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Composers and publishers in Clementi’s London

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Clementi was in London by April 1775 and from then until shortly before his death in March 1832 he was involved with the capital’s music publishing industry, first as a composer, but also from 1798 as a partner in one of Europe’s largest and most important music-publishing firms. During the course of his career London’s music-publishing industry boomed and composers responded by producing regular streams of works tailored to the needs of a growing musical market. At the same time copyright law began to be clarified as it related to music, a circumstance which significantly affected the relationship between composers and publishers. This chapter examines that relationship by assessing the strengths and weaknesses of various publishing arrangements in which copyrights were owned variously by composers, publishers, or third parties. It uses Clementi as an example of a composer whose financial benefits from publishing were initially small, but who, like others, entered the music trade himself, eventually making a substantial profit from his business enterprise. The chapter also examines international publishing arrangements, showing how copyrights were bought and sold in an environment in which no formal international copyright agreements existed.

The market and legal contexts

The prevailing economic and legal contexts were critical to the way in which London’s music-publishing industry developed. By the time Clementi arrived in the capital Britain was already a wealthy nation. Consumerism developed as the economy grew more or less consistently. During the period GDP per person increased by c.25%, exports grew and the wealthiest 5% in society grew disproportionately wealthier, which is not to say, however, that Britain had yet reached a period of mass prosperity; performances and printed music were still affordable to only a tiny percentage of the population and were to remain so until later in the nineteenth century. Between 1750 and 1850 England’s population almost trebled, producing the fastest growth rate of any western European country, and the number of people living in London increased at a similar rate. By 1830 over 10% of England’s population lived there and it was the biggest city in the world with over 1.5 million people. Although musical performances and publishing began to flourish in the provinces during the

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1 For Clementi’s biographical details see David Rowland (ed.), The Correspondence of Muzio Clementi (Bologna: Ut Orpheus Edizioni, 2010), liiiff and Leon Plantinga, Clementi: his Life and Music (Oxford University Press, 1977).
2 The statistics in this paragraph are drawn from chapters 1 and 2 of Robert Floud, Jane Humphries and Paul Johnson (eds), The Cambridge Economic History of Modern Britain, (new edition, Cambridge University Press, 2014). For a broad history of consumer culture see Frank Trentmann, Empire of Things: how we became a world of consumers, from the fifteenth century to the twenty-first (London: Allen Lane, 2016).
period, the nation’s capital was its undoubted centre of musical activity. Music was an important element in the lives of London’s increasingly-numerous wealthiest citizens. Both concert life and domestic music-making boomed and musical-instrument making and retailing flourished. Everything was in place to guarantee the success of the music publishing industry which fuelled this activity, and many entrepreneurs seized the opportunities afforded by this environment, setting up in business as music sellers. As we will see, Clementi and others proved that substantial fortunes could be made in music publishing, but disaster could also strike when, for example, the economy took a temporary downturn because of war in the 1790s and 1800s. Especially at those times, companies which were badly run, or which were vulnerable in other ways, could easily become bankrupt, as happened with Longman & Broderip and Corri, Dussek & Co. in 1798 and 1800 respectively. But if good management was in place there was little reason for companies not to prosper.

As music publishing gathered pace the legal framework necessary to protect composers’ and publishers’ incomes developed. In Britain the copyright act of Anne had been enacted in 1710, but it was not until 1777 that the courts established definitively that it applied to music. The resolution, or partial resolution, of other copyright issues followed. The legal term of music copyright was tentatively settled only in 1785, when a court ruled that it would be assumed to last for 28 years unless a shorter, 14-year period was explicitly stated in a contract. There were also debates about the ownership of rights to words set to music, the ownership of rights to arrangements of works, and some international copyright issues. But although the legal context was complex and to an extent uncertain, the practicalities were generally uncomplicated from a composer’s point of view; unless he retained his own copyright and published a work himself, the composer simply handed over the manuscript and associated copyright to a publisher in return for a fee. Since no system of royalty payments for music existed until the closing years of the nineteenth century, a composer received no further income from a work. Having taken on all of the financial risks of publication, it was the publisher who stood to take the profits from publication, or who derived income from the sale of the copyright to someone else.

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7 For the introduction of royalties see, for example, John Drysdale, Elgar’s Earnings (Cambridge University Press, 2013), especially Chapter 2.
Copyright law outside of Britain varied from country to country, and in the case of Germany, from state to state.\(^8\) Crucially, there were no international copyright agreements until later in the nineteenth century, so a work published in London during this period had no protection in another country unless a foreign publisher secured copyright under local law. Similarly, works published in other countries and imported into Britain had little or no copyright protection, unless they were also published by a British publisher.\(^9\) Without international copyright protection many unauthorised (or ‘pirate’) editions made their way onto the market quite legally. The ways in which composers and publishers combatted these problems will be reviewed later in this chapter, after we have surveyed London’s publication practices and copyright assignments worked.

**Publication and copyright arrangements**

A first step to understanding publication and copyright arrangements is to find a way of establishing who owned the rights to published music. This is not a straightforward task, but it can be accomplished in a number of ways. Receipts for copyright and publishing plate sales still exist in the material associated with Preston’s publishing business now in the British Library and in the somewhat larger collection of the publisher Birchall in the Newberry Library.\(^10\) As well as identifying the copyright holders of a small proportion of the period’s works these sources also reveal that the copyright owner also owned the associated publishing plates.

Composers’ correspondence sometimes provides evidence of copyright ownership. Actual publishing contracts are also occasionally found, such as one drawn up in 1796 between Clementi’s subsequent business partner, Frederick Augustus Hyde and the composer Joseph Haydn, as well as the contract between Clementi and Beethoven signed in 1807, both of which will be discussed below.\(^11\) But like the publishers’ archives, the documents that originate with the composer provide information about only a small proportion of the period’s music.

A much larger body of copyright evidence is found in the Stationers’ Company registers, where, according to the Copyright Act, a work’s publication details were supposed to be recorded prior to copies being distributed to the country’s copyright libraries. Up to the 1770s only a relatively modest proportion of new publications were registered, but once it

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\(^9\) Towards the end of the period there were challenges in the courts which argued that music published on the continent and then brought to Britain for sale could infringe copyright law in some circumstances; see Mace, ‘Music copyright in late eighteenth and early nineteenth century Britain’, 154.

\(^10\) See Mace, ‘The Preston copyright records and the market for music in late eighteenth- and early nineteenth-century England’ (forthcoming). Preston’s copyright material is to be found in British Library Add. MS 63814. The archive of Birchall’s publishing materials is in the Newberry Library, Chicago, MS IV 209.52.

\(^11\) Rowland (ed.), *The Correspondence of Muzio Clementi*, Appendix 5, 403-410.
was determined that the Copyright Act applied to music the number of registered musical items grew very quickly, providing a wealth of information about copyright.\textsuperscript{12}

Publication information was recorded in the Stationers’ Company records in date order and each page of the registers was divided into three columns. The first column was headed ‘Property of’; it was in this column that the copyright holder’s name was written, either an individual or a company. The second column was headed ‘Share’; most entries in this column simply recorded the word ‘Whole’, indicating that all of the copyright belonged to the person or company named in the previous column. In later records this column was usually left blank, as it was assumed that the copyright belonged to the person or company named in the first column. The third column contained details of the author/composer and title of the work along with the name of the official who registered the deposit.

Not only can we gain copyright information directly from the Stationers’ Company records themselves, but we can also compare their wording with the text commonly found on the title pages of music publications in order to understand the meaning of certain frequently-used phrases and their relevance to copyright ownership. Title pages almost invariably include wording such as ‘printed and sold by’ followed by a publisher’s name, ‘printed for the author’, or ‘printed for the author and sold at’ followed by music shop details. A comparison of these formulations with the information in the Stationers’ Company records shows that they had specific meanings regarding copyright ownership and we will use that information in order to examine the various models of publication and copyright ownership that were in use during the period.

**Publisher-owned copyright**

Notwithstanding a small number of anomalies, in the vast majority of cases where a comparison has been made of published title pages with the Stationers’ Company registers it is clear that title-page wording such as ‘printed and sold by’, followed by a publisher’s details, indicates that copyright was owned by the publisher. From the prevalence of this formulation the conclusion can be drawn that the publishers usually held the copyrights, although Nancy Mace notes a significant rise in the number and proportion of registrations of composer-owned copyrighted works in the 1780s and 1790s.\textsuperscript{13} This may indicate a rising trend for composers to own their own copyrights in the light of the profit levels made by publishing firms and the consequent dissatisfaction of musicians (see below), or it may represent a more conscientious approach to registration by composers who, from the late 1770s, thought that their rights would have greater protection if their works were registered.

Turning to Clementi we see that the formulation ‘Printed and sold by’ was used on the title pages of three out of the four compositions by him first published by John Welcker (WO2, Op.2 and Op.3), his Op.1 having the abbreviated form ‘printed by’. Either formulation can

\textsuperscript{12} For information on music entries in the Stationers’ Company records see Nancy Mace, ‘The market for music in the late eighteenth century and the entry books of the Stationers’ Company’, *The Library*, 10/2 (2009), 157-187.

\textsuperscript{13} Mace, ‘The market for music in the late eighteenth century’, 163-165.
also be found on about three-quarters of Clementi’s works published while he was still making his living as a composer and performer. The same formulation continues to be used on the title pages of his works published after 1798, when he became a partner in his own publishing firm. From the title pages of these later works, as well as the relevant entries in the Stationers’ Company records, we learn that he routinely assigned the copyright to his own firm from this time onwards.

How did a composer such as Clementi benefit when he sold a work’s copyright to a publisher? The most obvious advantage was that the composer earned a one-off fee, assuming that the publisher actually paid up (which was not always the case – see below). A sum of £40 or £50 was not an unusually high fee for a set of sonatas, or work of equivalent length, by a well-known composer (lesser composers settled for less) and it was a reasonably substantial sum at the time, equivalent to the total annual salary of a skilled labourer, for example, or three months’ worth of a salary of someone in a lower ‘middling sort’ income bracket into which a number of musicians fell. In addition to the fee itself, the composer benefitted because it was the publisher who took the entire financial risk of publication; once the manuscript composition left the composer’s hands it was the publisher who generally paid for the engraving, printing, advertising and selling of the work. And if a work sold well, the composer could benefit from wide exposure, especially if the work was purchased by one of the larger London firms. These firms had considerable reach. Typically, a well-established late eighteenth-century London publisher sold music at their own shop, or shops, in London as well as at other publishers’ outlets in the capital. In addition, the larger publishers distributed music to a network of music shops throughout Britain. So, for example, an advertisement for Longman, Clementi & Co. in The Times on 1 August 1800 told readers that their music was available ‘at all the music-sellers in England’ (Scotland and Ireland should have been included). Presumably the list of towns and cities that followed was not exhaustive, and it certainly was not confined to England, because it omits a number of important places with multiple music shops such as Cambridge, Norwich and Oxford. The following places are named in the list: Bath, Birmingham, Bristol, Chester, Cork, Dublin, Dungannon, Edinburgh, Glasgow, Leeds, Limerick, Liverpool, Perth, Salisbury, Southampton, Wakefield and York. In addition to their coverage of Britain, the major London music publishers also had extensive links with publishers in Europe, particularly (but by no means exclusively) in the major publishing centres of Paris, Leipzig and Vienna. There were also colonial and other overseas markets. In 1785, for example, George Mann sailed to Calcutta and in the following year announced in the local newspaper that he had ‘just arrived from Messrs Longman and Broderip’ and was setting up a music shop. This was by no means the first music shop in Calcutta to sell music published in London since several others operated there in the period. British musical goods and publications were sent to

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other parts of the globe as well. Of course, in the absence of royalties composers in London derived no direct financial benefit from sales to these far-flung markets, but a wide reputation could lead to higher fees for subsequent compositions, high-paying pupils and good audiences for their performances and commissions.

Although composers could reap rewards from the sale of their copyrights, they did so in the knowledge that many of the publishers were becoming significantly wealthier than they were on the back of their creative efforts. David Hunter notes that John Walsh left £30,000 on his death in 1736 and that his son left £40,000 thirty years later, while Robert Bremner owned substantial properties in London and Brighton at his death in 1789. However prolific they were, composers could never hope to make these sorts of amounts from selling their copyrights. And although a £40 or £50 fee was welcome, it was not a particularly large amount compared with what a high-profile musician could earn from teaching or (at least for singers) from performing. Clementi, undoubtedly one of the best-paid teachers in London, could earn the same amount for just a few days’ teaching; an account of his life in the Quarterly Musical Magazine, which he sanctioned, related that towards the end of the eighteenth century, ‘wishing to secure himself sufficient time for the prosecution of his studies, he raised his terms for teaching to one guinea per hour. His fame, however, was so great, that this augmentation of price rather increased than diminished the candidates for his instruction’. Mrs Papendiek confirmed the sum that Clementi charged: ‘He succeeded in getting extensive teaching at a guinea a lesson; all others, Schroeter included, received only half that sum’. Performing would have added significantly to Clementi’s income.

Composer-owned copyright

Instead of selling their copyrights to publishers, composers could retain their rights and publish their music themselves. A comparison of the Stationers’ Company records with printed scores shows that in such cases the composer’s ownership of the copyright was usually signalled on published title pages by the formula ‘printed [or published] by the author’. This formula is found on the first editions of Clementi’s Opp. 4, 13, 14, 15, 26 and 34 and on the re-issues of some earlier works (eg. Opp. 2, 6, 7 and 9). The financial benefits of this arrangement are obvious; the composer kept all of the profits and if a work sold well, those profits might accumulate substantially over the years. But there were many disadvantages, which explain why musicians were reluctant to self-publish. Since it was the copyright owner who usually arranged for the engraving and printing of a work, the financial burden of engraving, printing and the cost of paper (which was expensive) in this case fell on the composer. Further financial risk was involved in any advertising that was undertaken. So, for example, Clementi paid for an advertisement for just his Op.13 Sonatas in the Morning Herald and Daily Advertiser on 30 May, 3 June and 13 June 1785. However, the

18 The letter of Clementi’s son, Charles, to John Davis Sainsbury of 20 January 1824 reveals that the account of his life ‘meets with his approbation in the principal parts’, Rowland (ed.), The Correspondence of Muzio Clementi, 309.
19 Quarterly musical magazine & review, 2/7 (1820), 312.
20 Mrs Papendiek, Court and private life in the time of Queen Charlotte (London: Richard Bentley & Son, 1887), vol.1, 202-203.
cost per work for these sorts of announcements was expensive compared with the approach of commercial publishers, who included several works in each of their advertisements, using only slightly more column space. There was also a limit to the market that could be reached by a composer acting alone, who was unlikely to reach the wide, international audience to which commercial publishers had access. Finally, a composer could be inconvenienced if his works were sold from a private address; composers frequently moved and they were often absent from their lodgings, giving lessons, rehearsing for a concert, and so on. Finally,

Clementi’s Opp. 13, 14, 15 and one of the later editions of his Op.2 were all sold from his private address (20 Goodge Street for Opp.13-15 and 45 Upper Mary-le-bone Street for Op.2). However, a different model was followed for Opp. 4, 26 and 34, which were printed for the author and sold at a commercial outlet, according to their title pages. Opp.4 and 26 were sold by the music publishers Welcker and Preston respectively and Op.34 by the bookseller, Gray (we should note, however, that the title page of Op.4 states that it was also sold at Clementi’s address, No. 11 Princes Street Leicester Fields). In each case the commercial address at which they were sold is printed on the title page, showing that some sort of formal deal must have been struck with each business prior to printing. It is not clear which of the two models was followed for Opp. 6 and 7, because their title pages have blank spaces following the text ‘Printed for the Author and Sold at’, presumably because the sales details had not been determined when the music went to press. And although the sales arrangements appear to be clear from the title page of Op.14, a combination of the two models seems to have been used in practice (as it had been with Op.4); while it was announced on the title page of Op.14 that the work was ‘Printed for the Author & to be had of him, at No. 20, Goodge Street, Tottenham Court Road’, it was also advertised for sale at Longman & Broderip’s in the Morning Post & Daily Advertiser on 6 and 7 July 1786. Either Clementi changed his mind about the arrangements, or he sold a number of copies to Longman & Broderip from his own stock, while keeping the rest for sale from his home address, or both.

When composers self-published but sold their works through a commercial outlet there were major financial disadvantages, since publishing firms took a disproportionately large slice of the profits, as described in an anonymous advertisement that appeared in the Morning Herald and Daily Advertiser on 2 March 1781:

The Composers of music, in London, most respectfully acquaint the nobility and gentry, that henceforth their new music will be sold at their dwelling houses; the reason for this is, because the music-shop keepers take so much advantage over the composers, viz. 1st when a set of music sells for 10s 6d the music shops take half a crown for their trouble of selling it. I think sixpence or a shilling profit is sufficient for a copy, as the only trouble is to sell it to the person that asks for it in the shop. – N.B. As it is customary with the booksellers. 2ndly, the music-shop keepers take the seventh copy for their profit, which they call allowance; consequently there remains only 6s 3d out of the half guinea to the composer for his performance, and he is obliged to pay the engraving, printing, paper and other expenses. The composers of
music will refer to the impartial judgment of a generous public, if it is just, that when a good composition appears, and is recognised by the public, that the music-shop keepers, take the money and for the composer remains only the honour, by which he is to live.

In other words, in these circumstances the publishers won financially, even if the composers decided to mastermind the publishing process and retain their own copyrights.

If composers of the late eighteenth century thought they were getting a poor deal from London’s music publishers, the situation was probably no better in the early nineteenth century. It seems likely to have been the tensions between composers and publishers that led to the formation of the Regent’s Harmonic Institution in 1818 (known from 1820 as the Royal Harmonic Institution). The Institution was founded by over twenty musicians who agreed to finance the reconstruction of the Argyll Rooms in the expectation that they would be paid back through the sales of music, pianos and harps from the lower saloon of the building. In February 1819 the *English Musical Gazette* (p.34) reported the opening of the Institution’s music shop, at the same time reproducing one of its aims, which was ‘to encourage the efforts of composers, by printing and publishing their works upon the most liberal terms, and by affording to men of genius those opportunities of making their talents known, that they may not have hitherto possessed’. The details of how these aims were accomplished are not yet known, but the example of J. B. Cramer’s publication history suggests that he may have had a better deal when he published through the Institution than he would otherwise have had. From September 1819 to April 1822 Cramer published nine works with the Institution. They were all ‘printed [or published] for the author [or proprietor]’ and published by the Institution, showing that Cramer kept the copyrights at the same time as using the Institution’s services. Does Cramer's decision to publish in this way suggest that he made more money than he would otherwise have done had he used another publishing firm? We can only guess; but whatever benefits Cramer and others may have gained from publishing with the Institution were short lived, since it failed in June 1823.

**Publishing through an agent**

So far we have only considered two categories of actors in the publishing of music during the period – the composers and the publishers. But there seems also to have been a third category – the agents who from time to time acted as intermediaries between the composers and publishers. Further research is needed in this area in order to assess the extent of the practice, but enough is known of the way in which some intermediaries worked to be able to identify a ‘professional agent’ class among them.

During this period composers’ works were increasingly published at around the same time in more than one country. This practice of simultaneous publication took place not only to maximise profits and to secure international reputations, but also to combat the actions of ‘pirate’ publishers, who bought music in one country and published it in another without

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21 Alan Tyson, *The authentic English editions of Beethoven* (London: Faber and Faber, 1963), 103 states that the change in style of the institution took place in 1820.
any legal sanction in the absence of copyright protection across international borders. Coordinating simultaneous publication and dealing with other matters across international boundaries were not straightforward tasks, especially during those times of war when communications were difficult, so it was sometimes more convenient for a composer to work through a representative who could negotiate on their behalf, or take care of elements of the publishing process.

By virtue of being a pianist/composer himself, as well as being mentioned frequently in correspondence, Ferdinand Ries is a well-known example of someone who helped his teacher Beethoven with his London publishing activities. The work was presumably undertaken by Ries because of his continuing friendship with Beethoven and the debt that he owed to his former teacher. It was also undertaken alongside Ries’s performing and composing activities, so acting as an intermediary between Beethoven and his London publishers was peripheral to his main activities. Doubtless there were similar arrangements between other musicians at the time, such as the assistance given to Haydn by Charles Burney over the subscriptions to The Creation, in deference to Haydn’s stature as a composer. But these personal relationships were very different from the more commercially-focussed interactions between musicians and individuals who made a living as agents. One of the most influential of these agents in the period is Johann Rheinhold Schultz, who dealt with some of the major composers and publishers of his day.

In 1972 both Alan Tyson and Joel Sachs drew attention to Schultz.22 By means of some deft investigative work Tyson was able to identify Schultz as the author of some articles about Beethoven in The Harmonicon, as the copyright owner (‘proprietor’) of the British edition of Beethoven’s ‘Kakadu’ Variations, op.121a,23 and as the London neighbour of Sir George Smart. Sachs’s article on the London publication of Hummel’s works contains numerous references to Schultz as a conduit between the composer and his publishers.

Tyson points out that one of the Harmonicon articles contains a reference to a meeting between Beethoven and Schultz in 1816. This is the first-known reference to the latter. We learn more about Schultz’s Viennese origins and his family from Sir George Smart. In the following account of Smart’s visit to the Schultz family it is clear that they had a home in Mödling, a village not far from Vienna:

On Thursday, September 15th, at seven, le Chevalier Fodransperg called to take me to the village of Mödling, about one hour and a half’s drive on the road to Italy, where I was very kindly received by Madame Schultz. A son, who was there, a daughter, a little girl almost in arms, together with the two boys and the father, who are now in London, make up the family.24

23 In an earlier article Tyson discusses the English edition of these variations and their connection with Schultz (although at this point Schultz was still wrongly identified as Edward (Edouard) Schultz); see Alan Tyson, ‘Beethoven’s ‘Kakadu’ Variations and their English history’, The Musical Times, 104/1440 (1963), 108-110.
24 Leaves from the journals of Sir George Smart, 121.
Elsewhere in Smart’s journals we also learn that the family had property in Vienna itself.

The first reference to Schultz in London is the publication of *A Key to Dr Noehden’s Exercises for writing German By John R Schultz* by Thomas Boosey in 1817. (Tyson notes that in the preface to the third edition of 1830 the author’s full name is given.) The association of Schultz with the publisher Boosey is significant, since Schultz went into business with the Boosey family firm. The *London Gazette* for 4 March 1823 (p.356) announced that:

Notice is hereby given, that the Partnership lately subsisting between us the undersigned, Thomas Boosey the elder, John Boosey, Thomas Boosey the younger, and Johann Rheinhold Schultz, in the trade or business of Importers and Publishers of Foreign Music, under the firm of T. Boosey and Co. in Holles-Street, Cavendish-Square, in the County of Middlesex, was this day dissolved by mutual consent: As witness our hands this 1st day of January 1823.

Thos. Boosey.

John Boosey.

T. Boosey, jun.

J. R. Schultz.

No evidence for the date at which Schultz joined the partnership has been found, but since the firm were described in the *Gazette* as ‘Importers and Publishers of Foreign Music’ we can imagine that his role as an intermediary between Vienna and London was of particular importance to them.

Schultz’s connections with Vienna and London made him an ideal agent for Beethoven. Correspondence from 1824 between Schultz and the Viennese publisher Tobias Haslinger shows that he had ambitions to act for Beethoven for more than just the ‘Kakadu’ Variations mentioned above. Schultz also acted for J.B. Cramer, since the manuscript of the latter’s Sonata in D minor, op.63 (dated 15 December 1821) bears the annotations ‘A mons. C.F. Peters, bureau de musique’ and ‘Favored by my friend J.R. Schulz [sic] Esq. De faire publier cette composition le 30. Du janvier prochain, 1822’. He was also the dedicatee of Breitkopf & Härtel’s edition of Cramer’s Capriccio Op.64.

Schultz’s name is associated with Ignaz Moscheles by virtue of his being the copyright owner of the latter’s arrangement of Beethoven’s Egmont Overture. The work was published by Addison & Beale and entered in the Stationers’ Company records on 9 August 1824. There are also strong suggestions that Schultz acted as a go-between for Weber and his London publishers; it is likely that he is the ‘Mr. R: Schultz’ and ‘Schulz’ mentioned in Weber’s Tagebuch on 24 September 1818 and 25 November 1819. But the composer with whom...

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28 See [http://www.weber-gesamtausgabe.de/de/A007962.html#XMLPreview](http://www.weber-gesamtausgabe.de/de/A007962.html#XMLPreview), consulted 14 October 2016.
Schultz had the most substantial connection was Johann Nepomuk Hummel. Writing of the 1820s Sachs comments that

Most of his [Hummel’s] compositions of this period were destined for London, and particularly for a resident German [?], J. R. Schultz, who bought them on speculation and resold them for publication.29

Elsewhere Sachs comments that:

Schultz’s first commission from Hummel was the Trio in E major for piano, violin, and cello, published by Boosey and Peters as Op.83 [in 1819] ... Because both Boosey’s and Peters’s names appear on the title pages of both editions, we are given to assume that the trio was the first of Hummel’s compositions to be published simultaneously in two countries. In fact, Peters’s edition was not his property: various comments in Hummel’s letters suggest that Schultz had bought the work from Hummel and resold it to Peters – quite legally – for publication in Germany.30

Around a dozen more works exist dating from 1819 to 1825 and commissioned by Schultz from Hummel and are included in the ‘Chronological list of compositions of Hummel’s Weimar years’ at the end of Sachs’s book.31

These references to Schultz’s activities show that he had a pivotal role as an intermediary between Beethoven, Cramer, Hummel, Moscheles and their London publishers. From the evidence presented above, as well as from further correspondence cited by Sachs, we also learn that he had good relationships with the Leipzig publisher Peters and the Viennese publisher Haslinger. Not only did Schultz smooth the progress of music through the publication process for his clients in London and on the continent, but he also commissioned works as well as owning and selling copyrights to music by them. We know nothing of the income derived by Schultz as an agent, but it seems likely that he made enough to live off his activities. Whether there were many others in Europe with similar careers to Schultz’s during this period is not yet known, but his activities as an agent were clearly important to composers working in the international arena who needed to negotiate with publishers at a distance, and who perhaps did not necessarily have the requisite language skills.

Clementi and London publishers

Having examined issues of copyright ownership in London as well as a variety of business models for music publication, we are now better-able to understand the actions and fortunes of composers who worked within the constraints of London’s music publishing environment at the end of the eighteenth and beginning of the nineteenth centuries. Clementi’s case is a particularly revealing one, since his London career spans more than 50 years, and since he had experience both as a composer and a businessman.

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As already mentioned, around three-quarters of Clementi’s works composed prior to his direct involvement in the publishing business from 1798 were sold to commercial publishers. It was only relatively rarely that he decided to retain his own copyrights and on the occasions when he did so it was probably for particular business reasons, as the following examples suggest. The first instance relates to the publication of his Op.4 Sonatas, which were ‘printed for the AUTHOR and sold by JOHN JOHN WELCKER (Music Seller to their MAJESTIES and all the ROYAL FAMILY) No. 10 Hay Market. And to be had of the Author No. 11 Princes Street Leicester Fields’. They were advertised in the Morning Post and Daily Advertiser on 29 February 1780. They appeared against the background of Welcker’s impending bankruptcy, which was announced in the London Gazette on 25 March 1780, and which had significant consequences for Clementi, as we learn from a letter to his father dated 1 August 1784:

A certain Welcker, who was very well-known throughout Europe and who used to have a music shop in London, went bankrupt three or four years ago, and he had over 300 guineas of mine … I went to Welcker with six sonatas in manuscript form, for him to get printed, he gave me a promissory note to receive 50 guineas at a certain point in the future, since he had no cash. When it came to the agreed point in time, he was not able to pay me, but he promised me, if I would wait a year for the payment then he would pay me five percent interest (which is the interest rate fixed by the law). When the time came, again he could not pay me etc. etc. 32

By the time of Welcker’s bankruptcy Clementi had sold him four works; two sets of six sonatas (Opp. 1 and 2), his Black Joke variations (WO2) and three duets and three sonatas (Op.3). The passage of the letter which mentions the six sonatas must refer to either his Op. 1 or Op.2 and the unpaid 50 guinea copyright fees formed one-sixth of the 300 guineas Clementi was owed. It is likely that similar amounts were owing for the other works, except for the Black Joke variations, which would not have commanded such a high fee. If this calculation is right, the copyrights for these four works would only have accounted for a little over half of the 300 guineas owed to Clementi. It is therefore likely that Clementi was owed money for other work undertaken for Welcker, such as arranging – the sort of work that a number of pianist/composers undertook in the period.

Clementi’s decision to self-publish his Op.4, rather than to assign its copyright to Welcker, may have stemmed from his knowledge of the publisher’s financial difficulties. Since Clementi’s Op.4 was advertised less than a month prior to Welcker’s bankruptcy, the composer probably had some indication of the publisher’s problems by the time he was ready to negotiate with him over Op.4. Whatever the background, Clementi clearly intended to safeguard his financial position by retaining the copyright of the work.

Clementi’s problems with Welcker were compounded by the fact that the copyrights to his Opp. 1, 2, and 3 and the Black Joke variations did not return to him after Welcker’s business had failed. Instead, they appear to have been purchased by other publishers when

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32 Rowland (ed.), The Correspondence of Muzio Clementi, 13-16
Welcker’s stock was sold in July 1780, no doubt with a view to accumulating sufficient funds to compensate the company’s creditors. All of these works were published not long after the bankruptcy in unchanged or corrected reissues by S. A. & P. Thompson, Dale, Blundell and Longman & Broderip. Yet further salt was rubbed into the wound by unpaid debts owed to Clementi by John Welcker’s brother-in-law James Blundell. Clementi’s letter to his father of 1 August 1784, already partially quoted, comments that Blundell ‘was a music merchant from the Hay Market who went bankrupt about a year ago, and he owed me about 40 guineas … he owed me that money for six sonatas, a hundred copies of which were lost at sea coming from London to Paris’. It is not clear which sonatas these were. Blundell may have purchased the copyright of some of Clementi’s works when Welcker’s stock was sold, or he may simply have purchased the copies of the works themselves. In any event, Blundell’s catalogue of c.1781, *A catalogue of vocal and instrumental music, engrav’d printed & sold by James Blundell, music seller to His Royal Highness the Duke of Cumberland, at no. 10 Hay Market, facing the Opera House, London Son in law and successor to the late Mr Welcker of Gerard Street, Soho*, included Clementi’s Op.1, Op.2 and Op.4, all of which were collections of six sonatas and all of which were on sale at half a guinea a copy.

Clementi must have ordered a hundred copies at a discount of 20% and paid for them, but when they were lost at sea Blundell must have assigned the risk to the composer, rather than to himself, and Clementi had not received his money back by the time he wrote to his father in 1784. Did Clementi ever receive money from Welcker or from Blundell? It is possible that he did, as one of their creditors. When he wrote to his father in 1784 he was hoping that he would ‘be able to recoup a part of the debt, depending on how their assets are divided up, but until all their affairs are sorted out a lot of patience will be needed’. But whether his patience was rewarded is unknown.

Following Clementi’s miserable introduction to London’s music-publishing scene he left for the continent, where his works of the early 1780s first appeared. On his return in late 1783, or early 1784 he began publishing again. He dealt with a number of firms, including Longman & Broderip, one of the most prominent music publishers at the time, to whom he sold a number of copyrights. But Longman & Broderip’s financial management was poor and their bankruptcy followed in 1795. Clementi suffered once again and the account of his life in the *Quarterly Musical Magazine & Review* says that he ‘lost a large sum of money by the failure of the well-known firm of Longman and Broderip’. How large this sum was and how Clementi came to be owed it are unknown. The amount may have resulted from unpaid copyrights, as with Welcker, or it may have comprised fees for some other services, or both, but it was probably no accident that Clementi self-published his Op.34 in the same year, perhaps realising that he was unlikely to receive any money for it from Longman & Broderip.

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35 Rowland (ed.), *The Correspondence of Muzio Clementi*, 13-16.
36 Ibid., 15.
38 *Quarterly musical magazine & review*, 2/7 (1820), 312.
Clementi cannot have been the only composer to suffer from publishers’ financial mismanagement and the bankruptcies that plagued the music-publishing business in late eighteenth-century London. Given the frequency with which they occurred, many, if not most, composers must frequently have been in the same position. Probably exasperated by this situation, as well as by the poor treatment they received from publishers even when they were still in business, a number of composers turned to publishing themselves.

It may have been his position as a creditor to Longman & Broderip that prompted Clementi to become an assignee of their bankruptcy in 1795, in which role he will have been responsible for securing financial recompense for all of those to whom the firm owed money. Three years later, on 1 November 1798, he became a partner in the successor firm, Longman, Clementi & Co., which became known as Clementi & Co. in 1801.39 This transformation finally ensured that Clementi was no longer prey to the ambitions of other music publishers and that he enjoyed his last decades as a wealthy man. As we have already seen, now that he was a partner he assigned the copyrights of his own works to the firm so that he could benefit from the profits of their sale as the value of the company increased. We know from a balance sheet dated 24 June 1811, drawn up when Frederick Augustus Hyde retired from the partnership, that Clementi did very well out of the business.40 Having invested £3000 in 1798 his share of the business in 1811 was just over £42,000. When he resigned from the partnership for good in 1831, a year before his death, he would have been a very wealthy man.

The transition from composer to publisher around this time was not unique to Clementi. Several of London’s musicians at the end of the eighteenth century and beginning of the nineteenth became businessmen, albeit with varying success. Charles Dibdin was an early example, setting up in publishing around 1790, following his annoyance at the profits earned by other publishers at his expense.41 Dussek became a partner in a music-publishing and instrument-selling company at the beginning of 1794, but the combination of what appears to have been his uncertain commitment to the firm and the lack of business acumen of his partner, Domenico Corri, led to the failure of the business in 1800 and Dussek’s subsequent flight to Europe.42 Johann Baptist Cramer did rather better than Dussek. His first business venture was an instrument-selling partnership with Thomas Key which was dissolved on 29 September 1807.43 His next partnership was in the music and musical-instrument making business with Samuel Chappell and Francis Tatton Latour, which was dissolved on 26 December 1814.44 From 1810 to the end of this partnership all of his music was published by the firm. Finally, having been one of the investors in the Regent’s Harmonic Institution (see above), in 1824 he went into another music publishing and

40 A transcription of the balance sheet is in Rowland (ed.), The Correspondence of Muzio Clementi, 421-425.
41 David Hunter, ‘Music copyright in Britain to 1800’, 274.
42 See Rowland ‘Dussek in London’s commercial world’.
43 London Gazette, 3 October 1807, 1326.
44 London Gazette, 1 April 1815, 613.
musical-instrument dealing partnership with Robert Addison and Thomas Frederick Beale which continued until 31 December 1833.45

The international dimension

One of the factors that led to some of these musicians’ success as publishers was the international dimension they brought to their work. By the late 1790s Clementi was extremely well-connected in Europe. His music had been published in several countries and he had lived and performed in Paris, Vienna and many other cities. He knew the publishers and instrument makers in those cities and other firms that he did not know would have been aware of his reputation as an international performer and composer, so he was ideally placed in the increasingly international business environment. Both Dussek and Cramer shared a number of Clementi’s international credentials, which also put them in good positions to exploit the growing internationalism of London’s music trade.

From early in the eighteenth century London’s music publishers had imported foreign publications and exported their own goods. In the first half of the century Walsh imported music from the continent and he was followed in the 1760s and 1770s by Robert Bremer. William Forster, Longman & Broderip and John Bland all continued the trend46 and international publisher relationships seem to have strengthened still further in the 1790s and beyond. Ignaz Pleyel, for example, visited London in 1796, a year after setting up his music business in Paris. While in the British capital he made arrangements with Corri & Dussek for the publication of his works, announcing in the London and Edinburgh Gazettes that:

Ignace Pleyel feels it a Duty incumbent on him to inform the Public that the Works which will hereafter be published by Mess. Corri and Dussek, as well as what have already been published by them, purporting to be Pleyel’s Composition, may be depended on to be genuine Productions, faithfully engraved from the original Manuscripts.47

The announcement was personally signed by each of Pleyel, Corri and Dussek and in the following year the collaboration was strengthened with the announcement of Pleyel, Corri & Dussek’s Musical Journal, which had many works in common with Pleyel’s parallel publication in Paris, the Journal de chant et de piano-forté ou harpe, rédigé par Ignace Pleyel. Further evidence of growing international collaboration is found in the extended business trip to the continent undertaken by Clementi from 1802 to 1810, during which he established business partnerships with Breitkopf & Härtel in Leipzig, and Artaria in Vienna, among others. In the course of his travels he made arrangements for the publication in London of music by a number of composers. Beethoven was the most prominent, a number

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45 London Gazette, 7 March 1834, 414.
47 London and Edinburgh Gazettes, 12 July 1796, 676.
of whose works were published in first editions in London as a result. The examples of Pleyel’s collaboration with Corri, Dussek & Co. and Clementi’s developing relations with European publishing houses and composers are just two examples of a much wider trend of growing cooperation between musicians and music businesses either side of the English Channel.

The new opportunities that international publishing offered raised some important issues for composers and publishers. Reference has already been made to the activities of so-called ‘pirates’ and the practice that arose of publishing simultaneously in different countries with trusted collaborators in order to thwart their ambitions. But how did composers benefit from the new opportunities afforded by this growing internationalisation? In particular, what impact did it have on the kinds of contracts they agreed with their publishers at home and abroad?

International contractual arrangements took a number of different forms, all of them relying to some extent on the trust and goodwill of colleagues in the absence of a secure international legal framework. Sometimes, composers put the international publication of their works entirely in the hands of a single publisher, assigning to them all of the rights for any country. It was then in the publishers’ interests to secure agreements for publication in as many countries as possible, the profits being shared by the firms who were involved. This seems to have happened, for example, in the case Haydn’s contract with Frederick Augustus Hyde which was drawn up in July 1796. The contract was an ambitious one. Rather than including just one or two works, which would have been a more typical arrangement at the time, the contract was for everything that Haydn intended to compose over a five year period up to a certain maximum value and it stated that all of Haydn’s music delivered to Hyde in that period ‘shall become his absolute property’. Along with Clementi, in 1798 Hyde joined the new partnership of the successor firm to Longman & Broderip and he presumably brought to the business the very valuable contract that he had secured with Haydn. It must have been the association of Hyde and Clementi in the new firm that enabled Clementi, in a letter dated 6 March 1801, to negotiate with Pleyel in Paris on behalf of his new colleague the sale of the rights for Haydn’s Op.77 quartets along with Dussek’s Op. 46 and some works by Viotti. Rather than money changing hands on this occasion, Clementi wanted to exchange Haydn’s, Dussek’s and Viotti’s rights for the rights to some of Pleyel’s sonatas and quartets. A similar publisher-to-publisher rights exchange was to take place between Clementi and the Swiss publisher Nageli, as explained in Clementi’s letter to his business partner Collard written from Leipzig on 10 June 1804 (in which he also relates his initial meetings with Gottfried Christoph Härtel):

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48 Tyson, *The authentic English editions of Beethoven.*
51 Rowland (ed.), *The Correspondence of Muzio Clementi*, 72.
Now to return to honest Dussek. I think you may venture to send immediately by the post his three sonatas,\(^{52}\) if they be in the grand style, to Nägeli, at Zurich, as I mentioned in my last, for which he is to send you Beethoven’s grand sonata in E flat and a sonata by Woelfl in C minor.\(^{53}\)

In this instance Clementi owned the rights to Dussek’s sonatas by virtue of having a contract with the composer covering all that he wrote in the period 1799-1806.\(^{54}\) Judging by the nature of the negotiations that had taken place between Clementi and Nägeli, as well as between Clementi and Pleyel, Dussek must have signed over his international rights to Clementi & Co.

Not all contracts of the period put all of the international arrangements in the publishers’ hands. A different arrangement that gave greater autonomy to the composer came about when a contract listed a limited number of territories in which a work could be sold by a publisher, leaving the composer to make his own separate arrangements with companies elsewhere. Beethoven’s contract of 1807 with Clementi & Co. is an example.\(^{55}\) It was for the rights to publish in the ‘United Kingdom of Great Britain’ only. Beethoven reserved the right to negotiate with publishers elsewhere, but promised not to let the works be published outside of the United Kingdom until four months after he had dispatched the manuscripts to Clementi & Co., to allow time for engraving and printing in London. Although it was not stated in the contract, this condition was made in order to facilitate simultaneous publication as far as could be achieved at a time when international communications were becoming more and more problematic.

Cooperation between publishers is a major theme in the history of music publishing at the end of the eighteenth and beginning of the nineteenth centuries. As a footnote to this history two further aspects of the publishing information found on title pages deserve brief comment. The first is the trend that emerged of including on the title pages the names of three or four publishers in different countries, especially after peace was established in Europe in 1815. The utility of this practice is a little unclear, but later in this period the practice became a signal for publishers who had signed an inter-state agreement to avoid the pirating of a work if the German publisher on the title page was one of the signatories to the agreement.\(^{56}\)

The second aspect is the cooperative publishing arrangements that were made between publishers in the same city. From at least 1817 a number of title pages are found with the names and addresses of two or more London publishers. This happened, for example, in the case of a number of works by Clementi and Cramer (see, for example, Clementi’s ‘Batti Batti WO 10, published by Clementi & Co. and Chappell & Co. and his Canon ad Diapason, WO 11, published by Clementi & Co., Chappell & Co., Cramer & Co. and Hurst, Chance & Co.). The presence of two publishers on the title pages suggests that the copyrights may have been

\(^{52}\) The identity of these sonatas is not known.

\(^{53}\) Rowland (ed.), _The Correspondence of Muzio Clementi_, 119.

\(^{54}\) Rowland, ‘Dussek in London’s commercial world’, 105-106.

\(^{55}\) Rowland (ed.), _The Correspondence of Muzio Clementi_, 408-410.

\(^{56}\) Sachs, ‘Hummel and the pirates: the struggle for musical copyright’, 55-56.
shared, but the entries in the Stationers’ Company registers only include the name of one of them. There is much that remains uncertain about these arrangements. What were their benefits to the composers and publishers? If the copyrights were shared between two firms, did they each pay less for them as a result, while the composer received more than would otherwise have been the case? Did the arrangements mean that the music had a higher profile and greater circulation, maximising profits to both companies? These and other questions will benefit from further study.

Conclusions

Despite the healthy environment in which the music publishing industry operated from the 1770s to c.1830, it proved to be a period in which the composers often lost out financially to the publishers, whatever publishing and copyright models they used. Copyright protection during this period was unsophisticated and failed to take account of the continuing success that a publication might enjoy, so that publishers could make significant amounts of money from a work, or group of works, without having to pass any of their profits back to the composers. It was to be many decades before royalty arrangements rectified the problem. Admittedly, the publishers generally took the financial risk of publication, and disaster often struck in the form of bankruptcy for those who could not manage their businesses successfully. But well-organised publishers had an increasing market into which to sell their products, so financial success, although not guaranteed, was not unexpected.

Composers who were dissatisfied with the deals they received from the publishers, or with the sharp business practices they adopted, were always free to self-publish, but this had its own pitfalls in the expense of the process and the effort required to reach the market. Self-publishing never proved to be a popular option, although most composers tried it at some point in their career. The only convincing way in which the composers could beat the publishers was by joining them, which is precisely what a number of high-status musicians did in the 1790s by themselves becoming partners in publishing firms. Of those that did, Clementi was certainly among the most successful, if not the most successful, while Dussek failed embarrassingly.

London’s composers and publishers did not just operate within Britain. During this period, and despite the problems of war, it was possible for them to operate in international markets in which cooperation between publishers in different countries, already established by the mid-eighteenth century, became a common way of working. Composers worked within this environment in different ways. Some were content to sell their music to London publishers on the understanding that the latter could gain further financial advantage by selling on their copyrights to foreign publishers. Others preferred to retain control by themselves selling copyrights separately to the British Dominions and to European countries. In this international environment agents became important. The term ‘agent’ has never properly been defined in this context, but there were different types of intermediaries who operated, from the co-operative friend who helped a foreign composer secure publication in London, to the professional agent who made deals and who sometimes bought copyrights himself. The evidence is thin, but it would not be surprising if
further research showed that these professional agents were able to make a living from their activities.

Altogether, this was a period in which relationships between composers and publishers developed in new ways, as the market for music in Britain expanded and became ever more international in its scope.