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The Printing Press and its Implications

One way to research the impact of Intellectual Property Rights (IPR) laws is to study an the evolution of the protection of IPR prior to the enactment of formal laws governing these rights.

The problem of unauthorized publications has begun immediately after the invention of the printing press (1453). Two different ways to handle the problem have emerged. One involved the intervention of some form of authority (a local government, a prince, a king, the pope) that granted so-called “privileges” (the right given for some amount of money, to publish a book within a given period of time). The other was the monopolization of the market of books.

The first method seems to have been implemental in countries characterized by a strong central power (France is taken as an illustrious example for a country with centralized power). However, the actual effectiveness of the privileges has to be checked, and this can be done by :

1) Comparison between the amount of unauthorized copies printed before the privileges have been granted and afterwards.

2) Studying the prices charged by different privilege-granting authorities.

The monopolization of the market of books was a natural solution for a country without a centralized power (Germany, for example). The big-sized firms were integrated into guilds for the purpose of protecting the book production from “pirated” edition. The effectiveness of this monopolization can be checked by two parameters:

1) Reduction in the number of firms asking for privileges after monopolization in the middle of the sixteenth century.

2) Reduction in the number of unauthorized copies in monopolized markets.

A related question is the nature of the relationship between the publishers and the authors. The common arrangement stipulated that the author receive a payment from the publisher in exchange for the sole rights for the book. There were also cases in which the author participated

in costs of production in exchange for a share in the profits. In both cases, the author was prevented from striking a parallel deal with another publisher. As these arrangements emerged "spontaneously" it seems worthwhile to study their details (e.g., the size of the one-time payment, or the exact parameters of the sharing arrangements). In addition, it is of interest to find out why no other contractual forms have developed. A comparison between the historical contracts between publishers and printers to the types of contracts common today may yield some insights into the role of formal legal protection in these matters.