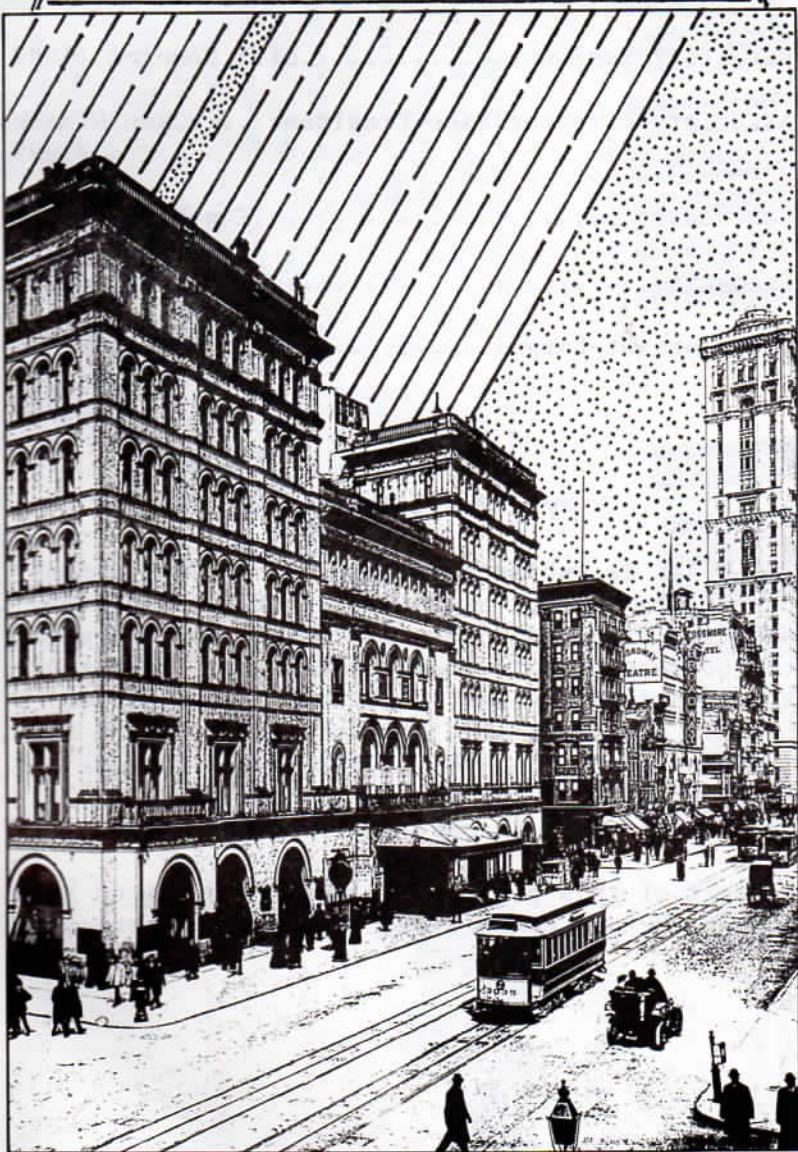


# 30 SPARK



Editor.....Chris Halla

WSAH Officers/Office Term

Director/President.....Bill Cameron (1989)

Associate Director/Vice President.....Ken Nimocks  
(1989)

Secretary.....Ken Knauf (1989)

Treasurer.....Bob Gary (1989)

Directors-at-Large.....Matt Joseph (1990)  
Gene Wendt (1989)  
Phil Hall (1988)

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EDITORIAL NOTES

Warm weather. A wonderful thing. Sunshine. Song birds. Leafy trees. Cold beer. Sandy beaches. Green grass. The list seems to go ever on. As wonderful as all the changing seasons are, there is still something most wonderful about late spring and early summer when our portion of the planet turns technicolor. For people in every part of auto hobby, the world comes alive. Convertibles blast the Beach Boys from rear seat speakers. The delicious aroma of hamburgers, bratwurst and hot dogs cooked over outdoor fires hangs on air. Vacation calendars fill with inky reminders.

Amidst all this, somehow, the SPARK must be made to appear. And so it does ....

Highlighting this issue is the complete dope on copyright for writers (from an upcoming book by Gary Busha and your editor) and the often requested list of Wisconsin built vehicles. A warning on the latter: There are a few inaccuracies. Some years ago, when this list was first compiled, we invited additions, deletions and corrections. And we got them. A number of them. Problem is we never did update the list, and in the transfer from one person to another, to another, to another, and so on, those valuable additions, deletions and corrections got lost. So, your help is needed. As you read through the list of Wisconsin built vehicles, please note any changes you feel are necessary. But don't guess! We need the facts to make this list as complete and accurate as possible.

Even though we're only running the vehicle name, city of manufacture and years in production here,

additional comments on the vehicles listed (and others) are welcome. When all items are in the list will be updated in print for all WSAH members and other interested parties.

\* \* \*

For those who may have noticed that the Editorial Board was dropped from this issue's masthead, it is being reevaluated and will probably be reactivated sometime this summer. Anyone wishing the comment on the board and what its duties should be is invited to write Matt Joseph at 7728 Martinsville Road, Route 1, Cross Plains, WI 53528.

\* \* \*

As we've said before, you're among friends who are interested in what you're thinking. Consider sending in your thoughts on the automobile, history, writing, publishing or whatever. We're anxious to hear from you.

Chris Halla



## WSAH ANNUAL MEETING

The WSAH Annual Meeting was held March 14, 1987 as members were once again hosted by Brooks Stevens at his museum in Mequon. Keep an eye on future SPARKs for highlights of Stevens' presentation.

An "emergency" WSAH election was also held in Mequon. In the past, elections have been done by mail and at meetings. This year it was deemed desirable to do it at the mid-winter meeting because all current terms had lapsed and several appointments to fill vacancies caused by leaving the state had resulted in considerable confusion as to who held what office. Results of the election were as follows:

Director/President.....Bill Cameron (1989)  
Associate Director/VP....Ken Nimocks (1989)  
Secretary/Publisher.....Ken Knauf (1989)  
Treasurer.....Bob Gary (1989)

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Two of the officers' positions were contested and one of the Director-at-Large positions was contested. Each of the terms noted above runs until January 1 of the year noted.

Our by-laws contain a provision for the immediate past President/Director to hold a two year term on the Board as a Director-at-Large. Since Bill Cameron succeeded himself as President/Director, this position is presently vacated, but continues to exist.

## ALI PICKS BRAZIL OVER RACINE

Corporate Report Wisconsin (available at better newsstands) continues to be a source of information, including that automotive. In a recent issue David Pfankuchen reported on the decision by Ali Motors not to build cars in Racine.

According to Pfankuchen: "Even before ground was broken for an assembly plant, ex-heavyweight champion, Muhammad Ali, called off the match, saying that financing couldn't be arranged, and a new joint venture was being established in Brazil."

Nelson Boon Jr., the president of Ali Motors, earlier noted problems in arranging funding via local lenders for the custom bodied sports car. He stated further that financing had been arranged through an overseas bank. As a matter of fact, Boon is still confident that the project will go on in Racine. (This is the same kind of confusion that attached itself to the champ during his boxing career.)

The plan was that Ali Motors would buy Fiero chassis and drive train components from Pontiac for mating with the Ali WC-3 fiberglass bodies. The result would be a \$30,000 sports car to be marketed mainly in the Middle East. Some 400 jobs were projected for the Racine plant with production targeted at 3,000 cars annually.

Originally the Ali plant site was intended to be in Halifax County, VA, but apparently financing caused a glitch or two there as well. Interesting. Especially when you consider that Boon, as Pfankuchen reports it, "once operated a now-defunct company in Milwaukee which was barred by the state from selling unregistered securities."

The Brazil deal was announced by Ali only a week before groundbreaking was scheduled to begin in Racine. It is reported that an Ali aide said if financing could be arranged by Boon the project would go on in Racine.

To most observers with any knowledge of automotive history, the whole Ali Motors situation must seem comically typical. Anyone reading this recall a fellow named Tucker or a hundred others like him?

## WISCONSIN BUILT VEHICLES

<u>VEHICLE</u>	<u>CITY</u>	<u>YRS BUILT</u>
Abel	Fond du Lac	1901
Abresch	Milwaukee	1899-1912
A.E.C.-Anger	Milwaukee	1913-14
Ajax	Racine	1925-26
Albrecht	Milwaukee	1900
American Motors	Kenosha & Milwaukee	1957-
American Steam	Milwaukee	1903-04
Ames	Owatonna	1895-98
Appleton Motor Trk.	Appleton	1922-34
Anheuser	Green Bay	1905
Auto Carriage	Milwaukee	1905
Auto Hoe	West DePere	1950
Badger	Clintonville	1909-12
Badger	Columbus	1910-12
Ballard	Oshkosh	1894-95
Banner Boy Buck-board	Milwaukee	1958
Battleship	Clintonville	1909
Billiken	Milwaukee	1914

B-O-E	Milwaukee	1914
Briggs & Stratton	Milwaukee	1919-24
Brill	Appleton	1909
Brodessor	Milwaukee	1909-11
Brodhead	Brodhead	1910
Burdick	Eau Claire	1909-10
Carhart Spark	Racine	1871
Case	Racine	1910-27
Champion	Milwaukee	1909-11
Chevrolet	Janesville	
Clark Hatfield	Oshkosh	1908-09
Classic	Lake Geneva	1920-21
Cleaver	Fond du Lac	1903
Colt	Milwaukee	1958
Comet	Racine	1916-23
Commander	Milwaukee	1921-22
Continental	Superior	1912-18
Corliss	Corliss	1909-18
Crown	North Milwaukee	1911-16
Cruiser	Madison	1917-19
Doman	Oshkosh	1899-1900
Duesenberg II	Elroy	1978-
Earl	Milwaukee	1907-08
Earl	Kenosha	1908
Eclipse	Milwaukee	1905
Elite	Milwaukee	1909-10
Empress	Milwaukee	1908-10
Eugol	Kenosha	1921-22
Excalibur	Milwaukee	1952-53
Excalibur SS	Milwaukee	1964-
Falls	Sheboygan Falls	1924
Fawick Flyer	Milwaukee	1907
Field	Rice Lake	1924
Flagler	Sheboygan	1914-15
Four-Wheel-Drive	Milwaukee	1902-07
FWD	Clintonville	1909-
F.S.	Milwaukee	1912
Francke	Milwaukee	1904

GMC	Janesville	
Grass Premier	Sauk City	1923-33
Green Bay	Wequiock	1876-78
Green Bay	Green Bay	1887
Greyhound	Eau Claire	1909
Haase	Milwaukee	1904
Hansen	Milwaukee	1906
Harley-Davidson	Milwaukee	1903-
Harris	Menasha	1923
Haushalter	Milwaukee	1910
Hay Berg	Milwaukee	1907-09
Hercules	Milwaukee	1902
Holbrook	Racine	1912
Howell	Racine	1900
Hudson	Kenosha & Milwaukee	1955-57
H.W.O.	Milwaukee	1922
Hyde	Milwaukee	1904
Ideal	Milwaukee	1914
Imhof	Racine	1900
Iverson	Milwaukee	1902-08
James	LaCrosse	1904
Jeffrey	Kenosha	1914-17
Johnson	Milwaukee	1905-12
Jonas	Milwaukee	1904
Juno	Juneau	1912-14
Kane-Pennington	Racine	1894-1900
Keen	Janesville	
Keen Steam	Madison	1955-61
Kenosha-Winther	Kenosha	1918-28
Kissel	Hartford	1906-31
Klondike	Logansville	1914-17
Koehering	Milwaukee	1933
Krueger	Milwaukee	1904-09
Kunz	Milwaukee	1902-06
LaCrosse	LaCrosse	1914
LaFayette	Milwaukee	1920-24
Lang-Scharman	Marshfield	1909
Lewis	Racine	1913-16

Lipman	Beloit	1911
L.P.C.	Racine	1913
Madison	Madison	1878
Majestic	Milwaukee	1910-11
Maibohm	Racine	1916-22
Meiselbach	North Milwaukee	1904-09
Motormobile	Beloit	1901
MPC	Milwaukee	1926-27
Mueller	Milwaukee	1909-10
Nash	Kenosha & Milwaukee	1917-57
National	Oshkosh	1901-03
National-Kissel	See Kissel	
Neville	Oshkosh	1910
New Monarch	Milwaukee	1903
Northwestern	Milwaukee	1904
Odenbrett	Milwaukee	1897
Ogren	Milwaukee	1919-23
Oneida	Green Bay	1917-30
Oride	Fond du Lac	1910
Oshkosh	Oshkosh	1918-
Oshkosh Steamer	Oshkosh	1876
Owen-Thomas	Janesville	1909
Parker	Milwaukee	1918-33
Pennington	Racine	1890-95
Petrel	Kenosha	1908-12
Pierce-Racine	Racine	1904-09
Piggins	Racine	1909
Pizazz	Milwaukee	1968
Progress	Milwaukee	1912-13
Pup	Spencer	1948
Racine	Racine	1895
Racine-Sattley	Racine	1910
Racine Wagon	Racine	1902
Radford	Oshkosh	1895
Rambler	Kenosha	1902-13
Rambler	Kenosha & Milwaukee	1950-70
Reinertsen	Milwaukee	1902

Reliance	Racine & Appleton	1917-27
Richards	Manitowoc	1910
Ritter	Madison	1912
Rocoit	Beloit	1909
Rogers	Beloit	1901-04
Rosenbauer	Milwaukee	1900-01
Russel-Deibler	Berlin	1908-10
Ruxton	Hartford	
Samson	Janesville	1922
Schaefer	Ripon	1901
Schloemer	Milwaukee	1890
Schuler	Slinger	1924
Scimitar	Milwaukee	1959
Seig	Milwaukee	1899
Shaver Steamer	Milwaukee	1895
Silent	Milwaukee	1910-12
Silent Sioux	Milwaukee	1909-12
Smith	Milwaukee	1910-15
Smith-Flyer	Milwaukee	1917-19
Smith-Milwaukee	Milwaukee	1912-13
Special	Milwaukee	1909-10
Speedwell	Milwaukee	1903
Stegeman	Milwaukee	1910-17
Stephenson	Milwaukee	1910-13
Sterling	Milwaukee	1916-51
Sterling-White	Milwaukee	1951-52
Sternberg	Milwaukee	1908-15
Stoughton	Stoughton	1920-31
Superior	Superior	1901
Super-Traction	Fox Lake	1922-23
Termaat-Monahan	Oshkosh	1914
Terra-Tiger	Sheboygan Falls	1968-
Thayer-Isham	Marinette	1909
Time	Oustburg	1916
Titan	Milwaukee	1917-27
TMF	Oshkosh	1909
Toppins	Milwaukee	1916-29

True	Kenosha	1914
Utility	Milwaukee	1910
Vixen	Milwaukee	1914
Ward	Milwaukee	1914
Waukesha	Waukesha	1908
Weber	Milwaukee	1905
Weher	Whitewater	1910
Welch-Estberg	Milwaukee	1906
Whitcomb Wheel	Kenosha	1927-35
Winter-Marwin	Kenosha	1918-21
Winther	Kenosha	1920-23
Wisco	Janesville	1910
Wisconsin	Milwaukee	1899 & 1914
Wisconsin	Baraboo, Sheboygan & Loganville	1912-23
Z&B (Zachow & Basserdich)	Clintonville	1908
Ziebel	Oshkosh	1914-15

#### WISCONSIN TRACTOR MANUFACTURERS

<u>MANUFACTURER</u>	<u>CITY</u>
Allis-Chalmers Mfg. Co.	Milwaukee
Eagle Mfg. Co.	Appleton
Fairbanks-Morse	Beloit
Fox River Tractor Co.	Appleton
George Morris	Racine
GMC	Janesville
Hicks Tractor Co.	Milwaukee
Inland-American Tractor Co.	Eau Claire
J.I. Case Plow Works Co.	Racine
J.I. Case Threshing Machine Co.	Racine

John Lauson Mfg. Co.	New Holstein
Killen-Strait Mfg. Co.	Appleton
La Crosse Co. (formerly of Minn., Minn.)	La Crosse
Love Tractor Inc.	Eau Claire
Madison-Kipp	Madison
Massey-Harris	Racine
Metal Parts Corp.	Racine
Monarch Tractor Co.	Watertown
Opsata Motor Plow Co.	Eau Claire
Phoenix Mfg. Co.	Eau Claire
Samson Tractor Co.	Janesville
Stinson Tractor Co.	Superior
Topp-Stewart Tractor Co.	Clintonville
Townsend Mfg. Co.	Janesville
Townsend (LaCrosse Boiler Co.)	La Crosse
Trenam Tractor Co.	Stevens Point
Turner Mfg. Co.	Port Washington
U.S. Tractor & Machinery Co.	Menasha
Unity Steel Tractor Co.	Antigo
Vim Tractor Co.	Schleisingsville
Wallis Tractor Co.	Racine
Wisconsin Farm Tractor Co.	Sauk City



## IN SELF DEFENSE

(Everything you need to know, but didn't know how to ask about copyright protection.)

By Gary Busha and Chris Halla

"I have read this bill. At least I have read such portions as I could understand. Nobody but a practiced legislator can read this bill and thoroughly understand it, and I am not a practiced legislator. I have had no practice at all in unrav-eling confused bills. Not that this is more confused than any other bill. I suppose they are all confused."

Samuel Longhorne Clemens

Sam Clemens was a champion of revised copyright laws that would offer the kind of protection he felt writers needed and deserved. The above remark was made to a Congressional Committee on Patents in Washington, DC on December 7, 1906. The subject was a new copyright bill which would take effect in 1909. And it is fair to say that the bill was indeed confused. Unfortunately, those who wrote had to live with it until the Copyright Act of 1976 finally took effect on January 1, 1978.

The new Copyright Act, being more an author's law than any law prior, is in most respects a very positive thing. The bad news is that the words of Sam Clemens still ring true: all bills (and acts, and laws) are confusing. One reading of the pre-

sent Act--and all writers should read it--will probably leave you more than a little perplexed. When you do read it, lay it aside, give it some thought, then read it over. When the legal language that lawmakers seem to feel is necessary to set them above the rest of us is removed, the intent of the current copyright law can be stated in relatively simple terms: If you wrote it, you own it, unless you sign it away. Somehow, however, when writers, editors and publishers come together with the object of putting words into print, even the most simple concerns become complicated. The paragraphs that follow are an attempt to give you a basic understanding of what copyright is, how it works and how to keep things simple.

A logical place to start is with what can be copyrighted. The legal language of the Copyright Act says that copyright protection will cover "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device."

"And, what," you might ask, "does it mean by 'original works of authorship'?" Well, to begin with, ideas and facts cannot be protected by copyright. It is the way in which ideas and facts are expressed by you, the author, that can and should be protected. The word "original" as it appears in the act does not apply to your thought processes or what you know, but rather how you present those things on paper (or tape, or film, or computer disc, or any other way you choose to fix the work in "tangible" form).



For example, let's say that you served in an Army medical unit during the Korean War, that the folks you served with were a rather offbeat, albeit warm-hearted bunch. Let's say that the experiences associated with the above have given you a truly wonderful idea for a book. You don't own that idea; nor does anyone else. As soon as you have turned the idea into a fixed object (words on paper, etc.) it's yours and it's copyright protected. When that finished work is noticed to resemble someone else's finished work, people may ask questions, and that's when copyright protection comes in handy--either for you or the author of the other work.

It is entirely possible, and likely, that any two writers out of millions might have the same idea at the same time, based either on common or totally unlike experiences. It is possible, but highly unlikely that any two writers out of the same millions would present their ideas in exactly the same way. The Copyright Act of 1976 is intended to protect those whose published or unpublished writing, not ideas, is stolen.

The typical problems start when one writer decides to sue another because their original ideas happened to be the same. When a suit is brought, assuming the works are protected by copyright, the court must decide if one work infringes on the other or not. Obviously, some cases will be more clear cut than others.

Writers of nonfiction are users, manipulators if you will, of facts. Out of necessity much of what they use in their own writing will be the product of another's labor. As we noted earlier, facts,

like ideas, are not eligible for copyright protection. According to the Copyright Act, "any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied" will fall into the same boat.

Consider facts. Certainly no one would attempt to claim well-known facts as their own. But, it has not been uncommon for an author to discover and put into print a hitherto unknown fact, then claim ownership. The fact is that it doesn't matter who discovered the fact in question. A fact is a fact, and as such it belongs to everyone.

Another area where copyright protection is often presumed to exist, when it actually doesn't, is in the use of titles or names. As far as the Copyright Act is concerned, your story or book may have the same title as another story or book without an infringement having been made. Furthermore a character in your work may have the same name as a character in another author's work. Exercise some care though; titles and names may be protected by other laws such as trademark. Writing a book titled Raiders of the Lost Ark or naming a character Indiana Jones will not only put you on a very well-known producer/director's shit list, it will put you on the losing end of a very brief court battle. Both "Raiders of the Lost Ark" and "Indiana Jones" are Registered Trademarks.

There are two kinds of work which cannot be protected by copyright, even if you copy the entire work word for word. The first are works that have fallen into the public domain.

Works in the public domain are those which were either never protected by copyright or which were originally protected but whose copyright terms have since lapsed. In either case, it may still be difficult to determine if a work is or isn't in the public domain. The poems of Lord Byron are easily in the public domain, but what about a novel published in 1959? The only works you can be positively certain are in the public domain are those published before 1906. In all other cases, if you plan to use a major portion of someone else's work as a part of your own, you will have to do some research. If all else fails, a check can be run by the Copyright Office.

Copyright protection is also "not available for any work of the United States Government." These are works produced by a government employee "as a part of that person's official duties." The catch here occurs either when the work is produced for the government by an outside source, such as a freelancer, or when the work is produced by a government employee on his own time. These exceptions will be relatively rare, but they are worth keeping an eye out for. If a government publication doesn't carry a copyright notice, and most won't, you can be pretty sure of having free use.

That's free use, an idea, not a legal term. Then there's fair use, also an idea, but very much a legal term as well. Fair use covers the incorporation of portions of another's work into the body of your own work. While fair use is usually associated with nonfiction, it can also be a point of concern with fiction, poetry or drama. The first question that usually arises is, "how much of someone else's work can I use?" The question is a

simple one. The answer is considerably more complicated. The concept of fair use is not based on a specific number of words.

In virtually all cases, using a copyrighted work in its entirety would be a violation. And the less of a copyrighted work you use, the safer the literary legal ground on which you stand. A good rule of thumb is, when you are using a portion of someone else's work, use only as much as is absolutely essential to get the point across. Always credit the original work and its author in your text, even though this will not guarantee your protection from an infringement suit. And, while it is not a legal requirement, obtaining written permission from the author and/or publisher of the original work can save you a lot of headache later. This extra effort on your part can also be of help when you're having difficulty deciding if you have used too much of the original work.

In determining fair use, consider the following four points paraphrased from the Copyright Act of 1976. First: Is your work being produced for profit or for non-profit, scholarly or educational use? Second: What type of work is the original? Third: How much of the original work is being used? And fourth: How will your use of portions of the original work impact the marketability of the original work? Answering these questions can help you decide if your use is fair use.

Closely tied to the concept of fair use are works of satire or parodies. Time to call upon that great dog hero Indiana Bones, starring in the epic puppy adventure Raiders of the Lost Arf. See, it's this story about a stray cocker spaniel named

Indiana who gets involved with an orphan gang of mutts who have lost the ability to bark. The question is, "have we infringed on Steven Spielberg's or George Lucas' rights?" The only way to be absolutely sure is to wait until the question goes to court and see who wins. Since it's preferable, however, to spend as little time in court as possible, think of satire and parody as falling into the realm of fair use, which indeed they do. It's best to play it safe and use only as much of the original work as is necessary to create in your audience's minds an association between your work and the original. Yes, you can go farther, but be careful. There is much in this world that should be criticized, satirized and made fun of; only know that targets sometimes shoot back.

When you own the copyright in a work, you are the owner of a potentially valuable commodity. The rights you have in the work can be compared to a bushel of apples. If you wish, you can sell the whole bushel to one person. Or, you could sell the apples one at a time and possibly realize a greater profit in the end. You might even rent some of the apples to the local portrait artist as props for his latest work. It is always to your advantage to get as much as you can out of every bushel of apples.

If your bushel happens to be a book, you may choose to turn the entire thing over to a publisher with the agreement that you be paid a fair price for every use to which he puts your apples. On the other hand, some of those apples could have movie or t-shirt potential, in which case it could be best to retain those rights and sell only book rights (North American, or foreign or both) to the

publisher. This is getting into the area of derivative works.

Don't underestimate the potential of your work. Numerous articles have been turned into movies and more than one novel has been the subject of t-shirt art. And think of all the movies and television programs that have inspired breakfast cereals! If you are careful about what rights you sell, you will be in control of how your work is used (or not).

Periodical and anthology sales are something else again. In fact, you shouldn't consider them sales at all. Rather, consider them rentals. When you place a story, article, essay or poem with a periodical (or any other collective work) it should be with the understanding that you are allowing one time use. The only exception would be that the publisher would be acting within his rights to re-run your work in a future edition of the same series. By way of example, let's say that you sell an article to Any Car magazine for the January issue. Come January, a year later, the editor or publisher decides that it would be a good idea to reprint your article from last year's January issue. The magazine is acting within its rights, and unless you agreed otherwise up front, the magazine is not obligated to pay you for second (or any subsequent) use. However, if Any Car decides to come out with an annual book titled The Best of Any Car, your article cannot be reprinted without your permission. The only way the magazine can get permission is for you to put it in writing, at which point you are, of course, entitled to additional payment.

If, in dealing with publishers, the words "work-

for-hire" or "work made for hire" come up, hold off signing your name on the dotted line until you have given it a great deal of thought. An agreement that says your work was made for hire removes in total your ownership in the copyright of the work and transfers ownership to the publisher. A number of periodical publishers have picked up the work for hire agreement as a way of avoiding having to deal with authors after an initial payment for the work has been made. If a publisher "offers" you a work for hire agreement, and you sign it, the publisher may do anything he pleases with the work, however he pleases and whenever he pleases. What's even worse is that you will have to obtain the publisher's permission to use the work yourself.

Work-for-hire agreements should never be taken lightly, and many writers feel they should never, under any circumstances, be signed. The reality is that it's up to you. There may be instances when you are absolutely certain that giving up your rights in a work is in your best interest. Just make sure you understand the full impact of what you're doing.

A final note on work made for hire: Some publishers, realizing that they could run into objections from writers if a work for hire agreement is presented up front, have taken to printing such agreements on the backsides of payment checks, after the fact. Whether these agreements are legal or not is yet to be determined. (The Copyright Act defines work-for-hire as "work specially ordered or commissioned ....") Some authors have suggested that signing checks "For Deposit Only" and not signing your name is one way around agreement imprinted checks. This may or may not be so. It would seem that a better

way out would be to cross out the agreement and add a statement of your own that says you are "not in agreement with the statement above" before signing the check. Either way, you are telling the publisher that you will not allow him to confiscate your rights. You can expect some publishers to react to your act of independence by refusing to consider your work for publication in the future. It is at precisely this point where you will become painfully aware of just what it means to be stuck between the proverbial rock and a hard place.

When a publisher wants to buy more than you want to sell, it's time to negotiate. When negotiations fail, you will have to make a decision. Either you compromise or you say thanks, but no thanks. Realize that saying no thanks will probably cost you money sooner or later. On the other hand, saying yes or compromising could cost you something more important than money. You have to decide.

Before wrapping up our discussion of copyright with some of the basics on obtaining it, let's talk about paranoia. As a writer, you should know that your work is protected by copyright as soon as it is fixed in a tangible form. Too many writers, though, especially younger or beginning writers fear that around every corner, at every turn of the page, lurks a villain, just waiting to steal their work. When you become more concerned with mysterious, unseen thieves than with the quality of your work, you are probably being paranoid. The fact is that most editors and publishers would have no interest whatsoever in stealing your work. In spite of rumors--usually spread by amateurs who don't know any better--such theft seldom occurs. This is not to say you shouldn't protect your work, you should.

But don't become obsessed with it. Paranoids are usually more trouble for editors to deal with than they're worth.

That said, let's take a look at the nuts and bolts of obtaining copyright protection. Copyright protection is immediately and automatically extended to a work upon creation. You need do nothing more. Unless, that is, you find yourself wishing to sue someone for infringement. Here, simply owning the copyright in a work is insufficient. There are three legal formalities that must be complied with before you can take your case to court. They are notice, registration (and deposit) and recordation.

Notice simply means that the published work must carry a copyright notice, year of publication and the name of the copyright owner. Notice, in this second case, consists of the work "Copyright," the abbreviation "Copr." or the copyright symbol (the letter C in a circle). Year of publication means just what it says, and the name of the copyright owner would be your own, unless you had made an agreement otherwise with a publisher or someone else.

Registration includes filing the proper form with the Copyright Office, along with two copies (unpublished works only require one copy) of the work and a check or money order to cover the registration fee. To assist you in registering your works, the Copyright Office has prepared a Copyright Information Kit, which is available free for the asking from the Copyright Office, Library of Congress, Washington, DC 20559; (202) 287-8700. In most cases you will be using Form TX and the fee will be \$10. (All periodical or other collective work

contributions for any given calendar year can be registered using a single form and for a single payment.)

Recordation consists of filing with the Copyright Office any documents that pertain to ownership of the Copyright and are signed. If copyright is transferred, documents should be submitted which bear your signature (assuming you are living at the time--if you're dead, your heirs can worry about it) and the signature of the new owner. These documents can be especially heavy weight in court cases involving transfers. Like notice and registration (and deposit), recordation should be taken seriously.

Now that you've met all of your obligations to yourself and your work, what do you do if someone infringes upon your rights? Well, don't go off the deep end. Either on your own or with the assistance of an attorney well-versed in the fine points of the Copyright Act, notify the infringer and try to solve the problem without going to court. An attorney can be expensive, but he will bring objective reason--and clout--to any action you choose to take. If you do go to court, and win, the amount you are awarded will be determined by a number of factors. The award may be small or quite substantial. The important thing is that you will have asserted your right to the ownership of your work and defended it.

A final note: All of the copyright information outlined in this chapter pertains to the new (1976) Copyright Act. If you have questions about work published prior to January 1, 1978, consult the Copyright Office at the address above. The local

library or a good copyright informed attorney could, of course, also be of assistance.

BOOK ANNOUNCEMENT  
CAR EVENTS ALMANAC 1987

As many WSAH members are aware, when member Bob Lichty left Wisconsin he did so to go to work with The Flea Marketeers in Carlisle, PA. They are, of course, the folks who put on a couple of the nation's larger swap meets. Now, the Flea Marketeers have become publishers, and Bob Lichty is the editor of their first book, Car Events Almanac 1987.

It's not much for reading, but it beats the hell out of anything else we've seen for planning event attendance. With it in hand, we can quit straining our eyes reading through the woefully inadequate fine print listings of car happenings provided in most automotive periodicals.

The only questions that must immediately come to mind are: Is it complete, and is it accurate? Both, we're certain, will be answered in the coming months. Lichty and The Flea Marketeers, we're equally certain, will do everything they can to remove identified short comings from future issues.

Car Events Almanac 1987 is available for \$9.95 from Carlisle Publications/The Flea Marketeers, 1000 Bryn Mawr Road, Carlisle, PA 17013-1588.

SUMMER EVENTS 1987

- JULY 4            MARINETTE    Interstate Stock & Custom Car Show at National Guard Armory. 906-863-2568.
- JULY 5            ALLENTOWN    Lions Car & Truck Show. 414-673-4999.
- JULY 5            BRODHEAD     Summertime Cruisin' Car Show at Airport. 608-328-8331.
- JULY 10-12       UNION GROVE   Wisconsin Chrysler Convention at Great Lakes Dragway. 414-462-2552.
- JULY 11-12       IOLA          Lions Car Show & Swap Meet at Krause Publications. 715-445-4000.
- JULY 17-19       ELKHART LAKE   Chicago Historic Races International Challenge at Road America. 313-373-2500.
- JULY 19           APPLETON     Auto Show & Swap Meet at Pierce Park, Prospect Avenue. 414-731-8519.
- JULY 19           ELKHORN      Antique & Classic Car Show & Swap Meet at Walworth County Fairgrounds. 414-733-2955.
- JULY 25-26       UNION GROVE   Ford Motorsport Days at Great Lakes Dragway. 414-462-5520.
- JULY 26           WAUSAU       Antique Auto Show at Wausau Insurance Company. 715-842-0226.
- AUGUST 1-2       UNION GROVE   Chevy Vette Fest at Great Lakes Dragway. 414-462-5520.

- AUGUST 2            ELKHORN    Summer Little Carlisle.  
608-244-8416.
- AUGUST 7-8        KENOSHA    AMO International Meet at  
Kemper Center, Holiday Inn. AMOA, 6600  
32nd Avenue, Kenosha, WI 53142.
- AUGUST 9            BELOIT    Fun Time Car Show & Swap  
Meet at Telfer Park Sports & Recreation  
Center. 608-756-3195.
- AUGUST 9            BROOKFIELD    Super Sixties Ford Club  
Show at Soerens Ford, Capital Drive and  
Brookfield Road. 414-425-9243.
- AUGUST 16         MADISON    Vintage Auto Club Car Show  
& Swap Meet at Warner Park. 608-  
249-0860.
- AUGUST 20-23      APPLETON    Buick Car Show & Swap Meet  
at Holiday Inn. 414-731-8519.
- AUGUST 30         MEQUON    Vintage Sports Car Show at  
Brooks Stevens' Automotive Museum.  
414-744-3108.
- AUGUST 30         STURGEON BAY    Cherryland Car Show  
at Cherryland Airport. 414-856-6482.
- SEPTEMBER 12      OSCEOLA    Wheels & Wings Car Show &  
Book Sale at Classic Motorbooks Head-  
quarters. 715-294-3345.
- SEPT. 18-20        EAGLE RIVER    Autorama & Auction &  
Flea Market at Lakeland Motors, Hwy. 455.  
Eagle River C of C, 1513 Sandstone  
Circle, Eagle River, WI 54521.
- SEPTEMBER 20      BELOIT    Autorama. 815-623-7066.