

Who Gets Emily Dickinson?

by [Seth Perlow](#)

From *Los Angeles Review of Books*, September 9, 2019
(accessed on the Wayback Machine)

SEPTEMBER 9, 2019



IT'S EASY TO MISS the real scandal in *Wild Nights with Emily*, the recent Emily Dickinson biopic written and directed by Madeleine Olnek.

The movie focuses on Dickinson's romance with her sister-in-law and next-door neighbor, Susan. Evidence of this romance was suppressed after Emily's death — due to jealousy, homophobia, and fear of scandal. Of course, most people do not keep written records of their sexual activities, making it hard to prove who did what with whom, but the poet shared more of her work with Susan than anyone

else, and an intense romantic connection is evident in [their letters](#). Scholars have acknowledged their romance for decades, thanks largely to Dickinson critic Martha Nell Smith, to whom *Wild Nights* is dedicated.

For her part, Olnek does not treat the relationship between Emily and Susan Dickinson as a dark secret. In a talkback after the screening I attended, Smith called *Wild Nights* a “serious comedy,” and indeed, it brims with laughter and wit. Olnek’s film at last gives publicity to this most important relationship in Emily Dickinson’s life. Its humor also gestures toward the often overlooked fact that her poetry can be quite funny.

The real Dickinson scandal appears only at the margins of *Wild Nights with Emily*, at the start and at the end. The movie begins with a disclaimer: “The poems and letters of Emily Dickinson are used in this film with permission of Harvard University Press.” But why does anyone need permission from Harvard to make a movie about Emily Dickinson? The answer involves theft, adulterous affairs, a land deal gone wrong, a feud between families, two elite colleges, and some of the most famous poems in American literature.

□

At the end of *Wild Nights*, after Emily Dickinson’s death in 1886, we see a woman named Mabel Loomis Todd fiddling with a lapful of manuscripts. The wife of an Amherst College astronomy professor, Todd had a long, basically public affair with Austin Dickinson, who was Emily’s brother and Susan’s husband. Those manuscripts in Todd’s lap were found in Dickinson’s room after she died. Though she wrote almost 1,800 poems, only 10 were published while she lived, all anonymously. When her younger sister Lavinia found the rest, she first tapped Susan to oversee publication. Susan worked too slowly, however, so Lavinia turned to Mabel Loomis Todd and Thomas Wentworth Higginson, the author and abolitionist whom Emily had taken as a literary mentor. Todd and Higginson edited the first volume of poems, which Lavinia paid to have published in 1890. The book was a big success. Todd and Higginson edited a second book of poems that appeared in 1891. Todd alone edited a collection of letters in 1894 and a third

volume of poems in 1896. The Dickinson family loaned Todd many of Emily Dickinson's papers to support her editorial work. In other words, the poet's lover was also her brother's wife, and the editor of her first books was her brother's mistress.

The trouble started in 1895, when Austin Dickinson died. Todd came forward to claim that Austin had promised to give her a plot of land in Amherst, a strip of meadow 53 feet wide. Todd had a deed, but Austin had never signed it. Six months after his death, Lavinia signed it on her brother's behalf. Later that year, though, Lavinia sued to get the land back, claiming she had been deceived into signing the deed and hadn't understood it. Decades later, in a memoir, Todd's daughter Millicent would characterize the land as Austin's way of paying Todd for her editorial work, since she got no royalties. But the surviving Dickinsons would probably have viewed it as Austin's way of spoiling his mistress, whom Susan and Lavinia resented for obvious reasons. In 1898, the courts sided with Lavinia Dickinson and returned the land to her.

After this lawsuit, the chilly relations between Todd and the Dickinsons froze over entirely. It became clear that Todd had no intention of returning the hundreds of manuscripts that the family had loaned her to support her editorial work. From that day to this, the manuscripts of Emily Dickinson have remained divided. Almost half stayed with Todd and her heirs, slightly more with the Dickinsons and theirs.

This schism has profoundly hindered the publication and reception of Dickinson's poetry. Because neither family possessed all of the manuscripts, neither could produce a complete edition of Dickinson's work. Instead, during the first half of the 20th century, editions appeared in a sporadic, confusing dribble. Most were edited by Susan's daughter, Martha Dickinson Bianchi, but the Todds occasionally released new material too. When Mabel Loomis Todd died in 1932, she left her collection to her daughter, Millicent Todd Bingham. It was not until 1945, when Bingham released an edition of some 650 previously unpublished poems, that the substantial majority of Emily Dickinson's poems appeared in print.

Martha Dickinson Bianchi died in 1943, too soon to see that last volume of poems from the Todd manuscripts. Bianchi's estate went to Alfred Leete Hampson, her longtime companion and co-editor. In 1950, Hampson sold the Dickinson papers to Harvard University for \$50,000 (about \$500,000 today). As heir to the Dickinson family line, Hampson could sell Harvard not only the physical manuscripts he possessed, but also the property rights and copyrights to all of Emily Dickinson's works, including the manuscripts Todd had received from the family over 50 years earlier. The sales agreement was complex: it forbade Millicent Todd Bingham from ever editing the manuscripts involved, and it directed all Dickinson royalties to Hampson and his wife until the second of the two died, which was in 1988. Most importantly, Harvard University now had general ownership of Emily Dickinson's writing — or so it would claim.

□

From the start, Harvard pursued its rights more aggressively than the Dickinsons had. Thomas Johnson was appointed to edit the first complete edition of the poems. He would need Millicent Todd Bingham's cooperation, though, since she still had hundreds of manuscripts. Bingham, in turn, needed something from Harvard: she had prepared two more Dickinson books, but her publisher wanted assurances that Harvard would not claim copyright infringement. As Julie Dobrow writes in *After Emily*, her dual biography of Todd and Bingham, Harvard would provide such assurances only if Bingham promised to give her Dickinson collection to Harvard. She refused. This impasse finally eased when Johnson personally convinced Bingham to let him examine her manuscripts and make photostats of them. After that, Harvard agreed to let Bingham publish, as long as her books included a disclaimer about Dickinson's work appearing "by permission of Harvard University" (an earlier instance of that same disclaimer we see over 60 years later at the start of *Wild Nights with Emily*).

In 1955, when the Johnson variorum appeared, it included a preface by the director of Harvard University Press, who did not mince words:

It must be stated here that The President and Fellows of Harvard College claim the sole ownership of and sole right of possession in all the Emily Dickinson manuscripts now in the possession of Mrs. Millicent Todd Bingham, and all the literary rights and copyrights therein ...

As Dobrow recounts, Bingham took this as a personal insult and threat, all the worse because it came in an edition that her cooperation had made possible. The following year, she donated her Dickinson manuscripts to Amherst College, the institution Emily Dickinson's grandfather helped to establish and for which both her father Edward and her brother Austin had served as treasurer. After this donation, Harvard had to decide whether to demand that Amherst surrender the Todd manuscripts. In 1960, the schools reached an agreement that would allow Amherst to keep them; they remain in Amherst today.

Harvard still asserts copyrights to Emily Dickinson's work. Here is what the Harvard University Press [website](#) says about it (emphasis in original):

Harvard University Press controls all permissions and rights to the text of Emily Dickinson's poetry, letters, and manuscripts [...] **all applications to quote or reprint Emily Dickinson material should go through the Harvard University Press Permissions Department** [...]

When assessing requests for Emily Dickinson material, we will let you know which selections are public domain and which are still under copyright and subject to license.

Harvard thus considers itself the gatekeeper for permissions and the arbiter of copyrights to Emily Dickinson's oeuvre. It claims copyrights even to those Dickinson texts whose only source is a manuscript never possessed by Harvard — and not possessed by a Dickinson since the 1890s. By contrast, Amherst College considers all works of Emily Dickinson to be in the public domain. Ironically, then, the institution holding manuscripts that Mabel Loomis Todd illicitly retained has

the more open policy today, and the school that bought manuscripts from the poet's legitimate heir now takes a more restrictive approach.

□

Since the 1950s, Harvard has profoundly influenced the poet's legacy. Most notable editions of Dickinson's work have been published by Harvard University Press, starting with [Johnson's 1955 variorum](#). That edition was supplanted in 1998, when Harvard published a new [variorum by R. W. Franklin](#). As recently as 2016, Harvard released a [new edition](#) by Cristanne Miller. Editions not published by Harvard must still be cleared by their permissions apparatus, a requirement that can discourage or slow innovative editorial work.

Scholars citing lines of Dickinson in their books must request permission. The attendant fees are probably dwarfed by those Harvard charges to reprint Dickinson in textbooks and anthologies, but the time and expense required for permissions still present burdens to scholars. Harvard assesses fees on a case-by-case basis and sometimes waives all fees for academic citations, as it kindly did for [my book](#). I am not the only scholar for whom the press has waived fees, but it asks others to pay. To Harvard's credit, their permissions process runs smoothly, and they are far from alone in charging for academic citations of poetry. Because publishers fear lawsuits, they capitulate to permissions fees even when citing a poem qualifies as fair use. One ought not expect a single institution to unilaterally change the norms of intellectual property, but in the case of a poet as famous as Dickinson, one might wish that Harvard would relax its grip. As it stands, the wealthiest university in the world claims the rights to a body of poems that were unpublished when their author died, over 130 years ago, and many of whose source manuscripts this institution has never possessed.

More worrisome is the fact that Harvard has blocked Dickinson projects of which it disapproves and distorted those it does permit. In the mid-1990s, the poetry scholar Phillip Stambovsky prepared a new edition of Dickinson poems, which the University of North Carolina Press peer reviewed and contracted to publish. When Harvard denied the request for permissions, however, the project was canceled. In

her letter denying the request, the permissions manager at Harvard, Melinda Koyanis, explained that they were then preparing the new Franklin variorum (which Harvard published in 1998) and would not license other editions in the meantime. [Koyanis wrote](#) publicly that Stambovsky's edition "was not in the best interest of preserving or presenting the integrity of the Dickinson work." As [Stambovsky argued](#) in response, the merits of his edition should have been judged by the community of Dickinson scholars (including the peer reviewers who approved it) and by the public at large, not only by the staff of Harvard University Press. In a follow-up letter, Koyanis explained that the Press had "declined to authorize [...] a myriad of such proposals" for Dickinson editions over the years. When I contacted Harvard University Press, a representative declined to say whether they have denied permissions for other such proposals since Stambovsky's.

Harvard has also influenced more recent projects. In 2013, Harvard led a group of institutions holding Dickinson manuscripts to launch the [Emily Dickinson Archive](#), an open-access website with high-definition images of many Dickinson manuscripts, as well as transcriptions and annotations. The site includes manuscripts from Harvard, Amherst, and elsewhere. It is an enormously valuable resource for students, Dickinson scholars, and casual readers. Even before its launch, however, [members of the project's advisory board complained](#) about Harvard's unwillingness to take advice. The first and, so far, only phase of [the archive](#) "focuses on gathering images of those poems included in *The Poems of Emily Dickinson: Variorum Edition*, edited by R. W. Franklin (Cambridge: Belknap Press of the Harvard University Press, 1998)." Like a bad game of chicken-and-egg, the Franklin edition retrospectively guides the selection and organization of its own source manuscripts. Instead of presenting Dickinson's manuscripts in all their notorious complexity, the site privileges the Franklin edition that Harvard publishes.

Several Dickinson scholars have expressed to me their frustration with Harvard's policies. It is a topic frequently whispered about in Dickinson studies, but some avoid speaking publicly for fear of reprisal. Critics who spend their entire careers citing Dickinson cannot risk losing permission to do so. One tenured Dickinson

scholar who wished to remain anonymous wrote to me, “Frankly, this topic makes me very nervous!” The same person underscored Harvard’s power to intimidate: “Please, please, I’ll tell you anything I can, but I can’t afford to be on the outs with Harvard!” The chilling effects of Harvard’s policies not only make it harder to cite and edit Dickinson, then, but also to discuss the issue publicly.

□

Among those who have studied the Dickinson rights, some believe that Harvard’s claims would not hold up in court. (The best recent analysis of Dickinson’s copyright is Elizabeth Horan’s “Technically Outside the Law: Who Permits, Who Profits, and Why,” published in *The Emily Dickinson Journal* in 2001.) For one thing, Mabel Loomis Todd and her daughter possessed the manuscripts for some 60 years before donating them to Amherst, without any challenge from the Dickinson clan. Nor did the poet’s heirs ever take legal action when the Todds published new writing by Emily Dickinson. By permitting Mabel Loomis Todd to transcribe and edit Dickinson’s work, the poet’s relatives could be seen as granting Todd the right to publish it, and indeed multiple Dickinson books had registered copyrights assigned to Todd and Bingham. In sum, for over half a century, the Dickinson family made no attempt to regain physical possession of the manuscripts Todd retained, nor to protect their copyright by preventing the Todd family from publishing works by Emily Dickinson. Maybe Harvard’s broadest claims of ownership would not hold up in court, but nobody wants to get sued by Harvard in order to find out. A representative of Harvard University Press declined to say whether Harvard has ever pursued legal remedies against infringements of the Dickinson copyrights it asserts.

Other factors do support Harvard’s rights, and I do not mean to suggest that Harvard has been a poor custodian of Dickinson’s work. Few institutions are so well equipped to protect and preserve valuable manuscripts. Most of the Dickinson editions Harvard has published are exceptionally well done, especially the Johnson and Franklin variora. This stewardship costs money, so it makes sense for Harvard to collect royalties. Anticipating this point, the 1950 purchase agreement calls for Harvard to apply Dickinson royalties “toward the upkeep of the Emily Dickinson

Memorial Room,” which the seller required Harvard to establish. Leslie A. Morris, the curator of Dickinson materials at Harvard, confirms that the library receives “a share of the royalties” from Dickinson publications and uses this share exclusively for care and development of the Dickinson collection. But the representative of Harvard University Press declined to say what portion of Dickinson revenues actually goes to the library. To put things in perspective, Harvard possesses an endowment over \$35 billion. Its annual library system budget exceeds \$175 million. Harvard manages to preserve over 4,000 incunabula and countless valuable manuscripts without benefit of copyright.

In recent years, Harvard has loosened its control over Dickinson in some ways, but it should also abandon the intimidating language that discourages freer uses of her work. The launch of the online *Emily Dickinson Archive* was an important step in the right direction. But as both the Stambovsky affair and the online archive’s shortcomings make clear, Harvard’s broadest copyright assertions remain problematic. These restrictions have become so engrained that they seem automatic. For example, Madeleine Olnek told me that Harvard did not actually require her to put that disclaimer at the start of *Wild Nights with Emily*. They required an acknowledgment, of course, but they would have allowed Olnek to leave it deep in the end credits. Instead, Olnek chose to open *Wild Nights* with the disclaimer for artistic reasons — to make the movie feel more historical, to lend it gravitas. Perhaps the real scandal of this story, then, is that Harvard’s ownership of Dickinson now seems habitual, part of the landscape, even when it is not strictly enforced. Indeed, two scholars have told me they cite Dickinson by transcribing directly from the manuscripts, without getting permission. Harvard quietly tolerates this approach, but its website still includes broad language about owning Dickinson’s work and reviewing all permissions. Harvard should remove that language and stop restricting those who want to cite Dickinson or publish their own editions.

R. W. Franklin and other editors have dedicated many years to preparing reliable editions of Dickinson’s complex work; they and their publishers certainly deserve compensation for these editions (though Mabel Todd, the first in this line of editors, was largely deprived of such benefits). Harvard clearly has rights to the

Dickinson editions it publishes, but it should no longer assert general ownership and control over the copyrights to the underlying texts of Dickinson's manuscripts. Such a change would open the way for innovative editions of Dickinson's work and would enable scholars to cite it more freely. Over 130 years after the death of Amherst's most celebrated citizen, she might at last belong to her admirers.

□

Seth Perlow teaches English at Georgetown University. He wrote [The Poem Electric: Technology and the American Lyric](#) (Minnesota, 2018) and edited Gertrude Stein's [Tender Buttons: The Corrected Centennial Edition](#) (City Lights, 2014).