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DISPUTED DREGS: D.H. LAWRENCE AND THE PUBLICATION OF MAURICE MAGNUS' MEMOIRS OF THE FOREIGN LEGION

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In October 1924, nearly four years after Maurice Magnus committed suicide on Malta, his *Memoirs of the Foreign Legion* - which he had entitled *Dregs* - was published in London by Martin Secker. The volume contained an introduction by D.H. Lawrence. At the request of Michael Borg, who had the manuscript of *Dregs* in his possession and who wished to recover the money which Magnus had died owing him, Lawrence had involved himself in the publication of the work. Before the year was out, Norman Douglas had composed "D.H. Lawrence and Maurice Magnus: a Plea for Better Manners". In this pamphlet, he objected to the portrait Lawrence had drawn of Magnus, affirmed his friendship with the dead man, and pointed out that, although Magnus' literary executor and heir, he had received none of the profits from the publication of *Dregs*. Lawrence replied to Douglas in "Accumulated Mail" and later, in the *New Statesman*, effectively silenced him by quoting a letter in which Douglas had given him permission to do as he pleased with the manuscript and to keep all the proceeds.⁸

These are the readily available facts of the celebrated Lawrence-Douglas controversy. By themselves, however, they provide only a very incomplete understanding of it. From the time of Magnus' death until *Dregs* finally appeared in print, various individuals struggled to get the work published. In addition to Lawrence, Douglas and Borg, they included Grant Richards, the English publisher in contact with Douglas; William Harding, Borg's solicitor; Robert Mountsier, Lawrence's American literary agent; and Thomas Seltzer, Lawrence's American publisher. Their correspondence and other papers, generated during four years of complicated and protracted negotiations, make the reconstructing of the history of the manuscript's ownership and publication possible. The history suggests that Borg hoped to realize a profit greater than Magnus' debt and that Seltzer would have published the work had he been convinced of Borg's claim to the rights. Most importantly, it reveals that, although Lawrence asked permission to publish *Dregs*, he did not honour the agreement he reached with Douglas and that, in his letter to the *New Statesman*, he misrepresented his dealings with Magnus' literary executor.

⁸ "Accumulated Mail", *The Borzoi*: 1925 (New York: Knopf, 1925), reprinted in *Phoenix: the Posthumous Papers of D.H. Lawrence*, ed. Edward D. McDonald (1936; New York: Viking, 1968) p 800; *The Letters of D.H. Lawrence*, vol. 5, 1924-7, ed. James T. Boulton and Lindeth Vasey (Cambridge: C.U.P., 1989), p 396.

The latter work is hereafter referred to in the text as L5.

When Maurice Magnus died on 4 November 1920, he left behind papers identifying Norman Douglas as his literary executor and heir to his books, manuscripts and literary property. Half of the proceeds from the sale of the property was to accrue to Douglas; the other half was to be used to pay Magnus' debts. Douglas, having been informed of his friend's wishes on at least two other occasions, applied to Carl R. Loop, the United States Consul at Valetta, for Magnus' literary effects. Loop refused Douglas' request and enclosed a copy of a letter he had written to Lucy Seraphine Magnus, Maurice's widow, that same day. In it, he explained that he had "no authority to dispose of any of the property except to satisfy local debts. He added that the papers Magnus had left behind could not be considered wills and, even if they could, he could not act on them as he was not the executor.⁹

Although authorized to sell Magnus' belongings to pay his debts, Loop felt the need to exercise caution with regard to the manuscripts. He explained to Mrs. Magnus that, in view of the possibility that he might be held responsible for the manuscripts, he did "not feel at liberty to dispose of" them. On the other hand, he was reluctant to send them to Douglas, for then he would "lose all control over them". He asked Mrs. Magnus to furnish him with an affidavit certifying that she was Magnus' only living relative, waived any claim to his estate and knew of no will left by him.¹⁰

Although Loop's caution is understandable, his request is curious in at least one respect. Mrs. Magnus was not her husband's only living relative; he was also survived by a niece, Inga Moellerberg. Uncle and niece had met for the first time at Christmas 1919 in Rome; thus, Mrs. Magnus, who had been separated from her husband for several years, might not have known of Moellerberg. Loop did, however, for he had written to her.¹²

- 9 Maurice Magnus, papers, 4 November 1920 (General Correspondence, Consulate at Valetta, Malta, Records of Foreign Service Posts of the Department of State, Record Group 84, National Archives, Washington, D.C.); Maurice Magnus, letters to Norman Douglas, 26 November 1919 and 9 May 1920 (Norman Douglas Collection, Beinecke Rare Book and Manuscript Library, Yale University); Norman Douglas, letter to Carl R. Loop, 22 December 1920 (General Correspondence); Carl R. Loop, letter to Norman Douglas, 28 December 1920 (General Correspondence); Carl R. Loop, letter to Lucy Seraphine A. Magnus, 28 December 1920 (General Correspondence).
- 10 Carl R. Loop, letter to Lucy Seraphine A. Magnus, 17 January 1921 (General Correspondence)
- 11 Inga Moellerberg, letter to Carl R. Loop, 11 December 1920, (General Correspondence)
- 12 Carl R. Loop, letter to Inga Moellerberg, 10 December 1920, (General Correspondence)

In some ways, Moellerberg's situation was comparable to Douglas'. Magnus, in a letter written just before his death to Don Mauro Inguanez, the Monte Cassino monk who was his most trusted friend, expressed his intention that she should inherit all his personal letters and photographs. Loop informed her, as he had Douglas, that all Magnus' effects would have to be sold to satisfy his debts. Unlike Douglas, however, Moellerberg ultimately received the property Magnus intended her to have.¹³

On 4 April 1921, Michael Borg, Magnus' best friend and principal creditor on Malta, offered to purchase his effects for £19- 2- 8, the equivalent of the \$75 at which they had been valued. In making his offer, he agreed "to comply so far as possible with the wishes of the deceased" that Norman Douglas should act as his literary executor, should inherit his books and manuscripts and should pay his debts with half the profits from his literary property. Borg also stipulated that, should he sell any of the manuscripts, he would divide the proceeds on a pro rata basis with the other creditors and that Magnus' personal letters and photographs should go to Inga Moellerberg.¹⁴

Loop agreed to Borg's proposal, which enabled him to settle the estate and dispose of the manuscripts. The proceeds from the sale of the effects were distributed on a pro rata basis among the creditors; Borg himself was reimbursed £14-12- 6. Although at one time reluctant to part with the manuscripts, Loop had mentioned to Mrs. Magnus the possibility of offering them to Borg in settlement of Magnus' debt and letting him deal with Douglas. Now Loop must have felt reassured by Borg's willingness to comply with Magnus' wishes. He also had Mrs. Magnus' affidavit waiving her "claim to any of" Magnus' "property personal or literary".¹⁵

Still, the settlement is a surprising one. Borg had informed the Crown Advocate's office that he had loaned Magnus £ 55. This was a considerable sum, one that he had little chance of recovering. Buying Magnus' effects, then, amounted to throwing good money after bad - even if Borg did recover most of the

- 13 Maurice Magnus, letter to Mauro Inguanez, 4 November 1920, (General Correspondence); Loop to Moellerberg, 10 December 1920; Carl R. Loop, letter to Inga Moellerberg, 4 April 1921 (General Correspondence)
- 14 Michael C. Borg, letter to Carl R. Loop, 4 April 1921 (General Correspondence)
- 15 Carl R. Loop, letter to the Secretary of State, 12 May 1921 (Decimal File 1910-29, General Records of the Department of State, Record Group 59, National Archives, Washington, D.C.); Loop to Magnus, 17 January 1921; Lucy Seraphine Ardoine Magnus, affidavit, 18 February 1921 (General Correspondence)

purchase price. Almost certainly, Borg was speculating, hoping that he could turn a profit by selling the manuscripts for more than his expenditures, which amounted to about £ 60. According to Loop, the appraisers, not knowing the manuscripts' worth, had assigned them no value.¹⁶

On the same day that Borg's offer was made and accepted, Loop advised Douglas of the purchase. He added that Borg had been informed of Magnus' wishes concerning the disposition of his literary property and would most likely get in touch with Douglas. Douglas noted on this letter that Borg never did. On 16 April, Douglas wrote to Loop; a week later, the Consul advised him that a copy of his letter had been forwarded to Borg. On 27 April, Douglas informed Loop, he wrote to Borg directly. Both letters concerned the possibility of publishing *Dregs*. By mid-June, Borg had still not replied.¹⁷

Once again, Borg's behaviour appears inconsistent. He had told Douglas of the respect and friendship he felt for Magnus and advised him to get in touch with the American Consul concerning Magnus' will and effects. He thought enough of Magnus to contribute to the funeral costs and, a year later, paid to have Magnus' remains removed to his own "private grave". He had agreed "to comply so far as possible with" Magnus' wishes concerning the disposition of his literary property,¹⁸ and he had a strong financial interest in seeing Magnus' work appear in print. Yet he ignored Douglas' offers of help.

There is a simple explanation for Borg's refusal to deal with Douglas. Aware that Magnus had named Douglas heir to and executor of his literary property, Borg undoubtedly realized that Douglas' claim to the manuscripts rivalled his own and feared that, once the manuscripts were in Douglas' hands, he would never recoup his money. As Douglas later advised Grant Richards, who

as interested in publishing *Dregs*, Borg would "never deliver" the manuscript "without payment".¹⁹ Evidently the hope of recovering £ 60 and, perhaps, of making a profit meant more to Borg than his friend's last wishes.

Borg's fears, however, were unfounded, for Douglas was fully prepared to honour Magnus' intentions and use the proceeds from the manuscripts to pay the dead man's debts. He took up the matter with Loop shortly after Magnus' death and again several months later when he had "little doubt about being able to secure a publisher for" *Dregs*. He later told Lawrence: "all the profit would have gone to Borg, as Magnus wrote me about his great kindness to him". In the autumn of 1921, Douglas offered to sell Richards the copyright for £ 80, half of which would go to Borg. Douglas would keep the other half "for writing a short prefatory memoir of" Magnus.²⁰

Several weeks after buying the effects, Borg, clearly intent on protecting his interests, asked Loop for a written statement which he could use to gain control of Magnus' outstanding manuscripts. Evidently Borg believed - and Loop, despite his initial caution regarding the manuscripts, concurred - that his purchase was not limited to the items included in the inventory, an inventory which noted a suitcase filled with manuscripts but failed to itemize or appraise them. On 31 May 1921, Loop provided Borg with a letter which empowered him "to correspond with such persons as had in their possession unpurchased manuscripts and to request their return ... in the same manner as Mr. Magnus could have done had he continued to live".²¹

Grant Richards declined Douglas' proposal to sell the *Dregs* copyright for £ 80. Determined to bring out the work on a royalty basis, Richards told Douglas that he would write to Borg directly and deal with Douglas separately for the preface. On 7 December, Richards reported that, by the time he got in touch with Borg, the latter had already begun arranging for the sale of the work in New York. Willing to consider an offer for the

- 16 Michael C. Borg, letter to Crown Advocate, Valetta, 10 November 1920 (General Correspondence); Carl R. Loop, letter to Norman Douglas, 10 December 1920 (Norman Douglas Collection)
- 17 Carl R. Loop, letter to Norman Douglas, 4 April 1921 (Norman Douglas Collection); Norman Douglas, letter to Carl R. Loop, 16 April 1921 (General Correspondence); Carl R. Loop, letter to Norman Douglas, 23 April 1921 (General Correspondence); Norman Douglas, letter to Carl R. Loop, 12 June 1921 (General Correspondence)
- 18 Michael C. Borg, letter to Norman Douglas, 4 December 1920 (Norman Douglas Collection); Carl R. Loop, letter to the Secretary of State, 13 January 1922 (Decimal File 1910-29); Borg to Loop, 4 April 1921.

- 19 Norman Douglas, letter to Grant Richards, 4 October 1921 (Norman Douglas Collection). For permission to quote from this and others letters of Norman Douglas, I gratefully acknowledge the Society of Authors, literary representative of the Estate of Norman Douglas.
- 20 Douglas to Loop, 22 December 1920; Norman Douglas, letter to Carl R. Loop, 2 March 1921 (General Correspondence); Norman Douglas, letter to D.H. Lawrence, 26 December 1921 (D.H. Lawrence Collection, Harry Ransom Humanities Research Centre, University of Texas at Austin); Douglas to Richards, 4 October 1921.
- 21 Inventory of effects of the late Maurice Magnus (Decimal File 1910-29); Carl R. Loop, letter to Michael C. Borg, 31 May 1921 (General Correspondence).

English rights, Borg had stipulated that he wanted a fixed sum in exchange for the manuscript. Richards opted not to pursue the matter.²²

Almost certainly, Borg's plan to sell the manuscript in New York involved D.H. Lawrence. Writing to Douglas on 20 December, Lawrence explained that both Borg and Don Mauro had enlisted his help in finding a publisher for *Dregs* and asked Douglas' permission to use Magnus' work.²³ Yet Lawrence had begun working on the introduction a month earlier. While Richards awaited a reply from Borg, Lawrence told Robert Mountsier, his American agent, "I am doing a Magnus MS. about the Foreign Legion in Algiers which I will send".²⁴ Thus, Lawrence must have reached an understanding with Borg by mid-November at the latest.

On 26 December 1921, Douglas answered Lawrence's inquiry about the *Dregs* manuscript. After the publication of *D.H. Lawrence and Maurice Magnus: a Plea for Better Manners*, Lawrence permitted an excerpt from Douglas' reply to appear in his letter to the *New Statesman*:

Damn the Foreign Legion. ... I have done my best, and if B - had sent it to me the book would be published by this time, and B - £ 30 or £ 50 the richer. Some folks are hard to please. By all means do what you like with the MS. As to M. himself, I may do some kind of memoir of him later on - independent of Foreign Legions. Put me into your introduction, if you like. ... Pocket all the cash yourself. B - seems to be such a fool that he doesn't deserve any. I'm out of it and, for once in my life, with a clean conscience. ... (L 5, 396)

Although the excerpt is accurate, it has, heretofore, been read out of context. In order to understand just what Douglas agreed to and whether Lawrence kept his end of the bargain, one must consider the quotation in light of the letter as a whole and of letters written to Douglas by Lawrence and Grant Richards.

22 Grant Richards, letters to Norman Douglas, 8 October 1921 and 7 December 1921 (Norman Douglas Collection)

23 D.H. Lawrence, letter to Norman Douglas, 20 December 1921 (Norman Douglas Collection). For permission to paraphrase this letter and Lawrence's letter of 5 January 1922 to Norman Douglas, I gratefully acknowledge the Estate of Frieda Lawrence Ravagli and Laurence Pollinger Limited. The letter of 20 December 1921 appears in Brenda Maddox, *D.H. Lawrence: the Story of a Marriage*, New York: Simon, 1994), p 288-89.

24 *The Letters of D.H. Lawrence*, vol. 4, 1921-24, ed. Warren Roberts, James T. Boulton and Elizabeth Mansfield (Cambridge: C.U.P., 1987) p 127. This work is hereafter referred to in the text as L 4.

In the first place, Douglas did not give Lawrence *carte blanche* to "do what" he liked "with the MS". When Lawrence wrote to him on 20 December, he asked to pursue the book's publication only in the United States. Convinced that any attempt to publish *Dregs* in Europe would be futile, Lawrence intended to concentrate his efforts on America and hoped to find an American publisher willing to purchase the work for at least \$400. Suggesting that Douglas take charge of the project, Lawrence offered to contact an American publisher on Douglas' behalf and encouraged Douglas to write an introduction which would appeal to American readers.²⁵

Douglas understood that Lawrence's interest extended only to an American edition. He referred to the book's prospective audience as "those American fools" and advised: "Or put yourself into connection with Grant Richards, if you like to have further complications".²⁶ Although the latter comment can be interpreted as permission for Lawrence to arrange for English publication, it is also a clear indication that Lawrence had not approached Douglas with that intent.

Lawrence did not contact Richards. Instead, on 5 January 1922, he wrote to Douglas again. Should he, Lawrence wanted to know, sell both the English and American rights? Or should he sell only the latter, thus enabling Douglas to take charge of an English edition for which he would write a memoir? Douglas, according to his pencil notation on Lawrence's letter, replied on 15 January. Evidently Lawrence did not preserve this letter with the same care as he did the previous one, for it has not survived. Yet Douglas' answer can be inferred from the fact that he underlined the words pertaining to the English edition and the memoir in red pencil.²⁷

Douglas forwarded both Lawrence's letters to Richards. The publisher admitted to being confused by Lawrence's plans and advised against two editions of *Dregs*, an American one controlled by Lawrence and an English one by Douglas. Still, he remained interested in bringing out the work.²⁸ Thus, while Douglas was corresponding with Lawrence about the publication of *Dregs* in America, he was also in touch with Richards concerning its publication in England. A year later, Douglas mentioned to Richards that, on 5 January 1922, Lawrence had written that "he would try to bring" *Dregs* "out in America, that he had already written a memoir for this American Edition".²⁹ Without a doubt, then, Douglas expected Lawrence to sell only the American rights, and Lawrence gave Douglas no reason to believe that he would do otherwise.

25 Lawrence to Douglas, 20 December 1921

26 Douglas to Lawrence, 26 December 1921

27 D.H. Lawrence, letter to Norman Douglas, 5 January 1922 (Norman Douglas Collection)

28 Grant Richards, letter to Norman Douglas, 26 January 1922 (Norman Douglas Collection)

29 Norman Douglas, letter to Grant Richards, 15 January 1923 (Norman Douglas Collection)

In the second place, Douglas did not relinquish his share in the profits from the publication of Magnus' work. Initially, Lawrence planned to sell *Dregs* to an American publisher for at least \$400, that is, about £ 100. Provided Douglas agreed, he would use £ 60 to settle Magnus' debt to Borg. He would keep £ 20 for himself as payment for his introduction and partial reimbursement of the money Magnus owed him. Douglas could have the rest.³⁰

In response to Lawrence's proposal, Douglas wrote: "Pocket all the cash yourself: Borg seems to be such a fool that he don't [sic] deserve any".³¹ Surely, the context here suggests, not that Douglas wanted no share in any of the profits, but that Lawrence need not repay Borg from the sale of the American rights. Borg had ignored Magnus' last wishes, retained property to which Douglas was entitled and frustrated Douglas' efforts to get the manuscript published. Understandably, Douglas regarded him as "a fool" who didn't "deserve any" cash.

Lawrence, however, ignored Douglas' suggestion. Probably unwilling to become involved in a dispute between the two men, he proposed another deal: in selling *Dregs*, he would have a three-party contract drawn up so that Douglas, Borg and the publisher could sort out the money themselves. He would be compensated only for his introduction.³²

Douglas' reply can only be inferred. He had to have realized that working out a financial agreement with Borg, who distrusted him, was impossible and probably admitted as much to Lawrence.

30 Lawrence to Douglas, 20 December 1921. In this letter, Lawrence indicated that Magnus owed him £ 20-23, a figure that does not correspond with the known facts. Lawrence regarded the £ 5 from Amy Lowell's cheque, at least in part, as repayment for the dinner Magnus had hosted in Florence. At Taormina, when the exchange rate was more than L 90 to the pound, Lawrence sent Magnus 50/- in one letter and L 200 in another, about £ 5 in all. At Syracuse, he supplied another L 100. Lawrence also advanced Magnus £ 7 against a cheque from Land and Water after insisting Magnus give him a letter to the editor. See D.H. Lawrence, "Memoir of Maurice Magnus" in *Memoir of Maurice Magnus*, ed. Keith Cushman (Santa Rosa: Black Sparrow, 1987) p 39, 64, 71, 76, 79-80; Magnus to Douglas, 9 May 1920. Lawrence should have been able to recover the £ 7, for the magazine published Magnus' "Holy Week at Monte Cassino" on 29 April 1920, p 14-15. Lawrence's "You Touched Me" appeared in the same issue, p 25-29.

31 Douglas to Lawrence, 26 December 1921

32 Lawrence to Douglas, 5 January 1922

This would explain why Lawrence, just weeks after suggesting a three-way agreement which included Douglas, would exclude him from the deal. On 26 January, Lawrence sent Magnus' manuscript and his own introduction to Robert Mountsier. With respect to the American rights, he instructed Mountsier to find a publisher willing to purchase *Dregs* outright for \$400, to "draw up an agreement with" Borg for *Dregs* and to make a separate arrangement for the introduction. He mentioned Douglas only in connection with a possible English edition (L 4, 178-79).

Yet Douglas, whatever his reply to Lawrence, had no intention of missing an opportunity to profit from the sale of Magnus' work. Unsuccessful in exercising his rights as heir and literary executor, he decided to try a different approach. Surely his role as collaborator on the first version of *Dregs* entitled him to a say in the manuscript's disposition and a share in its proceeds. On 6 February, he consulted Richards about the matter. The publisher assured him that, in view of his claim, no one could do anything with the manuscript unless Douglas was included in the contract. The difficulty was that Douglas, having a copy of neither the original nor the revised version, could do nothing until he came to terms with Borg or Lawrence.³³ Thus, Douglas was back where he had started: forced to negotiate with Lawrence, who seemed willing, and with Borg, who was not.

On 4 March 1922, aboard the R.M.S. *Osterley*, Lawrence informed Douglas that he had sent *Dregs* to New York but, so far, had heard nothing (L 4, 208). Prior to leaving for Ceylon, then, Lawrence had asked for and been granted Douglas' permission to publish *Dregs* in the United States. He had suggested a three-way agreement for the sale of the work but, with or without Douglas' knowledge, had not instructed Mountsier to make Douglas a party to the contract. Planning to publish his introduction only in the United States, he had left Douglas to negotiate the sale of the English rights and produce a memoir for the English edition. Still, he had realized that the American publisher might bring out the book in England and had advised Mountsier that, if

33 Grant Richards, letter to Norman Douglas, 25 March 1922 (Norman Douglas Collection). After the appearance of Douglas' pamphlet, Lawrence insisted that "Douglas' co-writing" was "a literary turn" (L 5, 240), yet Douglas had referred to himself as Magnus' "co-writer" in his letter to Lawrence of 26 December 1921. Furthermore, Maurice Magnus' letter to Norman Douglas of 12 May 1918 (Norman Douglas Collection), in which he stipulated that half of the money from the sale of the American and British copyrights should go to Douglas, lends credence to Douglas' claim. The letter predated Lawrence's visit to Monte Cassino, when he read the manuscript and gave Magnus advice on rewriting it. See Lawrence, "Memoir of Maurice Magnus", p 51; Magnus to Douglas, 9 May 1920.

"Douglas didn't do the introduction, and anybody really wanted mine, in England - they can have it if they pay for it" (L 4, 179). At the time of his departure, then, Lawrence, by virtue of his association with Borg, had almost complete control over the disposition of the work. Douglas, despite his position as Magnus' heir, executor and collaborator, could do nothing without the manuscript.

Once *Dregs* and Lawrence's introduction arrived in the United States, Mountsier started work on getting them published. He wrote to Michael Borg, but it was not until mid-June that he received a reply from William Harding, Borg's solicitor. In the meantime, Mountsier got in touch with Seltzer. At the end of May, prodded by a reminder from Mountsier, Seltzer promised "to read" *Dregs* "before the end of next week and act on it". He must have decided to publish the work, for, on 29 June, he commented that it was too late to bring out the book in the autumn.³⁴

Before Seltzer could proceed, however, he required proper authorization. He already had in his possession a copy of *Dregs*, which a literary agency had sent to him on Magnus' behalf on 13 September 1920.³⁵ The manuscript must have remained in Seltzer's files after Magnus' death, and Seltzer now found himself in the dubious position of having received the work from one agent while negotiating its publication with another.

The situation must also have troubled Borg. He had agreed to let Lawrence and Mountsier negotiate the sale of *Dregs*. Ironically, Mountsier had approached Seltzer, who, having a copy of the manuscript in his possession, could publish it without making Borg a party to the contract. On 10 June, Harding supplied the needed authorization. He sent Mountsier a copy of the letter, dated 31 May 1921, which Loop had written at Borg's request and in which he stated that Borg, having purchased Magnus' possessions, had the right to take control of any outstanding, unpurchased manuscripts.

Loop's letter, however, did not solve the authorization problem. Seltzer must have insisted that the responsibility for withdrawing the manuscript lay with the agency which had submitted it to him, a position which Mountsier communicated to Harding. On 28 September, Harding replied that he could not instruct the agency to withdraw the copy as he did not know the agency's name. He suggested that Mountsier effect the withdrawal and enclosed a duplicate of Loop's letter of authorization along with a formal statement by Michael Borg whereby Borg withdrew from publishers, literary agents and anyone else concerned all copies of Magnus' manuscripts, especially those of *Dregs*, except for the copies held by Mountsier and Lawrence, with whom he was negotiating. The statement, dated the same day as Harding's letter, also empowered Mountsier to withdraw copies on Borg's behalf. Whether Mountsier contacted the agency is not known, but, on 14 October, Seltzer informed him, "Some of the manuscripts Magnus submitted to me direct, others I received from the Paget Literary Agency, 62 West 47th Street".³⁶

Moutsier spent most of January 1923 with the Lawrences at Del Monte Ranch. During his stay, he sketched out a memorandum of agreement which provided for the publication of *Dregs* not later than 1 October 1923 at terms identical to those listed in a memorandum for *Kangaroo*. Those terms included the stipulation that the publisher was responsible for securing the work's copyright in the United States and in any other countries to which the agreement pertained.³⁷ Undoubtedly, this clause, as Lawrence and Mountsier must have been aware, presented an obstacle to the publication of the work. Seltzer had already demanded proper authorization. That he questioned Borg's claim can be inferred from his insistence that the copy of the manuscript he had received from the Paget Literary Agency be withdrawn - not by Borg or Lawrence or Mountsier - but by the agency itself.

Although Lawrence wrote to Seltzer three times during Mountsier's stay at Del Monte Ranch, he did not mention *Dregs* (L 4, 367-68, 369-70, 371-72). On 27 January, however, Mountsier advised Harding that there were difficulties and that Lawrence would write to Borg. Harding acknowledged receipt of both letters, expressed his confidence that Mountsier and Lawrence would solve the problems and admonished Mountsier to obtain "the very best terms" for Borg. Yet before his reply arrived,

- 34 William Harding, letter to Robert Mountsier, 10 June 1922 (Mountsier/Lawrence Collection, Special Collections Department, Northwestern University Library); Thomas Seltzer, letters to Robert Mountsier, 25 May 1922 and 29 June 1922 in *Letters to Thomas and Adele Seltzer*, ed. Gerald M. Lacy (Santa Barbara: Black Sparrow, 1976) p 222, 230. Excerpts from *Letters to Thomas and Adele Seltzer*, Copyright 1976 by the Estate of Thomas Seltzer. Reprinted with the permission of Black Sparrow Press. I am indebted to Mark Kinkead-Weekes for bringing the materials in the Mountsier / Lawrence Collection to my attention.
- 35 Harding to Mountsier, 10 June 1922; William Harding, letter to Robert Mountsier, 28 September 1922 (Mountsier/Lawrence Collection); C. Paget, letter to Thomas Seltzer, 13 September 1920 (Mountsier/Lawrence Collection)

- 36 Harding to Mountsier, 28 September 1922; Michael C. Borg, statement, 28 September 1922 (Mountsier/Lawrence Collection); Thomas Seltzer, letter to Robert Mountsier, 14 October 1922 in *Letters to Thomas and Adele Seltzer*, p 244.
- 37 Memorandum of agreement (for *Dregs*), 2 January 1923 (Mountsier/Lawrence Collection); memorandum of agreement (for *Kangaroo*), 2 January 1923 (Mountsier/Lawrence Collection).

Lawrence had fired his American agent (L 4, 376), who hastened to inform Harding that he would have nothing more to do with the publication of *Dregs* and that Seltzer retained Magnus' manuscripts.³⁸

Harding replied indignantly. He failed to understand how Seltzer could still have the manuscripts when Mountsier had been authorized several months earlier to withdraw all outstanding copies. Since Mountsier had not used the authorization to protect Borg's interests, he would be held "responsible for damages" if *Dregs* were "published without previous agreement with" Borg. A letter to Seltzer dated the same day forbade him to publish without Borg's consent.³⁹ In March 1923, then, Seltzer had the manuscript of *Dregs* in his possession but had made no definite arrangement to publish the work.

Oblivious to the problems surrounding the American publication of *Dregs*, Grant Richards again contacted Douglas about bringing out the work. Douglas explained that he had "not been able to get hold of the MS" and referred to the letter of 5 January 1922 in which Lawrence had said that he would try to publish the work in America and had written an introduction for it. Douglas concluded: "The whole thing strikes me as pretty hopeless. Much as one would like to do something".⁴⁰

The situation remained hopeless until 25 March 1924 when Martin Secker agreed to publish *Dregs* along with Lawrence's introduction. He accepted the work only on a royalty basis and wanted the American rights. Convinced that the introduction lent value to the work, he urged Lawrence to share equally in the proceeds with Borg.⁴¹

Lawrence turned the matter over to Curtis Brown and wrote to Michael Borg, urging him to accept Secker's offer. In both letters, Lawrence altered the facts of the manuscript's history. He told Brown, "it was by the merest odd chance I said to [John Middleton] Murry - who was reading it out of curiosity - send it in to Secker. You see Secker knew all the Florence and Capri part of it" (L 5, 31). In December 1923, however, Lawrence knew that Murry wanted to serialize the introduction in the *Adelphi* and, for that reason, asked Seltzer to send it to England. At the beginning of March 1924, he informed S.S. Koteliansky that Secker wanted to read the introduction and also promised Secker to have Magnus' manuscript sent from New York (L 4, 549, 597-98).

38 William Harding, letters to Robert Mountsier, 22 February 1923 and 5 March 1923 (Mountsier/Lawrence Collection)

39 Harding to Mountsier, 5 March 1923; William Harding, letter to Thomas Seltzer, 5 March 1923 (D.H. Lawrence Archive, Beinecke Rare Book and Manuscript Library, Yale University).
40 Grant Richards, letter to Norman Douglas, 9 January 1923 (Norman Douglas Collection); Douglas to Richards, 15 January 1923.

41 *Letters from a Publisher: Martin Secker to D.H. Lawrence and Others 1911-1929* (London: Enitharmon, 1970) p 19.

Ultimately, Seltzer sent *Dregs* to Murry; Lawrence, aware that Secker might publish it, asked Murry to pass it on (L 5, 16).⁴²

From Taos, Lawrence wrote to Borg: "You know how hard Mountsier tried to place the M.S. over here, and failed. Mountsier, by the way, had a bad nervous breakdown, and could not continue the work". Yet Mountsier's labours consisted primarily of communicating with Harding, Borg's attorney, and Seltzer, who indicated a willingness to publish *Dregs* just a few months after Lawrence had sent the manuscripts to America. Furthermore, his efforts on Borg's behalf ceased, not because of a breakdown, but because Lawrence had fired him. Michael Borg agreed to Secker's terms and Lawrence instructed Brown to "automatically pay him half the royalties" (L 5, 33, 54).

Negotiations for the American edition did not proceed as smoothly. Early in April, Lawrence informed Seltzer that Secker planned to publish and wanted "American rights; to sell sheets to America". He asked Seltzer to get in touch with Curtis Brown, who was handling the arrangements. Several months went by, during which time Seltzer must have broached the possibility of publishing the introduction alone, for Lawrence responded, "... I don't think it's any good publishing my essay without the Magnus part. If you buy sheets from Secker, you can wait a bit about it, I suppose" (L 5, 32, 78). By September, Seltzer still had not reached a decision.⁴³

Secker, for his part, had no desire to deal with Seltzer. In the first place, he was concerned about the American publisher's solvency. He confided to Lawrence in June that he had "heard disquieting news about Seltzer's financial position". Two months later, explaining that he had experienced difficulties in collecting accounts from Seltzer, he asked Brown's secretary

42 The copy which Seltzer sent to Murry was probably the one which Lawrence had received from Borg and forwarded to Mountsier in January 1922. Evidently, Seltzer never relinquished the copy he had received from the Paget Literary Agency. In 1926, when Borg sold a typescript containing Magnus' handwritten notes and corrections, he indicated that he had never been able to retrieve the copy which Magnus had sent to Seltzer. See Curtis Brown, letters to Crosby Gaige, 22 March 1926 and 21 April 1926 (D.H. Lawrence Collection)

43 See Martin Secker, letter to Curtis Brown, 23 September 1924 (Secker Letter-Book, Rare Book and Special Collections Library, University of Illinois at Urbana-Champaign). For permission to quote from and paraphrase letters written by Martin Secker, contained in the Secker Letter-Book but not included in *Letters from a Publisher*, I gratefully acknowledge Sylvia Secker. I am also grateful to Bruce W. Swann for the help he gave me in connection with these letters.

to find out if Seltzer would sign a six-month note for the sheets, should he decide to buy them. Furthermore, Secker wanted Alfred A. Knopf to publish the book. He wrote to Knopf about it on 17 June and, a few months later, told Brown:

I shall be very glad if the "Foreign Legion" is published by anyone else in preference to [Seltzer]. He has delayed matters to such an extent by making absurd proposals that the book must by now have lost its autumn publication in America. However, if the book ultimately finds its way into Knopf's hands the delay will have been worth while.⁴⁴

By mid-November, the arrangements with Knopf had been made and Lawrence wrote to his sister Ada, "My agent has started to leave Seltzer - he is not giving him the *Memoirs of the Foreign Legion*" (L 5, 165, 169).

At last, in October 1924, Secker published *Memoirs of the Foreign Legion* in England. Douglas requested a copy and, prior to reading Lawrence's introduction, suggested writing a "little memoir" of his own for the second edition. Secker, having just reprinted the work, indicated he would be pleased to include Douglas's essay in "the next printing". Within the next few weeks, however, Douglas decided to publish the work as a pamphlet, and, before the year was out, he had finished "D.H. Lawrence and Maurice Magnus: a Plea for Better Manners".⁴⁵

Douglas's comments to Secker betray neither hostility nor anger, and there is no reason why they should. Although Lawrence originally planned to sell only the American rights, Curtis Brown must have informed Douglas that *Dregs*, together with Lawrence's introduction, was to be published in England. On 13 August 1924, Secker wrote to Lawrence, "I gathered from Douglas's letter to Curtis Brown that he would have no objection of any kind to make ..."⁴⁶

Thus, neither the English publication of *Dregs* nor Lawrence's profitting from it prompted Douglas's pamphlet. Indeed, "Plea" contains only one reference to Douglas's failure to realize some financial gain: "I hope that I, who am entitled to half the proceeds, will in due course receive something on account" and another to Lawrence's having recovered, "many times over by the

sale of these Memoirs", whatever money he gave Magnus.⁴⁷

What incensed Douglas was the content of Lawrence's introduction. In it, Lawrence insists that Douglas hated Magnus. Douglas dismisses this notion in his pamphlet and refers to four letters which he, unaware of his friend's death, wrote to Magnus in little over a week. These letters and those which Magnus wrote to him reveal a close friendship.⁴⁸

More importantly, Lawrence presents Magnus as someone who played the gentleman while living on and abusing the generosity of others and refers to him as a liar, swindler and hypocrite. Douglas's anger at such a portrait of his friend must have been intensified by the realization that he himself had been duped. When Lawrence first approached him with plans to publish Magnus's work, he asked Douglas to provide certain biographical information and described the account he intended to give of Magnus as not unsympathetic. Lawrence's words about the account have been underlined in green and an exclamation point put in the margin - undoubtedly Douglas's doing after reading Lawrence's introduction. In the same letter, Lawrence asked permission to include Douglas in the essay and joked that he had given Douglas no bad habits except that of drinking too much whisky.⁴⁹

Douglas's concern for his friend's memory is evident from his reply: "Put me into your introduction - drunk and stark naked, if you like. I am long past caring about such things, and if you surround M[magnus] with disreputable characters, why, it may end in persuading those American fools that he was a saint".⁵⁰ Having read Lawrence's introduction, Douglas must have realized that Magnus's memory would be better served by the timely appearance of an aggressive defense instead of a "little memoir" for "the next printing".

In January 1925, Knopf brought out Magnus's work in the United States and, a few months later, Secker pondered whether "Plea" had "helped sales". Perhaps, then, it was with an eye to increasing profits by keeping the Lawrence-Douglas controversy before the public that, sometime before the end of November, he asked Lawrence to write a letter for the *Times Literary Supplement*. Secker told Curtis Brown he had made the request because Douglas "had given his attack on Lawrence the widest publicity by including" his essay in his latest work, *Experiments*; however, the *Times Literary Supplement* did not review *Experiments* until after Lawrence had composed his letter.

44 Letters from a Publisher, p 25; Martin Secker, letter to [Annie Maud] Drummond, 12 August 1924 (Secker Letter-Book); Martin Secker, letter to Alfred A. Knopf, 17 June 1924 (Secker Letter-Book); Secker to Brown, 23 September 1924.
45 Mark Holloway, *Norman Douglas: a Biography* (London: Secker, 1976), p 331; "D.H. Lawrence and Maurice Magnus: a Plea for Better Manners" in *Memoir of Maurice Magnus*, p 132. The latter work is hereafter referred to as "Plea".
46 *Letters from a Publisher*, p 27

47 "Plea". p 108, 117. For permission to quote from "D.H. Lawrence and Maurice Magnus: a Plea for Better Manners", Copyright 1987 by the Estate of Norman Douglas, I gratefully acknowledge the Society of Authors, literary representative of the Estate of Norman Douglas.
48 "Plea", p 111. Douglas's letters, which were returned to him after Magnus's death, and those which he received from Magnus are in the Norman Douglas Collection. Some of these letters have been quoted by Holloway and Maddox.
49 Lawrence to Douglas, 20 December 1921
50 Douglas to Lawrence, 26 December 1921

When it did, it made no mention of "Plea", and Secker waited to use the letter until the *New Statesman* reviewed Douglas's book.⁵¹

By virtue of the letter to the *New Statesman* (L 5, 395-97), whatever Secker's motives for having it composed, Lawrence is usually regarded as having the last word in the controversy. Yet the fact that his remarks were not challenged is no proof of their accuracy. Lawrence, despite his claim to the contrary, did not himself quote from Douglas's letter. Living in Spotorno, he was unable to do so, for the original was in New Mexico. Instead, Lawrence "left a space in his letter to the *Times*" and depended on Secker to insert the quotation after obtaining a copy of Douglas's letter from Curtis Brown.⁵² Lawrence reminded Secker not to print Douglas's letter in its entirety as it was Douglas's property; he also authorized Secker to make whatever revisions he saw fit to the letter to the *Times*. That Lawrence saw and approved the final version can be inferred from the fact that he signed and returned it to Secker on 30 November (L 5, 340, 346).

The excerpt from Douglas's letter, as has been shown above, proves absolutely nothing. Taken out of context, it fails to provide an accurate account of where matters stood in Lawrence's dealings with Douglas in January 1922. Moreover, Douglas, advised by Brown that *Dregs* would be brought out in England, does not question Lawrence's right to publish the work and makes just two brief references to the distribution of the profits.

Also in the *New Statesman* letter, Lawrence insisted that in the introduction he told the story of his relationship with Magnus "as truthfully as a man can tell a thing". In fact, he exaggerated his own poverty, Magnus's debts and the cost of Magnus's hotel room. He characterized himself as hostile to Magnus when Magnus actually found him sympathetic and willing to help. Lawrence minimized the interaction he had with Magnus on Malta and protested that, after returning to Fontana Vecchia, he had nothing more to do with the man. The truth is that Lawrence corresponded with Magnus until mid-summer and, at some time during his stay on Malta, disclosed to Magnus his need for bisexual companions.⁵³

Lawrence claimed that *Dregs*, together with his introduction, made the round of publishers and that he turned down "[m]ore than one" offer to publish his essay separately. In January 1922, Lawrence sent both manuscripts to Mountsier who negotiated with Seltzer and very likely with no one else. Seltzer would have been the logical first choice, for, having accepted *Our Eleven*

Billion Dollars, he was Mountsier's publisher as well as Lawrence's.⁵⁴ Furthermore, Mountsier, hearing nothing from Borg for over three months, would certainly not have aggressively pursued placing the manuscripts elsewhere. As for the offers to publish the introduction separately, Lawrence is literally correct. There were more than one. Murry planned to serialize the essay in the *Adelphi*. Seltzer, too, wanted to publish the introduction separately, but only after Lawrence had arranged for Secker to publish both works (L 4, 549; L 5, 78, 240).

When all was said and done, then, Lawrence, contrary to his letters to Douglas, engineered the publication of *Dregs* and his introduction in both England and the United States. Borg, instead of selling Magnus's manuscript outright, settled for a share of the royalties, a deal comparable to the one he could have made in 1921 with Grant Richards.⁵⁵ Douglas, although he profitted from the sale of his pamphlet, received none of the proceeds from Magnus's writings. As for Maurice Magnus himself, his major work finally appeared in print but his dying wishes were ignored.

51 Martin Secker, letter to Curtis Brown, 15 April 1925 (Secker Letter-Book); *Letters from a Publisher*, p 37; review of *Experiments*, *Times Literary Supplement*, 3 December 1925, p 828; review of *Experiments*, *New Statesman*, 13 February 1926, p 554. Lawrence sent Secker the "letter for the *Times*" at the end of November 1925 (L 5, 340)

52 Secker, *Letters from a Publisher*, p 37

53 Maddox, p 267-70, 290-91

54 Seltzer published Mountsier's *Our Eleven Billion Dollars: Europe's Debt to the United States* in spring 1922. The foreword is dated 10 April. Seltzer wrote to Mountsier about the book's reviews on 25 May; see *Letters to Thomas and Adele Seltzer*, p 222.

55 I have been able to obtain very little information concerning the financial settlement for the American edition. Lawrence's letters to Donald Wells, written in December 1925, suggest that he and Borg shared the royalties as they did for the English edition (L 5, 348, 361). Before publishing the work, however, Secker commented that, should "a separate copyright edition" be arranged in the United States, he felt entitled to one-third of the proceeds with the remainder going to the "author's executor" (*Letters from a Publisher*, p 21-22). By "author's executor", he must have meant Borg, not Douglas. Deborah Lloyd of the United States Copyright Office, in a letter to the author dated 8 November 1995, indicated that *Memoirs of the Foreign Legion* by Maurice Magnes [sic] was registered "in the name of Alfred A. Knopf, Inc., under A 822126 following publication" on 23 January 1925.