



## ***THE WILKIE COLLINS SOCIETY***

### **WILKIE COLLINS AND HIS 'DEAR DUTCHMEN' BY P.J.M. VAN WINDEN**

His 'dear Dutchmen' this was the phrase that Wilkie Collins used in 1869 to refer publicly to Gebroeders Belinfante of the Hague, who intended to publish the Dutch translation of Collins's latest title *Man and Wife*. And he continued: 'Let us take Belinfante Brothers to our hearts as brothers in international copyright with ourselves!'. It was not an expression of heartfelt friendship or affection. Collins's sarcasm oozed from his part of their correspondence, which he published in Cassell's *Echo* and *Harper's Weekly*. His reason for publication was to 'openly expose the principles on which Dutch publishers trade' concerning copy and translation rights. The following explains Collins's protests against these principles, their content and background, and it will also show how Collins became the first foreign author known to start gnawing at the roots of these principles which the Dutch book trade had upheld for a long time.

By 1869 Collins' work was translated into many languages and it also circulated in a variety of English language editions printed on the European and American continents. Collins, with Dickens and other English authors whose popularity extended beyond Britain, never tired of fighting for fair copy and translation rights, and had managed to establish copyright in most of the countries concerned for both translations and reprints. The Netherlands, however, with its 'free trade in copyright' attitude, continued to slip through his fingers -that is until Gebroeders Belinfante crossed his path. They invoked his wrath all the more by combining in their letter a very polite request for the use of the illustrations that accompanied the British publication of *Man and Wife* with the point-blank announcement of a forthcoming Dutch translation.

In 1869 Dutch copyright legislation was still based on the 1817 Copyright Act which provided only for the rights of Dutch authors, translators and publishers.

Foreign authors and publishers were not mentioned, which meant that they were neither entitled to nor could gain the copyright of reprints or translations of their titles. There were consequently no legal obstacles for the Dutch book trade to reprint and translate foreign works. The Dutch considered this fair enough for a small country with limited original literary output. Moreover, avoiding the expense involved was quite profitable for the book trade in a country with considerable foreign language skills, particularly in French, and a fairly literate population. For the same reason the copyright treaties first with France (1855), later with Belgium (1858) and the USA (1862) were strongly opposed by the trade. It took until 1912 for the Netherlands to sign the Berne Copyright Convention of 1887 which established international copyright.

Despite the cultural and commercial advantages, the 1817 Copyright Act had a drawback for Dutch publishers of translations. As a result of their own 'free trade' attitude about other countries' cultural production, there was no obstacle for publishers to print competing translations of the same foreign title. The Dutch society for the book trade, the Vereeniging ter Bevordering van de Belangen des Boekhandels (VBBB), considered this an undesirable situation. The simultaneous availability of competing translations would split up the market for a particular title and left each publisher with a lower return on investment than expected from a unique translation. For that reason the VBBB decided to supplement the Copyright Act with a self regulatory system for assigning translation rights among its members. VBBB members could claim these rights by presenting an original copy of a foreign work to a committee; the first claimant was allowed to issue the official translation. If, nevertheless, a competing translation appeared, VBBB members could be held to ban it from their bookshops. Obviously, the rights of foreign authors to translations of their work were ignored not only in the Dutch legal system but in the self regulatory system of the book trade as well. At best, foreign authors might be offered one or more complimentary copies of the translation, but no Dutch publisher is on record as paying real money for translation rights. Such were the circumstances concerning copy and translation rights in the Netherlands when Collins started publishing his work.

From the start of Collins's career in 1850 the Dutch book trade showed an interest in him: several publishers presented the translation rights committee with copies of the original first editions of his work fairly soon after publication in Britain. But not until Collins's fame in Britain was firmly established with *The Woman in White* in 1860 did Dutch publishers proceed to have his work actually translated and published. By then they virtually jostled one another for every new title. All through the 1860s Dutch publishers were very keen to issue translations of Collins's fiction without acknowledging his authorial rights in any way.

The reason why Gebroeders Belinfante chose to join this bustle in 1869 is unclear. Previously they had not displayed any interest whatsoever in the author and popular fiction in general was a mere sideline to the firm which had an excellent reputation as publishers of jurisprudence and political science. All the same, they entered into competition with their Dutch colleagues for the translation rights to *Man and Wife*, and in order to obtain the rights to the original illustrations, they contacted Cassell, Peter and Galpin, who were serializing the title in *Cassell's Magazine*. The immediate effect of Belinfante's actions was, as mentioned above, a public scolding by the author, who had been waiting for an opportunity to vent his spleen on the topic. In fact, Collins branded Gebroeders Belinfante, the entire Dutch book trade and any 'other person of larcenous literary habits ... who takes my book from me without giving me a share in profits ... to be guilty of theft, and to be morally, if not legally, an outlaw and a pest among honest men'.

The VBBB journal made mention of the published correspondence in a small article, but other than that the Dutch booktrade showed no reaction whatsoever to the tirade. Gebroeders Belinfante, on the other hand, caved in instantly and obediently paid Collins a sum of 100 guilders for authorial permission to translate *Man and Wife*. The author acknowledged the outcome with amazement and unrelenting cynicism: 'Of their own free will (bound by no law whatever) they consent to recognise my moral claim on them ... As they have never hitherto paid sixpence to any author (but a Dutchman) in this civilised universe, I feel bound to consider myself as the object of extraordinary munificence.'

Such was the immediate impact of this newly established Anglo-Dutch contact; it resulted in the first instance known of a Dutch publisher paying a monetary fee to a foreign author in exchange for translation rights. And there were long term effects as well; for almost fifteen years following, Gebroeders Belinfante virtually monopolized translations of Collins's work. They continued claiming and publishing almost all of Collins's titles in Dutch translation with the author's consent and Collins, in all probability, made sure to share in their profits.

Indications are that other Dutch publishers and other foreign authors followed Belinfante's and Collins's example. In fact, in 1878 the VBBB regulations for claiming translation rights were relaxed in favour of publishers who had purchased translation rights from a foreign author. As an alternative to presenting a copy of the title to be translated, publishers were from then on allowed to submit proof of payment for authorized translation. Since VBBB regulations were not easily changed, publishers other than Belinfante alone would have made out a case for this addition to the regulations. However, the VBBB's decision also points to concerns for the protection of its members' investments rather than to the conviction that the translation rights to foreign works belonged with the foreign authors.

Both Wilkie Collins and Gebroeders Belinfante got what they wanted: a point of principle and hard cash on the one hand and permission to publish on the other. This transaction presents a first in Dutch publishing history. Being the first instance of a Dutch publisher paying money to a British author for translation rights, it is a departure from the so-called pirate position that the Netherlands had held for ages within the European book trade.

Combine this fact with Belinfante's continued publishing of authorized Collins translations. Add to it the relaxation of the VBBB regulations in favour of Dutch publishers which pay foreign authors for translation rights. It is then quite obvious that, if not by conviction then at least in practice, the transition of the Netherlands from a nation of pirate publishers to signatories of the Berne Copyright Convention progressed quite gradually. And it was these Anglo-Dutch relations between a sharp author like Collins and a compliant publisher like Belinfante, which partly paved the way.

The quotations from the correspondence between Collins, Gebroeders Belinfante the firm of Cassell, Peter and Galpin, and Collins' financial adviser Frank Ward are taken from Kemleth Robinson, *Wilkie Collins: A Biography*, London, 1951, pp. 212-15 and Catherine Peters, *The King of the Iveltors: A Life of Wilkie Collins*, London, 1991, pp. 325-26.

2 The ledgers of Gebroeders Belinfante in the municipal archives of The Hague as well as those in the VBBB archives in the Library of the University of Amsterdam hold a considerable amount of promotional material, but there is no correspondence, contracts and financial administration in these archives.

3 The sum of 100 guilders amounts to about £8 or £9 in contemporary English money.

4 From the early 1880s, the Haarlem publisher De Erven F. Bohn paid Bentley of London to obtain proof of payment for authorization as well as early copies for translations of Rhoda Broughton's work. Bohn dealt with Ouida personally; considering the amount of money involved in their agreement, they may have arranged authorization for a certain period of time, instead of for each title separately. This is currently being researched by students of the University of Leiden's Book and Publishing Studies.