

Author and publisher: a relationship without a contract

*Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland), Solicitor (Hong Kong),
Solicitor (England & Wales)*

The relationship between Erasmus and Froben was never formalised in a written contract that has survived. It rested on mutual interest, personal trust and the customs of the book trade. Froben provided Erasmus with lodging, meals, the services of his workshop and his correctors, and payments in money and books; Erasmus provided Froben with texts, editorial work, prestige and the commercial success that his name guaranteed. Since neither party could compel the other, the relationship lasted as long as both found it advantageous.

This informality was typical of the period, in which the rights of authors in their works were not recognised by law. The author sold or gave his manuscript to a printer, who acquired the right to print it by virtue of possession and, if he obtained one, of a privilege. Once the book was printed, anyone could reprint it, subject only to the limited protection of privileges. Because the author had no continuing rights in the work, his income depended on the payments he could negotiate for each new manuscript or edition.

The recognition of authors' rights came only in the eighteenth century, with the English Statute of Anne of 1710, the first copyright statute, and the French revolutionary laws of 1791 and 1793. In Switzerland, federal copyright legislation was adopted in 1883. The country then joined the Berne Convention for the Protection of Literary and Artistic Works, concluded in Bern in 1886, as a founding member.¹ The Berne Convention, negotiated in the Swiss federal capital, created an international system of copyright protection that remains the basis of the law today. The seat of the World Intellectual Property Organization in Geneva, which administers the Convention, is part of the international Geneva described in the companion volume.

For the modern reader, the relationship between Erasmus and Froben illustrates the importance of legal protection for intellectual work. Without such protection, authors depended on patrons and on the goodwill of printers. Printers, for their part, depended on privileges and on the speed with which they could bring new editions to market. The development of intellectual property law transformed this situation and made possible the modern industries of publishing, software, entertainment and pharmaceuticals, whose business models rest on the exclusive right to exploit intellectual creations. Part G examines the role of patents in the pharmaceutical industry of Basel, which depends on intellectual property as much as the printers depended on privileges.

1 Notes

1. Statute of Anne (1710); French laws of 1791 and 1793 on authors' rights; Swiss Federal Act on Copyright of 1883; Berne Convention for the Protection of Literary and Artistic Works of 9 September 1886 (SR 0.231.15). To be verified. ↩

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