

# Copyright

Monthly Review of the United  
International Bureaux for the Protection  
of Intellectual Property (BIRPI)

3<sup>rd</sup> year - No. 7

July 1967

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**INTERNATIONAL UNION****URUGUAY****Accession to the Berne Convention for the Protection of Literary and Artistic Works,  
revised last at Brussels on June 26, 1948 (with effect from July 10, 1967)***Notification of the Swiss Government to the Governments  
of Unionist Countries*

In compliance with the instructions issued by the Federal Political Department on June 10, 1967, the Swiss Embassy has the honour to inform the Ministry of Foreign Affairs that, in a note dated June 7, 1967, the Embassy of the Republic of Uruguay in Berne has notified the Swiss Government of the accession of Uruguay to the Berne Convention for the Protection of Literary and Artistic Works, signed on September 9, 1886, completed at Paris on May 4, 1896, revised at Berlin on

November 13, 1908, completed at Berne on March 20, 1914, revised at Rome on June 2, 1928, and revised at Brussels on June 26, 1948.

According to Article 25, paragraph (3), of the Convention, this accession will take effect on July 10, 1967.

As regards its participation to the expenses of the International Bureau of the Union, Uruguay has been placed, according to its request, in the sixth class of contribution, by virtue of Article 23 of the Brussels text of the Berne Convention.

## STATE OF THE INTERNATIONAL UNION ON JULY 1, 1967

Country <sup>1)</sup>	Class chosen [Art. 23 (4)]	Date of Accession (Art. 25)	Date on which the Convention was declared applicable (Art. 26) <sup>2)</sup>	Date of Accession to the Rome Act	Date of Accession to the Brussels Act
1. Australia <sup>3)</sup> Nauru, New Guinea, Papua and Northern Territory	III —	14-IV-1928 —	5-XII-1887 29-VII-1936	18-I-1935 29-VII-1936	— —
2. Argentina	IV	10-VI-1967	—	—	10-VI-1967
3. Austria	VI	1-X-1920	—	1-VII-1936	14-X-1953
4. Belgium	III	5-XII-1887	—	7-X-1934	1-VIII-1951
5. Brazil	III	9-II-1922	—	1-VI-1933	9-VI-1952
6. Bulgaria	V	5-XII-1921	—	1-VIII-1931	—
7. Cameroon	VI	24-IX-1964 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
8. Canada <sup>4)</sup>	II	10-IV-1928	5-XII-1887	1-VIII-1931	—
9. Ceylon	VI	20-VII-1959 <sup>a)</sup>	1-X-1931 <sup>c)</sup>	1-X-1931 <sup>c)</sup>	—
10. Congo (Brazzaville)	VI	8-V-1962 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
11. Congo (Kinshasa)	VI	8-X-1963 <sup>a)</sup>	20-XII-1948 <sup>c)</sup>	20-XII-1948 <sup>c)</sup>	14-II-1952 <sup>c)</sup>
12. Cyprus	VI	24-II-1964 <sup>a)</sup>	1-X-1931 <sup>c)</sup>	1-X-1931 <sup>c)</sup>	24-V-1964
13. Czechoslovakia	IV	22-II-1921	—	30-XI-1936	—
14. Dahomey	VI	3-I-1961 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
15. Denmark	IV	1-VII-1903	—	16-IX-1933	19-II-1962
16. Finland	IV	1-IV-1928	—	1-VIII-1931	28-I-1963
17. France Overseas Departments and Territories	I —	5-XII-1887 —	— 26-V-1930	22-XII-1933 <sup>5)</sup> 22-XII-1933	1-VIII-1951 22-V-1952
18. Gabon	VI	26-III-1962 <sup>b)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	26-III-1962 <sup>b)</sup>
19. Germany (Fed. Rep.)	I	5-XII-1887	—	21-X-1933	10-X-1966
20. Greece	VI	9-XI-1920	—	25-II-1932 <sup>6)</sup>	6-I-1957
21. Holy See (Vatican City)	VI	12-IX-1935	—	12-IX-1935	1-VIII-1951
22. Hungary	VI	14-II-1922	—	1-VIII-1931	—
23. Iceland	VI	7-IX-1947	—	7-IX-1947 <sup>7)</sup>	—
24. India <sup>8)</sup>	IV	1-IV-1928	5-XII-1887	1-VIII-1931	21-X-1958
25. Ireland <sup>9)</sup>	IV	5-X-1927	5-XII-1887	11-VI-1935 <sup>7)</sup>	5-VII-1959
26. Israel <sup>10)</sup>	V	24-III-1950	21-III-1924	24-III-1950	1-VIII-1951
27. Italy	I	5-XII-1887	—	1-VIII-1931	12-VII-1953
28. Ivory Coast	VI	1-I-1962 <sup>b)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	1-I-1962 <sup>b)</sup>

1) Among the newly independent countries to which the Berne Convention was applied, by virtue of Article 26, there are only mentioned those which have so far made a declaration of continued adherence or a formal notification of accession to the Swiss Government under Article 25 of the Convention. This list will be amended as and when declarations of continued adherence or notifications of accession are received by the Swiss Government from other countries.

2) I. e. the date from which the notification made by virtue of Article 26 (1) began to take effect for the application of the Convention on the territory of the country concerned. After the latter's accession to independence, the application was confirmed by a declaration of continued adherence or accession.

3) Australia belonged to the Union from the outset as a country for the international relations of which the United Kingdom was responsible. April 14, 1928, is the date on which Australia made a declaration of accession, as a contracting country of the Union, in conformity with Article 25.

4) Same observation as in note 3), for Canada, which acceded with effect from April 10, 1928.

5) Reservation concerning works of applied art: Article 2 (4) of the Rome Act had been replaced by Article 4 of the original Convention of 1886.

6) Articles 8 and 11 of the Rome Act had been replaced by Articles 5 and 9 of the original Convention of 1886; but, as from January 6, 1957, Greece renounced these reservations in favour of all countries of the Union.

7) Reservation concerning the right of translation: Article 8 of the Rome Act or of the Brussels Act has been replaced by Article 5 of the original Convention of 1886, in the version of the Additional Act of 1896.

8) Same observation as in note 3), for India, which acceded with effect from April 1, 1928.

9) The new free State of Ireland, which was constituted by the Treaty signed with Great Britain on December 6, 1921, acceded, as such, with effect from October 5, 1927.

## STATE OF THE INTERNATIONAL UNION ON JULY 1, 1967

Country <sup>1)</sup>	Class chosen [Art. 23 (4)]	Date of Accession (Art. 25)	Date on which the Convention was declared applicable (Art. 26) <sup>2)</sup>	Date of Accession to the Rome Act	Date of Accession to the Brussels Act
29. Japan	III	15-VII-1899	—	1-VIII-1931 <sup>7)</sup>	—
30. Lebanon	VI	1-VIII-1924	—	24-XII-1933	—
31. Liechtenstein	VI	30-VII-1931	—	30-VIII-1931	1-VIII-1951
32. Luxembourg	VI	20-VI-1888	—	4-II-1932	1-VIII-1951
33. Madagascar	VI	1-I-1966 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
34. Mali	VI	8-V-1962 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
35. Mexico	IV	11-VI-1967	—	—	11-VI-1967 <sup>7)</sup>
36. Monaco	VI	30-V-1889	—	9-VI-1933	1-VIII-1951
37. Morocco	VI	16-VI-1917	—	25-XI-1934	22-V-1952
38. Netherlands Surinam and Netherlands Antilles	III —	1-XI-1912 —	— 1-IV-1913	1-VIII-1931 1-VIII-1931	— —
39. New Zealand <sup>11)</sup>	IV	24-IV-1928	5-XII-1887	4-XII-1947	—
40. Niger	VI	2-V-1962 <sup>a)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	22-V-1952 <sup>c)</sup>
41. Norway	IV	13-IV-1896	—	1-VIII-1931	28-I-1963
42. Pakistan <sup>12)</sup>	VI	5-VII-1948	5-XII-1887	5-VII-1948	—
43. Philippines	VI	1-VIII-1951	—	—	1-VIII-1951
44. Poland	V	28-I-1920	—	21-XI-1935	—
45. Portugal <sup>13)</sup>	III	29-III-1911	—	29-VII-1937	1-VIII-1951
46. Rumania	V	1-I-1927	—	6-VIII-1936	—
47. Senegal	VI	25-VIII-1962 <sup>b)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	25-VIII-1962 <sup>b)</sup>
48. South Africa <sup>14)</sup> South West Africa <sup>15)</sup>	IV —	3-X-1928 28-X-1931	5-XII-1887 5-XII-1887	27-V-1935 —	1-VIII-1951 —
49. Spain	II	5-XII-1887	—	23-IV-1933	1-VIII-1951
50. Sweden	III	1-VIII-1904	—	1-VIII-1931	1-VII-1961
51. Switzerland	III	5-XII-1887	—	1-VIII-1931	2-I-1956
52. Thailand	VI	17-VII-1931	—	—	—
53. Tunisia	VI	5-XII-1887	—	22-XII-1933 <sup>5)</sup>	22-V-1952
54. Turkey	VI	1-I-1952	—	—	1-I-1952 <sup>7)</sup>
55. United Kingdom <sup>16)</sup> Colonies, Possessions and certain Protectorate Territories	I —	5-XII-1887 —	— various dates	1-VIII-1931 various dates	15-XII-1957 various dates <sup>17)</sup>
56. Upper Volta	VI	19-VIII-1963 <sup>b)</sup>	26-V-1930 <sup>c)</sup>	22-XII-1933 <sup>c)</sup>	19-VIII-1963 <sup>b)</sup>
57. Yugoslavia	IV	17-VI-1930	—	1-VIII-1931 <sup>7)</sup>	1-VIII-1951 <sup>7)</sup>

<sup>10)</sup> The accession of *Palestine*, as a territory under British mandate, took effect from March 21, 1924. After its accession to independence (May 15, 1948), *Israel* acceded with effect from March 24, 1950.

<sup>11)</sup> Same observation as in note <sup>3)</sup>, for *New Zealand*, which acceded with effect from April 24, 1928.

<sup>12)</sup> When *Pakistan* formed part of India, it belonged *ipso facto* to the Union as from the outset [see note <sup>8)</sup>]; subsequently, *Pakistan* became a separate State from India and, on July 5, 1948, made a declaration of accession to the Berne Convention as revised at Rome in 1928.

<sup>13)</sup> The former colonies have become "Portuguese Overseas Provinces". The Brussels Act has been applicable to these provinces since August 3, 1956.

<sup>14)</sup> Same observation as in note <sup>3)</sup>, for the *Union of South Africa*, which acceded with effect from October 3, 1928.

<sup>15)</sup> The *Union of South Africa* later made a declaration of accession for *South West Africa*, a territory under mandate, and fixed the date of accession at October 28, 1931.

<sup>16)</sup> United Kingdom of Great Britain and Northern Ireland.

<sup>17)</sup> Application of the Convention to the Isle of Man, Fiji, Gibraltar and Sarawak (see *Le Droit d'Auteur-Copyright*, 1962, p. 32); to Zanzibar, Bermudas and North Borneo (*ibid.*, 1963, p. 8); to Bahamas and Virgin Islands (*ibid.*, 1963, p. 144); to Falkland Islands, Kenya, St. Helena and Seychelles (*ibid.*, 1963, p. 180); to Mauritius (*ibid.*, 1964, p. 192); to Montserrat, Santa-Lucia and Bechuanaland (*Copyright*, 1966, p. 67); to Grenada, the Cayman Islands and British Guiana (*ibid.*, 1966, p. 91); to the British Honduras (*ibid.*, 1966, p. 242). The Republic of the Philippines, however, reserved its position as regards the application to Sarawak.

<sup>a)</sup> Date of the despatch of the declaration of continued adherence after the accession of this country to independence.

<sup>b)</sup> Date of the entry into force of the accession, by virtue of Article 25 (3) of the Convention.

<sup>c)</sup> As a colony (date of the application resulting from the notice made by the colonising power or the power exercising trusteeship or being responsible for the international relations of a country, by virtue of Article 26 (1) of the Convention).

# NATIONAL LEGISLATION

## UNITED KINGDOM

### I

### **The Copyright (Saint Vincent) Order 1967**

(No. 974, of June 28, 1967, coming into force on July 5, 1967)

This Order extends the provisions of the Copyright Act 1956 with certain exceptions and modifications to form part of the law of Saint Vincent.

The Order also extends three Orders in Council made under Part V of that Act. The extension of these Orders will afford protection in Saint Vincent to works originating in countries

party to International Copyright Conventions, to works produced by certain international organizations and to lawfully authorised broadcasts originating in other Commonwealth countries to which the 1956 Act has already been extended.

The copyright protection afforded in the law of Saint Vincent will be similar to that afforded in the law of the United Kingdom.

### II

### **The Copyright (International Conventions) (Amendment) Order 1967**

(No. 877, of June 8, 1967, coming into force on June 15, 1967)

Her Majesty, in exercise of the powers conferred upon Her by sections 31, 32 and 47 of the Copyright Act 1956 and of all other powers enabling Her in that behalf, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

1. — The Copyright (International Conventions) Order 1964<sup>1)</sup> (hereinafter referred to as “the principal Order”), as amended<sup>2)</sup>, shall be further amended by adding references to Argentina and Mexico in Part 1 of Schedule 1 (which names the countries of the Berne Copyright Union).

2. — The provisions of this Order shall extend to the countries named in the Schedule hereto (being the countries to which Part I of the principal Order has been extended).

3. — (1) The Interpretation Act 1889 shall apply to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

(2) This Order may be cited as the Copyright (International Conventions) (Amendment) Order 1967 and shall come into operation on 15th June 1967.

#### SCHEDULE

##### Countries to which the Order extends

Bahama Islands	Isle of Man
Bermuda	Mauritius
British Honduras	Montserrat
Cayman Islands	Seychelles
Falkland Islands and its Dependencies	St. Helena and its Dependencies
Fiji	St. Lucia
Gibraltar	Virgin Islands
Grenada	

#### EXPLANATORY NOTE

(This Note is not part of the Order.)

This Order further amends the Copyright (International Conventions) Order 1964.

It takes account of the fact that Argentina and Mexico have acceded to the Berne Copyright Convention.

Article 2 of the Order extends its provisions to the dependent countries of the Commonwealth where the Copyright Act 1956 is law.

<sup>1)</sup> See *Le Droit d'Auteur (Copyright)*, 1964, p. 150.

<sup>2)</sup> *Ibid.*, 1964, p. 184; *Copyright*, 1965, pp. 40, 240 and 241; 1966, pp. 93, 184, 247 and 275.



that the intervention of SADC was well-founded. On the other hand, the intervention of the consorts, Paphazay, Paphazay-Lehar, Stein and Heiben was not held to be well-founded, but this was solely on the ground of lack of proof, in accordance with the rules of Belgian international private law, of their respective rights as successors in title of Franz Lehar, Victor Léon and Leo Stein. Finally, the judgment recognised in favour of the plaintiffs, de Villette, de la Motte-Ango and Manrois, the quality of having derived title from the co-authors of the libretto of "The Merry Widow": Meilhac, de Caillavet and de Flers.

3. The judgment then proceeded to examine the value and purport of the agreements concluded between the parties. On February 17, 1961, T. R. M., together with SADC, signed a "standing agreement in respect of the repertoire of SADC", known as the "general agreement". By a letter of October 2, 1963, SADC informed T. R. M. of the precise amount of the royalties in respect of "The Merry Widow", thus conveying, in accordance with established practice, the authorisation of the authors to the performance of the operetta. Apart from this intimation, the letter of October 2 did not contain any reservation. Nevertheless, the "general agreement" required T. R. M. to "secure the express consent of the authors in the event of alteration in the form of the works" (Clause 3, paragraph 4), a provision which, according to the judgment, related to the performance of any specific work rather than to the "general agreement", as such.

4. On October 8, 1963, T. R. M. entered into a contract with the company Max Eschig, the publishers of the music of "The Merry Widow", upon the score of which appeared the statement: "All communications relating to performances in the French language, to the hiring of the score of both the orchestral and choral parts, to the stage production, etc., should be addressed exclusively to 'Editions Max Eschig', etc...". The judgment observed that a clause appeared in the contract stipulating that "the director undertakes to give a first-class performance, particulars of which shall be submitted to the publishers and approved by them" (Clause VII). In the same clause, the words "with a stage production which conforms to that defined in an annex to the material hired" had been expressly cancelled. In a letter dated September 23, 1963, the Director of T. R. M. had, at the express request of the company Max Eschig, specified what would be the casting of "The Merry Widow" in the production by Maurice Béjart. The judgment deduced from the aforementioned suppression of words in Clause VII that a derogation had occurred as regards the general conditions and which, in the event, emphasised the intention of the parties not to conform with the traditional production; it further observed that the interested parties were aware of the special style of the producer, Maurice Béjart. Next, it emphasised the importance of the fact that the publishing house of Eschig had, in contracting with T. R. M., assumed the quality of proprietor of the work. Further, this publishing house had maintained a standing legal connection with the plaintiffs who, without any protest during a quarter of a century, had admitted that the publishing house dealt with theatrical directors in connection with performances and productions of

"The Merry Widow". From this, the judgment concluded that T. R. M. was able, in good faith, to consider the company Eschig as being duly authorised by the plaintiffs (who had, in this respect, committed a fault in complaisantly allowing a situation of fact to develop), and therefore to conclude an agreement with T. R. M. concerning a production which did not conform with that habitually envisaged, and that accordingly the plaintiffs were obliged to respect this agreement. Citing M. Pierre Reeh<sup>3</sup>), the tribunal added "that the moral rights of the author are not *res extra commercium* and could form the subject of partial or total renunciation".

5. Adjudicating between the prerogatives of the author of a theatrical work on the one hand and those of the stage producer on the other hand, the tribunal indicated the distinction to be drawn between works which are brought to final form by an author (pictures, novels, sculptures), and those which can only be made available to the public through the intervention of an interpreter (plays, symphonies or operettas). Further, the tribunal considered that an interpretation, even if personal or original in character, could never be regarded as an alteration of the work. As regards "The Merry Widow", it was strange that the judgment should find in the text of the libretto<sup>4</sup>) an argument to advance the view that "the interpretation of the principal personage in the work can be conceived in vastly different ways, according to whether it is set in the style of the Far West, in the spirit of the imaginary country in which such personage passed his youth and found an excellent setting or, finally, in the Parisian atmosphere of the period". Basing itself upon the expert report of MM. Claude Etienne and Arsène Souffriau, and upon its own conclusions, drawn "from a survey of the situation", the tribunal reached the decision that there was nothing to lead to the conclusion that the music and the text of the operetta would have suffered disturbance; thus, the production by Maurice Béjart had not disfigured the work and "that accordingly there cannot be any question of the work having been satirised or parodied, or even having undergone adaptation". According to the tribunal, it only remained to examine whether the production which had been criticised had been capable of damaging the moral or economic interests of the plaintiffs. The tribunal defended the thesis that a distortion, mutilation or other modification is only reprehensible insofar as the honour or reputation of the author suffers damage. The tribunal considered that, in the present case, this had not occurred, either as a result of the use of numerous projections, or by the fact that placards were carried by participants representing ordinary people, or, finally, by the fact that the war of 1914-1918 was evoked at the end of the operetta. The tribunal considered that these additions only served to suggest the social, political or economic context of the years 1909 to 1914, but it was inconceivable that the public would have con-

<sup>3</sup>) *Le droit d'auteur en Belgique*, Brussels, 1955, p. 74.

<sup>4</sup>) In the script it is stated that Missia Palmieri, the heroine of the operetta, "came from the Far West... was adopted at the age of seven by the minister of Marsovia at New York, was brought up in Marsovia, in a brilliant and corrupt civilisation, married an old banker, and almost immediately became a widow" — and, the judgment added — "from that time had no knowledge of any aspect of Viennese or Parisian life" (see the script of the operetta *La Veuve Joyeuse*, Calmann-Lévy, pp. 15, 38 and 39, quoted by the judgment).

fused the care-free life of the heroes of "The Merry Widow" with the spirit of the work itself or with the effect produced by the stage production, that is to say, with the historical context suggested by the producer, Maurice BÉjart. The latter had thus remained within the limits of his prerogatives and, as a consequence, the complaints of the plaintiffs are lacking in foundation.

### III. Analysis of the decree

6. The statement of reasons given in the decree is considerably shorter than that of the judgment. The Court first records that the admissibility of the intervention of SACD is no longer contested, and that the intervening parties, Paphazay, Paphazay-Lehar, Stein and Heiben, did not lodge an appeal against the decision of the first judge, declaring their intervention to be inadmissible.

7. The Court equally declared that the agreement of February 17, 1961, between SACD and T. R. M., known as the "general agreement", was cancelled as of right on June 30, 1963, by virtue of its Clause 5, paragraph 1, when the concession in favour of M. Maurice Huisman came to an end. By virtue of the law of April 19, 1963, T. R. M. had become a public establishment, of which M. Huisman was named director. No new "general agreement" was concluded between the parties subsequent to the coming into force of this law. Further, a tacit prorogation was not conceivable, since one of the contracting parties had undergone a change of constitution. Relations between the parties at the time of the litigious action were no longer regulated by the "general agreement", but actually by a special agreement (the letter of October 2, 1963), which did not include provisions similar to those of Clause 3, paragraph 4. And from this the Court deduced that the appellants were not well-founded in their action, in so far as they invoked a contractual lapse between T. R. M. and SACD.

8. As regards the Max Eschig contract, the Court observed that this publishing house was only the proprietor of the right of publication of the musical edition of the work. It could not, therefore, authorise a stage production going beyond the normal prerogatives of a producer. The suppression in the Eschig contract of the words "with a stage production which conforms to that defined in an annex to the material hired" is of no consequence, since the existence of a contract between the authors, or their successors in title, and the Eschig company granting rights in this field to the latter, is not established. Only SACD had been authorised in this respect by the successors in title of the authors. The Court rejected the thesis of apparent authority, since the contract was entitled "Publisher's authorisation contract", and that in its first clause, under the heading "Rights of the publisher", it was stated that publication authorised "subject to reservation of authorisation or prohibition by the authors" the performance of the work, and that in Clause 4, under the heading "Rights of the author", appeared the statement that "it is understood that the director shall be in general agreement with the society or societies of authors". And, finally, the Court recalls "that the essentially personal character of the right to the respect of a work as in all

prerogatives inherent in moral rights, prevents a person having a performing licence from acquiring a general authorisation to effect any modification which he may consider desirable, if this involves the risk of distorting the work and causing damage to the author's reputation; that it is only in the light of full knowledge and by formal acquiescence, free of all ambiguity, that the author or his successors in title may approve any such action on the part of his or their co-contractors".

9. Proceeding beyond the framework of agreements concluded between the parties, the Court then examined the content and the purport of Article 6<sup>bis</sup> of the Berne Convention, by which the author is invested with the right "to object to any distortion, mutilation or other alteration thereof [of the work], or any other action in relation to the said work which would be prejudicial to his honour or reputation". And the decree adds "that the word '*préjudiciables*', having been given plural form on the occasion of the revision at Brussels, clearly indicates that the final letter 's' qualifies all the terms of the phrase, with the result that all injuries to the work, whatever their nature may be, are only reprehensible if they are harmful to the honour or reputation of authors". The Court next observed that the text of Article 6<sup>bis</sup> makes no distinction between works which can be delivered direct to the public, such as pictures, sculptures or novels, and other works which are presented to the public through the necessary interpretation of actors, orchestra conductors or producers, such as theatrical performances or musical compositions. Therefore, judges do not have to exercise any judgment of aesthetic assessment as regards the opportuneness of the initiative displayed by a given theatrical director or producer; they only have to investigate, in the light of the elements submitted to them, whether the author, or his successors in title, are or are not justified in claiming the protection of the law.

As regards the appreciation of these facts, the Court has taken a different view from that of the tribunal. Although it may be true that no alteration has been made to the text of the libretto, the Court nevertheless considers, from the evidence of the experts and from all the elements produced in the course of the action, that the production by Maurice BÉjart has made the operetta into a work entirely different from that which was both desired and realised by de Flers and Caillavet, and likewise quite different from the comedy of Meilhac. The work of these authors sought to be "light, facile and carefree, and divested of all social, political or moralising intention". By the "intervention of participants dressed to represent ordinary people", by the projection of images "suggesting ideals or recalling events contrasting with the atmosphere of frivolity", by the use of sound effects "evoking the noise of a battle" and, finally, by "the soldiers of 1914-1918 invading the scene" and the "people" singing, as a choir, the melody of "*Heure exquise*", the character of the work has been changed by the producer, who has made it into "a kind of drama conveying criticism of a frivolous society, living in ignorance of the difficulties of existence experienced by less-favoured classes, and indifferent to the approach of tragic events". The Court accordingly felt compelled to

declare that the work had been distorted within the meaning of Article 6<sup>bis</sup> of the Berne Convention, and consequently that the producer had exceeded the limits of his prerogatives.

10. For these reasons, the Court awarded token damages of one franc against T. R. M. and the director and the producer of this theatre, jointly. Equally, as regards the latter, the Court took a different view from that of the first judge who, incorrectly according to the decree, had dismissed all question of the responsibility of the director and of the producer, on the ground that these persons had acted in the service of T. R. M. and within the limits of their functions. Actually, Article 1384 of the Civil Code, laying down the civil responsibility of principals in respect of actions of their agents, does not exempt the latter from responsibility when the circumstances are such that they have committed an offence in violating the moral rights of authors.

#### IV. Criticism of the judgment and decree

11. We will not deal with legal problems which only have an indirect bearing upon copyright and, more especially, the problem of the value of agreements concluded between the parties concerned, although the arguments of the Court, rejecting the thesis of the apparent mandate of the publishing house Eschig, appear to us to be better founded than those of the tribunal, which admitted the mandate. Further, even in admitting that the Eschig company would have been qualified validly to enter into transactions relating to the production of the work, it would nevertheless appear to us to be difficult to deduce, from the mere cancellation of the words "with a stage production which conforms to that defined in an annex to the material hired", that complete freedom was therefore permitted to the producer. This would not seem to us to be sustainable. By the suppression of the phrase in question, the producer was only freed from the obligation of following well-determined instructions for production — those "annexed to the material hired" — and from this it was permissible for him to perform the operetta with a production of his own, possibly very original, but nevertheless remaining within the limits of his prerogatives as producer. It seems to us that the Court should have added, if only within parentheses, this reason to its considerations, thus indicating that the tribunal had, in any case, attached too much importance to the phrase deleted from Clause VII of the Eschig contract.

It is true that, upon another point, the Court has gone further. It has observed that "the essentially personal character of the right to the respect of a work, as in the case of all prerogatives inherent in moral rights, prevents the person having a performing licence from being given a general authorisation to effect any modification of the work which he may consider desirable, at the risk of distorting the work to the extent of damaging the reputation of the author; that it is only with full knowledge of the facts and by formal acquiescence, free from all ambiguity, that the author or his successors in title can approve any such initiative on the part of his or their co-contractors". It might equally be said that an intention to assign the right to regard or respect on the

part of the author or his successors in title could not, in any manner, be deduced from the suppression of the phrase in question, as the tribunal had, in fact, done.

It might equally be said that the right to respect, in particular, and the moral rights, in general, are inalienable. Here the Court adopted the reverse of the tribunal's thesis which, citing M. Pierre Recht<sup>5)</sup>, put forward the view that the moral rights of the author, not being beyond commercial consideration, could therefore be the subject of partial or total renunciation. It seems clear to us that the tribunal had been very bold on this point: the only reference of M. Recht was not of such a nature as to resolve the issue. The tribunal would have been able to cite a number of other jurists in defence of the concept of the inalienability of the moral rights, as, for example, M. Henri Desbois<sup>6)</sup>, whose argument appears to us to be more sound than that of M. Recht.

Actually, M. Recht would seem to seek the reason for his opinion in the Berne Convention. "A French proposal" (he writes) "designed to secure recognition of the inalienability of the moral rights was rejected at Brussels." This is not entirely accurate. M. Recht would have done better to write that the French proposal fell by the wayside. If it is true that the Berne Convention does not *proclaim* inalienability, it is equally true that it does not exclude it. The French and Italian delegations explicitly proclaimed the inalienability of the moral rights without any other delegation contending to the contrary<sup>7)</sup>. Personally, we have always defended the inalienable character of the moral rights, emphasising, however, that inalienability does not exclude the possibility of the author exercising the right, even negatively, by authorising, by way of contract, some or other modification to one of his works<sup>8)</sup>. What the author must abstain from doing is, as Professor Desbois writes, to agree to "any future or general renunciation of the right to complain against modification, the scope of which he does not know, and could not know in advance"<sup>9)</sup>, since this would be substantially equivalent to abandoning the exercise of his prerogatives and, consequently, disposing of his right. Although the decree has not introduced any new concept in this matter, we are happy that it should have confirmed this particular aspect of the moral rights.

12. If the judgment and the decree are not in agreement as regards the interpretation of the meaning of the contract, they are in still greater disagreement as regards the basis of the matter, i.e. on the one hand, as to the delimitation of the content of the right of the author of a dramatic work to respect and, on the other hand, as to the appreciation of the acts attributed to Maurice BÉjart concerning liberties taken in his production of "The Merry Widow". The Court was justified in revising the judgment but, in our opinion, it has given too

<sup>5)</sup> *Le droit d'auteur en Belgique*, Brussels, 1955, p. 74.

<sup>6)</sup> *Le droit d'auteur*, 1<sup>st</sup> edition, Paris, 1950, Nos. 574 and 575.

<sup>7)</sup> *Documents de la Conférence réunie à Bruxelles*, Berne, 1951, pp. 126-127, 184-190 and 194-198.

<sup>8)</sup> Frans van Isacker, *De morele rechten van de auteur*, Brussels, 1961, Nos. 25, 160 and 161. It seems to us that the defenders of the assignability of the moral rights definitely fail to draw distinction between the exercise and the assignment of the moral rights. See, for example, Pierre Recht, *Le droit d'auteur en Belgique*, Brussels, 1955, p. 74, Nos. 7 and 8.

<sup>9)</sup> *Le droit d'auteur*, 1<sup>st</sup> edition, Paris, 1950, No. 574.

much weight merely to the acts imputed to M. Béjart. We would have preferred to see the decree dwell more fully upon the delimitation of the prerogatives of the producer in relation to the author's right to respect.

It seems evident to us, however, that the tribunal has minimised the intervention of the producer. The tribunal's argument that the libretto had been respected and that the producer had only made harmless cuts, thus acting in accordance with the traditions of the theatre which, in fact, admit that the producer may delete certain retorts, in so far as this does not alter the form, the expression or the theme of the work, only justifies the conduct of the producer as regards one single aspect of the right to respect. Apart from the violation of this right by omission, there is also the much more serious matter of violation by addition. Here also there are definite recognised traditions, which allow the insertion of one or two retorts, in order to give the performance current flavour, or to make reference to some topical event of public concern. But to allow the intervention of participants, and an entire final scene, and to authorise the projection of photographed or filmed images, constitutes proof of a somewhat too large conception of the prerogatives of a producer. It is beyond question that the limit has been exceeded if, by these additions, problems are posed for which one might search in vain in the original text, and if pre-occupations arise which are contrary to the spirit in which the work was written. Hence we are in agreement with the Court as regards its appreciation of the position "that, by the effect of this production, a work which sought to be light, facile and carefree, and divested of any social, political or moralising intention, has changed character".

13. If the Court has appreciated the facts correctly, it is unfortunate that it should not have been more explicit in stating the legal grounds of its conclusions, thus endeavouring to delimit the prerogatives of the producer in relation to the author's right to respect. In Article 6<sup>bis</sup> of the Berne Convention (so we read in the decree) "no distinction is drawn between works which can be delivered direct to the public, such as pictures, sculptures or novels, and other works presented to the public through the necessary interpretation of actors, orchestra conductors or producers, such as theatrical performances or musical compositions". That is true; Article 6<sup>bis</sup> does not draw any such distinction, but the Court, in speaking of theatrical performances and musical compositions, does well to say that it is by the "*necessary interpretation*" of a stage producer or an orchestra conductor that such works are communicated to the public. If this interpretation is necessary, it is imperative for the judge to take account of it. The tribunal, better inspired than the Court, has drawn this distinction. The Court should have seized this opportunity of enunciating the principles which govern the "necessary" intervention of the producer in making accessible to the public the text written by a playwright.

14. During the past season, a young producer, M. Franz Marijnen, presented to the public of a small theatre in Maastricht the play entitled "The Four Seasons", by the English author Arnold Wesker. As it was a production in the Dutch language, Mr. Wesker honoured the first performance with

his presence. Contrary to the directions of the author, who had envisaged a naturalist setting, the producer had produced the work in an abstract and poetic setting, which fascinated not only the public but also the author. After the performance, Mr. Wesker confided to the director of the theatre: "It is really marvellous, but everything is wrong". He discussed the matter at length with the producer. He remained fascinated, at the same time retaining his "naturalist" conception, but without being able to convince M. Marijnen, who continued to present the work in accordance with his own personal conception. Is it necessary to say that no legal proceedings were taken?

Contrasting this amiable anecdote with the quarrel which broke out in respect of "The Merry Widow", would it not be possible to deduce certain principles regulating the link between the prerogatives of the author of a dramatic work and the producer and, consequently, of the prerogatives of the author and the performer of his work? If a stage setting of a theatrical work is "necessary", as the Court has admitted, it must equally be admitted that the intervention of the producer is inevitable, unless the author himself undertakes the task of "creating" his work. If, however, he commissions a producer to do this, he knows that he entrusts his work to an artist who, like an orchestra conductor or the soloist in the field of music, will interpret the work with a personal understanding.

15. The task of a performer resembles that of an adaptor. A novelist who entrusts the cinematographic adaptation of his novel to a film director admits, by the fact of so doing, that the latter will re-create the work according to his own conceptions and his cinematographic consciousness. The work will inevitably pass from one mode of expression to the other. If the novelist does not wish to rely upon the director, his only course is to undertake the cinematographic adaptation himself. Within his province (that of cinematographic "language"), the director is an accomplished artist, with his own creative prerogatives. In the absence of any agreement to the contrary, he does not have to account to anyone, provided, of course, that his creative contribution remains within the limits of cinematographic expression. This amounts to saying that he must have regard for the truth, the spirit, the meaning and the substance of the original work.

Similarly, the stage producer of a play must avoid any distortion of the truth, the spirit, the meaning and the substance of a theatrical work by the impact of his own conceptions in this field. His mission is to make the work, in the form entrusted to him, "live" or "re-live" before the public, which means to *adapt, dramatically*, the written play; and it is only within the field of dramatic adaptation, i. e. the field of stage production, properly so called, that is, of setting, costumes, make-up, sound and lighting effects<sup>10</sup>), that he can freely exercise his artistic and creative prerogatives without being required, in the absence of agreement to the contrary, to give any account to the author.

<sup>10</sup>) In the case of a so-called dramatico-musical work, any intervention of the producer by way of sound effects must clearly be subject to the composer's contribution.

To return to the story of the little theatre of Malines, we would think that the producer, M. Marijnen, had kept within the limits of his prerogatives in transposing the dramatic adaptation of the written play into an unreal and poetic setting whilst continuing to respect the truth, the spirit, the meaning and the substance of the work. On the other hand, M. Béjart, more by additions than by actual production, had altered, if not the meaning and the substance, at least the spirit and the essential truth of "The Merry Widow".

16. It remains for us to say a word as regards the plural form given to the word "*préjudiciables*" in Article 6<sup>bis</sup> of the Berne Convention, which so preoccupied the Court. The decree states explicitly "that the plural form given the word '*préjudiciables*' on the occasion of the Brussels revision clearly indicates that this final letter qualifies the entire phrase, with the result that any injuries caused to the work, whatever their nature may be, are only reprehensible if they are prejudicial to the honour or reputation of the authors". It would seem that the tribunal, at least implicitly, was of the same opinion, since we read in the judgment "that the tribunal cannot... follow the plaintiffs, who actually wish to establish a rigorous thesis, affirming that any distortion of a work is, in essence, prejudicial and conflicts with the right stemming from authorship of the work, which the author is entitled to invoke, even if, in the eyes of certain persons, his honour or reputation have not thereby been injured".

It is clear that, grammatically, the Court is right. Under a strict interpretation of Article 6<sup>bis</sup>, the author cannot object to any "distortion", "mutilation", "other alteration", or "any other action in relation to the work", unless, at the same time, injury has been caused to his honour or reputation. We would observe that M. Henri Desbois had already remarked upon and disapproved of this unfortunate grammatical construction<sup>11</sup>). Moreover, it was this remark by Professor Desbois which, already in 1961, had moved us to seek the origin of the plural form of the word "*préjudiciables*"<sup>12</sup>). Actually, this form does not appear in the Rome text, and yet the wording of Article 6<sup>bis</sup> of the Rome text is almost identical, viz. "*Indépendamment des droits patrimoniaux d'auteur, et même après la cession desdits droits, l'auteur conserve le droit de revendiquer la paternité de l'œuvre, ainsi que le droit de s'opposer à toute déformation, mutilation ou autre modification de ladite œuvre, qui serait préjudiciable à son honneur ou à sa réputation*". It is perfectly clear that a distinction has been made under the Rome text. On the one hand, there is *distortion* and *mutilation* of the work, to which the author can object without further question; on the other hand, there are *other possible alterations* to which the author can only object if they are prejudicial to his honour or reputation. This amounts to saying that, in the first case, as soon as distortion or mutilation is established by the judge, he is obliged to allow objection on the part of the author; whereas, in the

second case, that of "other alterations", the judge would have to satisfy himself whether or not the honour or reputation of the author had been injured.

It appears evident to us that there is a substantial divergence between the Rome and Brussels texts. The Rome text was in harmony with the general opinion as accepted in doctrine and case law, which admitted, and still admit, that the right to respect is exercisable as a sovereign right by the author, who can object to any mutilation or distortion of his work, without having to establish whether or not he has sustained injury. It is logical to consider the author as the sole judge of the respect due to his work. By "other alterations" the Convention has doubtless, and somewhat unfortunately, sought to cater for the case where the work could have been modified in an indirect manner, either by an ill-chosen quotation or some slight defect of printing or reproduction, etc. In such a case, it was reasonable to allow a judge to decide whether such alterations were or were not prejudicial to the reputation of the author or to his honour. In the Brussels text, on the other hand, the most brutal of mutilations are left to be decided by the judge or, as Professor Desbois writes, "to the tyranny of public opinion". There the right to respect is practically restricted to the application of Article 1382 of the Civil Code. No reference to such a *volte face* can be found in the records of the Brussels Conference. On the contrary, it appears clear from the Brussels records that the Conference wished to respect the substance of the Rome text. Article 6<sup>bis</sup> was examined by a sub-committee which reached the conclusion that it was desirable "whilst seeking to secure improvement of the protection of moral rights... to depart as little as possible from the Rome text, which has stood the test of time"<sup>13</sup>). Moreover, apart from the unfortunate plural of "*préjudiciables*", the protection of moral rights was reinforced at Brussels by the addition of the words "any other action". Apart from this unfortunate letter "s", the Brussels text could have been explained in the sense that henceforth the author would have the sovereign right of opposing, not only any "distortion" or "mutilation", but equally any "other alteration" of the work, and that the judge would have been competent to assess only in the case of "any other action". This was much clearer than the Rome text.

We can accordingly conclude that the plural form "*préjudiciables*" in the Brussels text was nothing more than an inadvertence — a typographical error on the part of the Drafting Committee. The purely grammatical interpretation that the Brussels Court has given to Article 6<sup>bis</sup> certainly does not correspond with the intention of the Conference. No importance can therefore be attached to something which appears to be a drafting error. Let us hope that the Stockholm Conference will rectify it.

Frans van ISACKER

11) *Le droit d'auteur*, 1<sup>st</sup> edition, Paris, 1950, Nos. 571 and 572.

12) Frans van Isacker. *De morele rechten van de auteur*, Brussels, 1961, no. 133.

13) *Documents de la Conférence réunie à Bruxelles*, Berne, 1951, pp. 126-127; 184-190; 194-198, and, more especially as regards the text cited, p. 196.

# NEWS ITEMS

## State of Ratifications and Accessions to the Conventions and Agreements affecting Copyright on July 1, 1967

### I. International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations (Rome, October 26, 1961)

Contracting States	Deposit of Instrument	Coming into Force	Ratification (R) or Accession (A)
Brazil	June 29, 1965	September 29, 1965	R
Congo (Brazzaville) *)	June 29, 1962	May 18, 1964	A
Czechoslovakia *)	May 13, 1964	August 14, 1964	A
Denmark *)	June 23, 1965	September 23, 1965	R
Ecuador	December 19, 1963	May 18, 1964	R
Germany (Fed. Rep.) *)	July 21, 1966	October 21, 1966	R
Mexico	February 17, 1964	May 18, 1964	R
Niger *)	April 5, 1963	May 18, 1964	A
Sweden *)	July 13, 1962	May 18, 1964	R
United Kingdom *)	October 30, 1963	May 18, 1964	R

\*) The instruments of ratification or accession deposited with the Secretary-General of the United Nations were accompanied by "declarations". As to Congo (Brazzaville), see *Le Droit d'Auteur (Copyright)*, 1964, p. 127; as to Czechoslovakia, see *ibid.*, 1964, p. 110; as to Denmark, see *Copyright*, 1965, p. 214; as to Germany (Fed. Rep.), see *ibid.*, 1966, p. 237; as to Niger, see *Le Droit d'Auteur (Copyright)*, 1963, p. 155; as to Sweden, see *ibid.*, 1962, p. 138; as to United Kingdom, see *ibid.*, 1963, p. 244.

### 2. Universal Copyright Convention (Geneva, September 6, 1952)

Contracting States	Deposit of Instrument	Coming into Force	Ratification (R) or Accession (A)	Protocols adopted
Andorra . . . . .	30 XII 1952 <sup>1)</sup> 22 I 1953 <sup>2)</sup>	16 IX 1955	R	2, 3 1, 2, 3
Argentina . . . . .	13 XI 1957	13 II 1958	R	1, 2
Austria . . . . .	2 IV 1957	2 VII 1957	R	1, 2, 3
Belgium <sup>3)</sup> . . . . .	31 V 1960	31 VIII 1960	R	1, 2, 3
Brazil . . . . .	13 X 1959	13 I 1960	R	1, 2, 3
Cambodia . . . . .	3 VIII 1953	16 IX 1955	A	1, 2, 3
Canada . . . . .	10 V 1962	10 VIII 1962	R	3
Chile . . . . .	18 I 1955	16 IX 1955	R	2
Costa Rica . . . . .	7 XII 1954	16 IX 1955	A	1, 2, 3
Cuba . . . . .	18 III 1957	18 VI 1957	R	1, 2
Czechoslovakia . . . . .	6 X 1959	6 I 1960	A	2, 3
Denmark . . . . .	9 XI 1961	9 II 1962	R	1, 2, 3
Ecuador . . . . .	5 III 1957	5 VI 1957	A	1, 2
Finland . . . . .	16 I 1963	16 IV 1963	R	1, 2, 3
France <sup>4)</sup> . . . . .	14 X 1955	14 I 1956	R	1, 2, 3
Germany (Fed. Rep.) <sup>5)</sup> . . . . .	3 VI 1955	16 IX 1955	R	1, 2, 3
Ghana . . . . .	22 V 1962	22 VIII 1962	A	1, 2, 3
Greece . . . . .	24 V 1963	24 VIII 1963	A	1, 2, 3
Guatemala . . . . .	28 VII 1964	28 X 1964	R	1, 2, 3
Haiti . . . . .	1 IX 1954	16 IX 1955	R	1, 2, 3
Holy See . . . . .	5 VII 1955	5 X 1955	R	1, 2, 3
Iceland . . . . .	18 IX 1956	18 XII 1956	A	

Contracting States	Deposit of Instrument	Coming into Force	Ratification (R) or Accession (A)	Protocols adopted
India . . . . .	21 X 1957	21 I 1958	R	1, 2, 3
Ireland . . . . .	20 X 1958	20 I 1959	R	1, 2, 3
Israel . . . . .	6 IV 1955	16 IX 1955	R	1, 2, 3
Italy . . . . .	24 X 1956	24 I 1957	R	1, 2, 3
Japan . . . . .	28 I 1956	28 IV 1956	R	1, 2, 3
Kenya . . . . .	7 VI 1966	7 IX 1966	A	1, 2, 3
Laos . . . . .	19 VIII 1954	16 IX 1955	A	1, 2, 3
Lebanon . . . . .	17 VII 1959	17 X 1959	A	1, 2, 3
Liberia . . . . .	27 IV 1956	27 VII 1956	R	1, 2
Liechtenstein . . . . .	22 X 1958	22 I 1959	A	1, 2
Luxembourg . . . . .	15 VII 1955	15 X 1955	R	1, 2, 3
Malawi . . . . .	26 VII 1965	26 X 1965	A	
Mexico . . . . .	12 II 1957	12 V 1957	R	2
Monaco . . . . .	16 VI 1955	16 IX 1955	R	1, 2
New Zealand . . . . .	11 VI 1964	11 IX 1964	A	1, 2, 3
Nicaragua . . . . .	16 V 1961	16 VIII 1961	R	1, 2, 3
Nigeria . . . . .	14 XI 1961	14 II 1962	A	
Norway . . . . .	23 X 1962	23 I 1963	R	1, 2, 3
Pakistan . . . . .	28 IV 1954	16 IX 1955	A	1, 2, 3
Panama . . . . .	17 VII 1962	17 X 1962	A	1, 2, 3
Paraguay . . . . .	11 XII 1961	11 III 1962	A	1, 2, 3
Peru . . . . .	16 VII 1963	16 X 1963	R	1, 2, 3
Philippines <sup>6)</sup> . . . . .	19 VIII 1955	19 XI 1955	A	1, 2, 3
Portugal . . . . .	25 IX 1956	25 XII 1956	R	1, 2, 3
Spain <sup>7)</sup> . . . . .	27 X 1954	16 IX 1955	R	1, 2, 3
Sweden . . . . .	1 IV 1961	1 VII 1961	R	1, 2, 3
Switzerland . . . . .	30 XII 1955	30 III 1956	R	1, 2
United Kingdom <sup>8)</sup> . . . . .	27 VI 1957	27 IX 1957	R	1, 2, 3
United States of America <sup>9)</sup> . . . . .	6 XII 1954	16 IX 1955	R	1, 2, 3
Venezuela . . . . .	30 VI 1966	30 IX 1966	A	1, 2, 3
Yugoslavia . . . . .	11 II 1966	11 V 1966	R	1, 2, 3
Zambia . . . . .	1 III 1965	1 VI 1965	A	

Total: 54 States

1) Date upon which an instrument of ratification of the Convention and of Protocols 2 and 3 was deposited on behalf of the Bishop of Urgel, co-Prince of Andorra.

2) Date upon which an instrument of ratification of the Convention and of Protocols 1, 2 and 3 was deposited on behalf of the President of the French Republic, co-Prince of Andorra.

3) The Director-General of Unesco received from the Belgian Government a notification of application of the Convention and Protocols 1, 2 and 3 to the Trust Territory of Rwanda-Urundi, effective from April 24, 1961.

4) On November 16, 1955, France notified the Director-General of Unesco that the Convention and the three Protocols apply, as from the date of their entry into force in respect of France, to Metropolitan France and to the Departments of Algeria, Guadeloupe, Martinique, Guiana and Réunion.

5) Following the deposit of the instrument of ratification, a statement was made on June 3, 1955, on behalf of the Federal Republic of Germany: "The Government of the Federal Republic of Germany reserves the right, after complying with the preliminary formalities, to make a statement regarding the implementation of the Universal Copyright Convention and the additional Protocols 1, 2 and 3 so far as the Land of

Berlin is concerned". On September 12, 1955, the Director-General of Unesco received the following declaration made on behalf of the Federal Republic of Germany on September 8, 1955: "The Universal Copyright Convention and Protocols 1, 2 and 3 annexed shall likewise be applied in Land Berlin as soon as the Convention and the annexed Protocols come into force in respect of the Federal Republic of Germany".

6) On November 14, 1955, the following communication was addressed to the Director-General of Unesco on behalf of the Republic of the Philippines: "... His Excellency the President of the Republic of the Philippines has directed the withdrawal of the instrument of accession of the Republic of the Philippines to the Universal Copyright Convention prior to the date of November 19, 1955, at which the Convention would become effective in respect of the Philippines". This communication was received on November 16, 1955. By circular letter of January 11, 1956, the Director-General of Unesco transmitted it to the Contracting States of the Convention as well as to the Signatory States. Observations received from Governments were communicated to the Republic of the Philippines and to other States concerned by circular letter of April 16, 1957.

7) The instrument of ratification deposited on behalf of Spain on October 27, 1954, related to the Convention and the three Protocols. Since Protocols 1 and 3 had not been signed on behalf of Spain, the Director-General of Unesco, by letter of November 12, 1954, drew the attention of the Government of Spain to this fact. In reply, the following communication was addressed to the Director-General of Unesco on January 27, 1955: "I am ... instructed by the Minister of Foreign Affairs to inform you that the Spanish ratification of the Universal Copyright Convention applies solely to the documents in fact signed, viz., the Convention and Protocol No 2...". The States concerned were informed of this communication by circular letter of March 25, 1955.

8) The Director-General of Unesco received notifications from the Government of the United Kingdom concerning the application of the Convention to the Isle of Man, Fiji Islands, Gihraltar and Sarawak (coming into force on March 1, 1962), to Zanzibar, to the Bermudas and North Borneo (coming into force on May 4, 1963), to the Bahamas and the Virgin Islands (coming into force on July 24, 1963), to the Falkland Islands, Kenya, St. Helena and Seychelles (coming into force on January 29, 1964), to Mauritius (coming into force on January 6, 1965), to Bechuana-land, Montserrat and Santa-Lucia (coming into force on May 8, 1966), to Grenada (coming into force on May 15, 1966), to the Cayman Islands (coming into force on June 11, 1966), to British Guiana (coming into force on June 15, 1966), to British Honduras (coming into force on October 19, 1966).

9) On December 6, 1954, the United States of America notified the Director-General of Unesco that the Convention shall apply, in addition to continental United States, to Alaska, Hawaii, the Panama Canal Zone, Puerto Rico and the Virgin Islands. On May 14, 1957, the United States of America further notified the Director-General of Unesco that the Convention shall apply to Guam. Notification was received on May 17, 1957.

By letter of November 21, 1957, the Government of Panama contested the right of the Government of the United States of America to extend the application of the Convention to the Panama Canal Zone. By letter of January 31, 1958, the Government of the United States of America asserted that such extension of the Convention was proper under Article 3 of its 1903 treaty with Panama. Copies of the two letters have been communicated by the Director-General to all States concerned.

### 3. European Agreement concerning Programme Exchanges by Means of Television Films (Paris, December 15, 1958)

Contracting States	Deposit of Instrument	Coming into Force	Signature without Reservation in respect of Ratification (S) or Ratification (R)
Belgium	March 9, 1962	April 8, 1962	R
Denmark	October 26, 1961	November 25, 1961	R
France	December 15, 1958	July 1, 1961	S
Greece	January 10, 1962	February 9, 1962	R
Ireland	March 5, 1965	April 4, 1965	S
Luxembourg	October 1, 1963	October 31, 1963	R
Netherlands	February 3, 1967	March 5, 1967	R
Norway	February 13, 1963	March 15, 1963	R
Sweden	May 31, 1961	July 1, 1961	R
Turkey	February 27, 1964	March 28, 1964	R
United Kingdom	December 15, 1958	July 1, 1961	S

### 4. European Agreement on the Protection of Television Broadcasts (Strasbourg, June 22, 1960)

Contracting States	Deposit of Instrument	Coming into Force	Signature without Reservation in respect of Ratification (S) or Ratification (R)
Denmark <sup>1)</sup>	October 26, 1961	November 27, 1961	R
France	June 22, 1960	July 1, 1961	S
Sweden	May 31, 1961	July 1, 1961	R
United Kingdom <sup>1)</sup>	March 9, 1961	July 1, 1961	R

<sup>1)</sup> The instruments of ratification were accompanied by "options" in accordance with Article 3, paragraph 1, of the Agreement. As to Denmark, see *Le Droit d'Auteur*, 1961, p. 360; as to United Kingdom, see *ibid.*, 1961, p. 152.

### Protocol to the said Agreement (Strasbourg, January 22, 1965)

Contracting States	Deposit of Instrument	Coming into Force	Signature without Reservation in respect of Ratification (S) or Ratification (R)
Denmark	January 22, 1965	March 24, 1965	S
France	January 22, 1965	March 24, 1965	S
Sweden	January 22, 1965	March 24, 1965	S
United Kingdom	February 23, 1965	March 24, 1965	S

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# CALENDAR

## Meetings of BIRPI

Date and Place	Title	Object	Invitations to Participate	Observers Invited
October 2 to 10, 1967 Geneva	Committee of Experts on a Patent Cooperation Treaty (PCT)	Examination of the proposed BIRPI plan for facilitating the filing and examination of applications for the protection of the same invention in a number of countries	Countries in which over 5000 patent applications were filed in 1965: Argentina, Australia, Austria, Belgium, Brazil, Canada, Czechoslovakia, Denmark, France, Germany (Fed. Rep.), India, Italy, Japan, Mexico, Netherlands, Norway, Poland, South Africa, Soviet Union, Spain, Sweden, Switzerland, United Kingdom, United States of America	<i>Intergovernmental Organizations:</i> United Nations; United Nations Industrial Development Organization; United Nations Conference on Trade and Development; International Patent Institute; Organization of American States; Permanent Secretariat of the General Treaty for Central American Economic Integration; Latin-American Free Trade Association; Council of Europe; European Economic Community; European Free Trade Association; African and Malagasy Industrial Property Office <i>International Non-Governmental Organizations:</i> Committee of National Institutes of Patent Agents; Council of European Industrial Federations; European Industrial Research Management Association; Inter-American Association of Industrial Property; International Association for the Protection of Industrial Property; International Chamber of Commerce; International Federation of Patent Agents; Union of European Patent Agents; Union des Industries de la Communauté européenne

Date and Place	Title	Object	Invitations to Participate	Observers Invited
December 12 to 15, 1967 Geneva	Permanent Committee of the Berne Union (13 <sup>th</sup> Session)	Consideration of various questions concerning copy-right	Belgium, Brazil, Denmark, France, Germany (Fed. Rep.), India, Italy, Portugal, Rumania, Spain, Switzerland, United Kingdom	All other Member States of the Berne Union; interested international inter-governmental and non-governmental organizations
December 18 and 19, 1967 Geneva (Headquarters of ILO)	Intergovernmental Committee (Neighbouring Rights). Meeting convened jointly by BIRPI, ILO and UNESCO (1 <sup>st</sup> Session)	Adoption of the rules of procedure; election of officers; various questions	Congo(Brazzaville),Czechoslovakia, Ecuador, Mexico, Sweden, United Kingdom	All other States parties to the Rome Convention (1961)
December 18 to 21, 1967 Geneva	Interunion Coordination Committee (5 <sup>th</sup> Session)	Program and Budget of BIRPI	Belgium, Brazil, Ceylon, Czechoslovakia, Denmark, France, Germany (Fed. Rep.), Hungary, India, Italy, Japan, Mexico, Morocco, Netherlands, Nigeria, Portugal, Rumania, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom, United States of America, Yugoslavia	All other Member States of the Paris Union or of the Berne Union
December 18 to 21, 1967 Geneva	Conference of Representatives of the International Union for the Protection of Industrial Property (2 <sup>nd</sup> Session)	Program and Budget for the next three-year period	All Member States of the Paris Union	—
December 18 to 21, 1967 Geneva	Executive Committee of the Conference of Representatives of the Paris Union (3 <sup>rd</sup> Session)	Program and Budget (Paris Union)	Ceylon, Czechoslovakia, France, Germany (Fed. Rep.), Hungary, Italy, Japan, Mexico, Morocco, Netherlands, Nigeria, Portugal, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom, United States of America, Yugoslavia	All other Member States of the Paris Union
December 18 to 21, 1967 Geneva	Council of the Lishon Union for the Protection of Appellations of Origin and their International Registration (2 <sup>nd</sup> Session)	Annual Meeting	All Member States of the Lishon Union	All other Member States of the Paris Union

## Meetings of Other International Organizations Concerned with Intellectual Property

Place	Date	Organization	Title
Helsinki	August 28 to September 1, 1967	International Association for the Protection of Industrial Property (IAPIP)	Executive Committee
Stockholm	September 18 to 29, 1967	Committee for International Cooperation in Information Retrieval among Examining Patent Offices (ICIREPAT)	7 <sup>th</sup> Annual Meeting
Cannes	September 26 to 29, 1967	International Federation of Patent Agents (FICPI)	Congress
Paris	November 20 and 21, 1967	International Patent Institute (IIB)	94 <sup>th</sup> Session of the Administrative Council