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## *Crossroads before the Hungarian Socialist Copyright<sup>1</sup>*

### Abstract

This paper examines the transformation of Hungarian copyright law between 1945 and 1952, tracing its shift from a market-oriented model to a socialist framework under state control. The study explores codification efforts, collective agreements, and the increasing centralization of publishing. Early postwar attempts at legislative reform were largely unsuccessful due to political instability and shifting priorities within the Ministry of Culture. Instead, copyright regulation was implemented through ministerial decrees, which significantly altered the legal relationship between authors and publishers. Nationalization led to greater state control over royalties and publishing agreements, aligning Hungarian copyright law with the Soviet model while maintaining selective adherence to international conventions such as the Berne Convention. The paper concludes that this period established a hybrid system of copyright regulation, blending socialist ideology with pragmatic legal continuity, the effects of which persisted throughout the socialist era.

**Keywords:** Hungarian copyright law, socialist legal system, cultural policy, nationalization, publishing agreements, collective agreements, Berne Convention, state control, royalties

### Introduction

The Great October Socialist Revolution and the subsequent popular democratic revolutions sought to establish a new basis for the relationship between an author and his readers. With nationalisation, i.e. social ownership, of publishing houses, film factories and theatres, authors were no longer the means of profit-oriented production but became part of the development and enrichment of the socialist culture. The socialist copyright mod-

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<sup>1</sup> The project ‘(Dis)continuity of Legal Systems in Czechoslovakia, Hungary and Poland after WW II: Difficult Heritage’ is co-financed by the Governments of Czechia, Hungary, Poland and Slovakia through Visegrad Grants from the International Visegrad Fund. The mission of the fund is to advance ideas for sustainable regional cooperation in Central Europe. Visegrad Grant No. 22330152.

el, at least in theory, aimed to balance the recognition of authors' moral and economic rights with broad societal access to their works. While in civil copyright the relationship between the author and the publisher was the dominant one, the new trend was aimed at improving the relationship between the author and the people who consume culture.<sup>2</sup>

A closer examination of Soviet copyright regulations reveals significant restrictions, particularly in terms of the protection of copyright duration and translation rights. It set a narrow limit on the term of protection for works: in 1925, for example, it granted protection for only 25 years from the date of publication of the work, and from 1928, while recognizing the heritability of copyright, it granted protection for 15 years after the death of the author (increased to 25 years in 1973). It also restricted translation rights – for example, it prohibited foreign authors from obtaining royalties until 1947. It also regulated the content of publishing contracts and royalty payments through various predetermined tariff systems. The degressive royalty system was intended to free authors from the risk of commercialization, while still allowing them to share to some extent in the success of their works. In line with the principles of the Soviet economic model, royalties were not based on the sales revenues of books as a commodity but were a share of the national income.<sup>3</sup>

A further important factor is that the Soviet Union did not accede to the Berne Convention until 1973 and deliberately avoided bilateral copyright treaties with major states. One purpose of this was to avoid the appearance that the country, which was a voracious consumer of Western culture, was paying royalties to the “imperialists.” These accumulated Western royalties could in turn finance the various artistic funds which, over time, provided pensions and other social benefits for domestic authors and artists.<sup>4</sup>

The pace of the socialist takeover in the Eastern European countries varied, with different priorities. In Hungary, the Communist Party gradually took control in the post-World War II period, until by 1948 it had established a one-party system and introduced totalitarian dictatorship. The radical transformation of the division of power had a profound impact on almost all aspects of the legal system, especially public and criminal law. One of the main aims of the legislature was to reform the civil law, including copyright, in line with socialist legal principles.

Between 1945 and 1952, significant changes reshaped copyright regulations and the roles of key stakeholders, including authors, publishing houses, and state institutions. The first part of this paper reviews the background work on codification and the preparations at the ministerial level during the years in question, which were also influenced by the constantly changing and deteriorating political environment. The second part examines the gradual centralization of publishing activity, which started as a process of dialogue between equals but eventually led to the adoption of specific conditions of use in ministerial decrees. This study aims to analyse the transformation of Hungarian copyright law in the context of socialist legal principles, focusing on both legislative developments and the practical implications for cultural production.

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<sup>2</sup> Benárd, Timár, *A szerzői*, 55.

<sup>3</sup> *Ibid.*, 56–7.

<sup>4</sup> Cramer, “International Copyright and the Soviet Union,” 539–41.

## 1. Codification efforts between 1945 and 1952

Within the government, between 1945 and 1952 the Ministry of Religion and Education kept pushing for copyright to be re-regulated. The task was entrusted to the Copyright Expert Committee, with József Kerekesházy<sup>5</sup> as its secretary, who coordinated the work. Kerekesházy first contacted all those who had previously been involved in copyright codification. However, the only codification starting point available was probably the 1933 draft law of Elemér P. Balás,<sup>6</sup> which had been shelved by the Ministry of Justice during the war.<sup>7</sup> As the next stage of the codification initiative, the Hungarian Lawyers' Association published a new edition of Balás's proposal, together with an explanatory memorandum, in 1947.

Balás drafted his bill in the early 1930s, as a member of the staff of the Ministry of Justice's Law Preparation Department. The law with its general and detailed explanatory memorandum was ready by 1933. The foreword to the 1947 edition states that Balás considered that "the time was not ripe for a permanent reform of copyright law."<sup>8</sup> He nevertheless considered his proposal to be definitive and therefore submitted it to the editors unchanged. Balás's ideas on copyright reform were not unknown to the profession, as he had published his ideas in earlier years.<sup>9</sup>

The Committee sought to amend the 1921 Copyright Act in consultation with nearly a dozen interest groups and ministries. In the process, the ministry organized a series of consultations to broaden support for the Balás Proposal, but stakeholders eventually agreed that a minor amendment to the Copyright Act would suffice rather than a comprehensive reform. The May 1948 amendment proposal by the Association of Hungarian Lyricists, Composers and Music Publishers and the Hungarian Association of Stage Authors was stuck in the Ministry of Justice.<sup>10</sup>

In the fall of 1950, Kerekesházy submitted a separate proposal for an amendment to the Copyright Act, which would have regulated the composition of the Commission's presidency, secretariat and expert committees, its rules of procedure and arbitration, by repealing existing provisions and introducing new ones. This attempt by Kerekesházy, however, was not successful.<sup>11</sup>

The codification efforts, nevertheless, continued to be supported in principle by the Ministry of Culture,<sup>12</sup> and during the inter-ministerial consultations it was also agreed

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<sup>5</sup> József Kerekesházy (1912–2003) was a writer, historian, lawyer, after 1945 he was the Chief People's Prosecutor, then the Secretary of the Copyright Expert Committee. Between 1935–1945 he gave regular readings on the radio and had his own column in all the popular weekly newspapers. He was a forensic judge to the Chief People's Prosecutor of the National Council of People's Courts in 1945. Kerekesházy emigrated to Austria in 1963 and worked as an archival researcher in Vienna.

<sup>6</sup> Magyar Nemzeti Levéltár Országos Levéltára [MNL OL; National Archives of Hungary] XIX–I–42 370/1946. Activity statement 1946.

<sup>7</sup> See: Ruszthi, "Dr. Balás P. Elemér szerzői jogi törvényjavaslata," 41–4.

<sup>8</sup> Balás, *Törvényjavaslat a szerzői jogról*, 3.

<sup>9</sup> Balás, "Szerzői magánjogunk *de lege ferenda*," 4–47.

<sup>10</sup> MNL OL XIX–I–42 Kerekesházy's note of October 14, 1949.

<sup>11</sup> *Ibid.*, 2820/1950.

<sup>12</sup> *Ibid.*, reply to letter 2973/1950.

that the new Copyright Act should be 120 paragraphs long, with an additional 40 pages of general and detailed explanatory memoranda. It was agreed to set up a codification committee to draft the proposal, headed by István Kovács, Secretary General of the Hungarian Lawyers' Association and the Freedom Fighters' Association, and composed of Endre Nizsalovszky, Salamon Beck and Dezső Alföldy.<sup>13</sup> However, the financial resources needed for the commission were not always forthcoming.

Even Kerekesházy had to admit that the political climate around the Minister of Culture, Gyula Ortutay, who had countersigned the 1946 codification initiative, had changed so much that it was no longer possible to think about codification of copyright law, but only about (professional) survival. From June 1949, Ortutay's role was taken over by József Révai, and the role of Minister of Justice István Ries, who was arrested in July 1950 on trumped-up charges, and shortly afterwards taken to Andrásy út 60<sup>14</sup> and killed there, was taken over by Erik Molnár. After all this, the much-seen Kerekesházy must have been stunned by the question from the Presidency of the Ministry of Culture in September 1950: "[W]hat would be the consequences if Hungary were to denounce the international agreements it has in the field of copyright?"<sup>15</sup> In his reply Kerekesházy tried to explain briefly but comprehensively what might be the consequences if Hungary as a Member State were to withdraw from the Berne Convention, or from UNESCO, or were to terminate its relations with the Société des Auteurs, Compositeurs et Éditeurs de Musique,<sup>16</sup> Bureau International de l'Édition Mécanique<sup>17</sup> or other international organizations through its representative bodies (rights management organizations). Kerekesházy did not fail to stress that Hungary has repeatedly signed the various international conventions, transposed them into law, and the Council of Ministers had approved them. The Bern Convention was last signed by the government at the Brussels Conference in 1948. He pointed out that, although withdrawal would save Hungary some membership fees, Hungary's membership of organizations, and its central membership of the Berne Convention, would bring numerous advantages in terms of the protection of Hungary's interests. As a consequence of the withdrawal, Hungary would be able to use foreign works without reciprocity, but then Hungarian works, among others, would not be protected anywhere in the world, and it would lose the currency the country received, and Hungary would lose its copyright relations with other people's democracies. At this point Kerekesházy cleverly emphasized the competence of the Ministry of Finance and the Ministry of Foreign Affairs. In view of what happened, one may assume that Révai eventually rejected this idea for cultural policy or economic reasons, since at that time Hungary had a royalty turnover of about one million HUF per year in foreign currency,

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<sup>13</sup> *Ibid.*, 3004/1950.

<sup>14</sup> The building was once the Head Quarter of the Hungarian Arrow Cross (the fascist movement) and was taken over by the Hungarian Communist Party's secret police in 1945 who used it as a detention and interrogation centre. In both instances prisoners were often tortured in the most brutal manner imaginable.

<sup>15</sup> MNL OL XIX-I-42 3067/1950.

<sup>16</sup> A French music collecting society founded in 1851.

<sup>17</sup> An international umbrella organization of collecting societies for mechanical rights, established in 1926. This organization makes it possible for any published musical work to be published in a particular country in the form of a phonogram.

and membership of the Berne Convention must have meant a burden of about four thousand HUF per year.<sup>18</sup>

The Committee of Experts was informed in October 1950 that the Ministry of Justice had begun a review of the laws on economic matters. In the process, it was intended to repeal the provisions of the Commercial Code relating to agency, transport, haulage and publishing transactions.<sup>19</sup> Kerekesházy suggested to the Ministry that, at the same time as the repeal, the regulation of publishing contracts should be provided for, preferably taking into account existing copyright legislation and established case law. Also this month, the creation of the Hungarian Copyright Office was treated as a *fait accompli* in inter-ministerial discussions. János Zakár, head of department, and János Batta, rapporteur, assured Kerekesházy that the Expert Committee would not be affected by the reorganization, as it was a “legal body above vested interests, impartial and would continue to function as such.”<sup>20</sup> According to the memo, the Commission did not request any further action until the publication of the Regulation establishing the Office.

The ministries’ delays were understandable amidst the changing political elite and the ever-changing codification direction. The establishment of the Hungarian Literary Fund and then the Copyright Office kept busy officials dealing with cultural-authorial issues who were busy keeping up to date with copyright changes at the level of ministerial decree.

After the precedents described above, the Council of Ministers’ Decree 98/1951 (IV. 21.) on the regulation of the publication of authors’ works was issued, which, four years after its entry into force, simply terminated the validity of the contracts concluded between living authors and their publishers.<sup>21</sup> In the spring of 1955, the living authors regained their copyright, which had been transferred at a limited, unlimited or even perpetual price, which also meant that the nationalized publishers had to conclude new contracts with the living authors, with a maximum duration of four years. According to Ferenc Petrik, nationalization “meant that the copyright in the literary works of authors who had died before that date, as well as in other genres, remained the property of the state.”<sup>22</sup>

After years of preparation for codification, neither the Copyright Act nor the Commercial Code were changed until the early 1950s. On the other hand, it was possible to remain within the international copyright framework. The socialist transformation had begun on the important political issues: regulating the publishing market, creating opportunities for financial recognition of subsidized authors and their works, national-

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<sup>18</sup> MNL OL XIX–I–42 Statement of the Banking Department of the National Bank of Hungary dated July 12, 1950 on the amounts authorized and transferred in 1949 in the form of copyright royalties. This shows that 70% of the royalty turnover was with the United States of America, England and France, and about 10 % with the Soviet Union.

<sup>19</sup> *Ibid.*, 3076/1950. In Hungary, the regulation of the right of publishing was specific, as it was regulated by the Commercial Act and not by the 1884 or 1921 Copyright Acts.

<sup>20</sup> *Ibid.*, 3130/1950.

<sup>21</sup> Decree 98/1951 (IV. 21.) MT. § 13 A contract concluded between the author and the publisher before the entry into force of this Decree shall be valid for a maximum of four years from the entry into force of the Decree, provided that the author is still alive after the expiry of the four years. The 1951 Decree was supplemented by Decree 3/1958 (VI.14) MM of the Minister of Education (MM) on the publication of literary works and by Decree 2/1959 (I.18) MM on the publication of textbooks.

<sup>22</sup> Ranschburg, *A könyvkiadás*, 67.

izing the music collective management organizations – now granting state office to the mostly state-owned companies for licensing music. For each new institution, trusted cadres were appointed, and the institutions could be filled with new people.

## 2. Collective agreements between writers and publishers

As the economy began to recover after World War II, so did the publishing industry. While the Ministry attempted to re-regulate copyright and publishing law, the legal relationship between authors and publishers was essentially governed by contracts, standard (or model) contracts and collective agreements. The difference between the latter two is that the interest groups represented by the parties (author–publisher, author–theatre) could not deviate from the provisions of the collective agreements, or if they did, the rules of the collective agreements would have undermined the will of the parties. The model contract, on the other hand, was merely a means for the parties to conclude a contract with the right content, taking into account all aspects, but with the possibility of agreeing on the conditions.

### 2.1. Model contracts before 1945

The model contracts were nothing new for Hungarian publishers. The journal *Corvina*, which was the official journal of the Association of Hungarian Publishers and Book Distributors (MKKE), had already published the rules adopted by the French Writers' and Publishers' Association in 1899. This covered the customary law governing the relationship between author and publisher and the agreements to be included in the publishing contract.<sup>23</sup> Amongst other things, it contained proposals such as the writing of contracts, the scope of the assignment (with or without reservation), the deadline for delivery of the manuscript or for the preparation of the edition, changes to the work, royalties, honorary copies, changes in the event of a new edition, and propaganda. The intention was to regulate uniformly all areas in which, for example, the Hungarian Commercial Code allowed the parties discretion, since freedom of contract resulted in an infinite variety of publishing contracts.

It was also an attempt at standardization when publishing professionals published model contracts. Inexperienced authors and small publishers were able to use with confidence the contracts published in the various reference books or the criteria to be taken into account when concluding a contract.<sup>24</sup>

In the field of copyright, the tariffs between theatres and stage authors in the 1930s were also treated as collective agreements. Such contracts were concluded, for example,

<sup>23</sup> "A szerző és kiadó közti viszony."

<sup>24</sup> Keéri-Szántó, "A szellemi termékek technikai előállítása és forgalombahozatala," 589–90; Ranschburg, *A könyvkiadás*, 15–25.

between the Budapest Association of Theatre Directors and the Hungarian Association of Stage Authors for the public performance of literary works intended for the stage.<sup>25</sup>

## 2.2. Collective Agreement (1945–1947)

The first wave of unification came in 1945. As publishers had been organized into associations for decades, writers also set up their own general social organization in the post-World War II period. The Hungarian Writers' Association was first established in April 1945, but internal disagreements led to its re-establishment in July, now under the name of the Hungarian Writers' Association (MÍSZ).<sup>26</sup> The aim of the association was to protect the social interests of authors and to consolidate the social position of Hungarian writers. This move was, of course, part of the collectivist reorganization and centralization of cultural and artistic life.

MKKE and MÍSZ finally adopted a Collective Agreement in November 1945, but publishing contracts were already being drawn up with this in mind in the weeks before the Collective Agreement was concluded. The publishing contract for Béla Balázs's *History of Logody Street* was signed on November 21, 1945 with the Budapest Institute of Literary Art and Science. According to the contract,

if a collective agreement will regulate the legal relationship between writers and publishers before the publication of the book, the terms of this agreement will prevail and the provisional agreement will be replaced by a new agreement in accordance with the collective agreement. If no collective agreement is concluded, the general publishing standards will prevail in all matters not covered here.<sup>27</sup>

The Collective Agreement sought to regulate all aspects of the publishing contract. As its personal scope was limited to the membership of the two organizations, the MKKE and MÍSZ, it required them to inform each other regularly of changes in membership. Its scope covered genres of fiction (novels, short stories, poetry, essays on fiction, criticism or purely fiction) or new editions thereof, which had not yet been published in a taxonomy at the time of the conclusion of the Collective Agreement, but did not cover plays, textbooks, scientific works, religious and religiously motivated works, lexical works, works of art and works for young people where illustration was predominant, or leprellos. The temporal scope of the Collective Agreement did not, as a general rule, affect publishing contracts concluded before the conclusion of the collective agreement, with the exception of those where the works had not yet been marketed in any way. The drafters of the Collective Agreement considered that in this case publishers still had the possibility to modify the budget of the work in accordance with the collective agreement, for example by introducing a percentage royalty instead of a royalty.

The Collective Agreement was accompanied by a template for publishing contracts, the use of which was compulsory for the parties. In the event of divergent contracting

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<sup>25</sup> "Az igazgatók és a színpadi szerzők új kollektív szerződése," 11. See also the reference to the collective contract as a legal custom in the Royal Curia's judgment P.I. 2483/1930. June 12, 1930. [1945. EH]. In: Polgárijogi Határozatok Tára VII. Budapest: M. kir. Igazságügyminiszter, 1937. 146–52.

<sup>26</sup> M. Pásztor, "Adalékok Kassák Lajos, 511–12.

<sup>27</sup> Magyar Tudományos Akadémia Könyvtár és Információs Központ Kézirattár Ms 5020/24.

practices, one party could request that the other party be excluded from membership of its association. If that association did not comply, the other party was liable to a fixed penalty.

The Collective Agreement regulated in detail the amount of the *royalty* (royalty-type % share), the method of calculation and the due date, as well as the number of copies and complimentary copies. As regards the due date of the royalty, we can find a similar provision to that in the contracts of Gusztáv Heckenast and Mór Jókai from the 1860s (!), i.e. “2/6ths of the royalty are payable on delivery of the manuscript – as long as censorship persists, [of] the censored manuscript.”<sup>28</sup>

Running out of stock, i.e. selling all copies, has always been a major issue for publishing. On the one hand, some contracts were not for a fixed period but for a fixed number of copies, and on the other hand, some rights granted in the contract could only be exercised by the author after this time. The Collective Agreement therefore stipulated that a publication was deemed to be out of print if the total number of copies in the publisher’s warehouse and the printer’s warehouse was not more than five per cent of the number of copies for which royalties were payable. This does not, of course, include royalty-free copies (copies for publication, copies for review, etc.).

Several provisions of the new text on collective agreements have in fact filled in the provisions of the Commercial Code on publishing transactions with a professional content, as the provision on the provision of services illustrates. The new version of the Commercial Code Article 516, if the author, through his own fault, failed to deliver the work in the quality and on time agreed in the contract, indicated that the publisher may, at his discretion, claim performance of the contract and compensation for any damage resulting from the delay, or damages for non-performance, or may rescind the contract as if it had never been concluded. Section 6 of the Collective Agreement clarified this right of the publisher by stating that if the publisher

[...] sends the author a registered letter, 4–6 weeks before the expiry date, requiring him to deliver the complete manuscript and he still fails to do so, the publisher may, by unilateral declaration, withdraw from the publishing transaction and demand reimbursement of the actual costs incurred by the author [...] in respect of the net costs [...].<sup>29</sup>

In this case, the Collective Agreement departs from the provisions of the Commercial Code in favour of the author, since it requires the publisher to be informed in advance and provides only for the reimbursement of the actual costs incurred, rather than full compensation.

Similarly, a provision clarifying the Commercial Code required the publisher to publish the work within one year of delivery of the manuscript. The author’s counterpart of §516 is the analysed §523. In the event of the publisher’s default, the author was given a period of 4–6 weeks’ notice, after which the publishing agreement lapsed and the author was free to dispose of the work, but was not required to pay any advance. The right to damages and withdrawal could not be exercised by the author but was essentially a right of “recovery” of the disposition of his work.

<sup>28</sup> Collective Agreement Article 5 (h).

<sup>29</sup> *Ibid.*, Article 6.

The scope of the publishing right was limited to the exclusive right of publication in Hungarian.<sup>30</sup> The Collective Agreement specifically stated that this right did not include the rights of translation, public and radio performance, dramatization and filming. If the treaty did cover these last two rights, it could not have been less favourable than that provided for in the agreement between the Hungarian Association of Stage Authors and the Hungarian Syndicate of Stage Publishers.

There were several important restrictions and some anachronisms in the provisions on the duration of the publishing contract. On the one hand, the publishing contract “assigned” the publishing right for a period of five years, and was extended for a further five years from each publication.<sup>31</sup> The Collective Agreement maintained the provision, which had been in force for almost 150 years, protecting the publisher, stating that if

[...] within five years of the last publication the work has not been sold out and the publisher has not issued a new edition, the author shall be free to dispose of the publication right in his work, provided that he takes delivery of all remaining copies at a price certified by the publisher [...] to be at his own expense [...] either by himself or by his new publisher and pays for them in cash.<sup>32</sup>

A provision of the Collective Agreement, not of copyright but of substantive law, was the payment of a share, which publishers pay to the MÍSZ through the MKKE, at the rate of half a per cent of the retail price of their publications. The Collective Agreement made no provision for the use to which the money thus collected was put.

Since the Collective Agreement only applied to the literary genres listed, the parties could decide whether to conclude their publishing contracts in the spirit of the collective agreement for publications not covered by it.

Overall, then, the Collective Agreement seems to have broken with perpetual contracts, but it had adopted the practice of the 1930s and 1940s whereby the publisher agreed with the author a % royalty and could republish the work as long as it had real commercial value – thus extending the duration of the contract. However, if interest in the work declined, the author regained his right of disposal but could only be released by redeeming the stock at cost.

It is clear from the text of the Collective Agreement that in 1945–1947 both the MKKE and the MÍSZ still followed a general “civil” (i.e. non-socialist) private law approach and wanted to enforce the newer contractual terms only for the future. In the absence of a change in the law, they took advantage of the discretionary provisions of the Commerce Code to remedy the seemingly unequal relationship between authors and publishers by means of a collective agreement.

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<sup>30</sup> Commercial Code § 518 The right to publish does not at the same time confer the right to translate and publish the work.

<sup>31</sup> *Ibid.*, § 522 The scope of the publishing right shall be governed by the agreement of the parties. In the event of doubt, the contract shall give the right to publish the work only once. If further editions of the work have been assigned, the publisher is obliged to make a new edition immediately after the first edition has been fully published.

<sup>32</sup> Collective Agreement Article 8.

### 2.3. The Provisional Agreement (1948–1949)

The Collective Agreement, however, reflects only a temporary state of affairs in the post-World War II era of political transformation. In September 1948, the parties concluded a new “Provisional Agreement,” which lasted only six months.<sup>33</sup>

In all its points, the Provisional Agreement was based on the principles of the previous agreement, with only a few minor or major clarifying provisions in a few places. Thus, the Provisional Agreement had retroactive effect for new editions of works published before September 1, 1948, but did not cover works published in more than 10,000 copies, for which the associations wished to conclude a separate agreement.

A significant change can be detected in the provision of the service, which is a return to the original provisions of Articles 516 and 523 of the Commercial Code, as described earlier. Thus, in the case of delay by the author, the publisher had to send two reminders to the author for subsequent performance, and in the case of unjustified delay, the MÍSZ could initiate disciplinary proceedings against the author at the request of the MKKE. In the event of non-performance, Article 516 of the Commercial Code applied, so that not only the actual damage was recoverable, but full compensation could be claimed. The Provisional Agreement contained similar provisions for the delay of the publisher, stating that if the author “fails to call upon the publisher within six months to perform the contract within three months, he shall be deemed to have withdrawn from the contract without compensation in agreement with the publisher.”<sup>34</sup> Thus, instead of “recovery” of the right of disposal, the possibility of withdrawal under the Commercial Code was again applicable.

An exciting addition was made to the section on the scope of the publishing right, which included the *use of titles* among the exemplary list of property rights, all rights “which are granted to the author by law, international conventions, judicial practice or custom, and which may be exploited and sold only with the prior written consent of the author.”<sup>35</sup>

The parties also expanded alternative dispute resolution, almost completely excluding the ordinary courts. On the one hand, a three-member conciliation committee was set up, consisting of representatives of the association and a delegate from the National Library Board. In contrast, the collective agreement did not provide for any remedy for the exclusion of a member, but the Provisional Agreement introduced the possibility of appealing against a request for exclusion first to the conciliation body and then to the arbitration court. On the other hand, the arbitral tribunal was given jurisdiction over disputes between the contracting parties, both disputes between their members and disputes between one party and a member of the other party. In order to resolve this issue on a technical legal basis, the relevant section of the Provisional Agreement was qualified as an arbitration clause, concluded by the associations on behalf of their current and future members. The arbitral tribunal was thus able to act without a valid publishing agreement. The list of eligible chairpersons has been slightly changed, so that Alföldy, Beck and János Beér were chosen.

According to the entry into force provision, the Provisional Agreement was valid until 28 February 1949, provided that it did not conflict with the regulations to be issued by the

<sup>33</sup> “Érvénybe lépett az új írói kollektív szerződés,” 3.

<sup>34</sup> Provisional Agreement §14.

<sup>35</sup> *Ibid.*, §15.

competent authorities. The note foreshadowed the possibility of significant changes in the field of publishing. The uncertain situation is symbolised by the case of the highly learned retired Curia judge Alföldy, who was allowed to lecture at the copyright symposia held in 1948 and 1949, was later deported and was then allowed to participate in public life again in 1951, when the deportation was lifted.<sup>36</sup> Endre Fülel-Szántó was also expelled from the elective presidency. After 1948, Beér had a distinguished career as an academic and codifier, playing a leading role in the drafting of the 1949 Constitution and in the drafting and implementation of the 1949 laws on expulsion and other disenfranchisement.

## 2.4. Draft extended collective agreement

The collective agreements after 1945 also left their mark on the dead codification efforts. On May 28th, 1948, the Association of Hungarian Lyricists, Composers and Music Publishers and the Association of Hungarian Stage Authors prepared a draft law amending the 1921 Copyright Act.<sup>37</sup> The proposal sought to introduce several new legal institutions in Hungary as a result of international legal developments. These included the requirement to pay a fee for the lending of books, equitable remuneration for certain compulsory licences, the paying public domain and the resale right (*droit de suite*, which was only introduced into the Berne Convention by the 1948 amendment). The protection of stage direction and works of art, and the recognition of the right of public performance for all types of works, were intended to extend the scope of copyright protection. Enforcement was also to be facilitated by the extension of the powers of the Committee of Copyright Experts so that their expertise could be sought in arbitration proceedings.

A key provision of the proposal was the introduction of a so-called extended collective agreement. In practice, this would have meant that the collective agreements of the representative bodies designated by the Minister for Education and Religious Affairs under the Act would have covered copyright holders and contractors (publishers, theatrical publishers, theatres, concert organizers, i.e. users) on both sides who are not members of the bodies (representative bodies) which conclude the collective agreements under the extended collective agreement. The list of designated representative bodies would have been laid down by the Minister by decree.

In some cases, it would have been possible to conclude a contract that did not fall within the scope of the collective agreement, but in that case the terms that were more disadvantageous to the author would have been considered null and void and would have been automatically replaced by the minimum terms laid down by law. To this end, Sections 3 to 6 of the proposal would have established, to the same extent as the collective agreement previously discussed, a statutory % rate of remuneration for authors and translators of literary and dramatic works. The proposal would also have stated at the statutory level that users would, as a general rule, be obliged to treat the remuneration due to rightholders as a deposit.

The proposal also took into account contracts concluded previously, so that the derogation rule in favour of the author also applied to these contracts. This meant that the

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<sup>36</sup> MNL OL XIX–I–42 4066/1951.

<sup>37</sup> *Ibid.*, May 28, 1948.

provisions protecting the author would also apply to works republished under earlier contracts.

A very important provision related to the extended collective agreement was the introduction of a litigation mandate (*mandatum agendi*) for the parties to the collective agreement. This was not a recognized institution in Hungarian law at the time, although already in the template contract of the Music Publisher Rózsavölgyi & Társa one can find a provision authorizing the publisher in case of any copyright infringement to “initiate legal proceedings (injunction, action for infringement, damages, etc.) either in my name or in their own name. In this respect, I also confer on you the right to enforce the claim by judicial means – litigation.”<sup>38</sup> However, the proposal goes further by giving the representative organizations designated by the Minister by decree the right to bring proceedings before the courts (or even arbitration tribunals) in place of their members and of all those who are or would be affected by collective agreements that may have been concluded, as litigants. Thus, the organizations would have been entitled to act without a direct mandate but with a legal mandate. The bill was eventually stuck in the ministry, and publishing law and copyright enforcement developed in a new direction from the 1950s onwards, as already described.

It is clear from this attempt that the profession was constantly monitoring international copyright trends and trying to be at the forefront of the adoption of new legal instruments. This was, however, neither the time nor the place to adopt such forward-looking legislation.

### 3. Conclusion

The socialist transformation of Hungarian copyright law in the post-1945 period meant not only a change in the legal regulation, but also a complete change of approach, which sought to balance the protection of authors’ rights and social interests. Nationalizations and the centralization of the cultural sector changed the relationship between the author and the publisher, which had hitherto been essentially market-based. The exploitation and publication of works, as well as the management of royalties, became increasingly part of the central planning.

Following the Soviet model, Hungary’s copyright legislation imposed restrictions, which resulted in particular in the centralization of royalties. Striking a balance between the protection of creators’ rights and state control was a constant tension. This placed Hungarian copyright law in a unique position: while formally maintaining links with Western copyright regimes, Hungarian practice was increasingly at the service of state cultural policy.

The changes in the Hungarian copyright system in the period 1945–1952 brought changes not only in the field of legislation, but also in the relationship between authors and the institutions using their works. The systems that emerged at that time also had a fundamental impact on later copyright regulations, and their influence was felt until the

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<sup>38</sup> BFL XI.1149 Box 54 Rózsavölgyi Szabó Guy László contract dated December 14, 1931.

fall of communism. The history of Hungarian copyright law under the socialist regime was one of legal development and political control. Fortunately, however, most ministries and offices had well-trained copyright lawyers, and when faced with a crossroads in their decisions, they tried to steer Hungarian socialist copyright law in the direction of international copyright law, adopting only those bad parts that were necessary. The result was a hybrid system that reflected both the socialist ideology and pragmatic legal continuity.

## Bibliography

### Archival sources

Magyar Nemzeti Levéltár Országos Levéltára [MNL OL; National Archives of Hungary] Archives of the Ministry of Religious Affairs and Public Education (Section K), Records of the Expert Committee on Copyright (Serial No XIX-I-42).

Budapest Főváros Levéltára, Rózsavölgyi és Társa Zeneműkereskedés iratai (XI.1149. fond) [Budapest City Archives, Records of Rózsavölgyi & Társa Music Publishing House].

Magyar Tudományos Akadémia Könyvtár és Információs Központ Kézirattár [Hungarian Academy of Sciences Library and Information Centre Manuscript Repository], Ms 5020/24.

### Primary printed/edited sources

A Magyar Könyvkiadók és Könyvkereskedők Országos Egyesülete és a Magyar Írók Szövetsége közötti kollektív szerződés [Collective Agreement between the Hungarian Publishers and Booksellers Association and the Hungarian Writers' Association]. In: Róvó, Aladár. *A könyv és írója – az irodalom műhelytitkai* [The Book and its Author – Workshop Secrets of Literature]. Budapest: Fővárosi Könyvkiadó, 1947: 106–16.

Royal Curia's judgment P. I. 2483/1930. June 12, 1930. [945. EH]. In: Polgárijogi Határozatok Tára VII. Budapest: M. kir. Igazságügyminiszter, 1937: 146–52.

A Magyar Könyvkiadók és Könyvkereskedők Országos Egyesülete és a Magyar Írók Szövetsége közötti Ideiglenes Egyezmény [Provisional Agreement between the Hungarian Publishers and Booksellers Association and the Hungarian Writers' Association]. *Corvina* 39 (1948).

### Legal sources

Az írói művek kiadásáról szóló 98/1951. (IV. 21.) MT rendelet [Decree on the Publishing of Literary Works].

Az írói művek kiadásáról szóló 3/1958. (VI. 14.) MM rendelet [Decree on the Publishing of Literary Works].

A tankönyvek kiadásáról szóló 2/1959 (I.18) MM rendelet [Decree on the Publishing of Textbooks].

A kereskedelmi törvényről szóló 1875. évi XXXVII. Törvénycikk [Commercial Code of 1875].

## Secondary sources

### Book

- Benárd, Aurél; Timár, István, eds. *A szerzői jog kézikönyve* [Handbook of Copyright] Budapest: Közigazgatási és Jogi Könyvkiadó, 1973.
- Balás P., Elemér. *Törvényjavaslat a szerzői jogról* [A Draft Law on Copyright]. Budapest: Magyar Jogászegylet, 1947.
- Balás P., Elemér. *Szerzői jogi reformtörekvések* [Copyright Reform Efforts]. Budapest: Csáthy Ferenc, 1927.
- Petrik, Ferenc, ed. *A szerzői jog* [Copyright]. Budapest: Közgazdasági és Jogi Könyvkiadó, 1990.
- Ranschburg, Viktor. *A könyvkiadás mestersége* [The Art of Publishing]. Budapest: Pantheon Irodalmi Intézet, 1922.

### Chapter

- Balás, P. Elemér. “Szerzői magánjogunk *de lege ferenda*” [Our Copyright Private Law *de lege ferenda*]. In: *Dolgozatok Menyhárh Gáspár születésének 70. évfordulójára* [Papers for the 70th Anniversary of the Birth of Gáspár Menyhárh], ed. Sándor Kornél Túry, 4–47. Szeged: AM. Kir. Ferenc József Tudományegyetem Barátainak Egyesülete, 1938.
- Keéri-Szántó, Andor. “A szellemi termékek technikai előállítása és forgalombahozatala” [Technical Production and Marketing of Intellectual Products]. In: *A magyar tudománypolitika alapvetése* [The Fundamentals of Hungarian Science Policy], ed. Zoltán Magyar, 570–92. Budapest: Tudományos Társulatok és Intézmények Országos Szövetsége, 1927.

### Paper in journal

- Cramer, Allan P. “International Copyright and the Soviet Union.” *Duke Law Journal* (1965): 531–45.
- Ruszthi, Hunor. “Dr. Balás P. Elemér szerzői jogi törvényjavaslata” [The Draft Law of P. Elemér Balás on Copyright]. *Jogtörténeti Szemle* 1 (2005): 41–4.
- Pásztor M., József. “Adalékok Kassák Lajos 1945 utáni irodalompolitikai tevékenységének történetéhez” [Additions to the History of Lajos Kassák’s Literary-political Activities after 1945]. *Irodalomtörténet* 3–4 (1991): 511–28.

### Magazines and newspaper articles

- “Érvénybe lépett az új írói kollektív szerződés” [The New Collective Agreement for Writers Comes into Force]. *Corvina* 39 (1948): 3.
- “A szerző és kiadó közti viszony” [The Relationship between Author and Publisher]. *Corvina* 3 (1899): 12–4.
- “Az igazgatók és a színpadi szerzők új kollektív szerződése” [The New Collective Agreement between Directors and Playwrights]. *Budapesti Hírlap* 235 (1934): 11.