

# MY BASTARD DICTIONARY

stolen by Random House

I woke up one morning recently to discover I had authored a book I hadn't even dreamed of writing. There it was on the Net under the title *Everyday Diction*. Random House had published it under its Three Rivers Press imprint and it was being sold by retailers all over the U.S. including Amazon.com.

It looked like a forced career change for me after 43 years as a lexicographer of Canadian and American English dictionaries.

I was flabbergasted but also intrigued. Was I the victim of an identity theft? I quickly googled my name (about 2,980 hits), then used all the Boolean logic I could muster to search for any other books I might have authored. No, that seemed to be it.

*Everyday Diction* was not available in libraries and bookstores. So I ordered a copy from Amazon.com. It was shipped from International Books of Baltimore, MD. I ripped open the parcel in excitement and hey, presto, it was a used copy of my 1982 work, *The New York Times Everyday Dictionary*, published by Times Books under an author-publisher agreement.

The book had been declared out of print in 1985 and remaindered without my knowledge. The contract provided for the author to be given a chance to purchase the remaining printed copies plus the printing plates and other publishing paraphernalia.

Passing off a dictionary as a book about diction was like bastardizing a legitimate child. People wanting to improve their diction might order this short, sweet, sexy title put out by one of the world's greatest book publishers, find they had been cheated, and return the book to the retailer who would then sell it back to other unsuspecting word lovers. The copy I received was so worn out it couldn't have been a newly remaindered book (not after 25 years!) or a fresh copy of my 1982 dictionary reprinted from the old plates.

Lawyers advised that going to court could cost me my net worth and more. I was in a fix.

I was reminded of what happened earlier to the same intellectual property when it was under negotiation with Times Books. Their acquiring editor argued that, in return for the privilege of using the newspaper's name, the dictionary should be copyrighted for the New York Times Company. I let the matter pass thinking it a mere formality. After all, I was getting a respectable advance on royalties and a 12-page author-publisher agreement.

However, in 1990 when I started compiling my *User's® Webster Dictionary*, I happened to check the registration of my earlier American dictionary. I was shocked to see in the records of the U.S. Copyright Office that it had been registered as a "work made for hire," with The New York Times Company as "author." Legally, this means I had written

the book as a hired hand of the publisher and I had no ownership rights to my work. The contract became just a piece of paper.

I have another contract to prove how it all happened. The book was compiled between 1976 and 1979 for G. P. Putnam and Berkley Books. When management changed at Putnam-Berkley, the new bosses let go of the old executives and axed some of the properties they had acquired, including my dictionary which was ready to go to press. They compensated me for changing their mind and I was free to take my dictionary to Times Books where its former editor had found a job.

In short, I never had any communication with Times Books till negotiations started with them in 1979, let alone accepting any money or other consideration as payment for compiling my work.

When I protested to the New York Times Company about this sleight of hand, their legal department viewed it as a fait accompli and merely assigned the dictionary back to me without changing the copyright registration. Again, I let a sleeping dog lie.

Come to think of it, what have I lost? I learned to speak and write English at age 10 in my native India, nurtured it as my first language for well over 70 years, and have just produced an innovative new dictionary as a labour of love and the culmination of my career.

As for the money-makers, it is small potatoes they have gained. They got \$2.90 for the bastard publication they sold me. Amazon.com collected a hefty \$9.98 for shipping and handling.

And I am trying to take care of the love of my life, hoping that it works, by carrying on every page of it a half-line of fine print that reads: © 2008, T. M. Paikeday, *User's® Webster*.

## NOTES

1. I wrote on 21 Feb. 08 to Random House c.e.o. Peter Olson about my discovery. His legal department (which had the first look at this article) is indifferent to the legal and moral aspects of what they have done. No question of right and wrong here. No offer to cease and desist from using my name to promote their phoney publication. No offer to pay (all or part) of the \$2,500 fine provided for by section 409 of 17 USC §506(e) and mentioned on the copyright registration form for false representation of a material fact. A Cornell Law School publication includes this among "criminal offenses."

2. Min Jung Lee, Asst. General Counsel of Random House, makes the following points in her response to my letter to Peter Olson and ensuing correspondence. Whatever I consider pointless has been omitted. Originals of our correspondence are available to bona fide inquirers.

(a) Random House has not reprinted or sold *The New York Times Everyday Dictionary* since it went out of print in 1984 (letter, 8 Mar. 08).

(b) Random House was not responsible for titling the book *Everyday Diction*. Times Books did it. . . . Please send further questions directly to me [Min Lee] instead of the publishers of Times Books and Three River Press. . . . Because of the statute of limitations, royalty advances remaining unearned, etc., no compensation is due for anything Random House, Times Books, and Three Rivers Press have done [which includes fraudulent copyright registration, violation of author-publisher contract, use of my name as author of *Everyday Diction* without my knowledge or consent, etc.] (letter, 4 Apr. 08).

3. As I need hardly add, it was the publisher who priced the book out of the market, consequently killed it, and then declared it out of print. Both Times Books and Three Rivers Press are imprints of Random House. So Random House cannot say, We didn't do it. By the way, neither Times Books nor Three Rivers Press has said one word in response to my letters, apparently because that is Min Lee's job.

4. “**The** copies you are currently seeing in the marketplace (including those referenced in the ‘Google’ hits you sent me) are copies that were sold by Random House/Times Books over 20 years ago and are now being re-sold by third parties. . . . Again, I am truly sorry that your book was re-titled by Times Books without your permission.” (Min Lee, email, 22 April 2008).

5. I emailed back the same day : “Since it is Random House that sold my name (attached to a phoney title) into the hands of the retailers, I think you have a legal obligation to demand that they stop using my name.” [end of correspondence]

6. The Berne Convention, Article 6 (Moral Rights), states: "Independently of the author's economic rights, and even after the transfer of the said rights, the author shall have the right to . . . object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the said work, which would be prejudicial to his honor or reputation."

7. “If authorship of a work is attributed to an author against [his] will, or misattributed, the author may have a state action for defamation against the person responsible for the attribution.” (“Moral Rights Basics” by Betsy Rosenblatt, Harvard Law School, 1998).