

Kirtsaeng v John Wiley & Sons Inc 2008 US Supreme Court

Petitioner: Supap Kirtsaeng

Case Timeline:

Year Started: 2008

Year of Disposition: 2013 (U.S. Supreme Court ruling)

Supap Kirtsaeng, a Thai national studying in the U.S., imported and resold foreign editions of textbooks published by John Wiley & Sons. Wiley sued Kirtsaeng for copyright infringement, arguing that the importation and resale of foreign-manufactured books violated their distribution rights. The case centered around the "first-sale doctrine," which allows the owner of a legally obtained copyrighted work to resell it without the copyright holder's permission.

The U.S. Supreme Court ruled 6-3 in favor of Kirtsaeng, holding that the first-sale doctrine applies to copies of copyrighted works lawfully made abroad. This meant that once a copyrighted work was legally sold anywhere in the world, the copyright owner could not control its resale in the U.S.

Impacts to open source and right to repair

1. Strengthened the Right to Resell and Repair Physical Goods

The ruling confirmed that copyright holders cannot restrict resale or modifications of legally purchased products, even if manufactured outside the U.S.

This principle extends to hardware and electronics, reinforcing that once a consumer purchases a device, they have the right to modify or repair it without the manufacturer's control.

2. Protection Against Anti-Competitive Practices

Many manufacturers attempt to block repairs using copyright claims (e.g., restrictions on software, firmware locks).

The case set a precedent that copyright law cannot be used to prevent resale or refurbishing of legally purchased products, supporting repair shops and refurbishers.

While Kirtsaeng focused on physical goods, its reasoning influences debates about whether software licenses can restrict resale (relevant for proprietary software versus open-source alternatives).

Kirtsaeng v. John Wiley & Sons, Inc. reinforced the first-sale doctrine as a consumer protection measure, ensuring that manufacturers cannot use copyright law to block resale, repairs, or modifications of legally purchased goods.

The First-Sale Doctrine is a legal principle in U.S. copyright law that states once a copyrighted item is lawfully sold, the copyright owner loses control over its distribution and resale. This means the buyer can resell, lend, rent, or give away the item without needing permission from the copyright holder.

The doctrine is codified in 17 U.S.C. § 109(a) of the U.S. Copyright Act.

The doctrine only protects legally manufactured and acquired copies. The copyright holder cannot dictate what happens to a product after it's sold (e.g., prevent resale or modification). However, the copyright holder still retains control over reproduction and derivative works (e.g., copies of a book cannot be scanned and resold).

Unfortunately, while still a step in the right direction, the First-Sale Doctrine can be bypassed by Licensing Agreements (which many software companies claim buyers are "licensees" rather than "owners" to restrict resale).