



# Title Rights and Libel Laws

Dee Chips, owner and manager at Transpersonal Publishing LLC, gets help from Steve Gillen of Wood, Herron & Evans LLP, a frequent contributor to *IBPA Independent* magazine.



- What are the guidelines for legally releasing a title's rights back to one of the co-authors of a title when it is unclear as to the other author's whereabouts? (Their mail has returned with no word from them for years.)

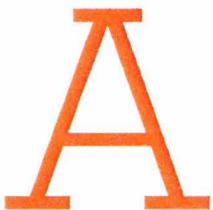


- Your obligations with respect to your authors are set out in the book publishing contract you signed with them. That is the first place to look to determine what your responsibilities are with respect to each co-author when you revert rights. If your contract did not anticipate and does not provide specifically for reversion to co-authors, then you should enter a termination agreement with the author you can reach. The termination agreement should set a date for termination of the contract between you, should preserve the reps and warranties and indemnification obligations in the book contract (against the possibility that claims may not surface for a while after termination); should provide for the disposition of any remaining inventory (sold to the author, remaindered, destroyed, or whatever you decide); and should release each party from any further obligation under the contract.

If you have registered the copyright in the book with the US Copyright Office in the name of the publisher, then the public record should be updated to show the reversion. You do this by executing a simple one-page assignment of the copyrights back "to the co-authors, as their respective interests may lie," and the author you are in contact with can then record the reversion document with the Copyright Office. If the copyright was originally registered in the names of the co-authors or if it was not registered, then there is nothing more to do.



I am writing something that involves a local law firm, and how I was treated in the wrongful death case of my son, and wonder if I am able to use their real name rather than a fictional name (if what I say is accurate) so that I will not be hit with a slander suit or something else undesirable upon publishing.



There are some details missing from this question that make it impossible to answer with any confidence. First, was the law firm representing you or your son's estate or someone else? If it was representing you, then you should first look to your engagement agreement to see if it says anything that might have a bearing on what it is you want to say about them. Second, if the law firm was representing you, is there a dispute over fees? If so, that may have an impact on your credibility as a witness if your testimony is important to establishing the truth of what it is you want to say. Third, what is it that you want to say about them? Is it opinion (which is protected speech) or fact (which may be actionable if it is substantively false and defamatory). To say more about this would require an entire article ... but wait, there is an entire article! Two, in fact:

- Part 1: [tinyurl.com/minimizinglibelriskpart1](http://tinyurl.com/minimizinglibelriskpart1)
- Part 2: [tinyurl.com/minimizinglibelriskpart2](http://tinyurl.com/minimizinglibelriskpart2)

