The cheap weeklies certainly satisfied the reading tastes of many Americans during the first half of the nineteenth century. Yet there were always those who wished to peruse British periodicals in their entirety rather than content themselves with the scissors and paste eclectics. For such Americans there were two alternatives: either they imported copies directly from Great Britain, or they availed themselves of American reprints of the more popular British journals. Securing periodicals from abroad was expensive. An annual subscription to the Edinburgh edition of Blackwood's Magazine cost about $11.00 to $12.00, or somewhat over £2 sterling. A few Americans indulged themselves and insisted upon the bona fide British publication rather than the cheaper American reprint, but they numbered well under a hundred throughout the country for any given periodical.

In these circumstances, it is not surprising that a New York printer, Edward B. Clayton, of 64 Pine Street, hazarded a reprint of Blackwood's. Since no one in America had previously tried to put out a facsimile edition of a British periodical, Clayton's venture was risky indeed. The first number appeared in September 1819, and to his great relief it did very well. Circulation during the first year rose to about one thousand, and with annual subscriptions costing $8.00, he began to realize a handsome profit. Some time in 1820 William Blackwood became aware of Clayton's undertaking and sought to persuade him to import the monthly direct from Edinburgh. No doubt he offered him a special rate, but Clayton declined. He was enjoying the pleasant notoriety of success. There was something almost patriotic in putting out an American reprint which
employed native workmanship and materials at a time when little or no stigma was attached to 'literary piracy'. However, once the novelty wore off subscriptions began to flag. Now it was Clayton's turn to approach Blackwood about the possibility of importing copies. Six months passed; no answer from Edinburgh; and Clayton struggled on as best he could. Only then did he learn that his letter to Edinburgh had been sent by mistake to one of his debtors in Washington D.C. By this time he had resolved to carry on by himself, which he did for another year. But with subscriptions down to about five hundred the venture of three years failed, and it was a decade before anyone else reprinted another British periodical.

Meanwhile, in 1824, two new booksellers in New York decided to import copies directly from Blackwood. Messrs Wilder & Campbell of 142 Broadway were unique, because unlike other American booksellers who imported a few copies of various periodicals from wholesale houses in London, they were prepared to make a formal agreement with the Edinburgh publishers. This was tendered in an exchange of letters. William Blackwood agreed to supply Wilder & Campbell with 100 copies at 1s. 6d. each, or 500 copies at 1s. 3d. each. At this rate Wilder & Campbell would be paying a wholesale price of $4.50 a year for twelve issues, excluding freight and tariff charges. On top of this they had to add their profit of a third or more, so that it is hard to imagine that they could have sold the imported magazine for less than $8.00 a year. A month's notice was necessary whenever larger or smaller quantities were required, and the New York firm was obliged to pay its bills on a London bank every two months. Blackwood was also prepared to supply back numbers at 1s. 6d. each and divide whatever profit was made on their sales.

There was one thing Blackwood wished to make perfectly clear. Under no circumstances should copies which had been sent to America be permitted to return for sale in Great Britain. He further stipulated:

Being satisfied that you will do everything in your power to promote the sale of my magazine, I hereby bind myself not to send either directly or indirectly any copies to America; and you on the other hand bind yourself not to be concerned directly or indirectly with any American edition of the work.

Finally, there was a penalty clause whereby either party would forfeit £100 if it failed to abide by the terms. The beginnings of this arrangement were auspicious enough, but nothing more is heard of it. Wilder & Campbell seem to have been in business in 1825 but were no longer so by
the end of the following year - the victims, no doubt, of the 1825-6 financial panic.

Until 1833 there was a distinct lull in the reprint trade, but a remarkable revival occurred in that year. One of the British journals which attracted bargain-conscious Americans was the *Penny Magazine*, the extremely successful brain-child of the London publisher Charles Knight and the Society for the Diffusion of Useful Knowledge. Begun in 1831, it did not take long for imported copies to find their way to the United States under an agreement with a gentleman in Philadelphia named Condé Raquet. However, by 1833 Raquet's imported original yielded to an American reprint by a New York bookseller. Although it is not entirely clear, the reprint was most likely the result of an arrangement between the New York publisher, William Jackson of 71 Maiden Lane, and the SDUK in London. Jackson's *Penny Magazine* sold for 3¢ and appeared as soon as it arrived by sailing ship and could be reprinted. It was moderately successful and Jackson managed to carry it on till 1841. By that time he was located at 102 Broadway and apparently negotiated to sell his business to Edmund Baldwin who relocated at 155 Broadway the following year. As far as one can tell Baldwin continued to reprint the *Penny Magazine* until it ceased publication in London in 1846.

The year 1833 ushered in two other reprints of British periodicals: *Blackwood's Magazine* and the *New Monthly Magazine*. They were both put out by Allen and Ticknor of Boston, and as with Clayton a decade before, there were no arrangements with British publishers. Three volumes of each journal were printed spanning the period January 1833 to June 1834 before they were discontinued, presumably victims of another year of notable trade depression.

A somewhat longer-lived effort begun in 1833 was the *Metropolitan and Foreign Quarterly*. The bookselling firm of Peck & Newton in New Haven, Conn., had the novel idea of taking three British periodicals, the *Metropolitan Magazine*, *Blackwood's Magazine* and the *Quarterly Review*, and combining parts of each into this weekly reprint. It appeared in the form of a royal octavo pamphlet on cheap paper, each issue roughly divided into thirds. At the end of a year subscribers could collate the various sections which were separately paged and have replicas of three complete British periodicals.

Peck & Newton's interest in the reprint side of their business was bought in 1835 by a newcomer to the New York publishing scene, Theodore Foster. Like so many young men at this time he counted on the cheap
reprint trade to reward him for his initiative and hard work, despite slender cash reserves. He began by expanding his new business and presenting the public with six different British periodicals: Edinburgh Review; Foreign Quarterly Review; London Quarterly Review; London and Westminster Review; Blackwood's Magazine; and Metropolitan Magazine. Annual subscriptions ranged from $3.00 to $5.00 and, for a time, it seemed as if Foster had discovered the secret of successful republication. He even ventured upon a few reprints of complete books, charging 50¢ for what otherwise cost well over a dollar. However, that grim reaper, the financial crisis of 1837, brought him down along with so many others. His business at 2 Pine Street was then taken over by his clerk, William Lewer, who 'undertook to manage the business for the benefit of Foster's creditors, on commission, being bound when they were paid off to return the business to Foster'. To the six British periodicals already published by Foster, Lewer added a seventh, Bentley's Miscellany, but he managed to accomplish little else before he died in 1838 with none of Foster's debt repaid. In fact, he left his widow, Jemima M. Lewer, with additional debts incurred in the procurement of paper, printing, and binding. Much to everyone's surprise, Jemima managed nevertheless to carry on the business with the assistance of two men: Leonard Scott and Joseph Mason. Scott collected the bills, solicited new subscriptions, and generally dealt with matters outside the office; Mason specifically managed the business for her. Manager and widow got on so well together that some time in 1839 they were married. For a few years they retained the same business premises at 2 Pine Street, and then in 1842 moved to 102 Broadway which had been recently vacated by Edmund Baldwin, the reprinter of the Penny Magazine. The business went as well as could be expected during the depression although they were forced to discontinue the Metropolitan Magazine and Bentley's Miscellany in 1841 because of declining sales. However, the following year they were able to add the Dublin University Magazine to their list of reprints.

Having weathered the economic storm, the Masons' position seemed secure, but appearances were deceptive. The ostensible success of the periodical reprint trade stimulated competition from an unexpected quarter: the New York publishers, Wiley & Putnam, decided to negotiate with various British publishers to import their periodicals on special terms. This was facilitated by a decision in 1840 to send their junior partner, George Palmer Putnam, to London to set up a branch office in Paternoster Row. Putnam took this opportunity to contact periodical
publishers as well, and in early October he was in communication with John Murray, publisher of the *Quarterly Review*. He succeeded in persuading Murray to supply each issue at 2s., or a yearly wholesale price of $2.00. He made similar arrangements with other publishers, and during the course of 1841 quarterlies were made available at $4.00 a year and monthlies such as *Blackwood's*, $5.00. One advantage which Wiley & Putnam exploited was variety. They offered a wider selection than Mason did. To his list they added: *British Critic* at $4.00; *British and Foreign Review*, $4.00; *British and Foreign Medical Review*, $5.00; *Fraser's Magazine*, $6.00; *Monthly Magazine*, $6.00; *New Monthly Magazine*, $10.00; *United Service Journal*, $10.00; *Ainsworth's Magazine*, $6.00; *Civil Engineer and Architect's Journal*, $5.00; *Practical Mechanic and Engineer's Magazine*, $2.50.¹⁰

The Masons soon felt the effects of such competition and in an effort to counter it reduced the rates of their subscriptions from $5.00 to $4.00 on the monthlies and $4.00 to $3.00 on the quarterlies. Unfortunately this had little effect, and in 1842 they found themselves on the brink of insolvency. In a desperate effort to salvage their affairs they called upon their employee, Leonard Scott, for assistance.

Scott had long been in the printing business. A Canadian by birth, he found employment with Theodore Foster in 1835. Over the years he had acted as clerk, bill collector, and canvasser of subscriptions. While in these positions he managed to save several thousand dollars which Mason now asked to borrow in return for a long-term mortgage on the business. Scott was led to believe that Mason would eventually withdraw, and that he would take over as proprietor. Imagine Scott's dismay when he was told a year later (1843) that Mason intended to retain control and had mortgaged the business to other creditors.

Scott realized that if he did not act promptly he would lose his whole investment. He foreclosed his own mortgage but to no avail because Mason had possession of the account books and was determined to carry on. Scott considered taking the matter to court, but soon became aware that the value of the mortgage would easily be consumed in legal costs. He then hit upon a bold course of action.

*I proposed to Mason's other creditors to give them a share of whatever I might recover if they would share with me in the expense of litigating the suit. Two of them, Messrs. Walker and Craighead accepted the proposition and, after a few weeks of hard fighting, a compromise was effected with Mason and his*
assignee, by which, in consideration of the relinquishment of our several demands in full, the payment of all the costs that had accrued, and the giving our notes for some $1,500, besides, we obtained the possession of a broken down business out of which we hoped to build up something which should ultimately prove successful and restore to us the large amounts we had lost.

Robert Craighead and Edward Walker were valuable partners for Scott. The former was a printer at 112 Fulton Street and the latter a bookseller and binder next door at 114. By the beginning of 1844 Mason's reprint business was firmly in the control of these three partners who occupied Craighead's premises on Fulton Street.

Alas, a further impediment arose. While Scott consolidated his affairs, Jonas Winchester, the publisher of the New World, ever restless for expansion, had begun his own reprint of Blackwood's Magazine and the Edinburgh Review. He offered these for the unprecedentedly low price of $2.00 a year each, and if subscribers took the New World with its monthly supplements and Blackwood's, they could have the lot for $5.00. His reprint of Blackwood's 'was a quarto newspaper form very badly printed and utterly unfit to preserve. . . . Still its cheapness among a certain portion of Mason's [former] subscribers was sufficient to induce them to drop Mason's edition and take Winchester's.'

Thus when Scott and his partners took over Mason's reprint business their best-selling product, Blackwood's Magazine, was reduced to a circulation of about 1,200, thanks to the inroads of Wiley & Putnam and Jonas Winchester. One of the first things Scott did was to reduce the price of Blackwood's to $3.00. Wiley & Putnam had already brought their price down to $4.50. But even more threatening, Winchester considerably improved the appearance of his facsimile while still retaining the $2.00 price.

At this point Joseph Mason evidently secured the financial help of a new partner, Edmund B. Tuttle, and proceeded to break his agreement with Scott by importing periodicals from abroad. Instead of the original British format these were the cheaper 'colonial edition' which had recently been made available to the North American possessions. John Murray, for example, was willing to supply Mason with 100 copies of the Quarterly Review at 2s. each; the same terms on which he supplied the Montreal firm of Armour & Ramsay.

No doubt Wiley & Putnam resented British publishers supplying Mason & Tuttle with a somewhat cheaper edition on inferior paper but
they were left with no alternative but to lower the price on Blackwood's to $4.00. Mason & Tuttle reduced their price in turn to $3.00, and the familiar descending spiral of price-cutting set in. In the early months of 1844 New York City could offer four alternatives of Blackwood's: Winchester's reprint at $2.00; Scott's reprint at $3.00; Mason & Tuttle's import at $3.00; and Wiley & Putnam's import at $4.00.

It is scarcely surprising that this state of affairs could not continue long. Within six months Mason & Tuttle stopped importing British periodicals altogether and started an advertising agency. At about the same time Wiley & Putnam raised the price of their imported periodicals and gradually reduced their number, finding that this side of their business had ceased to prove very remunerative. Scott tenaciously held on, and in order to compete with the rapidity of Winchester's presses farmed out his reprints to four different printers. This lasted until the summer of 1844 when Winchester unexpectedly offered to sell his interest in the reprint of Blackwood's to Scott for $1,500. Six weeks after the transaction Scott discovered that Winchester was bankrupt. Had he suspected, Scott could have witnessed Winchester's downfall gratis.

During the years 1845-7 Scott found that he had the British periodicals trade virtually to himself, but there was much ground to make up in order to compensate for expenditures and losses of the previous few years. His momentary sense of triumph was then again upset by rumblings from a quarter completely unknown to him, and involved his most profitable reprint, Blackwood's Magazine. Two strangers, one a lawyer and the other an Episcopal priest, took him to task in the first decisive case involving copyright.

John Jay was a practising attorney in New York City. The grandson of the renowned diplomat and Supreme Court Justice, and the son of Judge William Jay, he was born in 1817 and after graduating from Columbia College was admitted to the Bar. While an undergraduate at Columbia he had acquired the reputation of a reformer, especially with regard to the issues of slavery and the Protestant Episcopal Church. His close friend and Rector of a church in Hartford, Connecticut, was a writer named Arthur Cleveland Coxe.

Coxe was born in 1818 and graduated twenty years later from the University of the City of New York. For a year or two he wrote poetry, succeeding especially with a volume entitled Christian Ballads which went through five printings between 1840 and 1845. Authorship as a career didn’t satisfy him, however, and in the early 1840s he entered General
Theological Seminary to become an Episcopal priest. Shortly thereafter he became Rector of St John's Church where he intended to combine parochial duties with occasional literary labour. One of his first projects stemmed from his respect for Blackwood's Magazine. He greatly admired this monthly journal and wished to establish some connection with it. Feeling that the publisher of Blackwood's should receive his rightful due, he determined to harass Leonard Scott for freely reprinting 'Maga'. Accordingly, he hit upon a plan whereby he could write a few articles for the magazine and at the same time render the Edinburgh publisher a signal service. In April 1846 he wrote to the firm suggesting a way to trap Scott.\(^5\)

Coxe offered to pose as an Englishman temporarily resident in America who would send Blackwood several articles describing what he saw in the new world for inclusion in the magazine. In due course these would be reprinted by Scott along with the rest of Blackwood's. Only then would Scott be informed that the articles by Coxe had been copyrighted in America and that he would be served with an injunction and liable for damages. Depending upon Scott's response, Blackwood could apply pressure in one of three ways, according to Coxe. The first would be to force an arrangement on Scott whereby he would have to pay for the privilege of reprinting the Magazine with Blackwood supplying him with advance sheets. If Scott did not agree to this, Blackwood could by-pass him entirely and appoint another agent to handle the authorized reprint. If this occurred, Coxe recommended that his own publisher in New York, Daniel Appleton, should be given the job. Appleton already had a good reputation for handling British publications of high quality and could either set up in type in New York as Scott did, or import stereotype plates from Edinburgh. Coxe showed a preference for Appleton over the other New York importer of British publications, Wiley & Putnam, because he felt the latter firm was too much associated with various Protestant groups and thus not sufficiently sympathetic with the conservative tone of 'Maga'. A third alternative was for either Scott or Appleton to import entire copies of the Edinburgh edition at a low enough rate to compete with other unauthorized reprints in the United States.\(^6\)

During the summer of 1846 Coxe discussed this project with his good friend, John Jay, but no provocative action was undertaken. In the meantime Blackwood seems to have acquiesced to the plan, acknowledging his confidence in Coxe's literary talent by publishing one of his articles in March 1847.\(^7\) By June preparations were under way to carry out the
copyright scheme. The article which was to become the test case left New York on 10 June, with Coxe not knowing in which issue of the magazine it would appear. He warned Jay to be ready at any time, however, to register the title, "Magazine in America", and to follow this by depositing the article itself with the Clerk of the Court. Both Coxe and Jay had studied the laws relating to copyright in the United States. They knew that the first step was to register the title page with the nearest United States District Court, in their case the Southern District Court of New York. Then, within three months they had to deposit the published version with the Clerk of the Court.

To be sure, there were uncertainties. What if Scott did not believe that the article was written by an Englishman resident in the United States? Must Coxe then divulge his anonymity which he was particularly anxious to maintain? He had warned Jay to tell no one, not even his wife, and although the secret was shared with a few intimate friends, he wanted no one else to know. Perhaps he felt it unbecoming for a parish priest to engineer such literary skulduggery. After all, when he had asked the Bishop of Connecticut to write a letter of introduction for him to Blackwood the previous year he had certainly not intimated his intentions. But his wish for secrecy also had its mischievous side. He rather relished his anonymity and privately delighted in the fact that no one would know that a Yankee had put one over not only on the readers of the Magazine, but also on Leonard Scott! More seriously, if Coxe pretended to be a resident alien, could he then convince Scott that he had a valid copyright? The law said either citizens or residents, and there was no indication as to what constituted residence. He did know of Capt. Marryat's attempt a decade before to secure copyright through temporary residence and the failure of that stratagem. Yet the law seemed plain: a resident was entitled to copyright. Thus Coxe felt secure as long as he did not have to be brought into personal negotiations with Scott.

There was another problem, though. Would Coxe be subject to a libel action for what he wrote about Scott in the forthcoming article? He had taken precaution not to identify Scott by name but rather as 'Reprint and Co.', but there could be little doubt as to who this was since Scott was the only one who published a facsimile of the Magazine. Jay assured Coxe that his statements were not libellous, and that he need not worry because Scott could not sue for libel on the basis of an article that he had willingly published. 18

Coxe's article was slated to appear in the October issue and as soon as
proof sheets arrived, Jay registered the title. That was on the twelfth. A few days of suspense ensued until a regular copy of the Magazine reached Scott. Then on 21 October Jay deposited a copy of the article itself with the Clerk of the District Court and before Scott had had time to reprint, Jay confronted him.

To muddy the waters a bit and keep Coxe out of the picture Jay saw to it that Coxe transferred the copyright of the article to Jay. Going one step further, so as not to seem the author himself, Jay re-assigned the copyright to a New York printer, William Van Norden. Van Norden paid the princely sum of $1 for the right to print as many copies as he wished above and beyond the fifty that Jay purchased from him. Van Norden also agreed to sue any infringement of the copyright, although Jay was to reimburse him for such legal expenses. Finally, he promised to yield the copyright to Jay or someone else upon demand.¹⁹

Scott proved to be surprisingly accommodating, and turned out not to be the reprint knave that Coxe had made him out to be in his article for Blackwood’s. Within a few days he capitulated to the extent of telling Jay that he was willing to pay Blackwood $200 for the privilege of receiving advance sheets and reprinting an authorized version. Jay apparently was not prepared for such a prompt acquiescence, and responded by saying that he was not authorized by Blackwood to conclude an agreement but he would forward Scott’s offer to Edinburgh. In the meantime, however, Scott wanted to get on with the reprinting of the October number of the magazine which had been suspended by Jay’s sudden intrusion. For the consideration of $20 Jay permitted Scott to go ahead, but made it clear that there would be another copyrighted article appearing in November and that he reserved the right to take Scott to court should negotiations break down. Since letters going by steamship across the Atlantic took about ten days, and it required several exchanges of correspondence before details could be worked out, Jay settled on a temporary accommodation: Jay agreed not to harass Scott for the issues of October, November and December, if Scott would pay $20 for each of the three issues, even if the December issue had no American copyrighted article.²⁰

So far Scott figured that his position remained intact. He had nothing to lose by being accommodating, and he had bought time by agreeing to negotiate with Blackwood. There was nothing to be gained by risking a court injunction which would force him not only to cease publication for a time but also to pay damages of $1 per printed sheet. Besides, he
conceived that Jay's position was not all that impregnable. What was to prevent him simply omitting any copyrighted article from a future issue, since all he need do to find out which one to leave out was to inspect the District Court's Registers which were open to the public.

Jay's counter to this was to label Scott's issue a facsimile of the Edinburgh periodical 'a lame and halting imitation' of what it claimed to be, subject to 'occasional mutilations'. He further stated that, if need be, Blackwood's would carry more American articles or even devote a whole issue to American writers. In other words, the Blackwoods were determined to put an end to unauthorized reprints whatever it would take.

Scott guessed that Jay was bluffing somewhat but he never knew quite how much. When he had time to consult his lawyer he presented a more sophisticated argument as to why Jay's tactics would not work. Had not Jay overlooked the fact that he had waited too long to deposit a copy of the article, since the Edinburgh edition had appeared in Britain prior to 21 October? Jay was prepared for this and cited a little-known court decision which held that an American could have his work printed and published abroad as long as a copy of the work was deposited with the District Court before the work appeared in America. Since Jay had deposited the copy before Scott reprinted the October issue, Jay seemed to be on firm ground. However, he took no chances with Coxe's next article for the November issue and had Van Norden's printed copy ready for deposit prior to its appearance in Edinburgh.\textsuperscript{21}

Besides using veiled threats, Jay kept hammering away at the advantages which Blackwood could offer Scott. The Edinburgh firm would provide him with advance sheets rather than his waiting for the published version to reach New York. He could hope to have the American edition in print more or less simultaneously with the British. He would have the satisfaction which comes from the enhanced respectability of being an authorized agent instead of a pirate. The only thing Scott would have to do was pay Blackwood more than $200 a year.

Scott saw no great advantage in being the exclusive agent for Blackwood's because no one else in the United States was publishing a facsimile, and those issues imported from Great Britain were more expensive than his reprint. Scott's real problem came more from the so-called 'eclectics' such as the Albion and Littell's Living Age. The latter was a particular threat since it came out weekly, selling for 12\textcent as compared with his own reprint which sold for 25\textcent, and it reprinted the choice articles not only from Blackwood's but also from other British reviews and magazines.
This galled Scott, especially as there was nothing which Blackwood or Jay could do to trap Littell in the way they had cornered him. It was not worth carrying a number of American copyrighted articles in ‘Maga’ on the off-chance that Littell would reprint one of them, and once it was known how Scott had been foiled, Littell and the others would keep close track of the District Court registrations.

Scott had one predicament that neither Jay nor Coxe nor Blackwood could gainsay: he was not making much money from his reprint and therefore could not make grandiose payments to Blackwood. Coxe and Jay had predicated much of their reasoning on the large sales and handsome returns that they supposed Scott would make. In his first article for Blackwood, Coxe placed the likely circulation of the American reprint at 10,000 copies. Eventually they had to face up to the sobering fact that only about 4,250 copies were printed and that no profit accrued until the first 3,000 were disposed of.

As negotiations progressed, Jay, Coxe and Blackwood became persuaded that Scott wanted to come to an honest compromise. His candour concerning his firm’s ledgers and accounts was remarkable. In a letter to Blackwood he set forth all his printing and binding expenses: on the basis of 3,000 copies it cost him about $335-40 per issue, or about 11 1/2 cents per copy. Thus, with an average monthly printing and binding outlay of $336, his yearly publication costs amounted to $4,032. Adding to this his fixed costs of rent, salaries, advertising, carriage, etc., at $700, his expenses totalled $4,732.

As to income, 300 copies of the first 3,000 printed were gifts and exchange copies given to editors of other journals and newspapers. A further 100 copies had to be written off as dead stock. Therefore, of the original 3,000, only 2,600 would bring in revenue from subscriptions. Complicating the picture further, there were two subscription rates: $3.00 for those who took only Blackwood’s Magazine, and $10.00 for those who received Blackwood’s plus the reprints of four other British journals. From the first group, Scott derived $5,700 from about 1,900 subscriptions; from the second, $1,400, with 700 subscriptions. Thus, total gross sales of 2,600 copies amounted to $7,100. When the usual trade discount of one-third off the subscription price was figured in, it left a net return on sales of $4,733.34, or about 15 cents per copy. This then was Scott’s break-even point, with costs amounting to $4,732, with an income of $4,733. Consequently, only beyond the first 3,000 copies would he begin to make a profit. Then, for every copy over 3,000 he had to pay
for press work, paper, covers and stitching, which he estimated cost \( \frac{8}{2} \) per copy, leaving a clear profit of only \( \frac{6}{3} \) each. As Scott usually printed 4,250 copies each month, he figured his profit on only the last 1,250. Thus he made slightly over \$80\) a month or about \$1,000\) a year. Of this he was prepared to pay Blackwood a quarter, either in the form of a royalty on copies sold above 3,000, or outright payment of \$250\) annually.

Jay suggested that Scott raise subscription rates to \$4.00\) per annum in order to increase profits, but Scott doubted that this would work, since such a rate had been charged prior to 1843 and had only attracted about 2,000 subscribers. Jay also recommended that Scott might effect some saving by importing stereotype plates from Edinburgh rather than setting type in New York. Scott was perfectly willing to consider this alternative but pointed out that it would necessitate not only an extra set of plates but also paying duty and freight from Edinburgh to New York. Importing the finished copies from Britain might cut costs but Scott questioned whether Blackwood could supply them cheaply enough to compete in the American market. Furthermore, as Scott took special pride in the quality of his reprint as well as the paper he used, he wondered if Blackwood wouldn’t be forced into using inferior paper in order to bring down the price.

In addition to everything else there was a tariff on imported books and journals to be reckoned with. Works which had already been reprinted in the United States were subject to a duty of 20 per cent. As far as Blackwood’s Magazine was concerned, if no one else reprinted before Scott imported it, the duty was 10 per cent of the trade or wholesale price on each copy. To Blackwood’s trade price in Britain of \(2s.\) per copy had to be added the import duty of \(5\frac{1}{2}\) plus the cost of printing extra copies in Edinburgh and shipping them to New York. Scott’s trade price was only \(16\frac{1}{2}d.\) or \(8d.\) and consequently it seemed obvious to him that resetting type in New York was the better course.

Admittedly disappointed by the realization that Scott’s profits were modest and that there would be no great windfall, the Edinburgh publishers nevertheless instructed Jay to secure the best agreement he could, and for this purpose issued him with a Power of Attorney.

For a brief moment Blackwood wondered whether Scott might be playing him false because of a difference in the way each calculated composing costs. Jay was asked to clarify Scott’s estimates which had been based on a rate of \(40\frac{1}{2}\) per thousand ‘ems’ (i.e. the space taken up by the
letter 'm'), because a journeyman printer in Britain who was familiar with the New York scale of composing charges claimed that the usual charge was from 10 to 14¢ per thousand, depending on whether the text was handwritten or printed. The explanation was that American compositors based their charges on 'ems' whereas the British did so on 'ens', the latter obviously using less space. Furthermore journeyman printers in New York received only 25¢ per thousand 'ems' whereas master printers got 40¢.

Jay verified these charges by comparing them with those of Wiley & Putnam, and being satisfied negotiated a formal agreement with Scott which was duly signed on 30 December 1847. The two main points concerned the payment which Scott would make to Blackwood and the duration of the agreement. Blackwood, counselled by Coxe, wanted a one-year contract only, so that some other arrangement could be made if circumstances proved disadvantageous. Scott, on the other hand, wanted from three to six years so that he had some long-term assurance to continue his reprint. They compromised at two years, 1848 and 1849, with provision for either termination or renewal. Scott agreed to make an annual payment of $300, and Jay, on behalf of the Blackwoods, promised not to prosecute Scott for any violation of American copyrighted articles during the course of the agreement.

Gradually it became known throughout the trade that Scott had ceased his pirating and become legitimate. Coxe outlined the way it came about in his facetious article on 'American Copyright' for the November number of Blackwood's. However, it became official in an announcement by Blackwood in the January 1848 issue, which Scott confirmed by inserting a special announcement into his reprint for that month. Scott related that he would be turning over a portion of his profits to the Edinburgh firm in return for early sheets, and asked other 'republishers' to refrain henceforth from printing articles from Blackwood's. 'This is a courtesy which has generally been observed by the trade when the foreign author of a book is known to have an interest in its republication, and we trust that it will not be overlooked in the case of a periodical republished under similar circumstances.'

For a time it looked as though Scott might not be pirated by others in America, and so in March 1848 he suggested to Jay that he would not copyright American articles for the time being, as this tended to provoke opposition from the other reprinters. 'We now appeal to their sense of justice and to the usages of the trade, and we have reason to believe that
the appeal is having its effect in the proper quarters.’ However, by the beginning of May it became clear that Littell was prepared to help himself to whatever he wanted of Blackwood’s – the age-old story of honour among thieves until it suits them otherwise – and Scott could do nothing about it.28

In the months and years to come Scott continued reprinting an authorized edition of ‘Maga’, paying Blackwood $300 a year. When the initial two-year agreement came to an end, another was negotiated but with no cut-off point and each reserved the right to cancel.29 Once an opening wedge had been made by Coxe, Jay and Blackwood, other publishers of British periodicals sought similar arrangements with Scott. The first to act was John Chapman of London.

Besides being publisher of the Westminster Review, Chapman was a major importer and publisher of American books. He was thus naturally in close touch with the American literary scene. In 1851 he decided to authorize a reprint of the Review in America, although Jay cautioned him ‘not to anticipate from this source any but the most trifling income’.30 Jay based this warning in part on the relatively small number of subscribers to reprints of British periodicals, and pointed out that Scott’s sales had declined in recent years: ‘in consequence of the fatal rivalry of eclectic magazines, such as Harper’s and the International, professing to give choice selections from all the British miscellanies and quarterlies and in addition a current history of the times, political, literary and scientific in both hemispheres.’ Apparently such eclectics were ‘preferred by numerous readers to any single reprint of a foreign review’. Harper’s Monthly Magazine, although only about a year old, was said to be printing over 10,000 copies, and Jay knew that the Westminster could not hope for more than several thousand subscribers. If, under these circumstances, Chapman still wanted Jay to instigate formal negotiations with Scott to produce an American reprint, Jay agreed to proceed.31

Meanwhile, Chapman seems to have tried the same tactic on Scott as Blackwood had done: find an American contributor who was willing to write for the Westminster and thus secure a copyright in America. He thus proceeded to instruct Jay to register such articles and he agreed to send copies of the Review printed in London for sale in the United States. The first article appeared in January 1852 and dealt with American literature.

Before Jay could conclude an arrangement between Chapman and Scott the situation was further complicated by the Eclectic Magazine
reprinting one of the supposed copyright articles from the *Westminster*. A warning notice had not been inserted, and so Jay was inclined not to confront the *Eclectic* but instead hasten negotiations with Scott; his reasoning being that once Scott was known to be the authorized reprinter, at least some of the other journals would respect his claim.

By mid-March Jay was able to announce that all was well. Scott agreed to pay Chapman $100 for each quarterly issue of the *Westminster*, which amounted to more than Scott paid Blackwood. There was no indication why this was the case, but it may have been because the quarterly issues of the *Westminster* contained fewer aggregate pages than the monthly issues of *Blackwood’s*, making Scott’s printing costs lower.32

By 1853 John Jay was less active as an intermediary between Scott and the British publishers, and his place was gradually filled by Henry Stevens of Vermont. Since the late 1840s, Stevens had established himself in London as an importer and exporter of books. Most of the leading American book collectors and librarians were his customers. Thus it was not surprising that he included among his shipments to the United States copies of the latest British periodicals.

For a time Leonard Scott and Henry Stevens seemed to be working at cross purposes. By the autumn of 1853, however, Stevens had managed to negotiate an arrangement which seemed satisfactory to all parties.33 To Scott he explained the details concerning not only *Blackwood’s* and the *Westminster* but also the *Quarterly Review*, the *Edinburgh Review*, and the *North British Review*.

The publishers of the five periodicals, which you reprint, have all at last, I believe, concluded to accept your proposition for continuing the reprints, and I doubt not that all of them except Mr. Murray and Messrs. Longman have written you in accordance.

Your proposition was to give each of the publishers $500 a year for early sheets and the permission to reprint, etc. and also to give me $500 a year. This matter involves an entirely new arrangement between the publishers and myself, yet after weighing everything I have concluded to accept your offer. . . .

I am authorized by Murray and Longman to inform you that they will supply you through me with early sheets to be sent by post.

Stevens concluded by lamenting the fact that Murray and Longman still insisted that he take one hundred copies of their London editions and export them to America. Nevertheless, he was sure that these copies of
the Quarterly Review and the Edinburgh Review would not interfere with Scott's cheaper reprints.

Thus, by the beginning of 1854 Leonard Scott was the 'authorized' reprinter of the five major British periodicals. The transition from piracy to respectability had taken only six years, and no one in America was in a position to dispute his pre-eminence.

Ever since Scott's co-operation with Blackwood was publicly avowed in January 1848, the name of John Jay was linked with the proceedings as Blackwood's attorney. Anyone wishing to know more about this arrangement or to be put in touch with the Blackwoods went through Jay. Always in the background, however, was the shadowy figure of the man who started the whole thing by writing articles for 'Maga' – Arthur Cleveland Coxe. Not even Scott was allowed to know his identity. Coxe insisted on this, and yet his attitude to the whole affair and his involvement in it changed substantially as time went on. As Jay became more emotionally committed to the enterprise as well as being its public spokesman, Coxe withdrew increasingly into his rectory and parish for reasons which perhaps were very much bound up in his motives for launching the experiment.

Coxe had literary talents and wanted to demonstrate them, if not to the public at large then at least to his intimate friends. He had an inordinate fondness and respect for 'Maga' dating back to his adolescence, and shared the religious and political conservatism of the Blackwoods. It undoubtedly appealed to him to link his pen, if not his name, to the journal. At first all went well, as his articles were accepted and paid for by Blackwood, and he had the satisfaction of knowing he had outwitted one of the leading literary pirates. He thought it enormously amusing that an American reprinter could be trapped in the pages of the Magazine by means of the very articles that the offending New York publisher himself printed! But Scott turned out to be too co-operative and too forthright; the potential loser by the arrangement with Blackwoods. It didn’t take long for Coxe to feel pangs of conscience for the outlandish caricature that he had drawn of Scott in the pages of Blackwood's. To put things right became a dilemma: he could not apologize directly to Scott because that would give away his identity. Perhaps he could write something for the Magazine which would inform the readers of the honourable way in which Scott negotiated for the authorized reprint. Months dragged on and he grew ever weary of the task of an official if veiled apology. In April 1848 it was still a 'duty'; by August, 'I hate that Godfrey business so heartily that I don’t
dare finish my letter though I could do it in a few hours.' Apparently he never did.

Other things troubled Coxe besides a guilty conscience. He found he just didn’t have the time to be an unofficial American contributor to Blackwood’s though the Edinburgh firm seemed quite prepared to publish his articles. His parochial duties were many; he was busy raising a family; and the glamour began to pale. After the two articles on copyright in October and November 1847, he published five others between March 1848 and May 1849, but thereafter did not appear in ‘Maga’.

Long before he wrote his last article other sources of irritation arose. He began to realize that he might have to share the honours with other American authors who wished to appear in the distinguished pages of the Edinburgh monthly. As early as November 1847, well before a final agreement was worked out between Blackwood and Scott, this happened. Coxe wrote to Jay:

On thinking over Bristed’s offer of a contribution, I think you had better decline the responsibility of introducing him, or anybody else as a contributor. I don’t want to appear as if connected with a clique, or with any other writer at all; and it is much for our dignity and our pleasure too, to let no one into our affairs at all. There will be a great rush for Maga’s favour; and let them that desire it succeed.

Jay, however, felt obliged to transmit Bristed’s article to Blackwood since he was the publisher’s agent. Rather than providing a standard letter of introduction he merely forwarded Bristed’s article to Blackwood without explanation. Unwittingly he also enclosed a letter from Coxe in the same parcel and since the Bristed article was anonymous, it was assumed to have been written by Coxe. The article dealt with American periodical literature and appeared in January 1848. Coxe received proof sheets and later payment, Blackwood thinking it was his. To Jay he wrote: ‘Do pray undeceive them and get them to keep him [Bristed] out, in future’, and characterized the article as ‘a poor, shabby thing’.

Coxe and Jay gradually came to consider their partnership a closed corporation, and warned Blackwood against indiscriminately accepting articles by Americans. In all likelihood Blackwood probably would not have taken the Bristed article had he known, as he was anxious to be highly selective.

Your advice to be on our guard against a deluge of Yankee contributions is excellent. We are fully alive of the possibility of a storm of MSS. from the States. We always pay particular attention to keeping the general tone of
the Magazine uniform, and it was the complete Buchanan spirit in which you wrote, that first satisfied us that you would make an excellent contributor.

In March 1848 Coxe advised Jay,

I hope, if you agree with me, that you will tell him [Blackwood], you are adverse to having any new contributor at present: and that every additional American contributor will detract so much from the charm of Maga, in American eyes. That is my conviction... the fewer the better; and none should come in but men with whom we would like to associate as friends.

Coxe harped on this theme of exclusiveness relentlessly. He hesitated to see Blackwood take on too many American contributors; personally he intended to write only occasionally, but he feared 'Maga' might lose its distinctive 'charm' and 'its preeminently British character'. 'It is on this account, that I always write with an assumed John Bullism.' He could think of only two or three American writers, 'the Danas, for instance', and Charles Fenno Hoffman who could 'naturally fall into the "Buchanan" tone and style of light writing and thinking'.

A little later a slightly political note crept into his argument. America needed a magazine like Blackwood's. 'I want the other [the conservative] side to get fairly before our Yankee public, through this means. All the nonsense about "Egalité - liberté" will come to nothing; and thinking men will settle down upon the views and principles of Burke, as they will now be expressed and expounded in Maga.'

During the course of 1848 and the immediate years thereafter, Jay found himself in the position of having to function as Blackwood's agent and therefore obliged to transmit those articles placed in his keeping. These only amounted to a few, and of course it was always up to Blackwood to decide whether or not to publish them.

In view of Coxe's concern that American writers did not 'deluge' Blackwood with contributions, it is particularly ironic to come across a letter from Blackwood to Jay in May 1852 asking whether Coxe might be prevailed upon to write for 'Maga' again as so few manuscripts had been forthcoming from America. Two years later, during the summer of 1854, Blackwood asked Jay to secure an article by an American on the Crimean War. Jay asked several authors, but without success; few men in New York, he observed ruefully, had the leisure to write. His implication was clear: America had not bothered to cultivate her men of letters and had not made any effort to provide them with international copyright protection, without which few could make a living from writing.35