COPYRIGHT INFRINGEMENT AND SCREENPLAYS:
EXAMINING STOLEN IDEAS IN HOLLYWOOD AND HOW TO
PROTECT SCREENWRITERS

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Overview

Legal precedence has established that writers who feel their story ideas, pitches, treatments or screenplays have been used or developed without their permission have little recourse against the studios and production companies who they believe have co-opted their work. Currently in such cases, plaintiffs bring about a suit against a studio or production company—the defendant—and it is upon the plaintiff to prove that the defendant had access to their material and that the defendant’s script has “substantial similarities” to their own. The latter task repeatedly proves insurmountable in court case after court case. Therefore, in applying copyright law to this particular problem, we are employing the wrong tool and as such, we will never appropriately protect those who are vulnerable. This article proposes an 18 month limited exclusive protection over story concepts that can offer protection to screenwriters and their ideas.

Very Little Precedence for Substantial Similarity Protecting Screenwriters

According to the two prong approach of identifying defendants’ access to plaintiffs’ material and subsequent proof of substantial similarity between the two scripts, plaintiffs rarely succeed in winning infringement cases. From the list of litigation referred to as the summary of findings at the conclusion of this article, it appears as though plaintiffs have to prove identical matches of plot, theme, characters, mood, sequence of events, dialogue and other elements instead of simply finding substantial similarities. However, the problem is not with copyright law – that net of protection is thrown as wide as it needs to be. The problems, instead, are found in both the film industry’s practices, which allow for significant vulnerability on the part of the screenwriter, and in the nature of the screenwriter’s creations themselves.

Scripts are Idea-Driven, Not Expression-Driven

Aside from dialogue between characters, scripts do not contain creative, expressive language or a significant degree of word crafting. They are distinctive from all other literary
documents. They are blueprints, much like those of an architect, and as such, they outline ideas for films. Cast and crew members, possibly hundreds of people, bring their expertise (such as costume, lighting, and set designing) to the team and refer to the script as the template for building a film. Copyright protection covers expression of language, not ideas. Therefore, we are not protecting screenwriters when the only safeguard we provide fundamentally cannot keep their work safe. In turn, case after case is dismissed in the courts while writers feel their work has been lifted without their authorization.

In her law review titled “When the Million-Dollar Pitch Doesn’t Pay a Dime,” Julie A. Byren discusses the downfall of copyright law in application to screenplays—specifically due to the nature of a screenwriter’s work in relation to expression. She states: “When a producer steals a screenwriter’s ideas but the screenwriter’s exact language does not appear verbatim in the final script, as is usually the case, copyright law has little to offer by way of recovery because there is no longer a ‘substantial similarity’ between the expression embodied in the works.”¹ Thus, when applying copyright law to infringement upon a screenwriter’s work, there is a significant gap in protection for the screenwriter’s creations. Additionally, the movie industry itself does little to help protect screenwriters.

**Getting a Foot in the Door to the Screenwriting Industry**

The film industry is incredibly challenging to break into, made all the more difficult by the closed door between writers and production companies. Without an agent, an aspiring screenwriter is unlikely to be able to access production companies whatsoever. In turn, most production companies now “refuse to accept unsolicited submissions to reduce exposure to

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Those who do accept submissions without an agent or manager to facilitate the process require a boiler plate submission release form which includes the statement: “I agree that I will not be entitled to any compensation because of the use by you or any of your clients of any such similar or identical material which may have been independently created by you or any such client or may have come to you from any other independent source (my emphasis added).” Therefore, to work in Hollywood, a screenwriter must either secure an agent or, failing that, literally sign away any rights to retaliation if their work is infringed upon. Even with an agent, there is still very little protection for the scriptwriter in this $10 billion dollar industry, an industry fueled fundamentally by ideas.

Writers are Open to Vulnerability upon Opening the Door

In her review, Byren points out that a screenwriter’s pitch or submission to a studio or production company leaves them unprotected in a paradoxical manner. By sharing their story ideas, screenwriters are exposed to ‘Arrow’s paradox of information,’ in which “one party develops valuable information but cannot capitalize on its economic value without first disclosing the information to another. After disclosure occurs, however, the recipient of the information already possesses the information [s]he would have otherwise purchased.” Byren continues, “[…] Arrow’s paradox manifests when a screenwriter wishes to sell her idea to a producer. Prior to disclosure, the producer cannot evaluate the commercial viability of the idea

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2 Ibid.


and no sale occurs. After disclosure, however, the screenwriter has nothing left to sell.”\(^5\) In such a predicament, clearly the screenwriter needs protection over their story ideas and that tutelage simply does not currently exist.

**Easy Prey**

As it stands now, production companies can legally rifle through piles of submissions in order to take what ideas they want without any consequence whatsoever. Such thievery is made easier by the industry’s common practice of loglines. A logline is a one to two sentence explanation of the script. It’s essentially the main ideas boiled down for the quickest comprehension of a writer’s story.

Additionally, these companies may even use much of the plot, theme, character profiles, mood, sequence of events and dialogue from the pile as long as such elements are not used verbatim or identically. In turn, “[…] if you wanted to steal a screenplay, all you’d have to do is change a few details to get away with it.”\(^6\) If the victim of that theft were to take the alleged thief to court, Christopher Schiller from Script Mag, a division of The Writer’s Store, an industry go-to, states: “As long as the characters are changed ‘enough,’ the story is original ‘enough,’ you can get away with [stealing].”\(^7\) Between the film industry’s practices and the application of copyright law to cases of alleged infringement, the screenwriter is left without protection.

**State Law Breach of Contract Intended to Provide Lacking Protection**

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\(^5\) Ibid.


Acknowledging a lack of protection for screenwriters who depend upon their ideas as a means to earn a living, the courts recognized a safeguard was needed instead of copyright law. Consequently, since the 1950s, after the landmark case Desny v. Wilder, wherein a writer pitched his idea over the phone and was told he would be paid if the studio used his idea, implied-in-fact contracts—agreements made by implication and governed by state law—were thought to be just the ticket to provide this protection. Proving a breach of contract still involves showing substantial similarity between the works but the state has a “much lower standard of proof for substantial similarity than a federal copyright infringement claim.”

The unfortunate consequence of the courts applying breach of contract? Production companies queued the rights-waiving submission release form to enter stage left.

One of the cases depicted in the case summary section below, Grosso v. Miramax Film Corp, was hoped to solidify breach of contract as a viable means of protection for screenwriters. Unfortunately, even after appealing, the courts did not find enough substantial similarity to find in favor of Grosso for his script called The Shell Game which, he claims, was the foundational work for the movie Rounders.

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Jonathan Richard Sandler, in his law review titled “Idea Theft and Independent Creation: A Recipe for Evading Contractual Obligations,” explains that a common tactic against idea theft in the film industry is the “independent-creation defense.”\textsuperscript{12} Sandler explains that this defense “permits an idea recipient to escape liability by showing that [s]he did not use a plaintiff’s idea but instead used an idea from an independent third party.”\textsuperscript{13} The problem, Sandler elaborates, is that the defendant could use the idea “from both the idea purveyor and the independent third party simultaneously. As a result, defendants can wrongfully evade one valid implied-in-fact contractual obligation by demonstrating that they simply have a second contract.”\textsuperscript{14} In turn, studios and production companies can still pillage the submission pile and then hire whatever writer, even an in-house writer, to develop another’s ideas.

\textbf{The Industry’s Answer: Stop Worrying about It}

There is no secret about blatant stealing in the movie making world. An article from NBC News reports that some feel “the [film] industry is turning a blind eye to rampant thievery within its own ranks.”\textsuperscript{15} Additionally, Phil Gladwin, a 25 year veteran of the screenwriting industry, claims writers should not worry about their works being stolen. He posts, “It’s very unlikely to happen so long as you submit [work] to production companies rather than rogue and immoral


\textsuperscript{13} Ibid.

\textsuperscript{14} Ibid.

individuals.”¹⁶ Such a statement puts to rest any question if screenwriters are, indeed, left unprotected in the movie industry as Gladwin suggests writers simply avoid submitting their work to “immoral individuals.” By that measure, rather than having any laws on their side, screenwriters must rely on others to be moral and not steal.

Further to that point, The Writer’s Store provides the following advice: “[…] try to relax about this stuff. The good news is that, though nobody can guarantee that someone won’t steal your work, few professionals are interested in doing so. In most instances, when someone develops a project similar to another person’s, it’s purely a coincidence […] but you can’t let it get to you. Because the alternative is to not send your material to anybody, which might not be the best career strategy.”¹⁷ This suggestion is akin to telling screenwriters that while their doors have no locks on them, they should not worry about break-ins because only a few people are interested in robbing them—and the alternative is to not live in that town. Unfortunately, particularly to hear such a stance voiced from a cornerstone to the field, it appears as though the industry at large shrugs its collective shoulders when it comes to protecting screenwriters.

Keep Worrying: How to Protect the Unprotected Writer

To underscore his view that writers should worry less about their ideas being stolen, Gladwin writes, “If [stealing] were to happen, odds are there’s very little you can do about it anyway.”¹⁸ We should outright reject this stance. We need to make several changes in order to

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create an equitable field for writers and production companies to conduct business. First, the industry should do away with submission release forms that strip writers of what little protection they have. Second, when cases come before the courts, substantial similarity should be replaced by “substantial dissimilarity,” whereby defendants are responsible for proving their allegedly infringing script is substantially dissimilar from plaintiffs’ scripts. Finally, WGA West or another independent reviewing board should provide writers with an 18 month limited exclusive right over ideas in order for them to pitch and sell their works that the states of California and New York, where the vast majority of film deals are struck, would legally recognize. Let’s explore this last recommendation.

Within the limited exclusive right, the first step would be for a screenwriter to register either their completed screenplay (industry standard length is 90 to 120 pages with proper “vertical writing”) or treatment (this is essentially a movie outline). Within the industry, there are three standard concepts of what a treatment is: a) a written pitch, usually less than one page, b) a summative overview of the story line, usually three to five pages, or c) a scene-by-scene breakdown, usually up to sixty pages.\textsuperscript{19} For the purposes of protecting earnest idea-pitching and safeguarding against those who would use this limited exclusive right to their advantage, the writer would need to register more than merely a one page written pitch. In order to combat the possibility of a writer unfairly being awarded protection over story idea after story idea in order to horde protection and use this limited exclusive right in a manner it is not designed, the writer should be required to submit at least the more substantial three to five paged outline, if not an entire 60-paged scene-by-scene depiction of the story.

This 18 month limited exclusive right protection could cost a substantial, but not
deterring, fee in order for the independent review board to, much like patent law, only approve
protection to ideas that are substantially dissimilar to one another. Doing so should cut down on
the number of cases that come before the courts as duplicitous registered ideas circulating within
the industry at the same time will not be possible. Because the industry moves quickly and deals
are made at breakneck speeds, it would be of paramount importance that this process be
conducted by the review panel in a very timely manner, up to four weeks’ time at the most. Thus,
the associated fees would pay for the labor and fast turnaround time.

The length of the 18 month limited exclusive right protection is reasonable rather than
six, eight, ten, twelve or twenty months because the protection should strike a balance between
allowing the writer ample time to shop their idea around but not so much time that they control
the rights for an unnecessary length. Additionally, the amount of time of the protection should
prohibit a production company from learning a writer’s story idea and merely waiting out the
clock until they can develop the idea to their liking without compensating the writer for their
pivotal contribution. 18 months should strike this balance.

Finally, if a writer’s idea is stolen and developed without involving the screenwriter after
their limited protection has expired, the writer may always file a federal suit against the alleged
infringer. At which time, it would become the defendants’ responsibility to prove their movie
was substantially dissimilar from the writer’s copyright protected screenplay or treatment. By
implementing these changes, we could keep the federal lines of copyright protection drawn taut
while providing protection to writers where there currently is none.

In a position where a writer struggles to get a door cracked open to give them chance to
show their abilities, it is reasonable that they will sign right-waiving protection and distribute
copies of their work readily without understanding who is “immoral” in the industry. Laws should protect these writers. We have been applying the wrong tool to this problem for far too long. Copyright law, understandably, cannot protect ideas. We should not bend this tool to our means. Instead, we need to implement new protection: a time-sensitive limited exclusive right for a writer to have protection over their ideas—ideas which fuel a multibillion dollar industry. Without this protection, screenwriters will continue to dedicate their time and passion to creating scripts, treatments and story lines which they may eventually see on the big screen—sans their own names on the rolling credits.

FADE TO BLACK.


Litwak, Mark. “‘Rounders’ remanded by ninth circuit; Mark talks legal self-defense.” *Entertainment Law Resources Blog*. Last modified April 2,


Summary of Findings

Civ. No. 97-3859
United States District Court for the District of Maryland
42 F. Supp. 2d 578; 1999 U.S. Dist. LEXIS 5157; 52 U.S.P.Q.2D (BNA) 1236
(Set it Off - infringement not found)

**Elevator speech:** Plaintiff’s attorney submitted a screenplay authored by plaintiff to defendant corporation’s acquisitions department. The screenplay was given a negative assessment by an independent reader and returned by the acquisitions department to plaintiff. Defendant corporation’s production department later made a movie that plaintiff felt was copied after his screenplay. Plaintiff brought a copyright infringement action against defendants, alleging that the movie infringed a copyright in his screenplay.

**The plot thickens:** In 1992, Robinson, a Maryland native, wrote a screenplay about six young women, who commit various robberies, entitled *Sister Sarah.* *Set it Off* was released by New Line in 1996. The movie centers around four African American women who commit bank robberies in order to fulfill their "desire to move away," to fight back against "the unfairness of the system," and to combat alienation and poverty.

**Third act resolution:** The total concept and feel of both works is quite different. Thus, as a matter of law there is no intrinsic similarity between the two works. Accordingly, as there is no substantial similarity under the extrinsic or intrinsic tests. The court held that the corporate receipt doctrine was inapplicable because plaintiff’s screenplay was submitted to a different department than that which produced the allegedly infringing work and there was no evidence that the screenplay was distributed and the third party intermediary doctrine was inapplicable because the person to whom plaintiff submitted his screenplay was not a third party intermediary.

CV 09-02231 RGK (RZx)
United States District Court for the Central District of California
2010 U.S. Dist. LEXIS 141516
(Monster in Law - infringement not found)

**Elevator speech:** Plaintiff Sheri G. Gilbert alleges that Nineteen Defendants named in the Second Amended Complaint willfully copied her screenplay *When Mom Is the Other Woman* in writing several unauthorized screenplays entitled *Monster in Law.*

**The plot thickens:** The two works are not without similarities. The two mother-in-law characters are controlling personalities that come between their sons and respective girlfriends. Despite this generic similarity in the plots, a comparison of the screenplays’ plot, sequence of events, characters, mood, theme, settings, and dialogue, reveal an extraordinary number of differences.

**Third act resolution:** The similarities of the two works exist at a high level of generality and are thus not protected under federal copyright law. Plaintiff’s work is complex drama about how a woman tolerates and copes with her emotionally abusive mother-to-be. Defendants’ work is strikingly dissimilar as it is a comedic story of one-upmanship between a bride-to-be and her outrageous mother-in-law. The parties’ works are not substantially similar in their plot, sequence
of events, characters, mood, theme, settings, or dialogue. Therefore, the extrinsic test is not met, and the Court dismisses Plaintiff's copyright infringement claims.

Tillman, Sr. vs. New Line Cinema Corp., et al.
Case No. C 0910
United States District Court for the Northern District of Illinois, Eastern Division
2008 U.S. Dist. LEXIS 18120; 87 U.S.P.Q.2D (BNA) 1293
(John Q. - infringement not found)

Elevator speech: This case arises out of Mr. Tillman’s claim that the New Line feature film John Q, which was released in 2002, infringes his copyright in a 1998 screenplay he wrote entitled Kharisma (Heart of Gold) Based on Our True Story. Defendants have submitted articles from various entertainment industry periodicals as further corroboration for their contention that the creation of John Q predated that of Kharisma Heart of Gold by five years. Mr. Tillman attempts to refute defendants’ evidence of independent prior creation by arguing that their testimony is fabricated and that none of the documentary evidence is credible.

The plot thickens: Setting aside the unprotectable theme of a sick child with a desperate parent unable to pay for needed care and the similarly unprotectable scenes a faire, the Court concludes that no reasonable jury could find the two works to be substantially similar. Though much of Kharisma Heart of Gold takes place in the same general setting—a hospital—as John Q, the use of a hospital as a setting is not protectable. More significantly, the plots and moods of the two works are completely dissimilar; most of the action of John Q centers around a fraught hostage drama, while Kharisma Heart of Gold contains no hostage-taking at all. The characters in each movie likewise bear no resemblance to each other; the fathers, who feature most prominently in each work, have strikingly different backgrounds and personalities. Tune Love lives a life of luxury until his assets are frozen, constantly boasts about the expensive clothes he designs and wears. On the other hand, John Q. Archibald is a modest man who operates heavy machinery for a living.

Third act resolution: In sum, Mr. Tillman has failed to present any evidence, beyond unsupported conspiracy theories and conclusory accusations of lying, to controvert defendants’ sworn testimony and documentary evidence establishing the creation of the John Q screenplay before Kharisma Heart of Gold existed. Additionally, the aesthetic appeal of each work is so fundamentally different that no ordinary observer and no reasonable jury could find them substantially similar.

Blakeman v. The Walt Disney Company, et al.,
No 08-CV-3212 (JFB) ETB)
United States District Court for the Eastern District of New York
613 F. Supp. 2d 288; 2009 U.S. Dist. LEXIS 39573; 91 U.S.P.Q.2D (BNA) 1637
(Swing Vote - infringement not found)

Elevator speech: Plaintiff, the proprietor of a copyright to the treatment and amplification of a motion picture entitled Go November, alleged that defendants, various movie producers and distributors, infringed its copyrighted work in violation of the Copyright Act, 17 U.S.C.S. § 101 et seq., by creating, producing, and distributing a motion picture entitled Swing Vote.

The plot thickens: Go November followed the exploits of campaign staffers, including their various dirty tricks and romantic liaisons. Swing Vote focused on the relationships between an unemployed single father, his daughter, and a local reporter. Given the vastly different themes,
plot, scenes, characters, sequence, pace, setting, and overall concept and feel of the two works, the court held that no rational factfinder could conclude that the works were substantially similar. Any similarities were simply *scenes a faire* that were non-protectible components of works that used the framework of a hotly-contested, modern election.

**Third act resolution:** Because the works were not substantially similar as a matter of law, defendants were entitled to summary judgment on the copyright claim.

_Grosso v. Miramax Film Corp, et al.,_
B193872
Court of Appeal of California, Second Appellate District, Division Five
2007 Cal. App. Unpub. LEXIS 7326
(Rounders – infringement not found nor implied-in-fact contract)

**Elevator speech:** Plaintiff, Jeff Grosso, appeals from a summary judgment in favor of defendants, Miramax Film Corp.

_The plot thickens:_ Plaintiff alleges: he submitted a script, _The Shell Game_, to Gotham Entertainment Group (Gotham); Gotham passed his script on to Miramax pursuant to a "first-look" agreement between the two companies; and Miramax used the script in producing a movie—Rounders (Miramax Films 1998)—but failed to compensate him for his ideas. Plaintiff seeks recovery pursuant to an alleged implied-in-fact contract.

**Third act resolution:** We find defendants met their burden of showing there was no implied-in-fact contract; further, plaintiff failed to raise a triable issue as to the existence of such an agreement. Accordingly, we affirm the judgment.

_Buchwald v. Paramount Pictures, et al._
No. C 706083
Appellate Department, Superior Court of California, Los Angeles
1990 Cal. App. LEXIS 634; 13 U.S.P.Q.2D (BNA) 1497
(Coming to America – breach of contract found, no infringement found)

**Elevator speech:** Plaintiff, Art Buchwald, brought suit for breach of contract and various tort theories of recovery based on defendant movie producers’ failure to pay him pursuant to the parties’ agreement after they produced a full length motion picture substantially similar to that contained in the screen treatment he presented to defendants.

_The plot thickens:_ Plaintiff writer wrote a screen treatment that was presented to defendant movie producers. Pursuant to an agreement of the parties, plaintiff was entitled to payment if defendants produced a feature length motion picture based on plaintiff’s work. Plaintiff brought suit against defendant for a breach of the parties’ agreement when he did not receive payment after a film substantially similar to that contained in his screen treatment was produced by defendants. The court concluded that the movie produced was based on plaintiff’s treatment and imposed liability on defendants. The similarities between the treatment and the movie made were sufficient to impose contractual liability on defendants. Further, similar gimmicks in both the movie and the treatment provided compelling evidence that the evolution of plaintiffs’ idea provided an inspiration for the movie. The court rejected plaintiff’s tort theories of recovery because there was no tortious conduct on defendants’ part as their conduct was not in bad faith, fraudulent, oppressive, or malicious.

**Third act resolution:** In spite of the significant differences between plaintiff’s and defendant’s work, the Court concluded that because the defendants had expressly agreed to compensate the
plaintiff if they used plaintiff’s composition, or any portion of it, the Court concluded that plaintiff’s complaint stated a cause of action “no matter how slight or commonplace the portion which” the defendants used. The court did not strictly address copyright infringement, instead, it aimed to answer if the movie was “based on” Buchwald’s treatment. The court stated that the stronger the access, the less striking and numerous the similarities need be.

*Sheldon v. Metro-Goldwyn Pictures Corp., et al.*
No. 118
Circuit Court of Appeals, Second Circuit
81 F.2d 49; 1936 U.S. App. LEXIS 3395

(*Letty Lynton* – infringement found)

**Elevator speech:** Plaintiff authored a play about a famous murder trial, *Dishonored Lady*. Although the play was based on the historical facts concerning the murder trial, plaintiff had altered the characters, events, and other significant details. When defendant made a motion picture based largely upon the same murder trial, plaintiff initiated a suit for copyright infringement. The trial court dismissed plaintiff’s complaint, finding that defendant’s film appropriated only those elements from the play for which there could be no assertable copyright, such as its general themes, motives, or ideas.

**The plot thickens:** The death scene follows the play even more closely; the girl goes to the villain’s room as he directs; from the outset he is plainly to be poisoned while they are together. Moreno and Renaul each tries to arouse the girl by the memory of their former love, using among other aphrodisiacs the Gaucho song; each dies while she is there, incidentally of strychnine not arsenic. In extremis each makes for the telephone and is thwarted by the girl; as he dies, she pours upon him her rage and loathing. When he is dead, she follows the same ritual to eradicate all traces of her presence, but forgets telltale bits of property. Again these details in the same sequence embody more than the “ideas” of the play; they are its very raiment.

Finally in both play and picture in place of a trial, as in the story and the novel, there is substituted an examination by a district attorney; and this examination is again in parallel almost step by step. A parent is present; so is the lover; the girl yields progressively as the evidence accumulates; in the picture, the customs slip, the rubbers and the letters; in the play, the cross and the witnesses, brought in to confront her. She is at the breaking point when she is saved by substantially the same most unexpected alibi; a man declares that she has spent the night with him. That alibi there introduced is the turning point in each drama and alone prevents its ending in accordance with the classic canon of tragedy; i.e., fate as an inevitable consequence of past conduct, itself not evil enough to quench pity. It is the essence of the authors’ expression, the very voice with which they speak.

The dramatic significance of the scenes we have recited is the same, almost to the letter. True, much of the picture owes nothing to the play; some of it is plainly drawn from the novel; but that is entirely immaterial; it is enough that substantial parts were lifted; **no plagiarist can excuse the wrong by showing how much of his work he did not pirate.**

**Third act resolution:** On appeal the court reversed, holding that plaintiff’s original authorship of certain elements, as deviating from the historical facts, were entitled to copyright protection. Further, the court ruled that because defendant’s film substantially copied those protected elements, defendant was liable for infringement, and the injunction was thus granted.
Kalem Company v. Harper Brothers
No. 26
Supreme Court of the United States
222 U.S. 55; 32 S. Ct. 20; L. Ed. 92; 1911 U.S. LEXIS 1856
(Ben Hur – infringement found)

Elevator speech: Appellant made a moving picture film based on a book published by appellee and distributed it. Appellee sought and obtained an injunction against appellant for copyright infringement. Appellant challenged the injunction and the appellate court affirmed.

The plot thickens: The defendant employed a man to read Ben Hur and to write out such a description or scenario of certain portions that it could be followed in action; these portions giving enough of the story to be identified with ease. It then caused the described action to be performed and took negatives for moving pictures of the scenes, from which it produced films suitable for exhibition. These films it expected and intended to sell for use as moving pictures in the way in which such pictures commonly are used. It advertised them under the title Ben Hur. Indeed it was conceded by the Circuit Court of Appeals that these films could be copyrighted and, we may assume, could be exhibited as photographs. Whether this concession is correct or not, in view of the fact that they are photographs of an unlawful dramatization of the novel, we need not decide.

Third act resolution: The court affirmed the lower and appellate courts and held that the author, for a limited time, had the exclusive right to use of his writing, and the making of a motion picture based on that writing infringed on the copyright of the author. The decree of the appellate court enjoining the further use of the motion picture was affirmed.