A better-known predecessor of theirs as Harper’s Paris representative, Theodore Child, was, like Stanton, a gifted observer of French life and letters, as we have seen in his article about newspapers in Paris. Unlike Stanton, he engaged in adventurous travel for his magazine writing and, sadly, died of typhoid fever while on a foreign assignment in 1892.

\textsuperscript{12} Stanton to Fitts, 10 Dec. 1899, copy in Theodore Stanton Papers.
publishing house. We also spoke of how the *Review* and the publishing house might sometimes be of benefit to the news bureau. The more I think about it, the more I feel that this combination should be brought about.13

With this philosophy, it is more than likely that subscribers of the *Chicago Record* during that period gained, through Stanton’s news dispatches, a unique view of transatlantic publishing developments. Conversely, having his finger on the pulse of international news enhanced the relevance and timeliness of Stanton’s literary scouting for American periodical editors and book publishers. Stanton illustrated his plan for Fitts:

> You may remember that we ordered an article from Numa Droz, ex-President of Switzerland, who died last month. As we had exchanged two letters on the subject I inferred that perhaps the article had been finished before the death of the author. I thereupon wrote to the Berne correspondent of our cable syndicate to investigate the matter. Enclosed is his reply. I send it to you to let you see how useful this list of correspondents could be to us.14

At this point Stanton was still promoting his idea of the joint office on the Place de l’Opéra, which succeeded soon afterwards.

The *Arena* (Boston) and *Cosmopolitan* (Rochester, NY) are two other American monthly magazines mentioned in Stanton’s correspondence with writers. The references are few and incomplete, but Stanton was clearly working out editorial details of articles and remunerating European contributors to those magazines.15 Many letters from writers show Stanton suggesting subjects on behalf of editors in the United States. When the *North American Review*’s request for an article from Jules Verne did not come to fruition, Stanton had him write a piece for the Boston monthly, the *Youth’s Companion*, instead.16

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13 Ibid.
14 Stanton to Fitts, 9 Jan. 1900, copy in Theodore Stanton Papers.
Sometimes the initiative came from writers, such as Paul Adam, who sought Stanton’s help to increase his income from a series he was planning for a Paris newspaper:

*Le Temps* m’envoie en Russie pour suivre la première campagne électorale dans ce pays autocratique depuis tant de siècles et pour écrire quelques chapitres d’histoire pittoresque vue par le romancier. Si vous pensez que ces physionomies de foule moscovites en ferveur peuvent intéresser un directeur de journal, ou de revue américaine de votre connaissance, je serais bien content que vous songiez à les avertir.\(^17\)

Stanton placed Adam’s articles in the *Independent*, an illustrated news weekly published in New York, to which Stanton sent a great number of articles by various writers in the 1890s and the 1900s, and contributed several himself. Adam’s articles appeared there anonymously:

> The following article is written by a gentleman who is now acting as our correspondent in Russia, and in whom we have the greatest confidence. [...] When we announce his name, as we hope to do after he has left Russia, our readers will recognize in him an old friend.\(^18\)

As a sub-editor for American magazines, Stanton by no means represented a writer’s entire output. The European writers whose articles he placed usually dealt directly with publishers and editors in France and sometimes overseas, but Stanton was useful as a specialist for North American markets. In the same way, Stanton’s relationship with periodical editors was not exclusive. Even during the period of greatest activity for the *Review* and Harper, around 1900, Stanton was placing articles in the *Independent*.\(^19\) Conversely, Stanton was not the only source from which Harper & Brothers acquired European material. When he approached Ernest Vizetelly, Zola’s English translator, for a magazine article on Bluebeard, the subject of Vizetelly’s forthcoming book, he found that Vizetelly’s manuscript was already in the hands of the New York literary agent Paul R. Reynolds, who was intending to

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\(^17\) Paul Adam to Theodore Stanton, 26 Oct. 1905, Theodore Stanton Papers.


take it to Harper to discuss a book edition and a magazine article, neither of which Harper published. Vizetelly was nonetheless pleased to consider the possibility of future collaboration with Stanton.  

Working for magazine editors on a freelance basis sometimes put Stanton in the awkward position of commissioning articles he could not guarantee would be used by the magazine. A news-oriented weekly like the Independent, especially, had a high turnover of material. An article could quickly lose its timeliness or be squeezed out by other, more pressing events. The historian and educator Albert Malet expressed his frustration that such a situation was beyond Stanton’s control even though Stanton, as the representative of that magazine, had commissioned a specific article under a very short deadline:


Stanton noted on Malet’s letter: “On July 13th I sent him a cheque for 100 frs. out of my own pocket.” It was the principle of the thing for Malet, however, as he replied the next day:

C’est n’est pas vis à vis de vous qui n’êtes pour rien dans l’incident et qui m’avez amplement prouvé votre courtoisie que je tiens à avoir raison; c’est vis à vis du Directeur de l’Indépendant: je vous serai bien reconnaissant de

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21 Albert Malet to Theodore Stanton, 12 Jul. 1903, Theodore Stanton Papers.
lui envoyer de nouveau l’article.\textsuperscript{22}

It is not known if Stanton re-submitted the article or sent it to another magazine, for Malet’s piece did not appear in the \textit{Independent}.

The problem of timeliness was acute because of the delays inherent in transatlantic business communications at the time. Some three weeks elapsed between the receipt of finished articles in Europe and their publication in the \textit{North American Review}, which appeared on the first of every month. Stanton inquired at one point: “When you say that articles must reach New York by the 20\textsuperscript{th} of the month I wonder if this holds good for articles which must be translated?”\textsuperscript{23} In London, Leveson Gower faced the same challenges. He also dealt with foreign-language manuscripts that happened to come through him instead of Stanton and did many translations from French himself. He, too, had to get articles in the mail by the second week of the month:

On reflection, it seems to me that my chief and insuperable difficulty was the great length of time which, at the shortest, was bound to intervene between the completion of an article and its publication. […] With contributions of a general character this was less embarrassing; but when an article dealt with the daily shifting and varying transformations of the political scene, where, what was an adequate and correct view of a situation on, say, May 1\textsuperscript{st}, would often prove grotesquely obsolete, or almost a travesty of facts, on June 1\textsuperscript{st}, the difficulty was serious. […] [E]specially with articles from abroad, a certain amount of time had to elapse between its leaving the hands of the author and its despatch from the London office to New York.\textsuperscript{24}

Transatlantic shipping also delayed the publication date of the London edition of the \textit{Review}, further affecting the timeliness of its content:

Another drawback existed, in that the sale of the \textit{Review} in London was a good deal hampered by the impossibility of producing the London edition until about the end of the first week in the month, whilst the sheets on reaching us from America had to be bound here with the cover of the London edition.\textsuperscript{25}

\textsuperscript{22} Malet to Stanton, 14 Jul. 1903, Theodore Stanton Papers.
\textsuperscript{23} Stanton to Fitts, 7 Jul. 1899, copy in Theodore Stanton Papers.
\textsuperscript{24} George Leveson Gower, K.B.E., \textit{Years of Endeavour, 1886-1907} (London: John Murray, 1942): 265-6.
\textsuperscript{25} Ibid., 266.
Thus, a transatlantic sub-editor’s life was “something of a hectic, spasmodic, and adventurous complexion.” Difficulties were somewhat alleviated by the fact that the *North American Review* paid contributors not only highly, but promptly. Cheques for the full amount were issued on receipt of articles in New York instead of on or after the publication date, as was the practice elsewhere. This made it easier to get “the best writers and the highest authorities upon different subjects.”

Stanton’s literary dealings on behalf of writers brought him into contact with theatrical managers as well as publishers and editors. The American playwright and critic Augustin Daly, who owned theatres in New York and London, was known for presenting adaptations of international works. Stanton successfully offered Daly an English translation of Joseph Fabre’s play, *Jeanne d’Arc*, and continued to communicate with Daly on Fabre’s behalf.

In addition to the middleman role he played for European writers and American magazines, Theodore Stanton assisted French periodical editors and American writers as well in placing articles of American origin in European periodicals. Booker T. Washington wrote from the Tuskegee Institute in Alabama in 1903 to thank Stanton for conveying an offer to write an article which the *Revue de Paris* wished to commission: “I shall be pleased to write the article for the *Revue de Paris*, if the editor should extend an invitation requesting me to do so.” Later, Washington appointed Stanton to handle the rights to another article for which Washington had been corresponding with the Paris monthly *La Revue* himself. He turned to Stanton when his article was not used:

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26 Ibid., 267.
27 Ibid., 266-7.
29 Booker T. Washington to Theodore Stanton, 19 Oct. 1903, Theodore Stanton Papers
This article was prepared on their special order as I understood it, but after they held it for a considerable time they wrote me a letter as per the enclosed copy of same. Of course, it was no matter of mine that they should have published an article by Mr. D.E. Tobias. This letter is authority for you to secure the article and use it as you have indicated for publication simultaneously in London, Paris, and Berlin, if it is of sufficient interest to justify such use of it.30

As his network of connections expanded, editors found Stanton helpful in transatlantic communications between periodicals:

In compliance with your request we will see to it that the *Popular Science Monthly* is sent to you in exchange for the *Mercure de France*. I find the *Mercure de France* so very interesting that I am glad you can see your way clear to continuing the old exchange arrangement. [...] I would like very much to meet you. There is no doubt in my mind but you could be of service to us in getting from prominent French scientists articles of the type that we publish.31

The wide reach of Stanton’s contacts as a literary middleman for magazines can only be suggested here. He fulfilled his role of sub-editor along with his other pursuits as a writer, news agency syndicator, occasional translator and book editor, not just concurrently, but in tandem: he was always seeking new ways to combine his efforts to the best effect.

The exact terms of Stanton’s employment as a Continental representative of the *Independent* or the Harper magazines, similarly, can only be estimated, as no records of that nature, typically, seem to have survived. The *Independent* and other magazines probably paid Stanton separately on a per-article basis, likely amounting to ten per cent of the payments he forwarded to writers. If the volume of his correspondence and the evidence of the published articles are any indication, his middleman work for the *Independent*, which had begun as early as 1891, increased dramatically after 1899. Contributors to the *Independent* include Georges Clemenceau again, as well as the anti-militarist editor Urbain Gohier. Both men were co-editors, with Ernest Vaughan, of the radical Paris daily, *L’Aurore*. Others whose

30 Washington to Stanton, 10 Jul. 1905, Theodore Stanton Papers.
work appeared were the pacifist Frédéric Passy, the botanist Gaston Bonnier, and the poet Mistral, to name a few. Yves Guyot, the economist, feminist, Dreyfusard, and editor of Le Siècle, also contributed to the Independent through Stanton. (He became a close friend of Stanton’s along the way.) As early as 1903, Stanton’s middleman work for the Independent seems to outweigh his activity as the Harper and North American Review representative, suggesting that he only held the Harper post for a few years.

Stanton may have drawn a salary from the Review and Harper, receiving as he did a “quarterly cheque” from Leveson Gower in London along with a monthly salary payment for an assistant.32 Stanton’s tenure as the Paris Harper & Brothers representative ends in mystery, evidently soon after he had completed projects, in 1900 and 1901, with Spoelberch de Lovenjoul, Meurice, and Zola, all of which are described below. Some clues as to how Stanton’s position with the North American Review and the house of Harper came about may be gained from Leveson Gower’s autobiography. George Harvey, soon after purchasing the North American Review, in February 1899, had travelled to London to ask Leveson Gower to serve as European editor, “responsible for the ordering, revising, payment, and forwarding of articles from Europe.”33 Harvey continued on to Paris to meet Stanton. Leveson Gower brought no experience as an editor, in contrast with Stanton, but Stanton had been passed over from the start for the primary position by the Anglophile Harvey.34 Possibly, Harvey preferred the prestige and political connections attached to Leveson Gower. Even though Stanton had married into the French nobility and related with ease to high society, Leveson Gower’s family name represented generations of British peers, and he himself was a former Private Secretary to Prime Minister William Gladstone. Harvey’s choice is justified by

32 Leveson Gower to Stanton, 18 Sep. 1900, Theodore Stanton Papers.
33 Leveson Gower, Years of Endeavour, 208.
34 Harvey would become the United States Ambassador to Great Britain in 1921.
indications that his conception of both European editor’s posts was almost more social than it was literary. Of prime importance was access to noted individuals from whom Harvey wanted contributions, as Leveson Gower explains:

    My duties are to suggest articles and their writers [… T]hey want to get impossibly unapproachable persons like “The rt. Honble. Balfour,” “Sir Vernon Harcourt,” and Rhodes. […] Americans labour under the happy delusion that everybody is itching to write in their magazines and that if people from whom they want to get articles decline to write them it is because their representative is not “smart” enough in worrying them into doing so.35

Leveson Gower and Stanton, as publisher’s representatives, were also expected to entertain lavishly for the firm throughout the year and to host Harvey and his family for two weeks in London and a week in Paris every spring (“an expensive bore,” as Leveson Gower confided to a friend).36 Thus for Leveson Gower, the middleman position as a European sub-editor seemed to “combine the duties of editor, literary agent, errand-boy, ‘society personage,’ bookseller’s employé, correspondent and general secretary.” Although Stanton’s position as Continental European editor was subordinate to Leveson Gower’s, they covered Europe together. Neither man’s sphere of operations was confined to Britain or the Continent. Stanton’s dynamic and independent spirit may have been unsuited to dealing with a complex hierarchy of overlapping and seemingly ill-defined responsibilities, as the case studies below suggest. Leveson Gower mentions his own “strained relations” with the New York office, and having had to assert his own right to operate without interference from an unnamed “emissary” of Harvey’s, an “egregious individual,” “quite an impossible person, as vain as a peacock, singularly uneducated, and obsessed with a sense of his own importance for which

35 Leveson Gower, *Years of Endeavour*, 209.
36 Letter from Leveson Gower to Leonard Shoobridge, 26 Mar. 1900, in *Years of Endeavour*, 216.
it was hard to find any reason.”37 Leveson Gower got along well with Stanton, however, describing him as “an agreeable and cultivated man.”38

Standing out among Stanton’s own contributions to periodicals in this period is a series of a dozen articles called “Notes from Paris,” written for the *Critic* between 1894 and 1899. Stanton was listed on the masthead of that New York Literary monthly under Staff Contributors.) Similar to his columns in the *European Correspondent*, these are miscellanies of cultural items and personal news of prominent French and European arts figures. Here, however, a marked emphasis on European publishing news makes this series of articles a valuable digest of events in book and periodical publishing of the time, in Paris and elsewhere in Europe. The workings of authorship and publishing, and the stories behind the published literary or news text, were themes Stanton carried through the “Notes from Paris” series and his other published writing. Frequently, he offered his personal experiences surrounding publishing events to correct or elucidate statements made in print by others. For example, a footnote on a previously unpublished article by Jules Ferry, printed posthumously in the *Revue de Paris*, did not escape Stanton’s sharp eye. He gently corrects the editor, who had called the article unfinished, relaying the fact that the article had been written at his own suggestion for the *North American Review*, and recalling a note received from Ferry saying it had indeed been finished. At that moment, however, Ferry had been elected to the Upper Chamber of parliament and withdrew the article, his public status preventing him from publishing it. For this reason, it did not appear, and “Mr. Munro’s monthly lost a ‘star contributor.’”39

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37 Ibid., 220. It is not known who is meant by this. Leveson Gower resigned amicably from the *Review* and Harper in 1907, when he returned to the public service.
38 Ibid., 261.
Stanton’s inside knowledge of the Paris publishing scene led him at times to hold harsh opinions, which he also shared with American readers. At the end of the 1897 *Critic* article that begins with the Ferry anecdote, Stanton comments on changes at the oldest English-language newspaper in Paris:

> What vitality there is in a well-established newspaper! The venerable *Galignani* is again in the market after having been nearly choked to death by unscrupulous and rapacious managers for a second time within a decade. The Galignani family are desirous of getting the journal back into their own hands again with the intention of restoring its old historic name (the paper is now entitled *The Daily Messenger*), and giving it a new lease of life.40

Along with conveying the more predictable news of forthcoming books and reports of art exhibitions, Stanton delved into the activities of collectors of books, maps, and archival documents. His columns for the *Critic* reveal a certain connoisseurship of unpublished literary material and correspondence. For example, he gives readers an advance look at a new edition of Victor Hugo’s papers:

> Another posthumous volume by Victor Hugo is being prepared for the press under the editorship of his literary executor, the venerable Paul Meurice. There is little, if anything, in the book which will increase the reputation of the poet, and, in running over the proof-sheets, you find yourself wondering why certain trivialities have been thus withdrawn from the obscurity of the garret trunk and thrust into the full glare of publicity. Scattered through the volume are, of course, a few anecdotes and biographical notes of some value, which may be utilized by future literary historians. But, taken as a whole, this collection of papers of all sorts and lengths is rather disappointing.41

Stanton’s opinion of the contents may be argued by those historians, but his assessment is informed and astute.42

Handling such previously unpublished material of internationally known figures became something of a specialty for Stanton. After 1900, although he continued working for

40 Ibid.
42 Stanton’s collaboration with Meurice to publish the more newsworthy letters of the youthful Victor Hugo to his fiancée is described in a case study below.
magazines as a writer and a middleman, he increased his transatlantic business with book publishers. To do so, he used connections he had established in his periodical work. For example, he asked Booker T. Washington write to his New York publisher, Doubleday, Page & Co., about bringing out a translation of the biography of Toussaint L’Ouverture, published in Paris by Victor Schoelcher, the French abolitionist. Stanton understood how periodical work and book publishing projects could be mutually supportive. He tactfully exploited the potential of his own magazine articles to publicize other projects he was directing. In some of the Critic columns, for example, he reports on the progress of Fabre’s Joan of Arc, in production at Daly’s New York theatre, an adaptation Stanton had helped to bring about. In Stanton’s later series of columns for the Mercure de France, “Lettres américaines,” for which he received the national honour of Officier de l’Instruction publique in 1919, he favours French readers with his insider’s knowledge of American book and periodical publication. Short announcements of great numbers of American books and articles are enlivened by incisive comments, clearly made by a publishing professional. He points out, for example, that Jessie B. Rittenhouse’s anthology of contemporary American poets, The Little Book of Modern Verse, in fact included two Canadians, Bliss Carman and Charles G.D. Roberts.

As a literary middleman in book publishing, Stanton would specialize in the same kind of non-fiction subjects as seen in the articles he handled for magazines and newspapers: international politics and social issues seen through a personal lens; cultural commentary,

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43 Washington to Stanton, 19 Oct. 1903, Theodore Stanton Papers. The translation was not published.  
45 Theodore Stanton, “Lettres américaines,” Mercure de France 109 (16 May 1914): 422. Stanton, used to dealing with writers of different nationalities in Paris, knew that New York, as a publishing centre, was an equally powerful economic magnet. Many Canadian writers migrated there to make a living in periodicals, as Nick Mount has shown in When Canadian Literature Moved to New York.
arts and letters. Translations of published French titles were a promising niche. Journalistic, edited collections of material were another. His book projects focussed especially on biographies and memoirs of political figures and cultural icons that were of interest to cultured readers on both sides of the Atlantic. They are discussed in chapter 5.


It was during the summer of 1900 that Theodore Stanton recognized the value of Honoré de Balzac’s manuscript essay, which had been written in 1832 but never published. Stanton moved quickly to obtain it for first publication in translation in the *North American Review*, also arranging for a simultaneous publication, in the original French, in the Paris literary monthly *La Grande revue*. The lengthy article of over six thousand words was presented, in both versions, with a foreword by the Viscount de Spoelberch de Lovenjoul, from whom Stanton had purchased the French- and English-language publication rights to the manuscript. Lovenjoul had acquired Balzac’s papers after the death of the author’s widow, Madame Hanska, in 1882.46

Vicomte Charles de Spoelberch de Lovenjoul was a passionate and dedicated collector, archivist, and historian of French literature. A Belgian national from an aristocratic

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46 One interesting profile of Spoelberch de Lovenjoul was written in the year of his death. See Max Deauville, “Le Vte de Spoelberch de Lovenjoul,” *Mercure de France* (16 Dec. 1907): 646-64. Deauville describes the bibliophile’s patient efforts over a period of many years to reassemble Balzac’s papers, which had literally been scattered to the four winds upon Mme. Hanska’s death, tossed out of windows by creditors who could not empty drawers quickly enough in order to sell her furniture.
Flemish family who considered France his spiritual home, Lovenjoul is noted for his vast collections and meticulous bibliographies and editions of the works and papers of Théophile Gautier, George Sand, and Balzac, among others. These now form the Lovenjoul Collection in the library of the French Academy, La Bibliothèque de l’Institut de France.

Lovenjoul explains in his foreword, by way of a previously unpublished letter written on 7 September 1832 by Balzac to editor Pierre-Sébastien Laurentie, that Balzac had sent “Du Gouvernement moderne,” a study of constitutional monarchy, to the newly founded Legitimist journal, the Rénovateur, for publication. Balzac had already contributed three articles to the Rénovateur, and instructed Laurentie to return the new manuscript if he could not print it in its entirety, as Balzac intended to publish it in pamphlet form as an alternative. Lovenjoul explains further that the essay was part of Balzac’s plan, begun in 1831, to publish a series of political articles with a view to entering national politics himself. Neither plan was realized. Laurentie refused “Du Gouvernement moderne,” and Balzac did not publish it in another review or as a pamphlet. The reasons for the refusal and for Balzac’s decision not to publish the piece was still unclear to Lovenjoul, although he explores some possible explanations. At any rate, the manuscript was laid aside, later to stand out among the author’s drafts and unfinished writings as Balzac’s only completed unpublished work. His signature appears at the end of the manuscript.

By mid-June of 1900, Stanton had met with Lovenjoul in Paris and purchased exclusive publication rights to the essay. Commenting on the transaction many years later, Stanton mentions having to pay “many thousands of francs” (translation mine) for the manuscript. He secured both the French rights and the translation rights:

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Please bear in mind also, that we have the right to sell this essay for periodical publication in France. We can get for it probably three thousand francs, anyway two thousand; unless of course the French edition of the Review is brought out, in which case this essay would of course appear there, I suppose. But if it is to be used only in New York, then I ought to know in time to make the sale here. 48

The North American Review already published an identical edition in London. Stanton’s proposal to bring out a trimestrial Continental edition as well was under consideration. It was to be published in French, in Paris, and would not rely solely on translated material:

S’il est vrai, comme on me l’affirme, que vous êtes à Paris à l’effet de préparer le lancement d’une édition trimestrielle française de la North American Review, il pourrait être intéressant que j’eusse l’honneur de vous entretenir de l’éventualité de la publication dans votre revue de quelques unes de mes études historiques. 49

Stanton did not look for a French publisher for “Du Gouvernement moderne” right away.

In June, he mailed a version of it to the Review’s European editor in New York, William Baldwin Fitts:

I sent you this morning the Balzac essay. There was some delay as I wished M. de Spoelberch to see it and compare it with the original, which he has done. 50

What Lovenjoul probably saw, and what Stanton sent to New York, was a typescript of the English translation, which Stanton had had done in Paris, or which he might have done himself. Lovenjoul states in other correspondence that he understood no English, but the syntax and paragraph breaks of the published translation compare exactly to those of the French version. Seeing this, Lovenjoul would have been satisfied that the translation was a faithful representation of Balzac’s essay.

Stanton recommended to Fitts that the Review also obtain from Lovenjoul a reproduction of the last page of the manuscript:

He is ready to give us a fac-simile of the last page, which bears the signature

48 Stanton to Fitts, 13 Jun. 1900, copy in Theodore Stanton Papers.
49 Ernest Daudet to Theodore Stanton, 23 Apr. 1900, Theodore Stanton Papers.
50 Stanton to Fitts, 13 Jun. 1900, copy in Theodore Stanton Papers.
of Balzac, the only instance of any of Balzac’s posthumous papers being signed by him. It strikes me we ought to have this.\textsuperscript{51}

Not until September was Stanton authorized to go ahead and order the reproduction. By this time, Lovenjoul had ended his annual summer residence in Paris and returned to Brussels (where he maintained a country home in the vicinity and a private library at 37 boulevard du Régent). Stanton wrote:

Nous sommes très disposés de vous remettre les fonds nécessaires pour exécuter ce petit travail, si vous voulez être aussi aimable à le faire faire.\textsuperscript{52}

Lovenjoul had the page photographed and sent two prints to Stanton in Paris the following week. Before doing so, he cautiously wrote to Stanton to verify the address in order to send them by registered mail, also asking Stanton to acknowledge receipt after the envelope arrived safely.\textsuperscript{53} Stanton forwarded both photographs to New York right away.\textsuperscript{54}

By September 1900, it was probably clear to Stanton that his plan for a trimestrial Paris edition of the \textit{North American Review} would not soon be realized. It was not until a year later, in fact, in August 1901, that specimen issues were finally printed. Stanton sent one to Émile Zola, saying that the first number was planned for January 1902.\textsuperscript{55} It was decided not to wait for the launch of that edition, but to publish “Du Gouvernement moderne” in a French monthly which could bring the article out simultaneously with the American edition, in December 1900. Stanton approached Fernand Labori, editor of the \textit{Grande revue}.\textsuperscript{56}

\textsuperscript{51} Ibid.
\textsuperscript{52} Theodore Stanton to Charles de Spoelberch de Lovenjoul, 2 Sep. 1900, Lovenjoul Collection, Bibliothèque de l’Institut de France, Paris.
\textsuperscript{53} Lovenjoul to Stanton, 11 and 15 Sep. 1900, Theodore Stanton Papers.
\textsuperscript{54} Stanton to Lovenjoul, 18 Sep. 1900, Lovenjoul Collection.
\textsuperscript{55} Zola, \textit{Correspondance} vol. 10, 303, note 3. Stanton’s Paris edition appears not to have been started.
\textsuperscript{56} Fernand Labori was a lawyer and editor, both celebrated and reviled as the defence counsel for Capt. Alfred Dreyfus and Émile Zola in the Dreyfus affair. Labori became good friends with Stanton, judging by countless references found among Stanton’s unpublished reminiscences. This note, written by Stanton in 1923, appears on one of Labori’s letters: “From Labori of the Paris bar, shot, while Dreyfus’ lawyer, at Rennes. A charming, impulsive, social man, eloquent on his feet & wide in his sympathies & ideas. Taken all in all, one of the most sympathetic persons I have ever met.” Fernand Labori to Theodore Stanton, 10 Oct. 1900, Theodore Stanton
Labori responded favourably to Stanton’s offer on 5 September before seeing the manuscript. He asked to borrow a copy of it, saying that he intended to publish such a clearly desirable property. When Stanton sent the manuscript for Labori’s perusal, he expanded his offer to Labori with a more general proposal, which would result in further simultaneous publications such as that of “Du Gouvernement moderne,” a substitute perhaps for his idea for a French edition of the *North American Review*. Labori replied:

\[
\text{J’espère bien que la *Grande revue* pourra le publier et d’une manière générale je serais très heureux si nos deux publications pourraient entrer en rapports amicaux et fréquents.}^{57}
\]

No correspondence survives that might indicate what collaboration, if any, developed between the two editors, but Stanton noted elsewhere the advantageous fact that both periodicals appeared on the first of each month. Labori pronounced the Balzac material to be of the highest quality:

\[
\text{Je viens d’achever avec une vraie joie la lecture du manuscrit de Balzac que vous avez bien voulu me communiquer. Je crois que la chose est de tout premier ordre, et je vous remercie.}^{58}
\]

He committed to publishing it in the December issue, where it duly appeared. Labori found Stanton’s price of 3,000 francs too burdensome for the *Grande revue* and asked for a small reduction, as long as it would not break the deal:

\[
\text{Je vous prie même de considérer que la chose est entendue; j’espère seulement obtenir de votre amabilité confraternelle une petite concession.}^{59}
\]

Stanton promised to come to a satisfactory arrangement, as he noted on Labori’s letter, but

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57 Labori to Stanton, 26 Sep. 1900, Theodore Stanton Papers.
58 Labori to Stanton, 10 Oct. 1900, Theodore Stanton Papers.
59 Ibid.
the price they finally settled on is not known. Stanton of course remitted the sum received for the French rights to the *North American Review*.

At the end of October, Stanton notified Lovenjoul of the upcoming publication of “Du Gouvernement moderne,” with Lovenjoul’s foreword, in the *Grande revue*. Labori had requested, through Stanton, a copy of the photograph of the last page of the manuscript and promised to comply with Lovenjoul’s stipulation that he be allowed to see galley proofs of the article, and make any necessary corrections. On 2 November, Lovenjoul sent Labori another facsimile of the signed manuscript page in care of Stanton and reiterated his interest in seeing the proofs.

From this point, Labori and staff at the *Grande revue* corresponded with Lovenjoul directly, no longer communicating through Stanton’s office. Stanton himself had initiated this change by requesting that Lovenjoul send the facsimile to Labori directly, as simply the most practical way to conclude the last details of the French publication of “Du Gouvernement moderne.” When the printer had got the first galley proofs ready, Labori’s assistant forwarded them to Lovenjoul, followed by a second set on 24 November. The proofs had been re-done because of the placement of the facsimile of the manuscript page. Lovenjoul had wanted an image of Balzac’s signature to appear separately under the title, but the printer reported that this was too difficult, constituting a “périlleux maniement typographique.” Labori followed up with a letter saying he hoped Lovenjoul would be pleased with the result it managed to achieve in response to his wishes for the publication of

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60 Labori to Stanton, 10 Oct. 1900, Theodore Stanton Papers.
61 Stanton to Lovenjoul, 31 Oct. 1900, Lovenjoul Collection.
62 Lovenjoul to Stanton, 2 Nov. 1900, Theodore Stanton Papers.
63 Marcel Théaux to Charles de Spoelberch de Lovenjoul, 24 and 28 Nov. 1900, Lovenjoul Collection.
the article.  

Finally, Labori had his secretary send a copy of the December issue and five more sets of corrected galley proofs, addressing them to a contact of Lovenjoul’s in Paris, as requested.

The Grande revue printed the article at the head of its December 1900 issue. The piece begins with Lovenjoul’s introduction, with the previously unpublished Balzac letter to the Rénovateur editor typeset and embedded on the first page. The facsimile image of the manuscript page is inserted at the end, seventeen lines of script and the signature fitting in the two-thirds of the page remaining at the end of the printed article. In addition, readers were favoured with an extra page-and-a-half of aphorisms which had been culled from Balzac’s manuscript, presented by the Grande revue’s editor:

Selon son habitude, Balzac a jeté au courant de la plume sur les pages de son manuscrit certains aphorismes ayant trait à son travail. Nous les réunissons ici.

In the North American Review, the translated article is also the first one in the December issue. Its presentation of the article is identical to that of the French edition, with the important exception of the facsimile, which does not appear. No mention is made of its existence. No reason has been found for the omission, but presumably it had to do with space. The American edition of the article ends just short of the bottom of a page. In any case, illustrations in the North American Review were extremely rare.

Lovenjoul had another reason to correspond with Fernand Labori directly in early November. He asked Labori’s help in finding a French publisher for other Balzac manuscript material in his possession, perhaps through the professional connections of publisher Eugène Fasquelle:

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64 Labori to Lovenjoul, 29 Nov. 1900, Lovenjoul Collection.
65 Perret to Charles de Spoelberch de Lovenjoul, 5 Dec. 1900, Lovenjoul Collection.
Je vous remercie de votre aimable proposition concernant la publication éventuelle des manuscrits de Balzac. Je vais faire faire à Monsieur Fasquelle la petite commission dont vous m’avez chargé.67

Stanton had brought the potential of Lovenjoul’s archive to the attention of Harper & Brothers back in May, as he told Fitts at the Review:

“I have had another interview with the Balzac collector. I am more and more convinced that he has lots of good things. I am writing again to the Harpers on the subject.68

The Harper firm having expressed an interest in the material, Stanton had obtained from Lovenjoul, sometime before June of 1900, an exclusive right of first refusal to publish in English ten of the most interesting manuscript items. At the same time, he had acquired the rights to “Du Gouvernement moderne.” By November, Lovenjoul was becoming impatient waiting for a firm offer from New York for the material. He started to look elsewhere, still trying to obtain a commitment from Stanton. Negotiations for these papers, however, were not Stanton’s alone to conclude but were subject to prior appraisal by the New York office of the North American Review and the executives of the magazine and book publisher Harper & Brothers in whose name he had reserved the rights.

The year 1900, the first year of Harvey’s directorship, was a time of upheaval at Harper. Stanton pressed Harvey and the New York executives as much as he could to make the trip to Europe to evaluate the Balzac material in Lovenjoul’s possession. Lovenjoul continued his efforts to get Stanton to finalize the proposed visit to his library in Brussels. In September, he wrote:

Je suis bien impatient de terminer la négociation en question. Pour réserver à ces M.M. les 10 morceaux dont vous avez la liste, j’ai dû refuser plusieurs offres récentes. […] Tout est à Balzac ici, en ce moment; et je voudrais, le

67 Labori to Lovenjoul, Lovenjoul Collection. Eugène Fasquelle was Émile Zola’s publisher. The Fasquelle publishing house, (formerly Charpentier), was the dépositaire or distribution agent of the Grande revue and housed its offices at 11 rue de Grenelle. Fernand-Labori, Labori, 13.
68 Stanton to Fitts, 14 May 1900, copy in Theodore Stanton Papers.
plus tôt possible, ou traiter pour ce que vous savez, ou pouvoir en disposer, car on me fait des offres très belles. J’espère donc vous voir à la fin de ce mois, ainsi que votre compatriote.  

Stanton replied:

Le membre de la maison Harper dont je vous ai parlé était à Paris ces jours derniers et nous avons parlé de ces manuscrits. Il est de mon avis qu’il faut les voir et revoir avec soin.  

The Harper executive had left Paris for London, promising to have a Harper representative from the London office meet Stanton in Brussels in October. Stanton, too, was impatient with not having a free hand in the matter, and he apologized to Lovenjoul:

Il y a une perte de temps affreuse dans tout cela parce qu'on est forcé à consulter New York à chaque instant.  

This caused Lovenjoul to doubt (correctly, perhaps) Stanton’s ability to negotiate freely:

J’espère aussi qu’on arriverait muni de pouvoirs définitifs pour traiter, sans devoir encore en référer là-bas.  

Lovenjoul cited competing offers he had waiting for the unpublished material, as well as the need to move quickly before his busy winter social calendar and the early loss of daylight in the afternoons curtailed work in his library until the following spring. He was temporarily reassured by a letter of interest from Leveson Gower’s office in London:

Mr. Stanton has reported to us the important documents of Balzac, George Sand, Sainte-Beuve, etc., possessed by you and it is our desire to examine these papers at our earliest opportunity. Mr. Stanton and another member of our house expect to visit Brussels soon when we hope something may be done to acquire for America and England some of the interesting material which you have.  

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69 Lovenjoul to Stanton, 4 Sep. 1900, Theodore Stanton Papers.  
70 Stanton to Lovenjoul, 14 Sep. 1900, Lovenjoul Collection.  
71 Ibid.  
72 Lovenjoul to Stanton, 15 Sep. 1900, Theodore Stanton Papers.  
73 Harper & Brothers to Lovenjoul, 19 Sep. 1900, Lovenjoul Collection. The autograph letter is signed “Harper & Brothers, per R.S.”
To the Harper firm, Lovenjoul’s collection represented a potentially wide range of projects on which a decision could not be reached in haste. Lovenjoul replied to the Harper London office with specific arrangements for a meeting at his library, where he was in the process of editing the manuscripts:

Je vous montrerai mon archive en détail. Mais, pour le moment, je n’ai rien de prêt que les morceaux inédits de Balzac dont j’ai lus quelques-uns à M. Stanton.\(^\text{74}\)

As to what documents were in question here, Stanton’s list of ten manuscript items mentioned above in Lovenjoul’s letter has not been found. Later, however, the *Mercure de France* gave a detailed list of fourteen Balzac writings – fragments, early efforts, and the like – which still had not been published in 1912.\(^\text{75}\) “Du Gouvernement moderne” appeared at the top of the list. Stanton, a regular contributor to that periodical since 1911, wrote a letter to the editor correcting the error, pointing to the two simultaneous publications he had arranged, also stating that he still held the rights to the article:

Mon cher Directeur, […] Je pense donc, quoique cela ne soit pas d’une grande importance pratique, que je possède encore les droits de publication de ce manuscrit, si le manuscrit cité ci-dessus est le même, ce qui est fort probable.\(^\text{76}\)

Stanton concludes by saying the other pieces on the list might well be unpublished, but he does not indicate if these were the same ones which were the subject of his own negotiations with Lovenjoul in 1900. Unfortunately, the surviving letters written by the principals in this affair offer no indication of its resolution in the publication of any of the remaining Lovenjoul manuscripts through Stanton’s efforts.

Stanton persevered to mediate an offer for Lovenjoul’s manuscripts. He announced a

\(^{74}\) Lovenjoul to Harper & Brothers., Theodore Stanton Papers.


\(^{76}\) “Une lettre de M. Théodore Stanton,” 668.
visit to Brussels with a Mr. Lucas of the London office on 6 October. It seemed to be agreed, until Stanton sent a telegram on 3 October, and followed it with a letter, informing Lovenjoul that Lucas was delayed coming to Paris until 17 October. He postponed the visit until early November, promising to keep the date. Lovenjoul could not see why Lucas could not pass through Brussels on his way to Paris, and suggested their tentative agreement was in jeopardy, insisting that Stanton and his colleague come by the eighteenth of the month or not at all. Stanton seems to have delayed his reply until the end of October, perhaps waiting for advice from New York. In closing his letter dealing with other business related to the *Grande revue* article, he appends:

Je n’ai pas renoncé à mon projet de voyage à Bruxelles. Je serai libre de le faire n’importe quel jour à partir du 28 novembre, et je vous prie de me faire savoir quand je vous trouverai à Bruxelles après cette date.

Lovenjoul seems exasperated by this, according to a draft, which he did not send, of his response to Stanton’s request, now for a date sometime in December:

Je ne pourrai vous recevoir au moment que vous m’indiquez. Je regrette de devoir revenir, sur ce point, à mes dernières explications. [...] Aujourd’hui, c’est une affaire manquée pour moi; je ne suis pas habitué, je l’avoue, à être traité avec un pareil sans-gêne, et je ne saurais en prendre mon parti, ni l’accepter.

In a short note he did send Stanton as a reply, he neither explains nor complains, but wearily suggests that Stanton re-read his last two letters, “car vous me semblez en avoir tout à fait

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77 Stanton to Lovenjoul, 29 Sep. 1900, Lovenjoul Collection.
78 Lovenjoul to Stanton, 30 Sep. 1900, Theodore Stanton Papers.
79 Stanton to Lovenjoul, 3 Oct. 1900, Lovenjoul Collection.
80 Lovenjoul to Stanton, 5 and 11 Oct. 1900, Theodore Stanton Papers. The Viscount refrained from sending a heated response to Stanton on 5 October, a draft of which he nonetheless retained among his correspondence. He was clearly exasperated at Stanton and his colleagues setting dates and deferring them: “À quoi bon préciser dès aujourd’hui une date, puisqu’aucune de celles, fixées pourtant d’après vos propres désirs, n’a été observée.” The revised letter Stanton received went straight to the arrangement of a rendez-vous before expressing Lovenjoul’s dismay at a proposed November date for pursuing a tentative deal struck in early summer.
81 Stanton to Lovenjoul, 31 Oct. 1900, Lovenjoul Collection.
82 Lovenjoul to Stanton, 2 Nov. 1900, draft, Lovenjoul Collection.
oublié le contenu.” Stanton let the matter cool until Lovenjoul resumed communications to ask for a copy of the December *North American Review*. Stanton had to wait for the mail to arrive from New York, but promised to send Lovenjoul a copy by about the fifteenth of the month. Keeping his foot in the door for the other Balzac material, he added:

À présent il m’est possible d’aller à Bruxelles n’importe quel jour si vous voulez bien m’en indiquer un. [...] C’est donc convenu, n’est-ce pas que j’attends un mot de vous fixant la date et l’heure qui vous plairont.

On 19 December, Lovenjoul was pleased to receive his copy of the *North American Review*. He noticed the absence of the image of Balzac’s manuscript:

Le fac-similé de la dernière page du texte de Balzac ne s’y trouvant pas joint, je présume qu’on ne s’en est pas servi.

Stanton probably had no reply to this because he was left out of the final editorial decisions made by the *Review’s* editor(s) in New York. It is a small illustration of the limits of Stanton’s sphere of influence as a sub-editor or representative of that magazine.

Looking ahead to the spring, Lovenjoul was willing to make a fresh start with Stanton and Harper, under certain conditions:

Cette fois, je ne rentrerai en relations sur ce sujet, que si vous m’affirmez pouvoir traiter sur le champ, et avoir les pouvoirs nécessaires à cet effet.

Stanton reassured him that he was authorized and ready to buy a good manuscript when he saw one, as he had done with “Du Gouvernement moderne,” but he reminded Lovenjoul that the purpose of his next visit was to file a report to New York on the other documents, of which the editorial value was much less certain:

Quelques heures passées avec vous parmi vos manuscrits me permettraient de dire à notre maison de New York exactement ce que vous avez, et seraient

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83 Lovenjoul to Stanton, 2 Nov. 1900, Theodore Stanton Papers.  
84 Lovenjoul to Stanton, 1 Dec. 1900, Theodore Stanton Papers.  
85 Stanton to Lovenjoul, 5 Dec. 1900, Lovenjoul Collection.  
86 Lovenjoul to Stanton, 19 Dec. 1900, Theodore Stanton Papers.  
87 Ibid.
sans doute le premier pas vers d’importants achats.  

Lovenjoul’s very lengthy reply seems a little ambivalent. He blames Stanton and the Harper executives for the long delays that have cost him time and missed opportunities elsewhere. He mentions another American publisher, who had assured him that each of the remaining manuscript fragments was worth at least one thousand dollars, or five thousand francs. (This was as much or more than Stanton had paid for the completed, signed article, a more desirable piece.) The powerful combination of Harper & Brothers and the North American Review was still an attractive one, however, with the potential for much larger sales, and so Lovenjoul offered one last chance to view and purchase the ten Balzac pieces (only some of which Stanton had examined in detail):

[J]e ne puis plus faire que ceci: vous donner une dernière fois la préférence pour les dix fragments de Balzac que je vous avais réservés. [...] Mais, cette fois, il faut les prendre ferme, sans discussion ni débats.

In the same letter, Lovenjoul asked if it was true that the Harper firm was bankrupt. (He seems to have received the news a year after the fact.) Stanton was tired of explaining that he lacked the authority to close the deal on the spot, and was at any rate unwilling to make an offer before getting a proper look at the material. He put the matter off until they could proceed in person:

Il y a tant de malentendus dans nos relations à présent que je crois mieux d’attendre jusqu’à votre prochaine visite à Paris. Alors, si vous le voulez bien, nous pourrons causer de toute l’affaire et commencer à nouveau. En attendant je vous prie de me croire, très cordialement à vous,

Theodore Stanton.

Stanton may have wanted to talk it over with George Harvey in April during his annual visit to Europe. He invited Lovenjoul to a dinner in Paris in Harvey’s honour, but the Viscount

88 Stanton to Lovenjoul, 26 Dec. 1900, Lovenjoul Collection. In the same post, Stanton sent a copy of the London edition of the North American Review, in which “Modern Government” had also appeared.
89 Lovenjoul to Stanton, 3 Jan. 1901, Theodore Stanton Papers.
90 Stanton to Lovenjoul, 5 Jan. 1901, Lovenjoul Collection.
graciously sent his regrets.\footnote{Lovenjoul to Stanton, 22 Apr. 1901, Theodore Stanton Papers.} In the same post, Lovenjoul tried to persuade Stanton to bring Harvey to Brussels, as he himself might not be coming to Paris that summer. The Balzac manuscripts were evidently not a high priority for Harvey, who returned to New York.\footnote{Stanton to Lovenjoul, 29 Apr. 1901, Lovenjoul Collection.}

Stanton continued to try to make plans for later that year:

\begin{quote}
Il est très possible que j’irai à New York au mois de septembre pour des affaires relatives à ce bureau, et je pourrais alors expliquer toute la chose et revenir avec des ordres définitifs.\footnote{Ibid.}
\end{quote}

Nothing seems to have come of Harper’s wish to publish other pieces from Lovenjoul’s collection. Stanton did, however, make enquiries to other American publishers about the material while visiting New York and Philadelphia, as he wrote to Lovenjoul on his return to Paris, proposing that they meet.\footnote{Stanton to Lovenjoul, 27 Nov. 1902, Lovenjoul Collection.}

As a middleman, Stanton was in a difficult position as a sub-editor, or a sub-sub-editor at times, of New York magazines in Paris. He was restricted by the slow rhythm of transatlantic business correspondence by mail, or the alternative expense of cabling important decisions. The Harper situation was unique, with the interests of the \textit{North American Review} and the Harper magazines overlapping with the Harper firm’s book publishing, and the whole publishing house in flux. Stanton’s office was subordinate to the more established London operations of Harper & Brothers. He was often caught in the middle, unable to act without authorization and left waiting for communications from New York, sometimes sent through London. This did not inspire confidence, especially in Lovenjoul’s case. Lovenjoul has been described by Deauville, writing in the \textit{Mercure de France} in 1907, as a gentle intellectual

\footnote{Stanton to Lovenjoul, 27 Nov. 1902, Lovenjoul Collection. A year may have gone by since the preceding letters, or else Stanton meant to write “1901.” He thanks Lovenjoul for sending his book, possibly \textit{La genèse d’un roman de Balzac: Les Paysans: lettres et fragments inédits}, published in 1901 in Paris, by Ollendorff.}
who had learned by hard experience to be wary in financial transactions. Stanton, on reading Deauville’s piece, recalled:

The word “méfiant” makes me think how he acted when I went with N.A.R. check to get Balzac ms. [...] When I handed him check, he did not hand me ms. but said, let us go to bank, & when, at Thomas Cook & Son’s, Pl. de l’Opéra, paying-teller handed him money, then & there pulled out of his pocket ms. & gave it to me! [...] I found it next [to] impossible [to] do business with him.

The feeling was most likely mutual. Stanton, through no fault of his own, must have disappointed Lovenjoul, after such an auspicious beginning with the simultaneous publication of “Du Gouvernement moderne.” Other acquisitions Stanton arranged for the North American Review and Harper & Brothers were more successful, as the following case studies will show, but his relations with Lovenjoul came to a close.

**Paul Meurice: Unpublished Letters and Drawings by Victor Hugo.**


When Victor Hugo died in 1885, he left to posterity an enormous amount of unpublished works and correspondence. He had named his devoted friend and admirer, the writer Paul

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Meurice, as literary executor of his estate with Auguste Vacquerie, who died in 1895. In this capacity, Meurice, like the Viscount Spoelberch de Lovenjoul, was a kind of literary middleman himself, editing and directing the publication of a great number of items from Hugo’s posthumous papers until his own death in 1906. In 1900, his path crossed with that of Theodore Stanton, who arranged the publications listed above. Stanton was working with Meurice at the same time he arranged with Lovenjoul for the unpublished Balzac essay. In fact, “Du Gouvernement moderne,” which appeared at the head of the December 1900 issue of the Grande revue, is followed directly by the second instalment of Victor Hugo’s “Lettres à la fiancée.” The Grande revue published the collection of Hugo’s youthful letters to Adèle Foucher (who would become Madame Hugo in 1822), with Paul Meurice’s introduction, in four instalments. In New York, the translated letters and introduction appeared in three lengthy instalments as “Love-Letters of Victor Hugo (1820-1822)” in Harper’s Monthly Magazine, with, in all, four illustrations. Subsequently, Lettres à la fiancée 1820-1822 was published as a book in Paris, in February 1901. The English translation followed, appearing as The Love Letters of Victor Hugo 1820-1822, in New York and London in April 1901. So rich was the Hugo archive, of which Stanton had described to Harper & Brothers the items Paul Meurice had shown him, that Harper hastened to commission another pair of articles for the magazine. These presented a selection of twenty-seven of Victor Hugo’s original drawings. For the first article, Stanton had the painter Jean-Joseph Benjamin-Constant provide a commentary on Hugo’s art, and Paul Meurice provided the text for the second article. In addition to these projects, Stanton later acquired the English-language rights, also through Meurice, to Victor Hugo’s article, “Shakespeare.” It appeared in the North American Review in September 1901.97

97 Paul Meurice to Theodore Stanton, undated [autumn 1901], “Voici le reçu des 500 francs attribués par la
Stanton had originally acquired from Meurice the American and British publication rights to the love letters of Victor Hugo not for *Harper’s Monthly* but on behalf of the *North American Review*:

Paris, December 1, 1899. Received of Theodore Stanton of the *North American Review* five thousand (5,000) francs, the first installment of a payment of ten thousand (10,000) francs for all the English and American rights of the forthcoming volume of Victor Hugo’s love-letters […] (signed) Paul Meurice.  

The letters were to appear in the *Review* in three instalments from February to April 1900, “in which last month the book will appear,” under the imprint of the *North American Review* which also published books.  

The contract further stated that publication in the *Review* could begin “several months” ahead of the planned original French publication of the letters, so that they “may all have been printed in the *Review*, if the editor so wishes, before their final publication in book form in Paris.” If American book sales surpassed Meurice’s first advance payment of 5,000 francs, the “customary royalty” was to be paid (usually twelve-and-a-half per cent). In the weeks after the contract was signed, the Harper & Brothers firm was re-organized. George Harvey was installed as president, and he retained his ownership and editorship of the *North American Review*. As an indication of the changes Harvey brought to the Harper firm, and of the melding of Harper interests with the *Review’s*, it was decided at some point during 1900, with the project well underway, to switch the publication venue of the Hugo letters to *Harper’s Monthly*. Harper & Brothers would also issue the book edition. In October 1900, Harper & Brothers recorded in its ledgers the original agreement between Stanton and Meurice for the *Review*, followed by an entry for the

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transfer, “for value received,” of the “right, title, and interest in the above agreement dated Dec. 1, 1899, with Paul Meurice for the publication of an English translation of The Love Letters of Victor Hugo.” Meurice’s second payment of 5,000 francs followed in December of 1900, when publication in Harper’s Monthly had finally begun.

During Harvey’s first months of reviewing operations at Harper and prioritizing pending editorial projects, the proposal to begin the magazine instalments in February in the North American Review was amended. At first, only the date was postponed. Paul Meurice wrote to Stanton in April that he was just starting the editing work:

[J]e compte me mettre aux Lettres après les vacances de Pâques. Je pourrai vous en livrer une bonne partie, tout imprimée, dans le courant de juin. Quant aux portraits de Victor Hugo et de Mme Hugo, je les mettrai à la disposition du Directeur de la North American Review.

It was Meurice who provided the engravings and clichés (stereotypes) of the illustrations that were used in the French and American editions, and in Harper’s Monthly where the letters eventually appeared. These consisted of two portraits, of Victor Hugo and Adèle Foucher, and a four-page facsimile of the first love letter. Stanton forwarded the reproductions to New York and handled Meurice’s re-imbursements and payments for their use. Mindful of delays in conducting transatlantic business, Stanton cautioned his contacts at the Review:

If you mean to insert in the volume the two portraits I mentioned and the facsimile of one of the letters this should be decided at the earliest possible moment in order that the plates may be ready for the book.

The Review evidently did not plan to use the illustrations in the magazine.

Stanton suggested that Meurice’s edition of the Hugo letters be translated in Paris:

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101 Ibid., 215.
102 Meurice to Stanton, 18 Dec. 1900, Theodore Stanton Papers.
103 Meurice to Stanton, 12 Apr. 1900, Theodore Stanton Papers.
104 “Il reste à me régler le prix, non du dessin du portrait d’Adèle Hugo pour lequel Maurice Leloir n’a rien accepté, mais de la gravure et des clichés des deux portraits et de l’autographe, 300 francs que j’ai déboursés.” Meurice to Stanton, 8 Sep. 1900, Theodore Stanton Papers.
105 Stanton to Leveson Gower, 8 Dec. 1900, copy in Theodore Stanton Papers.
I think the translation should be done here. It would be more expeditious, and M. Meurice will always be on hand to consult in case of a difficulty. In fact, I will do the translating myself. But of course if you and Mr. Fitts have another plan, doing this work is immaterial to me. 106

When Harper & Brothers assumed the contract, the firm hired the writer Elizabeth Wormeley Latimer to translate the letters in the United States. She received two hundred and fifty dollars for her rendering of Hugo’s letters and Meurice’s text. 107 The version of her work which appeared in the three Harper’s Monthly instalments was much abridged for length, as well as for references to the physical purity of the young couple, for example, or other topics unsuited to the family parlour. The complete version of Latimer’s translation appears in the book edition.

Harper & Brothers issued the volume simultaneously in New York and London in April 1901, with a copyright date of 1900. Having copyrighted the first Harper’s instalment in November, competitors were deterred, and the firm did not need to co-ordinate the English-language book editions with the French edition. The French volume was on the market before the translations, but the Harper editions were protected in the meantime.

Eugène Fasquelle, who continued the Charpentier firm, issued the French edition, Lettres à la fiancée 1820-1822, on 25 February 1901, the day before the ninety-ninth anniversary of Victor Hugo’s birth. 108

By the autumn of 1900, Meurice and Fasquelle were planning to issue the French edition of Lettres à la fiancée in November, later than Meurice had anticipated back in April. 109 A combination of factors caused the publication to be put off further until the new

106 Ibid.
107 Ledger record of the receipt in Harper and Brothers Archives, vol. 10: 1896-1900, A: Contracts, 215, 26 Sep. 1900. The awareness of copyright regarding her translation is interesting, in that Latimer signs over “the mss. and copyright” of her work on the letters, “of which translation I am the sole author and proprietor.”
109 Meurice to Stanton, 2 Sep. 1900.
year. Looking back in 1905, Stanton explains:

Three or four years ago when M. Meurice and I were engaged in bringing out at New York and Paris an edition of the love letters of Victor Hugo, [...] he informed me one morning that Mme. Édouard Lockroy, the poet’s daughter-in-law, had found the replies of Mlle. Foucher. It was then decided not to publish these letters and they were used simply to explain, and to supply or rectify dates in Hugo’s letters. So late were they discovered that it was not possible to utilize them for the English translation, which consequently differs in some particulars from the French edition.110

E.W. Latimer had finished her translation by October 1900.

The text of the complete English translation differs, in fact, considerably from the French edition. The manuscript Latimer received from Meurice contained some one hundred love letters, all written by Hugo, seventeen fewer than the French book edition. Meurice may have had difficulty integrating those letters into a timeline and omitted them from the translator’s manuscript, adding them later with the help of the Foucher replies. A great number of the letters are identified only by “Friday” or “evening” or “two p.m.,” and were printed as such in the English-language edition. In the French edition, the results of the additional information afforded to Meurice by the fiancée’s replies to Hugo are clear. Some of the letters are moved, and many dates are added or rectified. Meurice’s editorial comments are amplified and are more specific in places. It is clear that Latimer made minor amendments of her own to her translation between the magazine and book publication, but Harper & Brothers did not have her re-work it to incorporate any of the new material or amended dates, even though the translation was typeset anew for the book. As a result, English-language readers of Victor Hugo’s love letters were at a slight disadvantage compared with those reading the collection in French, even though the American edition

seems at first glance to be a direct translation of the work.\textsuperscript{111}

Paul Meurice made the decision to begin simultaneous magazine publication of the love letters in November 1900 and to further postpone the publication of the French book edition until February 1901 at the request of Harper & Brothers. The Harper firm was attracted by the opportunity to publish a selection of Victor Hugo’s drawings from a large collection which Meurice had shown to Stanton. A plan was devised to publish the drawings simultaneously with the letters, first in French and American magazines, then in book form. *Harper’s Monthly Magazine* being much better suited to profusely illustrated articles than the *North American Review*, it made sense to conduct the American side of both projects under the Harper name. George Harvey was in a position to transfer the agreement for the love letters without difficulty.

Meurice was reluctant to release Hugo’s unpublished drawings to them for publication without a firm commitment from Harper & Brothers to publish a book of the drawings in addition to the magazine articles. He had been expecting to discuss the tentative plan in more detail with Stanton, who was quick off the mark:

\begin{quote}
Vous n’êtes pas venu et c’est le photographe qui est venu ! Je ne puis, dans ces conditions hâtives, laisser faire et livrer ces photographies. [...] Vous m’avez répondu, après avoir consulté des Messieurs, qu’ils étaient disposés à
\end{quote}

\begin{footnote}
\textsuperscript{111} See also Stanton’s letter to the editor of the *Critic* [New York] in 1905, in which he reveals Paul Meurice’s plans to publish the fiancée’s replies: “Some of these will be used, for the first time, in the new and complete edition of Victor Hugo’s works just begun by Ollendorff [Paris], under the authoritative editorship of the venerable Paul Meurice.” See “The Lounger,” *Critic* 46, no. 5 (May 1905): 392. Stanton, ever with an agent’s and publicist’s eye on international literary markets, had written to the *Critic* to correct an item conflating his edition of Victor Hugo’s letters to the future Mme Hugo with an edition of newly discovered letters to Hugo from his paramour, Juliette Drouet. The American editor Henry Wellington Wack had recently made an international sensation with an edition of thirty-seven previously unpublished letters from Drouet to Hugo. Wack fleshed out his volume with the story of his discovery of the Drouet love letters among other Hugo papers in the possession of a manuscript dealer in Guernsey. See Wack, *The Romance of Victor Hugo and Juliette Drouet* (New York and London: G.P. Putnam’s Sons, 1905). It is an absorbing tale, one which Stanton nonetheless puts in perspective, writing to the *Critic*: “As regards the Drouet-Hugo correspondence, I am able to announce that this too will see the light in the near future. M. Meurice possesses two or three thousand of Mme. Drouet’s letters, or, rather, notes, some of which I have been permitted to glance over. He is now engaged in selecting the best and arranging them for the printer.”
\end{footnote}
s’associer à ce projet et que la publication pourrait paraître simultanément à Paris, à New-York et à Londres. En attendant, vous demandiez de publier quelques-uns des dessins dans le Harper’s. [...] Je ne peux pas laisser déflorer l’édition d’art par la publication de plusieurs des beaux dessins sans avoir la garantie que l’édition sera faite.112

Stanton wrote up the proposal for simultaneous publication of the letters and the drawings and presented it to Meurice in English, the better to copy it to Harper executives. Meurice replied:

D’abord je vous serais très obligé, vous qui parlez le français comme un académicien, de m’écrire en français vos lettres importantes. [...] Je crois comprendre cependant que M.M. Harper [...] voudraient les éditer simultanément. Cela [complique] beaucoup les difficultés. Les Lettres à la fiancée peuvent être prêtes et les Dessins ne l’être pas.113

Anticipating this, Harper had requested that Meurice postpone the publication of the French edition. Meurice continued:

Si j’ai bien saisi le sens de votre lettre, on me demanderait d’ajourner encore la publication du volume en France. Cela m’est bien difficile, pour ne pas dire impossible. J’ai toujours dit que la publication aurait lieu dans les premiers jours de novembre.114

Stanton had his assistant, John Arthur, meet with Meurice. (Oddly, Arthur’s knowledge of French was such that he brought an interpreter.) He offered, on behalf of Harper’s Monthly, to pay at least one 125 francs for each reproduction of the drawings Meurice provided, and 750 francs for each magazine article accompanying the edition of the drawings. Stanton had not been present at that meeting, but Meurice called on him months later to resolve the situation when the payments from Harper’s did not add up correctly.115

Harper & Brothers, like other publishers which issued magazines as well as books, usually preferred to contract for magazine and book publications together, as the firm had

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112 Meurice to Stanton, undated, “M. Penfield m’avait dit hier que vous viendriez...”, Theodore Stanton Papers.
113 Ibid.
114 Meurice to Stanton, 2 Sep. 1900, Theodore Stanton Papers.
115 “Je ne peux m’expliquer ni le nombre des photographies employées ni le chiffre du paiement…” Meurice to Stanton, undated, Theodore Stanton Papers.
done for the Hugo love letters. Such a contract seems notable for its absence in both the Harper and Stanton archives, and Harper & Brothers did not publish a book of Hugo’s drawings. Meurice’s mention of separate payments for the magazine edition, in contrast with the more comprehensive agreement he had signed with the *North American Review*, seems to suggest that Meurice was finally convinced to proceed with the magazine publication only.

Stanton’s main challenge in this project was dealing with the reproductions of Hugo’s drawings. Meurice was not satisfied with the work of the photographer whom Stanton had hired. Some of the drawings are small, very simple, pen-and-ink sketches of a man’s head, for example. Other sketches, of landscapes, castles, or the sea, are done in ink or watercolours and are quite elaborately shaded and detailed. According to Meurice:

Excepté celles qui reproduisent des dessins clairs et d’une forme très arrêtée, il faut bien dire que des photographies ne donnent pas du tout l’idée des originaux. Pas de nuances, pas de demi-teintes. Des ombres grosses et lourdes et la nuit! […] plus impossible encore qu’on pensât à les graver en Amérique.116

Again, Stanton found himself caught in the middle between Meurice and *Harper’s*, with responsibility for a situation over which he had limited authority. Communications about the reproductions of the drawings became muddled as they dragged on. After Meurice met with Arthur, he waited for confirmation about which drawings were to be used. Near the end of August, he replied to Stanton, who was waiting for him to provide titles for the drawings:

Je vous rappelle qu’à Paris j’ai insisté auprès de vous et de Mr John Arthur pour que nous nous occupions de ces questions des dessins. Vous n’avez pas donné suite à mes instances, et j’ai pensé que l’on se contentait de ce qui avait été fait et que je n’avais plus à m’occuper de rien sur ce point. J’ai même offert à John Arthur, et gratuitement s’il ne voulait pas se servir des clichés, des photogravures et des bois bien supérieurs aux photographies dont quelques unes sont illisibles et ne donnent qu’une médiocre idée des dessins de Victor Hugo.117

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116 Meurice to Stanton, 1 May 1900, Theodore Stanton Papers.
117 Meurice to Stanton, 22 Aug. 1900, Theodore Stanton Papers.
Arthur evidently opted to prepare the drawings for printing in *Harper’s Monthly* in New York, and not to avail himself of Meurice’s generous offer of engravings, clichés or woodcuts. These Meurice had produced for French publications he was arranging independently of Stanton. Stanton completed his part in the *Harper’s Monthly* project by sending the last group of photographs in October for the February 1901 article in *Harper’s*. It was Stanton who had promoted the idea of Meurice’s companion piece to Benjamin-Constant’s article. While the painter discussed Hugo’s drawings in terms of their artistic merit, Meurice fills in the biographical background on their creation:

> J’ai repensé à ce que vous m’avez dit et à votre aimable insistance. Je me suis remémoré toutes sortes de souvenirs intéressantes au sujet des dessins. Bref je me suis mis à écrire ces pages que vous m’avez demandées. […] Nous pensons, dans le courant de la semaine, faire photographier les dessins et vous pourrez envoyer le tout le 17 octobre.\(^{118}\)

Theodore Stanton, as the Paris representative of Harper & Brothers, surmounted a series of obstacles to acquire and see into print the Hugo letters and drawings, a total of five *Harper’s Monthly* instalments, and the letters for book publication. Stanton’s concurrent dealings with Fernand Labori, editor of the monthly *Grande revue*, for the Balzac essay, and, in turn, Labori’s relationship with publisher Eugène Fasquelle, make the publication of Hugo’s *Lettres à la fiancée* by Labori and Fasquelle seem logical. To what degree the Fasquelle edition can be attributed to Stanton’s influence is uncertain. Stanton was only one of Paul Meurice’s many professional contacts in Paris, and Fasquelle had continued the Charpentier firm, which had published many Hugo titles mid-century. It is even more unlikely that Stanton was involved in any arrangements Meurice may have made to publish Victor Hugo’s drawings in France, either in a periodical or as a book. The drawings do not

\(^{118}\) Meurice to Stanton, 5 Oct. 1900, Theodore Stanton Papers.
appear to have been published by him in a separate volume as were Hugo’s love letters to his fiancée.119

An Exclusive Original Essay by Émile Zola.


“My dear Fitts: I have seen Zola.”120 Stanton’s report to William B. Fitts, the European editor in the New York office of the *North American Review*, carries a lingering note of triumph. Stanton had tried for six months to get the novelist to meet with him for the purpose of discussing an offer to contribute articles to the *Review*. Zola’s involvement in the Dreyfus Affair had led him to spend eleven months in England in self-imposed exile to avoid being jailed for state libel. The charge had been a result of Zola’s now famous newspaper article known as “J’accuse…” published in Paris in January 1898.121 The article had brought Zola enormous international attention. He had been almost completely incommunicado in England, literally in hiding for fear of being served with a warrant for arrest.122 After returning to Paris on 5 June 1899 he was the most sought-after figure of the day, in a controversy that had become a national disgrace and had bitterly divided France. Zola was

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121 Zola had willingly sacrificed his freedom to the cause of exculpating Captain Alfred Dreyfus, wrongly court-martialled for treason in an anti-Semitic plot and imprisoned in barbaric conditions on Devil’s Island, a penal colony in French Guyana. When the true guilty party was acquitted and Dreyfus’s case seemed hopeless, Zola published a letter to the President of the Republic, the famous “J’accuse,” in *L’Aurore* on 13 January 1898, as a way to re-open the case in criminal court. Dreyfus’s conviction was overturned on 3 Jun. 1899 and a new trial ordered in military court. Convicted anew, Dreyfus was finally pardoned by the President. Zola’s conviction would be quashed as part of a general amnesty that followed at the end of 1900. See “L’Affaire Dreyfus,” [http://www.chass.utoronto.ca/french/sable/recherche/catalogues/Dreyfus/Dreyfus.htm](http://www.chass.utoronto.ca/french/sable/recherche/catalogues/Dreyfus/Dreyfus.htm) <30 Jun. 2009>.
122 The English translator Ernest A. Vizetelly was one of Zola’s loyal supporters in exile.
descended upon, in person and by mail, by journalists, editors, and publishers wanting his story of exile and his views on the Affair, which was still in progress. He refused all such requests, unable even to reply to most of them. Instead, he busied himself with the publication of his new novel, *Fécondité*, which he had finished just before leaving England, and the preparation of the next novel, *Travail*.

Stanton persevered and finally got an appointment to see Zola. He accomplished this, first, through his personal charm and professional connections, second, by asking Zola to write on a different subject than the Dreyfus Affair, and third, by putting forth a financially attractive offer to publish a series of articles, followed by an even more lucrative proposal for a multi-year option on books and articles. Stanton’s fourth strategy may have proved irresistible: he piqued Zola’s interest in all things modern by suggesting he try dictating an article to a stenographer to save time. Besides having a writer’s curiosity, Zola was something of a technophile who enjoyed photography and cycling. He gave dictation a try. The unique typed manuscript that resulted was translated to become the article “War,” published in the *North American Review* in April 1900. Stanton promoted this composition method to other writers as well, with mixed reactions and results. In Zola’s case, this unusual opportunity came during a turbulent year in his life and in his foreign publishing affairs, on which some background may be useful.

Stanton had known Zola since the late 1880s, corresponding with him from time to time for his own journalistic work and interviewing him in 1890 about the American piracies of his literary properties.\(^{123}\) Stanton approached him several times afterwards about

\(^{123}\) See page 111.
contributing to the *North American Review*, but the novelist was always too busy.\textsuperscript{124} Such a casual acquaintanceship did not get Stanton in to see the besieged Zola after his return from England in 1899:

> He has not answered my request for a definite interview. But I intend calling on him about six o’clock one afternoon, and if I fail to find him, I will get a letter to him from a mutual friend. In fact I have about concluded that this friend can get at him better than I can, for I know him only slightly.\textsuperscript{125}

The mutual friend was the journalist Joseph Reinach, whose article on the Dreyfus Affair had just appeared in the June issue of the *North American Review*, courtesy of Stanton.\textsuperscript{126}

Reinach outlined for Zola what Stanton had in mind:

> […] soit la primeur de quelques pages sur l’Affaire, soit une vue d’ensemble qu’il prendrait sténographiquement sous votre dictée.\textsuperscript{127}

Zola, not immediately tempted to try dictation, replied:

> Je vous en supplie, ne m’envoyez aucun journaliste. Je ne veux parler de l’Affaire avec aucun, pas plus français qu’étranger. Je passe les journées à défendre ma porte.\textsuperscript{128}

Stanton chose another go-between, Ernest Vaughan, the newspaper editor who had published “J’accuse,” and reported to Fitts in July: “I am in very close communication with [Zola] through Vaughan of *L’Aurore*.”\textsuperscript{129} This correspondence cleared the way for the offer Stanton would make to Zola in August 1899.

> On 10 August, Stanton made a substantial offer by letter, proposing four articles on literary topics:

La *North American Review* désire à avoir [sic] quatre articles de vous sur des sujets littéraires. Chaque article peut avoir une longueur d’à peu près 4,000

\textsuperscript{124} “Cher monsieur, je refuse toute collaboration, tant que je n’aurai pas terminé la série de mes romans. J’en ai encore pour deux ou trois ans. Ensuite, nous verrons.” Zola to Stanton, 18 Aug. 1890, Theodore Stanton Papers.
\textsuperscript{125} Stanton to Fitts, 25 Jun. 1899, copy in Theodore Stanton Papers.
\textsuperscript{127} Joseph Reinach to Émile Zola, 13 Jun. 1899, in Zola, *Correspondance*, vol. 9, 502, note 1.
\textsuperscript{129} Stanton to Fitts, 21 Jul. 1899, copy in Theodore Stanton Papers.
mots et nous payerons 5,000 francs pour les quatre articles, si vous trouvez ce prix assez élevé.\footnote{Stanton to Zola, 10 Aug. 1899, Émile-Zola Collection, Émile Zola Archives, University of Toronto.}

The exact topics were to be discussed at a later date. Stanton may have hoped to obtain from Zola some pages on the Affair after all during the course of the agreement, perhaps after the new trial of Captain Dreyfus ended. Zola continued to postpone any commitment to write for the Review, or even to meet with Stanton. The pressure on Stanton to see Zola, and the competition from other editors, increased after Dreyfus was convicted again in September 1899, to immense general outrage. Stanton tried another tack:

There seems to be such a rush after Zola that I thought we ought to have another talk with him personally. So I went out to his country home the day before yesterday to see him. He was unfortunately off on an excursion to a neighboring town. But I saw Madame Zola and had quite a talk with her.\footnote{Ibid.}

Alexandrine Zola told Stanton that her husband had made no promises to anyone, and that Stanton should keep writing letters. Stanton had a better idea: “Instead of doing that I have written to her, as I thought this would be more effective.”\footnote{Stanton to Fitts, 19 Sep. 1899, copy in Theodore Stanton Papers.} Stanton did manage to learn during their chat that Zola was considering lecturing in France on the Affair. He wrote to Fitts, “I am going to ask her if he would not give us his lectures for publication,” guessing probably correctly that Madame Zola would mention their conversation to her husband.\footnote{Ibid.}

Through another mutual acquaintance, Paul Hervé, the son of Georges Hervé, the anthropologist, another of Stanton’s magazine contributors, Stanton was finally received in Zola’s study: “I offered young Hervé 100 francs to see Zola, explain the situation and arrange

\footnote{Stanton to Fitts, 19 Sep. 1899, copy in Theodore Stanton Papers. Zola did not lecture on the Affair. Instead, he channelled his analysis of it into his last finished work of fiction, Vérité. Émile Zola was found dead on 29 September 1902 at the age of 62, asphyxiated in his sleep by coal fumes from his bedroom fireplace. Madame Zola survived. Foul play perpetrated by anti-Dreyfusards is a probable explanation for the tragedy, based on recent research by Alain Pagès and Owen Morgan, but Zola’s death was officially declared an “accident” at the time. See Henri Mitterand, Zola: Tome III : L’honneur 1893-1902 (Paris: Fayard, 2002): 795-801, 807-13.}
for an interview, all of which he did very well.”

On 6 December 1899, Stanton saw Zola. Stanton had just returned from a meeting in London with George Harvey, who had just become the president of Harper & Brothers, Fitts, and Leveson Gower. Fitts had accompanied Stanton to Paris. Having learned of Harvey’s combined plan for the *North American Review*, the house of Harper, and the Harper magazines, the two editors came to Zola armed with the offer described below. It was larger and more generous than the preceding offer from the *North American Review* in August. The new terms were:

- ten thousand francs for the American rights to Zola’s next three novels, *Travail*, *Vérité*, and *Justice*
- an additional payment of three thousand francs for the recently finished novel, *Fécondité*
- one thousand francs each for three or four articles extracted from each novel.

This proposal seems designed to corner the American market for Zola’s main output of novels and magazine articles over several years. Assuming Zola continued to produce a novel every eighteen months (his usual rate), and counting the new, as yet unpublished *Fécondité*, four novels in all would be promised to Harper in a period of under five years. Under these terms Zola would earn, for four novels and, say, twelve articles, at least twenty-five thousand francs over the following four or five years from American publications alone. The three-thousand-plus payment for each novel was to be considered an advance against royalties on copies sold. Fees for magazine articles were to be paid outright. With the *Review* and Harper assuming translation costs, and paying Stanton separately, this was a handsome offer by any

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135 Stanton to Leveson Gower, 8 Dec. 1899, copy in Theodore Stanton Papers. No correspondence between Stanton and Zola concerning this offer has been found.
standard. It was not, however, an instant windfall for Zola, however. Only one book advance and one or two article fees would be paid out at any given time. This made the Harper proposal, should Zola have accepted it, less of an iron-clad contract than simply a promise to Harper of first refusal of American rights. In fact, it was Harper who seemed to lose interest in the relationship before Zola did, and the global proposal was never formalized into a contract. The firm ended up publishing only one article, “War,” and one novel, *Travail*, in book form and as a magazine serial. Separate, new proposals were drawn up for the American rights for these single properties during the first half of 1900. The American edition of Zola’s subsequent novel, *Vérité*, is again a translation by Vizetelly. He placed it with John Lane in New York. Zola had compiled notes for the fourth novel, *Justice*, but had not begun to write it when he died in 1902.

The proposals Harper made to Zola through Stanton covered the English-language rights to Zola’s works in the United States only. An exception to this was the case of magazine articles appearing in magazines which were published in American and British editions, like the *North American Review* and *Harper’s Monthly*. Such content was protected in both countries. Other English-language copyrights for Great Britain remained Zola’s to dispose of separately. Zola by this time had an understanding with Ernest A. Vizetelly in London that Vizetelly be given the first refusal to translate Zola’s novels into English and to sell the rights to his translations. Vizetelly arranged in London to place his translations with American houses as well as British whenever possible. While Zola was still in England in the spring of 1899, Vizetelly had arranged to meet in London with Zola and George P. Brett, who represented the New York branch of Macmillan. Brett then purchased for Macmillan the American rights to Vizetelly’s translation of *Fécondité*. Chatto & Windus had the British
Vizetelly had done quite a bit of business with the American Macmillan firm for his translations of all of Zola’s recent novels, from *La Débâcle* and *Le Docteur Pascal*, which ended the twenty-volume Rougon-Macquart series, to the Three Cities trilogy, *Lourdes*, *Rome*, and *Paris*. *Fécondité*, finished in May 1899, was the first novel of the Four Gospels tetralogy Zola planned. The series was to be completed by *Travail, Vérité* and *Justice*.

Macmillan had paid an advance, against royalties, of two thousand francs for Vizetelly’s translations of previous Zola novels, and had advanced three thousand francs for *Fécondité*. Usually, Zola received two thirds of such advance payments or subsequent royalties, if any. Vizetelly’s one-third share compensated him for his translation work as well as for his time and expenses as a literary middleman.

Vizetelly seems to have fancied himself as Zola’s English-language literary agent by this time, arranging book contracts with British and American publishers, placing magazine articles, and monitoring the English press for comment on Zola’s life and work. Vizetelly’s admirable devotion to Zola’s comfort and security while Zola was in exile, unable to speak the local language, was unsurpassed, but their business relations remained nonetheless on a casual basis afterwards. Vizetelly had come to rely financially on placing his translations with American as well as British publishers. Without the second contract, his remuneration amounted to a poverty wage, for Zola’s novels in this period were long and densely composed. They contained technical terms and social concepts that were difficult to translate. Zola, for his part, was content to let Vizetelly explore and exploit British and American opportunities on his behalf, as long as no competing offers were forthcoming.

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136 Details about Vizetelly’s translation of *Fécondité* summarized here are taken from Speirs and Portebois, *Mon cher Maître*, where the full story appears on pages 317 to 342.

137 Zola knew very little English, if any. Many international translators corresponded with him in French, but an English-speaking representative, such as Vizetelly or Stanton, was needed to deal with American publishers, only some of whom were capable of conducting business in French.
Such opportunities as Vizetelly’s contracts with Macmillan in New York had only been viable since 1891 as a result of the American international copyright act.\textsuperscript{138}

The explicit subject matter of \textit{Fécondité}, which dealt with human reproductive functions and birth control, was an almost impossible challenge for Vizetelly to translate without offending public sensibilities. He was acutely aware of the threat that English crusaders for prudery still posed to publications of Zola’s novels in Britain: it was Vizetelly’s father who had been imprisoned in 1888 for publishing an English translation of \textit{La Terre}. Both the Chatto and Macmillan offers were contingent on the firms’ approval of Vizetelly’s translation. Macmillan further insisted on simultaneous publication with the Chatto edition, for reasons of American copyright.

When Stanton went to Zola in December 1899 with the comprehensive Harper offer, which included \textit{Fécondité} as well as articles for the \textit{North American Review} and the Harper magazines, the original French edition of \textit{Fécondité} had already completed its full run in newspaper serialization and had appeared in book form on 12 October. At the end of October, it was clear that Vizetelly’s translation would be further delayed some months, and Brett expressed his intention to withdraw the Macmillan offer, requesting that the advance payment of 3,000 francs be returned. Brett was persuaded to wait and publish Vizetelly’s translation, titled \textit{Fruitfulness}, simultaneously with Chatto in April 1900. He approved partial proofs in mid-February. Around this time, an unpleasant misunderstanding about an advance payment Chatto had made to Zola through Vizetelly, along with complaints from both

\textsuperscript{138} The predatory practices of some claim-jumping publishers, made possible by the absence of American copyright for foreign works, came to an end after 1891. Afterwardss, the legitimate publishers who remained could predict market shares with more certainty. During the 1890s, while Zola’s translated works were appearing in New York under the Macmillan name, vestiges of the trade courtesy which had existed between the larger publishing firms probably deterred other American houses, such as Harper, from making counter-offers to Zola. George Harvey changed all that when he brought the house of Harper into a new age with the December 1899 proposal.
publishers about the translator’s further hesitations and delays, caused Zola to distance himself from Vizetelly as his *de facto* English-language literary representative. By February 1900, Zola had made it clear to both intended publishers of Vizetelly’s translation that he preferred to negotiate with them directly, although they were free to continue to hire Vizetelly as a translator if they wished. Vizetelly, offended to learn of his lost status belatedly, quit once more, only to be talked back to work again by the British publisher Chatto. Brett lost patience and withdrew the Macmillan offer once and for all on 3 March 1900. It was Brett who suggested putting the American rights for Vizetelly’s translation in the hands of the New York literary agent Paul R. Reynolds. Vizetelly finished the translation in time for Chatto to publish it in May 1900. The American edition, which Reynolds placed with Doubleday, Page & Co., appeared in New York in June 1900.

The impressive offer Zola had received from Harper & Brothers, through Stanton, on 6 December 1899 was certainly a contributing factor in Zola’s decision to re-evaluate his business relations with Vizetelly, and to take a more hands-on approach to his own English-language copyrights. Zola kept Stanton waiting for a reply to the Harper proposal until the Macmillan situation was resolved. Zola and Vizetelly had not returned Macmillan’s advance of three thousand francs when Brett had withdrawn and then agreed, in November 1899, to continue to wait for Vizetelly’s translation. Thus, the agreement they had reached in London in April 1899 was re-confirmed. The Harper firm was ready to reimburse Macmillan and take over the contract for *Fruitfulness* at any time after December, but as the winter progressed and the situation became more complicated, and Macmillan had already been committed to the project for almost a year, Zola hesitated. Stanton reported that Zola “showed more plainly than ever that he want[ed] to get away from the Macmillan arrangement,” but he feared that
“Macmillan may sue him for damages” if he accepted the Harper & Brothers bid.139

Harper intended to hire its own translators for the American editions it proposed, rather than use Vizetelly’s versions. This would also be the case for Fécondité, if Zola allowed Harper to assume the Macmillan contract. Perhaps in consideration of this, Zola did not immediately accept the Harper offer after Macmillan had finally withdrawn for good in early March of 1900. Although Zola was contractually free to go with Harper & Brothers at that point, it would have been unfair to Vizetelly, regardless of any personal ties between the two men. Zola continued to support Vizetelly’s efforts to place Fruitfulness with another American publisher by not interfering in the translator’s new arrangement with Reynolds, the New York literary agent. Zola’s scrupulous professional loyalty was befitting of a Past President of the Société des gens de lettres de France, but it came at a cost compared with Harper’s offer of three thousand francs, which he would not have been obliged to split with anyone. In contrast, the royalty advance for Fruitfulness from Doubleday, Page & Co., which Zola shared with Vizetelly and now with a third party, Reynolds, who received ten per cent off the top, earned Zola less than two thousand francs.140 Zola’s regard for Vizetelly’s efforts in the matter of the American publication of Fécondité was not swayed by the bank draft for five thousand francs Harper had provided to Stanton to back up its offer, and to entice Zola to sign. (Zola did not accept it.) Zola did decide to let Harper publish his next novel, Travail, but he did not inform Stanton of his intention until May 1900, when the American edition of Vizetelly’s Fruitfulness was finally settled.141

139 Stanton to Fitts, [ ] Jan. 1900, copy in Theodore Stanton Papers.
140 Speirs and Portebois, Mon cher Maître, 340-1. Reynolds’s detailed accounting shows how Doubleday’s advance payment of 140 pounds (3,500 francs) was reduced by Reynolds’s commission, a reimbursement to Macmillan for expenses, and a one-third share to Vizetelly, diminishing Zola’s royalty share to 1,990 francs.
141 Zola to Stanton, 28 May 1900, Theodore Stanton Papers. For Travail, Harper produced a new offer which was more restricted in scope but even more lucrative. Zola agreed to it in a letter, but he did not finalize a contract until the following winter, with the project well underway. More detail follows in the next section.
While waiting for all of these events surrounding the publication of *Fécondité* to transpire, Zola saw that he was free to publish magazine articles in the United States, since he was only obliged to Macmillan for the American book publication of *Fruitfulness*. Zola having evidently refused to finalize either the first offer from the *North American Review* or the multi-year Harper offer, which included magazine articles, Stanton was authorized instead to offer the very generous sum of one hundred pounds, or 2,500 francs, in order to acquire an original essay from Zola for the *North American Review* (and to keep his foot in the door for Harper). It was this piece that Zola agreed to try dictating to a stenographer, sometime in December 1899. It appeared as “War,” the lead article in the *North American Review* for April 1900. For the article, Zola gathered some notes he had made since becoming interested in the International Peace Conference held in the Hague in May 1899. He composed the piece aloud from his notes written on “half a dozen small sheets of paper.”\(^{142}\) The article, containing historical as well as contemporary perspectives, is a plea for modern disarmament and support for anti-militaristic ideals.\(^{143}\)

The high honorarium, even by the *North American Review*’s standards, was not the only inducement for Zola to relent and contribute an article. He was favourably disposed to doing business with Harper along the lines proposed by Stanton. The throng of people asking for his time had subsided, and he was getting ready to start composing his manuscript of *Travail*. Stanton recalls how he brought Zola around to the idea of dictating an article:

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\text{[H]e was finally induced to yield, through curiosity to try a plan which I laid before him in the most eloquent terms, namely dictating to a stenographer. He thought perhaps he might find here a relief from the mechanical drudgery of composition, but, I must confess, he was not very confident that such}
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\(^{142}\) Stanton, “Literary Scouting in Paris,” 693.

\(^{143}\) Zola’s call, in the article, for France to lead the way to international peace through socialism and the re-organization of labour shows the novelist’s mind at work on the themes of *Travail*, the novel he was preparing at the time he wrote, or rather composed while dictating, “War.”
would be the case. And the result justified his mistrust.\footnote{Theodore Stanton, “Personal Souvenirs of Zola,” \textit{Nation} 75, no. 1945 (9 Oct. 1902): 281.}

Zola always did all of his own writing, by hand, including his copious correspondence.

One morning in the winter of 1900 I arrived at Zola’s home in the Rue de Bruxelles, accompanied by one of the best stenographers in Paris. Zola soon appeared in the billiard-room where “the experiment,” as he called it, was to be made. He held in his hand half a dozen small sheets of paper on which he had jotted down a certain number of notes. I introduced the two men and then left them alone, lest my presence be a source of interruption of some kind.\footnote{Stanton, “Literary Scouting in Paris,” 692-3.}

The identity of the stenographer is not known.\footnote{Accompanying the manuscript of another dictated article which is filed in the Stanton correspondence is a note Stanton wrote on a sheet of printed letterhead from the office of “Félix Harang, Sténographe-judiciaire, 3, Rue de Lutèce, Paris. Bureau fondé en 1882. (Copies de Pièces, Conclusions, Notes, etc. en un ou plusieurs exemplaires, Téléphone 128.60.” Émile Ollivier, autograph ms. “Les Deux présidences,” Theodore Stanton Papers.}

He took down Zola’s spoken text in shorthand, in French, later producing a typed transcription of his notes. Stanton explains that he received this French typescript within a day or two. It consisted of thirty-eight double-spaced pages of twenty-three lines each. Stanton was about to send the typescript to a translator:

\begin{quote}
In the same post came a letter from Zola asking to see the copy, though, according to our original plan and in order not to consume more of the author’s valuable time, he was willing to forgo revision on the ground that, as the article was to appear in a foreign language, the literary style of the original was immaterial.\footnote{Stanton, “Personal Souvenirs of Zola,” 281.}
\end{quote}

Zola was a systematic and tireless editor of his own writing.\footnote{One of many anecdotes Stanton liked to relate, in his own articles, about Zola’s habits of literary composition describes Stanton standing right behind Zola and looking over his shoulder while he spoke at Alphonse Daudet’s graveside in December 1897. Stanton followed Zola’s oration, “written in that bold, black chirography,” as he read, “line by line and page by page.” Later, he noticed small discrepancies between the speech Zola had given and the version he had already given to the \textit{Temps} for publication that day. Zola explained, “Just before starting for Père Lachaise, I could not refrain from touching up my manuscript, which I had thrown off the night before.” Stanton, “Personal Souvenirs of Zola,” 281.} He could not bring himself to make an exception for this article, even though he did not intend to publish it in French. It was to appear only in English translation in the \textit{North American Review}. Nearly a week later, Zola sent the typescript back, with his handwritten corrections. It was very heavily revised,
on every page, in the black ink Zola used. He had added his signature at the end. Stanton recalls that the typescript was “so black with corrections, additions, and erasures, that a clean copy had to be made before it could be sent to the translator.”

Even among Zola’s earlier manuscripts, it is hard to find revisions more extensive than the ones he made on “La Guerre,” as Zola originally titled the article. Zola wrote with a sure hand by 1900, his sixtieth year, and made only minor changes to and galley proofs of his novels. The stenographer’s typed text that had met Zola’s eye had replicated his speaking style, evidently to his horror, and he rewrote every part of it. Stanton had this to say about Zola’s voice and verbal style:

Zola was a ready talker. He had a strong, rather harsh voice, but you forgot the roughness of its timbre because of the vividness of the thoughts which it conveyed. [...] He would repeat the same statement, if he wished to drive it home, several times, and each time it would be so differently dressed that you did not recognize it as having been already presented.

In Zola’s corrections of the typescript, numerous repetitions of the kind Stanton describes as being so effective in Zola’s speech are drastically reduced, for example:

D’abord, j’ignorais, et j’avoue que j’ignore encore, les raisons de cette causes principales de la guerre; je n’ai pas étudié la question. Je suis absolument ignorant des conditions dans lesquelles cette guerre est née.

The recurring phrase which Zola interjected while formulating his thoughts, “en quelque sorte,” is struck out dozens of times. Most deleted passages of text are replaced, but a few sentences are entirely omitted. The ensemble of the changes Zola made to his text had the overall effect of transforming it from a transcription of his spoken words into the more formal style of his usual written expression. Reading the typescript of Zola’s dictation as it

149 Ibid. The cleaned-up copy Stanton had made for the translator, which was probably also typewritten, has surely been lost. The previous version, the typescript corrected in Zola’s hand, survives intact in the Theodore Stanton Papers. The translator’s identity is not known. Since it was Stanton who sent the article to him or her, it was probably someone in Paris, possibly Professor Frederick Lawton, who is mentioned later in this chapter.
was originally transcribed by the stenographer, however, one can almost hear his “strong, rather harsh voice.”

After trying this “experiment” with the stenographer, Zola returned to his tried and true methods of composition and did not dictate another article for Stanton. When the two men met by chance near the Place de l’Opéra a month later, Zola’s first words were, in Stanton’s translation: “Never will I try that system again; pen, ink and paper in my own hands will be my only tools.”

“War” appeared in the April 1900 issue of the North American Review, as planned. The translator rendered Zola’s French text fairly exactly, which allows some modifications between the corrected typescript and the translated article to be ascertained. Some larger omissions stand out in the published version. For example, Zola’s extended metaphor of childbirth, quoted in one of the excerpts in appendix B, in which the present society is “big” with child and gives painful birth to the society of the future, is avoided, and replaced by “this state of future society is the object for which we are now struggling.” A reference to marching “in the mud and the blood” is toned down to “would do much harm.” Finally, Zola’s last two short paragraphs are omitted. They may have been dropped intentionally for space considerations, but the result, intentional or not, is that the American article ends with a lofty exhortation to end all war. Zola’s corrected typescript had continued from there and ended on a negative note, repeating the dangers of war, and likening war to an “abscess” that must burst, unless mankind devoured itself first. The American editors may have found the high moral tone sounded by the ending they chose more suitable to the image their readers

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152 Examples of Zola’s dictated text in comparison with the corrected one are given in appendix B.
155 Ibid.
had of Zola as the principled hero of the Dreyfus Affair.157

Before returning the corrected typescript of “La Guerre” to Stanton to be translated, Zola transcribed, presumably by hand, a clean copy of it for himself, dating it “1899.”158 True to form, he made further corrections to this text before filing the article away. There are some forty amendments in all, including the title, which he changed to “Sur la guerre.” Most are very minor changes, consisting of a word or two here and there. One entire passage is omitted, however, amounting to about fifty lines of the typescript, or two pages, which dealt with contemporary attitudes to war and conscription in France. Zola had no immediate plans to publish the article in France, but Stanton may have asked him to reserve the French rights to the article for the Continental edition of the *North American Review* which he planned to bring about. In August of the following year, Stanton wrote to Zola for his opinion of the proposed periodical, which had advanced to the point of a specimen issue:

> [J]e vous envoie un numéro spécimen de l’édition trimestrielle et continentale projetée de la *North American Review*. [...] Je serai très heureux d’avoir de vous un mot donnant votre opinion du succès probable de notre périodique dans cette forme. Je voudrais montrer cette opinion, avec d’autres que j’ai reçues à notre Directeur de New York.159

Stanton was evidently still trying to convince Harvey of the potential of such an edition. Zola was impressed by the editorial approach of the proposed magazine, which would be international in scope and contain articles written by international contributors. He seemed receptive to Stanton’s idea to feature the article “La Guerre” in the first issue of the Paris

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157 Such tentative conclusions about Zola’s article being abridged for content by *North American Review* editors in New York can only be conjectures and must necessarily include the possibility of Stanton’s editorial input. It is entirely possible (though unlikely in my opinion) that Stanton, who had the translator’s “clean copy” made, probably by a typist, guided the typist’s or the translator’s hand regarding the changes in the article’s content described here. It is of course this cleaned-up copy which was sent to New York, now surely lost, that would point to where the editorial changes were made.

158 Zola’s handwritten version of the corrected typescript, not to be confused with the translator’s (typed?) clean copy, is believed to be in a private collection. It was discovered among Zola’s posthumous papers and published in *Zola, Œuvres complètes* 13 (1969) : 844-54.

159 Stanton to Zola, 5 Aug. 1901, Le Blond-Zola Collection.
North American Review in January 1902, but did not commit to it either way. Zola deferred the matter, moving on to other business: he was more interested in placing a serialization of Vérité in an American magazine. Stanton’s goal of creating a Paris edition of the Review was never realized. Zola’s slightly revised, handwritten version of the corrected typescript of “La Guerre” was now a manuscript instead of a typescript, a parallel version of sorts to the corrected typescript, neither of which was published in the original French at the time. Zola gave his hand-copied, slightly corrected version a new title, “Sur la guerre,” and filed it away with his miscellaneous papers. It came to light only much later in Henri Mitterand’s definitive edition of Zola’s collected works.160 During the course of the creation and production of the published article “War” and the French version Zola retained but never published, some ten versions or textual states of the text have been counted, including published and unpublished versions in both languages. Six of the states are extant.161

Another of Stanton’s magazine contributors who tried dictating a magazine article to a professional stenographer was Émile Ollivier, a former cabinet minister of Napoleon III and the Prime Minister of France at the end of the Second Empire. Ollivier, who wrote extensive works on law and politics, “rather welcomed the idea and enjoyed the experiment,” according to Stanton.162 Ollivier’s wife, an author herself, had for years taken dictation from her husband, writing out in longhand the manuscripts of his many published volumes. When Ollivier tried Stanton’s method, with the stenographer taking dictation in shorthand and then delivering a typed manuscript, he found that his composition process was greatly accelerated. Madame Ollivier welcomed the extra time for her other pursuits. Ollivier being used to

160 Zola, “Sur la guerre,” in Œuvres complètes, vol. 14, 844-54. Zola’s revised version retains the childbirth metaphor and other references removed from the American translation, and the ending paragraphs are intact. This seems to indicate that Zola did not submit a second revised text to Stanton for the translator.
161 A diagram of the successive states and translations of the article may be helpful. See appendix C.
composing a text in this way, he did not encounter the problems of expression that Zola had, and both he and his wife embraced the method wholeheartedly. His manuscript needed very few corrections, some of them certainly made by the “typewriter” (meaning the operator of the machine). Stanton had sent Ollivier the same stenographer he had employed for Zola’s article. The stenographer told Stanton of a marked difference between his experiences working with the two authors, because of Ollivier’s facility with dictation. Ollivier spoke without a break or hesitation until the end of the piece, as if giving an oration. Zola, on the other hand, was editing his dictated text even as he composed it orally. According to the stenographer, it was as if Zola:

    [...] had a big book before him, through whose pages he was searching for passages here and there which he could read out to me. Then there were modifications here and new matter inserted there, and all this without end or plan, it seemed to me, the half distracted stenographer. I never knew exactly where I was during the dictation.  

Zola had developed his own methods of literary composition in the solitude of his study. His methods did not include any form of collaboration with another person.

Lastly, Stanton recalls the interesting origin of one other article he acquired for the *North American Review*. The article “was prepared in a manner that combined the system tried with Zola and Ollivier and the ordinary method of holding one’s pen oneself.” The method went a step further and added instant translation to the elements of oral composition and dictation. Thus, the sculptor Auguste Rodin’s article on Gothic cathedrals, which appeared in English in the *North American Review* in February 1900, was not a translated article in the usual sense. Professor Frederick Lawton, who lived in Paris and possessed a “mastery” of both French and English, according to Stanton, spent long hours in conversation

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163 Ibid., 694.
164 Ibid.
with the sculptor, at home and in his Paris studio. From these visits, Lawton was compiling a biography of the artist, which he would publish in 1906. Stanton wondered if the dictation method could be tried with Rodin, in combination with Lawton’s “direct method” of translation. He explains how the sculptor and the biographer worked together to produce the article for the *Review*: “So what Rodin said in French was immediately, *séance tenante*, put down on paper in English.” This seems to be a useful skill for foreign journalists and correspondents to have. Stanton continues:

Rodin was questioned, suggestions were made, and a brief phrase often became a long and striking paragraph. And when the whole article was done, it was carefully translated to the listening artist who then made any additions, corrections or explanations deemed necessary. The result was that this article is [...] a curious specimen of a translation which is not a translation.

It also seems to be a good example of a kind of bilingual ghostwriting by Lawton. Lawton’s oral re-translation into French, to the listening Rodin, of his English rendering of the artist’s thoughts is an interesting phase of the composition of this unique magazine article. Although the professor’s participation as a translator was revealed in a footnote to the article, his level of collaboration in the composition of the article was deliberately minimized:

Dictated by M. Rodin to a stenographic reporter, and translated from the French by Frederick Lawton, M.A., author of “The Life and Work of Auguste Rodin.” (Grant Richards, London, 1904.)

Stanton accomplished a number of things with this footnote. He gave *North American Review* readers a behind-the-scenes look into the innovative composition method which had been tried at his suggestion. By acknowledging Lawton’s participation only to a certain point, he avoided diminishing the impact of the famous name listed as the sole author of the piece. At the same time, he was able to publicize his colleague Lawton’s biography of Rodin.

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168 Ibid.
169 Rodin, “The Gothic in the Cathedrals,” 229. The footnote may be Stanton’s.
Rodin found the stenographic method useful, according to Stanton: “Book to be done in this way. He wants [a] stenographer [to] accompany him [to] leading provincial Gothic churches, where he will talk in the very church itself.”

Zola’s article, “War,” coincidentally, underwent a curious process of partial re-translation when the *North American Review* publication, in English, was reported upon and summarized in *L’Aurore* in April 1900. The writer of the *Aurore* article, possibly Ernest Vaughan, summarized Zola’s “magisterial” article quite well, but he was evidently re-translating Zola’s article back into French from the published English translation. Although Zola’s meaning still comes across, subtle changes are unavoidable. It is perhaps a minute point, but one that shows how Stanton’s international purview as a periodical editor sometimes required extra editorial scrutiny when it came to handling translated articles or books. Stanton would later encounter objections from the European publishers of the memoirs of the Empress Eugénie about the language of the book’s manuscript. Stanton compiled and edited the book in English, from French sources as written by Count Maurice de Fleury. Publishers across Europe were surprised to receive English proof sheets made for the American edition instead of a French manuscript, and were dismayed that their editions would amount to a re-translation of the source material. Some European publishers accepted the English “manuscript” after all, but it posed a great enough obstacle to prevent the book’s publication in France.

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171 Zola seems not to have given the *Aurore* writer his re-copied, French manuscript. The text as quoted in the *Aurore* is closer to the published translation in English in innumerable small details.
172 Zola had written, for example, “je n’ai pas étudié la question, il y aurait là pour moi une étude à faire.” This phrase was translated as, “I have not studied the question, and its close consideration was [etc.].” The *Aurore* rendered it as: “je n’ai pas étudié la question et son examen approfondi était chose [etc.].” Zola had merely mentioned making a “study,” not a “close” or “in-depth” study. See Zola, “La Guerre,” 13-4; Zola, “War,” 454; “Zola et la guerre,” *L’Aurore*, 19 Apr. 1900, 2.
Editors, sub-editors like Stanton who hired translators, and the more entrepreneurial translators like Vizetelly, all had a direct hand in the way an article or book finally appeared in print. Their influence, at the early stages of production, was, however, limited. Stanton had no control over further editorial changes made in New York. Generally speaking, authors took a leap of faith handing over their manuscripts for foreign publication. From that point, they had little say in how their texts were processed, and were often unaware of the results. The following study deals with a case of severe abridgement of a translated work, a practice that was all too common in editorial rooms at American periodicals.

**Labor. The Harper & Brothers Edition of Émile Zola’s *Travail*.**


After the *North American Review* article “War,” *Travail* was the second work by Zola that Stanton acquired during 1900, this one for Harper & Brothers. (It would be the last.) Harper’s multi-year proposal of December 1899 had evidently been discarded, for Zola agreed to sign a contract for one novel only, as was the case for “War.” By the time Stanton made the new offer for *Travail* at the end of May 1900, the perception of new competition from American houses may well have driven up the price. Macmillan in the United States had dropped out of the negotiations for *Fécondité* and made room for Doubleday, Page & Co. Additionally, Vizetelly had made contact with a literary agent, Reynolds, in New York who could place his English translations with American houses. Stanton was authorized to offer a total of 21,250 francs to ensure that Harper obtained the American rights to *Travail*. (The Doubleday and

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173 See the bibliography of works cited for the page numbers of each magazine instalment.
Macmillan offers for *Fécondité* had been no more than 3,500 francs.) The Harper offer gave equivalent sums in French and British currency:

- 15,000 francs (600 pounds) for the American rights to publish *Travail* in serialization in a magazine or newspaper
- 6,250 francs (250 pounds) as an advance against a fifteen-per-cent royalty on sales of *Travail* in book form.\(^\text{174}\)

The payments to Zola would be free and clear, since Harper assumed the costs of the translation and Stanton’s remuneration, unlike Zola’s prior arrangements with Vizetelly. Chatto & Windus in London purchased the British rights and hired Vizetelly to translate. Vizetelly was no longer making Zola’s American arrangements, but he nevertheless went to great lengths to have Zola meet with Frank Doubleday while the publisher was in Paris in mid-June of 1900. Doubleday’s offer for the book was certainly lower than Harper’s, and no firm offer for a serialization in an American newspaper or magazine was in place, and so Zola simply thanked Doubleday for his offer and said he would let him know.\(^\text{175}\) Stanton had already put his offer on the table a month earlier and received a favourable reply, in writing, from Zola:

> Je vous ai répondu que j’accepterai ces propositions, mais qu’il m’était impossible de m’engager en ce moment. Je ne peux traiter avec vous avant d’avoir traité avec un journal français. Dès que je pourrai signer, nous nous reverrons.\(^\text{176}\)

Zola clearly intended to accept the Harper proposal, if indeed it remained the best offer by the time his arrangements for the French editions were in place.

By October, Harper editors in New York were impatient to have a commitment in writing in order to plan their editions of the translated *Travail*. They needed enough time to

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\(^{176}\) Ibid.
have the lengthy novel translated, to publish a complete run of magazine instalments, then to typeset and print the American book edition, all by the time the French edition appeared. On 17 October, Stanton had a typed draft of the contract to show Zola, with the same terms as the proposal outlined above. Curiously, the contract includes translation rights in Canada as well as in the United States. In fact, the Canadian copyright was not Zola’s to assign to Harper. Stanton had known since June that Chatto & Windus had purchased the British rights to Travail through Vizetelly. Colony nations of the British Empire were included in British copyrights under the Berne Convention of 1886. Harper probably did not intend to sell its American book edition in Canada and compete with the Canadian licensed edition, titled Work, which was published in 1901 by Copp, Clark in Toronto. The Canadian edition was apparently printed from stereotype plates of the Chatto & Windus edition, or was bound using sheets imported from Chatto. By including Canada in the terms of the above contract, Harper may have been trying to deter reprinting of the magazine serialization of Labor, because Harper magazines were widely distributed in Canada.

Stanton was responsible for handling the contracts, obtaining signatures, and remitting copies to Zola and Harper. On 22 October he was able to send three chapters of Travail to New York. Thanking Zola, he mentioned that the serialization would most likely

177 The contract reads as follows: MEMORANDUM OF AGREEMENT made between EMILE ZOLA, of Paris, France, and HARPER & BROTHERS, Publishers, of the City of New York, U.S.A. EMILE ZOLA is the author of a work entitled “TRAVAIL,” which is to be published serially and in book-form in Paris, and he hereby conveys to HARPER & BROTHERS the sole and exclusive right of publishing the said work, or any translation thereof, in the United States of America and in the Dominion of Canada, serially and in book form. In consideration thereof HARPER & BROTHERS agree to pay to EMILE ZOLA the sum of Six Hundred Pounds, in full settlement for the serial rights of publication, and in addition thereto, will pay him a royalty of fifteen per cent. upon the retail price of all copies of said work sold by them in book form. HARPER & BROTHERS have paid and EMILE ZOLA has received the sum of Two Hundred and Fifty Pounds in advance and on account of the first royalty accruing from the sales of said work in book-form under this agreement. Émile Zola, typewritten contract, 26 Dec. 1900, Theodore Stanton Papers.

178 The copyright status of those American magazine instalments in Canada is an interesting question.
appear in Harper’s Weekly.\textsuperscript{179} On 26 December 1900 Stanton confirmed the terms again in person, translating the contract for Zola, who noted “approuvé l’écriture ci-dessus” over his signature.\textsuperscript{180} In addition, Zola extracted a promise from Stanton that the magazine instalments and the book edition of the American translation would not appear in advance of the French originals, a condition Zola always placed on foreign publications of his work.\textsuperscript{181}

Travail began to appear in Paris, complete and unabridged, as was the custom in France, in the daily L’Aurore on 3 December 1900. It ran for one hundred instalments until 11 April 1901, and Fasquelle published the book the following week.\textsuperscript{182} The Chatto & Windus edition of Vizetelly’s translation, titled Work, appeared in London in April 1901. There was no serialization in British periodicals, to the further chagrin of Vizetelly, who had lost the American rights to Harper & Brothers. Harper did make enquiries to Chatto at one point about using Vizetelly’s translation for the American edition, but the American firm decided in early November 1900 to hire its own translator.\textsuperscript{183} The American translation was done in the United States. Titled Labor, it appeared on 23 April 1901, with a copyright date of 1900. Because the serialization of the French original had started to appear in the Aurore at the beginning of December 1900, the Harper firm typeset and printed a title page and enough of the text of its translation to register it for American copyright before that date.

Time was short, as the translator had only begun to work on Zola’s novel around 30 October.

\begin{itemize}
\item \textsuperscript{179} Zola to Stanton, 23 Oct. 1900, Le Blond-Zola Collection.
\item \textsuperscript{180} Zola, typewritten contract, 26 Dec. 1900, Theodore Stanton Papers. Stanton signed for Harper and Brothers. Zola asked Stanton to replace his copy of the contract with one signed by Harper and Brothers in New York. Stanton was just as careful, due perhaps to the large sum involved. He requested that Zola return the copy he had signed as Harper’s representative. See Stanton to Zola, 4 Feb. 1901, Le Blond-Zola Collection.
\item \textsuperscript{181} Stanton to Zola, 23 Oct. 1900, Le Blond-Zola Collection.
\item \textsuperscript{183} His or her identity is unknown. Harper’s offer for Vizetelly’s Work was 1,500 francs, slightly more than Elizabeth Latimer had received for translating the Victor Hugo letters. See Zola to Stanton, 9 Nov. 1900, in Zola, Correspondance, vol. 10, 196-7, n. 2.
\end{itemize}
Stanton’s intermediary influence on the way a text finally appeared in published form went only so far. It is interesting to consider what happened to some of the texts which were published as a result of his efforts. After manuscripts left his hands, they were acted upon by other intermediaries such as translators and editors. Sometimes the same literary work would be published in two English versions, with startlingly different results. For example, in the two English-language translations of *Travail*, it is immediately apparent that both translators followed Zola’s text quite closely. Not only do they retain Zola’s overall structure of three “books” or sections of five chapters each, Zola’s paragraph and sentence breaks can also be seen in both translations. A closer look reveals, however, how very different two such “exact” translations can be. Each translator’s choice of vocabulary and idiom shows American English to have been already diverging from its British ancestor. Technical terms in Zola’s novel, which is set in a nineteenth-century foundry and steel mill, were treated with very different levels of competence, and the inferiority of the American treatment was noticed by critics.\(^\text{184}\) The conscientious Vizetelly, who had bought “two or three volumes” of specialized material on metallurgy, was glad to point this out to Zola afterwards.\(^\text{185}\) More striking are the contrasting editorial changes, subtle or drastic, each translator made to the text. The different sensibilities of British and American readers, as the translator apparently understood them, are clearly seen in euphemisms and suppressions of sacrilegious or sexual material. Vizetelly, not surprisingly, was extremely cautious regarding the latter, avoiding references to nudity and low morals. He omitted the equivalent of twelve printed pages rather

\(^{184}\) “Of the two translations before us, neither is entirely satisfactory. ‘Work’ appears to be too literal. […] But Mr. Vizetelly knows his technical French thoroughly, and the exactness with which he has produced the minute descriptions of blast furnaces &c., leaves nothing as far as facts are concerned, to be desired. The same cannot be said of the translator who has produced ‘Labor.’ Many of the renderings here are ludicrous, while the Englishing of the technical words and phrases savors of frantic and ill-judged appeals to the dictionary.” “Zola’s New Novel,” *New York Times*, 15 Jun. 1901.

than deal with Zola’s description of a night of betrayal and revenge that ends with the rape of one of the women characters. The American translation also stops short of rendering Zola’s complete text of that particular scene, but expurgates only the brutal ending, keeping the plot intact and letting the reader’s imagination take over. On the other hand, disparaging references to religion seem to be avoided more often by the American translator. More pertinent to this study of transatlantic intermediaries, however, than a comparison of the two English-language translations of *Travail*, which existed in separate Atlantic markets, are the editorial interventions made on the American translation when it was condensed for serialization in *Harper’s Weekly*.186

The *Harper’s Weekly* serialization of *Labor*, which began on 26 January 1901, was announced to readers with great fanfare in the preceding issue of 19 January with a full-page advertisement inside the front cover. A glowing announcement by the editor followed, which praised Zola as the champion of Captain Dreyfus’s cause, also emphasizing Zola’s personal peril and sacrifice, and introduced Zola’s recent preoccupation with social concerns. *Travail*, the second of the Four Gospels series – the *Harper’s Weekly* editor mistakes it for the first one – is at once a utopian saga, a romance, and a socio-political treatise on the re-organization of capital and labour, based on the real-life philosophies of Charles Fourier. Zola’s story, spanning sixty years, sees the heroine Josine rescued from poverty and abuse by the socialist reforms of Luc Froment. Together, they create an egalitarian society.

The text of the *Harper’s Weekly* instalments is an abridgement of the American translation that was prepared for the book edition to follow. Zola’s *Travail* ran to six hundred and sixty-seven pages in the French edition, due in part to long passages of meditation by

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186 The serialization of *Travail / Labor* merits some attention because it is examined here for first time. The study also serves to illustrate the sometimes considerable amount of further intermediary activity that was practised on texts after they left Stanton’s hands.
Luc Froment and discussion with other characters about Fourierist theories. These and other long, descriptive passages – a common feature of Zola’s writing at the time – are present in the American translation but were omitted from the Harper’s Weekly serialization in favour of dialogue, characterization, and action. In the first several instalments, some twenty-five per cent of the novel’s text has been cut in this fashion. It is somewhat surprising that, the Harper’s Weekly version, destined for the family parlour, differs hardly at all from the American book edition in terms of language and content. The worst profanity, “damn,” is retained. The rape scene is not further euphemized, but abridged only for length.

Labor appeared each week for ten weeks under a page-wide title which consisted of an Art-Nouveau-style border enclosing classical Greek labourers on either side of the novel’s title and Zola’s name, all hand-drawn. Fourteen realistic illustrations by the American artist Lucius Hitchcock accompany the first eight instalments. The captions are worth noting because they underline the editor’s emphasis on the interaction of the novel’s characters. They are, in order of appearance: “With that he fell into a Fury,” “The Children were getting Acquainted,” “She appeared to be awakening from a hideous Dream,” “Here’s the Boy who stole the Bread,” “Bonnaire,” “Luc entered, followed by Bonnaire,” “You know I am not going to kill you!” “Josine,” “The Atmosphere of Uneasiness extended to both Luc and Delaveau,” “Quirignon,” “Feuillat lowered his Glance,” “Monsieur Jerome,” “A Woman crossed the Road with a Step as light as a Fairy,” and finally, “Lange fell into a fit of Passion.” People, not landscapes or buildings, are the focus of the illustrations.187

The slow pace of the first six instalments of Labor seems to imply an initial commitment to running the novel over a lengthier period than ten weeks. Between three and

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187 Hitchcock’s drawing of Josine was used as the single illustration, a frontispiece facing the title page, in the Harper & Brothers book edition of Labor.
four per cent of the novel is presented each week during the first six weeks. Each of those instalments has two illustrations. The first instalment is the longest, at more than seven thousand words, covering three consecutive, three-column pages. The next five instalments are shorter, at around four thousand words. Like the first instalment they are situated near the middle of the issue and are uninterrupted by advertisements or other material, except number six, which shares a page with a large, unrelated landscape illustration. By the sixth week, on 2 March 1901, only the first three chapters out of fifteen, or one fifth of the novel, had appeared.

The serialization of *Labor* underwent a rapid acceleration from that point on and was brought to an abrupt conclusion with the tenth instalment on 30 March 1901. In the seventh and eighth instalments, the pace was doubled in order to present a full chapter each time and bring the first book of five chapters to a close. The serial begins to be situated farther back in the issue. Each of these instalments begins with a whole page, with columns of text and one large illustration, but the remaining text is broken up and spread out over two or three more pages and is difficult to find among numerous illustrated advertisements. Up until this point, the abridgements, though more severe, leave recognizable portions of the translator’s text of *Labor* intact. In the ninth and tenth instalments, the translator’s text, already abridged for length, is paraphrased in many places in order to condense it further. The lines of dialogue which remain are printed without changes. The last two instalments of *Labor* are not illustrated, except for the title. In each, a full page is again devoted to the first part of the instalment, but the second page is crowded by advertisements and the columns of text are broken up. In the tenth and last instalment, the last five chapters of *Labor* are not just paraphrased, but summarized, presumably by a *Harper’s Weekly* editor. It is unlikely that the
translator, who had been paid a flat fee, was brought back to abridge his or her text. The
translator’s faithful rendering of Zola’s words can no longer be recognized. Journalistic prose
replaces it, for instance, “This was the first in a series of alliances that were to break down
the barrier that had always existed between the middle and laboring classes.” This single
sentence represents the equivalent of forty pages of Labor. More than two thirds of Zola’s
long novel is presented in this highly abridged fashion in the last two instalments.\textsuperscript{188}

Obviously, the commitment to presenting Zola’s entire novel in an only lightly
abridged form (light by American magazine standards) waned after five or six instalments.
Harper’s Weekly was primarily oriented towards news, in contrast to Harper’s Monthly
Magazine, which had a literary focus and was not illustrated. Current events that demanded
the attention of the Weekly’s editors in early 1901 were many. Queen Victoria died on 22
January, when the issue of the twenty-sixth had gone to press. From the second instalment of
Labor on, much space was given over to Royal proceedings and pictorials of the Queen and
the new King, Edward VII. Harper’s Weekly issues during this time exceed the usual total
length of twenty-four or twenty-eight pages. The issue of 9 March is the longest, at thirty-six
pages. President McKinley was being inaugurated for his second term, and the voting records
of members of his administration are examined in detail. The United States’ occupation of
the Philippines and military rule in Cuba were also debated at length. The Harper’s Weekly
editor-in-chief, John Kendrick Bangs, left New York to report from Cuba in early February,
causing perhaps a discontinuity in editorial plans for the magazine.

\textsuperscript{188} The serial ends with “The work was done; the city founded by this disciple of Fourier was completed.” The
translator had correctly translated Zola’s more poetic final sentences, which do not mention Fourier. Harper’s
Weekly readers were perhaps puzzled because Fourier’s name had not been mentioned in the serial instalments
of Labor.
It is possible that Labor held little intrinsic appeal for American magazine readers. The admirable Luc Froment is rather wooden, especially when stripped of his deeply felt interior monologues. The angelic Josine lacks both the feisty charisma of L’Assommoir’s Gervaise and Nana’s risqué narcissism. American readers, by this time, while becoming open to social and political themes in fiction, may have preferred magazine novels with such themes to be a closer reflection of their own reality. One American reviewer of the book edition of Labor described Zola as a true romantic whose belief in the perfectibility of human nature was revealed in the novel. The “shining optimism” that Zola declared as his goal on beginning the Four Gospels series, Payne says, is “contagious while we remain under the spell of his glowing pages. Afterwards, doubts creep into the mind, and we begin to realize the artificial character of the whole scheme.”

Labor’s social treatise, which is only overtly developed in the last two thirds of the book, made the novel a potentially good choice for Harper’s Weekly, and might have spoken to contemporary interests, but the Weekly’s readers did not get far enough into the book by the second month of instalments, perhaps, to properly appreciate it. Also, because of the way it was abridged, Zola’s idealistic premise, conveyed from the start through Froment’s thoughts in the original novel, is not as present in the serial of Labor. What remained, a drama of the plight of the working poor in a small French factory town, oppressed by the middle and upper classes, may have seemed at once too foreign to American readers’ immediate experience yet not exotic or foreign enough to hold their attention. With most of Zola’s social treatise removed, Labor must have appeared to be a more lacklustre repeat of his working-class novels L’Assommoir or Germinal. As the

extent of the abridgements carried out on Labor for Harper’s Weekly was not made explicit to readers, it is hard to know what impression they had of Zola’s latest ambitious work, or if they thought they had even got a reasonable idea of it. It is equally uncertain if the serialization of Labor helped or hindered the sales of the book, which came out on 23 April, 1901, three weeks after the serial ended In the book edition, the text of the translation is restored to its full six hundred pages.

Harper & Brothers did not recoup its advance for Labor from book sales. Work also sold poorly in Britain. Vizetelly thought Zola was losing his English-speaking readerships because the post-Rougon-Macquart novels were too expository, particularly the latest two novels which were overly specialized in sociological fields. Their length inhibited the production of cheaper editions, thus keeping the novels out of the hands of working-class readers. Serializations had been more and more difficult for Vizetelly to place for the same reasons. Resistance on the part of American periodical editors was certainly reinforced after Harper’s Weekly had taken a chance on Labor. Stanton sent Zola a set of the ten Harper’s Weekly issues in which Labor had appeared, but neither the middleman’s explanation of the serial’s curtailment nor the novelist’s reaction to the way Travail had been presented is known. Stanton’s own influence on the translation and abridgement of Travail was nonexistent. His control over Zola’s text ended when the French proofs left his hands.

The book edition of Labor sold 2,092 copies in the first two months after publication (almost nineteen hundred sold in the first week), at a volume price of one dollar and fifty cents. By 1912, sales totalled 3,040 copies. At a straight royalty of fifteen per cent, the late Zola’s heirs were owed, on paper, less than seven hundred dollars. Zola, however, had

190 Speirs and Portebois, Mon cher Maître, 351-6.
191 Ibid., 347.
192 Zola to Stanton, 23 Apr. 1901, Theodore Stanton Papers.
collected on publication 1,215 dollars (250 pounds) as an advance, which had been an advantageous choice.\textsuperscript{193} It is difficult to tell whether Harper’s Weekly’s large investment in the serial were recouped in increased circulation sales, given the other content with which Labor shared space each week.

In August 1901, Stanton was on his way to New York and let Zola know that he would talk to Harper & Brothers about Zola’s next novel, Vérité. He thought a few chapters would make suitable extracts for the North American Review. Harper’s Weekly was presumably no longer an option.\textsuperscript{194} Zola replied:

\begin{quote}
Je crois que l’œuvre pourra être publiée chez la North American Review, et je crois même qu’elle y aurait plus de succès que Travaill, car elle est très dramatique, et n’est qu’une transposition de l’affaire Dreyfus, qui a bouleversé le monde entier.\textsuperscript{195}
\end{quote}

Zola suggested resuming the conversation in November. Harper evidently refused Vérité, no doubt because of the relatively poor sales of Travaill. Stanton tried to place Vérité elsewhere, and met with little success. In April 1902, Zola was waiting to hear from him: “Je suis un peu surpris de n’avoir pas encore de réponse, au sujet de mon roman. Que se passe-t-il donc?”\textsuperscript{196}

There was still no news in June. Zola wanted to know if Stanton had placed the novel with an American publisher. If not, he would find another intermediary to place the novel in the short time remaining to have an American version produced before the French serial began in September. Zola wrote: “Nous n’avons plus beaucoup de temps devant nous”, a poignant

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\textsuperscript{193} Harper & Brothers Archives, Royalty Statements 30 Jun. 1901, 30 Jun. 1912. See also Stanton to Zola, 30 Jul. 1901, Le Blond-Zola Collection. The sales figure of 2,092 volumes Harper reported to Zola in a 1901 statement is a net total. Actual sales were 2,251 volumes, according to Harper records. Stanton seems to have received a commission of fifteen per cent on seven per cent of the sales, taken off the top. Thus a deduction of 159 volumes from total sales (leaving 2,092), amounting to $35.78, is marked “Royalty TS.” In other words, Stanton may have received a seven per cent share of Zola’s royalty of fifteen per cent (which is not the same thing as almost half of Zola’s share) There is no proof that this sum was paid out to Stanton or if it was absorbed in his other arrangements with the firm. Equally, the ledger entry sheds little light on how Stanton may have been paid for his part in the Harper’s Weekly portion of the contract, or for other Harper work he did.

\textsuperscript{194} Stanton to Zola, 5 Aug. 1901, Le Blond-Zola Collection.

\textsuperscript{195} Zola to Stanton, 6 Aug. 1901, Theodore Stanton Papers.

\textsuperscript{196} Zola to Stanton, 14 Apr. 1902, Theodore Stanton Papers.
\end{flushright}
observation in retrospect.\textsuperscript{197} Zola’s business dealings with Stanton were apparently already in decline when he died suddenly three months later.\textsuperscript{198}

The case studies presented here have shown how Stanton’s success as a sub-editor and publisher’s representative was hampered by being at a remove from those making final editorial and business decisions. The Harper setup was especially complex. Even when Stanton had more control over specific projects, such as he seemed to have had with “War,” he could not fully control the result. The historical record surrounding “War,” along with the evidence of the successive versions of the corrected typescript, however, establish clearly where his influence on Zola’s text ended, at what point other middlemen took over – the editor or editors at Harper’s Weekly in New York – and what further changes they made. The position of publisher’s representative or sub-editor was but one link in a chain of intermediaries between writer and publisher. The editors and publishers to whom Stanton sent work had the final say, controlling translations, abridgements, and paratextual matters such as the design of a book or the placement of an article within a periodical. In the next period of Stanton’s career, when he became more involved in book publishing, he began as a publisher’s representative, but achieved the higher level of independence he sought in the role of literary agent.

\textsuperscript{197} Zola to Stanton, 18 Jun. 1902, Theodore Stanton Papers.
\textsuperscript{198} The American house of John Lane published Vizetelly’s translation of Vérité, as Truth, having purchased the rights for twenty-five hundred francs (one hundred pounds).
5. Theodore Stanton, Literary Agent

Theodore Stanton had his first book published soon after completing his university degree. In 1879, G.P. Putnam’s Sons, New York, brought out Stanton’s translation of an unpublished manuscript by French historian François Le Goff. It was a biography of Adolphe Thiers, the first president of the Third Republic, who had died in 1877. Stanton’s translation skills received mixed reviews, but his work as editor was applauded.¹ Nothing further is known about his part in the contractual negotiations for the book, but it is likely he dealt directly with the American publisher. In this project, Stanton was engaged in the sort of literary agency practised by other entrepreneurial translators, such as Nella Wiggins and Ernest Vizetelly, who placed their versions of Émile Zola’s novels with English-language publishers. Later, Stanton would use his method of combining translating and editing for other books, including Memoirs of the Empress Eugenie.² An American reviewer of The Life of Louis Adolphe Thiers reported on Stanton’s method:

Mr. Stanton’s version of M. Le Goff’s work is something more than a translation, he having selected and arranged “from the author’s large mass of manuscript” such portions as he thought most likely to prove interesting to American readers. He has also “either by clauses in the body of the page or by notes at the bottom, endeavored to explain references to French politics and customs” [...] and in a few instances has inserted an anecdote or letter or added a paragraph where these would aid in elucidating the author’s meaning.³

Certainly the publicity he garnered for the book was impressive for a first publishing effort. Among the dozen or so other books which Stanton compiled and arranged publication for is Manual of American Literature, which was also published in New York by Putnam. Stanton

¹ Le Goff, The Life of Louis Adolphe Thiers, trans. Theodore Stanton (New York : G.P. Putnam’s Sons, 1879.) “The work often rises to the dignity of impassioned history, and it has been made clear and acceptable to American readers by the labors of the translator to whose care the author confided his manuscript, and to whose judgment we are indebted for its selection and arrangement.” See “Editor’s Literary Record,” Harper’s Monthly Magazine 59, no. 350 (Jul. 1879): 305. In contrast, “barring the very awkward English of the translation, [it] is an agreeable book to read.” See “Recent Literature,” Atlantic Monthly 44, no. 682 (Nov. 1879): 682.
² The genesis and publication of this book are described below.
had proposed the title to the German publishing firm of Bernhard Tauchnitz, which specialized in English-language books for travellers in Continental Europe. Stanton convinced Tauchnitz, who already published a *Manual of English Literature*, that it was time to have a volume in its Collection of British Authors series dedicated to New World authors. He compiled contributions from several American academics and arranged the publication details with the German firm. Again, very few details of the contract survive.⁴

Stanton conducted extensive correspondence to gather material for a biography of Rosa Bonheur, a French painter, illustrator, and engraver whom he admired. He compiled the work and published it in New York with D. Appleton and Company, around the time he was involved with that firm for the Empress Eugénie’s memoirs.⁵ *Reminiscences of Rosa Bonheur* also appeared in a German edition.

There are numerous indications in Stanton’s letters that he acted occasionally in the capacity of literary agent for some of the European writers whose work he was placing in American magazines. For example, he was in frequent contact with Camille Flammarion, placing a translation of the full-length work *Astronomie des Dames* with D. Appleton and Company in addition to the articles he sent to American magazines.⁶ Stanton would not have considered himself an author’s representative like A.P. Watt, even though he was engaged in many of the same activities. The sustained relationship with a writer, and with a broad range of his writings, is missing from the comparison. Literary agents charged their clients ten percent of the profits from a given work, which Stanton may well have done in isolated cases,

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⁵ Stanton, *Reminiscences of Rosa Bonheur*.
but it makes sense that he was paid by the *North American Review*, with whom he did have a sustained relationship, instead of receiving a fee from writers whose works he handled. In the case of *Labor*, Stanton was paid by Harper & Brothers, not Zola. Stanton’s activities as a kind of literary agent, representing himself or in the case studies that follow, resembled his functions as a book or magazine publisher’s representative. In both of these middleman roles, he negotiated the publication of manuscripts and arranged payments to writers. As a more independent middleman he had a much freer hand in negotiations and was able to make decisions more quickly. This relative autonomy in Stanton’s operations and his handling of a range of texts simultaneously – from books to serializations to dramatizations, often of the same work – are, however, hallmarks of the literary agent which set the agent apart from other types of publishing middlemen.7

As his last major book publishing project, Stanton and his sister Harriot Stanton Blatch edited a selective biography compiled from the letters and diary of their celebrated mother Elizabeth Cady Stanton. The book was published by Harper & Brothers in 1922.8

Memoirs and biographies were popular in the late nineteenth century. They appealed to a broad spectrum of readers, and book sales were enhanced by the celebrity of the author, such that the genre was a reliable part of publishers’ catalogues, as it remains today. Stanton describes the competition for the memoirs of the actress Sarah Bernhardt. According to Stanton, he had been involved originally as the editor of her memoirs and had expected to continue as the literary agent, but was edged out of the project by a competitor:

> I set Sarah going on these memoirs, associating with her a certain [Mayer] who was more shrewd than literary. He managed to get Appleton in U.S.,

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7 Stanton lacked one feature of contemporary literary agents, and that was a sustained and more or less exclusive relationship with a given writer. Flammarion mentions numerous other publishing projects which he directed himself. Flammarion to Stanton, 23 Feb. 1903, Theodore Stanton Papers.
8 Stanton and Harriot Stanton Blatch, *Elizabeth Cady Stanton*. 
Heinemann of London, Fasquelle here & Langen in Munich to advance over 20,000 frs. on her “signing.” […] This [Mayer] got me crowded out of the affair, though it originated with me, & now these publishers must see that they made a mistake in letting me get crowded out, – which has lost me several thousand francs. The whole thing has been badly botched & I fear the memoirs, if ever finished, will not be about what they ought to have been & what it might have been, for Sarah has a mass of materials.9

The freelance middleman’s job as editor and literary agent for a book was open to such competition. Unlike the unique textual contributions made by a novelist or by the famous subject of a memoir, the middleman’s role in a given project, although not without its specialized skills in literary business, might have been fulfilled by any number of others with similar talents, inclination, and connections. The middleman promoted himself where he could on his relative merits, and professional literary agents had not yet codified rules of competition through the formation of professional associations of agents. Stanton’s thwarted experience as the prospective literary agent for Bernhardt’s memoirs was a hazard of the new freelance profession.

There was much opportunity for different kinds of middlemen in this particular publishing niche of memoirs and biography. Writers of memoirs often required an editor to make a manuscript acceptable to a publisher, in addition to a literary agent to arrange publication. As such writers were seldom literary professionals, editors such as Stanton helped them to organize their materials, put their thoughts into readable prose, and produce a viable manuscript. Sometimes, this role incorporated the role of translator, in the case of Lawton and Rodin. In the course of preparing biographical publications involving famous subjects, exclusivity was sometimes difficult to maintain. Numerous biographies of the same person would appear. A great advantage was gained by obtaining not only the subject’s

9 Stanton, unpublished reminiscence, 26 Apr. 1905, Theodore Stanton Papers. Stanton is referring to Ma Double vie: mémoires de Sarah Bernhardt (Paris: Fasquelle, 1907) which seems to have sold quite well in various international editions.
consent, but his or her good will in the form of a promise to vouch for the authenticity of one publication over all others. The success of even such authorized memoirs could be threatened by competing editions. Middlemen such as Stanton who wore several hats as editors of, and agents for, memoirs had to balance the business agent’s need for secrecy and speed with the editor’s job of gathering primary and supplementary material for the edition. The versatility of middleman roles can not be stressed enough. In 1906 Stanton began an extended project to publish the memoirs of Eugénie, ex-Empress of France, first as a publisher’s representative, then continuing more independently to place translations of the work with Continental European houses.

**Comte Maurice Fleury and Memoirs of the Empress Eugenie**


Eugenia de Montijo (1826-1920) was born into the historic aristocratic house of Guzmán in Granada, Spain. She was educated in Paris, and in 1853 married the Emperor of the French, Charles Louis-Napoléon Bonaparte (1808-1873). Louis-Napoléon had been elected President of the Second French Republic in 1848 and had staged a coup d’état in 1851, installing himself as Napoléon III, Emperor of the Second French Empire. In 1856, an heir to the Imperial throne was born. This son, Eugène, also called Louis-Napoléon, was known as the Prince Impérial. He would not succeed his father, however, because after the Emperor was captured at the battle of Sédan in 1870, the Third French Republic was declared, and monarchical government was abolished for the last time. The exiled Imperial court took up residence in England, where Napoléon III died in 1873. The Prince died in battle at a young age, in 1879, having joined British forces in the Zulu War. For the rest of the ex-Empress’s long life, until she died at ninety-four), Eugénie lived in Farnborough, Hampshire, England, where she had built an abbey to house a crypt for Napoléon III and the Prince. After anti-Imperialist public sentiment in France had lessened to the point where she could safely visit, Eugénie divided her time between Farnborough, Paris, and Cap Martin near Nice.

Eugénie was a popular subject for readers in many countries, and numerous versions of her life story were published. An intelligent woman, she had participated in state affairs as a political confidante of her husband’s, even replacing him as regent during his occasional

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10 Louis-Napoléon was a nephew of Napoléon I. Napoléon II did not rule.
11 The Prince Impérial would have been Napoléon IV had France not remained a democratic republic. He had named as his own successor the Prince Victor-Napoléon (1862-1926), who is cited in the full title of Memoirs of the Empress Eugénie at the head of this section as a contributor to Eugénie’s memoirs. Prince Victor was the pretender to the Bonapartist throne until his death.
12 Further references to “the Empress” may be taken to mean “the ex-Empress” after 1870.
13 One indication of the threat to Eugénie’s safety at the beginning of the 1870s is a photograph, preserved by Theodore Stanton among his souvenirs, of a painting of the Empress, ripped from its frame, crumpled, and discarded. The portrait had been found near the Imperial residence after the fall of the Empire. See “Photograph of a half-destroyed portrait of the Empress Eugénie found in the streets of Compiègne after the fall of the Second Empire,” Theodore Stanton Papers.
absences. The Emperor’s decision to invade Mexico remained controversial, and Eugénie’s confirmation of her influence in the matter was a point of great interest that set apart Stanton’s edition of her memoirs from other biographies. Eugénie is also remembered as a trend-setter in women’s fashion, reviving, with the couturier Charles Frederick Worth, a Marie-Antoinette look featuring wide crinolines and sumptuous fabrics. It was her sense of style in other areas of art and design that largely set the tone of opulence and excessive decoration associated with the Second Empire. On a personal level, Eugénie made a sympathetic subject because of her husband’s open infidelities and the tragic loss of her only son. As the last Empress of France, her story embodied a nostalgia for the aristocratic life of the court which still lingered in many European circles, and which still captured the imagination of North American readers.

Popular figures such as Eugénie attracted publishers of all kinds of unauthorized biographies and histories, written under an author’s name and varying in authenticity and credibility. Authorized memoirs were of great interest to publishers. In the case of translations of the works of well-known authors, the assurance of authenticity bestowed by the author’s or subject’s endorsement set such publications apart from competing editions. Items about forthcoming memoirs of famous people were a staple of literary and publishing news. Reports were often inaccurate, like this item that appeared in the weekly literary supplement of the New York Times:

It is said that the Empress Eugenie has just finished her memoirs, which were begun shortly after the death of the Prince Imperial. […] The manuscript is kept under lock and key, and will not be published until a quarter of a century after her death.14

A year later, the same periodical reported that Eugénie was “putting the finishing touches to

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her memoirs."\textsuperscript{15} After Eugénie had been seen at the National Archives in Paris, where her papers are conserved with those of the Imperial court, her secretary had “let drop a few hints in the Faubourg St. Germain which indicate that Eugénie Bonaparte is classifying her long-awaited memoirs, […] to be published three years after her death."\textsuperscript{16} It was Eugénie’s Private Secretary, Franceschini Pietri, who from 1909 would object strongly to Stanton’s pending edition of Eugénie’s memoirs and make repeated denials in the international press concerning the work’s authenticity. His reasons for going out of his way to do so are revealed in the trajectory taken by Stanton’s edition between its manuscript state and its ultimate release to the public after the Empress’s death in July 1920.

The publisher Joseph H. Sears brought his interest in the Empress’s memoirs to the D. Appleton Company when he became president of that New York firm.\textsuperscript{17} Before that, he had been an editor at Harper & Brothers. He first contacted Stanton in 1902 in that capacity, enclosing a clipping of the \textit{New York Times} article quoted above, and writing:

\begin{quote}
We have been steadily working since 1893 to secure these. […] Could you learn anything in Paris, do you think? Would Hachette be likely to do it in France?\textsuperscript{18}
\end{quote}

Stanton did learn that he and the Empress had a mutual acquaintance in Madame Émile Ollivier. As he reported to Sears, the ex-Prime minister and his wife were:

\begin{quote}
[…] of the innermost Imperialist circles and spend the winter on the Mediterranean coast, near the Empress. This is what Mme. Ollivier writes me: “Vous pouvez dire hardiment que jusqu’à présent l’Impératrice ne s’est jamais occupée d’écrire ses mémoires. Le fera-t-elle un jour? ou bien se décidera-t-elle à les faire écrire par un ami? […] Cependant il est peu
\end{quote}

\textsuperscript{16} Ibid. The period of time that was to elapse after the Empress’s death before memoirs could be published was not officially specified, to Sears and Stanton’s knowledge. They planned to go ahead with publication without delay when the time came. The \textit{New York Times} reports serve to highlight the rumours and misleading speculation that were circulating concerning Eugénie’s memoirs.
\textsuperscript{17} The house of Appleton, like other firms unable to get credit after the Harper firm collapsed in late 1899, was forced into bankruptcy protection in 1900. Sears was installed as president of Appleton, similar to the way G.B.M. Harvey had been at Harper.
\textsuperscript{18} Joseph H. Sears to Theodore Stanton, 11 Jan. 1902, Theodore Stanton Papers.
probable que l'Impératrice qui ne revient pas volontiers sur le passé et qui est très malade, se décide à écrire ou dicter quoi que ce soit qui le raconte.”

Sears took it as an encouraging sign that no definite plans had been made to publish the memoirs. He wanted at least to acquire the American translation rights, should there be an authorized French publication in the works. Stanton was asked to “keep watch of what is done in the matter.”

In April 1906, after Sears had moved to the D. Appleton firm, the contracts were drawn up for the three-hundred-thousand-word, two-volume work. Stanton had chosen Comte Maurice Fleury as his literary collaborator in the project. He put an offer to him in writing, having discussed the matter in person the previous day:

> Would it be possible for you to undertake to prepare for the press a work that would be entitled MEMOIRS OF THE EMPRESS EUGENIE? To this end, you should be authorized to aid her and her friends to write and put in order the necessary materials. Your name would appear on the title page as the editor of the volume.

Comte Napoléon-Maurice-Émile Fleury (1856-1921) was familiar to Stanton in Paris publishing circles as the author of several books of history based on archival materials. From 1898 he was the editor of the illustrated monthly he had founded, *Le Carnet historique et littéraire*, and was also a frequent contributor to French periodicals. He had published several editions of memoirs including his father’s, Général Émile-Félix Fleury. Maurice Fleury’s credentials as an historian, however, were not as important as his connection to the Imperial court, but the combination made him an ideal choice for Stanton. Fleury had been born at the Louvre palace. His father had been Napoléon III’s confidant and top military adviser and had been given the hereditary Imperial title of “Comte” by the Emperor. Maurice Fleury was born three months after the Prince Impérial was born to the Empress Eugénie. The two boys

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20 Sears to Stanton, 14 Feb. 1902, Theodore Stanton Papers.
were raised together, and Fleury remained close to Eugénie, who was his godmother, spending entire summers with the exiled family in England after 1870.\textsuperscript{22} There could not have been a closer connection to Eugénie’s innermost circle than Fleury. As almost a son to the Empress, Fleury not only had the all-important access to the Empress, he had her confidence.

Fleury had misgivings about the way Sears and Stanton envisioned the project. As he explained to Stanton, he had accumulated, over the years, notes from personal conversations with Eugénie. He had the Empress’s “tacit authorization” to use her life story in any of his published works, even to quote her at length in the first person, in effect, to write her memoirs.\textsuperscript{23} Their understanding concerning any such collaboration was that Fleury would receive her “express authorization” upon her approval of his text, on completion.\textsuperscript{24} Sears wanted a more extensive work that would explore in detail the policies and government of the Second Empire in addition to the life of the court. The idea was to synthesize material from all sources, the closer to the court the better, and to add historical material where needed, but to put the entire work in Eugénie’s voice. Fleury’s sense of ethics forbade this. He proposed putting the first volume in Eugénie’s voice and name and the second volume in his own, saying he was not likely to get permission to do otherwise:

Quant à faire parler S. M. [Sa Majesté] dans un livre entier, même en admettant que ce livre ne paraîtrait qu’après sa mort, je ne pourrais le faire par honnêteté, qu’avec son autorisation. […] pour l’ensemble je ne saurais demander une permission qui me serait refusée.\textsuperscript{25}

Fleury proposed an alternative that was more in keeping with his own sense of “literary probity,” a work which would be titled “Mémoires sur l’Impératrice Eugénie: Souvenirs et

\textsuperscript{23} Fleury to Stanton, 4 Feb. 1906, Theodore Stanton Papers.
\textsuperscript{24} Ibid.
\textsuperscript{25} Ibid.
"Entretiens." Eugénie would narrate certain chapters in a work published under Fleury’s name. Fleury stated unequivocally that this was the best he could do:

> Je vous préviens loyalement que je ne puis obtenir l’autorisation aussi étendue que vous me la demandez.  

Stanton determined to find a way to extend this partial authorization to the whole work.

The co-editors Stanton and Fleury drew up a proposal in February 1906. Stanton had wanted Fleury to submit “at least two thirds of the material of these two volumes” “to the Empress or her immediate circle, for revisions, additions, and approval.” In the final version they drafted on 21 February, Fleury committed to submitting only half of the work for approval. The terms they arranged are paraphrased as follows:

1. Fleury agrees to furnish two volumes, three hundred thousand words in all, on the political and private life of the Empress Eugénie.

2. One half of the material is to be submitted “to the Empress or her immediate circle, for revisions, additions, and approval”.

3. The other half, the additional material, is also to be submitted to the Empress, “if possible.”

4. After chapters are approved by the Empress, all manuscript material and notes become Stanton’s property; Fleury may not retain any “copy or notes that would make it possible to rewrite the chapter.”

5. Fleury has two years to write his part of the book, and will be paid one thousand francs per month or twenty-four thousand francs, the full sum if the manuscript is completed earlier; Stanton has the first refusal of any additional pertinent material discovered after two years.

6. Manuscript chapters received and paid for become the “exclusive property of Mr. Stanton, for all languages and countries.”

7. The book is not to be published until after the Empress’s death, unless Sears, Stanton, and Fleury agree otherwise.

8. Fleury’s name will not appear on the title page, nor will he be associated “in any way” with the work, unless he and Stanton agree otherwise.

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26 Ibid.
27 Ibid.
9. If the Empress dies before the manuscript is finished, Stanton and Fleury are to agree on a (swift) conclusion of the work.

10. If Fleury dies before completion, materials revert to Stanton and Fleury’s heirs have no claim on the work.

11. If Stanton dies before completion, all rights pass to his heirs.\textsuperscript{29}

The subtleties contained in the wording of the contract clauses would prove to be important. Clause number two expands the Empress’s “authorization” of the manuscript to other members of the court. This alleviated the burden of obtaining the approval of any of the material directly from Eugénie, even though the American publisher wished to present the entire work as having been vetted, even written, solely by her. When this agreement is compared with the issues discussed in Fleury’s letters to Stanton, certain omissions are apparent. Firstly, the title of the work is not mentioned. Stanton may have thought he could bring Fleury around to his point of view in time, namely that the book be cast as “the memoirs of” Eugénie rather than “memories of” Eugénie and her court, as Fleury continued to insist. Similarly, clause number three addresses Fleury’s refusal to submit more than half of the material to the Empress. From Stanton’s point of view, the more material submitted for approval, the closer the book would come to being a fully “authorized” work. Stanton was still hoping to obtain, through Fleury, the exiled court’s approval of the whole text, even though Fleury had been adamant on this point as well. Clause number four, requiring the transfer of Fleury’s manuscript and interview notes to Stanton, did not refer to Fleury specifically, as Stanton explained to him, but “to the danger of some third party securing your copy or notes.”\textsuperscript{30} (Conveniently, the clause also served the purpose of effectively eliminating Fleury’s options should he object to D. Appleton’s edition and consider bringing

\textsuperscript{29}“Proposed Agreement between Count Fleury and Theodore Stanton,” 21 Feb. 1906, Theodore Stanton Papers.

\textsuperscript{30}Stanton to Fleury, 13 Feb. 1906, copy in Theodore Stanton Papers.
out a competing edition.) Clause seven allows Stanton to argue at a later date for immediate publication should the publisher desire it. Clause eight, regarding the use of Fleury’s name on the title page, is a puzzle. It is not clear why this clause was amended from the proposed agreement. Fleury may not have wanted his name to appear on the work after all, or it perhaps was suggested that Stanton’s name appear instead. At any rate this clause, coupled with the omission of the exact title of the work, created the possibility of a publication titled *Memoirs of the Empress*, with no other person listed as having responsibility for the text. Such works, when published anonymously, are assumed to be autobiographical, written or at least dictated by the subject. This meaning was not lost on early-twentieth-century century readers, who would have pictured the Empress herself with pen in hand, labouring over her manuscript. It seems that such an assumption was exactly what Sears and Stanton had in mind.

A subsequent contract signed by Joseph Sears, Stanton, and Fleury superseded this proposal. Its terms were similar, with the important exception that the title of the proposed book is mentioned. The wording still leaves room for interpretation: it was “to be entitled ‘The Memoirs of Eugenie’ or some such title.”31 The circle of courtiers authorizing the manuscript was expanded somewhat. The text was to be prepared “under the direction, supervision and authorisation of the Empress herself, and her entourage and immediate circle of friends and attendants.”32 This contract designated Fleury as the author of the work, Stanton as the editor, with Sears representing the publisher D. Appleton. This time, the contract stipulated that it was Fleury’s name which would appear on the work, not Stanton’s.

Another clause was added to make Fleury guarantee that no other edition of Eugénie’s

31 “Agreement made this 30th day of April 1906 between Count Fleury...” 30 April 1906, Appleton-Century mss., Manuscripts Department, Lilly Library, Indiana University, Bloomington, IN.
32 Ibid.
memoirs would be authorized by the court. He was to refund his payments if another such
edition appeared. Sears was obviously uneasy on this point, realizing the difference in market
share that an express authorization would make. The clause would be annulled if Fleury were
to produce at any time the express consent that Sears tried for years to get, but never did, in
the form of a document signed by the Empress authorizing the edition. A payment schedule
was agreed. The sum of 50,000 francs would be paid to Stanton, to be shared equally with
Fleury, and released in increments of 5,000 francs for every 30,000 words of finished
manuscript submitted. Finally, the simultaneous publication of all eventual foreign editions
with the original edition was stipulated.

Apparently unbeknownst to Fleury, a second binding contract was written and signed
by Stanton, again as editor, and Sears, representing Appleton. It was an overriding contract
which included the clauses of the tripartite agreement signed the same day. The two-party,
editor-publisher contract assigned ultimate ownership of the work to D. Appleton, but
reserved for the firm only the English-language rights world-wide, including serial and book
forms, dramatizations and abridgements in English. Translation rights were left, by omission,
to Stanton to arrange as he could.33 Appleton’s interest in owning the work outright was to
control the publication date of all editions and translations of the work. If foreign editions
appeared first, the unpublished Appleton edition would not be protected from competing
American editions. Stanton was to receive from Appleton half of the proceeds of the British
edition after Appleton had recouped 5,000 dollars from the receipts of British sales. Thus, the
New York house stood to recoup half of its outlay to Stanton and Fleury, 5,000 dollars being
roughly equivalent to 25,000 francs. Stanton stood to gain only if the British edition sold

33 Fleury may have realized later that he was entitled to some of the proceeds of the translation rights. Stanton
ended up giving him half of the advance, outright payments he received from the Continental editions, which
totalled some thirty thousand francs.
well.) Then, a clause in the Sears-Stanton contract which appears at first to be stock phrase eventually serves to give Sears quite a bit of freedom in the presentation of the text: “The publisher agrees to publish the said work in such style or styles as may seem to him best suited to its sale...”

Production began. Fleury spent many hours with the Empress and reported constant progress to Stanton. He was somewhat dismayed at having to work almost four months on the first manuscript instalment without even a partial advance from Appleton, and reminded Stanton often when payments were overdue. Stanton, for his part, was kept waiting by Fleury for some manuscript instalments because of Fleury’s other writing obligations. Fleury would gladly have reduced these if the Appleton payments had been more timely (a vicious circle familiar to freelance artists of all kinds then and now). Fleury began to correspond with Stanton in English, with a view perhaps to having Stanton arrange a regular column for him in an American periodical. In spite of these distractions, the book steadily took shape. Fleury saw the Empress every other day during her visits to Paris and was confident that he would receive the Empress’s approval of everything he had written with her help, also telling Stanton: “I am in great correspondence with M. Pietri and will obtain my authorisations one by one.” Fleury finished his part of the manuscript in January 1908. Stanton describes their method of collaboration:

The work was written in French, then translated into English under my supervision & this translation revised as regards facts by Count Fleury […] this revised English translation […] was then considered the official text

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34 Agreement made this thirtieth day of April between Theodore Stanton..., 30 April 1906, Appleton-Century mss., Lilly Library.
35 Fleury to Stanton, 10 Jun. 1906, Theodore Stanton Papers.
36 “I am working now very strongly. I could go much more quickly if I had not my servitude of the Gaulois.” Fleury to Stanton, 4 Nov. [1906], Theodore Stanton Papers.
37 “If I had in an American paper a weekly chronicle I could go out [sic] the Gaulois and affairs would run. You’ll see what you can do in New York.” Ibid.
38 Fleury to Stanton, 21 Nov. 1906, Theodore Stanton Papers.
Footnotes are few in the book. Stanton’s explanations for American readers were incorporated seamlessly in the text during the translation stage. Where Fleury had written too much, Stanton cut material. Fleury thought the extra material would be useful for the European editions he expected would be made from his French manuscript. A Miss Didier, who evidently worked at Stanton’s office, did the translation into English and forwarded typescripts for Fleury’s revisions.

The revised typescripts were sent to New York. At some point, however, and without Fleury’s knowledge, significant further interventions were made on the entire text. Fleury’s version, framed as “memories of” the Empress, was amended and put into the first person, as if the story were being told by the Empress herself. This new version was also given the title Fleury had refused, *Memoirs of the Empress Eugenie*. The resulting text had the look of an autobiographical account: “I was the grand-niece of Alphonse X, King of Leon and of Castille.” With the publication of the book likely to be posthumous, Eugénie’s objections, and perhaps those of her remaining entourage, would no longer have posed a problem.

Possibly, Sears and Stanton thought Fleury could be brought around to agreeing to the new presentation and even obtaining authorization for it. If not, the contracts made it pretty clear that Fleury sold his part of the work outright to Stanton and Appleton. In turn, Stanton agreed to the publisher’s presenting the work in any style he chose once it left Stanton’s hands. Fleury had very little recourse under these terms. Stanton was most likely following Sears’s directives on the matter.

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40 “You say I have only 25,000 words to make […] I’ll give you as much as I can and you’ll suppress what is too long in different chapters.” Fleury to Stanton, [30] Dec. 1907, Theodore Stanton Papers.
41 Fleury to Stanton, 30 May 1907, Theodore Stanton Papers.
For the D. Appleton firm, protecting its considerable pre-publication investment in *Memoirs of the Empress Eugenie* was a different matter from the question of the work’s authenticity. After the English-language manuscript was completed in 1908, the longer Sears waited to publish *Memoirs*, the higher was the risk that another “authorized” memoir of Eugénie would be published, or that a French or other edition would be made from clandestine copies of Fleury’s earlier manuscript or notes. The Appleton firm devised a plan to register the work for copyright in the United States and Britain *without actually publishing it* in the normal sense. The plan would satisfy the different requirements of the American Copyright Act and the Berne Convention, to which Britain and other European countries belonged. It is worth quoting at length an unsigned letter which the D. Appleton firm sent to its London office and copied to Stanton:

**EMpress Eugenie Memoirs – Copyright.** The question has now come up as to the protection of our rights in these Memoirs, and we are writing to you at some length in order to present the case to you thoroughly, so that we can get your opinion on the best procedure. You will bear in mind that these Memoirs cannot be published until after the death of the Empress, unless her consent is secured. It is probable that premature publication would be disastrous. The utmost importance attaches to keeping the Memoirs from the light until the right moment arrives. [...] the safest method of protecting the copyright [is] to have the original French manuscript translated and edited in English; that the French manuscript should then be destroyed; that the English manuscript would then become the original form of the book; that this manuscript should be set up in book form in this country and copyrighted simultaneously here and in England; that then copies of the English book should be delivered to Brockhaus, or the French publisher, or the Italian publisher, or the Spanish publisher, as the case might be; and that in each case the translation into German, French, etc., should be made from the English original.43

With the publication date at a yet undetermined point in the future (after the Empress’s death, or possibly beforehand), instead of sending out an unprotected manuscript to several European publishers, Appleton’s having foreign-language editions made from an already

copyrighted English-language version would prevent the re-translation into English and the sale of such unauthorized versions in Britain or the United States. Appleton’s English-language manuscript was already “completed, edited and arranged” before the offers for foreign-language editions were sent out. The Appleton letter continues:

We have set this in type, complete, paged it, and printed a few copies. We are holding the type for necessary editorial changes later on [...] We now come to a somewhat difficult problem. In this country, the copyright law requires that two copies shall be deposited with the Librarian of Congress in the Congressional Library at Washington. We shall do whatever may be possible to screen the copies from observation there.44

This may explain why the work was copyrighted and catalogued under the truncated title of *Memoirs of the Empress*. The title page of the first volume of the 1908 edition appears thus:45

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44 Ibid.,
45 MEMOIRS OF THE EMPRESS IN TWO VOLUMES VOL. I [publisher’s logo] INTER FOLIA FRUCTUS NEW YORK D. APPLETON AND COMPANY 1908
The edition was copyrighted on 2 Dec. 1908 and deposited at the Library of Congress the following day. The type impression showing through from the verso of the title page reads: COPYRIGHT, 1908, BY D. APPLETON AND COMPANY. Rights of translation reserved.
The title page of the second volume is identical except for the volume number. Neither the subject’s nor author’s name is revealed on the title page. When the time came to publish openly and distribute the work, however, Appleton would be prepared: inside the 1908 edition, the titles over the first chapter of each volume, as well as the running titles on every verso page, show the full title of the work, “Memoirs of the Empress Eugenie.” Thus, only the title page of each volume would have to be replaced at publication time. The edition is not illustrated.46

In Great Britain, legal deposit – the mandatory deposit of copies of published works in public or institutional libraries – was not an indispensable requirement of copyright registration, in contrast to the American system, but was merely a prerequisite to beginning any legal proceedings against any eventual copyright infringement. As explained further in the Appleton letter, the securing of British copyright was:

[...] accomplished by the formal sale of a few copies, possibly one or two. We understand, further, that the British copyright law requires the deposit of copies in certain named libraries; but it is our impression that the failure to so deposit does not invalidate the copyright, but simply renders the publisher liable to a penalty of five pounds in each case. We presume, therefore, and submit for your comment, the following plan for protecting the copyright of this particular work in Great Britain with the maximum of secrecy: You to make pro forma sales (as few as in your judgment will be sufficient) and to repurchase, as retail purchasers and as individuals, the copies previously sold by you. [...] We would propose to omit the library deposits called for by the copyright law, if we are correct in understanding that they are not essential to the validity of the copyright. We should prefer the risk of being called upon to pay the fine, to the risk of publicity which would attend the deposit of the work in the libraries.47

It appears this plan was adopted. The New York office shipped copies of Memoirs of the

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46 Never intended for distribution, this edition seems not to have been bound originally. It is conserved in a modern library binding today. In a memorandum to Stanton, Sears mentions copyrighting “the English galley proofs” and sending ten or twelve “sets” of them to Stanton for European offerings. Sears to Stanton, 5 Aug 1908, copy in Theodore Stanton Papers.

Empress to London a few days later.

Stanton also was provided with a number of copies to offer to foreign-language publishers. Arrangements for a German edition had already begun, and negotiations with European publishers continued through 1910.48

The secret of Appleton’s covert publication of Memoirs of the Empress was not kept for very long. When Stanton approached European publishers, he stressed a strict confidentiality about the offer, giving at first only clues to the subject of the memoir.49 His choice of the Ulrico Hoepli firm in Milan was unfortunate in retrospect. As the publisher to the Italian royal court, Hoepli was not prepared to perpetrate what he saw as a hoax, which was to publish a translation of Memoirs of the Empress in the first person. Stanton had revealed to him Fleury’s participation, even providing Hoepli with a copy of the tripartite publishing contract with Appleton. He had explained to the Italian publisher the whole editing approach of the work:

As regards the use of the first or second person in the text. [...] In the first place, perhaps one half of the work is made up of conversations with or notes by the Emperor, where the Empress says nothing. In regard to the remaining half, a large portion of the remaining half is composed of extracts from letters by the Empress or reports from conversations with her, which large body of matter was originally in the first person, but which we put into the third person and which now has been put back into the first person, as it should be. In a word, the book is nearer right in the first person than it would be in the third person.50

Hoepli was not convinced by this line of reasoning. He reduced his offer drastically, saying he would only publish a third-person historical account narrated and signed by Fleury. Then, Stanton committed a faux pas with the Italian firm. Writing to Carlo Hoepli, the nephew of

48 These arrangements, and the editions that resulted, will be described later in this chapter.  
49 “It is quite impossible for me to give a reply your favor of Feb. 15th as long as you do not say of which ex-crowned head the work is dealing or was written by.” Ulrico Hoepli to Theodore Stanton, 17 Feb. 1909, Theodore Stanton Papers.  
the firm’s director, Stanton asked if it was not a little “pretentious – excuse the word, which is meant only for your ear but which exactly expresses the way the matter looks to a third party,” of Carlo Hoepli’s uncle to be unable to accept what many other leading European publishers had readily accepted. The comment naturally was passed on to the uncle. Negotiations came to a swift close, and the firm returned by registered mail the two volumes of the 1908 Appleton edition Stanton had sent for their perusal.

Through Hoepli, news of the purported Eugénie memoirs travelled through international royal and imperial circles. In July 1909, the Empress’s Private Secretary Franceschini Pietri, who had also served the Emperor in that role and was a powerful member of Eugénie’s entourage wrote to the director of the Figaro:

Mon cher monsieur Calmette,
[...] Je suis chargé par Sa Majesté d’affirmer qu’elle n’a point écrit et qu’elle n’écrira pas de mémoires. Toute publication de ce genre serait donc apocryphe. Je vous serai obligé de m’aider à donner à cette déclaration la publicité qu’elle comporte, et en vous remerciant [etc.]

Pietri’s letter was reprinted or reported by numerous other papers, including the Temps, the Paris Herald, the London Times, and the New York Times. He followed up in October with a letter to D. Appleton in New York. In it, Pietri said that he had heard the firm had been offered the Empress’s so-called memoirs, and if this were so, the firm’s good faith had been abused and someone had been tricked. He added somewhat ominously: “Je vous le fais savoir pour vous faire connaître la vérité et vous éviter toute surprise.”

51 Ibid.
52 Ulrico Hoepli and Carlo Hoepli to Theodore Stanton, 25 Jun. 1909, Theodore Stanton Papers. The following January, after a scandal erupted in the international press about the book, the Hoepli firm nonetheless renewed its offer to publish a work signed by Fleury. (Further details will follow later in this chapter.) Ulrico Hoepli to Stanton, 14 Feb. 1910, Theodore Stanton Papers.
53 Figaro (7 Jul. 1909).
54 “It seems strange that the world should be taking so much interest in a book which has not been written, and, according to the person who should be its author, will never be written.” See “Eugénie’s Unwritten Book,” New York Times (12 Jul. 1909): 6.
For Appleton, cancelling the publication was out of the question. Stanton and Fleury had been paid in full over a year earlier. The two volumes had been completely typeset and printed in book form, then copyrighted in order to ensure that the edition was the first and only authorized biography of Eugénie to appear after her death. Appleton’s large investment of some ten thousand dollars plus production costs made the problem of authorization an even more pressing one. Plainly, the plan to obtain the Empress’s endorsement, express or implicit, was in jeopardy. Sears could only postpone a decision to see if the situation improved, or wait for a posthumous publication date Eugénie was eighty-two years old by this time.

Fleury’s initial reaction to Pietri’s letter in the Figaro was to keep silent, as the Empress had not mentioned the Appleton edition when he had last seen her, and to deny any involvement. He told Stanton: “I would say I gave documents not knowing anything else.” Fleury was still unaware of the extent of the transformation that had been wrought on his manuscript. When he learned of it soon afterwards, he still did not get to see a copy of the infamous anonymous edition in the autobiographical style Appleton had copyrighted, but learned of the book through an article that circulated in the British press identifying himself as the author. Fleury recognized, among other inaccuracies in the article, such as the assertion he had been the Empress’s Private Secretary for twenty years, that his purported authorship of a first-person autobiography of the Empress was a contradiction, but the book’s existence was proved to be more than a rumour, and his involvement in it had now been made public. He protested in a series of urgent letters addressed to Stanton in French:

Jean n’ai pas besoin de vous dire dans quel étonnement m’a mis cette communication aux journaux anglais qu’on m’envoie de Farnborough – les éditeurs ont dépassé ce qu’ils pouvaient faire et je déclinerai une

56 Fleury to Stanton, 8 Jul. 1909, Theodore Stanton Papers.
He reminded Stanton that Eugénie’s literary executors had orders, even before her death, to initiate legal proceedings against authors of memoirs, which they had already done ten years previously. He advised Appleton either to suppress the edition or completely revise it. Stanton was unavailable at the time because he had sailed for New York. Conferring with Sears was doubtless at the top of his agenda, if not the reason for his trip.

At the beginning of January 1910 Jules Claretie, the prominent writer, Academician, and director of the Comédie française, took a stand against the purported Eugénie memoirs, calling the work a “sham” (“une imposture”), although he had not seen any editions of it. Nevertheless, he echoed Pietri’s statement of the previous June, writing in the *Temps*:

> Or, il m’a été formellement affirmé que l’Impératrice, volontairement silencieuse sur le passé, n’avait tracé aucune ligne des pages qu’on se propose de lui attribuer. […] En révélant ce fait je n’ai qu’un but: aller au-devant d’une imposture et servir l’histoire.59

As for Claretie’s claim of serving history, he certainly manipulated the course of history by writing this piece which so altered the trajectory of the book’s publication, but historians must beware. It seems odd that Claretie deliberately exposed Stanton’s plan in such strong terms, considering his pleasant correspondence and profitable collaboration with Stanton as a contributor to American magazines in previous years.60 Twice in his piece in the *Temps*, however, Claretie denies knowing the identity of the “inventors” of the purported memoirs which he denounces so thoroughly: “Je ne sais qui a improvisé, bâclé ce livre […] ces *Mémoires* fabriqués […].”61 It seems unlikely he did not know of Stanton’s involvement and

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57 Fleury to Stanton, 8 Aug. [1909].
58 Ibid.
60 See page 162.
61 Ibid.
was protesting too much, but, on the other hand, Stanton was trying after all to conduct the project in secret. Also, Claretie had some of his facts wrong. He said he knew, or at least had been assured, that thousands of copies of “Mémoires de l’Impératrice Eugénie” in French, English, German, Italian, and Spanish had been printed, assembled, and were packed up ready to ship.62 Furthermore, Claretie reasoned that the Empress was still unaware of the book because she had not yet come out against it. In fact, Eugénie was well aware of it and had chosen not to speak. The Italian edition was far from being ready, and in fact never appeared. Negotiations with the publisher Hoepli, who started the rumours about Memoirs, had terminated the previous June, and no Italian talks were even in progress. A French edition was in negotiations with the Paris firm J. Tallandier at the moment Claretie’s article appeared, and might have succeeded without the grave misgivings it had caused Tallandier. Plon-Nourrit eventually contracted to publish a revised version of the book, but that edition never appeared. Claretie’s piece alarmed some of the other European houses that had contracted with Stanton to publish Memoirs in translation, but Stanton was able to explain it away and keep all of the contracts in place.

As of the beginning of January 1910 Sears still had not replied to Pietri. Evidently, Pietri also had not seen the covert 1908 edition, but had merely heard of its existence. He was ready to start another letter campaign in “all [the] papers in Europe” against Memoirs of the Empress, according to Fleury.63 Pietri took press interviews and told correspondents:

A chaque instant, et de tous les pays de l’Europe, je reçois des lettres me demandant le droit de traduction et une foule de détails concernant ce soi-disant ouvrage, lequel, après le bruit qui court, doit être publiée simultanément à Londres, Berlin, Paris, Madrid, et New-York. Une fois pour toutes, coupons les ailes à ce canard, qui a la vie trop dure.64

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62 Ibid.
63 Fleury to Stanton, 10 Jan. 1910, Theodore Stanton Papers.
He repeated his denial of the memoirs’ authenticity in the first person, adding that if the edition were published, it could only be the “crudest of forgeries.”65 Stanton’s response, when Pietri wrote to him, probably in similarly strong terms, though this letter has not survived), was to offer to meet and explain “this whole affair, which certain interested parties are apt to exaggerate out of all due proportion, making a mountain out of a molehill.”66 Pietri refused to see Stanton, preferring to hear from Sears in New York. The Empress was “furious” at receiving no response from the house of Appleton. Fleury was “very annoyed” to have the Empress displeased with him. He was no longer welcome at her suite at the Hotel Continental unless asked, and was told that no invitation would be forthcoming until the matter was resolved.67 Five months later, Sears and Stanton were still silent on the matter. Here Stanton was caught in the middle again, waiting for instructions from New York. Fleury wrote to him: “I’m very astonished to have no news at all of you. Did M. Sears come [to] Paris and did he not desire to see me?”68

It appears that Sears watched and waited until 1912 to make a decision about re-fashioning the text of Memoirs. A complete revision was a costly option, to be avoided not only because of the editing and typesetting – the extent of the changes would necessitate completely re-setting both volumes – but the loss of prestige and market share that would ensue when the book was no longer perceived as an autobiography written by the Empress. In the face of such open opposition to the work, and Fleury’s advice that Pietri would not hesitate to file a lawsuit, the Appleton firm could ill afford not to revise the book. Sears

65 Ibid. “[...] ne pourrait être qu’un faux des plus grossiers.” The Paris Herald cut and pasted this article from a Paris newspaper and printed it in the original French.
66 Stanton to Pietri, 10 Jan, 1910, copy in Theodore Stanton Papers.
67 Fleury to Stanton, 10 Jan. 1910, Theodore Stanton Papers.
visited Paris in March 1912, but Fleury missed him again, later telling Stanton: “[J]e lui aurais donné de vive voix différentes réflexions.”69 Fleury repeated his belief that had the book been written as he had proposed, as “memories of” the Empress, that she would have given them the “imprimatur” they sought in the form of an endorsement that would appear in a frontispiece to the work.70 That opportunity had disappeared. Fleury was gracious enough to see the project through by offering to help revise the text for publication under his name. Eugénie never did endorse the work in any form.71 To wait for posthumous publication was now Appleton’s only choice. Eugénie died in July of 1920 at the age of ninety-four.

Sometime between 1912 and 1920, the firm decided to revise the 1908 edition and publish it as a first-person account by Count Fleury. The intimate viewpoint of a court insider is somewhat preserved, but the Empress’s observations are re-written in the third person. The narration is in Fleury’s voice throughout, and his name appears prominently as the author. In order to salvage some of the authority that had been lost along with the Empress’s authorization, the firm did all it could to have the authenticity of the contents of the work affirmed by various means. In the absence of the Empress’s authorization and in order to promote the book, Fleury’s own authority and proximity to the Empress was emphasized. Stanton was called on to answer questions about Fleury’s exact “position” and the duration of his association in the Imperial household.72 Stanton provided Appleton with a detailed, four-page, typed letter quoting his extensive correspondence with Fleury, in which the Count had

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69 Fleury to Stanton, 30 March 1912, Theodore Stanton Papers.
70 Ibid. Fleury had in fact succeeded in gathering a number of authorizations, as he had promised to Stanton. “Tell [the German publisher] for the authorization that it’s sure from Pce Nap. No difficulty can come of this side.” Fleury to Stanton, 23 Jan. 1909, Theodore Stanton Papers.
71 “[T]hough the Empress & her entourage were frequently consulted during the progress of the composition, she never recognized them openly and officially as approved by her.” Theodore Stanton, unpublished reminiscence, Jan. 1923, Theodore Stanton Papers.
72 “We always understood he had very close relations with the Empress and it is necessary that we should know exactly what they are.” William Worthen Appleton to Theodore Stanton, 13 Jul. 1920, Theodore Stanton Papers. Joseph Sears was no longer with the firm by that time.
reported personal meetings with the Empress and with numerous members of the Imperial court. Stanton stopped short of vouching personally for the veracity of Fleury’s statements as a result of those interviews. Over his signature on the four-page report Stanton wrote: “The statement made above is wholly based on Count Fleury’s communications to me, and if what he says is true, the statement is true.”

At one point in his report, Stanton promotes a certain logic for which the road had been prepared in the wording of the 1906 tripartite Sears-Stanton-Fleury contract: as part of Eugénie’s “entourage and immediate circle of friends and attendants,” Fleury was qualified to “authorize” the memoirs himself. This did not quite satisfy Appleton enough to allow the edition to be advertised as Eugénie’s “authorized” memoirs. Instead, the firm opted to settle for the second-best alternative of promoting the “authenticity” of the work. Sears had anticipated this at the time the manuscript had been completed. He had had Fleury provide the following statement, which Fleury signed on 19 August 1908, concerning the integrity, or “literary probity” as Fleury had put it, of the project:

The documents and conversations contained in these two volumes are, to my best knowledge, authentic.
Cte Fleury

At the moment of signing this document, Fleury was still unaware of the final amendments to the manuscript and doubtless thought it referred to the last version, in the third person, he had submitted to Stanton’s office. Stanton’s view was that the substance of the material was unchanged by the switch in narration to the first person, and so the change was no more than an insignificant editorial detail. Stanton closed his report to Appleton by saying that Fleury

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73 “As I was instrumental in bringing together the editor and the publisher of these memoirs…” 23 Jul. 1920, Appleton-Century mss., Lilly Library. Note that in the original contract, Stanton had been named as the editor and Fleury the author, but Stanton saw himself as the middleman in the project.
had “loyally carried out the spirit of his promise, though some eleventh-hour intrigue and political manoeuvres which need not be gone into here, prevented him and the Empress from going as far as they intended to do in this direction.”

The title page of volume one of the 1920 edition appears thus:

Fleury’s statement of authenticity appears as an epigraph, centred prominently on the page.

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75 Ibid. Stanton’s reference to political manoeuvring doubtless has to do with Bonapartist aspirations to restore Imperial rule in France. The movement was very much alive in Europe and beyond even in 1909, almost forty years after Eugénie’s husband Louis-Napoleon, France’s last Emperor, had been deposed.

76 MEMOIRS OF THE EMPRESS EUGENIE BY COMTE FLEURY [five ornaments in line, fleur-de-lis] COMPILED FROM STATEMENTS, PRIVATE DOCUMENTS AND PERSONAL LETTERS OF THE EMPRESS EUGENIE [four ornaments in line, crown] FROM CONVERSATIONS OF THE EMPEROR NAPOLEON III AND FROM FAMILY LETTERS AND PAPERS OF GENERAL FLEURY, M. FRANCESCHINI PIETRI, PRINCE VICTOR NAPOLEON AND OTHER MEMBERS OF THE COURT OF THE SECOND EMPIRE “The documents and conversations contained in these two volumes are, to my best knowledge, authentic.” CTE FLEURY

VOLUME I

D. APPLETON AND COMPANY NEW YORK : LONDON : MCMXX

The title page of the second volume is identical except for the volume number.
Maurice Fleury’s given name does not appear. Instead, the work is attributed to “Cte Fleury.” To further bolster perceptions of Imperial authority about the work, Appleton also used other paratextual elements at its disposal. In addition to crown and fleur-de-lis type decorations on the title page there was also a regal-looking hardcover binding:

The volumes are bound in identical royal blue cloth boards. Imperial green may have been a more appropriate choice, although one that was perhaps less recognizable to American readers. Blind-stamped in the centre is a circular crest of laurels enclosing the upper-case initials: NE. The title MEMOIRS OF THE EMPRESS EUGENIE is centred at the top stamped in gilt upper case. Also embossed and gilt is a facsimile of Fleury’s signature,
placed diagonally at the bottom right. (It seems to have been copied from the 1906 tripartite publishing contract.) Each volume has a frontispiece with a different untitled portrait of Eugénie. Apart from these two plates, the edition is not illustrated, even though, according to Stanton, sixty illustrations had been planned at one point. Many of these were used in the foreign-language editions.

When *Memoirs of the Empress Eugenie*, by Comte Fleury, was finally published in 1920 in New York and London, along with four editions in other languages, it provoked no further challenges from the Empress’s executors. Franceschini Pietri had died in 1915, and Fleury died in 1921. According to a statement dated December 1921, the work was serialized in at least four American newspapers, including the Boston *Post*, the Buffalo *Times*, the Philadelphia *Bulletin*, and the Seattle *Times*. Serialization rights had been reserved by D. Appleton, and no royalties were due to Stanton or Fleury for the proceeds of these subsidiary publications. Total revenue from those four papers was 1,425 dollars, from which the United Features Syndicate withheld its commission of thirty-five per cent. It is not known if any European serials of this work appeared. In general, the European publishers Stanton was dealing with considered prior publication in serial form to be detrimental to the sales of their book editions.

The Danish, Swedish, and Dutch translations of *Memoirs of the Empress Eugenie* appeared roughly simultaneously with the English-language editions in New York and London, but not before, according to the contract whereby the Appleton firm set the date and notified other publishers of its permission to go ahead with publication. The German edition appeared the following year, in 1921. Negotiations with a number of Italian and French

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publishers did not produce editions in those markets. A striking element of the Continental European agreements Stanton made for Memoirs of the Empress Eugenie is how many countries were covered by each publishing contract. Publishers thought in terms of language rights instead of delimiting contracts according to political borders, which language groups of readers tended not to respect. Thus, the Danish publisher’s exclusive translation rights included Norway, where there were many readers of Danish. Similarly, one Italian publisher published books in Spanish as well, and inquired about those rights, in order to take advantage of shared distribution networks. The German publisher’s concerns were especially wide-ranging, with German ethnic nationals residing in adjacent countries as well as foreign-language speakers there who could also read German. Germany and Britain were by far the largest European publishing markets outside France. The two publishers selected there each paid twenty-five thousand francs for the rights to Memoirs of the Empress Eugenie, more than ten times the fee Stanton was able to charge other European publishers.79 Stanton arranged the German edition first, writing to the historic F.A. Brockhaus firm in Leipzig in March 1908.

German, Bohemian, Hungarian, Polish, and Russian copyrights:
F.A. Brockhaus, Leipzig

With the F.A. Brockhaus firm, Stanton developed the terms of the publishing contract he used for other Continental European publishers. There are indications he had spoken to another German publisher about Memoirs first, probably Tauchnitz. Stanton sent a few chapters of the English typed manuscript in April 1908 to Fritz Brockhaus, who replied with

79 Macmillan had not advanced any funds for the British rights, choosing instead a profit-sharing arrangement based on sales. Stanton’s contract still provided him with a stake in the London edition after Macmillan withdrew, but it is not known if he collected anything on it.
marked interest, corresponding with Stanton in English. Brockhaus did not seem to mind the fact that his editions would be translated from English, although he also requested a copy of the French manuscript or notes for the sake of accuracy. He was much more concerned about purchasing extended rights to cover “all countries where the German language is spoken or read,” not just in the political territories of Germany and Austria-Hungary. In addition, he found it necessary to include the Bohemian, Hungarian, Polish, and Russian languages in the copyright, because these groups would buy the German edition if no other were available in their language. Thus, “editions in these languages would reduce the sale of the German edition to a higher degree [than] the French and English editions.” Brockhaus offered to relieve Stanton of the task of placing the Italian, Spanish, Dutch, Norwegian, and Swedish editions, but Stanton declined. Brockhaus conceded the Russian and Polish markets to Stanton, as they would have the least effect on a German edition, but he insisted on keeping the Bohemian and Hungarian rights. He did not intend necessarily to publish editions in these languages, but he had to be sure no other publisher would do so. Stanton was assured these contracts he was giving up would not be lucrative ones. Furthermore, the success of any Bohemian or Hungarian editions that were produced “would be chiefly due to the propaganda made for the German edition, therefore I should not care to let others gain [from] the results of my work.” Brockhaus reserved the right to re-sell these rights to a Bohemian or Hungarian publisher.

Terms were settled in a contract signed 30 October 1908 for book and serial rights in

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80 Stanton was strongly admonished by Sears in August 1908 not to let any parts of the manuscript out of his hands before Appleton had got the chance to copyright the galleys in November, but Stanton could not have started negotiations with Brockhaus without loaning him some of the typescript chapters. Stanton stressed utmost discretion, and there were no mishaps. Sears to Stanton, 5 Aug. 1908, Theodore Stanton Papers.
81 Fritz Brockhaus to Theodore Stanton, 11 May 1908, Theodore Stanton Papers.
82 Ibid.
83 Brokhaus to Stanton, 5 Jun. 1908, Theodore Stanton Papers.
the German, Bohemian, and Hungarian languages, for an outright fee of twenty-five thousand francs, half payable on signing, and half on delivery of the complete set of “English slips,” which occurred around 1 December 1908. Both Stanton and Fleury are named as the “proprietors” of the work, with F.A. Brockhaus as the “publisher.” Sears also signed the agreement for Appleton, since it controlled the publication date. It is not clear how the matter of the book’s narration was presented to Brockhaus, who had met with Stanton in Paris at one point, but he did have a clause amended that allowed him to put both Stanton’s and Fleury’s names on the edition, with their permission, should he have found it necessary. F.A. Brockhaus offered to produce electrotypes of original letters and other documents and illustrations Fleury had offered him for this purpose, and to make them available to other publishers at a price of fifteen pfennigs per square centimetre. The firm may also have purchased some of the electrotypes made by Appleton.84

Jules Claretie’s piece in the *Temps* in January 1910 caused Brockhaus some concern.85 Stanton sent him the clipping and invited him to join Sears in calling on Pietri and the Empress in March or April. It is not known if the meeting took place, though Sears did visit Paris in March, but Brockhaus ended up adopting Appleton’s prudent approach to the edition. When the time came in 1920 to publish, both firms avoided the first-person presentation and published the book under Fleury’s name. Brockhaus, instead of taking on the responsibility and expense of amending the entire German text accurately, waited for a copy of the final revision Appleton published in 1920 and amended its translation from it. Brockhaus issued its two-volume edition in 1921. This makes it the only foreign edition which is a true translation of the 1920 English original, for the other European publishers of

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84 Brockhaus to Stanton, 11 May, 1908, Theodore Stanton Papers.
85 “Where did Jules Claretie say that a certain manuscript was a bold forgery?” Brockhaus to Stanton, 17 Jan. 1910, Theodore Stanton Papers.
Memoirs of the Empress Eugenie went ahead, undetected it seems, with the first-person, “false” memoirs they had prepared from the 1908 galleys. The high profile and wide distribution of the German edition, and the close ties between royal families in Germany and Britain, where the exiled French court still resided, made it too risky for Brockhaus to do the same as the other foreign-language publishers.

Italian copyright:
Fratelli Treves Editori, Milan; Ulrico Hoepli, Milan; Società Tipografico-Editrice Nazionale (S.T.E.N), Turin

Stanton corresponded with the Italian publisher Fratelli Treves [Treves Brothers] from December 1908 to February 1909, at which time he entered into his ill-fated dealings with the Hoepli firm. Treves was willing to come to terms for five thousand francs instead of the six thousand Stanton had asked. He wanted guarantees concerning the dates of any serializations of Memoirs in international periodicals, which Stanton could not provide to his satisfaction. Even if serialization dates were simultaneous, Treves thought that prior publication of any parts would surely be excerpted by the Italian press and would “slacken greatly the interest and the surprise of the book.”

He declined Stanton’s offer.

Ulrico Hoepli countered Stanton’s asking price of six thousand francs by saying that the small Italian market did not warrant it. Many Italians read French, and the firm would only be printing around two thousand copies of an Italian translation. As well, the cover price would not be as high as American, British, or French editions. The closeness of the Italian and French languages in matters of syntax and expression made Hoepli hesitate at producing a translation from an English manuscript of the work: “Translating from a translation would be a nonsense.” Hoepli enquired about the Spanish rights, which Stanton offered for five

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86 Emilio Treves to Theodore Stanton, 1 Feb. 1901, Theodore Stanton Papers.
87 Ulrico Hoepli to Theodore Stanton, 5 Apr. 1909, Theodore Stanton Papers.
thousand francs.

By June 1909 something had alerted Hoepli to the question of authenticity of the work, which he had seen in its entirety, in English galleys, taking it to be an autobiographical work. In fact, he thought the work to be so authentic that he asked Stanton if it were not likely to be seized by French authorities.88 He wrote to Stanton:

I cannot publish them in the first person if they are not preceded by a declaration of the Empress […] The utmost concession I might make to my conscience would be to content myself with a declaration of Prince Victor Napoléon if done in a very explicit way i.e. saying that Cte Fleury put the Memoirs together and adopted the system of the first person (I) for the sake of vividness and simplification of narration (“Tiré par les cheveux” as the French [say]!)89

Evidently, Hoepli was open to the idea of some manipulation of the style of narration, but he insisted on nothing less than a declaration in the handwriting of the Empress or Prince Victor that the memoirs were authentic. He was not unwilling to accept a revised version of the book, which he thought to be a fine work even in the third person, signed by Fleury. Since it was the “‘I’ form which authenticate[d] the book” and made “its whole commercial value,” however, he offered only 1,500 francs, not payable until publication. Calling book publishing “too a narrow business in Italy,” referring to the slim profit margins, he said he should be limited to printing only one thousand copies of a revised book by Fleury.90 As we have seen, Stanton argued a little too strongly in a letter to Hoepli’s nephew to persuade the firm to accept the first-person presentation unaltered, and negotiations ended there. In February 1910, after the project had been in the news again thanks to Jules Claretie, the Hoepli firm renewed its low offer for Fleury’s book, this time for immediate publication.91 Stanton made a visit to Italy at this time – he wrote to the Danish publisher from Rome on 20 February –

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89 Ulrico Hoepli to Stanton, 12 Jun. 1909.
90 Ibid.
91 Ulrico Hoepli to Stanton, 14 Feb., 1910, Theodore Stanton Papers.
but the presumed negotiations with Hoepli in Milan did not conclude successfully.

In April of the same year, Stanton offered *Memoirs of the Empress Eugenie* to a third Italian firm, the Società Tipografico-Editrice Nazionale (S.T.E.N) in Turin. Marcello Capra wrote on behalf of the firm that he considered 2,000 francs a fair offer for the very small domestic Italian market, which did not extend itself internationally the way markets for French, English, and Spanish books did. He, too, insisted that the first-person narration be authorized by the Empress. Failing this, the best he could offer was a pro-rata sales arrangement for a limited Italian edition of the book.

Capra wrote to Stanton (in French) that his main objection was to a translation from the English: “Trop de nuances françaises qui ont leur correspondance italienne se perdent par suite de la traversée de la Manche et du retour au-deçà des Alpes.” Further, Capra had spotted a number of historical inaccuracies in the text. He was willing to absorb the expense of hiring an historian along with a translator, who would provide footnotes with corrections Capra did not, unfortunately, say what facts he disputed. For this, he insisted a copy of the work in French would be necessary. A French manuscript did not, of course, exist as such. They struck a bargain (the exact details of which have not been found) and agreed to meet in Paris in July to sign a contract. No further details were preserved in Stanton’s papers, however, and no Italian or Spanish edition of *Memoirs of the Empress Eugenie* appears to have been published by S.T.E.N. or any other firm.

Danish and Norwegian copyrights:
Gyldendalske Nordisk Forlag, Copenhagen

Stanton approached the Danish firm of Gyldendalske with *Memoirs* in confidence and

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92 Marcello Capra to Theodore Stanton, 27 Apr. 1910, Theodore Stanton Papers.
93 Capra to Stanton, 10 May 1910, Theodore Stanton Papers.
94 Spanish publishers would have been particularly cautious about taking this book about a controversial figure of the Spanish aristocracy.
secrecy in January 1909. Its representative Georg Hansen was intrigued by Stanton’s memoir of a “distinguished European personage,” but told him that “the reading public in Denmark and Norway is very limited and most people who are interested in foreign persons and incidents prefer to read such a work in the original language.”

Stanton was going to visit Copenhagen to show the volumes (the English galley sheets) to Hansen, but Hansen protested he could not get a good idea of them if he was to keep them for only two days. Again swearing Hansen to secrecy, Stanton sent the two volumes of sheets to Copenhagen. In the end Hansen agreed to pay 1,500 francs for the Danish and Norwegian rights (instead of the 2,000 asked). Gyldendalske was in a similar situation to Brockhaus concerning Bohemian and Hungarian rights, in that Gyldendalske probably would not bring out a Norwegian edition, because many Norwegians read Danish, but sales of the Danish edition would be hurt if a competing Norwegian edition appeared. Hansen thought the latest publication date should be six months after the Empress’s death, but warned that he would prefer a three-month lead time to schedule and prepare his profusely illustrated edition for the press. It is unlikely Gyldendalske arranged a serialization in Scandinavian periodicals, because Hansen was of the opinion, like the Italian publishers, that serialization would harm sales of the book.

Of the thirty-two plates of illustrations the Danish publisher was offered, Hansen chose twenty-five, paying Stanton eight francs each. Gyldendalske’s edition, published in 1920, is profusely illustrated, with sixty plates. Stanton had mentioned to Hansen that there would be this many illustrations available from Appleton, but it is not known if they were produced, or where the Danish publisher had sourced the rest of the plates.

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96 Hansen to Stanton, 29 Apr. 1909, Theodore Stanton Papers.
Gyldendalske had already signed a contract and paid Stanton half of the sum due for the rights in May of 1909 when in July, Pietri’s letter disowning the Eugénie memoirs was published. Hansen was ready to withdraw from the arrangement, but Stanton referred him to two contract clauses which explain that the publication was not authorized yet, but that it would be authorized by publication time, adding that Brockhaus and other publishers understood this.  

Persuaded by Stanton, Hansen prepared to begin the Danish translation, and ordered the “manuscript.” He was astonished to receive the English galley sheets again, asking Stanton: “Is the original not written in French?” The unusual process was explained anew, and the project continued. Gyldendalske’s translation was partially completed and Hansen was ready to start setting the volumes in type in early 1910 when he heard of Claretie’s article denouncing the book. It was too late to turn back, and Hansen seems to have continued the project as planned.

The 1920 Gyldendalske edition, in two volumes, was translated from the 1908 galleys of Memoirs of the Empress. It is written in the first-person voice of the Empress. The Danish title translates into English as “Empress Eugénie’s Memoirs.” No author was listed when the work was copyrighted, and it is sub-titled, in Danish: “Authorized Danish-Norwegian Edition.” Hansen probably took Stanton at his word and typeset the edition in 1910 as planned, then waited for the permission to publish along with the Empress’s authorization he had been promised was forthcoming. We can only speculate on how the firm saw its obligations to Stanton and Fleury by 1920. A decade had elapsed since negotiations for the rights had concluded. Stanton had given some of his explanations verbally to Hansen, who may no longer have been with the firm. The fact remains that Danish readers, as a result of

Gyldendalske’s decision to publish the version they had rightfully purchased and already prepared, were treated to the vivid experience of imagining they were reading the words of the last Empress of the French. It is not known if any attempts were made to suppress this edition, which is now rare.

Swedish copyright:
Beijers Bokförlagsaktiebolag, Stockholm

Stanton would have been fortunate if all of his other European dealings for Memoirs had gone as smoothly as the relations with the Stockholm firm Beijers Bokförlagsaktiebolag. In June 1909 Beijers agreed to pay two thousand francs for the Swedish copyright. The contract was signed the following month, on the same general terms that had been proposed to the Danish and Italian publishers. Beijers promptly sent for the galley sheets of the volumes and paid Stanton in full, making no mention of the language or presentation of the text. Stanton mailed off proofs of illustrations. In August, while ordering electrotypes of thirty-two illustrations, at eight francs each, the firm enquired as to when the Empress’s authorization might be expected: “We have heard it said that a contradiction touching the memoirs is published in the French press through Mr. Franceschini Pietri.”\textsuperscript{100} Stanton’s assurance that authorization for the publication of Memoirs of the Empress Eugenie would be “given in due season” seems to have satisfied Beijers. The thirty-two electrotypes, which Stanton called by their other name, “galvanos”) were sent to Beijers in September.

The Swedish edition was published in 1920, in two volumes, by A. Bonnier, a Stockholm firm that had absorbed Beijers a few years earlier. The edition has thirty-two illustrations. The Swedish text was translated from the 1908 galleys of Appleton’s Memoirs of the Empress. It is written in the first person, and “Eugénie, Empress of France” is listed in

\textsuperscript{100} Beijers Bokförlagsaktiebolag to Theodore Stanton, 2 Aug. 1909, Theodore Stanton Papers.
Swedish as the author in National Library catalogues. The Swedish title, in English, is “Empress Eugénie’s Memoirs.” The comment “Authorized translation” appears after the title.

The fate of the Swedish edition is a mystery, for it, like the Danish edition, is very rare, although one copy is known to have migrated to Swedish communities in Minnesota.

Dutch copyright:
A.W. Sijthoff’s Uitgevers-Maatschappij, Leiden

A.W. Frentzen of the Dutch firm of A.W. Sijthoff’s placed a condition on accepting the asking price of 2,000 francs for Memoirs of the Empress Eugenie. He was disinclined to pay more than 1,500 francs unless French, English and German editions of the work were not distributed in the Netherlands within twelve months of publication. He was sure that his “friends” the other European publishers would agree, in addition, not to retail their first editions for less than twenty francs.\(^{101}\) Stanton promised to arrange this among the other publishers by letter, and a contract for two thousand dollars was signed 1 September 1909. The firm ordered illustrations in October, but few details survive after that time.

The Dutch edition appeared in two volumes in 1920. “Eugénie, Empress of France” is named as the author. The tile translates as “My Memoirs.” There are twenty-four illustration plates. Like the Scandinavian editions, the book appears to be Eugénie’s autobiography, due to the presentation in the first person.\(^ {102}\) In contrast to these other “false” memoirs, numerous copies are extant, suggesting the Dutch edition may have fared a little better. The German edition seems also to have done well, judging by similar evidence, but of course it is an entirely different book. The German and the Dutch editions make a curious, mismatched pair.

\(^{101}\) A.W. Frentzen to Theodore Stanton, 22 Jul. 1909, Theodore Stanton Papers.

\(^{102}\) Further research may reveal if it was received as a personal memoir, or if any Dutch reviewers reported on controversy over the book a decade earlier. Stanton’s activities during 1920 when the book was being promoted and reviewed internationally are equally unclear.
The French edition was proposed to two firms, Arthème Fayard and J. Tallandier, before Plon-Nourrit committed in 1910 to publishing a revised version of the work, which never appeared. Fleury met with the director of Fayard in November or December 1908, but nothing came of their discussion.\textsuperscript{103}

Later, in January 1910, Jules Tallandier, of the firm J. Tallandier, was evaluating the first volume of Memoirs in order to decide whether to publish the book under his Librairie Illustriée imprint, when Claretie’s column appeared in the Temps. He wrote to Stanton the next day, “surprised” and “annoyed.”\textsuperscript{104} Stanton explained the pending authorization procedure, loaning him a copy of the German publishing contract. After reading volume two of the work, he wrote to Stanton that his decision depended primarily on the authorization of the memoirs by the Empress or Prince Victor, as described in the contract. After he had seen one volume in English and the other volume in Fleury’s French manuscript (it is unclear which was which), he informed Stanton of his opinion of the originality of the work:

\[\text{Il apparaît très nettement que le travail a été fait par M. le Comte Fleury au moyen de souvenirs personnels, mais sans le concours efficace de personnes qui gravitent autour de l’Impératrice.}\textsuperscript{105}

Parts of volume two, which dealt with political affairs and the Franco-Prussian War of 1870, Tallandier recognized as having been adapted from contemporary newspaper sources, a fact Stanton had not tried to hide. Nevertheless, Tallandier had compared the details to those presented by Frédéric Loliée in his recently published biography of Eugénie and had found}

\textsuperscript{103} Fleury to Stanton, [Nov. 1908], Theodore Stanton Papers.\textsuperscript{104} Jules Tallandier to Theodore Stanton, 8 Jan. 1910, Theodore Stanton Papers.\textsuperscript{105} Tallandier to Stanton, 11 Feb. 1910, Theodore Stanton Papers.
no new material.\textsuperscript{106} He continued: “[J]e trouve l’ouvrage tel qu’il est rédigé, absolument impubliable en France.” He thought the plodding divisions of the volumes and the overall style needed to be improved in favour of a more “literary form.”\textsuperscript{107} Additionally, the back-and-forth translation method was visible in the text, which admittedly was not yet in its final version. For the French edition, a translation made from the English galleys was out of the question. Tallandier, having placed these two absolute conditions on accepting the work – authentication and complete revision – was still open to publishing it, perhaps on a royalty basis. He looked forward to making Fleury’s acquaintance the following evening, but it seems no agreement was concluded.\textsuperscript{108}

Stanton approached the Plon-Nourrit firm, which published historical works, among other genres. Stanton and Fleury had apparently modified their vision of an illustrated biographical work for the French edition and were willing to re-cast the book as an historical work authored by Fleury. On 6 June 1910 J. Bourdel of the firm purchased the French copyright for four thousand francs.\textsuperscript{109} The provisional title of the work was now “Souvenirs sur le Second Empire et la Cour Impériale.”\textsuperscript{110} Georges Bernard was selected as editor to complete the revision of the two volumes, which he did, and was paid one thousand francs.\textsuperscript{111} His working title was “Les Souvenirs du Général Comte Fleury sur l’Impératrice


\textsuperscript{107} Tallandier to Stanton, 11 Feb. 1910, Theodore Stanton Papers.

\textsuperscript{108} \textit{Ibid.}

\textsuperscript{109} Plon-Nourrit to Theodore Stanton, 6 Jun. 1910, Theodore Stanton Papers. Stanton had asked 6,000 francs, but agreed to accept 4,000, and an additional 2,000 francs if the work sold more than 2,000 copies (4,000 volumes).

\textsuperscript{110} Georges Bernard to Theodore Stanton, [n.d.], Theodore Stanton Papers.

\textsuperscript{111} Bernard to Stanton, 10 Nov. 1910, Theodore Stanton Papers.
Eugénie et le Second Empire: recueillis et mis en ordre par son fils.”¹¹² The edition was to appear after Eugénie’s death, simultaneously with international editions of Memoirs of the Empress Eugenie. Bourdel corresponded again with Stanton in 1912 to cancel the arrangement, saying the conditions under which the arrangements had been made had changed irrevocably.¹¹³ He referred to having explained the reasons to Stanton in conversation, but he did not repeat them in his letter. His reasons were likely related to personnel changes in the firm and financial difficulties.¹¹⁴ Bourdel also cited as an obstacle to publishing Memoirs an unnamed book on the Second Empire which had just been published by a competitor. It is evident how an outstanding advance payment of this kind for a project with an indeterminate publishing date, such as the one Stanton was representing, can have been a hardship for a publisher to carry year after year. Stanton had no choice but to refund Plon-Nourrit’s advance.¹¹⁵

It is a cultural stereotype, but also a matter of fact in this case, to say that while the German publisher was concerned with rendering the text as accurately as possible, the French publishers with whom Stanton corresponded were more concerned with literary, or æsthetic style. The Plon-Nourrit edition, if it had been published, although, according to Tallandier, it would doubtless have been a fine book, was not a translation or even an adaptation, but resembled more a second original of the work. The proposed French edition took Fleury’s base of materials and his French manuscript and rewrote them, producing a different text.

¹¹² Bernard to Stanton, [n.d.], Theodore Stanton Papers.
¹¹³ Bernard to Stanton, 7 May 1912, Theodore Stanton Papers.
¹¹⁴ Stanton had not abandoned his idea of a Continental version of the North American Review. He had brought Plon-Nourrit and Harper together to publish a monthly magazine in French, in Paris, “the contents to be drawn from the various Harper publications, including the North American Review.” A specimen of the first issue was produced, titled Le Magazine and dated January 1909, but, as Stanton explains, “the project had to be abandoned before it was even started, because of certain unforeseen financial obstacles.” Stanton, unpublished reminiscence, September 1910, Theodore Stanton Papers.
¹¹⁵ Bernard to Stanton, 1 Feb. 1913, Theodore Stanton Papers.
entirely. How this version, had it been published, might be viewed from a bibliographical viewpoint, in terms of its composition by several authors and compared with the American, British, and European editions that were produced is an interesting question. Although it belongs to the same publishing project, it would have provided a different reading experience, but no more so, perhaps than the two “original” 1908 and 1920 English-language editions written in the first, then the third person; the accurate 1921 German translation of the latter; and the 1920 Dutch and Scandinavian editions which are made from the earlier, “original” version written in the first person. Furthermore, the European editions include numerous plates of illustrations, but the selection and placement vary greatly, contributing to a different reading experience even among the three translations – the Danish, Dutch, and Swedish – written in the first person.

Theodore Stanton was a literary agent in the general sense in which the term was understood in his day, although he may not have referred to himself as such. Furthermore, many aspects of his dealings would have disqualified him from the profession as it later developed. Stanton’s participation in both sides of a contractual arrangement and his less than total honesty towards Fleury both pose significant problems. As a middleman in all of the foregoing book publishing projects, Stanton was in control of many decisions that shaped the success of the properties he handled. He had a relatively high degree of control over the business arrangements for the foreign editions of Memoirs of the Empress Eugenie, selling copyright licences for whatever price each market would bear, but he still was ultimately a publisher’s representative, dependent on Appleton when it came to the larger decisions, such as the publication date. Similarly, the degree of personal responsibility he shared with Joseph Sears for the way Fleury’s participation and literary property were handled can only be
estimated. Nevertheless, Fleury and Stanton’s relations remained very cordial afterwardsss.

Contrary to the British literary agents who were beginning to style themselves as authors’ representatives, Stanton was either the author himself in his book publishing projects or was involved as editor. There were no relationships in which he would have seen himself as a given writer’s exclusive representative. His devotion to Fleury’s interests was less than total, to say the least.

British and American literary agents began to define their profession just around this time. One thing they agreed on was that it was unethical to write themselves into any publishing contracts in the capacity of agent. According to the Authors’ League of America:

> We wish also to warn against the agent who writes himself into contracts for publication or production as a third party. This gives him a proprietary interest in the contract and should under no circumstances be permitted, as it places him in a position where he can seriously interfere with the author’s freedom of action in regard to suits, settlements, and other contingencies which may arise.

Stanton’s conflict of interest went even deeper than that of an agent writing his intermediary function into a contract when he participated in the capacities of editor and co-author. The 1906 tripartite agreement between Sears, Stanton, and Fleury was such a contract that the Authors’ League later advised against. (Stanton’s intention, however, was certainly not to turn the situation to his advantage, as in the case of some unscrupulous literary agents in this early period of the profession). Fleury’s difficulties were compounded by the fact that there existed another contract between Sears and Stanton which superseded the tripartite contract. The existence of the second contract allowed the chain of responsibility to be interrupted in such a way that any obligations towards Fleury, in editorial matters at least, ended with Stanton. In turn, Stanton alone was responsible to Sears for the project, and he had clearly

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given permission to publish *Memoirs* in an altered form. The fact remains that Fleury would have had a difficult time mounting any legal challenge over the way his text was published.

The early literary agents who later became authors’ representatives learned to stay out of the kind of trouble Stanton encountered when trying to represent his own and a publisher’s interests at the same time. Literary agents served both writers and publishers, but not in the same transaction. They kept to a neutral middle ground between buyers and sellers of texts.

Referring back to the glossary and descriptions of the literary agent’s services to writers and publishers, Stanton’s role working with book publishers was similar in many, but not all respects.\(^{117}\) In financial activities, for example, he had no impecunious writers in his care for whom he functioned as a banker. He did not provide Fleury with a stable business address, but he did handle communications with D. Appleton on his behalf, including receiving and distributing payments. There was no call for him to inspect the publisher’s accounts, because Fleury received an outright payment for his manuscript of *Memoirs of the Empress Eugenie*. This service was particular to agents of writers who published under half-profit or royalty agreements. Literary areas were a forte. He fulfilled the literary agent’s role in this regard, especially in the area of acquiring material, and even surpassed it as an editor and co-writer. It is on the diplomatic side of the literary agent’s activities where his role can be seen to evolve into that of an author’s exclusive representative. Such representation was more useful to a minority of novelists and other creative writers who achieved literary fame or critical recognition than it was to writers of what we call non-fiction. Fleury was not the kind of writer who needed an occasional nudge or who was concerned about maintaining his public image through the public relations efforts of a literary agent. Stanton had a prime diplomatic responsibility towards D. Appleton, however, and that was to act as a buffer

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\(^{117}\) See page 11.
between the firm and Fleury. The writer’s temperament was not the problem, but keeping him at arm’s length from the plans Sears had made for the edition of the Eugénie memoirs was essential for the success of the scheme.

Stanton continued in his pursuits as a writer and freelance middleman in magazines, mostly, and books, for the rest of his career. His quasi-freelance positions as a representative of Harper and Appleton each seem to have lasted only a few years, and he was involved with Lincoln MacVeagh at Henry Holt and Company near the end of his career in the early 1920s. He continued to look for ways to combine opportunities. While offering *Memoirs of the Empress Eugenie* to European publishers, for instance, he promoted *Manual of American Literature* to them at the same time. The Italian firm, S.T.E.N., while considering *Memoirs*, asked Stanton’s advice about distributing its Spanish editions in South America. His life in the middle remained a rich and productive one.
Conclusions

As in any historical enquiry, questions remain about how representative the preceding
glimpses of Theodore Stanton’s career can be, either of his own experience, or of the
activities of other publishing middlemen. Some certainty in regard to the first question can be
gained by an attention to thoroughness in the supporting archival work. As for the second, it
will be the accumulation of other similar studies of middlemen that will begin to allow
historians to make the necessary comparisons and contrasts in order to draw firm conclusions
about nineteenth-century middleman professions. The tentative classifications presented here
serve only to open a discussion about middlemen that is more inclusive than Hepburn’s focus
on agents representing works of literary art, or Gillies’s revelations about those agents’
influence in literary fields. Stanton’s professional biography and the case studies contribute
quantitative data to the mosaic in progress dealing with transatlantic publishing of all kinds.
The plurality of Stanton’s overlapping pursuits argues against the division of transatlantic
textual transmission into categories defined by personal roles or textual genres.

Book historians have been apprehensive about the possibility of “interdisciplinarity
run riot,” to the detriment of academic focus in wide-angled studies such as this one.118 It is
daunting to think of having to master bibliographical description, copyright law, translation,
and publishing history on top of textual criticism, where in the past such a study of French
writers’ works would usually have begun. Texts, however, have never respected political or
cultural boundaries, however. As soon as scholars want to consider the way they travel out of
their original place of creation and reception and are transmitted through societies,
interdisciplinary approaches are unavoidable. At that point, it is time for book historians to be

“asking new questions, using new methods, and tapping new sources,” as Darnton put it so well in his seminal article on the emerging field.119 Theodore Stanton’s career shows how seemingly unrelated fields can indeed be combined to good effect. Journalism history, for example, can expand the study of publishing middlemen beyond that of literary agents who transmitted the texts of canonical authors.

Much has been learned, unexpectedly, about authorship, not just the conditions of the profession as described in the survey of copyright in chapter 2 but, through the glimpse into matters of composition provided in the case studies. The transmission of journalistic texts by cable opens up new questions about the contents of newspapers from a textual point of view. If it muddles previous notions of authorship in newspapers that were assumed rather than overtly claimed, we need only turn to Stanton’s accounts of Rodin’s method of authorship, or Sarah Bernhardt’s, or especially Maurice Fleury’s, to be convinced that even a signed magazine article or book is not necessarily what it appears to be at first glance. In order to apprehend and examine the history of such texts, methods of bibliography and textual editing, in combination with the anecdotal evidence of archival sources, are useful. Thus, the direct interventions of editors and translators as well as the influences of other middlemen are revealed in the idiosyncrasies of published texts. Similarly, a divide has existed between translation studies and textual editing. A translated text, whether an imaginative work or not, has qualified as an entirely new text. For the kinds of texts Stanton handled, translation constituted part of a transatlantic editor’s toolkit more than a creative pursuit. The exact, or utilitarian, nature of such translations has the capacity to inform about the editorial interventions not only inherent in the translator’s job, but of editors through whose hands the work also passed, as we have seen in the changes made to Zola’s article “War” in the North

119 Ibid., 66.
American Review. Again, a division by genre is unnecessary: the same principle can be applied to Zola’s Travail/Labor as it appeared in Harper’s Weekly.

Clearly, Zola studies have benefited from this look into Theodore Stanton’s papers, if only in the field of Zola’s American relations. The case studies presented above are an attempt to contribute to the mosaic already begun by Carol Armbruster depicting French writers and their American publishers. The field gains no new disciplinary directions from the present study, however, because historians, bibliographers, and literary scholars have addressed Zola’s life and work from many perspectives. One interesting new avenue of inquiry has just been opened by Ruth-Ellen St. Onge, in which she considers Zola as his own public relations middleman. One common myth is perhaps dispelled here, and that is that Zola handled all of his literary business arrangements himself, including translations. Ernest Vizetelly is a well-known exception, but there were also other middlemen involved, with Zola and with each other.

Revisiting his article just recently, Darnton pointed additionally to the value of comparative studies, such as the one presented here in chapter 2, on copyright. Such surveys, seemingly superficial at first glance about their primary focus, on copyright, can point to interesting disparities and break down received notions, such as the equation of Paul R. Reynolds’s literary agency with that of A.P. Watt’s in their early days.

Book historians have been preparing for a decade now to wrap up the nationally-

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funded projects that have ably documented locally-defined print cultures and move on to the examination of international networks of print. To structure such vast and unruly concepts such as editions of translations, not to mention diasporic literary production, it is logical to shift the focus away from “author” and “publisher” nodes on Darnton’s communication circuit and look at the activities represented by the seemingly simple line that connects them. These imagined spaces belong to middlemen like Theodore Stanton.
Appendix A. French Fiction Translated for the European Correspondent.


Appendix B. Comparison of the Dictated and Corrected Versions of Émile Zola’s Typescript, “La Guerre.”

These excerpts have been selected at random from the typescript. On the left is the text as Zola dictated it. Zola’s corrected version appears on the right.

Maintenant on peut dire que la guerre a joué dans la civilisation un rôle de défense. Ce qu’il faut dire, c’est que la guerre a joué dans la civilisation un rôle nécessaire de défense.123

Enfin, il me semble que la raison décisive est aussi que […]. La raison décisive est aussi que […].124

Le christianisme a joué là un grand rôle, on peut dire en quelque sorte qu’il s’est fondé […]. Le christianisme a joué là un grand rôle, il s’est fondé […].125

Je ne reculerai pas devant la hardiesse de dire ce que je pense de l'idée de en France de la guerre. Nous souffrons peut-être […]. En France, nous souffrons peut-être […].126

124 Ibid., 18.
125 Ibid., 19.
126 Ibid., 22.
Voilà cette réputation qui nous a été faite, réputation qui est extrêmement juste.

D’autre part on voit cela se réaliser dans les campagnes de Napoléon.

Eh bien je dis que cette société future dont nous sommes gros, dont les peuples en quelque sorte en ce moment-ci vont concevoir, qui demain naîtra d'eux et qui actuellement nous livre à cet état de malaise de l'enfantement qui va se produire au milieu de toutes sortes de crises et de révolutions, je dis que cet état nouveau est le grand fait et en quelque sorte l'idéal nouveau vers lequel nous allons, en opposition absolu avec l'idéal guerrier dont j'ai parlé tout à l'heure.

Cette réputation qui nous a été faite a trouvé une confirmation éclatante dans les campagnes de Napoléon.127

Et je dis que cette société future dont nous sommes gros, dont les peuples vont accoucher, qui demain naîtra d'eux et qui actuellement nous livre à l'état de malaise dont nous souffrons, le malaise de l'enfantement, je dis que cette société future est l'avenir pour lequel on se bat, l'idéal nouveau vers lequel nous allons, en opposition absolue avec l'idéal guerrier qui a si longtemps passionné les peuples.128

127 Ibid., 27.
128 Ibid., 21.
C'est de cela qu'elle rêve [...] Ainsi, l'auteur le plus populaire est Rudiard
Kipling [sic]; ce n'est plus Dickens le maître de la littérature, ce n'est plus le conteur londonien qui parlait des mœurs de Londres; non, l'auteur acclamé Kipling est un soldat en quelque sorte poussant à la guerre.

Tout ce à quoi nous assistons est pour moi en quelque sorte la crise aigue qui va en s'aggravant sans cesse et qui est comme le dernier cri de la guerre, qui en montre l'abomination, qui en montre les côtés de ruine et le côté anti-social qui tous viennent comme un argument contre la guerre elle-même.
En un mot, pour moi, c'est la guerre tuant la guerre. Tout ce qui se passe arrive à cela: la guerre tué par la guerre [...].

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129 Ibid., 34.
130 Ibid., 37.
Appendix C. Manuscript and Published Versions of Émile Zola’s “La Guerre” / “Sur la guerre” / “War”

- “La Guerre”
  - stenographer’s shorthand notes (lost)

- “La Guerre”
  - typed transcription of stenographer’s notes (extant as Zola’s corrected version)

- “La Guerre”
  - typescript with Zola’s handwritten corrections (extant in Theodore Stanton Papers)

- “Sur la guerre”
  - Zola’s handwritten, further amended version, dated 1899 (extant in private hands)

- “War”
  - English translation of corrected typescript (sent to New York)

- “War”
  - English translation with editor’s abridgements (copy text of N.A.R. article)

- “War”
  - published in North American Review April 1900

- “Zola et la guerre”
  - partial re-translation into French published in Aurore, April 1900

- “Sur la guerre”
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