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Something to Think About -- Losing the Past!

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Book Reviews — Monographic Musings

Column Editor: **Debbie Vaughn** (College of Charleston) <vaughnd@cofc.edu>

Column Editor's Note: Several months following the *First Annual Charleston Conference*, the royal wedding uniting **Prince Charles** and **Lady Diana Spencer** was watched by hundreds of millions of people around the globe. Twenty-eight years have brought significant changes to the British royal landscape (the birth of two princes, the separation and divorce of the heir to the throne, and the tragic death of **Princess Diana**), yet the *Charleston Conference* is still the premier gathering of librarians, publishers, and vendors. While celebrating the success of *Katina's* magnificent conference, check out *Monographic Musings* newcomer **Elaine Robbin's** review of *Diana, Princess of Wales: A Biography*. A part of the *Greenwood Biographies* series, this book joins the line-up of biographies aimed at student researchers that includes subjects from *Langston Hughes* to *Billie Holiday* to *The Notorious B.I.G.*

Born and raised in Charleston, **Elaine** received her MLIS from the *University of South Carolina*. After working at the *Addlestone Library* at the *College of Charleston*, she became a Reference and Instruction Librarian at *The Citadel* where she enjoys the unique environment and the challenge of teaching cadets. A hearty welcome to **Elaine**; and happy reading, everyone! — **DV**

Gitlin, Martin. *Diana, Princess of Wales: A Biography*. Greenwood Biographies. Westport, CT: Greenwood, 2008. 9780313348792. 160 pages. \$35.00.

Reviewed by **Elaine M. Robbins** (Reference and Instruction Librarian, The Citadel)
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The fascination with one of the world's most photographed, most written about and most media-pursued women is the subject of **Martin Gitlin's** book *Diana, Princess of Wales: A Biography*. Published by **Greenwood Press** and released in hardback April 2008, this 160-page biography tells the story of a child, a young lady, a mother, and eventually an adult woman who grew up in a world of her own contradictions. According to **Gitlin**, she had royal family connections through her family members and through childhood friends (she grew up socially with many members of England's royal family and even knew **Prince Charles** years before they connected romantically); however, she felt

awkward and stifled in the presence of the **Queen** and during many royal appearances as the **Princess of Wales**. According to the biography, **Diana** craved the attention of the media, but resented it when they portrayed her negatively or when her privacy was invaded. In addition, the book depicts the young princess as a humanitarian and one who selflessly participated in charitable endeavors such as visiting AIDS patients and victims of landmines. Subsequently, **Gitlin** also suggests that **Diana** may have used these charitable opportunities to satiate her own desire to be needed and adored.

While the intended audience for this book seemingly is middle- or high-school students, portions of the text make bold statements about **Diana's** character that alter (or perhaps enhance) the reader's perception of the **Princess** with neither a scholarly nor objective foundation. For example, **Gitlin** writes, "at an event at the Royal Opera House at Convent Garden two months later, **Diana** tried to spice up her relationship with **Charles** by slipping into a slinky white satin dress and dancing seductively for him" (**Gitlin** 67). While possibly a simple, unthreatening statement, it initially evokes an impression of the **Princess of Wales** as a desperate woman using her sex appeal to impress her husband. The reaction that **Prince Charles** offers is one of embarrassment and indifference. The way the section is written, the reader can almost see **Diana** walk away humiliated and pouting. Is that the way **Diana** was feeling? Is that the reason she wore that dress; and, were those her intentions? Accepting all of these types of assumptions that the author has presented leads the reader confused as to what type of person was she: a self-serving, insecure woman; or, a selfless, confident philanthropist and "fashionista?" Perhaps presenting the life story, the facts, and the background of this iconic figure without

presenting some of these minor but exponentially persuasive items would have created a more convincing read. The details presented in the book are intricate and impressive. There are many names to keep track of, but all figures influenced **Diana** in some way; arguably, **Diana** was an impressionable woman. 🐼

Something to Think About — Losing the Past!

Column Editor: **Mary E. (Tinker) Massey** (Serials Librarian, Embry-Riddle Aeronautical University, Jack R. Hunt Library)
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Some days are worth grieving. Deep in our Special Collections are hidden plastic boxes of aged materials. Each day I edge into the compact storage area to find trails of older titles that originated in the airplane factories of the thirties and forties. Some of the paper is better quality and survives well, while some has turned to brown and is crumbling more each day. I don white cotton gloves and mask, and slowly unfold the pages of each issue until they are flat. I look for bibliographic information: dates, volumes, issue numbers, and the publisher matter so important to a serials cataloger. As I search, the notes increase about supplements,

erratic numbering or dates, the inventory of the almost complete volumes. Creating a new bibliographic record on **OCLC** is the sweet victory of a morning's investigation. As the forensic pathologist finds anomalies so interesting, so I crave the excitement of descriptive innuendos. It is the duty of a cataloger to describe appropriately the information before you, but there is more...much more. Reading the material makes me wonder what the world would be without the resources we acquire, organize, describe and protect. It's not just ink on some old paper! It is history and culture...the answers as to why and how we function in the world. Last week, I ran across information from California that describes **Amelia**

Earhart's new plane waiting for her at one of the factories. Another newsletter described how a young factory worker, now in the **Air Force**, was shot down in Europe, and how factory workers in England were able to use a shortwave radio to contact his wife working in his place, and have them talk via radio messages to console each other. Another Midwestern paper was very adamant about training and working their first women in the factory on a trial basis. They were preparing for a possible mass enlistment of its men workers in the future. (Very prophetic for a December 5, 1941 article.) We are able to understand the cultural history of the times through these documents. They were not published to be an archive of information for later generations,

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of the grant may be effected notwithstanding any agreement to the contrary.” 17 U.S.C. § 304(c)(5).

This is the inalienable right idea.

The Second Circuit said don't read this too broadly.

Steinbeck heirs cited *Marvel Characters, Inc. v. Simon*, 310 F.3d 280 (2d Cir. 2002) in which the author was “coerced” into recharacterizing an existing work as one “made for hire.” The after-the-fact relabeling eliminated an author's termination right, and this was an example of the “agreement to the contrary” the *Act* proscribed.

True, but the 1994 contract terminated and superseded the 1938 one and also eliminated the termination rights under the 1938 one. See *Milne v. Stephen Slesinger, Inc.*, 430 F.3d 1036, 1046 (9th Cir. 2005)(post-1978 agreement superseding pre-1978 agreement was of “the type expressly contemplated and endorsed by Congress” because heirs could renegotiate with full knowledge of market value of the works), *cert. denied*, 548 U.S. 904 (2006).

The *Act* does not suggest the author of heirs should have more than one shot at renegotiation. Elaine used and exhausted the single opportunity. See *Milne*, 430 F.3d at 1046.

This is not too terribly hard to follow. What presents a difficulty is the Marvel case. A dispute between Simon and Marvel erupted over who created Captain America. This resulted in litigation and Simon agreeing to a settlement in which he acknowledged it as a work for hire.

No one had greater bargaining power. They were each represented by counsel. Simon could have gone to trial, but he chose to settle. There was no “coercion” in it.

I could see the result of “agreement to the contrary” if he had been clinging to a wretched job as cartoonist and agreed to give up his copyright in previously published work to keep his paycheck coming.

The case turns on equitable estoppel which is too weighty a topic for us to tackle at this point. 🐼

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but a way to convince people they were working for a team in the factories with a focused goal and a greater team, the USA with a far bigger picture of the world. Articles on inter-factory sports, new designs, plane part improvements, families, awards, deaths, imprisonments, testing successes and much more were the heart and soul of the papers and a

Questions & Answers — Copyright Column

Column Editor: **Laura N. Gasaway** (Associate Dean for Academic Affairs, University of North Carolina-Chapel Hill School of Law, Chapel Hill, NC 27599; Phone: 919-962-2295; Fax: 919-962-1193) <laura_gasaway@unc.edu>
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QUESTION: *A new faculty member at a state college (A) wants to place several articles on reserve in the library for her class. She accessed these articles through full-text databases at the library of the major state university (B) where she is enrolled as a graduate student. The faculty member has asked if she can send a PDF from (B)'s databases to the library staff at (A) to be placed on e-reserve. In the alternative, may she make paper copies that could then be scanned for e-reserve as long as she signs (A)'s agreement to seek copyright permission?*

ANSWER: This database of full-text articles are licensed to (B), and the use is probably restricted to (B)'s own faculty, staff and students. Although (A)'s new faculty member is also a student at (B), and therefore has access as a student for her own research and study, duplicating the articles in any format and putting them on either print or e-reserve at (A) likely is infringement. There is some possibility that (A), as an institution in the state system, is covered under the same license agreement, but not definitely so. This is a matter of contract law rather than of copyright. Whether the faculty member makes paper copies from the database or sends a PDF file, the issue is the same. The copying to put articles on reserve in another institution likely violates the (B)'s database license agreement.

QUESTION: *How long are libraries required to keep interlibrary loan paperwork? What must be retained? Lending records, borrowing records, what the library has charged or paid?*

ANSWER: Libraries are not required to retain ILL records by law, but Congress appointed a commission (CONTU) to develop ILL guidelines. The CONTU guidelines received serious support from Congress and were published in the Conference Report that accompanied the 1976 Copy-

right Act. The guidelines require that borrowing libraries retain records of titles borrowed for three calendar years. The records need be only by titles requested within each of the three calendar years. There is no requirement to keep payment or charge records.

QUESTION: *A teacher wants to use photographs and other material in a professional presentation for which he is not being paid. Is this the same as an “educational” presentation since it is an employment enhancing activity?*

ANSWER: The Copyright Act does not automatically exempt even educational presentations. The fair use exception sometimes permits use in a nonprofit educational institution for instruction, but not always. Section 110(1) covers classroom performances and displays which is a limitation on the exclusive rights of the copyright holder. Professional presentations may or may not be fair use, but they are not the same as use in a nonprofit educational institution and do not qualify under 110(1). If the presentation is live and no copies are distributed of the images, etc., it may be fair use, but not definitely. Often speakers use images without permission for such presentations and assume that they are fair use, which they may be. If the presentation is to be placed on a Website, then the presenter should remove the copyrighted works or seek permission to use the photographs and other materials.

QUESTION: *A librarian found my “When Works Pass into the Public Domain” chart reproduced on a Website dated 1998 (www.unc.edu/~uncclng/public-d.htm) and asks the following. The chart states that works published before 1923 are now in the public domain. (1) Does it mean that now, in 2008, one can count that date as 1933? (2) If something is published before this date and then the copyright is renewed, does the renewal apply only to publications since the copyright renewal? For example, a U.S. publication dated 1906, is it public domain even if later publications have a renewed copyright notice in them?*

ANSWER: (1) No, it is still 1923 for works first published in the U.S. It will be the end of 2018 before the works from 1923 enter the public domain. (2) The 1906 work is public domain. Even if the 1906 work were renewed for copyright, it would have received only an additional 28 years, so the first term would have expired in 1934. The renewal of 28 years would have expired in 1962, so it is now in the public domain. If new editions of the original 1906 work are published, only the new material gets a new copyright date, and the term for that new material is measured from the publication date of new edition. 🐼

remembrance now of tougher times. When I read the material, I do not believe there is much difference in today's misery, but I can also see some of the equality and diversity changes that have occurred and wonder if we need to be more proactive in saving this material. I'm dreaming and working toward an eventual grant project to preserve this material on film and digitally. Do you have some resources of your own that are so precious you would grieve at their loss? Is it worth thinking about a way to save it? I believe that gives us all something to think about! 🐼