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THE **FOUR COLOR**

COMIC BOOK HISTORY COMICS



UK & USA 1825-2006



THE
BRITISH
COMICS
INVASION!



KIRBY
STRIKES
BACK!



Comic Book History of Comics Vol. 2 #2 "The British Comics invasion/Kirby STRIKES BACK!"
- UK & USA 1825-2006

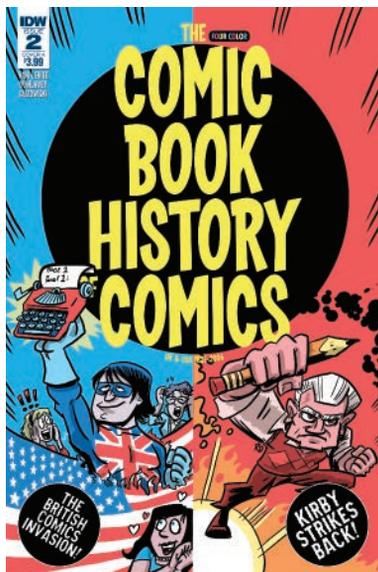
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THE GRABBERS

COPYRIGHT, A CREATOR'S RIGHT TO EXCLUSIVE USE OF HER "ORIGINAL WORKS OF AUTHORSHIP," IS GUARANTEED BY THE UNITED STATES CONSTITUTION.

ARTICLE I, SECTION VIII, CLAUSE 8 READS:



"The Congress shall have power...to promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries."

AND AS A SIGNATORY TO THE 1886 BERNE CONVENTION FOR THE PRODUCTION OF LITERARY & ARTISTIC WORKS, THE USA RECOGNIZES AUTHORS' COPYRIGHT AS **AUTOMATIC**--THAT IS, AS SOON AS YOU **CREATE** SOMETHING BY AFFIXING THAT EXPRESSION TO A SPECIFIC MEDIUM, YOU **OWN IT--PERIOD!**

(THOUGH ONLY BY REGISTERING YOUR COPYRIGHT AT THE **LIBRARY OF CONGRESS** CAN YOU SEEK **STATUTORY DAMAGES AND ATTORNEY'S FEES** IN COURT.)



ACCORDING TO THE COPYRIGHT ACT OF 1909, THOUGH, "AN **EMPLOYER** WHO HIRES ANOTHER TO CREATE A **COPYRIGHTABLE WORK** IS THE **AUTHOR** OF THE WORK...ABSENT AN AGREEMENT TO THE CONTRARY."



I GOT MY RIGHTS, DON'T I? HAW!

IN OTHER WORDS, IF SOMEBODY ELSE PAID YOU TO CREATE IT, THEY OWN IT.

IN THE BIZ THIS IS KNOWN AS "WORK FOR HIRE."

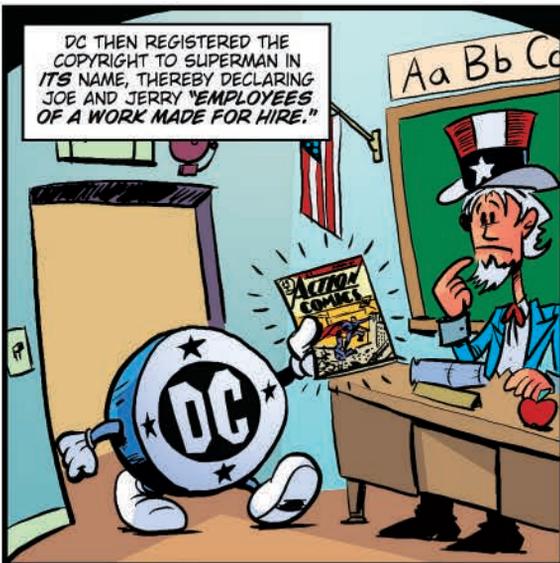
WE'VE ALREADY SEEN **JERRY SIEGEL** AND **JOE SHUSTER** CREATE THE **SUPERMAN** STRIP AT THEIR OWN INSTANCE AND EXPENSE IN THE MID-1930S AND SUBMIT IT TO **MULTIPLE PUBLISHERS** BEFORE FINDING IT A HOME AT **DC COMICS**.



ON MARCH 1, 1938, DC HAD THE INEXPERIENCED CREATORS SIGN A CONTRACT ASSIGNING "EXCLUSIVE RIGHT(S)" TO SUPERMAN "TO HAVE AND HOLD FOREVER" FOR \$130 -- \$10 PER PAGE FOR THE FIRST 13-PAGE SUPES STORY IN ACTION #1.



DC THEN REGISTERED THE COPYRIGHT TO SUPERMAN IN **ITS** NAME, THEREBY DECLARING JOE AND JERRY "EMPLOYEES OF A WORK MADE FOR HIRE."



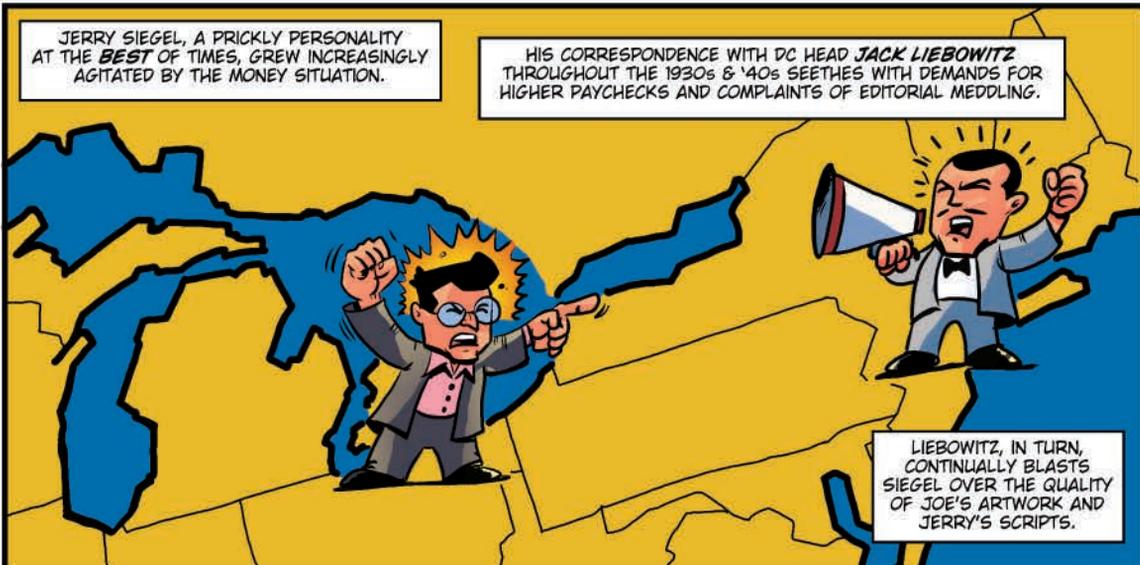
BUT THESE "EMPLOYEES" ACTED MORE LIKE **INDEPENDENT CONTRACTORS**, PRODUCING SUPERMAN FROM THEIR STUDIO IN CLEVELAND AND PAYING THEIR ASSISTANTS OUT OF POCKET.

AND WHILE THEY WERE FAR FROM **STARVING**, THE CREATORS OF SUPERMAN WERE MAKING CONSIDERABLY **LESS** THAN THE SUITS IN NEW YORK!



JERRY SIEGEL, A PRICKLY PERSONALITY AT THE **BEST** OF TIMES, GREW INCREASINGLY AGITATED BY THE MONEY SITUATION.

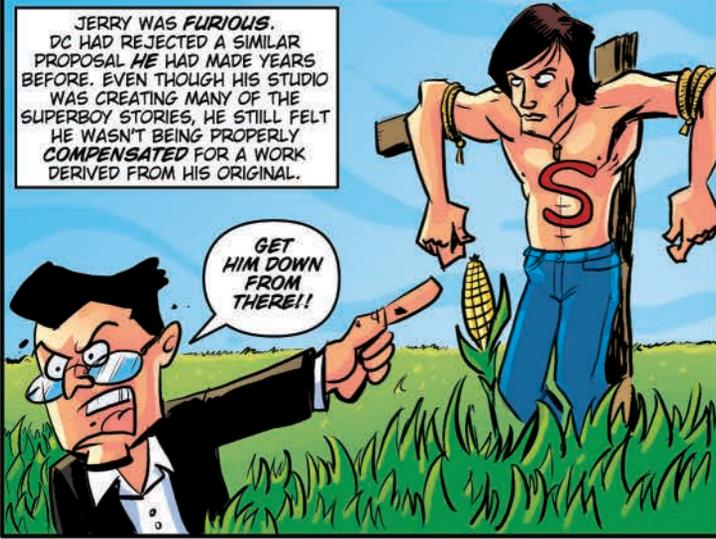
HIS CORRESPONDENCE WITH DC HEAD **JACK LIEBOWITZ** THROUGHOUT THE 1930s & '40s SEETHES WITH DEMANDS FOR HIGHER PAYCHECKS AND COMPLAINTS OF EDITORIAL MEDDLING.



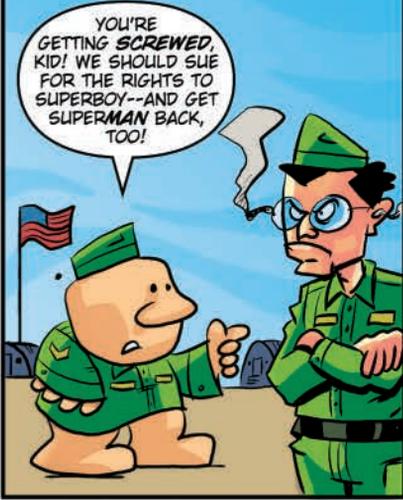
LIEBOWITZ, IN TURN, CONTINUALLY BLASTS SIEGEL OVER THE QUALITY OF JOE'S ARTWORK AND JERRY'S SCRIPTS.

AFTER JERRY WAS **DRAFTED** (JOE'S POOR EYESIGHT KEPT HIM OUT OF THE WAR), DC DECIDED TO INTRODUCE A YOUNGER VERSION OF SUPERMAN, **SUPERBOY**, IN 1944.

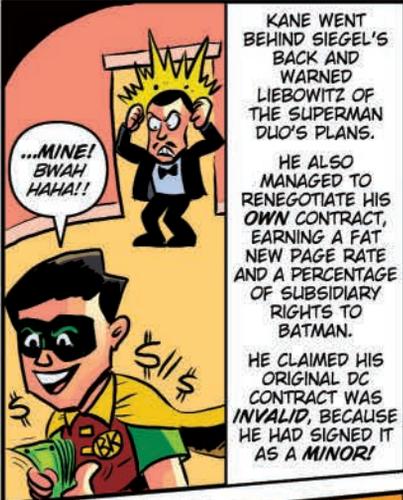
JERRY WAS **FURIOUS**. DC HAD REJECTED A SIMILAR PROPOSAL HE HAD MADE YEARS BEFORE. EVEN THOUGH HIS STUDIO WAS CREATING MANY OF THE SUPERBOY STORIES, HE STILL FELT HE WASN'T BEING PROPERLY **COMPENSATED** FOR A WORK DERIVED FROM HIS ORIGINAL.



SIEGEL FOUND A SYMPATHETIC EAR WITH ANOTHER SOLDIER AT HIS POST: LAWYER ALFRED "ZUGGY" ZUGSMITH.



SIEGEL TOOK ACTION NOT LONG AFTER WAR'S END. BELIEVING **BATMAN** CREATOR **BOB KANE**'S CONTRACT WOULD BE UP SOON, JERRY TRIED TO ENLIST HIM IN A **JOINT SUIT** AGAINST DC.



ZUGGY FILED SUIT AGAINST DC IN APRIL 1947 FOR OWNERSHIP OF SUPERMAN AND SUPERBOY AND \$5 MILLION IN DAMAGES.

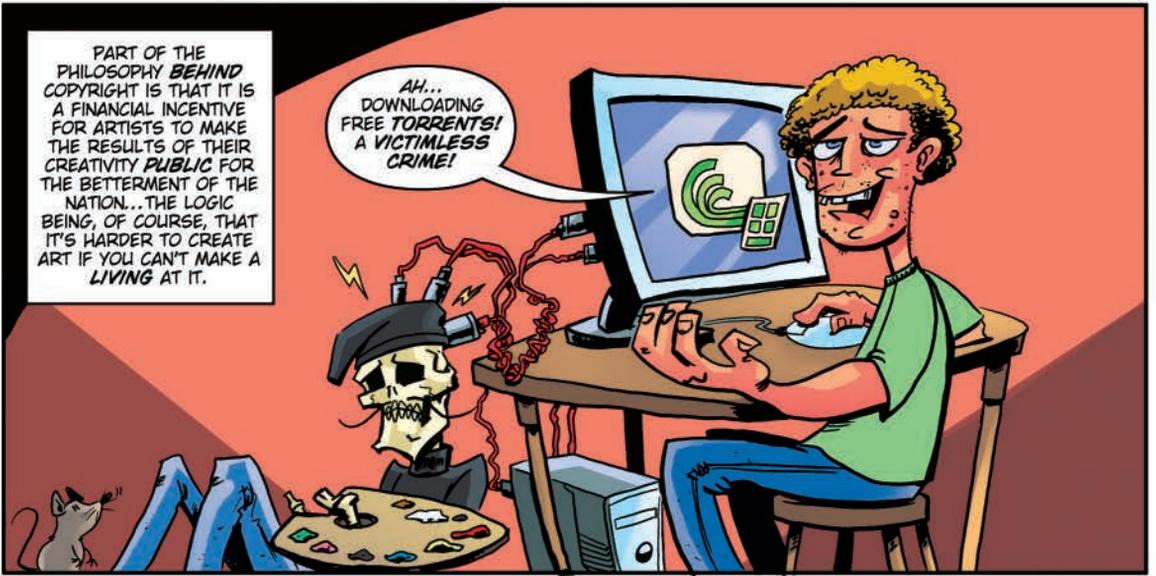
BUT THE COURTS RULED IN THE COMPANY'S FAVOR ON SUPERMAN (THOUGH SIEGEL ACTUALLY WON ON SUPERBOY). LIEBOWITZ MADE SIEGEL AND SHUSTER A DEAL: ACCEPT \$100,000 FOR ALL RIGHTS TO SUPERMAN AND SUPERBOY, THEN LEAVE DC BE.

THE PAIR RELUCTANTLY AGREED. NOT ONLY DID MOST OF THE MONEY GO TO PAY ZUGGY'S FEE, THEY NOW MISSED OUT ON ALL FUTURE SUPES REVENUE... INCLUDING THE **SWEETEST** PLUM, ONE OF THE MOST POPULAR TELEVISION SHOWS OF ALL TIME, **THE ADVENTURES OF SUPERMAN**, WHICH PREMIERED IN 1953.



PART OF THE PHILOSOPHY BEHIND COPYRIGHT IS THAT IT IS A FINANCIAL INCENTIVE FOR ARTISTS TO MAKE THE RESULTS OF THEIR CREATIVITY PUBLIC FOR THE BETTERMENT OF THE NATION...THE LOGIC BEING, OF COURSE, THAT IT'S HARDER TO CREATE ART IF YOU CAN'T MAKE A LIVING AT IT.

AH...
DOWNLOADING
FREE TORRENTS!
A VICTIMLESS
CRIME!



REMEMBER, THOUGH, THAT THE CONSTITUTION PROVIDES COPYRIGHTS FOR A "LIMITED TIME" ONLY.

AUTHORS MAY EXCLUSIVELY EXPLOIT THEIR WORKS OVER A CERTAIN PERIOD, BUT THEN THE WORK ENTERS THE PUBLIC DOMAIN, WHERE IT MAY BE USED BY ALL.

STOP!!
YOU CAN'T MAKE A
PORN VERSION OF
MOBY DICK!!

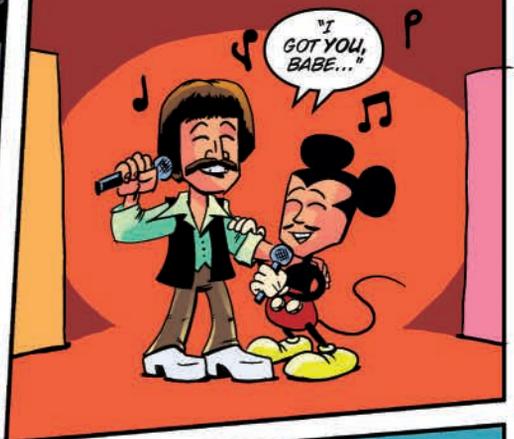
AU CONTRAIRE,
HERMAN! PUBLISHED IN
1856. WE CAN MAKE A
KARAOKE VERSION,
IF WE WANT!

AND
WILL!



THAT'S WHY THE COPYRIGHT TERM EXTENSION ACT OF 1998 CHAMPIONED BY REP. SONNY BONO (R-CA) PROVED SO CONTROVERSIAL. CRITICS CALLED IT THE "MICKEY MOUSE PROTECTION ACT" BECAUSE THE WALT DISNEY COMPANY LOBBIED SO SUCCESSFULLY TO PREVENT ITS CHARACTERS FROM SLIPPING INTO PUBLIC DOMAIN BY EXTENDING TERMS OF "CORPORATE AUTHORSHIP" TO 120 YEARS AFTER THEIR CREATION!

"I
GOT YOU,
BABE..."



BUT CREATIONS OF THE GOLDEN AGE OF COMICS ARE GOVERNED BY THE 1909 ACT, WHICH SAYS A COPYRIGHT HAS TO BE RENEWED EVERY TWENTY-EIGHT YEARS TO AVOID SLIPPING INTO THE PUBLIC DOMAIN.

WHEN SUPERMAN'S INITIAL COPYRIGHT REGISTRATION EXPIRED IN THE 1960s, SIEGEL & SHUSTER TOOK DC TO COURT AGAIN, SEEKING SOLE RIGHT OF RENEWAL BECAUSE THEY DID NOT CREATE THE STRIP AS "WORK MADE FOR HIRE."

GIMME,
GIMME,
GIMME!!



LIKEWISE, **JOE SIMON** FILED A LAWSUIT IN FEDERAL COURT TO ENJOIN MARVEL COMICS FROM RENEWING THE COPYRIGHT TO **CAPTAIN AMERICA** IN (1941 + 28 =) 1969.



MWAH-HAH-HAH...

MARVEL GOT CAP BACK IN AN OUT-OF-COURT SETTLEMENT WITH SIMON. THEY ASKED **JACK KIRBY**, SIMON'S COLLABORATOR AND THEIR TOP ARTIST, TO SIGN A STATEMENT **REAFFIRMING** THE COMPANY'S OWNERSHIP. MARVEL TOLD HIM THEY WOULD PAY HIM AS MUCH AS THEY WERE PAYING **SIMON** IF HE DID SO.



KIRBY AGREED, NOT REALIZING THAT **MOST** OF THE MONEY WAS GOING TO SIMON'S LAWYER (THEN TO SIMON), SO HE ENDED UP GETTING CONSIDERABLY **LESS** THAN JOE...
...AND EVEN **STILL**, MARVEL HADN'T PAID BY THE TIME HE DEFECTED TO DC IN 1970.

IN 1972, **MARTIN GOODMAN'S UMBRELLA COMPANY**, MAGAZINE MANAGEMENT, SPUN MARVEL OFF INTO ITS OWN ENTITY. THEY ASKED KIRBY, NOW ONE OF **DC'S** TOP ARTISTS, TO SIGN A STATEMENT REAFFIRMING THEIR OWNERSHIP OF **ALL** THE CHARACTERS HE CREATED OR CO-CREATED, LIKE THE **FANTASTIC FOUR**, THE **HULK**, **THOR**, **IRON MAN**, AND **X-MEN**.

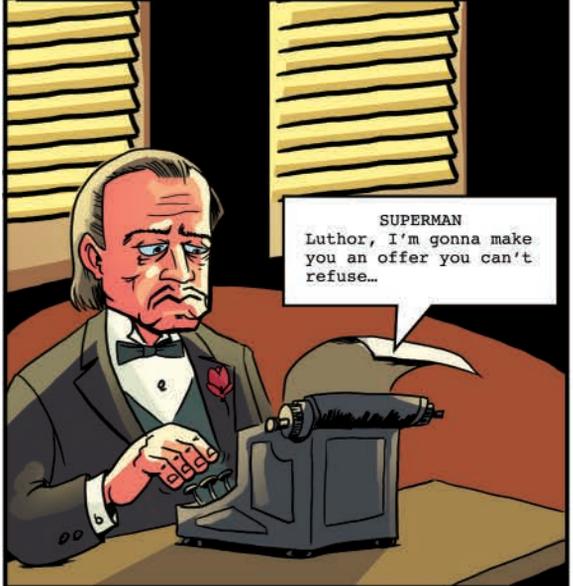


KIRBY SIGNED THE DOCUMENT ONLY ON THE CONDITION THAT MARVEL PAY WHAT THEY OWED HIM FROM THE SIMON SETTLEMENT, WHICH THEY DID IN JUNE OF 1972.

BY THIS POINT, THE MAINSTREAM COMIC BOOK FIELD HAD BECOME MORE TRADITIONALLY **CORPORATE**.

MOGUL **STEVE ROSS** BOUGHT DC IN 1967, THEN STRUGGLING MOVIE STUDIO **WARNER BROTHERS** IN 1969 AND MERGED THE COMPANIES TOGETHER.

WARNER COMMUNICATIONS CONVINCED SIEGEL TO DROP HIS SUIT AGAINST DC TO CLEAR THE WAY FOR DEVELOPMENT OF A **SUPERMAN MOVIE** WITH A SCRIPT BY RED-HOT **GODFATHER** AUTHOR **MARIO PUZO** (WHO WROTE FOR **MARTIN GOODMAN'S** MEN'S MAGAZINES TO PAY HIS RENT WHILE FINISHING HIS **MAFIA** MAGNUM OPUS).



SUPERMAN
Luthor, I'm gonna make you an offer you can't refuse...