

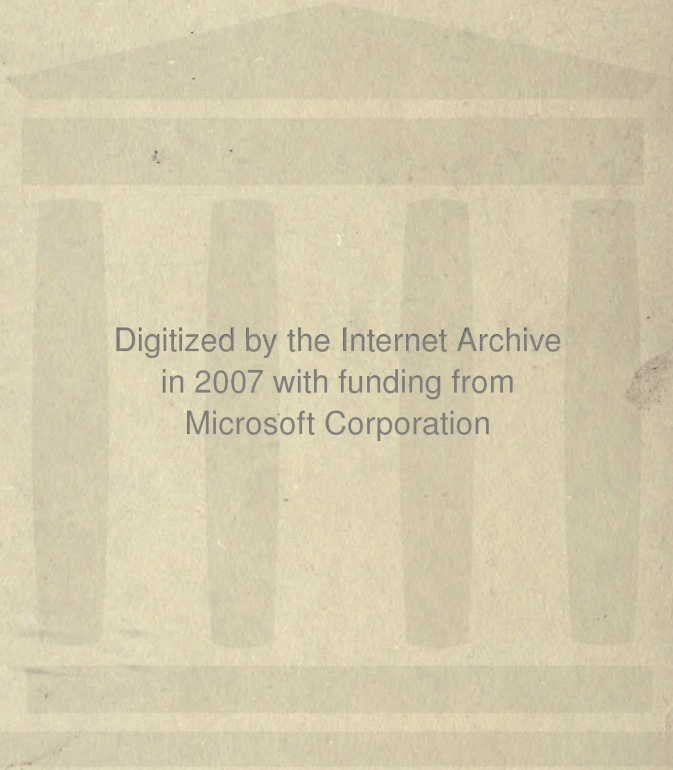
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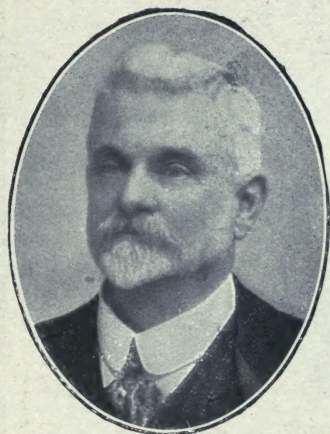
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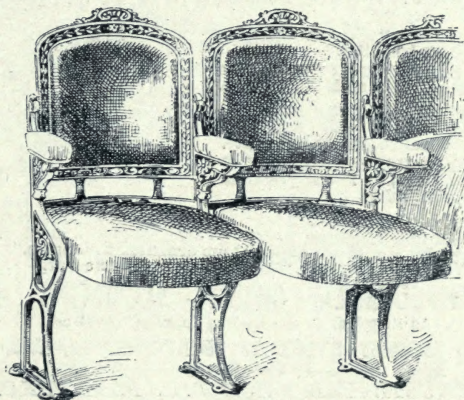
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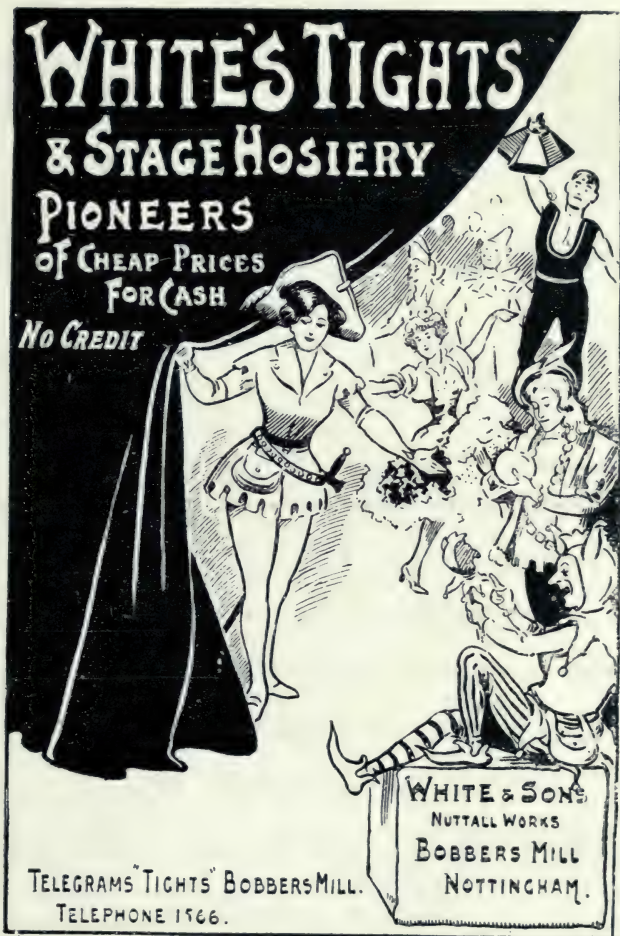
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“THE STAGE”
YEAR
BOOK

1911

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Portrait of George Alexander, London.

*George Alexander,
George Alexander*

1910

George Alexander, London.

THE DRAMA OF THE YEAR

BY E. A. BAUGHAN.

PESSIMISM is necessarily an expression of youth. One starts life with a set of ideals to which life itself is expected to conform. As the years pass in their slow procession these ideals are seen in their proper perspective as crude and unreal, and a balance is struck. And so it is with dramatic criticism. Twenty years ago I should have been loud in complaint of the mediocre character of drama in 1910, but if in many ways we have stood still during the past year the progress of dramatic art as a whole has not really been checked. Seventeen years ago we hailed Sir A. W. Pinero's "The Second Mrs. Tanqueray" as a veritable masterpiece of dramatic art. To read that play now or to see it acted enables us to understand how far drama has progressed. At the same time the lesson to be deduced from the successes and failures of the year point to what seems to be a public indifference to serious drama. This may only be a passing phase. Or it may mean that the public will no longer tolerate the illogical and unfrank working out of social and ethical problems on the stage. Mr. Henry Arthur Jones is of opinion that the public only wants legs and tomfoolery. Those who consider that Mr. George Bernard Shaw and Mr. Granville Barker are dramatists of commanding genius declare that British drama will never progress until the dramatic critics show more insight, and the failure of Mr. Charles Frohman's Repertory Theatre is used as a rod for the critics' backs. I think it is very much more to the point to inquire into the reasons of the failure of certain plays of serious import.

MR. FROHMAN'S REPERTORY THEATRE.

In the first place, Mr. Frohman's Repertory Theatre must be discussed. There are two questions to be answered—Does London require a Repertory Theatre? and, Was Mr. Frohman's scheme likely to succeed on its merits? These two questions are not bound together, as some writers would have us believe. The answer to the first question is a little difficult to make. London is in a very different position from any other big city, inasmuch as it has more theatres. The Repertory Theatre is a necessity in a smaller town. In our provinces the travelling company has ousted the old stock company, and, so far as the public is concerned, with advantage. The idea of the modern Repertory Theatre is quite distinct from the old stock company, for it does not exist merely to give variety to the theatre-goers of a town, which was the "raison d'être" of the stock company, but to produce plays of an unusual type, which may have artistic value if no great commercial success. London needs no Repertory Theatre as far as variety is concerned; the London theatres, viewed as a whole, make a wonderful Repertory Theatre. We do need a special playhouse, however, at which drama, not of a commercial kind, may find a home. There must surely be a large number of people in London who are interested in the play as something more than a fleeting entertainment. At present our theatres are analogous to a number of publishing houses which issue nothing but popular novels. The precise manner in which such a theatre should be managed in so big a city as London is not an easy matter to decide. It is not at all clear that Mr. Charles Frohman's method of alternating plays is the best possible method for London. At the same time it was not the method which ruined the enterprise at the Duke of York's, but the reliance of the manager on plays which did not attract even their special public. The Bernard Shaw discussion-play is all very well as a "jeu d'esprit." "Getting Married" was amusing, and it had a good idea behind it. "Misalliance" was a repetition

of "Getting Married" without its wit, observation, and humanity. It had no big central idea behind it, and much of the play was the merest buffoonery. Mr. Granville Barker's "Madras House" was amusing in places, but it was very diffuse and, apparently, planless. The young dramatist has unquestionable talent, and when he ceases to attempt to astonish his audiences he will do fine work. There will never be a permanent special public for these scoffing dramas, however, and it is a great pity that the party of theatrical progress should be headed by men of the Barker-Shaw school. Why, even when a *matinée* was given in aid of the National Theatre, Mr. Bernard Shaw was allowed to make facile fun of Shakespeare in "The Dark Lady of the Sonnets," and the whole entertainment, which included Mr. J. M. Barrie's rather foolish satire of the husks of modern drama, was a kind of sneer at the theatre. We do not want plays to be of owl-eyed seriousness, and banter is a good thing in its way, but the stage is too fine an instrument for the expression of life to be suited only to pointless satire and intellectual buffoonery. It will be interesting to see what Mr. Frederick Whelen's projected Repertory Theatre, which is to be opened in the spring, will do for serious drama.

A STRONG DRAMA.

Mr. Frohman's enterprise did give us Mr. Galsworthy's "Justice," nevertheless, and Miss Elizabeth Baker's "Chains." In "Justice" Mr. Galsworthy descended to special pleading, and its attendant exaggeration marred his drama. Much of it was irrelevant, especially the long trial scene, and the indictment of human institutions was not woven up with the human drama of the love of the weak William Falder for Ruth Honeywill. These two creatures interest us and upset the balance of the play, so that when Falder jumps over the balustrades to escape arrest for not reporting himself as a ticket-of-leave somehow or other the drama of human life overshadows the drama of human institutions. Mr. Galsworthy has been too didactic in "Justice," whereas in "Strife" and "The Silver Box" the dramatist stood aside from his creations and let them work out their fate inevitably. Still, with all its faults of special pleading and unrelieved gloom, "Justice" is a strong play, and one of which we may be proud.

Miss Baker's "Chains" was more interesting as a true picture of clerkdom and suburban life than as drama. The characters were well observed and cleverly manipulated, but the drama itself was not inevitable. For the rest, the Repertory Theatre gave us Anthony Hope's flimsy "Helena's Pathway," George Meredith's unfinished "The Sentimentalists," and revivals of "Prunella" and Sir A. W. Pinero's "Trelawney of the Wells." All these pieces, except Mr. Anthony Hope's, were worthy of performance at a Repertory Theatre, but a new venture demanded something more striking than any of the plays that Mr. Charles Frohman presented during his short season at the Duke of York's.

INCORPORATED STAGE SOCIETY.

Those who argue from the ill-success of this season that London playgoers do not want serious drama argue from false premises. These serious plays were not good enough. Each had inherent weaknesses which marred it. The other apparatus for giving us serious drama—the Incorporated Stage Society—has done good work this season, but as the performances of this society are limited to two of each play it is quite impossible to draw any conclusions as to whether a public would be attracted by that type of drama. In "Civil War" we were made acquainted with a new dramatist, Mr. Ashley Dukes, a young Fabian, who could not resist making his play a tract for the discussion of Socialism and aristocratic government; but he also is a dramatist, and, apart from its youthful crudeness, "Civil War" contains the stuff of fine drama in the clash of will between Sir John Latimer and James Shannon, the anarchist. There is one scene, in which Shannon finds that he cannot move his daughter from her love for the baronet's son, of which any dramatist might be proud. Lady Bell's "The Way the Money Goes" was interesting mainly as showing us life in one of the big industrial towns of the North. Ludwig Thoma's "Moral," under the title of "Champions of Morality," only showed how little a local play criticising local conditions will bear transplanting to the London stage. The showing-up of hypocrisy is an old story, and Ludwig Thorne, although a brilliant satirical journalist, has no fine shades of satire to give us. By far the most promising play produced by the Stage Society came last on its list. Mr. John Masefield's "Pompey the Great" deals with antique life from the modern point of view, precisely the way in which Shakespeare



MISS ADA REHAN.

From the picture by J. S. SARGENT, R.A.

dealt with it. Mr. Masfield has not yet learnt how to obtain a cumulative effect in drama. Each of his acts is very much alike, and Pompey himself is hardly an impressive creation, but the play has imagination, and here and there real drama and beauty of idea.

Before leaving the consideration of the work done by the non-commercial stage, the visit of the Irish National Theatre must be referred to, as it is an object lesson to London in what can be done by a body of enthusiasts. The general opinion was, however, that the Irish players have lost some of their engaging qualities of naturalness in becoming more experienced. The production of "Deirdre of the Sorrows," by the late J. M. Synge, a dramatist of real talent, and of "The Eloquent Dempsy," by William Boyle, were the chief attractions of the season. Nor must the visit of the Sicilian players be quite forgotten. They are not amateurs, it is true, but it is to be feared their season must be ranked among the doings of the non-commercial theatre. Signor Grasso's Othello was one of the acting sensations of the year, but the sensational playing of Sicilian drama did not again interest London.

So far I have dealt with the non-commercial, serious drama. Of all the plays I have mentioned there is none which could be expected to draw large audiences at an ordinary theatre, but there are at least six which are worth being done at a Repertory Theatre—"The Madras House," "Chains," "Justice," "Pompey the Great," "The Way the Money Goes," and "Civil War." The modern movement should have received an impetus from the establishment of Miss Gertrude Kingston's Little Theatre, but the clever actress has not yet hit on any epoch-making play. Mr. Laurence Housman's version of Aristophanes' "Lysistrata" was clumsy and uninteresting, and Miss Cicely Hamilton's "Just to Get Married," although refreshing in the reality of its dialogue, was not a play of much moment. If Miss Kingston could only find the right kind of play her pretty little theatre might become a force in London theatrical life.

THE SERIOUS DRAMA OF COMMERCE.

On the commercial stage serious drama has had a poor time this year. Mr. Somerset Maugham has tried to get away from the light comedies which have brought him fame and wealth, but the theatre seems to have entered his blood, and he can no longer be sincere as he was in "A Man of Honour." There is really a good idea in "The Tenth Man" and some excellent characterisation. That the root idea has been already treated in "Les Affaires sont les Affaires" does not much matter. There is a very well-conceived scene in "The Tenth Man" in which the swindling, grasping, and low-minded George Winter, M.P., finds himself up against the brick wall of James Ford's honesty. Winter cannot understand the tenth man when he finds him. The ideas of the play are good enough, but the treatment is entirely of the theatre. Winter turns himself inside out for the benefit of the audience, and, as usual, the love interest is so much top hamper to the play. That is the difficulty in writing a play of serious interest for the commercial theatre. An ordinary audience likes some kind of happy ending, and to achieve that our dramatists have to twist and turn their characters about until their plays lose all psychological truth. They then do not interest the kind of people who are interested in good novels and good music and pictures—cultivated people, in short—and the ordinary public, with its keen intelligence and imagination, sees through the very machinery which has been created for its own benefit. Mr. Maugham was more successful in "Grace," but the psychology of the play is very faulty. The problem—"Should a woman confess, when the confession will do no good, except to her own soul, and will do infinite harm to others?"—is not a bad problem at all, but Mr. Maugham's characters cannot be accepted as real. However, the broad and farcical satire of country life and the melodramatic situations assured the play a certain measure of success. Mr. C. M. S. McLellan's "The Strong People" was another of the serious plays which have been spoilt by making them conform to some standard of theatrical popularity. The battle between Capital and Labour is the real pith of the play, but the strong man who stands up for the rights of Capital, and is a very Napoleon of labour, is subjugated not by recognition of the rights of his opponents, but by the beauty and character of their spokeswoman. "All for Love" would have been a better title for the play. These serious plays for the ordinary theatre suffer from a conscious desire to make them a "theatrical entertainment," rather than a work of art.

WHAT THE PUBLIC WANTS.

It is held that people do not desire to go to the theatres to have their feelings harrowed, or to be left with any doubt about the future happiness of the characters with whom they have sympathised. Life, we are told, is too sad. Absolute tragedy is no doubt old-fashioned. In the old days death was considered the greatest ill of all; we do not think it such a tragedy now. Our popular audiences refuse to be interested, however, in anything but happiness.

Light comedy, romantic melodrama, and musical comedy have made the real successes of the year. Our fashionable theatres have become more and more a place of mere entertainment, and in many cases they are simply withdrawing-rooms for the fashionable restaurants. The curtain is raised at an hour which suits those who dine well, and naturally the type of entertainment is in accord. This is a curious and, I think, an unnatural state of things. It does not exist in music, for fashionable people will go without their dinner, or snatch it in between the acts, in order to hear Wagner's "Ring." In the reading world there is still a market for good novels and serious works of biography and history. Only in our theatre is there absolute mental stagnation. Even the clever men, the Bernard Shaws and Granville Barkers, have endeavoured to make their plays mere funny entertainments. The fact that Sir Herbert Tree made a great success with his Shakespeare Festival in the spring, and has since filled His Majesty's with the production of "Henry VIII.," the most wonderful spectacle ever put on an English stage, does not really affect the situation. The Shakespeare Festival gave us some interesting "star" casts, and "Henry VIII." is an illustrated edition of Shakespeare. Besides, "the Bard" stands alone, and his dramas are looked upon as a second Bible.

PLAYS FROM FOREIGN SOURCES.

These remarks may be taken as pessimistic, but the critic of experience, while deploring the fact that there are not three theatres in London where drama is held to be the great art of human expression, which in truth it is, must admit that the general level of drama has risen and is rising. This is particularly to be noted in our comedies, and in the type of play which is neither a comedy nor a tragedy, but something of each. Some of these "plays" have been adapted from the French, and naturally they have suffered in the process. Mr. Frederick Fenn's version of Bataille's "La Femme Nue" was the most skilful of these adaptations. The characters in this play are human beings, and the central idea of the drama is of great interest. "Dame Nature," as it was entitled in English, was not too well acted, except by Miss Ethel Irving as Lolette. Pierre Berton's "La Rencontre," adapted by Mr. Rudolf Besier under the title of "The Crisis," is not such an interesting play, but, strangely enough, it has much the same type of central situation—the battle between two women for the love of one man, and in each case the harder and more selfish woman wins; but whereas in the "Dame Nature" there is some definite and real characterisation, in "The Crisis" all the people are puppets of the theatre. Yet each of these plays is more serious in aim than any which our own dramatists have written during the year. What happened to M. Emile Fabre's "La Rabouilleuse," another of the adaptations from the French, in its journey across the Channel it is impossible to say. Mr. Paul Potter certainly Americanised the play, and Mr. Arthur Bouchier, although successful in a broad way, was so exuberant that "The Parasites" became a farce rather than a bitter and yet humorous satire of an old man's stupidity, craftiness, and love of money, and of the roguery which surrounds him. Mr. Kenneth Barnes's translation of Paul Hervieu's "Connais-toi" suffered from the fact that the play is essentially French, and requires the lightness of touch of French actors and the witty equivocation of the French language. Mr. Bouchier was natural enough as the martinet colonel who has to decide whether he will cast off his wife, as he had advised a friend to do in similar circumstances, or whether he will make the best of a bad job, but the acting throughout the piece was not real enough on its emotional side. Of the outrageous farce, "Decorating Clementine," which served to bring Mr. G. P. Huntley once more before a London audience, there is no need to speak. Miss Gladys Unger, the translator, did her work well.

COMEDIES WITH IDEAS AND—

In all these pieces from the French there was a good central idea, either a problem or a satire, and that is what our own dramatists have to learn if their

comedies are to be more than unnatural farces. They are learning the lesson gradually, and that is why it can be said, without undue optimism, that the level of our drama is rising. The most promising play of the year in this serio-comedy vein is "George Paston's" "Nobody's Daughter." The story of the love-child and its parents' responsibilities is old enough in all conscience, but Miss E. M. Symonds, the author, has treated it with freshness and pathos. There are certain psychological weaknesses in the play which could easily have been strengthened, but even as it stands it is a human little drama. "Nobody's Daughter" also gave us some of the best acting of the year in Mr. Gerald Du Maurier's John Frampton, Miss Rosalie Toller's Honora May, and Miss Henrietta Watson's Mrs. Torrens. The best English play of the year was from the pen of a lady dramatist! There is an idea in this comedy which moves to tears as well as to laughter. Mr. William J. Locke's "The Man from the Sea" was a disappointment, although up to a certain point it had a definite idea, and did give a true picture of a tender, sympathetic little woman whose nature has been cramped by the conventional environment of a cathedral town, and is only awakened by the coming of love. The *dénouement* was foolish and theatrical, and could only have been written by a British dramatist who does not take the theatre seriously. This play was also noticeable for the sensitive, sincere, and genuine acting of Miss Nina Boucicault. "A Woman's Way," a comedy by an American author—Thompson Buchanan—also had a central idea, which, strangely enough, is the same as that in "The Crisis." It was an amusing, if artificial, comedy. These three comedies, at any rate, had central ideas. The Countess Arnim's "Priscilla Runs Away" stood out from the usual comedy of commerce by its freshness and daintiness. It was very thin and not at all real, but it was informed by a certain fancy and sensitiveness. No one quite expected it would achieve a success, but it did.

COMEDIES WITHOUT IDEAS.

In contrast to these three comedies we have had Paul Gavault and Michael Morton's "Tantalizing Tommy" at the Playhouse, in which the chief incident that remains in the memory was the sight of Miss Marie Löhr in pyjamas, and Mr. Hubert Henry Davies's "A Single Man," also produced by Mr. Cyril Maude at the Playhouse. Neither play has any root idea, but both gave Mr. Maude an opportunity for the display of his talents, and Mr. Davies's work is always as light and appetising as a well-made "soufflé." Louis Evan Shipman's "D'Arcy of the Guards," produced by Mr. George Alexander, was a mistake, and was soon replaced by Mr. Carton's "Eccentric Lord Comberdene," an amusing travesty of a penny novelette. The travesty is not kept going to the end, but it is an amusing idea, and the piece was extremely well acted. This play shows no influence of the modern idea which is making comedy a vehicle for the expression of many deep aspects of human life, but it certainly is amusing. From the failures of "Young Fernald," to which Miss Millard had pinned her hopes, and of Mr. Cosmo Hamilton's "Mrs. Skeffington" there is no need to draw a moral. In this limited scope of comedy, perhaps the most successful pieces of the year have been the revivals of Oscar Wilde's "The Importance of Being Earnest" and Mr. H. A. Jones's "The Liars" and "The Case of Rebellious Susan." In ingenuity and brightness Mr. Jones's work holds its own with amazing vitality. It is pleasant to see revivals of this kind, but it would be still more promising if there were any taste for antique comedy. Mr. Waller's revival of "The Rivals" was the only instance of the performance of an old comedy last year. The play was not too well cast, and Mr. Waller himself was not happy as Captain Absolute.

In farce, as distinguished from comedy, although the line, as in "Tantalizing Tommy" and "A Single Man," is difficult to draw, there have been a few successes. Mr. Hawtrey has been well served by the amusing "The Naked Truth," the work of "George Paston" and W. B. Maxwell, and "Inconstant George." A new version of "Vice Versa" also had some vogue, and a very curious example of farce, "The Man from Mexico," has also been successful. Mr. Weedon Grossmith's "Billy's Bargain" did not set the Thames on fire, however.

MELODRAMA AND ROMANTIC PLAYS.

Ordinary melodrama, on the other hand, appears to have lost its hold on the public. The great Drury Lane success of "The Whip" stands quite by itself. Sir Conan Doyle's "The Speckled Band" had only moderate popularity in London, and

the same author's "The House of Temperley" was hardly a success until it was visited by the Territorials. The play was only interesting for the great boxing match and the picture it gave of London life in the days of the Regency. All else was so much leather and prunella. Mr. H. B. Irving supplemented his revival of "The Lyons Mail" with a gruesome little play from the French, "Judge Not —." It cannot be said that it was very successful. "Alias Jimmy Valentine" was a detective melodrama from America, and it was mainly noticeable for Mr. Gerald du Maurier's splendid acting. Mr. Hall Caine's "The Eternal Question" proved to be too old-fashioned in its rhetorical treatment, and "The Bishop's Son" had no success. Thorough-going melodrama, apart from the Drury Lane autumn play, which has a place of its own in the economy of things, is now relegated to the Aldwych, where "The Bad Girl of the Family" has thrilled simple-minded audiences, and has given much amusement to those who are not simple-minded; and to the Lyceum, where the lurid "Sins of London" had a success, after the revivals of "A White Man" and "Richard III." had proved comparative failures. Mr. Laurence Irving's "The Unwritten Law," an adaptation of Dostoevsky's novel, is in a class by itself. However crude it may be, it is melodrama with ideas.

In the place of old-fashioned melodrama we now have the romantic costume play, which in essence is decorated melodrama. Mr. William Devereux's "Henry of Navarre" opened the year with a great success. Sir Herbert Tree was not quite so successful in "The O'Flynn," a comedy variation of the same kind of play, and Mr. Lewis Waller could not make a success of the re-written "Don César de Bazan." On the other hand, Mr. Oscar Asche returned from the Antipodes with "Count Hannibal," a version of Mr. Stanley Weyman's novel, a play which had already been seen in the provinces. The version obscures the love story of the Count and Lady Clotilde, which is a pity, but it is full of spirit and sensation. Mr. A. E. W. Mason's "Princess Clementina," with which Mr. H. B. Irving ended his year with a well-merited success, is in many ways the best of these romantic plays, just as "Beau Brocade," by the authors of "The Scarlet Pimpernel" is the weakest. In "Princess Clementina" all the adventures centre round a strong love story, whereas in the others the love story is only a decoration for the adventures.

THE FUTURE OF OUR DRAMA.

There should be a future for these romantic plays, and it is a great mistake for dramatic authors to suppose that anything will do for the public. Success will not lie in imitations of "The Scarlet Pimpernel" and "Henry of Navarre." New plays of the same type must break new ground. A little romance on our stage will not be amiss. Indeed there are signs of a revulsion from what may be called the cigarette and intrigue drama. Serious dramatists may even begin to wonder if they do not throw away a strong card in setting their plays in modern days. Almost everything in modern life can be expressed in an antique setting (except the divorce laws, which, it may be taken for granted, will be so amended that they will afford no foothold for drama in the future). Brieux's "La Foi" is absolutely modern in ideas; Mr. Masfield's "Pompey the Great" is another instance. Ibsen, in his "Emperor and Galilean," was the pioneer of this modern antique style. There may be, after all, some good æsthetic reason for a dramatist dealing with life which is far enough off for all of it to come into perspective. On the other hand, comedy of the future will have some satirical or fantastic idea behind it. There is a great future for even a third-rate Molière. Bernard Shaw might have given us this satirical comedy, but he has not sufficient understanding of men and women and the springs of their actions. The drama of 1910, if mediocre on the whole, should not drive the lover of the theatre to pessimistic conclusions. We are marking time, for so many new roads are before us, and neither dramatists nor public are quite sure which should be taken. Even in pantomime and Christmas plays a new horizon has been opened up since the success of "Peter Pan" and "The Blue Bird." The Drury Lane "Jack and the Beanstalk" has a poetic motive behind it, vague, perhaps, and obscured by the exigencies of Drury Lane pantomime, but there it is. Even at the Lyceum music plays a large part in the production, and at both theatres the principal "boys" and "girls" are undertaken by young and refined actresses. Mr. Cyril Maude, no doubt encouraged by the interest taken in "The Toymaker of Nuremberg," produced in the spring, has mounted "Cinderella" as a sort of humorous drama. It was not as poetic as it should have been, nor as comic as it could be, but it is a step in the right direction.

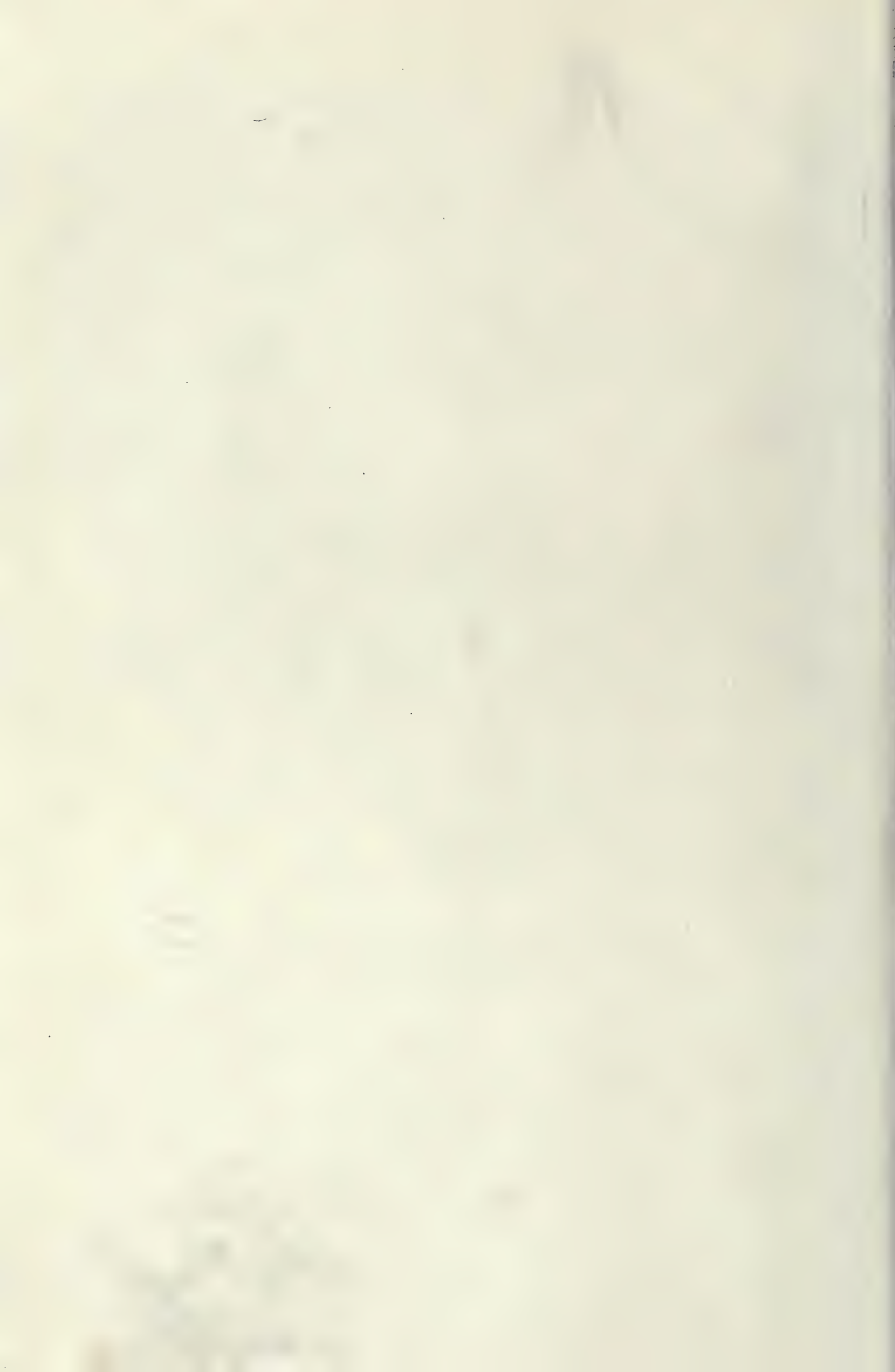


DAVID ALLEN & SONS, LTD. CHROMOTYPE.

“THE DOLLAR PRINCESS.”

From Sketch by R. Pannell.

Reduced facsimile of an excellent poster, the work of DAVID ALLEN & SONS, Ltd., which has been greatly admired.



Decidedly the tendency of drama in 1910 is, at any rate in one direction, towards more beauty and poetry on the stage. Even in musical comedy this influence can be traced. Oscar Straus's "The Chocolate Soldier" has been the success of the year. Its story has a clear idea, and the music is on a higher level of workmanship than that of any of our native musical comedies. Our composers should face the fact that audiences are naturally more musical than has been suspected. This deft musicianship has helped to make the success of "The Girl in the Train." Mr. Lionel Monckton realises this, for "The Quaker Girl" is on a higher level than the composer's other music, and the story is free from the suggestiveness which was at one time an essential of comedy. "The Balkan Princess" was not one of Mr. Paul Ruben's best pieces. "Captain Kidd" failed because neither its music nor story was clever enough, and not all Mr. Seymour Hicks's energy could instal into the piece that which it lacked. The same reasons militated against the success of "The Two Merry Monarchs" at the Savoy and "The Islanders" at the Apollo. The standard of taste in musical comedy has decidedly risen.

POSTSCRIPT.

In other respects the year has been remarkable for two things. First, women dramatists have played a big part. Miss E. M. Symonds ("George Paston"), Miss Cicely Hamilton, Lady Bell, Miss Elizabeth Baker, and the Countess von Arnim have produced good and successful work. Miss Gladys Unger has been content with translations and adaptations, but her "Inconstant George" is such an excellent piece of work that it should be praised as if it were an original play. The mere man may think he can discover weaknesses in the plays of these lady dramatists. Construction is not their strong point, it is true, and one is not very much impressed by the truth to life of their male characters, but then women may not have thought very highly of our intuition into their sex, only they have been too polite and discreet to say so. If women will only dramatise themselves frankly and courageously we may have some interesting plays. The other remarkable point in 1910 is that the older school of dramatists have been silent. We have had nothing from Pinero, nothing but sketches from H. A. Jones, and nothing from Alfred Sutro, Haddon Chambers, H. V. Esmond, Sydney Grundy, and Louis N. Parker. That is only an accident, for plays by all these writers will be produced during the coming year. From all accounts Mr. Jones, indeed, has scored a success with "We can't be so bad as all that" in America during the last days of 1910; Mr. Louis N. Parker's "Pomander Walk" has also been hailed as a triumph in America, and Sir A. W. Pinero's new comedy will be our first important play of 1911. It is to be hoped the British stage will be enriched by a number of interesting plays by the older as well as by the younger school of dramatists. There is no need to be pessimistic of the future, and no one taking a broad view of the past year has any right to say that drama is hopelessly in the doldrums.



PLAYS OF THE YEAR.



"KING HENRY THE EIGHTH," AT HIS MAJESTY'S.

MR. CLIFFORD HEATHCOTE, MR. EDWARD SASS, MR. ARTHUR BOURCHIER, MR. FRANCIS CHAMBER, and MISS VIOLET VANBRUGH.

[*"Daily Mirror."*]

PLAYS OF THE YEAR.



["Daily Mirror,"

"KING HENRY THE EIGHTH," AT HIS MAJESTY'S.

MR. HENRY MORRELL, MR. REGINALD OWEN, SIR HERBERT BEEBOHM TREE, MR. S. A. COOKSON.



[Foulsham & Banfield.]

"GRACE," AT THE DUKE OF YORK'S.

MR. LESLIE FABER, MISS IRENE VANBRUGH, MR. DENNIS EADIE, MISS NINA SEVENING, MISS LILLIAN MCCARTHY, MISS MARY BARTON, LADY TREE, and MR. ARTHUR WONTNER.

PLAYS OF THE YEAR.



[*"Daily Mirror."*]

"DAME NATURE," AT THE GARRICK, AND AFTERWARDS AT TERRY'S.

MISS NANCY PRICE, MISS ETHEL IRVING, and MR. ERNEST LEICESTER.

PLAYS OF THE YEAR.



"NOBODY'S DAUGHTER," AT WYNDHAM'S.

MR. H. MARSH ALLEN, MISS ROSALIE TOLLER, MR. GERALD DU MAURIER, MR. SYDNEY VALENTINE, MISS HENRIETTA WATSON, and MISS LILLIAN BRAITHWAITE.

Foulsham & Banfield.

PLAYS OF THE YEAR.



"ALIAS JIMMY VALENTINE," AT THE COMEDY.

MR. GERALD DU MAURIER, MR. LYSTON LYLE, MISS ALEXANDRA CARLISLE, MR. HERBERT BUNSTON, MISS GRACE MURIELLE, and
MISS FLORENCE HAWWOOD.

(Footsman & Barnfield.)



[Foulsham & Bangfield.]

"THE CHOCOLATE SOLDIER," AT THE APOLLO.

MISS MABEL BURNEGE, MR. LEMPRIERE PRINGLE, MISS ELSIE SPAIN, MR. ROLAND CUNNINGHAM, MISS CONSTANCE DREVER, MR. C. H. WORKMAN,
MR. TOM A. SHALE, and MISS AMY AYGARDE.

PLAYS OF THE YEAR



"TANTALIZING TOMMY," AT THE PLAYHOUSE.
MR. KENNETH DOUGLAS, MR. CYRIL MAUDE, MR. FRED LEWIS, and MISS MAHIE LÖHR.

[Dorer St.]

PLAYS OF THE YEAR.



["Daily Mirror,"

"PRISCILLA RUNS AWAY," AT THE HAYMARKET.

MISS SYDNEY FAIRBROTHER,² MISS NEILSON TERRY,³ MR. LOUIS GOODRICHE, and MR. LYALL SWETE.

PLAYS OF THE YEAR.



“THE NAKED TRUTH,” AT WYNDHAM’S.

MISS VERA MAITLAND, MR. ERNEST THESSIGER, MISS FRANCES WETHERALL, MR. ERIC LEWIS, MR. ARTHUR PLAYFAIR, MISS MAUD RUSSELL,
MR. CHARLES HAWTREY, and MISS PHYLLIS EMBURY.

[Fontham & Baufeld.]

PLAYS OF THE YEAR.



[Foulesham & Banfield,

“A WOMAN’S WAY,” AT THE COMEDY.

MISS KATE SERGEANTSON, MISS HELEN ROUS, MR. CHARLES QU’ARTERMAINE, MR. ATHOL STEWART, MR. CHARLES BRYANT, MISS ALEXANDRA CARLISLE,
MR. ERIC MATHURIN, MISS MADGE MURRAY, MISS MARGUERITE LESLIE, and MR. EDmund MAURICE.

PLAYS OF THE YEAR.



"INCONSTANT GEORGE," AT THE PRINCE OF WALES.

MISS HILDA MOORE, MR. C. AUBREY SMITH, MISS LYDIA BILBROOKE, MR. CHARLES HAWTREY, and MR. ERNEST THESIGER,

[Foulsham & Banfield.]

PLAYS OF THE YEAR.



"THE GIRL IN THE TRAIN," AT THE VAUDEVILLE.

MISS MAY MARTON, MISS CLARA EVELYN, MR. HUNTELEY WRIGHT, MISS PHYLIS DARE, MR. ROBERT EVETT, and MR. PERCY DAVISON.

[Foulsham & Banfield.]

PLAYS OF THE YEAR.

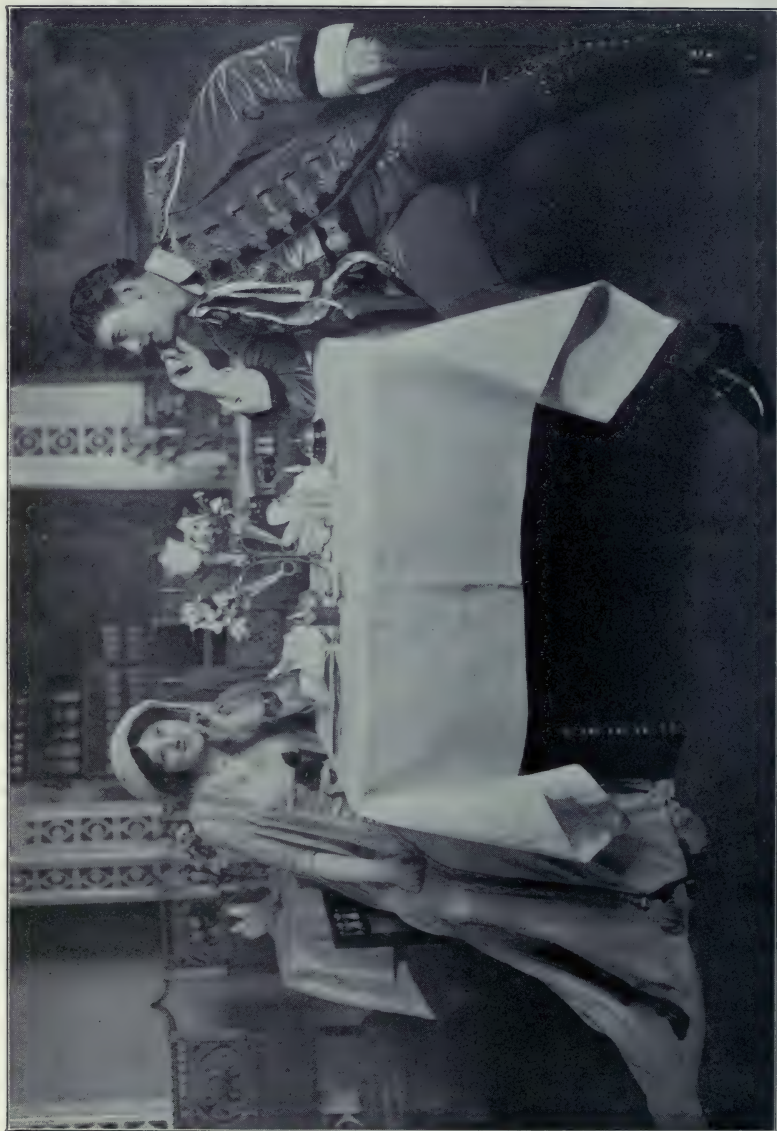


"COUNT HANNIBAL," AT THE NEW, AND AFTERWARDS AT THE GARRICK.

MR. BEN WEBSTER, MR. OSCAR ASCHE, and MISS LILY BRAYTON.

Foulstam & Barnfield.

PLAYS OF THE YEAR.



"THE BALKAN PRINCESS," AT THE PRINCE OF WALES'S.

MISS ISABEL JAY and MR. BERTRAM WALLIS.

[*"Daily Mirror,"*]

PLAYS OF THE YEAR.



[Foutsham & Banfield.

“THE ISLANDER,” AT THE APOLLO.

MR. LAWRENCE LEGGE, MR. FRED ALLANDALE, MR. SAM WALSH, MR. NEIL KENYON, MR. REGINALD LAWRENCE, MISS DIBLEY, MASTER BOBBIE ANDREWS,
MISS ELAINE INESCORT, MISS MARY MORRISON, and MR. LAWRENCE CAIRD.

SENSE AND CENSORSHIP.

BY MOSTYN T. PIGOTT.

I COMPILED a play just lately
 And I knew that it was great;
 In its diction it was stately,
 In its treatment up to date.
 I was practically certain
 There was tension in its plot,
 And the rising of the curtain
 Would show people what was what.

Since I'm not the man to grovel
 To sensation or *réclame*,
 I took nothing very novel
 As the subject of my *drame*.
 It was deeper than Pinero,
 And to Jones could give a start—
 Little David was the hero,
 And Goliath had a part.

I had written it sincerely
 So that it to good might tend,
 And it brought out pretty clearly
 How Right triumphs in the end.
 It contained not one suggestion
 Of bad taste or naughtiness;
 Yet I felt there was no question
 Of its furious success.

With soliloquy abolished,
 And from archaism free
 All the dialogue was polished
 To a notable degree;
 As he aimed his weapon pliant
 At Goliath's diaphragm
 Little David let the giant
 Have a lot of epigram.

When the monster had to hector
 And to chant an Ode to Hope
 For the musical director
 There was admirable scope;
 And the scene where skies grew darker
 O'er the Philistines in flight
 Gave a chance to Mr. Harker
 Which was very much all right.

'Twas a perfect panorama
 Of Humanity at strife,
 And I felt the British Drama
 Had another lease of life.
 And I didn't care a pin for
 Any critic 'neath the sun,
 Being sure that it was in for
 A considerable run.

So I confidently took it
 To the Licenser of Plays
 And requested him to look it
 Through before I went my ways.
 "It won't take you half a minute,"
 I remarked with easy grace,
 "For there's not a sentence in it
 You would ask me to erase."

Mr. Redford scanned the manu-
 Script with magnifying glass,
 And he cried aloud, "How can you
 Think this thing can ever pass?"
 Then as lithely as a leopard
 On the play he pounced, and said,
 "David *must* be called 'The Shepherd,'
 And we *cannot* have the head.

"Even then I'm doubtful whether
 I can pass a single page,
 For the theme is altogether
 Too improper for our stage.
 You may lampoon and may libel,
Double entente you may employ,
 But you mustn't use the Bible
 For your purposes, my boy.

"There is nothing that's immoral
 In your aims, I must admit,
 And I haven't any quarrel
 With your objects, not a bit,
 But if you would make a profit
 You will chop your play to scraps
 And then make a ballet of it,
 Or an opera, perhaps.

"In the former case 'tis gravéd
 On the Statute Book quite plain
 You may call your hero David,
 And the head you may retain.
 Actuated by a high sense
 Of my duty to the State
 Your *chef d'œuvre* I cannot license,
 In this form at any rate."

So each evening at the Palace
 You may see my problem-play
 Neatly danced by Mam'zelle Alice
 With the head upon a tray,
 And the enterprising scribe'll
 Note that when occasion calls
 For stage-studies from the Bible
 He must hie him to the halls!

MUSIC OF THE YEAR.

BY B. W. FINDON.

IN reviewing the music of the past year the first place must be accorded Mr. Thomas Beecham, not for what he has succeeded in doing, but for what he set out to accomplish. Rather more than a year ago the musical world was pleasingly astonished at an announcement that a gentleman who wished to remain anonymous intended to devote £300,000 for the purpose of erecting an English Opera House. There were private meetings, interviews in the Press, and finally it was understood that Mr. Beecham was at the back of the scheme. Then came the welcome news that Mr. Beecham proposed to go into management on his own account and learn something of the ways of the operatic world.

English composers with operas in their bureaux were alive with expectation, and hopes ran high, but the ebb tide quickly followed the flood when it was seen that Mr. Beecham's programme differed only from that of the Grand Opera Syndicate in that he had not the same fine artists to interpret the familiar masterpieces which, in the main, constituted his repertory. He began his campaign at Covent Garden, he continued it at His Majesty's in the early summer, and he concluded his third experiment at Covent Garden on the last night of the old year. He has expressed himself as being mightily disappointed with the results.

I do not see what else he could expect in the circumstances. He reached no high standard of excellence in the interpretation of the works; indeed, there were some representations that were almost incongruous in their general effect. For example, "Faust" was sung in Italian by English singers, "Carmen" had a German artist in the title-rôle, who sang in French, and others in the cast rang the changes on French and English, and so on. It is true this occurred in the later part of the third season when the lack of support accorded by the public must have damped Mr. Beecham's enthusiasm and weakened his energy. He gave, however, employment and stage experience to a certain number of excellent British artists, and the seed sown will probably bear good fruit in time.

But his encouragement of native operatic art can be marked on two fingers. He introduced a pretty little opera by Mr. G. H. Clutsam, "A Summer Night," and gave Mr. Frederick Delius his first hearing on an English stage with his "Village Romeo and Juliet." He presented "Tiefland," a work by that brilliant musician Mr. Eugen D'Albert, who long ago renounced the country of his birth and education, and French art who to thank him for producing Leroux's "Le Chemineau" and Missa's "Muguette."

The crowning triumph of his first and concluding seasons was the production of Richard Strauss's "Elektra" and "Salome," but although both these operas were sensational in the interest they aroused they achieved only a "succès de curiosité." Those who are partial to Strauss's strenuous polyphonic methods found much in each to admire, while those to whom much of his music causes more pain than pleasure discovered nothing in either to make them change their opinions. "Salome" escaped from the meshes of the Censor's ban at the expense of the Baptist's head; but even had it been as prominent as it was in the unrestricted music halls a couple of years ago it would have made no material difference to the fortunes of the opera in this country. We must not expect to see much of either in the future.

It is unnecessary to go into the list of the various works revived by Mr. Beecham during his three seasons. They were drawn more or less from the repertories of other days, and the most popular revival was Offenbach's "Tales of



MISS ROSIE BEGARNIE.

(from the painting by *Carlo Neiter*).

Hoffman." No one can doubt Mr. Beecham's artistic ambition, but as an instance of what others have done before him, the late Sir Augustus Harris produced six new operas in one summer season at Covent Garden, and Carl Rosa, when he was at the head of his famous troupe of English artists, commissioned several young British composers to write operas specially for production at Drury Lane.

GRAND OPERA SEASON.

To turn to the Grand Opera season, there is nothing of very great importance to chronicle. Illness was responsible for several disappointments, and that of Dr. Richter made a considerable difference to the fortunes of the "Ring," of which two Cycles were given. The one novelty of the season was a two-act work by a young French composer, Laparra, but "La Habanera," in spite of its undoubted cleverness, was gloomy in tone, and it is scarcely likely to find a permanent place in the Covent Garden repertory. For the rest, old favourites were chiefly relied on, although there were welcome reproductions of Charpentier's "Louise" and Saint-Saëns's "Samson et Delila." There was no new star to create a furore, and Mesdames Tétrazzini and Destinn held their own among the sopranos, while a decidedly favourable impression was made by a young American tenor, Mr. Riccardo Martin. The death of King Edward must have thrown a certain gloom over the fashionable season at Covent Garden, as the absence of Royalty inevitably has a prejudicial influence on an enterprise which depends for its main support on the *beau monde*.

Miss Marie Brema revived Gluck's "Orfeo" at the Savoy with most commendable results, and she also gave a few performances of Handel's "L'Allegro." The Castellano Italian Opera Company gave a series of performances at the Coronet, and there was a short season at the Kingsway, under the direction of Signor Macchi.

FESTIVALS.

The principal Provincial Festival of the year was held at Leeds, but the West Riding celebration appears to be losing its hold on the affections of Yorkshire music lovers, as there is a deficit in the accounts. Its most conspicuous feature was the appearance of Rachmaninoff in the dual capacity of instrumentalist and conductor. At Cardiff the festival was again under the experienced direction of Dr. Frederic Cowen, who was also responsible for its most noteworthy novelty—a choral work entitled "The Veil." Among other composers who were represented by new works were Sir Alexander Mackenzie with "The Sun God's Return," Mr. Coleridge Taylor with "Endymion's Dream," Mr. Arthur Hervey with a tone poem, "Life Moods," and Sir Villiers Stanford with a set of sea songs. The Three Choirs held their Festival at Gloucester, and this time-honoured triennial once again evoked the enthusiasm and loyalty of the ancient cathedral city; indeed, it seems as if the march of musical events will eventually confine provincial festivals to cities which have more leisure and are away from the storm and stress of huge commercial centres, such as Leeds and Birmingham.

Due notice was taken of the centenaries of Schumann and Chopin, and the Royal College of Music paid their tribute to the former by a performance of his opera, "Genoveva," with very creditable results.

SIR EDWARD ELGAR'S NEW CONCERTO.

The palm of English musicianship is once more carried off by Sir Edward Elgar, who, in his new Violin Concerto, produced by the Philharmonic Society, and with Herr Fritz Kreisler as its solo representative, proved his devotion to the instrument of which, in his early days, he was a professor. The work bears the stamp of genius, and shows that Elgar is much more at home in the domain of instrumental than in oratorio music. It was rapturously received on its first performance, and has been repeated several times. Until the Elgar vogue shall pass away it seems destined to occupy a leading place in concert programmes.

THE PHILHARMONIC AND OTHER SOCIETIES.

The Philharmonic Society, although now a centenarian, shows no sign of senile decay; in fact, it is brisker and more energetic than ever, and well maintains its position as the oldest musical association in the metropolis. Other societies come and go, rivals contest its pre-eminence, but the Philharmonic remains an institution apart, and it has as faithful a following now as when it was practically the

one and only big organisation in the country. Another institution, the Royal Choral Society, also retains the affectionate loyalty of the people, although oratorio is not as popular as it once was. But, in spite of adverse criticism from the superior cult, the "Messiah" and "Elijah" hold their own with all those who take an interest in choral singing and like to hear it displayed to the best advantage. Moreover, our English singers always show to more advantage on the platform than on the stage, and with such artists as Mesdames Clara Butt, Agnes Nicholls, and Kirkby Lunn (I must amend my statement with regard to the last, as she is even greater as an operatic artist than as a concert singer), and such choirs as we have in the North and at the Albert Hall, it will be a long time before the purely vocal oratorios remain only as curious mementos of a bygone age.

It is good to see—in spite of the fact that the Monday Popular Concerts have vanished for ever—that Chamber music still possesses considerable attraction for musical amateurs. During the year we have heard the London Trio, the Brussels, St. Petersburg, Grimston, Wessely, Walenn, and Klinger Quartets, and the interesting Société des Concerts Français; while the Broadwood and Mr. Donald Tovey's concerts at Chelsea Town Hall also deserve honourable mention.

THE CONCERT PLATFORM.

On the concert platform we have heard many notable singers, principal among them being Mesdames Melba, Kirkby Lunn, Gerhardt, Culp, and Maggie Teyte, the last-named fully sustaining the operatic laurels she won at the Paris Opéra Comique by her successful performances in the Beecham Opera season. Recitals have been given by such famous pianists as Messrs. Sauer, Buhlig, Godowsky, Pugno, and Pachmann; while the violin and 'cello have been represented by Messrs. Ysaye, Kreisler, Kubelik, Mischa Elman, and Hugo Becker, and Saint-Saëns also appeared in a series of concerts.

Sunday concerts have grown in popularity, and at the Albert Hall the New Symphony Orchestra, under Mr. Landon Ronald, who has succeeded Dr. Cummings as Principal of the Guildhall School of Music, and at the Queen's Hall the famous orchestra under the direction of Mr. Henry J. Wood (who has been worthily included in the New Year's Honours by having a knighthood conferred upon him) have given splendid performances to large audiences. Other societies have also done excellent work in the same direction. The Promenade Concerts have again had a unique and highly successful season, and their influence for good on the masses cannot be gainsaid. If for no other reason than the wonderful degree of excellence to which he has brought these concerts and converted the term "Promenade" from one of signal reproach to one of unquestioned honour, Mr. Henry J. Wood has more than justified the recent mark of Royal favour.

THE IRVING MEMORIAL.

THE statue erected by the theatrical profession in memory of Sir Henry Irving at the rear of the National Gallery was unveiled by Sir John Hare on December 5. The statue is of bronze, 9 ft. high, on a plinth of Portland stone, and Sir Henry is represented standing in his Doctor's robes. On the plinth is the inscription:—

Henry Irving, actor; born 1838, died 1905; knight; Litt.D., Dublin; D.Litt., Cambridge; LL.D., Glasgow; erected by English actors and actresses and by others connected with the theatre in this country.

The Irving Memorial stands to the credit of the Actors' Association, with whom the movement originated in 1906. The statue—of which, on another page, an illustration is given—is the work of Mr. Thomas Brock, R.A.



"BEGINNERS, PLEASE!"
A Finishing Touch in the Green Room.
Drawn by W. DOUGLAS ALMOND.



THE IRVING MEMORIAL,

Erected by the theatrical profession, and unveiled by Sir John Hare on December 5.
The statue stands at the rear of the National Gallery, in Charing Cross Road.

BOOKS OF THE YEAR.

THOUGH not abundant in point of numbers, the books upon theatrical and artistic subjects that came under our notice in the course of the past year possessed in several cases decided importance, and their appearance must be welcomed for the sake of the drama and the sister arts. Of these the majority were published during the last two quarters of 1910, a fact which may be attributed to the dislocation of the book trade due to political uncertainty and to the death and funeral obsequies, in May, of the late King Edward. The shock thus caused was felt as much by the publishing world as by other departments of the national life. Up till the middle of July but little of note came out, and the balance has been redressed but partially by the greater activity in the autumn season. The categories of reminiscences and biography and of history and criticism will be found to have afforded the most fruitful harvest. We may take the latter section first.

HISTORY AND CRITICISM.

In this the most important event by far was the publication of Vols. V. and VI. of the "Cambridge History of Literature," dealing with "The Drama up to 1642." The editors of this monumental work, Professor A. W. Ward, Master of Peterhouse, and A. R. Waller, had enrolled a scholarly and erudite band of contributors, whom they kept in hand fairly well, though some skittish young men were inclined to kick over the traces with the superciliousness sometimes thought to be characteristic of Cambridge. This tendency had some detrimental effect upon the value of these volumes, which contain, however, a number of well-informed and exhaustive monographs, and splendidly full and ably compiled bibliographies, to which the student will have frequent recourse. Supplementary volumes of illustrative passages are also announced, and will add further to the value of the "Cambridge History of Literature." About the same time was published a small book on "The Repertory Theatre," by P. P. Howe, which one would esteem rather as "a record and a history of the repertory idea" than as "a criticism." Mr. Howe's views on theatrical matters are rather of the salad-day order, but he has taken pains to put together accurate details concerning the repertory enterprises of Mr. Charles Frohman, Miss Horniman, Mr. Herbert Trench, Mr. Alfred Wareing, Messrs. Vedrenne and Barker, and so on. Widespread interest has been taken in the volume on "Our Stage and its Critics," by "E. F. S." (E. Fordham-Spence), composed of articles reprinted from the *Westminster Gazette*, in which this outspoken and candid critic has expressed his opinions with his accustomed freedom. Even when one may differ from Mr. Spence one respects him for the honesty and fearlessness with which he sets forth his views. Similar praise may be given to a broad-minded and truly charitable clergyman, the Rev. Montague Fowler, for his sane and tolerant remarks about stage work generally, in the book entitled "The Morality of Social Pleasures," and especially for the success with which he has endeavoured to realise the conditions of theatrical life, on tour in particular. A practised journalist and man of letters, S. J. Adair Fitz-Gerald, has quite lately been commended for the compact form into which he has compressed a great deal of information concerning "Dickens and the Drama," and it is surprising how very few slips or omissions he has made in dealing, in succinct fashion, with a difficult and intricate subject. A number of illustrations, including many old portraits, often in costume, may be noted as forming an important feature of Alan Macinnon's book, styled "The Oxford Amateurs: A Short History of Theatricals

at the University." The copious details therein given might be classed with what Sir Francis Burnand and others have written about the Cambridge A.D.C. and similar amateur organisations.

REMINISCENCES AND BIOGRAPHY.

Under this heading the latest book to be issued was that containing the autobiographical reminiscences of that famous Polish actress Helena Modjeska, and the personal touch was set forth with equal frankness and candour by Yvette Guilbert. The woman writer, if she be also a public performer, seems to hold herself entitled to speak her mind freely, even if criticism by others may be resented. Both the Modjeska and the Guilbert books may be regarded as "human documents," and the same applies to the anecdotal reminiscences of that long-popular "Society Clown," George Grossmith the Second, and of that "chartered libertine," Seymour Hicks. One's fondness for these favourites of the footlights is by no means diminished by their recent autobiographical *pièces à servir*. Of minor importance is a chatty book of travels from the pen of Lady Moss, and a small monograph has also been issued with regard to the career of Bronson Howard.

MUSIC.

A brilliant achievement was brought to a close in the year gone by with the completion of the new and revised version of "Grove's Dictionary of Music and Musicians" by the publication of the fifth and concluding volume (T to Z), together with an Appendix containing much fresh matter. One may not agree always with the methods employed by the editor Mr. J. A. Fuller-Maitland and his colleagues, whose ideas of proportion may not be those of all concerned with matters musical; but yet they may be congratulated sincerely upon the successful accomplishing of a truly indispensable work of reference. A practical, yet also thoroughly scientific book on the Voice and its Training by that able carrier-on of the principles of Manuel Garcia, M. Sterling MacKinlay, must also be mentioned amongst the musical publications of 1910.

MISCELLANEOUS.

Perhaps one should place under this category a most valuable and beautifully illustrated work on "British Costume During Nineteen Centuries," by Mrs. Charles H. Ashdown, whose learned researches, with system of classification based on the head-dresses worn, have led to the production of a treatise which should be found useful by theatrical "producers" aiming at strict correctness. A booklet of dainty poems has come from the graceful pen of Ella Erskine; dramas as yet unacted have been written by Arthur Scott Craven and several others; and novels have been composed by, for example, Herbert Dansey, Peggy Webling, Horace Newte, and Mrs. De Courcy Laffan. Works that have not come officially under our purview have been left unmentioned; but even as it stands there is much of note in this *résumé* of Books of the Year.





Battle of Bosworth Field. Act V.

Martin Harvey in Richard III

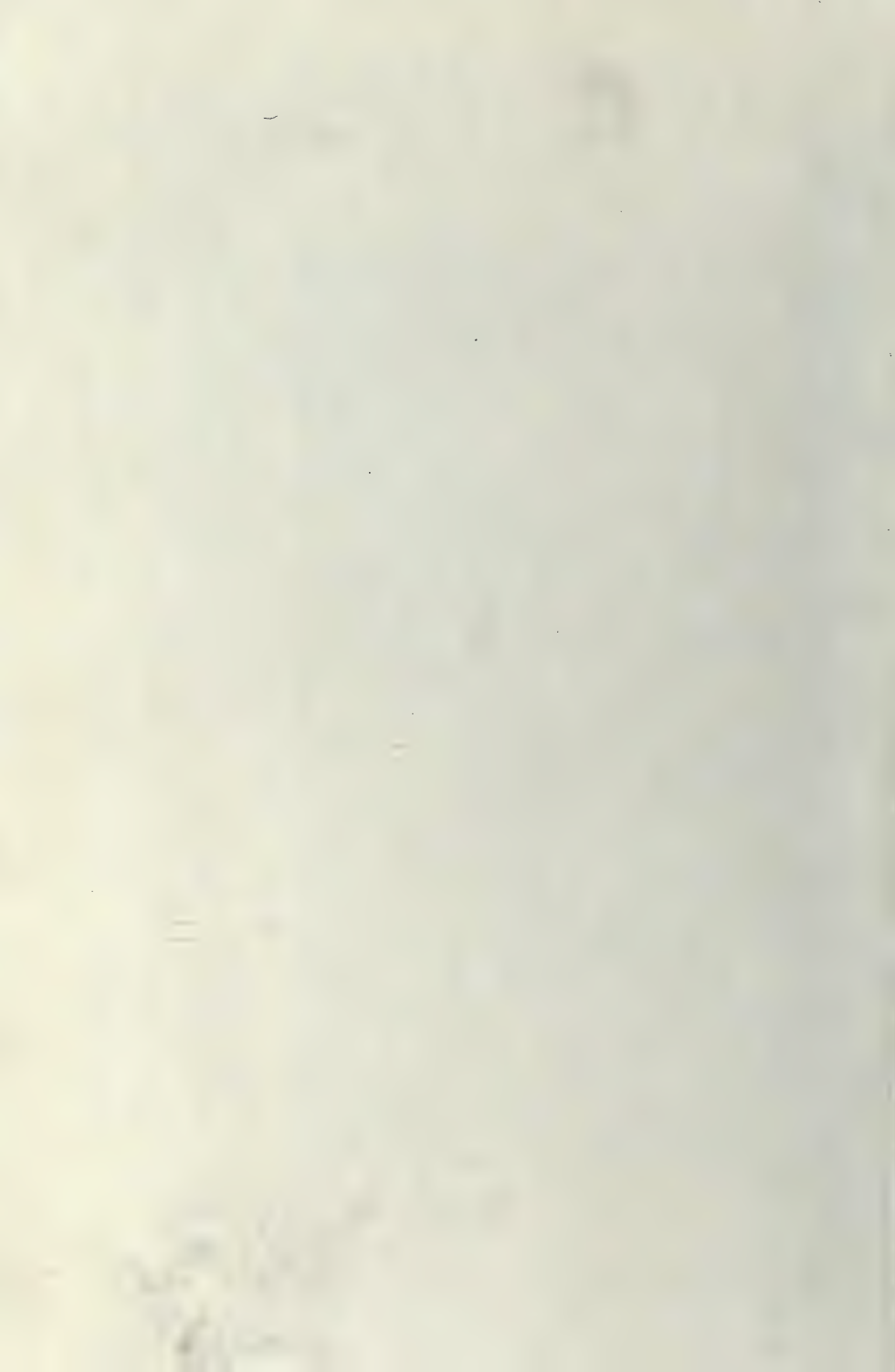
DAVID ALLEN & SONS, LTD. CHROMOTYPE.

MR. MARTIN HARVEY,

In "Richard III."

"Battle of Bosworth Field." (From Sketch by G. E. Kruger.)

Reduced facsimile of a remarkably fine poster, the work of DAVID ALLEN & SONS, LTD., which attracted much attention.



MR. ROBERT COURTNEIDGE'S "THE ARCADIAN'S" COMPANY (SOUTH)—ON TOUR (AUTUMN).



Picture includes MISSES MAGGIE JARVIS, MYSSIE DEVTINE, EILEEN CAVANAGH, and MADGE HAINES; MESSRS. GEORGE HESTER, GUS OXLEY, H. NELSON HANCOCK, FREDDIE BENTLEY and J. S. BLYTHE (Manager).

MR. ERNEST BENHAM'S "OLD HEIDELBERG" COMPANY—ON TOUR (AUTUMN).



From left to right.—Back row: Mr. ROBERT LAWRENCE, Mr. CHARLES GARLAND, Mr. JACK FRAZER, Mr. HARRY MULCASTER, Mr. ARTHUR GREEN, Mr. GEORGE BROWNE, Mr. GLOVER MACRAY, Mr. MANNING SPROSTON. Second row: Mr. ERIC BASS, Mrs. GREEN, Mr. DERWENT GRENVILLE, Mr. IAN WILLI, Mr. CHARLES HARRAN, Mr. ALEX OSSLOW, Mr. MARTIN LEWIS, Mr. PERCY CRAWFORD, Mr. WALTON PALONER, Mr. GEORGE WYLEY. Front row: Mr. SYDNEY HAMILTON, Mr. FRANK POWELL, Mr. OWEN NAREB, Miss KUTTY RIGMER, Mr. ERNEST BENHAM, Mrs. J. W. BRAITHWAITE, Mr. ERNEST BODKIN, Miss FLORENCE PREDDY. (Four members of the company absent.)

MR. HALDANE CRICHTON'S "THE CINGALEE" COMPANY—ON TOUR (AUTUMN).



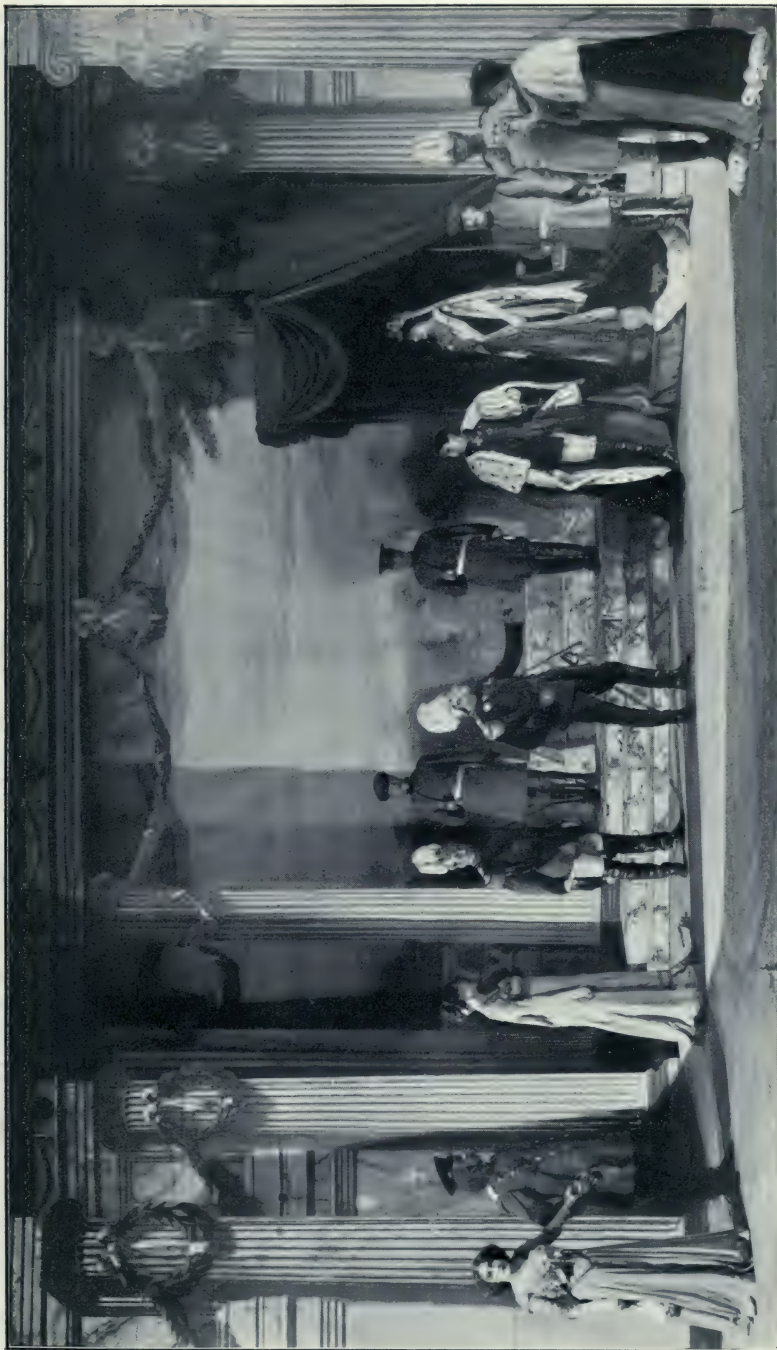
Back row: Mr. BEVAN, Miss HUGHES, Mr. FRANK CRICHTON, Miss CHANDLER, Mr. FRANKLYN, Miss FLORENCE, Mr. LENNARD, Mr. MUNRO, Miss FAIRFAX, Mr. BARCLAY, Miss MADELLE, Mr. WAUDE, Miss RAY, Mr. SUTHAIRD, Misses COFFENAY, PENNELL, RAY, ANDERSON, BOWMAN, GREENSMITH, STONE. Front row: Miss TREVELKIN, Mr. BUCKLAND, Miss WALTON, Mr. BRYON, Miss PITTS, Mr. DAMONT, Miss KNOWLES, Mr. WALSH, Miss COLBOURNE, Mr. GALLEY.

MISS A. E. F. HORNIMAN'S "CANDIDA" AND "CUPID AND COMMONSENSE" COMPANY—
ON TOUR (AUTUMN).



Standing at back: Mr. EDWIN T. HEYS (business manager), Miss MARIE SCHARNING (advance representative), Mr. LEONARD MUDIE, Miss MARSHALL, Mr. ERNEST C. CASSEL (asst. stage manager), Mr. J. A. KEOCH (stage manager), Mr. BURTON (carpenter), Seated: Mr. MIDGLEY RUSSELL (acting manager), Mr. EDWARD LANDOR, Miss ROSALIND IVAN, Mr. LAN MACLAREN, Miss MARIE LEONHARD. In front: Miss WEST SYMES, Miss HILDA DAVIES.

MR. C. WATSON MILL'S "FOR LOVE AND THE KING" COMPANY—ON TOUR (AUTUMN).



The two characters on rostrum at back: Mr. GEO. JONES and Mr. ERN CARLTON. Front row (from left to right): Miss KITTY MELVILLE, Mr. J. K. WOODS, Miss MABLE RAMUZ, Mr. GEOFFREY CHAPEL, Mr. C. WATSON MILL, Mr. BECKETT BOULD, Miss JOAN ELLIS, Mr. CHARLES LANGTON, Mr. W. H. MELROSE, Miss NANA MCCABE.

MR. C. WATSON MILL'S "THE LOVE OF THE PRINCESS" COMPANY—ON TOUR (AUTUMN).



Back row (left to right): Mr. V. MINTON, Mr. W. PALLISER & A. COCK, Mr. BECKETT & BULLD. Second row: Mr. T. LAURENCE DOYLE, Mr. CHARLES O'CONNOR, Mr. JOHN WORTH, Mr. FRANK HARVEY, Mr. CYRIL H. MATTHEWS, Mr. OSCAR POWELL, Mr. EDGAR MORGAN. Seated: Miss JOSEPHINE LEE, Miss MAY BEATRICE, Mr. C. WATSON MILL, Mr. JOHN BURTON, Miss MAISIE HANBURY, Miss MAUDE STEELEN.

MR. LIONEL RIGNOLD'S "WHAT THE BUTLER SAW" COMPANY—ON TOUR (AUTUMN).



Company include: Mr. F. STANLEY, Mr. GEORGE ASCOT, Miss JILLIE ST. GEORGE, Miss NANCY YORK, Mr. LIONEL RIGNOLD, Mr. ROY BYFORD, Miss MAY HAST, Mr. L. LINGARD, Mr. CHARLES FAWCETT, Mr. L. ST. CLAIR, Mr. H. RIGNOLD, Miss HILDA DAVIES, Miss MAHIE DALTRA, Miss Z. GILFILLAN, Mr. REGINALD DUDLEY, Miss C. TENSEN and Miss MOSA GARLAND.

MISS FLORENCE GLOSSOP-HARRIS AND MR. FRANK CELLIER'S REPERTORY COMPANY—
ON TOUR (AUTUMN).



Back row (left to right): Mr. F. SNELL, Mr. GORDON PHILLOTT, Mr. ARTHUR SEATON, Mr. JAMES MASON, Mr. EUGENE WELLESLEY, Mr. FRANK CELLIER, Mr. MAX JEROME, Mr. MURRAY KENNELL, Mr. G. E. HAMEH, Mr. CHRISTIAN MORROW, Mr. HAWKSWORTH DIX. Front row: Miss LILLIE BOTTOMLEY, Miss MARJORIE ALLEN, Miss MADGE SPENCER, Miss FLORENCE GLOSSOP-HARRIS, Miss GERTRUDE GILBERT, Miss GRACE MATHIESON, Miss KATHERINE BURN, and Miss ELLEN WALSHE. (Five members of the company absent.)

"MRS. WIGGS OF THE CABBAGE PATCH" COMPANY—ON TOUR (AUTUMN).

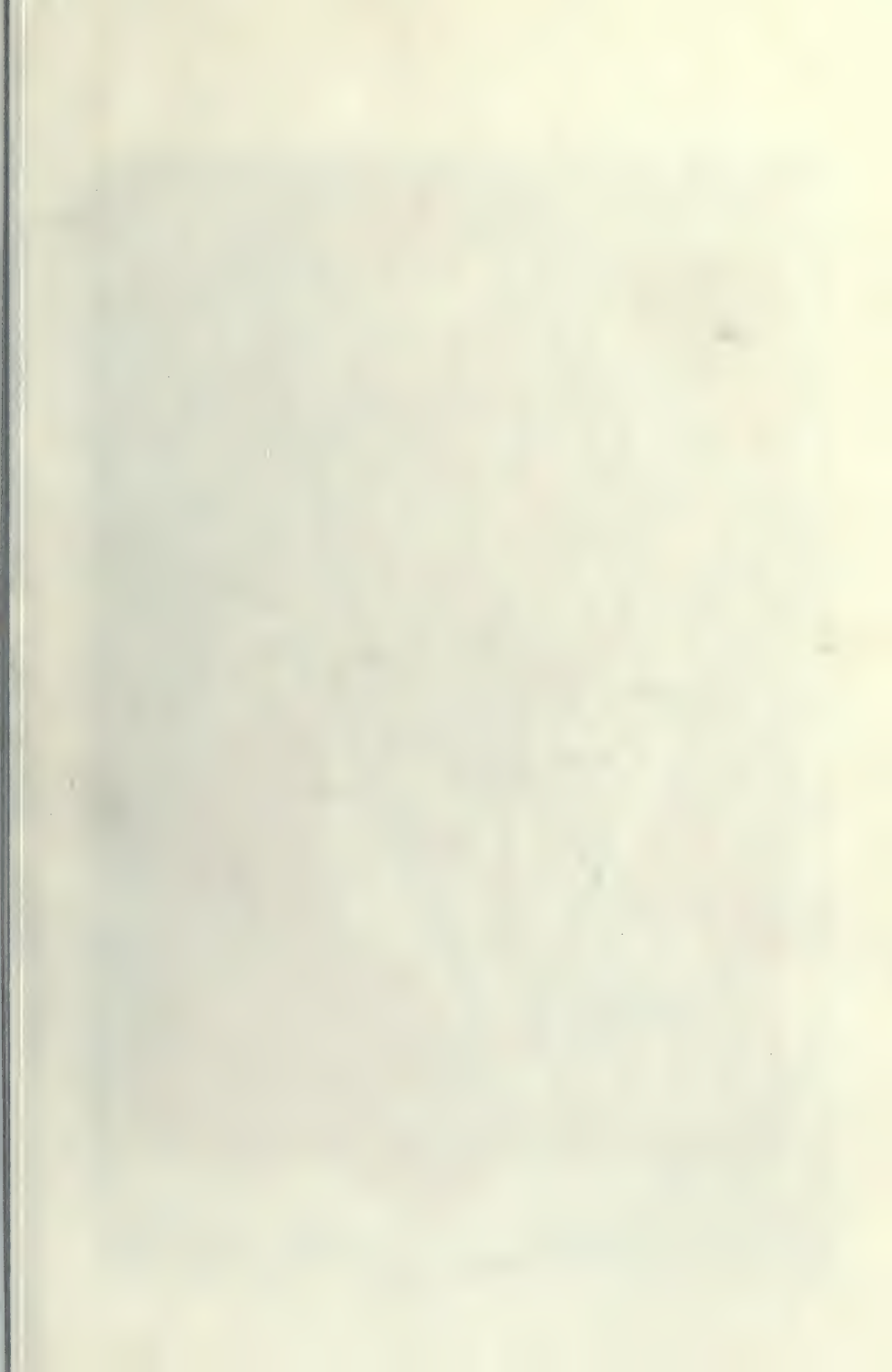


Back row : Mr. H. C. RICHFORD, Mr. H. WILSON. Third row : Mr. WALTER HICKS, Miss FLORENCE MITCHELL, Miss WINDERED MURRAY, Mr. T. N. WALTER, Mrs. T. N. WALTER, Miss EPHIE O'BRIEN, Mr. BATEY HICK. Second row : Mr. ROBIN SHIELDS, Miss SYBIL BROOKE, Mr. ERNEST GRAY, Miss LUCY BEAUMONT, Miss ARMINIE GRACE, Mr. FRED FORREST, Miss VIOLET VIVIAN, Mr. HARRY G. WRIGHT. On ground : Miss VICTORIA HOLMES, Miss MOLLY SHIELDS, Miss DORRIS MURRAY, Miss DORIS BRETON.

MELODRAMATIC PRODUCTIONS SYNDICATE'S "SEXTON BLAKE" COMPANY —
ON TOUR (AUTUMN).



Back row (left to right): Mr. Wilfred Kelley, Mr. Paul Barry Lewers, Miss Lydia Mannington, Mr. Sidney Barnes, Mr. Victor Rorfe. Second row: Mr. A. J. Harding, Miss Elizabeth Watkins, Mr. Murray Forbes, Mr. Edward McLean (charged), Miss Poppy Asquith, Mr. Harry Leach. Front row: Mr. Millar Wilson, "Pedro," the Bloodhound, Miss Dinah Wright.





DAVID ALLEN & SONS, LTD. CHROMOTYPE

THE MONARCH OF MIRTH.

LITTLE TICH.

Drawn specially for "THE STAGE" YEAR BOOK

By ROBERT (BUSTER) BROWN.

THE VARIETY STAGE.

BY W. H. CLEMART.

LOOKING backward at the year 1910, it is a pleasure to note that its record has not been marred by any warlike disputes between artists, agents, and managers. Strikes and boycotts have been conspicuous by their absence, and it is trusted that, for all time, such weapons will remain unfashionable. The wheel of progress, nevertheless, has not ceased to revolve, for peaceful negotiation, which has been made possible by the recognition of the artists' right to be represented by an organisation, has accomplished much that reflects credit on the commonsense of all parties concerned in maintaining the welfare of the music hall industry. The Millennium has not yet arrived, but a few steps have been added to the Jacob's ladder by which it is possible to climb to better things. It is somewhat an open question as to what might be called the event of the year. Two events in particular stand out as being those most calculated to leave their mark on the pages of music hall history, and of having effects which will reach far into the future. The first is the detachment of the interests of Mr. Oswald Stoll from those of the Moss Empires, Limited, and the second is the licensing of all theatrical and music hall agencies situated within the jurisdiction of the London County Council.

COMBINES AND COMPETITION.

For the past two or three years rumours have ebbed and flowed as regards the formation of one huge combine of music hall managements. The public Press has periodically paraded plausible paragraphs informing the world one minute that Mr. Stoll had cornered all the music halls on earth, and the next minute that Mr. Alfred Butt had successfully performed a similar miracle. There is no question of a doubt that serious attempts have been made to bring about that which is, and always has been, obviously impossible, i.e., a great combination of music hall interests. No one probably has made more strenuous efforts in this direction than Mr. Stoll, and his failure to accomplish the task may safely be taken as an indication that the music hall world, of this generation at least, has little to fear that anyone else will succeed where he has not. The only approach to anything which might be called a "Combinette" has been the linking up of what were known as the de Frece and Barrasford Circuits. Owing to the death of the late Mr. Thomas Barrasford, the latter group found itself without a head, which resulted in a working arrangement being entered into with the de Frece group, and the formation early in the year of a company to manage and control the two circuits, under the title of the Variety Theatres Controlling Co., Limited, which in its turn is controlled by Mr. Alfred Butt and Mr. Walter de Frece. It has been more or less definitely or indefinitely stated that Mr. Walter Gibbons is also concerned, but so far as it is possible to judge from outward appearances, the Gibbons' Circuit, officially known as the London Theatres of Varieties, Limited, still pursues the even tenour of its way quite independently, the only visible connecting link being the fact that each company has its offices in one and the same building. The establishing of the Variety Theatres Controlling Co., Limited, has brought Mr. Alfred Butt out of his "lonely furrow" at the Palace into the whirlpool of music hall politics. He is also adding to his responsibilities the management of the new Alhambra, Glasgow, and the new Victoria Palace, Pimlico. He is therefore to be recognised as a new force in the music hall world, and it is to be hoped that his advent will prove of mutual advantage. Beyond this all hope of "combine" is dead, and "competition" reigns in its stead. The world of music hall manage-

ment is split into clearly defined groups which must of necessity compete with each other, not only in regard to public patronage, but also as regards the services of artists. These groups are:—The Moss Empires, Limited, the Variety Theatres Controlling Co., Limited, the Macnaghten Circuit, the London Theatres of Varieties, Limited (Gibbons), and the London halls generally known as the Syndicate halls. With Mr. Stoll's resignation from the position of managing director of Moss Empires, Limited, coming into operation in the early part of January, 1911, there is in addition the Stoll Tour. Mr. Stoll takes with him the London Coliseum, three London halls, and three provincial halls. That is his nucleus to which he proposes adding five new London halls and two new halls in the provinces. Unfortunately for Mr. Stoll and the artists alike, the London County Council thought fit, on November 11, to refuse licenses for the proposed new halls at King's Cross, Kilburn, and Fulham. Twelve months must therefore elapse before there is any hope in that direction, but the facts remain that Mr. Stoll is now a competitor, and that the "Great Combine" has sunk into oblivion, and is likely to remain there.

AGENTS AND LICENSING.

December 2 is another milestone on the music hall highway, for on that day, and for the first time in history, the system of licenses for theatrical and music hall agencies in London came into practical existence. Public bodies move slowly, and the London County Council is no exception to the rule. During the Agency Dispute of 1908-9 a deputation from the Variety Artists' Federation waited upon the Council, and recommended that which became a fact on December 2, 1910. For some time many agents have looked upon the suggestion as an indignity, but time and thought it is believed has changed that opinion, and it is generally recognised that a license from the L.C.C. will be a certificate of merit. That such a system will be beneficial both to the *bonâ fide* agent and to the artists needs no proving. It will raise that which has in the past been nothing but a happy hunting ground for adventurers who have failed in other walks of life, to the rank of an honourable and desirable calling. It can do no possible harm to any but those who deserve harm, and it will make a genuine business of what in some cases has been nothing but a mask for very questionable proceedings.

SUNDAY OPENINGS.

The question of the opening on Sundays of places of amusement "for private gain and by way of trade" is one which has given some concern to those who are engaged in providing the public with its amusement; so much so that it was thought advisable to form a Sunday Defence Committee, consisting of representatives from the Variety Artists' Federation, the Amalgamated Musicians' Union, and the National Association of Theatrical Employees. This step was deemed necessary in the face of the persistent opening on Sundays of the innumerable picture theatres which have sprung up all over the country within the past two years. The matter was vigorously put before the London County Council, and resulted in that body ruling that no places should be open on Sunday except in the interests of charity. The result can easily be imagined. The picture theatres continued to open on Sunday in the name of charity, in many cases the charity being of the kind which begins at home. In the month of May the L.C.C. took action against a picture theatre proprietor on the grounds that he had opened his theatre on a Sunday for private gain. The case was tried at the Tower Bridge Police Court by Mr. Chapman, who on May 24 gave his decision against the London County Council, stating his opinion to be that under the Cinematograph Act the Council had no power to say whether a picture theatre should or should not be open on Sunday. The London County Council entered an appeal against this decision. The appeal was heard in the Divisional Court early in December, the result being that the views of the magistrate were declared to be wrong, and the case was sent back to him for conviction. The representatives of the Sunday Defence Committee moved the following resolution on September 13, at the Trades Union Congress held in Sheffield:—

That this Congress instructs the Parliamentary Committee to assist by deputation and other effective means the national Association of Theatrical Employees, the Variety Artists' Federation, and the Amalgamated Musicians' Union to prevent the opening of places of amusement on Sundays by way of trade or for the personal gain of the proprietors of such places of amusement,

and thus avert the imposition of a compulsory seven days' working week upon employees, artists, and musicians.

The resolution was carried unanimously, and no doubt will be put into operation by the Parliamentary Committee as soon as the political situation will permit.

QUESTION OF MATINEES.

A point of particular interest to the "Variety" profession was finally settled in the Appeal Court on July 20. The question in dispute was whether under the Arbitrator's Award a management, giving a regular *matinée* performance weekly, had the right to notify individual artists that their services would not be required at that particular performance, in consequence of which the artist so notified was deprived of that part of his weekly salary which he expected to draw as payment for the *matinée* in question. An action was entered by the Variety Artists' Federation on behalf of one of its members against the management of the Tivoli Theatre, London, with a view of testing this point. The case was heard in the Westminster County Court, and resulted in a verdict for the artist. The matter was taken to the Divisional Court by the Tivoli management, and the verdict was reversed. An appeal was lodged by the Federation on behalf of its member in the Appeal Court, and that Court confirmed the decision arrived at by the Divisional Court, thus establishing the fact that an artist should not take into consideration, when entering into a contract, the question of what he may be paid for *matinées*, because he has no guarantee that he will be allowed to appear at any *matinées*. An amusing sequel to this case took place at the Thursday *matinée* performance at the Empire, Holborn, on December 8, on which occasion Houdini, the Handcuff King, having been informed by the management that his services would not be required, took the opportunity to slip on to the stage, and told the audience the reason for his non-appearance, with the result that the audience refused to leave the theatre, and the management had great difficulty in preparing for the first evening performance.

NEW HALLS FOR OLD.

The year 1910 marks the final disappearance of two of London's oldest music halls. The Middlesex, Drury Lane, closed its doors on January 11, and the Standard, Pimlico, made its last bow to the public on October 15. They had become old-fashioned and out of date when compared with their more modern rivals, and the spirit of the times demanded their demolition. Whatever their past glories may have been, their future glories are likely to surpass them, for each in its turn is to be rebuilt, and in the near future will take its place amongst the gorgeous palaces which nowadays are considered the only temples suited to the worship of the Goddess of Variety. The New Middlesex Palace will have as its managing director Mr. Oswald Stoll. The New Victoria Palace will be similarly favoured by Mr. Alfred Butt, of the Palace, and in the hands of two such experienced caterers they should meet with such success that no one need regret the peaceful departures of two old public servants which had outlived their usefulness.

OBITUARY.

There are faces, as well as places, which will be missed in the coming year, for 1910 has taken its toll from the ranks of the variety profession. The Variety Artists' Federation has lost thirteen of its members, and three well-known names will never again be seen on the managerial scroll. Mr. Thomas Barrasford died on February 1, to be followed by Mr. Hugh Astley, of the London Pavilion, on June 24, and on July 24 Mr. Henri Gros was taken. Mr. Michael Nolan, the well-known Irish comedian, was the first whose death cast a gloom over the music hall profession so early as January 12, and a celebrated figure passed away on May 1 in the person of Miss Lottie Collins. It is always a sad task to look back on these events, but they are inevitable, and the music hall world cannot escape them any more than any other section of the community.

THE SKETCH QUESTION.

The sketch question came once more to the front early in December. The production of "Richard the Third" at the London Coliseum by Mr. Seymour Hicks did not meet with the approbation of the theatrical managers, and in consequence the management of that house were prosecuted, resulting in a fine of £50 being inflicted. Shortly following the prosecution a conference of theatrical and music hall managers was held, at which the "Concordat" existing between them was reconfirmed, the music hall managers promising to give their "moral" sup-

port in the event of the thirty-minute time limit being exceeded in the future. Neither Sir Edward Moss nor Mr. Oswald Stoll took part in the conference, which fact may mean either something or nothing, especially as no statement has been made regarding their absence, which naturally provoked some comment. Parliament is likely to deal with the recommendation made in 1909 by the Joint Committee of both Houses to the effect that one license should be granted to all places of amusement, but until then the music hall manager will continue to be at the mercy of the common informer.

THE VARIETY ARTISTS' FEDERATION.

The Variety Artists' Federation has made good progress during the year, and is now so firmly established that no one ever dreams of doubting its right to existence. Early in the year three important changes were made in its constitution. The rule prohibiting anyone from joining the Federation who had not earned his or her living on the music hall stage for at least six months was abolished. A new rule was passed which made actors and actresses eligible as members, even though they were not engaged in entertaining music hall audiences, and the position of chairman was changed from an honorary one to that of a permanent official. During the past year 377 new members have been accepted, a net profit of £880 has been made, and the available funds now stand at £2,588. To that amount will shortly be added another £3,000, which is to be realised by the flotation of "The Performer" as a limited company, the shareholding being limited to members only. With close on £6,000 at its disposal, the Federation will be a power to be reckoned with, for it is well known that the Federation does not hesitate to spend if the cause be just.

Taking everything into consideration, the music hall outlook is distinctly encouraging, and the variety artist who has a good "act," and who has not been so foolish as to book too far ahead, should look forward with certainty to a golden future in 1911. New halls have been opened, and others are going to open. That means competition, and competition means more work and better salaries for the artists





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THE ACTORS' ORPHANAGE FUND.



GARDEN PARTY AT THE BOTANIC GARDENS IN JUNE.

MISS VANE FEATHERSTON, MR. GEORGE ALI, MISS CONSTANCE COLLIER; MISS ALEXANDRA CARLISLE;
 MISS JESSIE BATEMAN; MR. A. J. AUSTIN (Hon. Sec.) and MR. CHARLES CRUIKSHANKS;
 MISS WINIFRED EMERY and MISS EVELYN MILLARD; Group including MISS ROSALIE TOLLER,
 MISS STELLA PATRICK CAMPBELL and MISS LILIAN BRAITHWAITE; MISS MARIE LÖHR; MISS IDA LYTTON.

THE ACTORS' ORPHANAGE FUND.
GARDEN PARTY AT THE BOTANIC GARDENS.



"The Pick of Oakum" Cast, including MESSRS. CYRIL MAUDE, KENNETH DOUGLAS, HARRY NICHOLLS, LENNOX PAWLE, and LIONEL RIGNOLD; MISSES HILDA TREVELYAN, CLARE GREET, and MADIE HOPE.



"LORD" GEORGE GROSSMITH, jun., and his Circus Company, including Mr. EDMUND PAYNE, Mr. FRED PAYNE, Mr. ROBERT HALE, Mr. FRED EMNEY, Mr. W. STEPHENS, Mr. W. H. BERRY, and Miss GLADYS HOMFREY.

THE ACTORS' ORPHANAGE FUND.
GARDEN PARTY AT THE BOTANIC GARDENS.



Hairdressing and Hat Trimming.

Group includes Miss Phyllis Broughton (who directed the competitions), Mr. Fred Wright, sen., Miss Sybil Arundale and Miss Grace Arundale.



Mr. Brandon Thomas and his helpers, including Mr. Cecil Barth, Miss Grace Vanna, Mr. F. J. Arlton and Mr. Roy Byford, outside the "Theatre Royal."

THE ACTORS' ORPHANAGE FUND.
GARDEN PARTY AT THE BOTANIC GARDENS.



Outside the Palace de Luxe.

MISS MAY WARLEY and MR. FITZROY GARDNER in the foreground. Among those at the back are BURT SHEPHERD, GEORGE ALI, WILSON HALLETT, BILLY MERSON, DAVE O'TOOLE and ALF CRUICKSHANKS.



Jarley's Waxworks.

The picture includes MISS FRANCES DILLON, MR. ROBERT WHITE, jun., MR. NELSON KEYS, MISS LYDIA RACHEL, MR. J. H. BREWER, MISS AMY FAUCHETTE and MR. CLARENCE BLAKISTON.

THE DRAMATIC YEAR IN PARIS.

BY THE PARIS CORRESPONDENT OF "THE STAGE."

THAT there is no falling off in the number of writers working for the stage has been shown by the long list of plays produced in Paris during the year just ended, those in three, four, or five acts having amounted to more than 100, and the one and two-act new pieces to about half that number. It has happened, however, that literary excellence has been looked for in vain from many of the best-known men, whilst it has been discovered in the plays of budding dramatists, and, most remarkable of all, in one or two cases, by women. Indeed, the talent for literature is undoubtedly increasing amongst women in France as in England. At all events, the year 1910 brought to the front in a dressmaker named Marguerite Andoux a very clever novelist, whilst in Marie Lenéru a deaf and dumb dramatist of talent was unearthed, and Mlle. Darsenne—who had already distinguished herself by her adaptation of Giacosa's "Comme les feuilles"—has accomplished another successful adaptation from the Italian.

THE BETTER-KNOWN DRAMATISTS.

Several of the most popular writers are missing altogether from the year's list, amongst them being Maurice Donnay, Paul Hervieu, Abel Hermant, and Henri Lavedan, but others, like Romain Coëlus, Tristan Bernard, and Henry Bataille, have been exceptionally industrious with two new productions each. The novelist, Paul Bourget, who has only lately taken to play-writing, has also given two plays, "La Barricade" and "Le cas de conscience," in the last-named of which, however, adapted from his novel, "Les deux sœurs," he had the valuable assistance of Serge Basset, of "Le Figaro." Alfred Capus, late in the autumn, furnished Lucien Guitry with a rôle completely suited to that actor's methods in "L'Aventurier," which is still running at the Porte-St.-Martin. It is a point worthy of note that although the dramatic output was large in 1910, it was a year also of long runs—notably, at the Porte-St.-Martin, the Gymnase, and the Bouffés-Parisiens—which means, of course, that some of the other theatres had persistent ill-luck. This last remark applies particularly to the Réjane and Sarah Bernhardt Théâtres, at neither of which was the talented lessee able to secure successes. Indeed, the money these artists make touring must be swallowed up in their theatres. Whatever opinion may come to be chronicled respecting the dramatic year of 1910, the Paris of January last we can all easily recall, for we had the floods to begin the year with, and these will always be associated in our minds with the preparations for "Chantecler's" first crow. For something like seven years Edmond Rostand's play had been talked about, till some of us had become sceptical about its production; and when at last it was in rehearsal the Seine began its rising, and Parisians had to take to boats. Fortunately, the city recovered itself in time for M. Rostand, and we were able, when the "première" was given, to reach the theatre in the customary motor or taxi.

NEW AUTHORS.

The successful plays of the year written by comparatively new authors include "Mon Ami Teddy," by Rivoire and Besnard; "L'Enfant du Mystère," by Allévy and Joullet; "Le meilleur moyen," by De Nion and De Buvsielux; "Le Marchand de bonheur," by Kistemaekers; "Les plus beaux jours," adapted from the Italian by Mlle. Darsenne; and "Les affranchis," by Mlle. Marie Lenéru, only to mention a few. Amongst the very long runs I must cite Henry Bataille's "Vierge

folle," "Chantecler," of course, Richepin's "Xantho chez les courtisanes," de Flers and de Caillavet's "Bois sacré," "Comme ils sont tous," by Aderer and Ephraim, and "César Birotteau," which was an admirable adaptation from Balzac by the talented Emile Fabre. Of five-act plays we have had but few, which will rejoice the soul of Maurice Donnay, who, in his preface to Edmund Stoullig's thirty-fourth volume of "Les Annales du Théâtre et de la Musique," says that "the five-act play, which was in a bad way towards the end of the nineteenth century, died at the beginning of the twentieth." And, if things go on as at present, he considers the fourth act will follow the fifth into the tomb. What strikes one very forcibly in Paris is the growing taste for foreign plays, and particularly for Shakespeare. A Belgian production, "Le Mariage de Mlle. Beulemans," was so successful during the summer season at the Renaissance that when the time came for the theatre to be surrendered to M. Tarride on his return from America, arrangements were made for the play to be transferred to the Réjane Théâtre, where it is still running. Another feature of interest has been M. Camille de Sainte-Croix's series of Shakespearean plays that met with considerable success. It can no longer be said that Shakespeare is not understood or wanted in France, his plays have only to be mounted well for the public to rush to see them. Instances abound in the continued popularity of "Hamlet" at the Comédie-Française, the mounting of "King Lear" at the Antoine, the triumph of "Julius Cæsar" at the Orange Fêtes, or the production of "Romeo and Juliet" by M. Antoine at the subventioned Odéon. And with what enthusiasm the critics wrote of all these productions! In their researches some of them marvelled at Shakespeare having been so little known in England in the seventeenth century, one of their number imputing it to Addison almost as a crime not to have included Shakespeare in his list of the best English poets. Lamartine and Victor Hugo have also been recently quoted on the subject, the former for having said that if, perhaps, there was more art in Racine, there was certainly more nature in Shakespeare, and the latter for not being able to find spots on the sun. As a matter of fact, this French romanticist described Shakespeare as the incarnation of fertility, force, exuberance, and vigour. The great English writer has, therefore, never been belittled by Frenchmen, and, to return to M. de Sainte-Croix' scheme for giving solitary representations, it is not a little astonishing that he should have found so many artists willing to learn long rôles for a single performance. The thanks of the theatre-loving public are due to this gentleman for the enterprise he has shown.

MUSIC.

There is no falling off in the public taste for good music in Paris, of which there is always an abundance. The two subventioned Opera Houses have played to good audiences all the year, the new productions at the Grand Opéra having been André Gailhard's "Fille du Soleil," Richard Strauss's Salome (with Mary Garden and the tenor, Muratore, in the leading rôles), and "Le Miracle," by MM. Gheusi, Mérané, and Georges Hue, which had its first hearing on December 30. Of the reproductions—which were numerous—Gluck's "Armide" was the most interesting. At the Opéra Comique, where appreciative audiences can always be reckoned upon, Samuel Rousseau's "Leone" (from the novel by Arène), composed many years ago, had its first production. Then the Gaité, under the direction of the Isola Brothers, gives grand opera at popular prices; whilst the Trianon-Lyrique, directed by Félix Lagrange, has a long repertory of grand opera, such as "Fra Diavolo," and operettas of the stamp of "Le Pré aux Clercs," "Mam'zelle Nitouche," "Le Voyage de Suzette," and "Le Petit Duc." But the operatic event of the year was the visit paid in the spring by the Metropolitan Italian Company from New York, which, with Caruso, Toscanini, Scotti, Amato, and Destinn, sang for a month and four days at the Châtelet in "Aïda," "Falstaff," "Otello," and "Manon Lescaut." The gross receipts, with the gala performance they gave at the Grand Opéra, amounted to £42,723, which was an average of rather more than £2,083 for each representation. The figures are a record, I believe, not only in France, but in America.

As regards musical comedy, the home of which is still the Apollo, its popularity shows no sign at present of diminishing, for, in turn throughout the year, M. Franck has put up "The Merry Widow," "Rêve de Valse," "Hans le Joueur de Flûte," and "Malbrouck s'en va-t'en Guerre."

For the unsophisticated masses who delight in melodrama but small provision

THE PARIS STAGE.



Mlle. DIRYS,
Of the Théâtre Michel.

[Reutlinger.]

THE PARIS STAGE.



MLLE. JANE FABER

[Reutlinger.

As Madame Briez in "Les Marionnettes" at the Comédie-Française.

THE PARIS STAGE.



Mlle. PRINCE

As Madame Fauchel in "Le Bois Sacré" at the Variétés.

[Reutlinger.]

THE PARIS STAGE.



MLLE. GENEVIÈVE VIX

In the name part of "La Tosca" at the Opéra-Comique.

[Reutlinger.]

was made, owing to the fact, no doubt, that the taste in this direction has been gradually changing of late years. The playgoers who used to delight in Ambigu and Porte-St.-Martin melodrama now patronise the more modern dramas produced with such thoroughness by M. Gémier at the Antoine, and the "Sherlock Holmes" and "Arsène Lupin" plays have also engaged their attention, as well as the productions of the Théâtre des Arts, to which I shall refer again presently.

To return, however, to the subventioned theatres, the place of honour must be assigned to the

COMEDIE FRANCAISE.

which continues to gain "prestige" under the able administration of M. Jules Claretie. It is twenty-five years since this gentleman succeeded to M. Perrin, and, though there have been difficulties connected with his position that must often have made him hesitate about remaining at his post, by the exercise of tact, which he possesses in an eminent degree, he has succeeded in retaining the good opinion of every member of the staff. In fact, at the celebrations which took place at the theatre in October to commemorate his quarter of a century of management it was made manifest that the entire "personnel" held M. Claretie in very high esteem. The authors who have had the good fortune to be performed at the Comédie Française include Henry Bataille, Miguel Zamacois, Pierre Wolff, Aderer and Ephraim—who collaborated over "Comme ils sont tous"—and Basset and Paul Bourget—who, in "Un Cas de Conscience," made a most pathetic little drama of Bourget's novel, "Les Deux Sœurs," wisely giving it a less painful ending than the story had in book form. The case of conscience of the title is the difficulty in which a doctor finds himself when called in to attend a dying man. It is evident the patient has only a short time to live, and, apparently, he has only just discovered that one of the three sons reared by his wife is not his child at all. Having failed to obtain a full confession from her, he has by telegraph summoned all the boys to his bedside with the intention of revealing to them the story of their mother's shame. Thwarting an invalid in such a weak condition might bring on a fatal seizure, so the doctor considers it his duty to let the young men enter the sick chamber on their arrival. The seizure, however, comes, and, mercifully for the wife, before the dying man has had time to do more than greet each boy affectionately in turn. Albeit pathetic, the play is, in a measure, incomplete, for we had known nothing of the wife's earlier life or whether she had been a good mother. As we see her she seems to have lost all but the power to suffer. However the part gave Mlle. du Minil an opportunity that does not often come her way, and Paul Mounet as the dying Count was also excellent.

It is in a light and easy form that MM. Aderer and Ephraim, in "Comme ils sont tous"—which was acted by the younger members of the troupe—examine the dangers that sometimes threaten the peace of married couples. I refer to the unhappiness caused by a husband's infidelity. It is, of course, possible for a man to retain a very strong affection for his wife, in spite of certain lapses he may have committed. The question then arising is should the wife be tolerant or pitiless? The theme is open to more than one solution, and the dramatists have not had the pretension to exhaust it. They have, however, touched upon it lightly and agreeably, and the characters drawn are by no means void of truth. Without being very deep studies, they live before us, and this I hold to be an essential consideration in all plays. It is not enough for a dramatist to study the stage; he must study life also, or he runs the risk of degenerating into mere verbiage. The authors of "Comme ils sont tous," in effect, put the dictum before us that man is only a monogamist by a tremendous effort of will. polygamous instincts being, as a rule in his blood; and their ruling would seem to be that the wife's best policy is to forgive.

It has so happened that few of the dramatists whose plays were given on the classic boards of the house of Molière were seen at their best, notwithstanding the perfect interpretations they had. There was Henry Bataille, for instance, whose "Femme Nue" and "Le Scandale" of the previous year had led us to look for much from him. In "Le Songe d'un Soir d'Amour" he seeks to interest us in a man who, having been desperately in love with a woman who had left him, continues to love her in spite of all the efforts he makes to forget her. He has been ready, when a handsome woman crossed his path, to entangle himself again. But even this device does not answer, for the phantom of his old love is constantly coming between them. It is visible to him, but not to his companion, and, for an

apparition to be seen by one of two characters on the stage and to be heard by him whilst remaining invisible to the other, is a fiction that can be trying to the spectator. M. Bataille had all the help possible from Mme. Bartet as the Phantom, whilst Mme. Sorel and M. Grand were the Elle and Lui of his poem, but it was not a very convincing production. Nor need very much stress be laid upon M. Zamacois' "Fleur Merveilleuse," from which the critics should not have expected more than the author intended. It was evidently not a psychological play he designed; scarcely is it symbolical, being more a fairy tale conceived by one of the most graceful of poets, for Zamacois possesses in an eminent degree imagination, fancy fervour, and, when he chooses, lyricism. Built a little upon the same plan as "Les Bouffons," the dramatist's latest comedy contains innumerable little pearls strung into the plot of a very light story. The resulting impression is rather complex, for the reason that it is at once sympathetic and yet embarrassing. M. Zamacois is a very accomplished writer, whose verse is always dainty, but we should have been glad to feel more interest in his characters—to see them live a less imaginary life. However, he chose to produce a "conte" instead of a real theatrical play. If he could be induced to abandon his present style and turn to satirical comedy in verse he would ensure a large following, for there is an opening for a humorous poet in Paris.

No doubt both the critics and the public are alike exacting respecting Comédie-Française productions, if only for the reason that it is spoken of as the first theatre in the world, and without wanting to convey the idea (which would be erroneous) that no very noteworthy play was given here in 1910, I shall be within the mark in saying that they were only of average merit. And this remark applies even to Pierre Wolff's "Marionnettes," which had its first hearing in October. Expectation ran high respecting this author, whose "Ruisseau" achieved a triumph at the Vaudeville a couple of years ago, but in choosing for his theme a husband who detests his wife, deceives her, and even tortures her, to come back to her subsequently when piqued by jealousy, the dramatist contented himself with a commonplace story enough. Still, he contrived to put observation and truth enough in it for it to prove interesting. Pierre Wolff, as a rule, appeals to the intellect rather than to the emotions, yet his "Marionnettes" contains a deal that is not only human but charming. What playgoers most want is a glimpse of life. They may not be sticklers for a given angle, only there must be truth in the picture if it is to give satisfaction. Some of his characters are admirably drawn, others are sketched in strong colours, with the idea presumably of adding force to the play. Where, however, this particular dramatist never fails is in the sparkle of his dialogue. Indeed, one of the critics said in writing of this play that the characters all gave one the impression of having drunk champagne and of talking under the excitement of this sparkling wine.

Besides producing some half-dozen new plays, and several one-act pieces (the most important of which were Victor Margueritte's "Imprévu" and André Beaunier's "Limites du Cœur," something after the type of de Musset's "Caprice"), M. Claretie devoted a great deal of energy to the repertory and the revival of popular plays. For the Molière anniversary in January Ponsard's two-act comedy, "Le Mariage d'Angélique," with Molière as the hero, was unearthed, and Florian's "Bonne Mère," in the same month, served to show Mlle. Lifraud at her best as Lucette, for the actress looked like a dainty Saxe statuette. Revivals took place also of "L'Ami Fritz" and "Le Monde où l'on s'ennuie," two plays that are at the antipodes of each other, for they vary in subject and in form, as well as in the style of the characters, and the temperament of the dramatists. But they have one trait in common, and that is psychological exactitude, the gift of analysing the characters. One play belongs to the village, the other to Paris. "L'Ami Fritz" is an idyll, "Le Monde où l'on s'ennuie" a satire. Other revivals were "Les deux Ménages," dating from 1822, which should now be acted in the costumes of the period; de Musset's "Chandelier"; Molière's "Comtesse d'Escarbagnas," which had not been seen since 1861; "Adrienne Lecouvreur," with all its artificialities; Augier's "Adventurière," dating from 1848, which recalled the one and only performance given of Clorinde by Sarah Bernhardt in 1880, when, objecting to the criticisms passed upon her, she sent in her resignation; and Courteline's "Bourbourche," which in the hands of M. Silvain proved heavy. Nor was Mlle. Lara, another talented *sociétaire*, seen at her best as Adèle. My own opinion was that the play was not in its right frame at the Comédie-Française, and the same remark applies to Tristan Bernard's one-act comedy, "Le Peintre



MISS ISADORA DUNCAN and her Pupils

By permission of the Artist, A. F. GOREVET, and the Editor of "L'Illustration," Paris.

Exigeant," played at the same time. Probably, however, if farces like "Le Médecin malgré lui" and "Le Mariage Forcé" were produced to-morrow at the Comédie-Française, the same criticism would apply.

THE ODEON.

Happily better results than in previous years attended the efforts of M. Antoine at the subventioned Odéon, particularly in the direction of Shakespearean plays, for which he has an avowed predilection. In April this manager followed up his production of "Julius César" with that of "Coriolanus," which he selected owing to its treasures of logic and truth. The adaptation was faithfully carried out by M. Sonnies. The version of "Romeo and Juliet," given in December, with the text no less closely followed, was accomplished by M. Louis de Gramont. The public listened to this play with admiration and sometimes with emotion, but I noticed towards the end a certain lassitude creeping over the audience. A Shakespearean adaptation is not an easy task, and the dialogue is perhaps too profuse in parts of this particular tragedy for a verbatim translation to be acceptable. Credit is, however, due to M. Antoine, for he has undoubtedly raised the tone of the house by his recent productions. Early in the year he revived Racine's "Phèdre" and Pradon's "Hippolyte," the leading feature of which was formed by the conferences on the two writers' styles given by Charles Martel. Then came "Antar," by a poet of Oriental origin named Chekri-Ganem, which owed what success it obtained to the voluptuous melodies scored for it by Rimsky-Korsakof, including the Bayadères' dance. Plays with a blending of the two arts invariably gratify the public. The increasing vogue of Daudet's "Arlésienne" is an instance in point. It was also the incidental music which formed the chief attraction of Bouchardy's "Lazare le Pâtre," which M. Antoine revived early in the year, and credit reflects on him also for having mounted Balzac's "Ecole des Ménages," even though it proved to us all that it was not as a dramatist this writer most excelled. It is a talent Balzac would no doubt have acquired if the dream he cherished in 1837 of seeing "L'Ecole des Ménages" produced had been realised. That he had a hankering for the stage, which he hoped would bring him in the fortune he was looking for, is shown in a letter written to his friend Perémé, in which he wrote: "Nothing but the truth is possible on the stage, as I have endeavoured to set it forth in my books. It is not given to Victor Hugo, whose talent turns to lyricism, nor to Dumas, who has passed it never to return to it. I have been working for the stage for ten years, and I know I have several fortunes in my pigeon-holes, but it is difficult to make others think with me." Disappointment was also felt over MM. Leloir and Nigond's "Mademoiselle Molière," which was not treated with breadth enough. This was more a series of tableaux than a well-knit drama, and did not justify the promise of the title. There is nothing easier than to turn the life of some celebrity into tableaux, and nothing more difficult than to endow these tableaux with life. The genius of a Shakespeare could animate them, but they lack interest when they appear sketchy or merely anecdotic. In dealing with historical characters a dramatist has to consider what characteristics to give them, and M. Nigond blundered in this direction, for "Mademoiselle Molière" contains anachronisms. Maurice Donnay is said to be writing about Molière and Armande in his next play. He is sure to be interesting. A very favourable impression was created by the production of Mlle. Darsenne's adaptation of Traversi's drama, which has had such success in Italy. The character of the old Duke in "Les plus beaux Jours" can hardly have been more diverting in the original than Mlle. Darsenne has made him. Duquesne in the rôle set the audience laughing, and M. Cooper and Mlle. Sylvie contributed not a little to the success of the play, which was given with Gabriel Trarieux's "Un Soir." This piece produced rather an irritating effect, for it began and finished badly, with just a few minutes of real emotion which was treated freshly in the middle. Another Odéon success was obtained by a lady in "Les Affranchis," which bears the signature of Marie Lenéru. The two first acts appeal to the intelligence rather than to the heart, but the tragic note is sounded later, when the two students and comrades, who ought to belong to each other, stand separated by the woman's scruples. The drama recalls in a measure the struggle between Polyucte and Pauline, and will be remembered as having called forth splendid acting on the part of Mlle. Ventura, M. Desjardins, and Mlle. Gilda Darchy.

THE PORTE-SAINT-MARTIN.

Having given the first place to the State-subventioned theatres, I come to the

much-discussed "Chantecler," which it had been for years the late Constant Coquelin's ambition to play. It is doubtful whether, in our time, a play has excited such controversy as Edmund Rostand's play evoked before as well as after its production. The spectator, in enumerating the performers in the drama, would, perhaps, do well to begin by remembering their respective characteristics. The cock, for instance, stands for the artist, and is convinced of the divinity of his mission. The blackbird personifies insolent pessimism, the dog is full of native goodness and possessed of useful courage, and the night birds typify obscurity, ferocity, and hatred of light. Then there is the peacock, full of pretentiousness and snobbism, the guinea fowl, devoured by vanity and worldly frivolity, whilst the hen pheasant represents the eternal feminine—woman with all her seduction, her grace, her perfidy, and her coquetry. Considered in its broad lines the play, if the characters were stripped of their plumage, would be simple and even commonplace. It is the form that gives value to an idea, and miracles are worked by poetry which often not only transfigures, but illuminates and gives colour and relief. "Chantecler" is full of symbols. To enumerate them I should have to recall each scene and quote each verse. Not only are the characters symbolic, but so are the centenarian oak trees, and the scenery. There are symbols everywhere—symbols of tragedy, of sentiment, and of philosophy. The play is not destined to have the colossal success obtained by "Cyrano de Bergerac," but in it Rostand again reveals himself as a man with a love of virtue and greatness, and he appeals to those possessing a latent love of the ideal. If "Chantecler," as a leading critic described it, is to be compared to a forest abounding in melodies and perfumes, it is one that, for its due appreciation, should be thoroughly explored, but I am not able to follow M. Brisson further, and say that as you get familiar with it it envelops you, as does a Wagnerian symphony, with an indefinable charm. Undoubtedly it is the work of a poet of genius; in fact, Rostand seems at times to have too much talent, and is occasionally led into an excess of verbosity, which has an irritating effect upon listeners. The drawback of a playgoer having his attention drawn to the defects of a drama is that he is capable of overlooking its merits. Whilst on analysis one realises wherein lies the genius either of Shakespeare, Victor Hugo, Lamartine, or Verlaine, it is not easy precisely to define that of Rostand. None of his gifts, considered singly, approaches to genius. But what is extraordinary about him is the combination of aptitudes that he has, for it is a combination not ordinarily found in one man. The passion existing at the present time concerning the stage is sometimes made a subject of reproach, but things were much the same under Louis XIII., for instance. "Phèdre" made as great a sensation and excited almost as much curiosity as did "Chantecler," and if there had been daily papers published in those days they would assuredly have dealt with the Racinian tragedy. Rostand's play, I have all along remarked, received more patronage from visitors passing through Paris than from the Parisians themselves, and I have not yet come across anybody but critics having seen it a second time. Requiring as it did abnormal stage mounting, the conception of such a play involved risks for the author, but the poet preserved him from the ridicule that might have resulted in the case of a less gifted writer. As regards the interpretation, M. Rostand had every reason to regret that Coquelin was not there for the name-part, which requires, above all, "panache," an attribute which Coquelin had, and which is completely outside Lucien Guitry's style. In fact, Guitry accepted a task he could only have satisfactorily carried through by completely suppressing his own personality. Guitry is justly considered one of the best actors in Paris, but when, as in this case, a rôle is diametrically opposed to his temperament, he is not equal to the strain of keeping his own nature in the background. The rôle was subsequently taken up by Pierre Magnier, who, in his turn, was replaced by M. Joubé, whilst half a dozen other actors played the part on tour with results that were not more satisfactory. However, in Alfred Capus's "Aventurier"—which early in November, took the place of Rostand's "Chantecler" on the Porte-St.-Martin boards—M. Guitry had a rôle exactly suited to his quiet, but forceful manner. The adventurer of the title is not an adventurer in the ordinary acceptation of the word, but a man who, after seeking and making a fortune in the colonies, returns to his own province and seeks out the relatives he left when he started on his travels. His old uncle at first looks at him with suspicion, for he has recollections of having been the young man's banker in the old days. But the returned wanderer repays the 30,000 francs that had been advanced to him, and presently he is called upon to save his relatives

THE PARIS STAGE.



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MLLE. CARLIS

[Reutlinger.]

As Lola Prune in "Le Phénix" at the Nouveautés.

THE PARIS STAGE.



Mlle. RENOUART

In "Bigre," a *revue* by Rip at the Fémina Theatre.

[Reutlinger.]

THE PARIS STAGE.



MLLE. LANTELME

[Reutlinger.

As Ginette Dubreuilh in "Le Marchand de Bonheur" at the Vaudeville.

THE PARIS STAGE.



Mlle. MONNA DELZA

[Reutiinger.]

As Diannette de Charance in "La Vierge Folle" at the Gymnase.

from ruin, for the old man's only son has been speculating on the Bourse and the capital of the business is all but exhausted. The play contains some strong scenes between Etienne Ranson and his cousin's young wife and sister, the latter of whom has struck Etienne's fancy, but, above all, it serves to show, in the character filled by Guitry, that it is by his revelation of a man's mind that the dramatist best holds our attention.

THE GYMNASE.

Though Henry Bataille, as already implied, did not reach his customary high-water mark in "Le Songe d'un Soir D'Amour" at the Comédie-Française, he showed in "La Vierge Folle"—which practically held the Gymnase bills all the year—that by the sheer force of his sensibility he has acquired the art of charming his audience. He is a poet who idealises everything, turning paste into diamonds and peasants into Princesses. There is no doubt that if the wife in this play had been modelled by a realistic author, even though given the same heroic sentiments, without the "je ne sais quoi" that she owes to this particular writer, she would probably have appeared ridiculous instead of being sublime. I can even imagine such a woman irritating the female portion of the audience, who would be in revolt against a wife taking her husband's infidelity so quietly. But there is an atmosphere of sympathy throughout the play. The suicide of Diane, however, would have been more feasible had she thought herself supplanted by the wife, for it is difficult to understand the motive impelling her to such an act in face of her lover's fresh admission of his preference for her. But as the play stands it reflects pretty correctly the qualities and weaknesses of M. Bataille's temperament in which psychological penetration is blended with sensitive emotions and delicate nerves. When a play possesses absolute merit it is futile to seek to establish the exact balance of its qualities or defects, for experience teaches us that the latter are soon lost sight of if the qualities turn it into a popular success. A passing mention will suffice for André Picard's "Fugitive," produced very late in the year, and containing some of its author's best qualities.

THE VAUDEVILLE.

M. Porel, of the Vaudeville, is also to be congratulated upon the general success of his productions, though Paul Bourget's "Barricade," which was well received by the first-night audience, did not hold the bill long. This happens to be the first of the author's plays not taken from one of his books, and it is a struggle between employers and employed, in which the latter are vanquished. Workers, he seems to say, want direction, and need also to be protected against themselves, and it is the business of the masters to do this. "Le Costand des Epinettes," by Tristan Bernard and Athis, which followed in April, was something of a paradox owing to the varying types of which it is composed, but the spectator could enjoy the gratifying sensation of feeling that he was not only living in an atmosphere where human beings love and suffer, but that he was the witness of their acts of violence or affection. Kistmaecker's "Marchand de Bonheur," produced in October, amused, interested, and in certain scenes moved us, for it is made up of truth and artifice, pessimism and optimism, realism and romanticism. It is, in short, the work of a man with a talent for the stage. Mlle. Lantelme, who is in request everywhere, made a tremendous hit in the principal character, which is anything but that of a duchess cradled in Mayfair. A success must also be recorded for Pierre Frondaic's "Montmartre," produced as the work of a dramatic debutant in November. Some of the characters are mere silhouettes, but the play is ingenious, and contains several strong scenes. The story deals with the life of a woman who is taken from her old haunts in Montmartre to live in respectability with a man she has met. And what was to be expected happens. Her old life suited her best, and she is drawn back to it. The subject recalls "La Vie de Bohème," "Sapho," "Carmen," or "La Dame aux Camélias," and M. Frondaic's Marie-Clare, though well drawn, lacks originality. But he may be encouraged to try again.

THE VARIETIES.

During the Seine overflow, "Le Rubicon" was, by the courtesy of M. Samuel, brought from the flooded Théâtre Michel to the Boulevard Montmartre, where its success was continued till the stage was needed in March for the production of de Flers and de Caillavet's "Bois Sacré." This ran through the year, and has owed its popularity to the artists even more than to the dramatists. It is puzzling.

in fact, to say what would remain of the character of Zakouskine without Max Dearly to interpret it. From the way, however, in which the dramatists have sketched Francine Margerie it is evident that when it pleases them to write a real comedy they will easily attain their object, for they can be perfect psychologists when they choose. "Le Bois Sacré," having drawn large audiences for many months, must for record purposes be spoken of as one of the acting successes of the year, but the theme of whether or not a woman should be awarded the Legion of Honour was worthy of treatment on the plane of high comedy. MM. de Flens and de Caillavet preferred apparently to continue the style of audacious wit they have so profitably pursued for several years. The story being short as it stood, they interpolated a sort of pantomime in the second act, with a dance in the third for Eva Lavallière and Max Dearly. With two such nimble artists as these in the cast, there was no reason why their special talents should not be brought into relief, but it set one wondering whether, if they had been acrobats or trapezists, the dramatists would not equally have adapted their story to the performers. No *tour de force* comes amiss to these collaborators, but the balance of a play suffers necessarily by such a proceeding, for what happens is that we forget the character and see only the performer.

THE RENAISSANCE.

This theatre also has had a prosperous year, for only three plays were needed to keep it going from January to December, and in reality two would have been sufficient, but the Belgian company, with "Le Mariage de Mlle. Beulemans," had to make way in October for the lessee, M. Tarride. The year commenced with "Une Femme Passa," in which Romain Coûlus sets forth with remarkable sobriety and force of style a case of passionate psychology, which is at once original and thrilling. The story is that of a nerve specialist's passion for a fascinating woman, whom we presently learn is also the mistress of a young army officer. The latter, who is on the verge of suicide on finding an unsigned letter in the lady's rooms which could only have been written by a lover, consults Dr. Darcier as to his condition, and in the course of conversation reveals the cause of his mental breakdown, and even produces the incriminating letter, which turns out to be the doctor's own. A sort of fatality has reduced two clever men to a terrible condition, and the dramatist has drawn his two women, the doctor's wife and the other lady also with a clever hand. Suzette Sormain betrays her lovers from sheer irresponsibility, and it is quite possible that Darcier's grief touches her. She is a woman who yields without reflection, and is cruel without intention. The character of the wife, on the other hand, which is made up of abnegation, is exquisitely drawn. The play held the bills till the summer vacation, and then the Belgian company gave the audience plenty of opportunity for mirth, which has been kept up since by M. Tarride as the astute American millionaire, invented by André Rivoire and Lucien Bernard in "Mon Ami Teddy."

SARAH BERNHARDT THEATRE.

Touring most of the year herself, Mme. Sarah Bernhardt, nevertheless, appeared in one or two of the plays she mounted, with, I regret to say, very poor results. We were told that Benelli's Italian play, "La Befia," had been a huge success in Italy. All that I can say of it is that, in spite of Sarah Bernhardt's intensity of acting, it excelled in horror the old Greek tragedies, and proved a very sombre performance. Nor did Emile Bergerat's "Vidocq," which was written in 1904 for Constant Coquelin, have a better fate. Albert du Bois' "Conquête d'Athènes," in spite of its magnificent mounting and good acting at the hands of M. de Max, likewise had only a few representations, which was all that was obtained by Alfred Binet and André de Lorde's "Homme Mystérieux," produced in November. These dramatists made their play a marvel of mechanism, somewhat in the nature of an instrument of refined torture, but it seldom happens that the study of madness on the stage has a lasting hold on playgoers. Late in December a gayer note was struck by the production of a sort of pantomime by the Adenis Brothers, who took Rabelais' Panurge for their central figure, and as Galipaux—who is described here as the French George Grossmith—is uproariously amusing in the play, it is likely, I think, to have a better fate than has fallen to the dramas which cost such time and effort to mount. It has been principally with her revivals of "La Dame aux

Camélias" and other well-worn plays that Mme. Bernhardt has attracted her largest audiences.

REJANE THEATRE.

Continued ill-luck too, has pursued Mme. Réjane in Paris, though she is unflagging in her efforts to procure good plays. In Dario Nicodemi's new play, "La Flamme," there was no fault to find with the subject, jealousy being an interesting theme for dramatic solution. But there must be no false notes sounded, and some of the interrogatories put to a perfectly innocent woman produced an exasperating effect. And yet Mme. Réjane did all that was possible for the play by her own acting. An adaptation from the English of "Bridge," by Pierre Berton, was another failure, demonstrating once more the difficulty there is in adapting a novel for the stage, and in "Jacques Abran" M. Bibesco showed inexperience rather than lack of talent, but, fortunately, the drama contained one or two vigorous scenes that helped to redeem its "rosserie." Strange to say, the only personal success Mme. Réjane achieved in 1910 at her own theatre was a reproduction of Bilhaud and Hennequin's "M'Amour," produced originally about ten years ago at the Palais Royal.

ANTOINE THEATRE.

It is a pleasure to be able to turn to a theatre where the patronage has been commensurate with the efforts made by the director to merit approval. For one thing, M. Gémier is the right man in the right place, both as director and leading actor of this house, which was established by M. Antoine. In turn, during 1910, M. Gémier has produced André Picard's "Ange Gardien," Gabriel Nigond's "1812," M. Fleg's "La Bête"—in which the talented and handsome Mme. Mégard was seen to great advantage, and Emile Fabre's "César Birotteau," which was the success of the year. M. Fabre's adaptation of Balzac was both skilfully and faithfully carried out. The necessary condensation was effected, and the complex nature of the hero was also shown. There is always a touch of nature about M. Fabre's work which appeals to the intellect, and in "César Birotteau" he stirs the emotions as well. In M. Gémier and M. Janvier, the dramatist had an interpretation with which he had every reason to be satisfied, and all deserve credit for the triumph achieved. Just before Christmas MM. Louys and Frondaic's "Femme et le Pantin," with a heroine of the Carmen type, was mounted with every sign of success.

THEATRE-DES-ARTS.

Very good work has also been carried on at this house, where the chief plays have been "Les Yeux qui changent," by Cyris and Froyes, and "Marino Namen," by Alfred Mortier. This is a tragedy of classical form. Not that perhaps of Casimir Delavigne; nor should I compare it to Corneille. But it deals with Roman history, and refers to politics, and the people are wrong who declare that tragedy is dead. Nothing is less certain in art than progress, and there will always be found playgoers to prefer Racine and Corneille, and to think them even more modern than Lavedan or Pierre Wolff. Cinna and Britannicus, for instance, are healthy for corpses, and they will probably live long after the puppets invented by some of our present-day writers have been removed from the bills.

From M. Lugne Poe's list mention may be made of Nozière and Savoir's adaptation of the "Kreutzer Sonata," and a play, by Albert du Bois, entitled "Nonotte et Patouillet."

THE ATHENEUM.

At the Ambigu, in "L'Homme à deux Têtes," written by Louis Forest somewhat better than did Louis Artus's "Petit Dieu," and mention must be made of Romain Coolus's comedy, "Les Bleus de l'Amour," which took the public through frequented routes to a happy conclusion. It is a sort of rose-water Marivaux, or a modern Scribe, a style, that is to say, that has never ceased to please.

THEATRE MICHEL.

In M. Francis de Croisset's "Feu du Voisin," which was produced at the Théâtre Michel, there was the perfume of "Les Noces de Figaro" we always look for in this writer's plays, together with his customary blend of playfulness, cynicism, and perversity, with an added suspicion of sensuality; and MM. de Nion and de Buysieux in "Le Meilleur Moyen," which was produced at the same theatre, sought to indicate the best method for women to adopt for regaining the affection of a lover or husband. Zamacois's "Dame du Second," produced in November, revealed the poet in a new light, namely, in that of a burlesque writer of specially dainty aptitudes.

The Châtelet, which caters, as a rule, for the younger members of the community, has alternated between *féeries* and spectacular productions. The three most illustrious pieces that I can recall are "Les Pilules du Diable," "Le Tour du Monde en 80 Jours," and "Michel Strogoff."

At the Ambigu, in "L'Homme à deux Têtes," written by Louis Forest somewhat on the old Ambigu lines, there is a jovial *gamin de Paris*, and of all the cast this character with the acrobats and gymnasts received on the first night the most applause. Emile Richard's "Péché de Marthe" was likewise quite in its place at the Ambigu, where the public enjoy a mixture of joy and pathos.

Revivals were given of d'Ennery and Dumanoir's "Vieux Caporal," so long associated with Frederick Lemaître, and Georges Ancey's "Ces Messieurs" had Pierre Magnier as the Abbé Thibault. M. Desfontaine's version of Victor Margueritte's "Prostituée," which treats of loathsome diseases and their consequences, did not, I have no regret in saying, hold the bill for long, and one could but pity the actor condemned to play the leading part.

OBJECTIONABLE PLAYS.

Coming with M. Desfontaine's "Prostituée" under this heading I must also class Jacques Richepin's "Xantho chez les Courtisanes," which, however, has been played to good houses. This young dramatist writes graceful verse, but his story, which deals exclusively with courtesan life, is, to speak plainly, coarse. M. Brisson used the word "pornographic" in connection with this production, which has brought money to the box-office, but can never cover with glory the honoured name the dramatist bears. For the most part all that the women on the stage have to do is to lie about on luxurious cushions or rugs, in voluptuous positions and the lightest of clothing, of course. This may be easier of accomplishment than playing high-class comedy, but it is infinitely less creditable. Henry Caen's "Beau Lothario" was another play that has added no glory to the dramatic year. The author has wit and comic instincts, of which unfortunately he makes a very poor use. It would be easy for him to show a little less coarseness and provide a trifle more fun.

The Nouveautés, which is usually well patronised, did not enjoy its customary success last year. Plays have often run a whole year at this theatre, whereas in turn last year M. Micheau mounted Veber and Hennequin's "Noblesse Oblige," Raphael Valabrègue's "Le Phénix," "L'Enlèvement des Sabines," from the German, which fell very flat; "Chou-Blanc," by Grenet Dancourt and Dieudonné; and Robert Dieudonné's "Le Crampon," which latter also belongs to the suggestive farce style of play. But novelty is not always indispensable at the theatre, as there are playgoers who only enjoy pieces such as they have been accustomed to see, just as children delight most in the nursery tales with which they are familiar. Nor is there anything remarkable to note in connection with the Palais-Royal beyond the change of management. "L'Epreuve," by Keroul and Barré, proved diverting, and "Tais-toi mon Cœur," by Hennequin and Veber, was chiefly remarkable for giving M. Milo and Mlle Mistinguette an opportunity of showing their agility in a typical Montmartre dance. MM. Allévy and Jouillot's "Enfant du Mystère," the subject of which was laboured, and showed it, had a very short run in September, but a better fate was reserved for Georges Berr and Marcel Guillemand's "Million," which deals in an amusing way with a winning lottery ticket left in the owner's coat pocket.

CAFE CONCERTS.

A great change has been taking place in these establishments. After being stationary for about thirty years, they seem to be going out of the beaten track, clearly denoting a general evolution in theatrical matters. The barrier that formerly divided the music hall from the theatre is broken down, and artists of note go without hesitation from one to the other. In Paris, as in London, short plays are performed, the entertainment no longer being confined to songs, ballets, and acrobatic performances. At the Scala, for instance, "Le Circuit du Leste" was described on the programme as an "opérette-revue-féerie-vaudeville." Songs, as songs, seem to have died out, but they are found again in "revues," and a resuscitation is taking place of old vaudevilles with airs. One of the greatest hits of the year was made by George Grossmith with his "Ip-i-addy-i-ay" in the Foliès-Bergère revue. This actor's popularity fully equalled, if it did not exceed, that

THE PARIS STAGE.



MLLE. PROVOST

[Reutlinger.]

As the Baronne de Chauenay in "Comme ils sont tous" at the Comédie-Française.

THE PARIS STAGE.



Mlle. ALEXANDROWICZ,

[*Reutlinger.*

The Russian singer who had great success in "Faust" and "Rigoletto" at the Grand Opera.

THE PARIS STAGE.



MLLE. MADELEINE CARRIER

In "Le Rubicon" at the Théâtre Michel.

[Reutlinger.]

THE PARIS STAGE.



MLLE. MAUD GIPSY

In "La Barricade" at the Vaudeville.

[Reutlinger.]

of Mayol, of the Scala. Bessie Clayton is another favourite, her performance with Cléo de Mérode and Lina Muratti in the "revue," "Vive, Paris," at Olympia having created quite a stir. If we look for the best "revue"-writers the palm, in point of talent, is due to Rip, the author of "Bigre," produced at the Femina Théâtre. But it will be a relief to see a "revue" in which vulgar jokes about Pierre Loti are not repeated. The "revuiste" is justified in hitting off not only the events of the moment, but the people associated with those events; but this liberty is allowable only in the case of public men. Rip, in short, can be cruel, and, as he possesses wit and talent, he can afford to forego such devices. Ballets, as well as "revues," have increased in both number and splendour, the ballet by Chekri Ganeu and Maraquita, entitled, "Les Ailes," for which Louis Ganne composed the music, having been magnificently mounted at the Folies-Bergère in September, with "La Belle Otéro" and Mlle. Napierkowska in the cast.

OBITUARY.

The obituary for the year has been exceptionally heavy, and some very young talent, I regret to say, has been lost to the world in the removal of the gifted Renée Félyne, who succumbed to an operation in Brussels, and that promising young dramatist, Georges Thurner, whose plays, "Bluff," "Passe-Partout," and "Gaby," had all been received with favour. The musicians who have died during the year include Edmond Missa, Edouard Colonne, Charles Lenepveu, Arthur Coquard, and Bourgault-Ducoudray; and the dramatists, Charles Joliet, Jean Moréas, Monréal, Jules Renard, Charles Simon, Albert Barré, Léon Marx, Auguste Chirac, and Bertol Graivil. The stage favourites who will now only be a memory include Marie Delaporte, Pauline Viardot (who created the rôles of Fides and Orphée), Delphine Ugalde, Honorine (the Frochard of "Les Deux Orphelines"), Berthe Legrand (who created "La Vie Parisienne"), Bianca Duhamel (of "Miss Helyett" fame), Eugène Vauthier (of "Giroflée Girofla"), Gustave Worms (the ex-"sociétaire" of the Comédie-Française), Georges Monval, Léon Jancey, Némio (of the Bouffes-Parisiens), Marie Colombier, and Clovis (of café concert fame). A heavy list, indeed!



FRENCH THEATRICAL CHARITIES.

ASSOCIATION DE SECOURS MUTUELS DES ARTISTES DRAMATIQUES.

STANDING first on the list of theatrical charities in France in point of age comes the society founded in 1840 by Baron Taylor, and known as the Association de Secours Mutuels des Artistes Dramatiques. This society was recognised by Royal Decree in 1848 as one "of public utility," and by Imperial Decree the Secretary of State ratified this decree, which the Emperor Napoleon signed at the Palace of the Tuileries in December, 1856. Its original purpose, which has been maintained to this day, was to establish a provident fund amongst dramatic artists. The articles of the Association set forth, firstly, the distribution of funds amongst members; secondly, the creation of retiring pensions; and lastly, the establishment of an asylum. Artists of both sexes are admitted to membership after following their profession for one year, the rules being that, on applying for admission, the precise date of birth must be given, and an entrance fee of 40 francs paid. And in addition to this entrance fee, which, if necessary, will be accepted in instalments, members have to pay a yearly subscription of 1 franc a month, which can be paid to cover a whole year at the Bourse quotation of the day by members who prefer that method of payment. The Association has up to the present date numbered six presidents. Its founder, Baron Taylor, who was president from 1840 to 1878, gave 7,338 francs to the society. He was succeeded by the Opera Director, M. Halanzier, who, holding the position from 1880 to 1893, subscribed 34,095 francs. Eugène Ritt was the next president, his dates being from 1893 to 1898, with a sum of 73,891 francs to his credit. M. G. Bertrand, who only filled the position for a year, subscribed 19,675 francs, whilst Constant Coquelin, who laboured for it, and with remarkable results, from 1899 to the moment of his death in January, 1909, gave the Association the magnificent sum of 275,121 francs. The figures attached to the name of M. Albert Carré, the director of the subventioned Opéra-Comique, who became president on M. Coquelin's death, are 34,813 francs, so all its presidents have supported it liberally.

The subscribers to the Society who are not enrolled as members include about 150 people, the list being headed by the name of Albert I., King of the Belgians. Others include several members of the Rothschild family, academicians, dramatists, novelists, painters, managers, and well-known artists. The State recently awarded the Association 400,000 francs out of the *Pari-Mutuel* funds, and the Ville de Paris granted 50,000 francs, these sums having been specially subscribed to the asylum at Pont-aux-Dames, founded by Constant Coquelin in 1904, and to which by will he left 200,000 francs in January, 1909. In his will he also bequeathed to the Association the asylum he had devoted the last years of his life to founding, and he was, moreover, able to assure its existence without having recourse to the Society's pension fund, his wish being that the asylum should be maintained for those having no other resources but their pension of either 300 francs, 400 francs, or 500 francs a year. To be eligible for a pension of 500 francs members must be sixty years of age, and have been on the stage for thirty years; for 400 francs they need to have served twenty-five years, whereas twenty years' service entitles a member to the 300-franc pension. These pensions are paid twice a year on April 1 and October 1, and date from January 1 and July 1, one of the statutes decreeing that arrears not claimed by members for a year revert to the Society, as do arrears due to any member who may have died.

In proof of the fact that the Association receives substantial support in addition

to the members' subscriptions, the following particulars may be given. First of all, the Municipal Council of Paris gives 10,000 francs a year and the Ville de Paris also subscribes annually. From the foundation of the Society by Baron Taylor in 1840 down to last year its members had paid in 2,405,688 francs (something like £112,227), whereas the sum paid out in pensions and other ways during that period reached 7,446,617 francs (or £297,865). Of its flourishing condition, therefore, there is no manner of doubt. In May, 1909, the society's income (part of which is derived from interest on capital invested in Government securities) amounted to 403,759 francs. Last May the books showed an improvement of 30,109 francs, which means an increase in capital of 882,000 francs.

For the entertainment of the old inmates of the asylum, who number forty at the present time, and also for the purpose of adding to its funds, several performances are given on a stage erected specially for the purpose in the lovely grounds surrounding the house. These are carried out by leading Parisian artists, who, with the good nature characteristic of the dramatic profession, gladly sacrifice several Sundays during the summer for the entertainment of the old pensioners. On these occasions the inmates lunch a little earlier than usual, so that their handsome dining hall may be available for the artists arriving from Paris. Mme. Michel gives champagne to the inmates at all the matinées, 80 francs being handed by her for the purpose to M. Holacher, who directs the establishment. The president, M. Carré, pays more than double the price for his stall each time he is there; authors abandon their rights, the sums ranging from 21 francs to more than 50 francs; and the Society of Authors and Composers remit half their fees. Then the programmes are also a source of revenue, though they contain no advertisements. After being artistically illustrated by M. Le Deley, who has Government authority to issue picture postcards of various public establishments, the programmes are presented to the asylum entirely free of charge by M. Le Deley. But they are not given away at the entertainments. Young and pretty actresses sell them, and often at high prices, the amount obtained one day last summer having been 1,369 francs, and Mme. Louis Céalès, the sister-in-law of the energetic secretary of the Association, having alone collected 652 francs for programmes.

What the Association is aiming at now is to be able to increase the pensions to 600 francs for thirty years' service on the stage, but to effect this the present capital would need an addition of 1,400,000 francs (or £56,000). It was certainly an imperishable work that Constant Coquelin founded with his *Maison de Rétraite*, as he called it, and he is assured of the unceasing gratitude of those who will spend their last years in it, for there is an air not only of comfort but of luxury about the place, which is admirably managed by M. Holacher. During last year the up-keep of Pont-aux-Dames cost 139,123 francs (or about £5,565), the entire disbursements of the Association having in all amounted to 674,640 francs (or £26,986). Amongst their windfalls of a year ago was a special issue of lottery tickets sanctioned by the Government, by which the Association benefited to the amount of 700,000 francs, received in two sums of 350,000 francs, the plan drawn up by the committee for dealing with this money being to constitute a fund of 400,000 francs, the interest of which should serve for temporary assistance to members, whilst the interest of the remaining 300,000 francs is to help the society's orphans. Their books show that they have 854 life members, of whom 457 are living; the remaining names indicate deceased members, whose names are kept on the books because their subscriptions continue for all time. Twenty new perpetual members were inscribed during 1910, including Mlle. Piérat, of the *Comédie Française*, who also on two recent occasions when paid 100 francs for special entertainments, sent her fee to the society. Salignac, the tenor, gave 1,000 francs towards increasing the pensions to 600 francs. Mme. Pitron, formerly of the *Variétés*, and now eighty-seven years of age, recently asked the secretary to be good enough to call upon her to give her certain information about Pont-aux-Dames, and during his visit she handed him 1,000 francs for a couple of bedrooms to be furnished in her name. Each room apparently costs 550 francs, and upon M. Céalès explaining this detail the old lady produced another 100-franc note at once. M. Isidore Bloch, of the Casino at Dieppe, in memory of his old friend Coquelin, also added 1,000 francs to the balance of 537 francs resulting from a special performance which he gave during the summer, and other donors include, of course, several Rothschilds. It was a member of this family who happened to win the first prize in one of the lotteries not long before Coquelin's death, and in telling him his number had been drawn Coquelin chaffingly said, "Of course, I am glad, because I know you are

going to give us the money." Which was done. Dr. Henry de Rothschild is likewise a great benefactor, for, besides allowing invalids to be attended at his hospitals or dispensaries, he contributed 1,000 francs last year.

The President of the Republic sends large consignments of game after the shooting parties at Rambouillet; other generous donors do likewise; authors remit their fees for the plays performed at the entertainments, the Society of Authors and Composers remitted 509 francs of the amount collected by them, and a hundred other instances could be mentioned of devices that are resorted to for increasing the funds. With an asylum founded on such a substantial basis as that of Constant Coquelin's, the committee, of course, hesitated but little over accepting his bequest when a special meeting was called in November, 1909, to consider the question, and, as a matter of fact, the founder's wishes have been most faithfully carried out. He desired, first of all, the asylum to be available for those having no other resources but their pension, and though efforts are being made, as already stated, for raising the 500 francs to 600 francs, on M. Charellé-Larcher's proposal other members have been admitted, three of the present inmates having only been in receipt of 300-franc pensions when they went into residence.

The house contains a library, which constantly receives additions of fifty volumes at a time from firms such as Hachette, Ollendorf, and Calman-Lévy, whilst Léon Ricquier recently put himself to the trouble of collecting all the plays of the eighteenth century. They have, moreover, three pianos and abundance of music generously supplied by Ricordi, Joubert, and Durand, and always in pursuance of an idea of Coquelin's, M. Holacher, who directs the establishment, is forming quite an interesting collection of curios, which is sure before long to have additions made to it. At present the curios comprise a white satin pin-cushion that belonged to Virginie Déjazet, and was used by her in her dressing-room at the theatre, together with a powder box of hers and an Empire parasol. The donor, who had these articles from the Lionnet brothers, also gave a splendid photograph of Plugue, the famous opera dancer. M. Falconnier, after using his rifle for the last time during the summer, had it suspended to the wall in memory of his old friend, Coquelin, whilst a brother of Madame Delaporte has given a Dantan bust of poor Rose Chéri. Then Mr. James Hyde, whose benefactions are not to be counted, has sent to Pont-aux-Dames Chartran's famous painting of Coquelin in "Cyrano" under Roxane's balcony. Owing to the kindness of Jean Coquelin, M. Holacher has been able to preserve intact the room that Coquelin had occupied so often, and in which he breathed his last in January, 1909. In addition to the furniture, this apartment contains many of Coquelin's favourite books and bibelots of various kinds. A water-colour drawing of the room was made by M. Binet the day after the actor's death, and presented by the artist to the Association des Artistes Dramatiques, in the Rue de Bondy, where it hangs in the committee room. For the entertainment of the inmates M. Holacher organises a tombola at Christmas, and the tickets being free, and all the numbers winning numbers, there is general satisfaction given. The *gros lot* last year was a Geneva watch presented by Mme. Bozon, the other prizes consisting principally of useful garments or toilet requisites. M. Louis Holacher is a splendid manager, for he contrives not only to get "good value" for his money in placing orders, but obtains a great deal without any payment at all. He was wanting, for instance, some months ago to cut down the price of the medicated wool used by Dr. Moreau, who is the regular medical attendant at Pont-aux-Dames. This wool is manufactured by M. Faure-Beaulieu, whose summer residence is near the house, so the matter was gone into one day when the neighbours were chatting. Ultimately M. Faure-Beaulieu replied, "I have no objection whatever to supplying you, but as your price is ridiculous for the quality I manufacture. I must make you a present of all the wool you will want." Similar instances could be multiplied if space permitted.

In short, the happiness as well as the comfort of the residents at Port-aux-Dames is being studied just as it was by Coquelin himself. Seeing that whenever any great public catastrophe occurs, artists are the first to be appealed to for a performance to raise funds, it is only just that, when worn out with work, they should have the rest necessary in old age. More than a year has now elapsed since the bronze bust executed by Maillard was placed over the grave of Coquelin, the spot chosen by his friends being the corner in the lovely grounds that he had always preferred when he was reading or working. He called it *La Solitude*. The tomb bears the name Coquelin in letters of gold, whilst on the marble pillar supporting the bust are engraved the words written and signed for the occasion by Edmond



A CORNER OF THE GROUNDS AT THE ACTORS' ASYLUM
AT PONT-AUX-DAMES.



DRAWING ROOM OF THE ACTORS' ASYLUM.
Founded by Constant Coquelin.



COQUELIN'S BEDROOM AT PONT-AUX-DAMES.



COQUELIN'S TOMB AT PONT-AUX-DAMES,

With bronze bust by Maillard.

"Qu'il dorme dans ce beau jardin, ses vieux comédiens le gardent."—EDMOND ROSTAND.

Rostand, "Qu'il dorme dans ce beau jardin, ses vieux comédiens le gardent." And there is certainly no lack of attention on the part of his old friends to keep in perfect order the tomb erected by his son Jean Coquelin.

TRENTE ANS DE THEATRE.

Another Parisian charity that is proving of immense benefit to still humbler members of the theatrical profession is that founded in December, 1901, by Adrien Bernheim, and entitled "Trente ans de théâtre." This is also recognised as of "public utility" by the Government. M. Bernheim first discussed the project with MM. Prud'hon, Bourgeat, Alfred Delilia, Auguste Germain, Maxime Vitu, Georges Bureau, Albert Brasseur, and especially with the eminent critic Francisque Sarcey, and, upon ministerial sanction being granted by M. Waldeck Rousseau, Victorien Sardou became president of the society. M. Paul Hervieu, the dramatist and Academician, is now occupying that position, and Madame Bartet has, for some years, been an honorary president. Besides attending the committees, the actress constantly gives her services at the performances organised in turn in all the most densely populated suburbs of Paris, the idea being thus to found a popular theatre, not in one given neighbourhood, but to take the popular theatre close to the homes of the people wanting it. The prices vary from fifty centimes to two and a-half or three francs, the Trocadéro often being used for these representations. To be eligible for assistance in the way of monetary gifts, those applying at the bureau in the Rue Molière must have been employed at theatres, not necessarily upon the stage, but in some capacity or other for thirty years. During the first eight years of its existence the society distributed more than half a million of francs, the first year the amount having been 23,784 francs, whilst last year the figures reached 84,000 francs. It benefits in a very appropriate manner the minor employees of theatres, all of whom are paid for their services at the different performances organised throughout the year. Even the Comédie-Française one year had 13,700 francs paid in various fees to artists and employees who had taken part in performances, the entire sum disbursed in that year having been 35,875 francs. Leading artists invariably abandon their fees, but naturally the dressers, prompters, scene-shifters, and supernumeraries are only too glad to receive remuneration, which is often paid on a more liberal scale than at ordinary theatres.

This society's work is divided as it were into three distinct branches. The first consists of the distribution of money in cases of dire distress; then come the popular performances, which naturally need much organisation; and, lastly, there is the dispensary, which was added in November, 1908. This dispensary, with a waiting room for the patients, the doctors' consulting room, and another room delightfully fitted up for the use of the nurses, who, like the doctors, are in attendance on three days a week for several hours at a time, is all carried on under the same roof, and though Dr. Girault on its first opening only had about six patients a day, he last year prescribed for 1,660 invalids. The patient takes away a prescription with the name of a chemist resident in his or her own neighbourhood, where it may be presented, and the patients, most of whom are very poor indeed, also have their return 'bus, train, or tram fare paid by the society. Of course, all the chemists in the different parishes who make up these prescriptions have specified dates for presenting their accounts for payment. And all this work is managed by two gentlemen who devote much of their valuable time to the secretarial business of the society. They are MM. Edmond Stouilly and Antoine Banès, both busy men, but who happen to be specially fitted for the delicate work they have so charitably undertaken; for it is work that, with other qualities, calls for the exercise of kindness and tact. Antoine Banès is very aptly described by his colleagues as the model of comrades and friends, for whether there is work to do at the Caisse de Secours, consultations going on at the dispensary, or business to transact in connection with the theatrical performances, Banès may be relied upon to be there, with a watchful eye over all, and a sympathetic word for everybody.

The Municipal Council of Paris subscribes 1,200 francs a year, and the Conseil Général gives 4,000 francs. It has no Government subvention, for M. Bernheim, who is a Government official, refrains from asking for one, but the Académie Française recently awarded to the society a Prix Montyon for its services rendered to the poor and the sick, and the society also has a gold medal. The Minister M. Dujardin Beaumetz, in speaking of the "Trente ans de théâtre," said "it had laid the foundation stone of a popular theatre in Paris." A compliment the society values as much as it would a subvention. Everybody, however, who knows anything

of its workings, will agree that this "foundation stone" could never have been laid without the help of M. Jules Claretie, who allows all his artists from time to time to take part in the entertainments.

Whereas to benefit from the Association de Secours Mutuels des Artistes Dramatiques (founded as a provident fund for artists) one must be a member and have paid an entrance fee, the *Trente ans de théâtre* serves to assist the less provident members of the profession, its funds being provided by its supporters, who pay a fee of 12 francs a year at least, and who number at the present time about 300. In the theatrical world, as in all other battles of life, there are many vanquished who have not merited such a fate, and it is to lighten the burden of these that this particular association directs its energies. So admirably is every emergency provided against that in the event of invalids being unable to leave their homes arrangements are made for one of the many doctors who give their services to the institution to visit the patient. It is the sad daily experience of the secretaries to listen to terrible tales of poverty and distress, but in giving the unhappy applicants the wherewithal to save a home from being sold up it is an understood thing that only the giver and the befriended know of the transaction. In Paris, as elsewhere, there are poor who are not altogether bereft of pride.

ORPHELINAT DES ARTS.

Yet, again, another French charity that has enjoyed generous support from its patrons, many of whom belong to the theatrical world, is the Orphelinat des Arts, founded in 1888 by Mme. Marie Laurent, who was its president till the date of her death in 1904, when Mme. Poilpot, the wife of the famous painter of that name, who for years had been its vice-president, succeeded the deceased actress as president. The orphanage was founded for the maintenance and education of the orphans of dramatic artists, painters, sculptors, musicians, journalists, or men of letters of all religious denominations from the age of four to eighteen. The boy orphans are taken in hand by the Association de Secours Mutuels des Artistes Dramatiques, who have dealt in all with more than forty, four of whom are now going through their military service, whilst the orphanage at Courberrie, over which Mme. Poilpot so ably presides, assisted by her secretaries—Mesdames C. Santon, Bivert-Bellivier, and Dupic—is established exclusively for girls. They have four resident governesses, besides more than twenty lady professors, who come on certain days to teach music, singing, drawing, German, shorthand, and other special classes gratuitously, and they have lately had also a resident English as well as German governess *au pair*. As many as 258 girls have been brought up at Courberrie, a fourth of which number have married, whilst others are now getting their own living either as governesses, dressmakers, milliners, typists, or shop assistants. The stage has attracted a very small percentage, it being Mme. Poilpot's plan never to encourage this taste unless a girl shows a distinct aptitude for it. At the annual meeting held at the Sorbonne in June last, under the presidency of Jean Richepin, Mme. Poilpot, in submitting her report for the year, referred with pride to the Osiris bequest of 25,000 francs, which she told the meeting had been transferred immediately into French Rentes; and amongst other legacies were those of Mme. Ritt and Mme. Subra for 10,000 francs each. Another patron, M. Cahen, subscribed 1,000 francs, the same sum being given by the Parisian Press Syndicate, whilst the Dramatic Authors' Society gave 500 francs. Nor does this complete the list by any means. The ladies serving on the committee are also constantly giving extras for the orphans in whom they are interested, Mme. Jules Chéret and Mme. Dettelbach having, for example, contributed 50 francs each during the summer holidays in addition to their regular subscriptions. Mme. Hortense Schneider, of opera-bouffe fame, was likewise generous to the children during the holidays, besides founding a bed, for which she gave 1,000 francs. A new feature of the orphanage is a system of professional teaching, which enables those who follow it to gain their living in a sure and honourable manner, and through Mme. Charles Floquet an educational society to which she belongs has contributed 20,000 francs. M. Samuel, the director of the Variétés, had the generous impulse of sending 3,000 francs, which he had received as indemnity from an artist for breach of engagement; the Châtelet director invited the entire school (which meant ninety seats for pupils and attendants) to the Châtelet performance; whilst Meses. Bartet, Piérat, and Leconte, of the Comédie Française, have all subscribed handsomely during the year, and the bazaar held every year in the handsome rooms of the Ministère de la Justice brought in last summer 40,000 francs net.

MR ROBERT COURTNEIDGE'S PRODUCTION
THE ARCADIAN



A quarter of an hour ago I was a jockey

DAVID ALLEN & SONS, LTD. CHROMOTYPE.

MR. ALFRED LESTER,

In "The Arcadians."

From Sketch by John Hassall, R.I.

Reduced facsimile of a striking poster, the work of DAVID ALLEN & SONS, Ltd.

WITH THE ASCHES IN AUSTRALIA.

BY HOWARD TRIPP EDGAR.

WHATEVER credit may be attached to the recently concluded visit to Australia of the Asche-Brayton company; however successful so big an undertaking was; how far-reaching in influence and effect upon things theatrical there in the future, that credit—without disparagement to the artistic assistance of his fair wife and partner—should be awarded Oscar Asche, the *deus ex machina* of the enterprise. It was his in conception—peculiarly his. Oscar Asche is nothing if not a bold man. Herculean tasks are to his liking. Obviously a man of striking personality and strength of conviction, he deliberately thrusts aside convention, and strides out boldly on his own path of assurance.

The task of conveying to the Antipodes a company, complete in personnel, with five hundred tons of scenery, properties, and all the appurtenances of production required for an extensive repertory, was in itself one of magnitude. Add to it the fact that the company were to stand or fall by Shakespeare, and the magnitude swells in the light of the risk run, artistically and financially, by so young a management. To fail meant not only a monetary crash but a serious slump in the stock of personal popularity it had taken so many years of hard work to earn. A "frost" in "Sunny Australia" would have powerfully reflected on the careers of Oscar Asche and Lily Brayton at home. Our weather is hardly more susceptible to change of conditions than are the reputations and fortunes of actors to the change in tastes of an ever fickle and capricious public. Unprecedented, then, as the project was—boldly experimental—it was peculiarly Aschean to attempt. It was characteristic of the man that, attempting management "on his own" for the first time, he acquired a lease of His Majesty's. He is determined to "achieve greatness," and his aim is always purposeful, direct, and high. No theatre of less importance than the first in the land suited his plan. Oscar Asche

HAD AUSTRALIA UP HIS SLEEVE.

English actors shook their heads doubtfully on the prospects of success on our departure; Australian actors prophesied failure on our arrival. The first feared, the latter were assured; both were wrong.

For some time Oscar Asche had received offers to star in Australia with Miss Brayton, but declined because these did not allow of their being accompanied by the full English company, staff, and accessories which had contributed to their joint managerial success. To produce the plays in the same complete manner as they had been presented in England was part and parcel of Mr. Asche's plan, and from this he declined to waver, and this important point Australian management, which up to recent years was in the hands of a kind of "close corporation," with one man—J. C. Williamson—at its head, would not concede. Messrs. Clyde Meynell and John Gunn, however—who were known some years ago as provincial managers in England, had entered into the arena, and with a strong backing set

up a vigorous and healthy competition with the firm of Williamson, and, in order to bid high for public favour as worthy competitors with that powerful monopoly, came to terms with Mr. Asche on mutually advantageous lines. That Mr. Asche should insist on being supported by his well-tried company, to whose methods he was accustomed and with whose limits and styles he had been acquainted for years, showed not only sound judgment, but a modesty much to be commended in "stars," who are not unaccustomed to consider themselves "all and all sufficient." That the result turned out in accordance with his belief has been a source of gratification to the artists who served him and his wife loyally, and I might say with affection. I do not say that Mr. Asche took out a perfect company, or that there were no actors in Australia who could do better in some, or perhaps many cases; but I do say this: Shakespeare, properly played, had been a somewhat negligible quantity in Australia; there had been insufficient opportunity to acquire the style, and practically no "training ground"; that Shakespeare with some of the best stars had failed in consequence of bad or irresponsible support, and that Mr. Asche showed wisdom in insisting on his accustomed support, so that he and Miss Brayton should not be affected by new surroundings. However, there is no gainsaying the fact that we were looked upon by many as undesirable "imports," and much relief was felt in the actor-land when we were shipped off as re-exports. There were some bitter attacks in papers of a scurrilous order for taking the bread out of the mouths of "starving Australian actors." One article was headed "Australia for the Australians! Invasion of Alien Actors!" occasioned by the announcement that, following in the footsteps of the Asche-Brayton company, Sir Herbert Tree, Sir Charles Wyndham, and the chief members of their companies were coming to Australia. It now seems that Mr. H. B. Irving is going to increase the number of Australian "imports"; but it must be apparent to the most shallow and prejudiced player there that, in the long run, the Australian stage is bound to profit in every direction by the "invasion of (these) aliens," and that "free trade" in amusements between the Old and New countries must redound to the credit of both.

AUSTRALASIA WANTS A BENSON

to carry round broadcast the good work of Shakespeare as a counteracting influence of the rubbish that is doing duty as the drama in the majority of places in the Commonwealth, which is rightly hoping, rightly struggling for a National Drama of its own. Given a Benson, his organisation, his training-ground, and add to them such combinations as Mr. Asche's and the others mentioned as bright examples, this hope will be fulfilled, for the people of Australia are ripe for anything good in the shape of drama, and the Press are only too anxious to welcome and to boom the good thing.

Already Australia has reason to be proud of its stage traditions. She has welcomed to her shores, among others, G. V. Brooke, Barry Sullivan, Creswick, Walter Montgomery, Edwin Booth, Wilson Barrett, Robert Dampier, and George Rignold, who have set up a high standard of dramatic work for which there will always be ready a large, sympathetic, and generous public support. J. L. Toole paid Australia a much-belated visit, and suffered in consequence. In other light vein followed Fred Leslie, Nellie Farren, and dozens of our best light comedians, both in comedy and burlesque, and on the vaudeville stage our highest-paid music hall stars reap harvests. They are anxiously awaiting a visit from Harry Lauder, of whom they have only an extensive phonographic impression. Harry Rickards, once a popular music hall singer in England, is now the impresario of the vaudeville stage, and I have an idea that there will shortly be formed a kind of world-circuit system, under the joint direction of Rickards and certain big people at home, to run artists out from England, taking in South Africa and Australasia.

It may be useful, as a record, to give the names of the company who supported the Asches in Australia. They were:—Misses Constance Robertson, Elfrida Clement, Carolina Bayley, Florence Allen (Mrs. Fritz Russell), and Florence Gretton (Mrs. Kay-Souper); Messrs. R. F. Anson, Athol Forde, Herbert Grimwood, G. Kay-Souper, Fritz-Russell, Caleb Porter, George Relph, Gordon Harker, Ian Penny, Charles A. Doran, Ewan Brook, John Flanagan, Arthur Trantom, H. Tripp Edgar, and Edward Ruthven (who died in Melbourne). In the staff were:—Mr. and Mrs. Mat Coverdale, Mr. Charles Homewood, Mr. William Reynolds, and Misses Minnie Champion and Emily Davis. Miss Bessie Major (who was in Australia) and Miss Deborah Nansen joined the company there, and there were



[Photo by Burlington Gallery.

Top line: Mr. J. WATSON, Mr. CALEB PORTER, Mr. HERBERT GRIMWOOD, Mr. IAN PENNY, Mr. JOHN FLANAGAN, Mr. C. Z. ADAMS, Mr. CHARLES HOMEWOOD. Second line: Mr. MAT COVERDALE, Mr. TRIPP EDGAR, Mr. ATHOL FORDE, Mr. ARTHUR TRANTOM, Mr. GORDON HANKEB, Mr. A. McCLELLAND, Mr. EWAN BROOK, Mr. CHARLES DOHAN. Third line: Mr. FRITZ-RUSSELL, Mrs. COVERDALE, Mr. KAYE-SOUFER, Mr. OSCAR ASCHE, Mr. B. A. MEYER, Miss NELLIE HOBSON, Mr. GEORGE RELPH. Fourth line: Mrs. FRITZ-RUSSELL, Miss MURIEL HUTCHISON, Mrs. KAYE-SOUFER, Miss CONSTANCE ROBERTSON, Miss LILLY BRANTON, Miss ELFRIDA CLEMENT, Miss CAROLINE BAYLEY. On floor: Miss NELLIE BLYTH, Master ROBIN WALL, Miss DEBORAH NASSON.

WITH THE ASCHE-BRAYTON COMPANY IN AUSTRALIA.



BOWLING AND TENNIS PARTY AT AUBURN HEIGHTS (MELBOURNE).

Back row: Mr. PROWLE, Mrs. HARVEY-METCALF, Mr. McCOMUS, Mrs. WYNNE-JONES, Mr. J. B. McLEAN, Mrs. W. A. BROWN, Mr. GATHORNE ASHFIELD and Mr. WYNNE-JONES. Second row: Miss BLATH, Mrs. KAYE-SCOPER, Mrs. NANSON, Mr. IAN PENNY, Miss CONSTANCE ROBERTSON, Mr. HERBERT GRIMWOOD, Miss DEBORAH NANSON and Mr. ARTHUR FORDE. On grass: Mr. W. A. BROWN (Hon. Sec., A. H. Club), Mr. HARVEY-METCALF (President) and Mr. H. THORPE. FORECAST.

several ladies and gentlemen (Australians) who joined for experience in small parts and understudies. Mr. B. A. Meyer was general manager, and remains behind in Yea, Victoria, having left theatrical life for farming with his wife, Miss Dorothy Grimston (Mrs. Kendal's daughter). It is to be supposed that theatrical reunions will vary the monotony of sheep-shearing and cow-milking on that farm.

The position of musical director to the company was supplied in the efficient and popular person of Mr. Wynne Jones, and the important post of press agent (so absurdly neglected in England) was in the hands of Mr. Phil Finkelstein, to whose untiring energy the Asches owe much of the success achieved. It is well to remember the work of Mr. William Noble, who, after the lamentable death of John Gunn, became the active representative in Sydney of the firm now known as Clarke and Meynell.

VOYAGE AND RECEPTION.

Enforced idleness through circumstances over which they have no control is a phase of the actor's calling, and may be looked upon as part and parcel of it. Actors put up with it as an inherent hardship, seeking in no way a remedy to obviate the disasters attendant on it, rather glorying in an inertia as to matters so nearly affecting their welfare, and taking balm in the belief that "it's no good worrying." It is seldom that enforced idleness takes the shape of luxurious lethargy in an actor's life, but it comes to him when he finds himself bound on a six weeks' sea-voyage on a comfortable ship like the "Orontes," which, through good and bad seas, fair and foul weather, brought us safely to port "down under."

To many of us it had been a time of blessed composure after the storm and stress of stage life in the old country above. Leaving on May 28, 1909, we arrived in Melbourne on July 7, touching Plymouth, Gibraltar, Marseilles, Naples, Port Said, Suez, Colombo, Freemantle, and Adelaide, *en route*. The "Bay" was on its best behaviour, as was the Mediterranean. In the Canal and the Red Sea we suffered from sweltering heat, and there were two deaths and burials at sea. In the Gulf of Aden a man disappeared—I suppose suicide through the heat unhooking his mind—and people lay *hors de combat*, their hearts almost ceasing to beat, and everyone too helpless to assist, even were physical help of any avail. From this sort of experience we plunged into the savage fury of the Indian Sea, luckily for us having the monsoon in our wake. The worst weather was encountered in "the Bight," which might well have been spelt Bite, for its resemblance to a huge mouthful bitten out of the Australian continent by a southern sea monster of oceanic proportions—the waves breaking over the captain's bridge. By this time we had steamed into a cold clime, all beds had vanished from the deck o' nights, and we felt exhilarated after all the sweltering heat we had endured for over three weeks.

It cannot be said that we were not heartily glad to near the point of our debarkation and work, and on the morning of July 7, as I have said, we sailed into Hobson's Bay, Melbourne, and by half-past nine we were entrained for the capital of Victoria, where we were booked to open ten days later. For the next few days Oscar Asche and his wife had to go through a ceaseless round of receptions and entertainments, besides the daily rehearsals and preparations for the long-anticipated opening night.

Mr. Asche was born hard by Melbourne along the bay at Geelong, and was educated at the Melbourne Grammar School, and it was appropriate that the Melburnian Society, comprised of old boys, should be the first to offer him welcome to his native land, which they did the day he arrived. The deputation waited on him at his hotel (Menziess), and some cordial speeches were exchanged. Mr. Asche recounted how as a youth he had begged to be given a part in a school play-production, but the master who had the control over the matters theatrical in the school refused his application for the reason that "you will never make an actor, Asche." Nothing daunted, Oscar Asche, after putting his hand to business, went to Sydney, where he obtained an opening as an actor, and his father afterwards sent him to Norway to study under Bjornsen, who, seeing prospects in him, advised his going to England, where, after a hard struggle, he enlisted under the Bensonian banner, with the successful results known.

In a like manner to the above followed receptions at the University, the Austral Salon, and various clubs. Being elected an honorary member of the Savage Club, I happened to be there when he was received one afternoon. The Club is much of a muchness with our Savage Club, but did not go through the vicissitudes of the

latter's early history. Nothing kinder than the hospitality shown us by the Melbourne Savages could be imagined.

AN ARMOUR-CLAD SUCCESS.

A tremendous amount of interest was evinced in our opening night, and the booking was phenomenal for Australia. The event was heralded as "the greatest in the annals of the Australian Stage." The crowd, which waited London-like, was immense. I can only liken Oscar Asche's reception in the guise of Christopher Sly in the Induction of "Taming of the Shrew" to one of the old Lyceum Irving nights. If there was not that tone of endearment which always characterised those historic receptions, there was a wild enthusiasm such as I have never seen excelled. Above the din of applause and shouts of "Welcome" was the shrill Australian "Cooley" from the gods, which signified more than anything else that he was coming among friends. Scarcely less cordial was Miss Brayton's welcome. The Press not only heralded the coming of the company in a most generous manner, but was lavish in its encomiums on the opening piece. It was considered "a fitting opportunity for the erection of a statue to Shakespeare," and variously characterised as "the most memorable performance ever given in Australia," "the most notable of first nights," "the greatest theatrical achievement," and its fitting consummation "the greatest triumph!"

All people in Australia, even those whose parents were born there, speak of England as "home." It is only when you add "and there's no place like it," that they tell you they can "knock it sick."

We had hardly opened when our hearts were filled with sadness at the death of our rising young stage manager, Edward Ruthven, "Teddy," as he was familiarly and affectionately called by us all. He died in a private hospital of an internal complaint, after two operations. Miss Brayton was with him to the end. The death occasioned Mr. Asche much grief, and showed us a man with a large heart. "Teddy" lies in the Melbourne cemetery beneath a stone erected to his memory by the company.

The opening season in Melbourne, originally planned for six weeks, lasted three months, during which "Othello" and "As You Like It" were performed after "Taming of the Shrew"; "Julius Cæsar" was put on at the Town Hall for a matinee, and played in costume with a background of black velvet. This permitted of people seeing Shakespeare performed in a place outside the meaning of a theatre, which their religious scruples perhaps forbade them to enter. It is well to add that many were the scruples removed by this performance. The "Shrew" did big business; "Othello" did better; and "As You Like It" was said on one or two nights to have beaten all records. But I take it that "Othello," beyond all other plays, was the greatest money-maker.

The Williamson management in the meantime had staged "As You Like It" in Sydney, where we were announced shortly to produce it. Nellie Stuart, the ever-green Australian idol, was the Rosalind.

I might here state that in '58 G. V. Brooke appeared as Jaques, with Mr. Wigan as Corin, Mrs. Charles Poole as Rosalind, and Miss Herbert as Celia, at the P.O.W. Theatre, Castlereagh Street, Sydney. In '63 Barry Sullivan played Jaques at the old Melbourne Royal to Robert Heir's Orlando, Charles Young's Touchstone, and Mrs. Heir's Rosalind.

Australians arriving from "Home" tell tales of the ignorance of the English of things Australian. It is well, then, to inform these shockingly ignorant people that though there is still plenty of gold to be found in Australia, the streets are not paved with it, nor is it to be had for the mere scratching; that one has to work very hard to make a living there; that its big cities are already over-crowded; that unemployment, as usual, is evidenced therein; and without an actor takes money to tide him over a possible, and very probable, long wait out, he has little chance if he goes seeking employment in Australia, and this despite the fact that the actor there is "no prophet in his own land."

Before leaving Melbourne Mr. Asche put up a notice in the green room to the company to become acquainted with the following plays for production under black-velvet conditions:—"Coriolanus," "Timon of Athens," "Titus Andronicus," "Pericles," "Antony and Cleopatra," and the three parts of "Henry VI." With the contemplated production of "The Honeymoon" we felt we were in for a nice long holiday. Happily, for the business, but unhappily for the exercise



CRICKET MATCH AT MELBOURNE.

Back row : Mr. ARTHUR TRANTOM, Mr. FRITZ-RUSSELL, Mr. OSCAR ASCHE, Mr. A. McCLELLAND, Mr. TOM ELLIOTT, & Mr. J. HICKEY.
Front row : Mr. WYNNE-JONES, Mr. GEORGE BELPH, Mr. B. A. MEYER, Mr. H. TRIPP EDGAR, Mr. H. RUSSELL,
and Mr. H. URWIN.



MID-WINTER ON THE SWAN RIVER, PERTH (W.A.)

Mr. ASCHE at head of table with MRS BRAYTON and MISS CLEMENT behind him. On the right are: Mr. IAN PENNY, Miss THYRA ASCHE (sister of Mr. Asche), Miss CONSTANCE ROBERTSON and Mrs. NANSON. On the left are: Mr. B. A. MEYER, Mr. GEORGE RELPH, The Hon. J. L. NANSON (Attorney-General of Western Australia) and Miss DEBORAH NANSON.



TEA AT AUBURN HEIGHTS RECREATION CLUB GARDENS.

At the left table are: Miss MURIEL HUTCHISON, Miss ROBERTSON, Mrs. WYNNE-JONES, Miss NELLIE HOBSON, and Miss DOROTHY BLYTH. At the right table are: Miss ROOME and Mrs. COVERDALE—in front—and two Australian ladies.

of our "study," the original programme of the tour caught on so splendidly that we were spared the study and enjoyed the holiday.

ATTRACTIVE SYDNEY.

Speaking of holidays, I need not tell those who have been to Sydney what a glorious time we had there. Nature has been too lavish, and has given in abundance of her best. I think it was Anthony Trollope who wrote of Sydney that one had but to visit it to make up his mind to go home again, pack up his household goods and belongings, and go out there to live. Yes, one could almost give up the dear Motherland for Sydney, despite such drawbacks as its "larrikins" and the women's jarring voices—a kind of Yankee-cum-Cockney blend. In Sydney we played to what the papers term a "crescendo of success." Constant trips and picnics up the harbour and visits to the glorious Blue Mountains enhanced the enjoyment of our sojourn in this "city of pleasure."

England has possibly seen the last—for some time, at any rate—of G. S. Titheradge, for he has bought a house and property at Sydney, and means to stop. He is a tremendous favourite, and both as the Admiral in "The Flag Lieutenant" and as the Village Priest he scored success. Julius Knight, of course, is the star actor in Australia, and his popularity among the ladies would have made the "Keen Order of Wallerites" Society sit up and blush.

OSCAR ASCHE'S LUCK.

From start to finish Oscar Asche was a star under a lucky star. Arriving at Sydney on a Friday, we opened at the Criterion on the Saturday to a packed house. On the following day our "Guv'nor" and party were out in an electric launch in the harbour when a southerly buster suddenly sprang up, and over went some small sailing craft. Mr. Asche went to the rescue, and was just in time to save two young people, not only from a watery grave, but a speedy dissolution in the jaws of the ever-handy sharks. I need not say that the news quickly spread, and a bold advertisement resulted. On the following Saturday a nice little "thousand to sixty" came off at Randwick, the very beautiful principal racecourse of Sydney. Mr. Asche was a generally regular attendant at the races, and frequently scooped in a big pool.

DEATH OF JOHN GUNN.

The news of the death of John Gunn came to us as a painful shock during one of our matinées, and spread a sad gloom around. The performance was hurried to an end, and the house closed that night. It may be said truly that all who knew Gunn, whether his stage employés or his most intimate friends, learned to love him and do now revere his memory. He was at once the kind, indulgent master and the most sincere and generous of friends. I had known him on and off for nigh twenty years, and he was one of the first to bid me a hearty welcome when we again met down there. His death from pneumonia may be directly attributed to the overwork, strain, and anxiety attending our opening. He had supervised the reconstruction of the Criterion Theatre, involving over £4,000 expense for stage-enlargement for our big productions, and had sat for hours together in the new damp offices, neglecting his meals and rest times. He was but thirty-nine years of age, and the pity of it all is he was just over the thorny point of distressful struggle for success, and his path seemed strewn with brightest hopes. He was buried at Waverley, where we left poor Gunn in his grave of sand by the sea waves, whose spray-bloom was being borne gently by the wind over the mass of floral tributes on his last resting-place.

It is at Waverley, too, where poor Amy Roselle and her husband, Arthur Dacre, lie, as, too, do John F. Sheridan and Robert Dampier.

For the concluding nights in Sydney Mr. Asche staged "Taming of the Shrew" and "Julius Cæsar" (without scenery). The latter created such a remarkable effect at the Town Halls that it was decided to transfer it to the theatre proper, and in the part of Brutus Mr. Asche bade the Sydney public au revoir. The company were booked to return to Sydney at the end of the Melbourne season for a further ten or twelve weeks' engagement.

Returning to Melbourne for the Christmas season, the company resumed the run of "Othello"—interrupted at the height of its success to admit of the public seeing Lily Brayton's charming portrayal of Rosalind in "As You Like It"—and then

followed the production of "The Merchant of Venice," staged with some very lovely scenery, properties, and effects, prepared locally. Portia's garden at Belmont was especially "a thing of beauty," with fountains plashing in the moonlight. Another novelty was a scene within Shylock's house, where, after locking up his money-bags and jewels, he says good-night to Jessica, being "bid forth to supper" with the Christians, and wanders out into the night, and his daughter is seen to rob him of his ducats. Beyond this Mr. Asche played Shylock with a Jewish accent, and instead of making an entrance with Bassanio in "A Public Place," was discovered seated at the window of his house with legs crossed and back to audience.

Miss Lily Brayton played Portia some years ago with Mr. F. R. Benson, but this was Mr. Asche's first appearance as Shylock.

Mr. Asche departed from the accepted reading of the dignified Jew, and gave us a performance of uncanny malignance, with occasional humorous touches, such as the old tradition tells us was the common reading of the Jew prior to Macklin. Whether he is right or wrong, the unconventional is always interesting. There are many new points in Miss Bratyon's Portia which denote careful study and originality of thought.

During this second season was produced "Count Hannibal," which became pronouncedly popular. Then back to Sydney—the "City of Pleasure"—from the "City of Business," and here I may quote from a letter I sent THE STAGE from Sydney under date of May 4, 1910:—

"The time is now approaching when we shall bid farewell—or is it to be only *au revoir*?—to the shores of sunny Australia and embark for the land of the Big Smoke! To be precise, we are playing the farewell fortnight at Sydney with "Count Hannibal" in the bill. Coming to Australia for an intended six months, we are playing thirteen, and still the rage goes on unchecked. Success has succeeded success uninterruptedly. Pelion has been piled on Ossa.

"By the date you receive this we shall be opening a short season at Adelaide, and from there we go back for a third and farewell season at Melbourne. Sydney, as I have already said, is unapproachable, though there are some people who claim for Rio that it is the most beautiful place on earth. Of course, it must be compared from the point of view—or views—as a harbour, for Sydney is the harbour and the harbour is Sydney, and it is hard to conjure up anything more enchanting than Sydney, with its fifty, or a hundred, or hundreds of harbours, bays, rivers, and inlets in its harbour. The city itself is nothing much to boast of, except its marvellous rise. Nothing can stop that; its natural advantages are an impelling and compelling force to render it a great and growing centre of commerce, science, and, in the future, art.

"I am writing this from my balcony, from which I enjoy the incomparable view of harbour water stretching out octopus-like in all directions through near islands and distant hills, over which the sun is now sinking, leaving behind rays, the richness in colouring of which is seldom seen in the old country, but which disappear rapidly in twilights all too short.

"We shall be glad to see all this again before we die, and when we come back—if we come back—some of us might be tempted to remain among it for the rest of our days; for, as I have said before, Nature has given in abundance to Sydney, and given of its best. However, hearts are wildly beating to return to the land of our birth.

"To revert a bit before my pen bears me away from stage-land—which, of course, is the subject of my story—there is as much difference between a Sydney audience and a Melbourne one as between chalk and cheese. Sydney is cool in comparison. Climatic perhaps, for here it is a humid and clammy atmosphere, and in Melbourne it is dry, and I take it the Sydney folk perspire too freely to wax enthusiastic over anything but their harbour.

"Coming to Melbourne. What about Melbourne? Oh, I love the audiences there, with their wild bush-cry of 'Cooley!' as the Asches make their entrances. We are all known there individually and petted by the public in accordance with the parts we have played, or how we have 'gone on' for them. Yes, Melbourne seems more homely and cheerful to us, for they warmed up to us at once, and—without offence, let it be said—'Melbourne for Society' as well as business—the street-people are superior, the girls dress better, and the larrikins are less objectionable. The people walk on the right side of the pavement, and sometimes apologise



MARGARET CATCHPOLE'S COTTAGE.



MARGARET CATCHPOLE'S GARDEN,

Overlooking one of the inlets of Sydney Harbour.

In view of Mr. Laurence Irving's intention shortly to produce in the West-End of London the play of "Margaret Catchpole" the above photographs are of interest.



FAREWELL TO THE ASCHE-BRAYTON CO. AT MELBOURNE.
Crowd gazing up at the departing company.



LAST VIEW OF MELBOURNE (HOBSON'S BAY), ON LEAVING
THE PIER HEAD.

when they jostle you off into the gutter. I suppose, at Toorak, a Melbourne South Kensington, one comes among as well-bred a set of people and as charming society as may be found in any part of the world."

After our short stay in Adelaide we produce at Melbourne Tobin's "Honeymoon," with the following cast:—

Duke Aranza	Mr. Oscar Asche
Count Montalban	Mr. Ian Penny
Captain Rolando	Mr. Kay Souper
Jaquez	Mr. Athol Forde
Lampedo	Mr. Caleb Porter
Signor Balthazar	Mr. Herbert Grimwood
Campillo	Mr. Arthur Trantom
Lopez	Mr. R. F. Anson
Juliana	Miss Lily Brayton
Zamora	Miss Elfrida Clement
Volante	Miss Constance Robertson
Hostess	Miss Bessie Major

The production of "The Honeymoon," though everything was done from the point of view of picturesque *mise-en-scène*, failed to vie with Shakespeare—or even Stanley Weyman—for success, but might be far more acceptable to a London audience with its thousands of admirers of the elder style of comedy-drama. "The Merry Wives of Windsor" fitted the company like a glove, and went with a scream to howling business.

FAREWELL TO MELBOURNE.

At 7.30 in the morning of a raw winter's day in July the first enthusiasts arrived at the doors of the old Royal, and at eight o'clock that night the curtain rang up on "The Shrew" in an atmosphere I may describe as positively electric. Everyone was somebody on that occasion, the smallest fry getting a hand on entry. To Mr. and Mrs. Asche was awarded a wonderful welcome on their appearance, and a tearful farewell to the strains of "Auld Lang Syne," played and sung by the orchestra and vast audience upstanding. Mr. Asche put the big result of his company's visit in a multum-in-parvo phrase, "I came here," he said, "hoping to find you had kept for me a small corner in my old home. I found you had given me the whole hut."

The send-off from Port Melbourne of the company per R.M.S. "Orsova," which took us to Perth, was stupendous. Special trains were run to the pier, and the crowd mustered an enthusiastic 5,000. Miss Brayton and her husband cast hundreds of button-holes down from the upper deck to the "star"-gazing throng, and, finally, the Guv'nor sent his best bowler flying among them, for the possession of which a wild scramble was made, and finally captured by one whose head was entirely smothered in it. Once more the thousand cosmopolitan voices joined in "Auld Lang Syne," and the enthusiastic Caledonians sang "An' will ye no come back again"; and thus ended a phenomenally successful visit to "God's Country"—or, rather, the east of it.

PERTH.

As in the East, so in the West, wonderful business was done. What is a big house in Melbourne is a comparatively small one at His Majesty's Theatre, Perth, and each performance drew overflowing audiences; and, again, "Othello" beat all records, and was played on the farewell night.

Perth, perhaps more than any of the other centres we visited, presents brilliant prospects of future prosperity, and it would be well for a few hundred young, aspiring actors in London and the provinces to shake off the yoke of inauspicious star-gazing and make their way out there and get on the land, the railways, or the mines. Vast areas for wheat-growing are being opened up, and fortunes rapidly made, and there is every sign and belief that huge territories, as yet unexplored or unsurveyed, will yield mineral wealth untold to-day. Workers are all that are required, and the Australians will give them a hearty welcome, and if they have to handle a shovel or ply a pick they will be looked upon as gentlemen so long as they behave as such. Now, my actor-brethren, get the limelight out of your eyes, light your pipes with your press-notices, cast the shadow of an obscure "future" from you, and strike out for this land of sun and freedom.

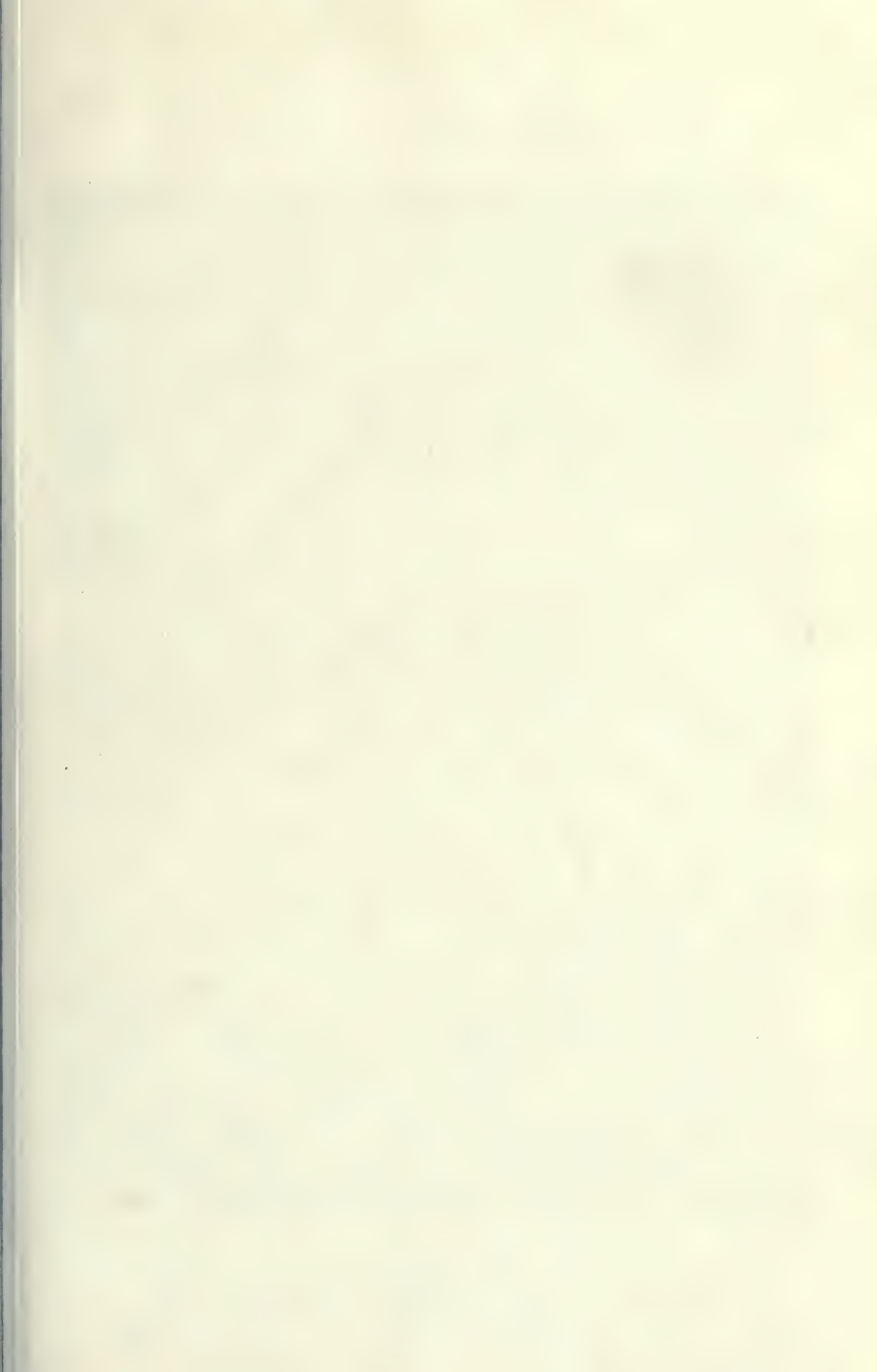
I had some reason to believe I left some impression behind—among the canine breed—for I was instrumental in establishing in both Sydney and Melbourne

dogs' homes on the lines of ours at Battersea. Up to then a municipal cart and a man with a lasso went the rounds, capturing any poor stray or lost dogs and taking them to a lock-up till a monthly auction decided their fate. Five shillings was the limit, under which no animal stood "an earthly." "How much for this beautiful bitch?" the auctioneer would say, holding up the article by its tail, if not too heavy or vicious-looking. "Three shillings." "And sixpence." "Four bob? . . . All done at four bob? . . . Put her in the tank, Joe." Blob, splash, gurgle! a despairing whine, and a good, faithful creature, who might have been a true friend to many a squatter or his men up country, was added to the promiscuous slaughter. At Melbourne we gave a benefit show, which drew a house of £217, and one in Sydney £100 odd. The dogs have now a society in each place for their protection, a house to be taken to, and a lethal chamber in which their sufferings may be painlessly ended.

We brought home many "pets" with us in the shape of parrots, galahs, laughing jackasses, etc., and the writer is hopeful of rearing a fine magpie, which he has already taught in the sorrow of his own heart to say "Macbeth," act two, scene one. Mr. Asche sent home two beautiful greyhounds, presented to Miss Brayton in Melbourne, which always accompanied her on to the stage on her first entrance as Katharine. These, with the two English greyhounds at home and half a dozen other dogs of different breeds, make up quite a collection at St. John's Wood—a private dogs' home, in fact.

We sailed from the shores of Australia on August 25, and arrived home on October 1, 1910. We left Perth, per R.M.S. "Otway," in mid-winter, with a great, warm sun shining over head, and wild flowers blooming in rich profusion, carpeting hills and dales for miles around, and we sailed into the same dear, dirty, damp old Channel fog, being nearly run down by a manœuvring battleship carrying no lights the night before we landed! From the warmest of welcomes in that land o' the leal to the mother of free nations that gave it birth. We cannot but look back—half in sorrow, half in pleasure—to our visit; sorrow at bidding farewell to homes in which we were accorded a welcome so truly colonial; pleasure in thinking we leave behind us a useful, if not ineffaceable impression on dramatic memories that will, in some measure, make amends for the void we were made to feel we left in so many dear hearts "down under" by our departure.







MISS JULIA MARLOWE.

From the Painting by IRVING R. WILES.

From a Copley Print (copyright 1902) by Curtis and Cameron, Boston

THE YEAR'S DRAMA IN AMERICA.

BY THE NEW YORK CORRESPONDENT OF "THE STAGE."

THE year 1910 may not be described as a wholly satisfactory one so far as the drama is concerned in the United States, since it did not fulfil the promise held out by the hopeful ones that it would make ample amends for the losses incurred during the Presidential election, following on the period of the fearful depression and slump in the financial world of the previous year. The action of the Republican party caused an upward revision of the tariff instead of a downward one, and caused an enormous rise in the cost of commodities, and consequently a very large increase in the cost of living, which dissipated the money of the small wage earners, while those benefiting by the increased cost were lured from the theatres by the automobile craze which has seized the wealthy ones. The small wage earner has been catered for by the cheap vaudeville and picture houses at the expense of the theatres, and there is no hope that there will be any immediate improvement in the situation.

The New Year saw a number of hold-overs from 1909, including "The Chocolate Soldier," in its seventeenth week, at the Casino; "Seven Days," at the Astor; "The Belle of Brittany," at Daly's; "Old Dutch," at the Herald Square; "The City," at the Lyric; Forbes Robertson, at the Maxine Elliott, in "The Passing of the Third Floor Back;" "The Lottery Man," at the Bijou; "The Fortune Hunter," at the Gaiety; "Is Matrimony a Failure?" at the Belasco; "A Bachelor's Baby," at the Criterion; and "The Lily," at the Stuyvesant.

"The Midnight Sons," at the Broadway, was also a hold-over, but it was followed on January 6 by "The Jolly Bachelors," which jumped into favour, and may be counted among the successes of the year. Israel Zangwill's "The Melting Pot," too, lived over until the New Year, and was replaced on January 3 by "The Affinity," a comedy adapted from Brieux's "Les Hanneçons," by Laurence Irving, in which both he and Miss Mabel Hackney (Mrs. Irving) appeared at the Comedy. During the month of January there were twenty-one new attractions offered, of which only eight may be classed among the successes—"The Jolly Bachelors," before mentioned, produced by Lew Fields at the Broadway; "Your Humble Servant," at the Garrick, in which Otis Skinner made a hit in the star part (and this play has since made barrels of money for him on the road); "The Old Town," at the Globe, a purely American production, written by George Ade and Gustave Luders, presented by Charles B. Dillingham; "The Arcadians," which was perhaps the principal success in the musical comedy line, if not in any other line, of the whole year. It is noteworthy that this piece was allowed to be presented to the public without being "Americanised" or tinkered by local stage-managers. It was put on by Mr. Reynolds, who was brought over to superintend the production of "A Dollar Princess." "Alias Jimmy Valentine" was another lasting success, and was brought from Chicago to Wallack's Theatre, where it finished out the spring and summer season, and occupied a goodly share of the autumn season. "Mrs. Dot," with Miss Billie Burke, was another success at the Lyceum, and afterwards on the road it attracted some of the best business done this year. Mr. Charles Frohman scored again with Piner's "Mid-Channel" at the Empire, with Miss Ethel Barrymore in the principal part. Perhaps the most striking dramatic incident of this month was the manner in which the public acknowledged the merit of Forbes Robertson's production of "The Passing of the Third Floor Back," for, in addition to the wonderful business done, President Taft singled it out for a visit

on the occasion of his coming to New York to attend the marriage of his niece, while the Lotus Club tendered the eminent actor a banquet, which was attended by a large number of the most famous men of letters in the United States.

About this time Mr. Henry B. Harris came forward with a proposition to provide £5,000 for the establishment of a chair of dramatic literature at Harvard University, provided that nine other sums of a like amount were obtained. Professor Baker almost immediately secured six, but apparently the other three were unobtainable, for the scheme has not been heard of since.

It is worthy of notice that at a meeting of the members of the Association of Producing Managers Mr. Al. Hayman voiced his opinion that the state of the theatrical business was due to over-building of theatres; while Mr. Henry W. Savage sounded a warning anent the prospects of grand opera, which found an echo in Philadelphia, where Oscar Hammerstein made similar remarks, which he has since backed up by backing out of the opera business in this country.

February showed a goodly number of productions, but the list of failures was out of all proportion. Only three plays out of fourteen made anything like good, and these had been some considerable time on the road previously or running in the large cities. The principal of these was "Madame X," which had been playing to excellent business in Chicago, whence it was brought into New York, where it made an instantaneous hit, and ran out the season. "The Yankee Girl," at the Herald Square Theatre, too, was a musical comedy which had been attracting money on the road, and was brought in for a New York run, and made good, with Miss Blanche Ring in the stellar rôle. "The Travelling Salesman," which had already done Henry B. Harris yeoman service, was presented at the Gaiety, and added still more to the exchequer of that popular manager.

In February the tour of the play by Mrs. Hodgson Burnett, "The Dawn of a To-morrow," was ended rather suddenly owing to the star, Miss Eleanor Robson, entering into matrimonial relations with August Belmont, the millionaire railroad and racing man. This placed the Lieblers in rather a predicament, but, proving the truth of the old adage that no person is indispensable, George Tyler later secured the services of Miss Gertrude Elliott (Mrs. Forbes Robertson), a stroke of business which has since turned out to be one of the luckiest this astute manager has accomplished during his control of the management of that firm.

About this time American authors began to exert themselves in the direction of reducing the amounts exacted by the play brokers, who absorbed quite a considerable result of the efforts of these individuals, and the movement in this direction has since borne fruit, for a society, called the Authors' Producing Society, has been formed for the purpose of exploiting their own plays. The first to be so produced in these new conditions was Charles Klein's "The Gamblers," which achieved a great success, and promises an all-season run in New York, and possibly longer.

March had a very poor showing for productions, only three taking place, the most notable of which was Maeterlinck's "Sister Beatrice," which created a profound impression at the New Theatre, with Miss Edith Wynne Matthison in the name-part.

Though unimportant so far as productions were concerned, in other matters March was pregnant with a matter of the greatest import to the entertaining world, for in this month the White Rats Agency Bill went up to Albany, and despite the most influential opposition got through, and has since been ratified and become law in the State of New York. It was submitted to the care of Senator Cobb, who saw it through, by Attorney Dennis F. O'Brien, instructed by Harry Mountford on behalf of the White Rats. By the provisions of the Bill the commission of the agents is limited, instead of their being allowed to exact as much as they possibly could as formerly, and other regulations of a most necessary description, which put the bogus agent out of business, in addition to exercising a most salutary influence on those remaining.

April saw twelve productions. Of these reference need only be made to "The Spendthrift," by Porter Emerson Browne, presented by Frederic Thompson, at the Hudson Theatre, and "A Matinée Idol," at Daly's Theatre, in which De Wolfe Hopper appeared in the star part. The production of "The Spendthrift" was noticeable by way of the hit made by Miss Thais Magrane, who played the leading part, and jumped immediately from an obscure stock company to the position of a New York favourite. Perhaps "The Lady from Lobster Square" might be placed among the successes, though the production aroused a good deal of discussion, since it had been forbidden by the authorities in Trenton, and had also

been refused a hearing in other cities; but in New York it played for some time to crowded business. "The Girl with the Whooping Cough" came off worse, since Mayor Gaynor stopped the representations by revoking the license of the New York Theatre where it was being played, and Miss Valeska Suratt had to return to vaudeville.

In April, too, a most notable revival of "Caste" at the Empire Theatre attracted considerable attention, for in the programme were the names of Miss Marie Tempest as Polly Eccles and G. P. Huntley as Old Eccles, the result being record business at this theatre for the limited period arranged for its presentation.

A heavy blow was struck at the Syndicate in April by Julius Cahn, who owns or controls an important circuit in New England, going over bag and baggage to the Independents. Further defections from the Syndicate took place in April, when Daniel V. Arthur, William A. Brady, and George Tyler (Liebler and Co.) joined with the Shuberts, while John Cort, controlling one hundred and forty theatres, Mose Reis, about one hundred, and C. P. Walker and C. A. Marshall, together controlling about a hundred more, declared for the open door policy.

May was very scarce in the way of productions, for only "Tillie's Nightmare," "Her Husband's Wife," and two revivals took place. "Tillie's Nightmare," with Marie Dressler in the star part, was produced at the Herald Square Theatre, and hit the public at once, and brought packed houses for months. "Her Husband's Wife," which had been playing to successful business on the road with Henry Miller as the star, only scored a moderate success, and soon retired to the road. In May two notable revivals took place, one at the Lyric of "Jim the Penman," in which Wilton Lackaye played the part undertaken by him on the occasion of its original production in this city, and "The Mikado," with an all star cast (really) at the Casino, which caught on so thoroughly that the celebrated opera was revived in all parts of the States by light opera companies that had not been "striking lucky" for some time, a policy which soon brought relief to their strained resources.

Perhaps the most vital incident in the history of modern theatrical business took place this month, for the campaign which had been fitfully waged against the Syndicate for some considerable time took a solid form, since seventy-five of the managers in the States and Canada, no doubt stimulated by the action of Julius Cahn already referred to, declared for the open door policy, instead of being controlled by the Syndicate. This was soon followed by the formation of the National Theatre Owners' Association, with a capital of fifty million dollars, of which John Cort was elected President, Mose Reis, Vice-President, J. J. Coleman, Secretary, and Albert Weiss, Treasurer, with a booking office in New York. The importance of this move may be estimated by the fact that the members owned or controlled upwards of twelve hundred theatres. Immediately following this, the Authors' Producing Association already mentioned was formed, with Charles Klein, Eugene Walter, and William Broadhurst at the head.

This state of affairs was met by twelve of the producing managers banding themselves together, with the avowed intention to book only with Messrs. Klaw and Erlanger, and to offset the effect of the loss of theatres, Marc Klaw started for the North-West, which is the particular stronghold of John Cort, with powers from a five million company to lease, build, or in some way obtain control theatres in that section, in order to get material for tours for their clients. The project, however, proved impracticable, and after sundry skirmishes and bickerings, the Syndicate, influenced, no doubt, by the defection from their ranks of Henry W. Savage, one of its most prolific producers, found itself compelled to back down and make terms with the Independents, and so ended the conditions which had obtained in theatrical business for upwards of twenty years—conditions which were the marvel of those who could not understand men handing themselves over bound hand and foot to a corporation imposing unheard of terms upon their clients, which had the effect of driving out the small producer of single attractions, who was, and will be, the backbone of genuinely honest theatrical enterprise.

Another singular incident, marking the evolution of the drama in this country, was the engagement of Bert Williams, the coloured comedian, to appear with the Follies of 1910, the first time a negro comedian has ever been allowed to appear with white actors in this country.

June saw a considerable diminution in the way of productions in New York, only three taking place, but it is noteworthy that all three attained more than

a passing popularity—"The Summer Widowers" at the Broadway, a sort of revue, presented by Lew Fields; "Girllies" at the New Amsterdam, a musical comedy of the type recognised by the advertisements, which announced, in regard to the female members of the chorus, "none over twenty, and none of them married." The third production was made by William A. Brady, with Louis Mann as the star, at the Lyric Theatre, a translation from the German, entitled "The Cheaters," which has served that artist for a paying attraction ever since. In far off Chicago, however, "Baby Mine," produced under the management of William A. Brady, with Miss Marguerite Clark in the principal rôle, scored an incisive success, and with this ended the regular dramatic season, the closing weeks of which were considerably dulled by the news of the death of King Edward VII., for, strangely enough, the public seemed to feel this sad event as keenly as the most patriotic Englishmen.

In June the threatened descent of the Academy of Music to a moving picture house was averted by Corse Payton taking it over and continuing it as a stock company theatre. He did so well that at the end of the term agreed upon the owner of the lease, William Fox, took it over for the same purpose.

The popular feeling against attractions of an indecent description found an outlet in a resolution passed at a meeting of the International Poster Printing Association, by which it was resolved to supply no printing for shows of this description, while Mayor Gaynor, of New York, approached Mayor Fitzgerald, of Boston, to join in action against these pieces, which they assert exercise a baleful influence upon the public morals.

In June the Herald Square Theatre and the block of which it is a part, passed into the possession of a Syndicate headed by Lee Shubert. This was the more interesting from the fact that this theatre was the first in this city to be operated by Sam Shubert, the founder of the firm which bears his name. It was originally opened January 10, 1874, on the lines of the Colosseum in Albany Street, near Regent's Park, London, but did not realise the aim of the promoters, and was turned into an Aquarium, and later into a theatre for the purpose of presenting Gilbert and Sullivan's "H.M.S. Pinafore" in 1883, in which Maude Branscombe played Hebe, the part originally taken by Jessie Bond. After being operated as a circus, it figured as Hyde and Behman's Dime Museum, then Harrigan and Hart's, and finally as a theatre again, from which it is to be changed to an office and business building.

A sad echo of the past was heard this month when it was made public that the once famous and beautiful actress Clara Morris was lying a helpless invalid, amidst privation. The public responded readily, and the actress was speedily released from all financial worry.

Though the season had been on the decline since the end of April, the Actors' Fund Fair, at the Armoury in Thirty-fourth Street, kept both the profession and the public all agog. President Taft presided at the dedicatory ceremony, which was attended by men and women of social and artistic standing from all parts of the United States, and during the week the Fair remained open vast crowds maintained a steady flow through the huge building.

The season ended only in the principal theatres, but all through the States the stock theatres became doubly busy owing to the release of artists whom they could star, and, indeed, many were glad for the opportunity, since the season had been far from a banner one, and not a few who usually retired to their country homes or seaside resorts buckled to in the stock companies.

The season started badly again in August with the production of "The Brass Bottle" and "Love Among the Lions," in which A. E. Matthews was introduced to the American public as a star. Out of ten productions but four may be placed in the successful class—"The Commuters," at the Criterion, produced by Henry B. Harris; "Baby Mine," at Daly's, a William A. Brady production; and "Madame Sherry," at the New Amsterdam, all three of which are still running; while another production by Henry B. Harris, "The Country Boy," at the Liberty, ran until the last week in December, and is now on the road doing great business.

To add to the worries of the managers, the stage hands threatened a general strike unless they had considerable increase in their wages, and a disaster was averted only by the managers partly giving in to their demands.

September was responsible for fifteen productions, of which only six may be termed successful. These latter consisted of "Smith," at the Empire, with John Drew as the star; "Mother," at the Hackett; "Hans the Flute Player"; "Get-Rich-Quick Wallingford," at the Gaiety; and "Alma, Where do You Live?" in which Miss Kitty Gordon appeared as the star. The last-named three are still

running in their original homes. "Mother" was transferred to the Circle, while the other two are doing great business out of town.

In this month the Chinese Theatre, which had flourished for many years, more or less, and recently had passed into the hands of Raymond Hitchcock, who had instituted a sort of Chinese "two-a-day" entertainment, ended its existence as a theatre; the site was acquired by a missionary association.

A rather startling announcement emanated from Charles Frohman about this time to the effect that he had come to the conclusion that Sunday performances in New York were desirable, and that he was taking steps to obtain the necessary permission of the authorities in order to present high-class plays, mentioning the works of Granville Barker, G. B. Shaw, and Galsworthy as indicating the class of attractions held in view by him. At once the Independents announced it as their intention to organise an American Stage Society, consisting of subscribers, who would have the privilege of having seats at Sunday performances. However, neither of these threats materialised.

A new departure was inaugurated at the New Theatre by the introduction of wage-earners' nights, when the poorer classes might witness the performance at that institution at a very small cost for admission, and this example soon found imitators among the various attractions not doing too well in the city.

A movement was set afoot to obtain an alteration of the child labour law, which in quite a number of States precludes the employment of children on the stage, nearly every important manager and star taking part in it. One of the effects of the law was the cancellation of Margaret Anglin's dates in all Illinois cities, where she had been announced to appear in "The Awakening of Helena Ritchie"; and another was the compelling of Francis Wilson to engage a dwarf of twenty-three to undertake the part of the baby in "A Bachelor's Baby" in Boston.

In this month Gertrude Elliott made her first appearance as a star in "The Dawn of a To-morrow" in the place of Eleanor Robson. The result was looked forward to by many with anxiety, but the success achieved by her was great and instantaneous, and reflected the greatest credit upon the acumen of George Tyler, who was responsible for the move.

News of a most unsatisfactory character had been circulated regarding the finances of the Actors' Society, and culminated in an application to the Courts to allow of the Society to dispose of their premises for the sum of £55,000, since an examination of their accounts disclosed the fact that their expenditure amounted to £8,573, while their income was but £8,365, a difference one would imagine might have been easily corrected. The application was granted, and later the Society moved to new quarters in the 45th Street Exchange, next to the Lyceum Theatre, where they have a library, post office, reading-room, and an assembly-room each for the ladies and gentlemen.

October was perhaps the busiest month of the year, for no fewer than eighteen productions saw the light, some of them mere flickers. Out of that number only five succeeded—"Rebecca, of Sunnybrook Farm," at the Republic (late the Belasco); "The Concert," at the Belasco (late the Stuyvesant); and "The Gamblers," at the Maxine Elliott, all three of which are still running at the same theatres; while "The Blue Bird," produced at the New, is now running at the Majestic; and "Madame Troubadour" ran until the last week in December, and is now being played most successfully on tour.

The Shuberts announced this month that they would not permit seats for their theatres to be on sale at the various agencies, and that in future each of their establishments would be a booking centre for the others, in this manner doing away with the loss of the percentage, and, more important still, correcting the conditions which allowed these agencies to retain choice seats and to return them at a period often too late for their disposal at the box office.

November was a busy month, too, for the productions numbered fourteen, of which ten were successful, or sufficiently so to warrant a subsequent road tour. The principal successes were "The Nest Egg," at the Bijou, the production of which saw Miss Zelta Sears in a stellar capacity for the first time in this city; "The Girl and the Kaiser," at the Herald Square, in which Miss Lulu Glaser appeared as the star; "Naughty Marietta," at the New York, in which Mlle. Emmy Trentini made her bow for the first time as a comic opera star; "Nobody's Widow," at the Hudson; "I'll Be Hanged If I Do," at the Comedy, with Willie Collier under the management of Lew Fields for the first time; and "The Importance of Being Earnest," the revival of which at the Lyceum, with A. E. Matthews

as the star, was most successful. All these attractions are still running in their original homes, while "The Cub," produced at the Comedy, had to leave to make room for Collier, and is on tour. "Getting a Polish," with May Irwin, is also on tour, having experienced a most satisfactory short season at Wallack's; and Pinero's "The Thunderbolt," at the New, was also voted a success. In Chicago this month Mrs. Fiske produced a comedy by Harry James Smith, "Mrs. Bumpstead Leigh," which may also be put among the successful ones of the month.

Miss Ellen Terry arrived in November, and began her lecturing tour on the subject of Shakespearean heroines, which proved most successful.

In Chicago the production of "Salome" this month at the newly organised Opera House gave rise to adverse comment, and the Chief of Police stepped in and put a stop to the representations.

A most important step was taken this month by the White Rats, who became associated with the Actors' National Union in order to become affiliated with the American Federation of Labour, the result being an acquisition of power the beneficial effect of which will be difficult to overestimate.



THE AMERICAN STAGE.



"THE CONCERT," AT THE BELASCO, NEW YORK.

MISS JANE GREY, MR. LEO. DITRICHSTEIN, MR. WILLIAM MORRIS, AND MISS JANET BEECHER.

[Lyon.

THE AMERICAN STAGE.



"THE LILY," AT THE STUYVESANT (NOW BELASCO), NEW YORK.

MISS JULIA DEAN, MISS NANCE O'NEILL, MR. ALFRED HICKMAN, and MR. CHARLES CARTWRIGHT.

THE AMERICAN STAGE.



"THE CHOCOLATE SOLDIER," AT THE CASINO, NEW YORK.

MISS IDA BROOKS HUNT, MR. JACK GARDNER, MISS ARCARO, and MISS EDITH BRADFORD.

THE AMERICAN STAGE.



"BABY MINE," AT DALY'S, NEW YORK.

MISS MARGUERITE CLARK, MISS IVY TROUTMAN, and MR. ERNEST GLENNING.

THE AMERICAN STAGE.



"MOTHER," AT THE HACKETT, NEW YORK.

MISS MINNETTE BARRETT, MR. JAMES BROPHY, MISS EMMA DUNN, and MISS MARION CHAPMAN.

THE AMERICAN STAGE.



"NOBODY'S WIDOW," AT THE HUDSON, NEW YORK.

MISS BLANCHE BATES AND MR. BRUCE McRAE.

THE AMERICAN STAGE.



"CASTE," AT THE EMPIRE, NEW YORK.

MR. G. P. HUNTLEY, MISS ELISE FERGUSON, MISS MARIE TERPST, AND MR. EDWIN ARDEN.

THE AMERICAN STAGE.



THE BAL TABARIN SCENE IN MRS. LESLIE CARTER'S PLAY, "TWO WOMEN," AT THE LYRIC, NEW YORK.

THE AMERICAN STAGE.



"THE DEEP PURPLE."

MR. RICHARD BENNETT,³ MISS CATHERINE CALVERT,⁶ AND MR. JAMESON LEE FINNEY.

THE AMERICAN STAGE.



"CON AND CO." AT THE NAZIMOVA, NEW YORK.

MR. WILLIAM BUBBIS, MR. BEN HENDRICKS, MISS MAUDE O'DELL, and MR. GILBERT DOUGLAS.

THE AMERICAN STAGE.



MR. WALTER HAMPDEN AND MR. TULLY MARSHALL
In Clyde Fitch's posthumous play, "The City," at the Lyric, New York.



MR. FREDERICK TRUESDELL AND MISS HELEN WARF
In the fourth act of "The Deserters," at the Hudson, New York.

THE AMERICAN STAGE.



MR. JULIUS McVICKER AND
MISS LULU GLASER

In "The Girl and the Kaiser," at the Herald Square, New York.



MISS DOROTHY TENNANT, MISS GERTRUDE
QUINLAN, AND MR. LAWRENCE WHEAT

In "Miss Patsy," (Act 3).

THE AMERICAN STAGE.



MISS HEDWIG REICHER

In "The Next of Kin."



MISS BESSIE MCCOY

In "The Echo," at the Globe, New York.

THE AMERICAN STAGE.



MR. JACK GARDNER AND MISS ARBARTANELL

In "Madame Sherry," at the New Amsterdam, New York.



MR JOHN BARRYMORE AND MISS MARY RYAN

In "The Fortune Hunter," which had a year's run at the Gaiety, New York.

THE AMERICAN STAGE



MR. RALPH HERZ

In "Madame Sherry" at the New Amsterdam, New York.



MISS LOUISE GUNNING

In "The Balkan Princess."

THE AMERICAN STAGE.



MISS WILLETTE KERSHAW AND MR FORREST WINANT

In "The Country Boy," at the Liberty, New York.



MISS GRACE GOODALL, MR. PARNELL PRATT, MISS FRANCES
RING, AND MR. HALE HAMILTON

In "Get Rich Quick Wallingford," at the Gaiety, New York.

ONE-NIGHT STANDS IN AMERICA.

BY W. H. DENNY.

THE bare expression "one night stands" perhaps is unintelligible to the lay individual, and fails to convey even a remote idea of what those words mean, but to the persons concerned they are full of significance and of a description not to be put down in the category of agreeable matters.

It is a term used in theatrical touring, and refers to professional visits to those places where the population is not up to a standard demanding, from a financial point of view, more than one performance of a piece by each travelling company.

The one night stand is a vile invention, springing from the modern desire to get rich quickly, and, although it obtains to a certain extent in the British Isles, it is mostly the vogue in the United States, where it is part and parcel of almost every tour. Indeed, certain of the inferior companies deal entirely with one night stands, the unlucky members of such organisations having to play as many as forty consecutive weeks, sometimes, of one-night stands in a season, with perhaps the good luck to get a broken week here and there of two or even three nights in one city.

To the ordinary mind it would seem almost impossible for the nervous system to bear the wear and tear of these stands, especially in the case of delicate women, who have to put up with the hardships equally with the men. But somehow the artists manage to get through as a rule. To be sure, occasionally one reads that So-and-so has been left behind in such-and-such a hospital, or someone else has been found dead in his bed, or another has had to enter a sanatorium, suffering from nervous breakdown, but the tour still goes on, except in the case of the star giving way, when it is usual to "lay the company off" or bring them in altogether, but this is only resorted to as a last measure.

It is almost unnecessary to state that even the least hygienic precautions must of necessity be disregarded on these tours, while the food, inferior as it is in the class of hotels the average actor patronises throughout America, is most frequently, in these smaller cities, of such a description as to defy any other term but the word filth. Ptomaine poisoning, in other words acute inflammation of the stomach and intestines, with frequent fatal results, induced by eating putrid food, is extremely common.

On these tours one feels most loth to consult a doctor, for one usually comes across a member of the medical fraternity who is smitten with the national craze and is "out for the dollars," when woe betide the unfortunate patient. Almost any actor in the States will be able to recount to you the terrible financial result of some illness or other.

What chance the ordinary constitution stands of remaining strong and healthy may be gathered from the fact that it will often happen that after an all-night journey the company may just arrive in time to get to the theatre for the matinée. If the curtain is late in going down, the period for the meal (I was going to say dinner) between the matinée, and the evening performance is curtailed, for the curtain has to go up on time, as it may be that after the performance is over a train has to be caught to the next town, and when it is remembered that every stick and stone has to be carried—scenery, dresses, properties, even the smallest item having to be packed each night, it may easily be realised that the lot of the one-night stander is not an idle one.

It frequently happens that the working staff, who include the property men and those in charge of the scenery, etc., obtain but the merest fraction of a night's sleep, sometimes for a week together, and may be often seen snatching a cat-nap during the performance in order to be prepared for the next move.

The actors themselves have more opportunity for rest, and usually may get into their berths in the sleeping car hours before the working staff, for which, of course, they have to pay. Out West, though, even this advantage does not always offer, for one sometimes strikes a train without sleepers, when, if one is fortunate enough, one may appropriate a double seat in the day car, and by means of converting oneself into a sort of note of interrogation, get the semblance of a recumbent position, and a proportionate amount of substitution for rest.

It may happen at times, though, that the cars are so full that this comparative luxury cannot be indulged in, and in that case the unhappy actor has to sit bolt upright all night, and in this position it is realised that the day cars of the American railways are not the most restful specimens of luxury, so far as comfort is concerned.

Even this mockery of rest is sometimes denied one, though not frequently, and on these occasions the one-night stander has actually to realise the term and stand the whole night through, perhaps after an exhausting day and night of two performances.

Sitting up until three and four in the morning, or having to turn out into the chill blast of a wintry morning in the "wee sma' hours ayont the twal," is such an ordinary part of the one-night stands that it is scarcely worth mentioning.

Personally, I have been extremely fortunate with regard to touring in the States, and my experience of the one-nighters, I am thankful to say, is somewhat limited, though my last season was rather a bit of a trial.

The fun started on a Wednesday in Louisville, K., with a matinée and an evening performance. On Thursday morning a train had to be caught at 7.30 for Lexington. The journey was not a very long one, as we managed to arrive about twelve midday, but, unfortunately, we discovered that it was the opening day of the races, a fact our advance manager had, with his usual ability and consideration of others, failed to notify us. The result was that all the hotels were full, and we had to hunt about for rooms in private houses, a task which occupied me about two hours, and I particularly remember that it was a broiling hot day. About 8.30 next morning we departed for Chilicothe, in my case without breakfast, as the people were not about in my particular place. On Saturday morning the train left at 9.30 for Wheeling, W. Va., which we caught after the usual hurried breakfast, for down South the help particularly is of the most deliberate description, and absolutely incapable of being hurried.

We were due in Wheeling about 4 p.m., and all went well until we got to a place called Cambridge, O., where, after a considerable delay and heaps of shunting backwards and forwards, we elicited the information that the tunnel a little in front of us had fallen in just before we arrived. It was apparently a lucky thing for us that our train was late, since the chances were that we should have been included in the cave-in, so with my usual philosophical disposition I only appreciated the good fortune of the escape, and passed aside the discomfort of the delay. There was nothing for us but to be sent along a route which ran along two legs of a triangle, over another line. So after procuring a "pilot" away we went to Newcomersville, which was at the end of one of the legs of the triangle. Everything went merrily, until with a few short blasts of the whistle we pulled up sharply while rounding a curve, for the cogent reason that a freight train was rounding the same curve at the same time on the same line, but in an opposite direction. This little argument being straightened out, without the loss of life or limb, by means of switching each allowed the other to pass, and we went on our way rejoicing, and in due time arrived at our object point. Procuring another "pilot" we made along the other leg to Bridgeport, which is on the opposite bank of the River Ohio, to Wheeling, W. Va., but as there is no railway bridge there the train had to make a detour South to get across, and then back to our destination. Fortunately one of the passengers belonging to the district told me to get off at Bridgeport and take the electric cars across, which would enable me to get dinner before the train arrived with the impedimenta. I supposed the other members of the company knew of this, as they had mostly all been over the same ground before, though I was not at all surprised at their keeping the news to themselves, for in the States, so far as I have noticed among theatrical companies, it is everyone for himself and the devil take the hindmost. However, knowing it would be a serious matter for the two ladies playing the elderly parts if they did not get some food before the performance, I took them under my wing and made them accompany me.

We procured a very good meal, which we consumed leisurely, contrary to the usual American style, for one of the ladies was English, and the other had played in

England years ago with the elder Boucicault, and had acquired the habit of eating slowly, after which we strolled to the theatre a few blocks away, and found the baggage, etc., just arriving.

The stage hands whipped up the scenery, and about ten o'clock we rang up, and playing quickly we got through about twelve, for the whole outfit had to be packed and carted to the depôt to catch the New York express after the performance. Fortunately the said express was late, and after a scramble we got "aboard" and, travelling all that night and the best part of the next day, we arrived in New York about six Sunday evening.

Another experience occurred to me only a few weeks previously under the same management, and, strangely enough, in the same district. We were producing a new piece, and after preparatory rehearsals in New York we left for Wheeling on Thursday afternoon. Travelling all night, we arrived at our destination about 10.15 a.m., and after a hurried breakfast rehearsed at 11 until late in the afternoon, and a dress rehearsal again at 8 p.m. which lasted until 6 a.m. Saturday morning. I did not get much sleep as they were building close by, and I had to go to the theatre for the matinée, after which a night performance, and then the train to Cincinnati.

Unfortunately the sleeper provided was a small one, and the manager of the company appealed to us on behalf of the working staff, who had not had sleep for several nights, and were quite worn out, so I, with two others, agreed to wait until we made connection with the train about 1.30. This connection, however, did not materialise until after 4 a.m., and when it did we were informed that all the berths were full, so it was sit up all night for the rest of the journey for the three humanitarians, consisting of two Englishmen and the manager. We rehearsed all Sunday night, and well into Monday morning, only to discover that the piece did not please the public, and at the end of the week we returned "damaged goods" and "shop-soiled" to New York.

Perhaps the most trying experience I had this season occurred on the occasion of our visit to Portsmouth, O.—at least, it would have been trying had we allowed the incidents to settle on our nerves, but somehow I always manage to see the humorous side of even the most untoward event, and fortunately sometimes am able to imbue my companions with the same idea. Portsmouth is on the Western bank of the Ohio, while the depôt at which we arrived was on the Eastern bank, communications being maintained by means of a ferry steamer, of ancient construction and dilapidated appearance. In order to reach the boat we had to wade through mud, which was here and there relieved by what appeared to be strips from an egg chest, by means of which we managed to get on board with not more than a few pounds of territory clinging to our heels. This, however, was a Strand pavement compared to what we found on the opposite side of the river, the company having to wade through a mixture of morass and filth up a steep bank. Getting off last I was fortunate enough to discover a track by means of which the teams drove to and from the ferry, and achieved the summit in a fairly decent condition.

During the performance a storm of lightning and thunder arrived, accompanied by a downpour of rain of such gigantic proportions as to render the closing scenes of the play utterly inaudible. By the time we were changed and packed, however, the storm had lulled, and as there was a special ferry boat detailed to take us over to our train at midnight I went to the saloon next door to the theatre to obtain some refreshment for myself, and also to provide some for the two "old women" of the company, Mrs. F. and Mrs. B., who by this time had come to look upon me as a kind of fairy godfather.

I discovered on my return that, with the usual feminine inability to appreciate conditions, instead of waiting for me as promised, they had wandered off somewhere, and by the time I had found them the last car had gone, so we had to foot it to the ferry, about a mile off, for there was no conveyance to be had of any description.

Mrs. B., the elder of the two, could not by any means be described as a featherweight, and certainly was not in a condition to undergo a race for her life, although at a pinch she might have done about a mile and a-half inside an hour. However, I could not leave her to her fate, so by means of physical and mental encouragement, I managed to get her within hailing distance of the ferry, though not before another downpour had drenched us, and I told the two ladies to go on. Directing them to the causeway I had discovered on my arrival, I retired to the neighbouring hotel for refreshment, my exertions having by this time given me quite a beautiful thirst. On rejoining them I discovered that they had

disregarded my instructions anent the causeway, and had followed the directions of two men who were seated on a barrel at the top of the bank, with the result that I could just make them out floundering about in the mud half way down.

The ferry-boat was on the opposite bank of the river waiting, as we discovered afterwards, for an incoming train, and being assured by the before-mentioned men that a hut which we could see dimly outlined in the darkness on the landing barge was open, and that we could take shelter in it from the rain, which threatened every moment to descend again, I went to the rescue of the two females in distress.

Eventually arriving on the barge, we found another lady there with her son, a little boy, who was playing in the piece with us, and at the same moment the storm broke out with renewed vigour. To our great discomfiture we discovered the door of the hut was securely fastened, and, moreover, resisted all our efforts to break it open. We were compelled to remain where we were, since we knew not when the boat would come for us, and a re-ascent of the bank meant a soaking, plus mud. The rain descended in a deluge. The position appealed to my sense of the ludicrous, and I started up "Home Sweet Home" in which the others joined. At that very moment a flash of lightning disclosed Mrs. F., whose umbrella was being held over her by another member of the party, munching a sandwich which she held in one hand, and drinking from a bottle of beer held in the other, both of which I had procured for her at the before-mentioned saloon. The position was too funny for anything, and we all roared with laughter.

At last the train arrived at the depôt the other side of the river, about a mile away, and we had the satisfaction of seeing the boat start in our direction. We were at once comforted with visions of the brightly lit and steam-heated sleeper, where we could shelter and dry our clothes, and in due course we arrived at the opposite mud-bank, which by this time was converted into a veritable morass. However, we managed to scramble up, only to find the car was some distance down the track, but a little thing like that did not disconcert us, and away we trudged right merrily for our goal to discover, alas! that they had no heat on the car, owing to there being no means of obtaining it until the engine arrived, and furthermore, the gas tank being empty, it was only dimly lighted, in the most wretched manner, with a candle here and there.

However, all's well that ends well, and despite the drenching we got, and our inability to dry the wet clothes, some having to sit in their wet things for hours, not one of the party experienced any ill-result of our one-night stand in Portsmouth, O.

THE AMERICAN STAGE.



MISS LILLIAN RUSSELL

In "In Search of a Sinner."

THE AMERICAN STAGE.



MISS BILLIE BURKE.

[Sarony.]

THE AMERICAN STAGE.



MISS BLANCHE BATES.

THE AMERICAN STAGE.



MRS. LESLIE CARTER.

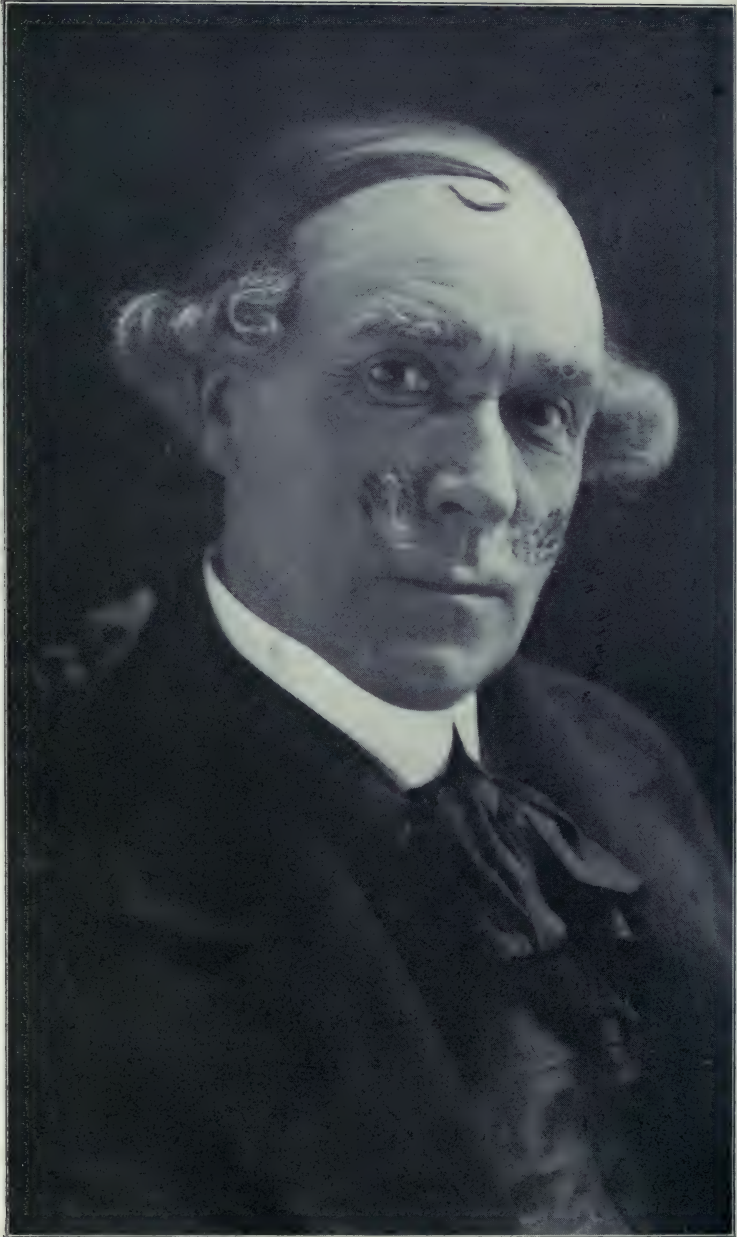
[Sarony.]

THE AMERICAN STAGE.



MR. CHARLES ROSS.

THE AMERICAN STAGE.



MR. ALBERT CHEVALIER

In "Daddy Dufard."

THE AMERICAN STAGE.



[Davis & Sanford.]

MISS HELEN WARE,

Starring in "The Deserters," at the Hudson, New York.

THE AMERICAN STAGE.



MISS MARGUERITE CLARK
In "Baby Mine," at Daly's, New York.

[Moffett.]

THE AMERICAN STAGE.



MISS VIOLA ALLEN.

THE AMERICAN STAGE.



MISS FRANCES STARR

In "The Easiest Way."



MISS LULU GLASER

In "The Girl and the Kaiser," at the Herald Square, New York.

THE THEATRICAL YEAR IN GERMANY.

BY FRANK E. WASHBURN FREUND.

THE dramatic production of the past year shows two characteristics. As a result of the great success of Hermann Bahr's comedy, "Das Konzert," and Hermann Sudermann's romantic historical play, "Strandkinder," directors found it expedient to give special attention to comedies and romantic and historical works. This turned out to the advantage of several plays which had been awaiting performance for some years, and will also stimulate the output of new works of these two classes.

HERMANN BAHR, SHAW, WEDEKIND.

Bahr's "Das Konzert" is so rich in humour and humanity that it at once gained for its author a well-deserved place in the very forefront of German dramatists, although he has been known for years as a favourite novelist and playwright. Produced in New York by Mr. David Belasco, it was an instantaneous success there also, and was secured by Mr. Charles Frohman for London. It is not surprising, therefore, that managers are very keen on Bahr's works, and that on the anniversary of the production of "Das Konzert" (December 23) nearly two dozen of the principal theatres in German-speaking countries simultaneously produced his new work, "Kinder" (agent, A. Ahn, Bonn). This play might almost be called a game of battledore and shuttlecock—daring, but always in the best of humour—on the subject of hereditary and acquired moral ideas. In it the author goes to the deepest roots of human desires, but with such a delicate and happy touch that he turns a theme which might have become a tragedy into the most genuine and delightful of comedies, with a "happy" and at the same time perfectly logical ending. As tragedy the play would have shown the truth of the words of the Bible, "The sins of the fathers shall be visited on the children unto the third and fourth generations," but the comedy, without being the least mocking, turns it wittily into the very opposite. The figures are quite out of the common, and yet have the value of real types, because they are placed in situations which make them stand for more than this single instance. The dialogue is fresh and "illuminated," born of real humour and sympathy, and yet never sentimental. Knowledge of the world and the ways of men, but still more the love of mankind, have brought forth the play, so it never accuses, never scourges with mocking and bitter words. It only shows the droll side of everything, and how shaky are even the most piously worshipped principles of all human life and human intercourse—heredity, upbringing, and surroundings. Only when there is a question of some moral code which has become a dried-up convention, almost a farce, does his satire burst out; but then, too, it does not appear in the merely outward form of epigrammatic sayings, nor does it come from a figure which is only there to enunciate the author's views, it comes quite naturally and in keeping with the character of the speaker. With this work Bahr has once more shown that he is the best of the German comedy writers of the present day. Compared with this, some minor weaknesses—as, for example, scenes which are frequently too long-drawn-out—are of little account.

What a contrast to this man is Frank Wedekind! In one of the recent STAGE YEAR-BOOKS he was discussed at some length, so I need only say a few words about him now. Three of his works, "Die Zensur," "Der Liebestrank," and "Die Büchse der Pandora," were performed in Berlin and Munich during the last year. The last was described by Mr. William Archer some years ago as "an impossibility

on any stage." Nevertheless, when it was given at Munich, the Court was present at the performance! Wedekind, like Shaw, to whom he is often compared, denounces modern society. Like him, too, he lashes them unmercifully, although for the most part with a different kind of weapon. Like Shaw of late, he, too—but he always—is plainly visible behind his figures, and also uses the "raisonneur" to speak for him. With Bahr, the real comedy writer, on the contrary, the persons think their own thoughts and feel as their natures compel them. Wedekind's "Liebestrank" reminds one of the circus, with its peculiar combination of discipline and instinct, nature and art, its exaggerated cult of the body, its constant excitement. Again and again his works breathe this atmosphere. So he, who is undoubtedly a poet, sees the world through his own distorted mirror, and describes it as it appears to him; but in such a plastic and comprehensible way that he forces us to understand his visions too, and even appreciate them. In his works it is always a question of great problems, not mere sensations, for which alone, unfortunately, a good many people take them.

OTHER COMEDY WRITERS.

Otto Anthes, author of "Don Juan's Letztes Abenteuer" (first performed in 1909), has written a new play, "Frau Jutta's Untreue" (given in Vienna), which shows many of the qualities of his previous work—that is to say, a strong sense of atmosphere and colour, fineness of diction and psychology, and powerful dramatic effects. At the first glance the theme seems to be that of "Bluebeard," but in reality it is fidelity. "Bluebeard" turns out in the end *not* to be a murderer, and the woman who wishes to put the key of desire into the fateful door is saved. "We women have first to learn to be faithful," says Frau Jutta, and her husband wins her heart in the end. An honest piece of life-painting, although somewhat thin, is Thaddeus Rittner's "Der Dumme Jacob" (published by Egon Fleischel and Co., Berlin, performed in Vienna). Jacob is a clumsy but straightforward fellow, whom a rich old man believes to be his illegitimate son, and therefore considers his heir. Jacob also thinks he is the old man's son, but when he learns that he is not, is too honest to keep silence. His prospects are now gone, and his marriage with the girl he loves does not come off. She is the sharp-witted maid-servant of Jacob's supposed father, and immediately consoles herself with her rich old master. All the characters act entirely according to the dictates of their own natures. The fact, however, that this is a little too obvious gives the comedy a somewhat forced feeling.—Moritz Heimann, in "Joachim von Brandt," has written a character-comedy with a political background. It was given in the Kleines Theater in Berlin, where one scene in particular—a clever and fine satire on the morals and art of governing—was received with great applause. The main theme of this clever piece is the relation of the individual to the State.—W. Schmidtbonn, of whose fine play in verse, "Der Graf von Gleichen," I spoke last year, has this time brought out a tragi-comedy, entitled "Hilfe! Ein Kind ist vom Himmel gefallen!" (published by Egon Fleischel and Co., and produced with only a *succès d'estime* at Reinhardt's Theatre). In this play a young girl, against her will, has a child by a burglar who has broken into the house, and the plot turns on the fight of the mother for the child and its father. A similar theme has several times been used in novels, and particularly finely by one of the great poets of the last century, Otto Ludwig, in his "Maria." The struggle and suffering of the young unwedded mother for her child are painted there most touchingly. But on the stage, surrounded, apparently at least, by the conditions of real life, the effect is painful, flavoured as the dialogue is by some irony and many a hit at middle-class respectability.

STYLISTIC COMEDIES.

Some of the comedy writers have purposely turned their backs on nature, and have prepared their own ground, as it were, on which to place their figures and surroundings. Thus Hugo von Hofmannsthal, the author of a number of dramas in strange verses and swelling rhythms, has, curiously enough, turned to comedy in "Christinas Heimreise" (agents, Felix Blochs Erben, Berlin). In it he conjures up Venice, but the Venice of his dreams, and places therein his imaginary figures: Florindo, the adventurer; Christina, the innocent country girl, who easily falls a victim to his seductive arts; the honest captain, who marries her, etc., etc. The charm of the piece lies entirely in its diction, and as the stage cannot do that full justice, the piece was not a success. Like a dainty butterfly, with dust of gold on its wings, it fluttered past.—Herbert Eulenberg, who has struggled so often and

THE GERMAN STAGE.

Scene from "Hamlet," as given in the Neues Schauspielhaus, Berlin.
Designed by Svend Gade.



THE GRAVEYARD.



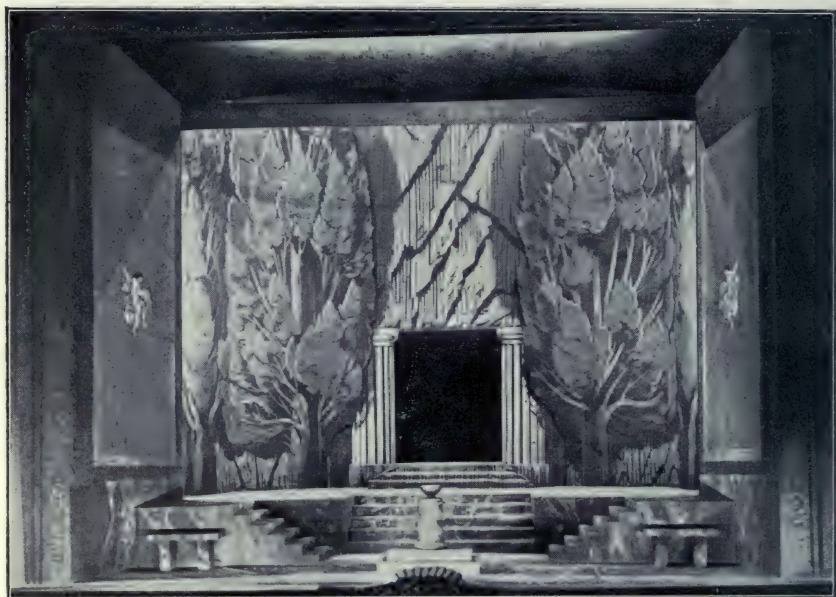
Scene from "The Tempest," as given in the Neues Schauspielhaus, Berlin.
Designed by Professor Leffler (Berlin).

PROSPERO'S ISLAND.

THE GERMAN STAGE.

Two Scenes from Gluck's "Orpheus," as given in the Royal Court Opera, Munich.

— Designed by W. Wirk, Chief Producer there.



ACT I.—EURIDICE'S GRAVE.



ACT II.—HADES.

so gallantly to win laurels on the stage, tried last year with a middle-class comedy, "Der natürliche Vater" (publishers, Erich Reiss, Berlin), in Reinhardt's Kammer-spielhaus. In vain. On the other hand, the same piece and an older tragedy of his, "Ein halber Held," which is a deeply-felt play, although not quite ripe, found sympathetic audiences in Vienna, where Stefan Grossman, President of the Freie Volksbühne, had them performed for the members of his Society. "Der natürliche Vater" throws reality to the winds. Eulenberg creates for himself the atmosphere of a small provincial German town, and fills the place with an eccentric company, working out his theme of blood-relationship in these surroundings. The father is a sort of wild hater of humanity, who can tolerate no bonds, has left wife and son, and roams the world at his own pleasure. But all the same, half consciously, a kind of sentiment clings to him where they are concerned, although it has the effect of making him all the more repulsive to them whenever they meet each other. Finally, he does his son a good turn, but in a most unfriendly and grudging spirit, and then takes himself off again. Thus it is a sort of skit, built up on a crumb of truth, on the ties of family. In spite of much that is clever, the piece leaves an uncomfortable effect, the language, too, being somewhat forced. Almost the same may be said of Adolf Paul's "Blauer Dunst" (publishers, Oesterheld and Co., Berlin), which also plays in a little provincial town. This time the scene is laid in Spain, "at a time when mankind still believed in heaven." It is a skit on love, worked out with spicy humour. Some of the scenes play on the house-tops, where some old cronies creep, like tom-cats mewing to their tabby, to sing of their love-dolour to their lady-love, a young and pretty maiden. But she is won in the end by a poor young clerk, who steals into her room and makes her believe he is an angel sent to her from heaven in answer to her prayer. The piece has temperament and wit, but seemed a little too daring for the public of Hamburg, where it was performed.—W. von Scholz, generally a writer of earnest plays, found in an old volume of the "Spectator" a subject of which he made the play "Vertauschte Seelen" (Changed Souls). This is the Persian story of the Dervish's ring, which enabled its owner to occupy the body of any dead man or animal. This mystic theme of the transmigration of souls, reduced here to its bodily sense, is made the subject of a wild joke, and proved excellent amusement for a Munich and Cologne public.—Otto Hinnerk, a rich humorist, appears in romantic garb in his "Graf Ehrenfried" (given in the Stadttheater, Zurich). The Graf is outwardly poor, but inwardly rich—rich in enjoyment, rich in dreams. He is out of place in the world, so he soon returns to his old tumble-down castle in the woods, woe where the servant-maid Lise, and when some of his old retainers cry "Moo! moo!" he dreams that his stately herd of cattle is returning to his sheds.—Equally romantic and equally German as "Graf Ehrenfried" is Walter Negbauer's pleasant good-humoured little comedy, "Die Badreise" (publishers, Vita, Berlin). It is dedicated to the memory of the old humorist, Jean Paul, and is quite in his spirit, some of the characters from his novels even appearing in the play. The piece shows much talent, and was received with great approval in Eisenach.

Two one-act plays must still be mentioned here:—"1st Class," a delightfully humorous political skit by Ludwig Thoma, the "Peter Schlemihl" of "Simplicissimus"; and Friedrich Kollman's "Talmas Ende," an earnest comedy, if the expression may be permitted, in which Talma, the actor off the stage as well as on, shows his doctor how to meet death with dignity, and is overcome by death while acting the part.

HISTORICAL PLAYS.

For several years past Paul Ernst, who translated Stephen Phillips's "Paolo and Francesca" into German, has waited at the stage door, so to speak, with an armful of earnest works. His dramas have appeared in book form in the Inselverlag, Leipzig, and found a circle of admirers; but no theatre had the courage to open its doors to him. At last the Weimar Court Theater undertook to bring out his "Demetrios." Paul Ernst is less a dramatist than a philosophical reasoner who has chosen the form of the drama, not because he feels impelled as artist to give his philosophical ideas flesh and blood through living figures, but because the dramatic form—like the Discourses of Plato—allows him to express his ideas more clearly by contrasts. So his figures are not really human beings, but bearers of ideas; only the side bearing on the theme of the piece is developed, otherwise they are entirely lacking in substance. Ernst has founded himself on Hebbel, to whom also the idea was the first aim. But in Hebbel's works one can mark the struggle, more or less successful, to make the idea grow out of human beings

and their fate. Ernst knows of no such struggle. To him life, in the wide sense of the word, is but a higher kind of chess with which nature does not mix herself. King stands against king. Each one is destined by fate to be a pawn or knight or rook, to be leader or henchman, and as such must fulfil his destiny. But who are the players? In the stage game he himself is the player, and it must be confessed that he plays both sides with a kind of cold impartial passion. But, however just he may be to both, the end is always foreseen from the very beginning. Predestination is the creed of Ernst, so the whole strikes us as a hopeless game. Nevertheless, his works, such as "Demetrios," "Canossa," and others, have something truly proud and imposing in them, because one feels that a strong will and great intellect are behind them, and because they contain poetic qualities of great beauty. In style they are always clear and concise, like the works of Corneille, to whom Ernst in many points might be compared, and for an age in which an unrestrained, often wild, search after style is going on, they are an excellent example of concentration on the subject in hand.

In quite a different way does Arthur Schnitzler struggle with the history which has to serve him for a background in his gigantic play "Der junge Medardus" (given in the Burgtheater, Vienna). Perhaps his desire was to give his native Austria a national dramatic epic, but for that the figure of Medardus, who made an attempt on the life of Napoleon during his stay in Vienna in 1809, although historically authenticated, has not a strong enough hold on the memory of the people. The name does not call up any associations, and to awake them the author has to make so many preparations that the length of them alone is greatly against the piece. Although very much cut, the play took five hours to perform, so each spectator could only carry away from the theatre what specially pleased him—the picturesque crowd scenes, or the individual character-studies of Medardus and the other figures. A true estimate of the work can only come with better knowledge of it. In any case, it is a national poem of great charm in many places. It is not a logician like Ernst who speaks in its words, but a man who sees the fulness and the riddle of things, and represents them in all their chaos without being able to interpret their inner meaning. Several other writers have availed themselves of historical themes: Robert Walter-Freyr, in his strong work "Wiben Peters" (given in Hamburg); Viktor Hahn, whose effective Renaissance tragedy "Cesare Borgia" received great applause in Hamburg; and Walter Blöm, who won success in Meiningen with his well-written play "Der Löwe" (Henry the Lion versus Frederick Barbarossa). Heinrich Lilienfein has written a strong and effective play, "Der Stier von Olivera" (publishers, Cotta's Nachfolger, Stuttgart, given at the Neues Theater, Berlin), which plays during the Franco-Spanish wars under Napoleon I., and shows the undoing of a French general by a beautiful Spanish woman, whom he has forced to become his wife. The play is influenced somewhat by Balzac, and, with Friedrich Bonn's powerful representation of the general, had a splendid reception from a Berlin audience.

As in his well-known "Talisman," Ludwig Fulda's new work plays in the land of fable, although the scene is placed in old Persia. "Herr und Diener" (Master and Servant), the title of his new work (publishers, J. G. Cotta's Nachfolger, Stuttgart; performed in Reinhardt's Theater, Berlin) is more severe in form and treatment. In it, too, may be detected hidden hits at certain conditions in Germany. It shows the struggle between a king and his minister, the latter being far above his master in personal gifts and talents. Instead of being content with the kingly dignity to which he is born, the king wishes to be first and best in everything—first when playing chess, in the tournament, in battle, and in love. On every occasion the minister, against his will, carries off the prize from his royal master, till finally the king kills himself, so that at least in death he will be the stronger. The language of the piece—blank verse—flows rhythmically, and, for the attentive reader and hearer, is like a richly patterned brocade interwoven with wise sayings. Another Oriental tale with a philosophic meaning is "Der Ring der Wahrheit," by Viktor Aubertin (given in the Schauspielhaus, Düsseldorf). A similar "Ring" is familiar to Londoners from "George Paston's" "Naked Truth." Aubertin's tale teaches the somewhat old piece of wisdom, that the "lie in life," against which Ibsen waged war, is in reality very necessary, as men and the world are made.—Unabashedly romantic are "Meselemlja," by Walter Negbauer, and Max Geissler's "Die Bernsteinhexe." The latter, it is true, leans towards history, and plays in the time of the Thirty Years' War. "Meselemlja" is the daughter of a public executioner, and has been brought up by

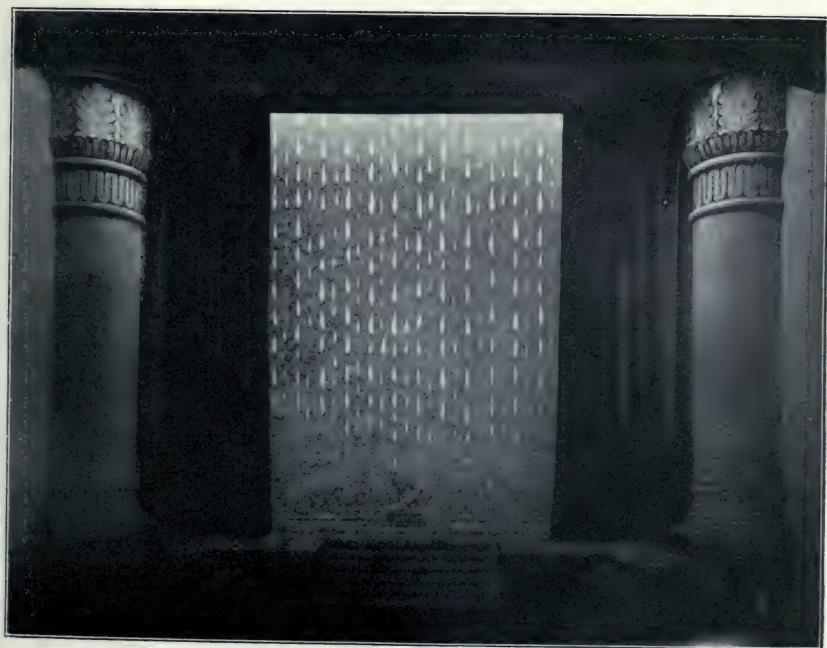
THE GERMAN STAGE.

Two Scenes from Wagner's first opera, "Die Feen" (The Fairies), as given in the Royal Court Opera, Munich.

As designed by W. Wirk, Chief Producer there.



ACT II.

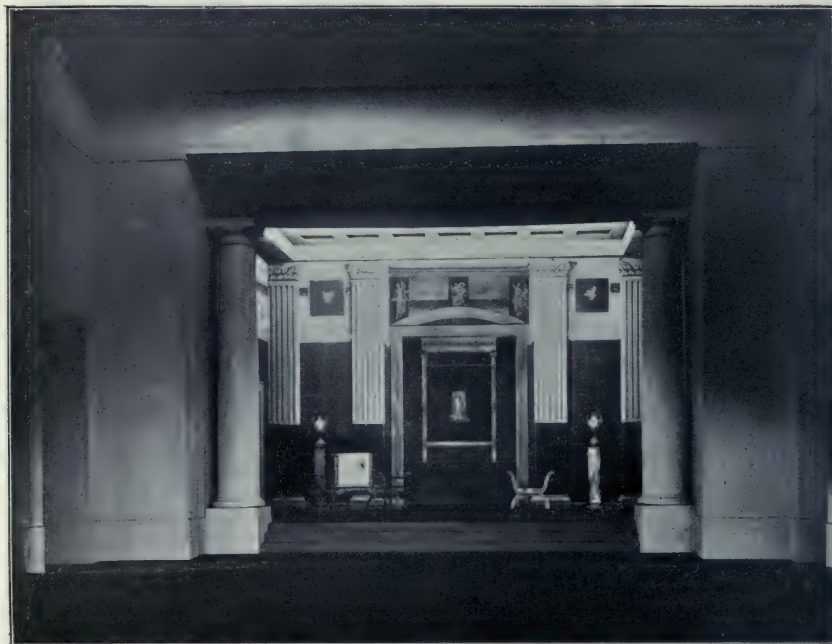


ACT III.—THE VISION.

THE GERMAN STAGE.

Two Scenes from Mozart's "Titus," as given on the New Shakespeare Stage
in the Royal Court Opera, Munich.

Designed by W. Wirk.



ACT I, SCENE 1.—VITELLIA'S ROOM.



ACT I, SCENE 2.—ROME.

her father as a boy. In the end she marries a count. It is a piece with plenty of excitement.

PSYCHIC PLAYS.

Pieces of this class, which are purely psychological studies, and used to be much favoured, and even preferred, by a good public, are now becoming fewer. A different taste has grown up, and even these pieces have a tendency at the present day to attain their effect partly, at least, by other means. Georg Hirschfeld, for instance, tries it in his play, "2tes Leben" (publishers, Egon, Fleischel and Co., Berlin, performed in the Lessing Theater, Berlin), by bringing in an atmosphere of uncanniness. In an old volume of English tales he found the story of Evelyn Gray, who had been buried in a comatose state, dug up by grave-robbers, and taken to the house of an anatomist. Here she awakens, but all memory of her past life is blotted out, and, after marrying the doctor, she begins her "2tes Leben" (Second Life). It is supposed to take place in London in the seventeenth century. London fog—symbolically speaking—fills the stage; Italy, whither the couple go to live, is to bring them clearness and light. In the first form of the play the ending was tragic, but as that did not find favour it was changed to a "happy union." The piece itself, however, remains confused and blurred, and the inner solution brought about is not satisfactory. Added to that, the technique is almost that of a beginner. It seems as if the author were entirely carried away by the spell of the ballad-like story, but did not know how to give it dramatic life. The result, therefore, was rather a bad failure. Another failure was that of Alfons Fedor Cohn's piece, "Der Neue Paris," which also plays in London, and has evidently been influenced partly at least by Shaw. It describes the love of a woman who stands between two men—her husband and her lover. The three people talk much and very sophistically to and at each other to clear themselves, but behind them there are no real human beings. It is purely a literary piece, though of considerable power of argument. A novelist of great individuality, Heinrich Mann, has written a number of one-act plays which have been brought out by the newly-founded dramatic society, "Pan," in Berlin, under the name of "Die Bösen." This society intends to bring out works of particular individuality for a literary public. Among the authors on its list is Frank Wedekind. The plays it will give are to be tit-bits for epicures, as it were, plays which the ordinary theatre would avoid as being caviare for the people. The society wishes also to show that "nothing moulded by the hand of a real artist is immoral, or can have an immoral effect." The one-act plays by Mann are truly rare bits, but their effect is much stronger in reading, as one can then follow his nervous, psychological art better. In Cologne a cycle of one-act plays, called "Panspiele," by Carl Hauptmann, the brother of Gerhart Hauptmann, was tried, but they, too, are more for reading than for the stage, as the latter must rob them of some of their greatest charm—the fine suggestiveness between the lines. Carl Hauptmann was always strong in designing and suggesting, but weak in making it comprehensible for the stage.

RELIGIOUS PLAYS.

It is a sign of the times that plays on religious or religio-philosophical themes are now often given here and there—for instance, in Vienna, Berlin, and the provinces—and are received at least with interest. It is quite possible, in fact, even probable, according to the cultural development of Germany, that such pieces will gradually become more and more numerous. Of course, by this I mean works which have religion in the widest sense as their foundation, and make a wide appeal to all who have ears to hear and eyes to see. If a piece treats of church matters, as, for instance, Heinrich Welcker's "Der Pfarrer von St. Georgen," its tendency is against the established church and its dogmas, and so this play, although not a work of great importance, was received with much applause by a middle-class public in the Schillertheater, Berlin. That gives an idea as to how the middle-classes in Germany, at least in the cities, view religion, church, and beliefs nowadays. There were also given "Das Weib des Vollendeteten," a Buddhist play (given in Stuttgart), by Karl Gjellerup, a Danish author who writes in German; Maeterlinck's "Maria Magdalena," a thrilling, but, unfortunately, rather theatrical piece; Verhaeren's "Kloster," which has also been given in the Gaiety, Manchester; "Kain," by P. L. Fuhrmann, in which Cain is represented as a man striving to find God and Paradise; a play rather in the classical style by the old poet, Adolf Wildbrandt, "Das Bild zu Sais," in which a man seeking for

truth finds it is—death; and, finally, Jerome's "Third Floor Back," which, as "Der Fremde," was received with curiously divided opinions by Press and public. In happy-go-lucky Vienna no one would have anything to say to it; while in earnest Berlin, sceptical as they are, and much as the weakness of the piece was derided, they felt through it all the religious principle at bottom. The Berlin Neues Schauspielhaus, always anxious to offer its public a rich variety of dramatic fare, revived an old work of Hebbel's, "Genoveva," which, as treated by him, is, in reality, a religious piece, for in it the redemption of the world is represented as being brought about by a saint (a similar idea to that of the "Graal" in Wagner's "Parsifal").

THEATRE PLAYS.

Of the countless numbers of plays which found their way on to the German stage in 1910, and may be classified under the headings of theatre wares, burlesques, farces, light comedies, and sensational pieces, it is only necessary to mention a few. "Taifun," by a Maygar author, Melchior Lengyel, proved a great draw in the Berliner Theater. It combines in a sensational way a love story with the all-sacrificing love of the Japanese for their Fatherland. It is a piece to touch the hearts of all managers in all countries, for it quite honestly makes for effect, somewhat in the style of the French dramatists. Sir Herbert Tree has secured it for London, so if he does not shelve it indefinitely Londoners will see it sooner or later.—"Der Herr Verteidiger," by Molnar, the author of "The Devil," in a very taking version for the stage, by Director A. Halm, was given in the theatre of the latter (Neues Schauspielhaus, Berlin) with great success. It is a detective story, or rather a skit on one, for in this case the thief is the clever one and the detective the fool. Many will, perhaps, be of opinion that this is nearer to real life. The piece is very bright, and the fun most amusing.—Rudolf Lothar, a prodigiously prolific writer, who is known in England too as the author of "King Harlequin," has made a hit in Hamburg with his play, "Ich liebe Dich," the plot of which may be said to resemble that of "Paid in Full." The piece is cleverly done, but makes no pretensions to inner truth. Nevertheless, it kept the audience thrilled all the time, and at the end was enthusiastically applauded. It was probably these virtues which made Mr. Frohman secure it for his theatres.

FOREIGN PLAYS.

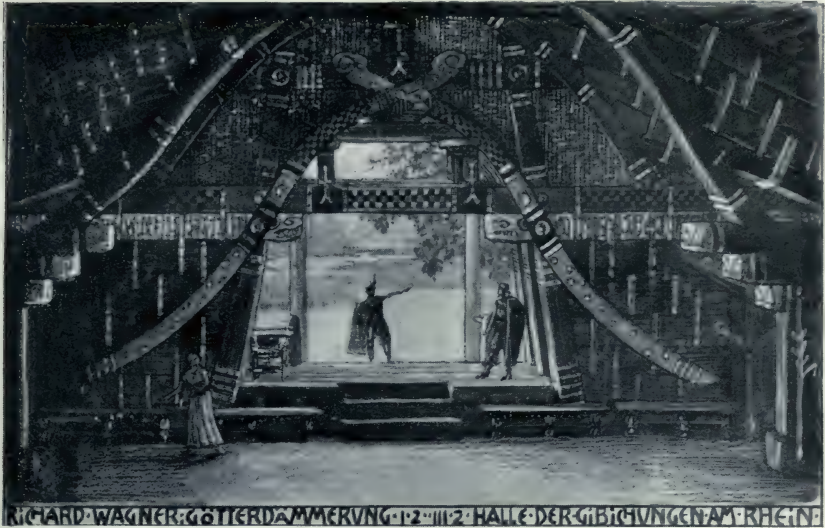
Quite a number of well-known dramatists did not come forward with new works last year, and managers consequently drew for help on other countries; on France and England in the hope of profit; on the Scandinavian countries, Russia, Belgium, etc., more for literary interest. This occurred to such an extent, in Berlin especially, that it aroused open discontent in the Press and amongst German dramatists. Many of the newspapers complained bitterly that the German stage was open to all foreigners, whilst German authors could only gain admittance with difficulty. The Society of German Dramatists even went the length of discussing, at an extraordinary meeting, the question as to what would be the best means to adopt to limit the undue preference given to foreign plays on the German stage. It is doubtful, however, whether all these protests will help much as long as the works of foreign authors, for some reason or other, fill the theatres better. It certainly is to be desired that the home production, especially the really artistic plays, should receive more encouragement from the theatres, for it is all the same to the general public where their merely "theatre wares" come from. The managers simply take the brand which seems to them to sell best. Managers alone cannot be entirely blamed for their preference for foreign works—at least as far as they have to be guided by commercial considerations. Court theatres, however, and, in fact, all subsidised theatres, should certainly be more willing to open their doors to German dramatists, as, indeed, several of them—more especially those at Dresden, Meiningen, Stuttgart, Dessau—are already doing. The municipal theatres could have it quite in their power to support the national drama, as their owners could easily add a clause to the contracts they make with the managers, binding them to give a certain number of new German works as well as several German *premières* every year.

However much it may be desired that certain French and other works should not find their way to Germany, it would, on the other hand, be much to be regretted if the performance of valuable foreign works, which are a gain to everyone, and not least so to the German authors themselves, were to be prevented. It has always been Germany's pride that she was the first to give Ibsen a hearing.

THE GERMAN STAGE.

Two Scenes from Wagner's "Twilight of the Gods," as given in the
Imperial Court Opera, Vienna.

Designed by Professor A. Roller (Vienna).

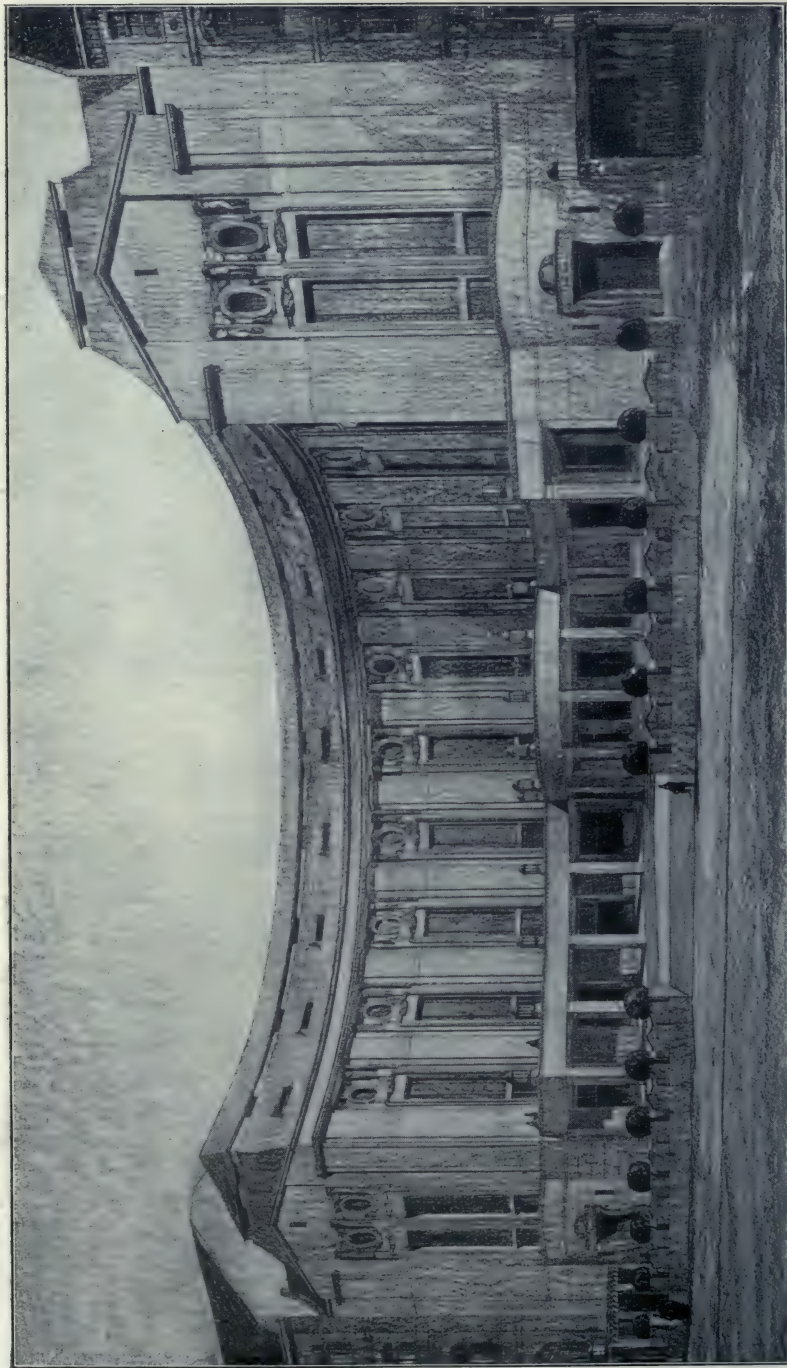


HALL OF THE GIBICHUNGS.



WOODLAND SCENE ON THE BANKS OF THE RHINE.

THE GERMAN STAGE.



VIEW OF A GRAND OPERA HOUSE FOR BERLIN.

Designed by OSCAR KAUFMANN.

This design won the first prize in the competition for a new Grand Opera House in Berlin, to be built by a syndicate. The façade, in crescent shape, stands back somewhat, in order to break the long line of the street. It is to be built at a cost of \$200,000.

Only the weak need fear foreign goods; the strong take them up, learn from them and, by so doing, grow stronger and richer.

Foreign works of importance which appeared during 1910 are Strindberg's "Totenzanz," a symbolistic drama of weird power, an impressive performance of which was given in the Deutsches Schauspielhaus in Hamburg, under the management of the new Art Director, Carl Hagemann, late Intendant of the Mannheim Court Theatre; an historical drama by the same author, "Queen Christina" (given in Vienna); "Der Wert des Lebens," by the Russian writer Dantschenko (Hebbel Theater, Berlin, under W. Wauer's direction); Maxim Gorki's "Die Letzten" (Reinhardt's Kammerspielhaus), which, there, had its first performance on any stage, but without success; "Ysbrand" (given in Berlin), a tragic comedy by the Dutch writer Van Eeden; "Vom Teufel geholt" (Schauspielhaus, Düsseldorf), by the Scandinavian author Knut Hamsun; "Neue Jugend" (Schiller Theater, Berlin), by Tor Hedberg, now director of the principal theatre in Stockholm; and, lastly, a "Lustiges Trauerspiel, Der grosse Tote," by the Scandinavian authors, J. Magnussen and P. Sarauw. The last-named play (published in German by Oesterheld and Co., Berlin) is based on an excellent idea, very similar to one which Felix Dörman has used in a somewhat different form for a libretto of a musical comedy. A mediocre poet, who can find no recognition, disappears, is declared to be dead, and his works are then boomed as those of a genius. His house is turned into a museum; it is even proposed to erect a statue to him. Suddenly he turns up, but decides to content himself with his posthumous fame and also with the income from his works. The piece was given first in the Vienna Deutsches Volkstheater, a theatre which, on an average, probably gives the most *premieres* in Austria within the year.

ENGLISH PLAYS.

Of English and American works which were put on the repertoires of German theatres for the first time during the year under survey, the following may be mentioned here:—Maugham's "Penelope" and "Jack Straw"; Sutro's "Builder of Bridges"; Locke's "Morals of Marcus"; Parker's "Cardinal," which, in Max Grube's adaptation for the German stage, was a great success in the Gera Court Theatre; Marlowe's "When Knights Were Bold," which, under the title of "Die goldene Ritterzeit," caused tremendous laughter when given in Berlin and elsewhere; Walter's "Paid in Full"; Galsworthy's fine strike drama "Strife," which the Berlin Freie Volksbühne brought out with great success; and Shaw's "Getting Married" and "Blanco Posnet."—Two operas by English and American composers have also to be recorded. E. Maddison's tone setting of Fulda's "Talisman" was produced with great success in Leipzig, while the American opera "Poia," on the other hand, which was given in the Court Opera House in Berlin in honour of Roosevelt's visit there, was mercilessly hissed off.

REMARKABLE REVIVALS OF OLD PLAYS.

It is always gratifying to see from the theatre repertoires of the different towns, even of the smaller ones, how really alive are the German and foreign classics in Germany, and how often plays of a past time, although they have no prospect of remaining long on the repertory, are revived for artistic purposes. Hebbel, whom the Emperor particularly admires, and whose great Nibelungen Trilogy is being prepared in the Berlin Court Theatre at the Emperor's express wish, is on the repertory of many theatres. Recently, too, the interest has been revived in the works of the romantic poet H. von Kleist, whose fine dramatic talents never, alas! came to their full maturity, owing to the hard circumstances of his life and his own mental instability. His "Amphytrion" and his "Penthesilea," a play pulsing with passion, were given during 1910 in Berlin.—Of particular interest was the performance in Stuttgart of J. A. Leisewitz's "Julius von Tarent," which is now 135 years old, and gave Schiller some suggestions for his "Bride of Messina."—Somewhat daring was the performance of Georg Büchner's "Danton's Tod" in the Hamburg Thalia Theater, where Leopold Jessner sees to it that works of artistic value get a hearing and a fine representation. Jessner mounted it with the modern symbolic staging, which brought out the spiritual essence of the numerous scenes to the full, and suited excellently the impressionistic style of the work.—From the English classics the Munich Court Theatre, under the sure hand of Dr. Kilian, chose Shakespeare's seldom given "Timon of Athens," mounting it on the new Shakespeare stage with a simplified setting. The translation used was that by Paul Heyse, who, still enjoying mental freshness, celebrated his eightieth

birthday in 1910. In Göttingen the students gave a performance of Marlowe's "Doctor Faustus," the translation employed being based on the revised text. Here, too, the stage used was founded on the Elizabethan stage.—Of French classics Molière was given several times. Two Berlin theatres, the Court Theatre, under Dr. Paul Lindau, a great admirer of the fine French comedy writers; and the Neues Schauspielhaus, under A. Halm's broad-minded management, gave brilliant performances of "Tartuffe." Lindau gave, together with it, an adaptation of his own of "L'Impromptu de Versaille," which was written by Molière at the command of Louis XIV., while Halm followed "Tartuffe" with Franz Kaibel's version of Molière's mad farce "Monsieur de Pourceaugnac" as a kind of harlequinade, a spirited performance which was received with great applause.—Spain, too, was not overlooked, the Berlin Calderon Society coming forward with Calderon's "Die Andacht zum Kreuze."—The ancient classic poets were represented by Euripides' "Hippolytus" in the faithful Wilamowitz-Möllendorf translation, given by the Berlin Literary Society, and by Sophocles' two Oedipus dramas. "Oedipus in Kolonos" received a somewhat unsatisfactory rendering in the theatre of the Berlin Theatrical Exhibition with antique masks which were here, in the limited space, quite out of place. The first "Oedipus" drama was given by Reinhardt in the arena of a Berlin circus. Wonderful things are related of this extraordinary production, extraordinary in point of the number of the chorus, of the whole surroundings, of the attempt to infuse modern passion into the classic work, and of the strong effects of lighting, etc. About such a daring performance it is easy to understand that all critics were not unanimous. In any case, it was a great event for Berlin, and created so much interest in other towns also that several have invited Reinhardt to bring his production to them. The translation used was by Hugo von Hofmannsthal, the author of "Elektra" taken by Strauss as the libretto of his opera.—The effect of Reinhardt's "Oedipus" production has been still more far-reaching, for, on the strength of it, a Society for the Promotion of a National Dramatic Festival, to be held in all the large German towns, was founded towards the end of the year. Max Reinhardt will be the art director and producer.

DRAMATIC DANCES.

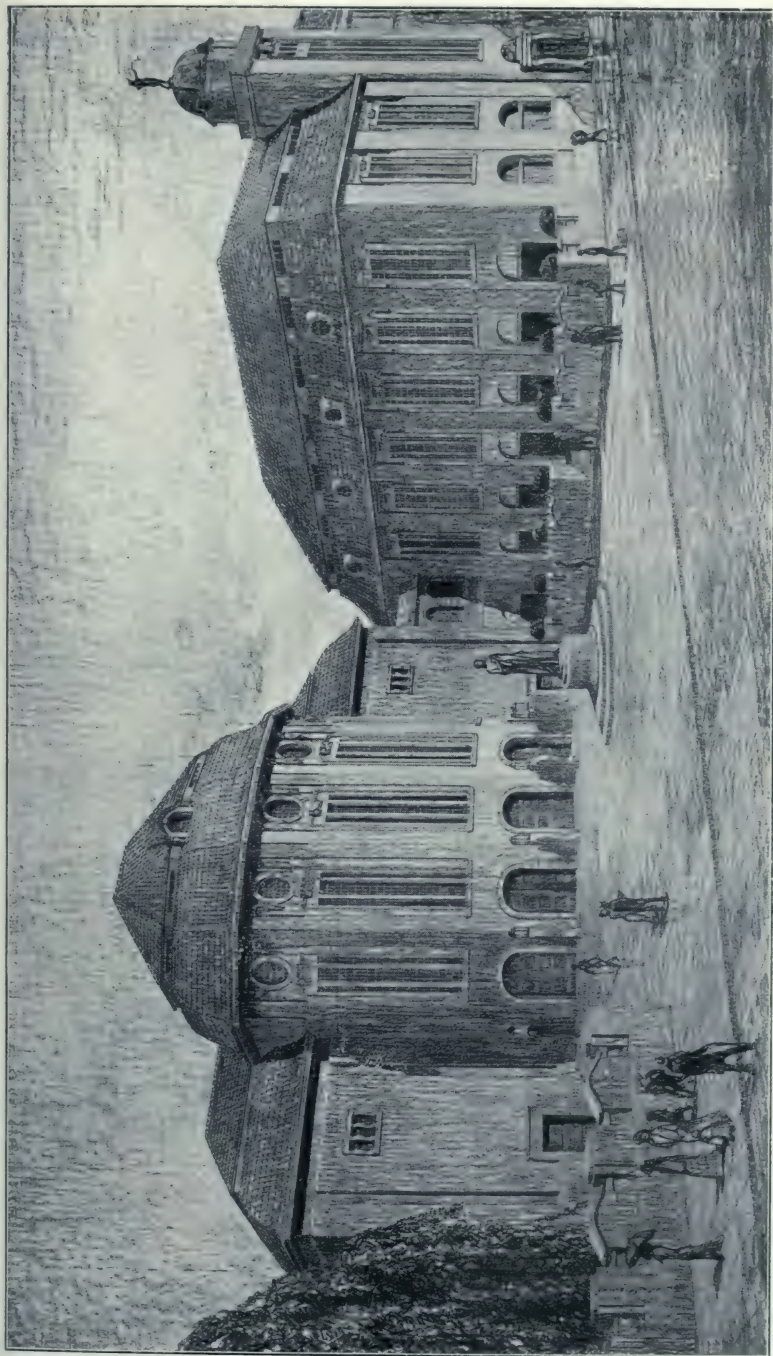
Finally, I must mention some evenings devoted to "Dramatic Dances," which are now being favoured as much in Germany as here. Reinhardt gave a dance poem called "Sumurun," which, for wealth of colour and fire of passion, puts in the shade anything that has hitherto been done in that direction. In Leipzig the tragic dance poem, "Der Schleier der Pierette," founded on a work of A. Schnitzler, with music by Dohnanyi, was a sensational success. As this kind of entertainment provides plenty of food for the eye without making much demand on the brain, it will probably grow steadily in favour.

PLAYS GIVEN DURING THE LAST FEW DAYS OF THE YEAR.

The latter part of December being a favourite time for bringing out new pieces, two important plays were given during the last few days of the year. They are "Der Zorn des Achilles," by W. Schmidtbonn (Stadttheater, Cologne), based on Homer's "Iliad," but with great individual traits, and "Glaube und Heimat," by Karl Schönherr (Deutsches Volkstheater, Vienna), a powerful play, treating the persecution of the Protestant Austrian peasantry in olden times. This year these plays can only be mentioned as two fine contributions not only to the German stage of the present time, but also to German literature.

MUSICAL COMEDY.

On reading the theatrical surveys for the year in the different large towns of Germany the old story is always found. Either the operetta—especially in Vienna—or the farce and light comedy, or "drawing" pieces of the class of "Taifun," hold the repertory to the disadvantage of better works. That there is a good deal of truth in this complaint is shown by the number of performances given of works of the different authors. I have before me the statements of the theatrical year of 1908-9. According to it, the theatres belonging to the Society of German Theatre Directors—and they give a good picture of the conditions of the whole German stage—have performed the works of Leo Fall 3,862 times. Behind him comes Wagner—although with a big falling off—with 1,991 performances; then comes Schiller with 1,632, and Shakespeare with 1,141, which, taken altogether, is not a bad sign. Before the latter, however, come Oscar Strauss—known in England for his musical comedies—with 1,557, and Blumenthal and Kadelburg,



VIEW OF A THEATRE FOR BREMERHAVEN.

Designed by OSCAR KAUFMANN, BERLIN.

The theatre is to be opened this year. It has only one tier besides stalls and pit, and will hold 950 people. The building is to cost £30,000.

THE GERMAN STAGE.

Two Scenes from "Twelfth Night," as given in the Berlin Krollische Theater, by Sir Herbert Tree (Malvolio) and his Company during their Berlin Season.



the writers of farces, with 1,149. Jarno, another musical comedy writer, has 1,124 performances to his credit; Johann Strauss, the waltz king, 1,096; Sudermann, 1,037; Lehar, 904; Schönthan, a writer of farces, who often collaborates with Kadelburg, 900, etc., etc. It seems, therefore, the sovereignty of the musical comedy is international. In Vienna, in fact, it may almost be considered a special industry, whose fluctuations are quoted on the Stock Exchange!

BERLIN.

Berlin also, in 1910, was threatened with an invasion of the operetta. A good many did arrive, although not as many as at first feared. Berlin last year was also threatened with an "Amusement Tax" by the municipality, which, however, has not yet become reality. Although the municipality of Berlin does not give out a farthing for the drama—probably the only town in Germany which does not—even in the form of a grant of money towards cheap performances for schools and such institutions, it wanted to put the comparatively high tax of 10 per cent. on all theatre tickets, not excluding the cheapest, and that in spite of three theatres having gone bankrupt during the year! The Berlin authorities pointed out that a tax of this kind was charged by many towns, as, for example, Frankfurt-on-Main, Munich, etc. That is true, but, in the first place, only the dearer seats are taxed in those towns, so that only the well-to-do classes have to pay it; secondly, the tax charged is not so high as that proposed by Berlin; and, last, but not least, those towns give out in other ways much larger sums as subventions for their theatres than they receive from the tax. This intention of the Berlin authorities, therefore, cannot, from the standpoint of an art policy, be defended in any way. All the Berlin managers have united in making a strong protest against it, and, as they have the whole public on their side, they will probably succeed in averting the dreaded tax.

In spite of the temporary improvement in affairs caused by several good successes in 1910, the condition of the Berlin managers came to such a pass, the causes of which were discussed in last year's volume of this book, that the Society of Berlin Theatre Directors at last determined that from October 10, 1910, onwards no tickets were to be given to clubs, etc., at less than the box-office prices, as had hitherto been done, tickets often having been given away at 1s., instead of 3s. or 6s.! If all were united in this important matter they hoped to attain the desired end. That, however, has still to be seen, for one advantage is now done away with—namely, the possibility there has hitherto been of nursing, with the help of these cheap tickets, a piece which promises success, but has not, as is so often the case, caught on at once. Authors and agents, on their side, often helped, too, for a piece with a good Berlin "run" is always received in the provinces with open arms and obtains good prices. For that reason the authors gave up their royalties during the critical period, while the agents sometimes even gave cash, and so successes were manufactured—*had* to be manufactured, if the theatre wished to keep its footing financially. That was the case at least with several theatres in Berlin. It would be good in many ways if the resolution of the directors finally did away with this system, because, apart from other things, the power of Berlin, and, naturally, of its less artistic audiences, over the provinces would be broken in the matter of taste.

But, as pressure always creates counter-pressure, the public has now combined to try and ensure getting cheaper tickets. A large society, called "Der Berliner Beamtenwirtschaftsverein" (a kind of trade union of members of the Civil Service, etc.), is trying to arrange theatre subscriptions for its members at considerably reduced prices. This society already counts 100,000 families as members, and if it succeeds with its plan it will undoubtedly increase more than ever on account of this, as it is not difficult even for families not in the Civil Service to become members. In this way the middle classes will be able to ensure getting cheaper tickets. Although the directors were at first against such a plan, they will probably agree to it in the end, as it will create a standing public for them, will start them at the beginning of the season with a large capital in hand paid in for the subscriptions, and in any case will bring them in more than the old system of giving away tickets for next to nothing. The wealthy people and visitors to Berlin may easily pay the higher prices, whilst the poorer classes can satisfy their wants at the cheap and excellent Schiller theatres, of which some more, in somewhat the same style, are in contemplation. Besides that, they have the two Freien Volksbühnen, already numbering together 70,000 members. One of the two has now

a theatre of its own, which was opened on September 1 with Ibsen's "Pillars of Society," the same piece with which, twenty years ago, the Volksbühne started its career of usefulness with the motto, "Art for the People." For its new "Volkskunsthaus" (Peoples' Art Institute), which has been planned on a large scale, £12,000 have already been contributed by the members in small sums.

Still another theatrical society has been formed in Berlin, called "Die Deutsche Bühne," which also intends later on to open a theatre of its own. At present it gives its members cheap performances on Sunday afternoons in different theatres, similar to those of the Volksbühnen. One of its aims is to foster the national element, and above all to attract around it the younger generations of the poorer classes who do not sympathise with Socialism. To these societies must be added the "Klassische Theater," which secures cheap performances of classical works for schools.

These movements go to prove that all classes consider the theatre a necessity, otherwise they would scarcely fight so hard for it. If these movements and counter-movements should result in a lasting system of give and take between theatre and public, the hard times would not have been endured in vain. It is to be hoped that such a system will in time come into being.

THE PROVINCES.

The movements for Freie Volksbühnen, "Wandertheater," and other institutions intended to bring the art and refining influences of the stage to the poorer classes and the more remote parts of the country, are steadily growing. In Leipzig, for example, a Freie Volksbühne on the pattern of the Berlin ones is now in process of foundation. Its motto is "Volksbildung ist Volksbefreiung" (Education for the people is freedom for the people). In other towns there is a steady increase in the number of societies like the trade unions, etc., which make it their duty to secure cheap theatre performances for their members. They therefore make arrangements with the theatres of their towns to give performances on Sunday afternoons for their members on payment of a sum in cash, they themselves choosing the play they wish from the repertory of the theatre. They look upon the art of the theatre in the same light as the art of painting is considered here, since it was decided to keep the galleries open on Sundays. In Düsseldorf, for instance, Herr Ludwig Zimmerman, a man of strong social principles, has instituted these "Popular Performances" on a large scale. In the same town the Schauspielhaus, true to its educative and artistic aims, is trying, with the help of a society founded for the purpose, to make first-class performances accessible to the poorer people by charging very low prices on certain conditions. The Düsseldorf Stadttheater also gives opera at popular prices. The demand for this has increased extraordinarily all over the country, especially during the last few years, and everywhere arrangements are being made to meet it, in spite of the great expense it incurs. In Leipzig there are opera performances for the people with the best casts at a maximum price of 2s. and a minimum of 6d. Similar performances are given in Dresden by command of the King, and in Berlin by command of the Emperor. In Berlin Dr. Löwenfeld intends to provide an opera company of his own for his two Schillertheater, in order to satisfy this tremendous demand. Should this prove impossible, there is a project on foot to build a Volksopernhaus (People's Opera House) in Charlottenburg, the largest suburb of Berlin, whose municipal authorities, in contrast to Berlin itself, have much sympathy and understanding with enterprises of this kind, and have promised their support. The theatre is to be called the Deutsches Opernhaus, and men like Sudermann, Fulda, and others are at the head of the scheme. It is to be based, like the Schillertheater, on the subscription system.—The Wandertheater, which I discussed last year, still continue to make great progress, and new ones are being planned or are already added to those in existence. The Märkische Wandertheater, which, besides other pieces, has plays by Lessing, Schiller, Goethe, Kleist, Ibsen, and Hebbel in its repertory, has been so successful, and the demand for its performances in the small towns of its circuit has been so great, that a second company has been started. During its third season it has visited sixty-nine towns and given 199 performances.

THE ACTOR'S YEAR.

The December meeting of the delegates of the Actors' Association achieved three particularly important innovations, which prove that the social idea has now taken root firmly in the mind of the German actor. They decided to follow the

example of the variety artists, and make their President a paid official, who would thus be independent of outside influences, and be able to devote his whole time and energy to the work of the Association. They decided further, if the opportunity arose, to take up the direction of theatres, as in one case had already been done with success during the year, when the director of the Nordhausen Theatre became bankrupt. These Association theatres are to be a pattern for all other theatres in the matter of caring for those employed by them. Finally, it was unanimously agreed to accept a proposal to form a combination with several other societies—namely, the Actors' Association in Austria, the Chorus Singers' Union, and the Society of German Musicians—in order that all these large organisations should follow up their object *viribus unitis*. These are all important decisions, which augur well for the future.

Unfortunately the actors' and managers' organisations have not yet buried the hatchet, but it is pretty certain that that much-desired end will come, as on the business points at issue most of the broad-minded managers are quite in sympathy with the wishes of the Association. Regarding the personal disagreements, they will, it is to be hoped, be smoothed over in the end. The German Actors' Association has developed in a wonderful degree through its new methods, which were inevitable, because they were grounded on modern economic ideas. About 6,000 new members have joined during the year, its income has enormously increased, and its position become more powerful than ever. With its Legal Protection Bureau and its well-edited weekly magazine, "Der Neue Weg," it has powerful weapons in its hands, and uses them to good purpose. It is quite usual now to read in the pages of its magazine—for the magazine contains what might be called a "white" list as well as a "black" one—how managers accede to various wishes of the actor, such as paying for rehearsals before the engagement begins, engagement by the year, with a four weeks' holiday (also paid), etc., etc. Still threatening for the economic position of the actor, however, is the great rush of candidates for the stage. So great is this rush, in fact, that "Der Neue Weg" some time ago published a warning by the Leipzig stage-manager, A. Winds, one of the most enthusiastic members of the Association, in which he states that almost four-fifths of all German actors have an income of only £30 to £50 a year! Only about twenty-five theatres in Germany and Austria give engagements by the year, the others for about eight months at the most. About one-tenth of the actors are always without engagements, yet, in spite of this, new applicants are constantly joining the throng, at the rate of about 1,200 a year! This is principally owing to the great number of theatrical schools which exist. A serious warning is, therefore, necessary to those wishing to adopt the stage as a profession. The Association, on its side, proposes to institute a Test Committee in all the large towns to test the abilities of each candidate, and thus smooth the way for the talented beginners, while preventing the mediocre ones from entering.

The Imperial Theatre Law, so much desired by actors and managers alike, has not yet been brought about. The nature of Parliaments everywhere, however, is generally to work very slowly. Nevertheless, the law has good prospects, also in Austria, where the demands of the actors include, among other points, one free day a week, payment for rehearsals before the engagement begins, payment for costumes, as long as the income does not amount to £400 a year at least. In Germany a Government Commission is sitting at present to decide on the basis of this law, and all those interested in the subject have been asked to communicate their opinions and wishes to the Commission. The law, as at present outlined, is to be limited to the questions of contracts and working hours, and will not include the subjects of salaries and costumes; the Austrian law, however, will regulate the latter, at least if the demands of the actors are complied with. The actors in Germany will probably also try to make the scope of the proposed law as wide as possible. Among other things they want to have compulsory accidents insurance for all members of the stage, already in force in Austria, but not yet in Germany. It was, in fact, beaten in Committee by a majority of one. The Association has now applied to the President of the Royal Insurance Bureau in order to secure Government support in the Imperial Parliament for their demand. This will most likely be granted, and the insurance soon become law.

As a sort of consolation for the deferred theatre law the stage employés and variety artists were granted the German Agency Act, which is very favourable to actors, and was passed through Parliament with most unusual rapidity. This act decrees that the manager shall pay half the agent's commission in cases where both make use of the agent, instead of the actor paying the full commission as

heretofore. In order to prevent this regulation being in name only, the law forbids agents to have business dealings with any manager who they know, or have every reason to suspect intends to reduce the salary of the actor in order to pay out of it the share of the agent's fee falling to him. In other ways also, this act contains many clauses intended to counteract the evil of the system of private agents, and they will probably have the desired effect. Although this law holds good for the whole Empire, the Governments of the single States are allowed great freedom in its administration. They can, for example, fix independently the amount of the agent's fee. All have, however, uniformly reduced the rate of commission charged by the agent, and have instituted a sliding scale for commissions, so that actors with small salaries now pay a lower rate of percentage.

THE AUTHORS' YEAR.

In last year's STAGE YEAR-BOOK I mentioned the "boycott" started by the energetic Society of German Dramatists against the Berliner Theater, because this theatre had treated a play by one of its members in a way not considered fair by the society. During the year the case was referred to a Court of Arbitration, but the decision, which will be of some importance as a precedent, has not yet been pronounced. The boycott has, in the meantime, been withdrawn. It was, however, a good sign that the managers of the Berliner Theater were willing to submit to the opinion of an Arbitration Court.

It was also mentioned last year that the Society of German Dramatists was working in conjunction with the Society of German Theatre Directors at preparing a standard contract which would be used by authors and managers for all transactions regarding plays. These deliberations are not yet quite finished, but are far advanced, and there is every hope that they will come into force this year.

CENSORSHIP.

The Vienna Censor has distinguished himself by prohibiting two plays. The one piece, "Glaube und Heimat," by the well-known Austrian dramatist, Karl Schönherr, was first forbidden on religious-political grounds, but has since been passed on the advice of the Censorship Advisory Board. The play, as already mentioned, was performed in Vienna at the end of the year. The Advisory Board has therefore justified its existence. None of the terrible things which were predicted happened, no ill-feeling being aroused between the Protestants and Catholics. The second case concerned a military farce, "Der Feldherrnhügel." The Censor did not at first definitely forbid it, but gave the directors to understand that if they did not take the piece from their repertory their license might be endangered. The directors therefore withdrew the piece, but the authors, naturally indignant at this action, as the play was going splendidly, protested strongly. On their threatening the theatre with an action for damages, the directors went to the Censor and requested him to prohibit the piece definitely, to which the Censor promptly agreed.

THE BERLIN THEATRICAL EXHIBITION.

During November and December, 1910, an important German Theatrical Exhibition was held in Berlin, arranged by the Society for the History of the Stage, under the guidance of its honorary secretary, Dr. Heinrich Stümcke, who spent a great deal of work and research on it. The exhibition brought together a great amount of most interesting historical material and relics from the different theatrical centres, large and small, in the German countries. Besides these things there was a goodly number of modern exhibits (models, scenery, etc.) from Cologne, Düsseldorf, Meiningen, and other towns. The one department more or less incomplete was that for new appliances and inventions, etc., for the stage itself, several important firms and theatres not having responded to the invitation to exhibit.

OBITUARY.

The year was a year of heavy losses to the German stage. Only one of the many who have gone shall be mentioned here—Josef Kainz, who, after much suffering, succumbed to a treacherous disease. The loss to Germany is indeed great—almost irreparable. Besides all his other great gifts, the one which made him quite unique among all was his entirely modern spirit. With it he invested everything he undertook, and it was this spirit which worked so powerfully, often magically, on his fellow creatures. Like a king, they bore him to his grave. A whole nation mourned his loss.

THE GERMAN STAGE.



ANNA VON MILDENBURG-BAHR.

The famous Viennese Prima Donna, as Ortrud in "Tannhäuser."

THE SWEDISH STAGE.



THE NATIONAL THEATRE IN STOCKHOLM.

THE SWEDISH STAGE.

THE NATIONAL THEATRE IN STOCKHOLM.

BY HILDA ENGLUND.

ON February 18, 1908, all lovers of dramatic art in Stockholm were elated at having their best hopes realised, when the National Theatre, that white temple of future histrionic fame, was opened to the expectant public.

For many years the best expression of the drama had been presented in a very modest playhouse, which was utterly inadequate to meet the growing demand for a more modern and more worthy home for public, playwright, and performer. Several years ago a well-organised lottery, legalised by the State, was participated in by the Swedish people in general. The result is this beautiful theatre, of which not only the public but also the artist may feel proud.

The architectural beauty of the edifice is due to the indefatigable exertions of Architect Frederic Liljekvist, who, for the purpose, visited the chief theatres of Continental Europe. The total outlay involved in its erection was, in round numbers, 5,000,000 kronor (£275,000). It can accommodate about 1,000 spectators.

SOME ARCHITECTURAL DETAILS : PAINTINGS.

Through the massive doors we enter the vestibule. The ceiling here is appropriately low, and the walls are in sombre colouring, so that Björk's fine painting, "A Landscape with Theatre," which takes up the whole of the background, is brought out in full relief. Granite walls and marble floors are here; also two bronze statues representing Tragedy and Comedy, produced with harmonious classical effect. A flight of steps leads to the orchestra stalls and the first balcony. Here is the foyer in white black-veined Greek marble. The whole ceiling is adorned by a beautiful painting, "The Birth of the Drama," by Carl Larsson, the celebrated Swedish painter. The conception of this painting is a highly original one. On one side stands the Author, bearing a resemblance to Björnstjerne Björnson, projecting his idea into space in the guise of a beautiful woman. She is met by the Critic, a powerful-looking individual, who lowers his sword and raises a laurel wreath. On the other side stands Dramatic Art, represented as a knight with outstretched arms, accepting the Drama. Can this be satire? Can it be that the Swedish critic promises to be kinder in the future to the dramatic author of his native land, who has so often been forced to produce his plays in foreign countries before daring to present them at home? On mural pedestals are busts of histrionic celebrities:—Jenny Lind, Torslow, Deland, Edward Swartz, Eliza Hvasser (the last-named Sweden's Sarah Siddons), and of many more, all dear to the theatre-goers of past generations.

THE STYLE OF DECORATION.

To the left is a spacious retiring apartment for ladies, to the right are two for gentlemen. The inner of the two latter is rich in frescoes representing dramatic artists of the eighteenth century; nor is an elegant buffet wanting here. On the first balcony to the right are the foyers, boxes, and suites appropriated to Royalty. For the King a large foyer, for the Queen a smaller one, both in white and gold. These foyers can be reached from the street by an elevator. The best view of the auditorium may be had from the Royal boxes. The combination of tints is harmonious; a happy effect is produced by white, blue, and old gold (the national colours), the last in artistic moderation. There are three balconies, the lowest extending considerably over the parterre. The seats are unusually wide and comfortable, so that ample space is provided for all. Back of the balconies are the promenades with the cloak rooms.

THE STAGE AND THE DRESSING ROOMS.

Behind the scenes the comfort and convenience of the performers have been kept in view. The quick and quiet handling of the scenery is greatly facilitated by large electric elevators. A complete workshop is here provided for the stage

mechanics, and commodious store rooms are used for the costumes and stage properties. The stage is about 67 ft. wide, and as deep, and is adapted to the production of spectacular plays as well as the most intimate drama. A green-room, the actors' foyer, is near to the stage, and is a veritable lounging place. The dressing-rooms have the very latest improvements. They are roomy, with outside windows, have commodious wardrobes, and comfortable lounges. Some of them look like cosy studies, well stocked with choice books, while others present the appearance of private drawing-rooms, were it not for the make-up table which is a marvel of ingenuity. This resembles a large writing-table with side drawers. When these are unlocked, a mirror surrounded by electric lights rises, and a drawer containing the make-up paraphernalia opens out. On each floor near the dressing-rooms are bathrooms provided with all up-to-date improvements.

THE COMPANY.

The company consist of about fifty-seven members. Knut Michaelson, a man of culture and having the experience and the qualities necessary for artistic management, was elected the first director. There are three stage directors, and about forty actors. One of the stage directors is August Lindberg, who is also one of the principal actors. His name and fame are known throughout Scandinavia and Russia, and he is regarded as one of the best interpreters of the Ibsen drama. Before accepting this position at the National Theatre, August Lindberg was an actor-manager, and his company formed the school from which much of the best talent now active at this theatre has been drawn. Lindberg has portrayed more of Ibsen's characters than any other living actor. His power of conception and versatility show genius. His best creations are Peer Gynt and Brand in the dramas of the same names, Oswald in "Ghosts," Solness in "The Master Builder," Löfborg in "Hedda Gabler," Rosmer in "Rosmersholm," and Guldstad in "Love's Comedy," that brilliant satire, so popular in Scandinavia and Germany, but, alas, so little known in English-speaking countries. He is also considered one of the foremost interpreters of Shakespeare in Scandinavia, his Hamlet being one of the greatest achievements in his career.

The actor in the National Theatre is, so to speak, thoroughly trained. Versatility counts for much. If he is not capable of portraying very different parts, he is not looked upon as in the possession of talent of much importance.

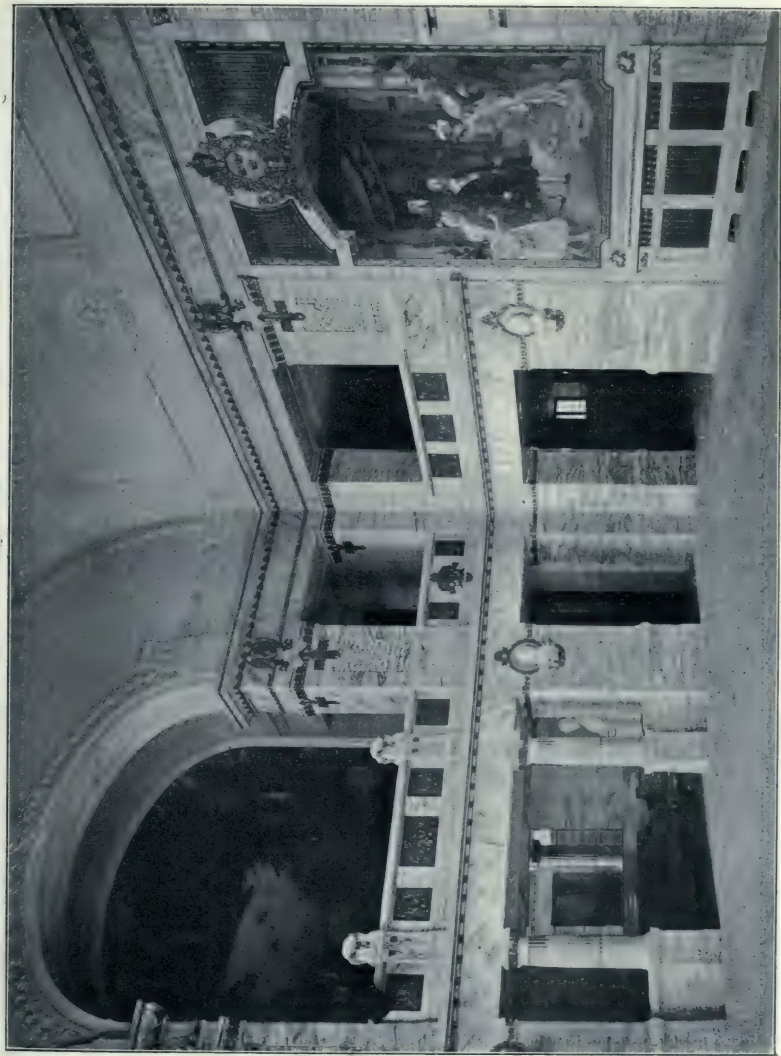
AN EXTENSIVE REPERTORY.

A play is rehearsed during four or even six weeks before it is brought out. From two to three plays may be in rehearsal consecutively in the course of the week, with different casts of actors. The repertory is very extensive, and the plays are changed frequently. The European premières are eagerly watched, and the best plays are immediately bought and produced. German and French dramas have been especially in demand until lately. Now English plays seem to be much in vogue. Of course, the works of the more prominent Swedish writers are produced, such as those of August Strindberg (who has been called Sweden's Shakespeare), Per Hallström, Henning Berger, Ernst Didring, and others. Didring's "High Stakes" was the successful play of last year; but only after it had been produced at the principal theatres in Germany. This play shows the effect of a sin in thought. In "Die Tägliche Rundschau," a Berlin writer has said of this young author, "He is a psychologist. He is deep and sincere, and, besides, he possesses a great dramatic technique and an almost magic talent of holding his audience spellbound to the very end." A long run of plays is not allowed at the National Theatre, while, on the other hand, several Swedish theatres have recently allowed a play to remain on the boards for an indefinite run; in fact, until the public has been surfeited.

THE ACTOR'S SOCIAL POSITION : SALARIES.

The social position of the actor employed here is an advantageous one. He is made welcome in good society; he does not play every day of the week as a rule; he is not so bound to his work that it becomes an onerous task instead of a pleasure. Thus his enthusiasm is kept alive. He is engaged at a yearly salary, payable monthly. The salaries range from 2,500 kronor to 17,000 kronor (about £140 to £950) a year. These figures may seem very low in comparison with the salaries paid in England, and, of course, in America, but the fact must not be forgotten that there is no intermission of pay. Judged from their homes, their surroundings, and the fact that employment is continuous, the actors' position,

THE SWEDISH STAGE.



THE MARBLE FOYER IN THE NATIONAL THEATRE, STOCKHOLM.

THE SWEDISH STAGE.



THE VESTIBULE OF THE NATIONAL THEATRE, STOCKHOLM.

comparatively speaking, is not an unenviable one. The actors are engaged for periods of one to five years, the principal ones even longer. The season lasts, as a rule, from the first of September to the first of June. Two holiday months ensue, and early in August comes the call for rehearsal. During the two free months the actor does not fail to visit the Continental theatres for purposes of study, especially those of Vienna, Berlin, and Paris. The actor looks upon these yearly excursions as a duty to himself and the public, and few indeed are they who do not avail themselves of the opportunity.

THE TRAINING SCHOOL.

Connected with the theatre is a training school, where about twenty to thirty pupils receive a three years' gratuitous course. In return they act as supers, and when called upon play small parts. The teachers are some of the most experienced actors engaged at this theatre. At the end of the course these aspiring stage graduates are not put to as much trouble in finding engagements as would be the case in English-speaking countries. The more fortunate are taken into the fold as members of the National Theatre, others, again, easily find employment at other theatres in Stockholm or in the provinces.

ART AND COMMERCE.

The National Theatre is not carried on as a commercial enterprise. Its prime object is the furtherance of art for popular instruction as well as entertainment. Yet it is estimated that it will be conducted so as not to entail loss. Last year there was a loss of only 15,000 kronor (£835), which, when the heavy initial outlay of such an enterprise is considered, is small indeed, especially as there are nine other permanent theatres in Stockholm, a city of about 400,000 inhabitants, which shows that the Swedish people are great frequenters of the theatre. There is no doubt that very soon the National Theatre will more than pay expenses.

A Danish author has lately said that "until now Denmark has led in dramatic art in Scandinavian countries, but it would seem that since the opening of this theatre there is great danger that the laurels will be wrested from us by Sweden." This is indeed a matter of congratulation, as Denmark stands very high in the world of dramatic art.

OTHER THEATRES.

Other theatres in Stockholm are the Royal Opera, Svenska Theatre, Vasa Theatre, Oscar Theatre, Södra Theatre, Summer Theatre, People's Theatre, Ostermalm Theatre, the Operette Theatre, and last, but not least, the Intimate Theatre.

At the Royal Opera, which is one of the finest structures in Stockholm, there are a large company of opera singers, a ballet, a chorus, and an orchestra of sixty members.

The Svenska Theatre, owned by Albert Ranft, Sweden's theatre king, has a large and well-selected company, playing fine dramas and high comedies.

The Vasa Theatre, owned by Albert Ranft, is used exclusively for farce.

The Oscar Theatre, also owned by Albert Ranft, is devoted to musical comedies and operettas.

At the Södra Theatre, yet another house owned by Albert Ranft, farces and reviews similar to those of *The Follies* are put on.

The Ostermalm Theatre brings out better-class melodrama and Swedish popular plays.

The People's Theatre presents plays of a Socialistic character.

The Operette Theatre, under the new management of Anton Salmson, will have spectacular productions, operettas, and musical comedies.

At the Intimate Theatre, of which August Falk is the manager and leading actor, plays from the pen of August Strindberg are produced.

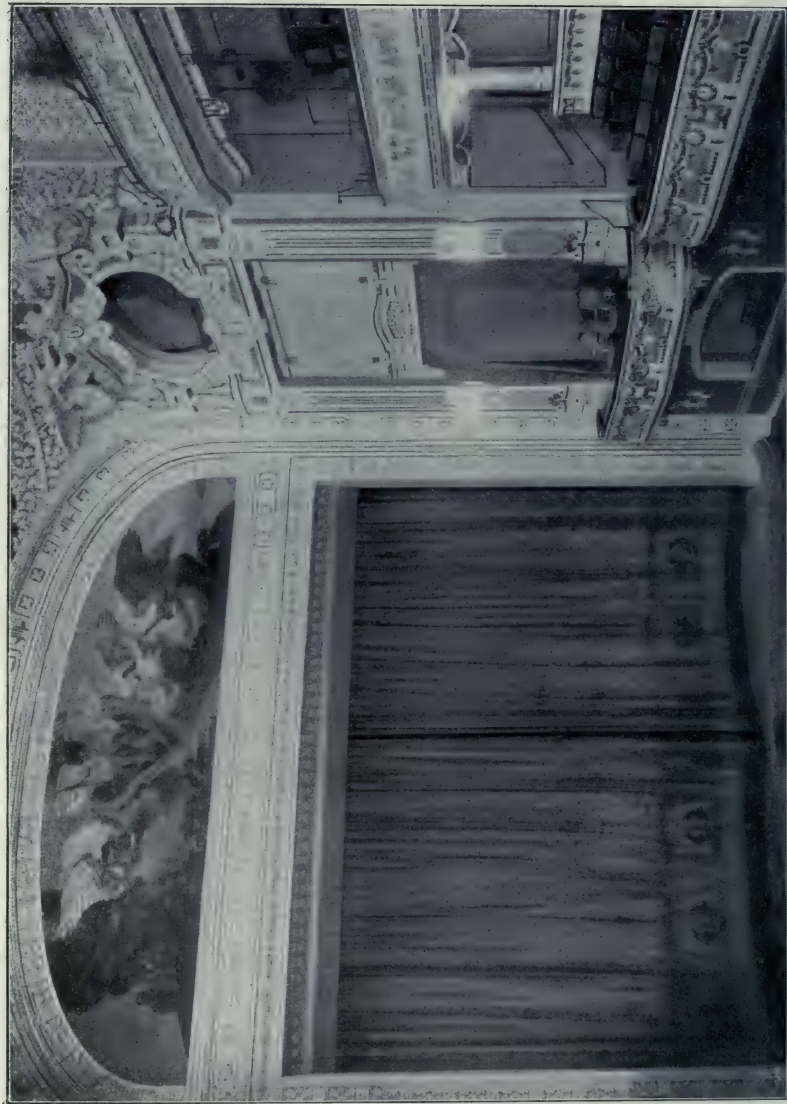
The Summer Theatre, which is open from the first of May to the first of October, presents farces, light comedies, and operettas. This playhouse is also owned by Albert Ranft.

In Gottenburg are the Grand Theatre, the New Theatre, and the People's Theatre.

In Malmö there is the Malmö Theatre. These theatres all have permanent companies.

About twenty companies tour the provinces, each with repertory.

THE SWEDISH STAGE.



NATIONAL THEATRE, STOCKHOLM.

View of the stage from the Royal box.

THE SWEDISH STAGE.



The remarkable painting by Carl Larsson on the ceiling of the marble foyer of the National Theatre, Stockholm. The painting is entitled "The Birth of the Drama."

THE SWEDISH STAGE.



MRS. JULIA HÅKANSON.



MRS. VALBORG HANSON.

Admired for her talent as well as for her beauty. She is a prominent member of the National Theatre, Stockholm.



MR. ANDERS DE VAHL, IN "LADY FREDERICK."

He is "The Matinée Idol" of Stockholm, and a member of the National Theatre.

THE SWEDISH STAGE.



MR. TORE SVENNBERG,

A member of the Svenska Theatre, and one of the best character actors on the Swedish Stage. He played Robert in "The Servant in the House," which was produced at the Svenska Theatre in April, 1909.

THE SWEDISH STAGE.



MRS. BOSSE-VINGÅRD

In the title-rôle in "Mrs. Dot" at Svenska Theatre, Stockholm.

THE SWEDISH STAGE.



MISS HILDA BORGSTROM,

In "John Grayde's Honour,"
One of the most distinguished actresses at the National Theatre, Stockholm.



MR. AXEL HANSON.

A talented member of the National Theatre, Stockholm.



MR. AUGUST LINDBERG

He has done more for the Ibsen drama in Scandinavia than any other living actor.
In "Gertrud."



MR. IVAR HEDGOIST

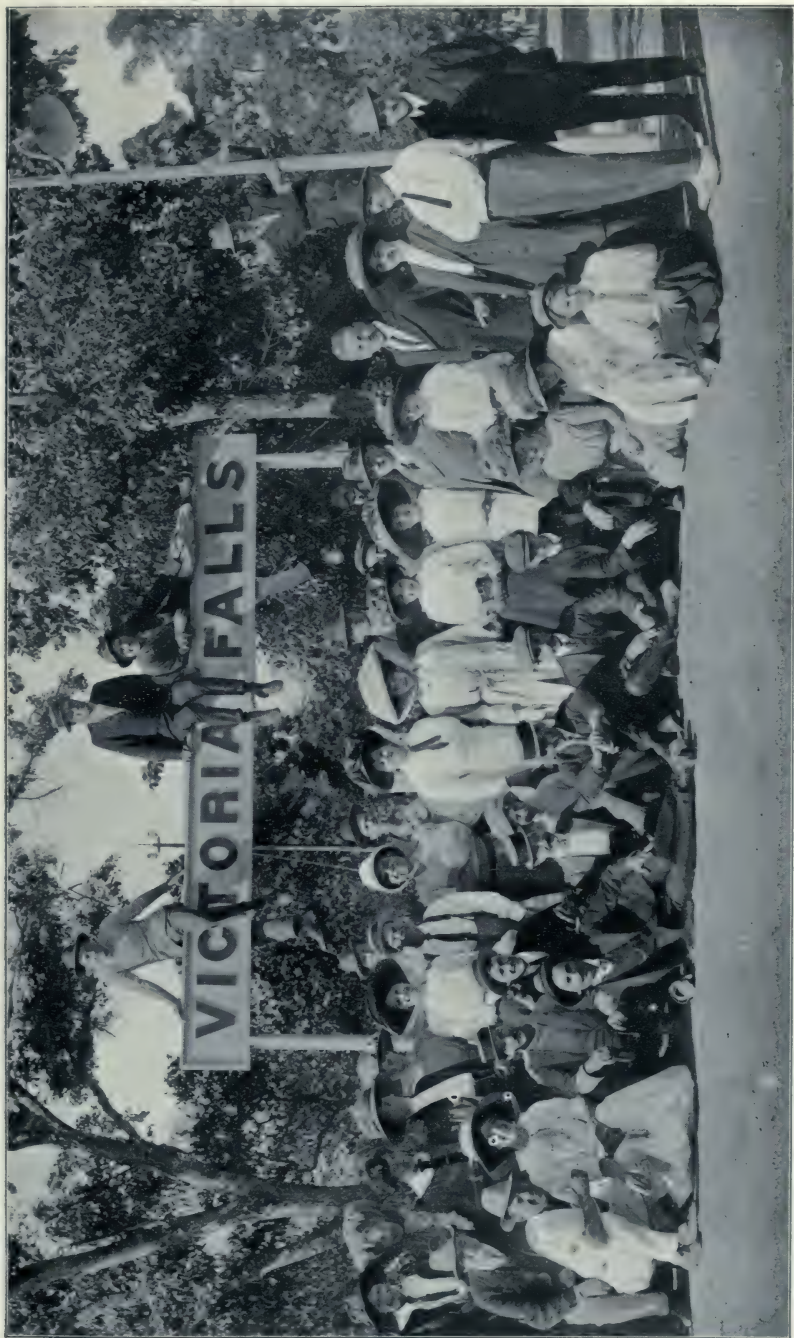
In August Strindberg's play, "Mister Olof," He made a great success as the Vicar in "The Servant in the House" at the Svenska Theatre. After this fine performance he was engaged for the National Theatre.

THE SWEDISH STAGE.



C. RANN KENNEDY'S PLAY, "THE SERVANT IN THE HOUSE,"

As produced in Miss Hilda Englund's translation at the Svenska Theatre, Stockholm, in April, 1909.



THE WHEELER-EDWARDES GAIETY COMPANY IN AFRICA IN 1910.

PELLEAS AND MELISANDE.

Scenes for M. Maeterlinck's play, performances of which were given at his residence at Saint Wandril by his wife.



THE JAPANESE STAGE.

BY THE SHANGHAI CORRESPONDENT OF "THE STAGE."

JAPAN has gone through many revolutions, both political and literary, but the artistic sense of the people has never been materially affected. The Japanese can assimilate new ideas, but they will invariably make them conform to their own outlook. That outlook is in every particular artistic. A story or a play may deal with a subject foreign to the native knowledge of things, but before it can be made presentable to a native reader or a native audience it must be re-set in surroundings which will give pleasure only to the recipient of the tale. There are no slums, as Londoners know them, in Japan; poverty there is, undoubtedly, but never squalor. No matter how far down a Japanese may sink in the social scale, he will never lose his love for the beautiful. If he is too poor to obtain a residence facing some beautiful scene in nature, he will at least draw upon the nearest dead-wall the Japanese character for happiness or pleasure or beauty. Thus when he awakens he will see something pleasant; when he steps outside his door he will rest his eyes upon nothing distasteful. Of course, the richer classes also indulge in this delightful fancy, but one and all are determined that, come what may, nothing which may diminish one's instinctive desire to look only upon the brighter side of things shall ever be allowed to become focussed too near. Thus it is that, whatever changes may have taken place in the last three hundred years in the literary matter of the drama in Japan, the artistic background has never varied, except in the matter of local colour.

HISTORICAL PLAYS AND ETIQUETTE.

In Japan there are two distinct classes of dramatic fare. The one consists of plays which are only played before the aristocracy, and are often played by the host's private troupe, and in his own house only. This class of play is known as *Nō*. The most interesting feature about them is that they are lessons in "good form." By their means the audiences are enabled to keep fresh in their memories the forms of etiquette in all social matters. The social code has never altered through untold centuries, and these plays almost invariably deal with a long-forgotten period of national history. Nevertheless, the onlookers can see how "things were done" in the old days, and so should they be done now. Young people are particularly enjoined to pay special heed to what they see done in these *Nō*. Thus the aim of the young Japanese man or woman is to learn how to do things not in the latest, but in the oldest, style. These plays are naturally more or less historical in their setting, if not always in their characterisation.

PUBLIC ENTERTAINMENTS.

But the mass of the people do not possess the privilege of attending private performances, and must pay for their recreations in public places of entertainment. Originally, so far as can be ascertained, the only performances of a theatrical nature which the ordinary Japanese could witness was a sort of Punch and Judy show, or, later on, a kind of marionette show. The latter kind of entertainment was afterwards embellished by singing, more or less illustrative of the emotions which the puppets were supposed to portray. The modern drama in Japan, as seen on the public stage, is a natural outgrowth of these simple shows. Such plays are called *Kabuki*. The Japanese *Kabuki* theatres are amply provided with scenery and stage properties of every description, and often a revolving stage is in use, allowing a second scene to be shown with no loss of time. Men only, except in a few rare

instances, are allowed to appear on the stage, the female characters being generally represented by boys, although sometimes older actors play the more difficult female rôles.

TOKYO THEATRES.

Tokyo is to Japan what London is to the United Kingdom. The Court is there; the Parliament is there; and new plays are generally first submitted to a metropolitan audience. Hence the most important playhouses in Japan are to be found in Tokyo. Moreover, the principal theatres are to be found close together. One thoroughfare is known as Theatre Street. Perhaps the best-known theatre in Tokyo is the Shintomiza, and another popular place of resort is the Asakusa Theatre. Comedies of manners and historical plays are the principal fare at these houses. A Japanese play lasts seven or eight hours, and sometimes longer, starting usually soon after midday, and the audience generally consists of little parties who make it a sort of picnic, bringing their food with them, and calmly cooking it *coram publico* during the progress of the play.

OTHER ENTERTAINMENTS.

Japan is such a wonderland of beauty, and the Japanese are so deeply imbued with a sense of the beautiful—and scarcely at all of the comical—that it ought to be recorded that their greatest entertainment is derived from viewing the beauties of Nature. A flower show is probably the best attended of any function in Japan open to the public.

Wrestling matches are fairly common, and are well patronised. Many wrestlers have a national reputation, and are men of note in the little Empire.

For private parties the usual entertainment provided is a Geisha show. From half a dozen to a few score of Geisha girls (mostly quite young) may be engaged to provide, not amusement, but optical felicity, to the host's friends. Their costumes are dreams of colour; their posturing—scarcely to be called dancing—personifies gracefulness; and the modesty of their mien is as far removed from the subject matter of their singing as are the Poles asunder. Some sing, and some play upon stringed instruments, drums of various kinds, and a kind of highly-pitched reed.

The Japanese have other amusements, which may as well be left unmentioned; but gramophones, cinematograph shows, and slot machines with coloured views have all a great vogue in the Fairy Land of Nippon.

KUMEHACHI: THE GREATEST JAPANESE ACTRESS.

BY YONE NOGUCHI.

"I AM now at the good age of seventy and six," Mme. Morizumi began, with a rather becoming touch of sadness. Can we in the world believe our beloved Kumehachi, the greatest actress of Japan, is so old? Kumehachi is Madame's stage name. We have many reasons to accept Japan as a mysterious land, where supernatural power may be bestowed even on a badger or a fox, each of which, it is said, often masquerades as a young girl; and Kumehachi is a living mystery. One would think her not more than twenty-five on the stage, and I am sure that she can appear to be still younger if she so desires. And not only on the stage does she keep up her youthfulness. Her beauty in her younger days, as she confesses, was not a kind of showiness like a cherry-flower whose beauty is ever compelling; her's was that of a lily quiet, and with inner fragrance and melody. She says that she did not wear red or any loud colour in clothes, or make her coiffure into a gay shimada following the fashion of a girl in her teens. It seems to me that her woman's dignity has been again and again calmed and distilled, and has become an essence of harmony, and that essence has been crystallised in her manner. In one word, she is graceful.

Her private life is simple, but rich in artistic feeling; you must know that even on the stage Japan is not the country of money. She has never knelt before

Mammon, whose other name is vulgarity; and she is perfectly happy to-day in conquering one little house behind Uyeno Park, Tokyo, under the foliage of pine trees, where she can very well escape from the hurly-burly of modern Japanese life, and sip a cup of tea and smell the burning incense. There is the most delicate harmony between her home and personality, both of them being distinguished in quality. As an actress she has raised her profession to a high place by the sheer force of love of the artistic and refinement. She is not, of course, so versatile nor so ambitious as Sarah Bernhardt, as Kumehachi is a



Kumehachi.

Japanese woman who was born under the old régime, when narrowness in life and achievement was encouraged as a woman's virtue; but, like the French actress, she is an artist with her brush. Her drawing of a bat and peony is quite well known; and she says that drawing is most necessary for becoming an actress. With the Japanese it is always a necessary education with women to form their graceful manner; so Kumehachi thinks the Japanese stage aspirant must start with an art education as she did herself. In her selection of colour and design of clothes, and in a hundred other things, the art education will come out and be of service. Kumehachi owes a great deal to it for her success on the stage. Beside drawing, she has no distinguished hobby. If she has any hobbies, they are those of the common housewife, such as sewing and knitting. But she will look up to you with a delightful smile whenever you ask her what in life she likes best, and exclaim at once: "Dancing! dancing! dancing!"

"I began to learn to dance in my seventh year, I lost my father in my twelfth year, and on account of the narrow circumstances of our family I was

obliged to teach dancing to the neighbouring girls. Fancy such a slip of a girl to be an instructor! You can easily imagine that the students were often twice as large as I. My mother taught *samisen* music. The name of my teacher of dancing was Mitsue Bando, the then very famous actress who made special service for the Lords Kaga, Sanuki, and Aki, those three great *daimyos* of the feudal days. She was most severe, not only in her discipline of art, but also in regard to our manners. The best teacher is the strict one. However, that is scarcely appreciated by modern girls. (Here Kumehachi, herself a severe disciplinarian of art, expressed a



Kumehachi as Yokanbei in a fantastic old play.

melancholy dissatisfaction with the age.) What I have to tell you is the old story. It begins more than sixty years ago. At that time no actress was thought decent who appeared before the general public; and, on the other hand, those under special patronage like my teacher, Mitsue, and others were held in the highest esteem as entertainers. They only meant to entertain people; the modern thought of art never entered their mind, but they were great artists themselves without knowing it. How miserable were the actresses who made a living before the public! I used to know two or three places where the actresses appeared nightly. They were sheltered with marsh-reed screens by the roadside, and each time the feudal princes were announced to pass by, their rude shelter was demolished. I believe these actresses were thought to be unclean and not fit to be seen by august persons like the princes. And think of it to-day, when the position of an actress is elevated, even in Japan, and the art of the theatre is recognised like any other creative art. It is wonderful how the time passes, and how things and opinions change. When I applied to appear at the

Satsumaza theatre, a regular entertaining hall—I was twenty-three years old at the time—the public esteem toward actresses and the theatre had already advanced by a great measure, so I did not feel any humiliation even in appearing before the public. With the grand restoration the feudal government was broken to pieces, and a hundred *daimyos* lost their stipends and fortunes. Mitsue Bando was obliged to part from her patrons, and she became an ordinary teacher of dancing. But she was a real artist whose life-joy was only in art. Teaching with her was a work of love, and she permitted only a few of her best students to stay with her and to study under her guidance.



Kumehachi as the Dojojo Dancer.

“As my family was poor, I paid her with my service from the beginning. I used to rise very early, and made breakfast for my mother and family; when I was done with my family kitchen work I had to hurry to my teacher's house and make an honourable breakfast for her. I thoroughly cleansed her kitchen every morning before my dancing lesson began. I was deadly in earnest in the kitchen work as well as in dancing. I was loved by my teacher, who took me to her patrons' houses whenever a theatrical performance was held, and made me watch how she acted. As I said, she was the most strict person in art, and, although she loved me dearly, she never gave me any good part, even when I was thought able enough to act. Those ten years I stayed with her were a great education for me. If I have any art in me it surely originated in her instruction. In those days the actresses were not permitted to mingle with the actors and act together, and the *daimyo* houses only invited the actresses. Naturally in these circumstances the public had a higher regard for the actresses than for the actors, who, in fact, were content to be called

river-beach beggars. As we women had to carry the whole play, the most difficult part of male impersonator was given to the best actress, and the dream of all the young beginners was to become that man impersonator. I cannot forget even to-day that I and a fellow-beginner fell suddenly down to the floor from utter exhaustion one evening after we had been studying the rapid action or scuffle scene, with clubs in hand, so hard did we practise in our younger days. My teacher, Mitsue, was a wonderful male impersonator in her own days; under her training I daresay I became rather clever in it. I made an immediate success with my man part, the very difficult rôle of Nikki of that classical play, 'Sandaihagi,' when I first appeared in public at the Satsumaza Theatre. I was said to be wonderful, considering my young age. One thing that I can be proud of is that I never became swollen-headed. I always thought that the goal of art was at the far-away end, as I believe to-day. And I never feel old for my study, though, in fact, I am a rather old woman now."

I, the writer of this article, remember as if it were yesterday that I was infatuated by the theatre and play, especially by the art and beauty of Kumehachi—I write of some seventeen or eighteen years ago. Her great fame as an artist was only to be compared with that of the late Danjuro, or that of a few others. I used to go to Kumehachi's theatre week after week. Her beautiful face on the stage fascinated me, until I was determined to stand by the stage entrance and wait for her coming out. I stood there patiently and waited, and saw her, alas! with a great disappointment. Was she as beautiful and young as I had imagined? Of course not. She was an old woman, old enough to be my mother, or even my grandmother. I told her this story a year or two ago at her dressing-room of the Daikokuza Theatre, Kobe, when she was playing with Mme. Yakko in "Hamlet," playing the not greatly important rôle of the Queen to Yakko's Ophelia. The story amused her immensely. She apologised for being still on the stage, and then laughingly declared that she would dance in Hades, and please the Emma, or Judge of Hades, with her favourite dance of Dojoji. "I have quite a stock of dances; he can choose for himself," she exclaimed.

Many plays have been written for her by well-known writers and playwrights. In her earlier days she was a staunch supporter of Japanese classical plays, and by them she gained fame and even the nick-name of "Woman Danshu," or "Lady Danjuro." It is a matter of ten or fifteen years ago since she became associated with the actors of the new or realistic school. She admits the freedom this school brings to the theatre. By it she can apply more of her own idea and will to a play, but, she declares, only to be realistic is not the way to present a perfect art. We must prepare, she says, to sacrifice our realism quite often for art's sake.

"After all," she renewed her talk, "the first fifty years of my stage life were merely apprenticeship; after that I began, I daresay, to see some point, and it is only recently that I am beginning to feel I may be able to become a clever actress if I try hard. There is nothing so hard as this art of the stage; you can be happy only when you do not see the real meaning and seriousness of the stage. Every blunder and mistake in experience helps to make me better and more clever in the art. The road of art and stage is really long. I can promise you that, if I live to be one hundred and twenty-five years old, as Count Okuma says he will, I will become a great actress."





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THE CHINESE STAGE.

BY THE SHANGHAI CORRESPONDENT OF "THE STAGE."

THE Chinese are a remarkably hard-working race, and, like all people who work hard, take peculiarly keen interest in their recreations. They have few open-air sports in which they indulge, and depend almost entirely for their amusement upon professional performances of various kinds.

While there are innumerable large cities in China, the vast majority of China's millions dwell in the country—that is, in villages of varying sizes. In the cities there are suitably arranged buildings, but in the little places performances usually take place in the open air. This involves no extra trouble, as the actors carry their costumes on their backs, and dispense with scenery other than Nature's background. Their raiment may not always have the appearance of affluence that their character represents, but the apparel of an Emperor, or even of a God, must lose some of its lustre if used as sleeping clothes, particularly if the place of repose be a stable-yard or a roadside ditch.

CONJURERS, WRESTLERS, ETC.

A Chinaman is easily entertained, and it is no difficult matter to gather a crowd to witness a wrestling match, or the performances of a sword-swallower, a fire-eater, a juggler, or a conjurer. The last-mentioned species of entertainer probably does better than any other open-air performer—that is, the crowd will melt away less rapidly when the hat begins to be passed round. Many conjurers earn large incomes by giving performances at private houses on the occasion of marriage and other feasts, and some of them are famous throughout the length and breadth of the land. A few even have been heard of in other lands; Ching Ling Foo, for instance, performed for several weeks in London some time ago. Afterwards he made a tour of the principal German cities, accompanied by his little daughter, Chee Toy, who has learnt to sing coon songs.

THE UNCHANGEABLE DRAMA.

Drama is, however, the main source of entertainment to the Celestial. Mostly all that is known, or supposed to be known, of China's prehistoric greatness has been learned from stage representations. As nothing ever changes in China, there is no possibility of having any anachronisms of costume, as the garments of to-day are cut on the same plan as were those of the Chinaman who dwelt in the Land of Sinim while Nineveh was less than "a geographical expression." As to scenery, that is supplied by the audience in their imagination.

SHANGHAI AND ITS THEATRES.

In the large cities it must be admitted, however, that stage plays are given in well-arranged theatres in a manner which it would be impossible to give on a village green. In Shanghai, one of the wealthiest, though by no means one of the biggest, cities of China, there are several handsome theatres, notably the Sin Woo Dai—*i.e.*, The Modern Stage—and the Tan Kwei Theatre, which have electric light and other "modern conveniences," but the "tip-up chair" has not yet made its appearance in any Chinese theatre. A Chinaman has no idea of physical comfort, and a hard wooden bench is good enough for him. These theatres support regular stock companies, who play historical and romantic drama, comedy and farce, all in much the same costumes and without scenery, the stage lights being, however, lowered to signify darkness, and the face make-up being weird and wonderful in the extreme.

When a play has achieved great popularity in one city it is quite usual for the principal actor to visit other towns, playing his own rôles in his own way, and being supported by the stock company, sustaining their parts in their own way. A well-known actor who can always be depended upon to draw large audiences is Kai Chow Tee. His principal or best-known rôle is that of a robber chieftain in a play wherein he is nicknamed 'The Butterfly'. This character's special forte is the capture of pretty maidens, whom he deserts after a few days. The play is founded upon some ancient legend well-known throughout China.

THE SOCIAL STANDING OF ACTORS.

Actors in China are not recognised officially as having any place in society, and no actor's son or grandson can ever hold any Government appointment.

"Actors in China are divided into four classes," says the Rev. J. Macgowan, in his excellent work entitled "Lights and Shadows of Chinese Life." "The first are those that take the parts of mandarins or royal personages. Such persons require to have an easy, dignified carriage . . . so that when they are representing some distinguished personage they may not shame him by some plebeian habits. . . . The second are those that assume the rôles of female slaves. . . . The third are those that personate ladies in respectable life. . . . Their whole get-up is absolutely perfect. The dressing of the hair, the binding of the feet to imitate the 'golden lilies' of the upper classes, the hang of the dress, and the feminine mincing gait that is the result of the crushing of the feet—all are lifelike and natural. The fourth is what we might really call the clown. . . . He is constantly ready at certain parts of the play with jokes and repartee that send the crowd into fits of laughter. . . . The one that represents the high-class lady is the best paid."

THE ADVANCE OF CINEMATOGRAPHY.

That "East is East and West is West" we know on good authority, and every European in China knows it for himself. It ought to be stated here, however, that the gramophone and cinematograph are far from being unknown even in the interior of China, and many well-to-do Chinese have become possessed of pianos and mechanical piano-players. Two of the leading European music-dealers in Shanghai, between them and through their agents in various places, sell over eight thousand gramophone records monthly. The bulk of the business is in records of Chinese songs, speeches from well-known plays, and maxims and precepts of Confucius and other eminent sages.

Both the Pathé and the Urban cinematograph firms have branch offices in Shanghai. The former let out on hire, but do not sell films; the procedure of the latter is the reverse. Both sell lanterns and other necessary plant. The absence of electric light is a drawback in the interior of China to the satisfactory exhibition of cinematograph pictures. Still, with limelight and other substitutes, a fair effort is made to present this form of entertainment to native amusement-seekers. In almost all of the Treaty Ports electric light has been installed, and in all these places cinematograph shows are to be found. The managers of both the firms mentioned bespeak a big business in their line as China becomes more opened out to foreign influences. Both of them take views of Chinese scenery and events for exhibition in other countries. Without mentioning numerous Chinese gardens in the vicinity of Shanghai, where open-air cinematograph exhibitions are given during the summer months, there are several well-conducted halls in the foreign settlement, notably the cosy hall of the American Cinematograph and Vaudeville Company, Limited, and the handsome structure, recently built, and known as the Victoria Hall, in both of which variety turns, mostly by Australian artists, are also given between the showing of the films. The performances are given at nine o'clock at night, and last till nearly midnight. Pictures submitted at the foreign halls are of much the same character as those to be seen in Europe, but the class of picture most desired by native exhibitors is of an educational nature. In some of the bigger colleges a cinematograph outfit forms an adjunct to the lecture-room, and many scientific and natural history subjects are shown on the screen.

OTHER ENTERTAINMENTS.

Shanghai, with a view to getting into line with the rest of the world, has adopted roller-skating as a diversion, and three well-equipped halls are in full swing. In each there is a "full military band," and competent instructors are at hand to assist beginners.

Mention—honourable mention, at least—should be made in passing of the Sing-Song Girls, who are in great demand at private parties, and are retained in many of the larger tea-houses, restaurants, and opium-smoking establishments. They are generally very young, rarely over seventeen or eighteen, and sing quaint love-songs, with indelicate allusions, of the meaning of which they are probably entirely innocent, being most carefully guarded and brought up, and almost invariably of unimpeachable moral character. Their voices are extremely high-pitched, and not at all pleasing to Occidental ears.

ENGLISH THEATRES AND COMPANIES.

The principal foreign-owned theatre in China is the Lyceum Theatre in Shanghai, the property of the Shanghai Amateur Dramatic Club. It is a handsome structure, both within and without, and excellently appointed on both sides of the footlights. English companies visiting this part of the world play in the Theatre Royal in Hongkong, the Lyceum Theatre in Shanghai, and sometimes in the Town Hall, Hankow, and the Gordon Hall, Tientsin. Recently the Bandmann Dramatic Company, including Mr. Henry Dallas; the Bandmann Merry Little Maids Comic Opera Company, with Mr. Frank Danby; the London Comedy Company, under the direction of Mr. Hugh J. Ward, supported by Miss Grace Palotta and Miss Rose Musgrove; and the Herbert Withers Concert Party have favoured the exiles here with brief visits, and departed well satisfied, it is to be hoped, with the results of their enterprise in coming so far.

IN A CHINESE THEATRE.

BY ENID CAMPBELL DAUNCEY.

DURING a visit to Hong-Kong some years ago my host offered an evening's amusement in the form of a visit to a Chinese theatre. I hesitated about the trouble involved in going down into the town after dinner on a glorious September night. Half-way up to the Peak, amongst the flower-garden terraces, the tumbling rivulets and moonlit woods, the night air was cool and exquisite; but down there, where thousands of lights twinkled round the wide bay, one would go into a bank of hot air like the breath from a furnace-door. In the end, however, curiosity prevailed over lazy contentment, and our host's head "boy"—a solemn and dignified Chinaman of forty years of age—took charge of the expedition. From the Peak to the town stretches a lattice-work of precipitous asphalt paths, up and down which the natives of the poorer sort and rare Europeans toil on foot, while anyone who can contrive to own, hire, or borrow a carrying chair goes comfortably swinging from the shoulders of herculean coolies.

So, on a lovely night, we strolled out after dinner, throwing on the lightest of wraps, and stepped into the gorgeously painted palanquins waiting in a row on the terrace. Down the steep slopes we swung till, on the level, in the streets, a stand of rickshaws was reached, when the chairs were lowered, and, alighting from them, we transferred the burden of our several weights to another set of coolies, who sped with the swiftness of birds down the broad, handsome streets which remind one of nothing so much as the best thoroughfares of the residential parts of Dresden or Berlin. It is a part of the strangeness of Hong-Kong that from the fronts of these ultra-modern stone-built houses there hang big gilt Chinese signs and lighted paper lanterns, and that along a paved road laid with the lines of an electric tram one skims in a rickshaw drawn by a half-naked Chinaman.

After a long run we pulled up at a big dark stone building, in no way distinguished from those flanking and facing it, where a wide doorway stood open, under an immense crimson paper lantern. Passing down a long, wide, whitewashed corridor and through swing doors we found ourselves suddenly transported into what seemed the heart of an unknown country, so utterly contrary to every conception of our own civilisation appeared to be the tastes of the men before us.

Our servant had conducted us to a small pen railed off at one side of the vast auditorium for the use of foreign devils, from which we surveyed a simply-planned parterre and two deep galleries—cramped from floor to ceiling with a solid mass of yellow faces and blue garments—confronting a broad stage, which stretched, without curtains, flies, scenery or wings, right across one end of the great bare building. In the centre of this stage the nakedness of bare boards appeared emphasised rather than concealed by a worn, old piece of carpet spread before a small dais, on which was placed the orchestra. But what an orchestra! It is a tame and common-place word by which to designate that delightfully gloomy company of half-a-dozen or so of semi-naked Mongols, crouched upon their heels on the little platform, each of whom had apparently fashioned for himself the instrument on which he found he could make the most hideous noises whereby to drown his fellow-conspirators. What gratifies the Chinese ear we cannot know, for invariably all travellers native to lands of rhythmic harmonies have made loud complaint of the deformities of Chinese music; and it is true that to European convictions those Chinamen seemed to be enjoying the sounds of steam-rollers, motor-horns, and the passing agonies of pigs, combined fantastically with four piercing minor notes and one sustained and ghastly wail. Withal, the "music," from its very strangeness, was, in an irritating fashion, far from being entirely unpleasing, and it was even possible, after an apparently purposeless pause, to detect in the next bout of noises a fresh disposition of those four chief notes and that unearthly scream. Through it all a tom-tom, as is the custom, kept perfect time on its own account and with no reference to anyone or anything else. It is said that in one thin note, or what to our ears is one thin note, the Chinese can detect cadences of sound; and this being so, it is better to own at once that we do not understand than to turn from this curious orchestra with ridicule or contempt.

The stage of ancient Greece was not more devoid of scenic device than this Chinese proscenium. On each side of the quaint orchestral platform opened a plain doorway set flat in the bare wall—simply and naively R. and L.—and over each hung a long, monster banner of scarlet cloth inscribed in large, handsome Chinese letters of gold. Further scenery there was none. Stage furniture consisted of a little deal table and three common chairs, placed before the orchestra in the centre of the patch of old carpet, the whole being ill-lit by a row of perilous oil-lamps which served as footlights. Such simplicity savours at once of the *blasé* and the barbaric; and it is difficult to determine whether the utter absence of illusion may not argue an audience more imaginative than does our elaborate deception of the senses.

The band, I remember, was in full blast when we entered our pen; and no notice was taken of us by the vast audience—all men—which sat rapt, spell-bound, in contemplation of a scene of breathless interest. Crowded together in the middle of the great, empty stage were the protagonists of a moving story, the chief figure among them apparently being an old man, dressed in crimson and green silks, with a long white beard visibly and insecurely affixed to his shaven face, who sat rigidly at the deal table talking in high shrill monotone regardless of the din of the orchestra immediately behind him. By his chair stood two or three women in rich and brilliant costumes, their splendid clothes affording a striking contrast to the general dinginess. Before the grey-beard a young and slender girl tottered on diminutive, maimed feet, supporting herself upon the arm of a female attendant, whose solid and natural hold upon the earth afforded the necessary succour.

So graceful, so feminine were the women upon the scene that it was difficult to believe that the male sex, alone, are permitted in China to adopt the profession of the stage. The girls we saw—so refined, so delicate—with genuinely crushed feet, were young men, trained all their lives for such a career. Moreover, the actor ranks curiously, to us, in the Chinese social scheme, for though—with a purely democratic spirit, to which our younger civilisations have not yet attained—all posts are open to competitive examinations to every class, there is an exception excluding from such national privileges, "monks, play-actors, and menial servants."

The pale young heroine was clad in trousers and tunic of thick white silk brocade, embroidered heavily in gold and wonderful colours; her magnificent blue-black hair a mass of flowers and combs; her lips painted to a rose-bud shape of hideous vermilion. The small, delicate features of this typical Chinese lady were covered thickly with white paint, and drawn up into the expression of gentle suffering familiar in the faces of Celestial ladies of high degree and crushed feet. To China the useless foot is as the *yashmák* to Turkey; but with this reserve, that it is far more efficacious, for the veiled woman can and does enjoy astonishing freedom owing to the impenetrable disguise in which she walks abroad; but the Chinese

lady who cannot totter two steps alone is still more safe in the Oriental view of the sanctity of the house.

All the action and movement of the thrilling crisis before us consisted in the tall form of this heroine swaying backwards and forwards as the old man screeched his long and monotonous harangue. At intervals she responded in a sharp, high wail, gently moving, by way of passionate gesture, a long, thin hand, with outstretched forefinger adorned by a nail about three inches long, encased in a jewelled sheath. Long and long this scene smouldered on, the audience sitting immovable, enchanted, with lips set intently and oblique black eyes riveted upon the actors. These onlookers were quite content with a picture of real life, a real conversation, such as no stage manager in Europe would dare to put upon the boards. Though in real life people never talk with the ceaseless getting up, crossing the room, moving from chair to chair, to which we are accustomed in our plays, when one is brought up to such conventions it is very difficult to realise the childlike of a great deal of stage "business." The Chinese, apparently, have grasped this truth; and the resultant realism is, to us, incomprehensible and amazing.

After an amplitude of this dialogue, the music held off for a few moments to herald the entrance of a middle-aged, brown-faced woman, clad in shabby dark garments, who had been standing in the left-hand doorway all along. This person, taking no notice whatever of the other performers, walked up and down before the footlights, wailing and grunting one of the most uncanny songs imaginable. She smiled as she walked and sang, winked, wriggled, and stamped her feet. The audience shrieked with delighted laughter, their tone conveying unmistakably the conviction that the old woman's song did not reach the perfection of fun without vulgarity. "This piece woman," explained our cicerone, "she allee samee malliage bloker." What she said he could not, or perhaps would not, explain. The marriage-broker finished her song in something over twenty minutes, addressed a few calm words to the group as she passed across the stage, went out at the other door, and all the performers rose and shuffled out after her, some staying to lounge and talk in the doorways, others preferring to mix with the orchestra.

A short, or Chinese short, pause ensued, enlivened by extra be-devilmings of the band. There are no acts in a Chinese play; only gaps. The audience breathed deeply and stirred a little, and a few words were exchanged here and there, but the excitement was too tense for much conversation.

A lull in the music, which clearly indicated a change of scene, was followed by the re-appearance of the young heroine, who, supported by her attendant, tottered from her place in the doorway and sank into a chair by the table. The rest of the company, watching her from the doorways, were technically "off" and perhaps to the Chinese imagination really invisible. The little thin face had been repainted a still more ghastly greeny-white, and upon each temple a scarlet opium wafer now indicated the interesting fact that the heroine was suffering. She was dying of love. But before she expired this Chinese prima-donna intended to indulge in a swan-song of peculiarly execrating type, the one phrase of which took and sustained, to European ears, something approaching one of the most painful notes of the orchestra, by which manœuvre the chant could generally be heard above the deafening accompaniment. Languidly the gaudy little head leaned upon one delicate hand, the spidery forefinger of the other tapping upon the table with no rhyme or reason.

Eventually all things must come to an end, even this song of Chinese Mimi, which suddenly ceased as purposelessly as it had begun. Quite without warning the heroine stopped on a high note in the middle of the scale, clutched the table, swayed, and then, as representing a real Chinese lady, leaped with astounding agility pick-a-back upon her nurse's shoulders, and was borne from the stage to the sound of loud applause. No doubt this had been a scene of the sweetest and most captivating maidenly delicacy—the personification of the ideal woman for whom the Chinaman sighs in vain.

For my part I felt inclined to sit at the Chinese play as long as any native member of the audience, for the spectacle fascinated me beyond expression. The charge of monotony is absurd in a performance which furnishes every few moments fresh and amazing views of human life and thought. No European play I have ever seen can claim as much. But it seemed that two or three hours of the Chinese play had exhausted my companions' patience, for to my dismay I heard them beginning to ask when "the show" would be over.

"No can tell."

'When did it begin?'

"Some time aft'noon."

However, the joy was prolonged by a visit behind the scenes, and if the "front" had been extraordinary, the back of the stage was even more wonderful, resembling as it did a cross between an old clothes' shop and the Demon's Cave of pantomime. Piles of gaudy clothing, processional standards, lanterns of every size and colour, artificial flowers; green and gilt and scarlet and hazy dirt seemed to stretch in endless perspective, the whole place reeking of paraffin, sweet, heavy perfumes, and the all-pervading opium. Half-clad Chinamen swarmed and jabbered everywhere or stood at little lacquer tables messing about with small pots of grease and face paints; and here and there the actors might be seen squeezing about in the crush or sitting upon up-turned packing-cases. Chairs were presently fished out from what looked like piles of wreckage and placed upon the stage where we sat, Elizabethan fashion, in the very heart of things, without any detriment to the reality or truthfulness of the scene. Here we waited a little while the play trailed on—noisy, uneventful, long-winded. Yet, to the most unappreciative, the performance was fascinating in a strange, repellent, tantalising way, like the first dose of some evil drug, and it was with a curious mingling of relief and regret that we finally tore ourselves from the theatre and came out again upon the still dark streets of beautiful Hong Kong.

Perfectly impassive and inscrutable, the rickshaw coolies had been waiting all these hours, and now silently took up the shafts and ran back along the miles of streets to the spot where our chairs were standing. Here stood more big, bronze-yellow figures, with magnificent physique and expressionless, slanting eyes, philosophers who knew perfectly well that at the work of carrying chairs no man lives more than a very short time. Taking up the poles they swung lightly, swiftly, with deep, panting breaths up the long asphalt paths in the fresh, fragrant night.

Far away down there the play undoubtedly went on—on and on—giving complete satisfaction to a race that has taken six thousand years to evolve this form of entertainment. Yet—who knows? Effete as they may be, perhaps this old and *blasée* race have passed, ages ago, our childish love of scenic accessories. Perhaps, too, our liking for sweet sounds may be, in the history of a race, as is the love of *bons-bons* to the little child; for we are so young, so fresh—and the Chinese are so old, so weary.



THE NEW COPYRIGHT. AN OUTLINE AND SOME CRITICISMS.

BY BERNARD WELLER.

IN "How to Protect a Play" in THE STAGE YEAR-BOOK for 1908 various suggestions for amending the Law of Copyright were made. They included the following:—Copyright—at all events, in the United Kingdom—should be procurable in the simplest way, with uniformity and without complication. Registration, if retained, should be improved and enlarged, preferably in conjunction with a new Office of Plays (a public department to which the Lord Chamberlain's powers as Censor might be transferred as simply those of an Examiner, who would report to a special tribunal). Representation should not be held to be publication. The home rights of a British playwright should not be voided by first performance of his work in a non-Union country. Playright in novels should be established. Titles should have statutory protection. Powers should be vested in summary courts to deal promptly with cases of infringement. Lastly, the copyright period of a work should be for the life of the author and a fixed term of years thereafter.

BILLS OLD AND NEW.

Many of these suggestions were prompted by the deficient character of a Bill then in the care of the Incorporated Society of Authors. The Bill was especially unsatisfactory on the dramatic side. It had been drawn chiefly in the interests of book authors and printers. That was not from any *malice prepense*, but merely because the drafting of the Bill in the first place—now a dozen years ago—fell into the hands of literary men and publishers, and dramatists and managers had little or nothing to do with it. And it was a hibernating sort of Bill, which went into seclusion for long periods. It seemed fearful of the Parliamentary air. Now and then it would put its head out, poor thing, but only to be mipped, and back it would go to close quarters.

However, a full Bill, and one simplifying and codifying the laws relating to Copyright, is now before Parliament—the Government Bill introduced by Mr. Sydney Buxton in the House of Commons on July 26 last, and then read for the first time. It is doubtful whether our authors, if left to their own devices, would have made any more headway with this long-delayed reform than they did in the past. The Bill has come now and is likely to get on the Statute-book because Parliament has been faced with international considerations. Our treatment of Copyright, largely based on old and wretchedly-drawn Acts, is much behind that of other European countries. Germany took the lead in promoting the Berlin Conference of 1908, which *inter alia* exposed anew the state of our Copyright laws. The decisions at that Conference made fresh legislation inevitable, in order for us to sign the new Convention as a whole. The date for ratifying the Convention was fixed for not later than July 1 last; but the dilatory methods of our law-making have taken us past that period, and it will not be possible for us to adhere fully to the Berlin instrument until the Bill at present before Parliament is passed.

ABOLISHING FORMALITIES.

This Bill serves the triple purpose of complying with or making possible compliance with the requirements of the Berlin Convention, of amending and consolidating our domestic Copyright Law, and of defining the positions of our self-governing and other dominions. The lay reader will not find it a document particularly easy to understand, especially as some of the provisions are neither well expressed nor satisfactory in themselves; but, roughly speaking, the Bill is comprehensive, and in conjunction with the Berlin Convention is calculated to give our authors—

in countries within the Copyright Union at the least—nearly all that they can reasonably desire.

Apart from the question of registration, and also from one or two points open to amendment during the Parliamentary course, the Bill embodies the suggested revisions already mentioned. Registration under the Bill is optional. This feature of the Bill follows from the decision of the Berlin Convention, in the interests of International Copyright, to abolish formalities as far as possible. Thus no formalities such as registration are imposed as a condition of the existence or the exercise of the rights granted under the measure. At the same time the author or other owner may still register at Stationers' Hall, and it is advisable for him to do so; as for the purpose of protecting an innocent infringer no damages are recoverable if the infringer proves that he was not aware, and had no reasonable means of making himself aware, that copyright subsisted in the work; but he would be deemed to be affected with notice of the existence of copyright if the proper particulars had been entered in the register established for the purpose. Registration consists in entering at Stationers' Hall, or as provided, the name of the work, the name of the author, and such other particulars as may be prescribed. In the case of a work first published in, or the author whereof was a resident in, a British possession under the law of which a register has been established within that possession, if similar particulars have been correctly entered in that register, an unauthorised user of a work is also deemed to have had means of making himself aware that copyright subsisted in the work. Registration may take place at any time after the making of the work.

If a dramatic author could register his manuscript and deposit a copy, type-written or printed, at Stationers' Hall, the surrounding circumstances of security would be much improved.

REGISTRATION OF MUSICAL WORKS.

The question of registration is of special importance to owners of musical works. Registration will, as far as concerns them, take the place of the old printed notice reserving the public performing rights hitherto necessary on the face of published musical compositions. The Musical Copyright Act, 1882, and the Amending Act of 1888 are repealed; hence there is no further obligation on the owner of a musical work to state on the title page that the performing rights are reserved. The owner is thus forced to register; for otherwise the unauthorised user may be able to plead successfully that he had no means of knowing that the work was copyright. In the latter circumstance probably no damages would lie, though the owner could obtain an injunction or interdict against future use.

This change is made in accordance with a revision contained in the Berlin Convention, which says that "authors shall not be bound in publishing their works to forbid the public representation or performance thereof." It follows that for all practical purposes the formality of registration imposes itself on owners of musical works. Such owners perhaps have less to object to than conductors, singers, pianists, and others, who will be obliged to search the London register, and possibly registers elsewhere, in order to ascertain whether this or that work is entered. The effect of the change, while it may tend to a nominal uniformity of the law, does not appear to simplify the position of musical works. The author of a dramatic piece has not so great a necessity to register; yet, in view of Section 6 of the Bill, he would be foolish not to do so.

PERFORMANCE NOT PUBLICATION.

The poor dramatic author, for a wonder, comes off under the Bill better than his brother of books in one essential respect. According to Section 1 (1), Part I. and elsewhere, the copyright subsisting in a work ceases in the event of first publication in a country that does not grant reciprocal copyright relations. In the case of a book that means that first publication in the United States, for example, voids the British copyright. But it is not necessarily so in the case of a play. The only word used in this respect is published. A play, unless it is printed for public sale, is not held to be published under the new Bill. It was so held under the Acts of which a clean and refreshing sweep is made in Schedule 2,* but in the Interpretive Section of the Bill publication and performance are separately defined, and the latter is set down as "any acoustic representation of a work and any visual representation of any dramatic action in a work"—a very broad defini-

* Even in this first flush of belated enthusiasm it is a little staggering to find in Schedule 2 a repeal of "3 Geo. 4 c. 15"—a title unknown to the Copyright statutes.

tion, introducing the words acoustic and visual to Copyright statutes. On the other hand, publication is expressly stated not to include the public performance of a dramatic or musical work. It follows that a British author may—leaving for a moment our self-governing dominions out of the question—first perform his play in a non-Union country without prejudice to his home rights. There seems no reason why the book-author should not enjoy a similar position. Why should a home author lose his rights in the United Kingdom because first publication of his book takes place in a non-Union country? But that is the case under the Bill.

NON-CONFORMING DOMINIONS.

It is also the case where one of our self-governing dominions has not passed legislation substantially identical with our own, or otherwise does not afford adequate protection. Part I., Section 1 of the measure says that "if any work in which copyright subsists is first published elsewhere than in the parts of his Majesty's dominions to which this Act extends, then, except as otherwise provided by this Act, the copyright in the work shall cease on such publication." Here the word is publication, which does not apply to acoustic representation or to visual representation of dramatic action; but Section 26 (3) says further that "works the authors whereof were resident in a dominion to which this Act does not extend, and which has not passed legislation substantially identical with this Act [or granted adequate protection] shall not, whether they are British subjects or not, be entitled to any protection under this Act." There is no definition of "resident" in respect of those parts of the dominions to which the measure does not apply; and the clause "shall not be entitled to any protection under this Act" is remarkable. Strictly, it seems to mean that a resident of a non-conforming colony is, under the Bill, without copyright in his work, whether published or unpublished. But it does not necessarily follow that this resident would have no protection. There would certainly be protection if the resident of a non-conforming country first published his work in a Union country. The same resident would, I think, also be protected under international law, in the case of a play (unpublished in the colony) in countries—of which Great Britain is one—subscribing to the Union, though here Section 32 is conflicting for authors in Great Britain. Assuming that the first performance of a play does not ipso facto make the author a resident of the place of such performance, a British author—other than one belonging by residence to the non-conforming colony—is unaffected by this stipulation of Section 26, and may perform his play in the colony without loss of rights. But he forfeits his rights under the Bill if he gives his play first publication as a printed work in the colony, or rather dominion.

The trouble has arisen in consequence of some of the self-governing dominions not wishing to adhere as fully to the obligations of International Copyright as the mother country necessarily requires under the Berlin Convention. The Canadian Act of 1889, for example, conflicted with our obligations under the Berne Convention, and in consequence the consent of the Crown to the proclamation of the Act by the Governor-General was not given. A way out of the Canadian impasse has in a sense been found by agreeing to the complete independence of Canada as a country in matters of Copyright. The self-governing dominions are the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland. Because certain of these countries are obdurate or hold their own views seems no good reason for penalising home British authors. And the position is not made any less difficult by the obscure terms of the Bill quoted. However, the dramatist is in a somewhat better position than the author to whose work the term published applies.

SOME GOOD POINTS.

Much has also been done for the dramatist in protecting him against infringement and piracy—though perhaps not so much as for other classes of author. The dramatist, as owner, possesses the sole right to produce, to reproduce, or to perform the work or any substantial part thereof in any material form whatsoever, and in any language. Whether a substantial part includes the title does not appear—apparently it would not—and no separate provision is made for titles. The dramatic work may not without authority be turned into a novel—as also a novel may not be dramatised. Nor may the dramatic work be mechanically reproduced in any respect—by film, record, or similar contrivance. And the definition of dramatic work is sufficiently wide to range from a play of full dimensions

to any trifle in words or in dumb-show set down or described in writing. Films are included to a certain extent, but apparently not so amply as are records, perforated rolls, and the like under the conjunction of literary, dramatic, and musical works.

For dramatic works, in common with all other classes of property under the Bill, the term of duration is that of life and fifty years. This simplification of our present cumbrous basis provides that all the works of an author fall out of copyright at the same time.

SIMPLIFIED COPYRIGHT.

But the greatest simplification under the Bill has been made in the direction in which, as has been urged, it was most necessary. How is the new statutory copyright to be obtained? By publication, by performance, by obligatory registration? By none of these. Copyright vests automatically in a work from the date of the making. The work is written or otherwise composed, and thereupon copyright subsists in it. Here there is an all-round application—and I need not say in my view an excellent one—of the statutory right that the Act of William IV. gives to dramatic pieces composed but not printed. Under that Act dramatic pieces obtain the statutory performing right; and the only effect of the so-called copyright performance is to exchange an indefinite term of duration for the statutory period (though of course performance or other publication may become necessary by reason of non-Union production). Registration, as has been said, is not compulsory, but is provided for and is advisable.

INFRINGEMENT.—SUMMARY REMEDIES.

For infringement there are civil remedies, which, however, are less important than the summary remedies set out in Section 9. The costly and protracted procedure of the High Courts gives place to prosecution at a summary court of jurisdiction—that is, a police court. Section 9, though the wording is not perhaps so explicit as it might be, evidently applies an unauthorised dramatic performance as well as to other forms of infringement. Penalties are by fine, with a maximum of £50 in respect of the same transaction at a summary court. This section of the Bill seems open to some verbal amendment in the interests of owners of plays, who—as printing is a secondary purpose—are less concerned about pirated copies of plays in print than about unauthorised performances. It is essential to have a short, sharp, and drastic process against the commonest form of play-piracy; and any Act to be acceptable to dramatic authors must give it in the clearest and most direct way.

THE COPYRIGHT PERIOD—BAD DRAFTING.

After the foregoing rough summary of the chief provisions of the Bill, it will be well to go a little into criticism in detail. Of course, the ramifications of Copyright are many and intricate, and a consolidating Act is necessarily a difficult work of draughtsmanship. The new Bill, dealing as it does, moreover, with Home, Imperial, and International Copyright, is a remarkable feat in condensation of voluminous matter, especially seeing that legal phraseology, as a rule, leans to redundancy. But it is not certain that the framers of the Bill, in the laudable desire to avoid this fault, have not gone to the other extreme. Some of the definitions, for example, have about them a brevity that leaves a good deal unsaid, and the same remark applies in places—and important places—in the body of the text. It is very desirable that a Bill of this kind should be one that the average layman may be able to understand without professional assistance, and especially desirable that this assistance, if called for, should be unhampered by anything equivocal or otherwise defective. Some portions of the Bill are certainly well set out, but elsewhere the unifying process at which the measure aims in the statutory treatment of Copyright is not conspicuous in the textual design of the Bill. Take the matter of the period of copyright. It could, even allowing for the successive amendment that has gone on as the Bill has passed through various hands, have been disposed of as a whole under one section and in clauses following each other. Yet in one place the term of copyright is dealt with; in another, widely separated, the term as it relates to posthumous works; in a third, again separated, the term as it affects copyright existing immediately prior to the Act; in a fourth, at the end of the measure (in a schedule very puzzling to anyone unacquainted with the ins and outs of the statutes), the term as it is modified by common law and statutory law, by copyright and performing right. The position is a fairly straightforward one. Roughly stated, the term is for the life of the author

and fifty years. If the work is posthumous, the term is fifty years from the date when the work is first given to the public. With regard to a work in which copyright subsists prior to the Bill coming into force as an Act, the estate of the author obtains the benefit of the extended period of protection, subject to the condition that the holder of any right granted by the author under the old terms may apply for the right to be continued under the extended period for such consideration as, failing agreement, may be determined by arbitration. The Bill speaks of the rights for the extended period passing back to the author, but in the case of dramatic and other works that could not happen, as the period is already for a minimum of life and seven years. There is no reason why this position could not be stated in a simple and sequent way.

SOME AMBIGUITIES.

Copyright is given to "every original literary, dramatic, musical, and artistic work the author whereof was at the date of the making of the work a British subject or a resident within such parts of His Majesty's dominions" as the Bill extends to. It will be noted that the doubtful word "original" is used, and also the very broad word "making." There is no definition of either word. Nor when we come to the Interpretation clauses are we helped much to be told not what a literary work is but that it includes "maps, charts, plans, and tables," or that a dramatic work "includes any piece for recitation, choreographic work or entertainment in dumb show the scenic arrangement or acting of which is fixed in writing or otherwise, and any cinematograph production where the arrangement or acting form or the combination of incidents represented give (sic) the work an original character." Judging from the punctuation, it is only "choreographic work or entertainment in dumb show" that needs to be fixed in writing or otherwise. If recitation is included are we to suppose that the expression is used in its narrow meaning or as covering every form of dramatic piece on the oral side? If the latter, every dramatic piece must be fixed "in writing or otherwise," but Section I.—developing the statutory right vested by the Act of William IV. in a dramatic piece composed but not printed and published—speaks only of "the making of the work." What is the position of a spoken dramatic piece that is fixed only in the memory of the performer or performers? And may a stage piece, if not a dramatic work, be a literary work? Would a piece of patter, especially if reduced to writing, be a literary work, and as original matter entitled to protection as a literary work? The only "interpretation" of literary work that we get is that the term "includes maps, charts, plans, and tables relative to geography, topography, and science," which is not particularly helpful. A piece of patter is conceivably as much a literary work as a table relating to topography; and there is even hope on this assumption for original jokes and gags set down in writing. Further, it will be seen that an intention of the clause quoted is evidently to give only certain cinematograph products protection as dramatic pieces. Yet the immediately preceding description of "entertainment in dumb show, the scenic arrangement or acting form of which is fixed in writing or otherwise" applies to any "cinematograph production." Faulty drawing of this kind may or may not affect the law, but why in any case be clumsy and inexact?

DRAMATIC WORKS WELL COVERED.

Once it is clear what a dramatic work is, and how far it is also covered by the term literary work, the measure of protection is far reaching. The copyright subsisting in a dramatic work is the sole right to produce or reproduce the work, or any substantial part thereof, in any material form whatsoever, and in any language; to perform, or to represent or publish by mechanical contrivances, such as films, records, perforated rolls, and the like, though in the last respect the owner cannot exercise the sole right where such mechanical contrivances have been lawfully made before July 26, 1910.

The means for enforcing this protection are not set out so precisely in the case of a dramatic work as in that in which copies in an ordinary sense are made. It is true that under Section 9 a person, if he exhibits in public any copy of a dramatic work in which he knows copyright to subsist can be dealt with summarily, and performance would amount to public exhibition, but one feels that this Section has been drawn with a view to copies in print and the like, and that while it has full practical point as far as they go, there is something lacking from the point of view of unprinted plays. Few actual copies are made in the case of a pirated dramatic work, and the difficulty of proving their existence is considerable, and thus most of

the police powers of the Bill in connection with pirated copies seem to fall to the ground where dramatic works are concerned. Printing is only a secondary publication in the case of plays. The real publication—by whatever name we call it—is through performance. Here is the main ground of infringement, and it ought to be treated directly and explicitly in the section dealing with summary remedies.

NEW SUBJECTS OF COPYRIGHT.

The Bill necessarily takes into account the developments of Copyright brought about by performances by mechanical instruments, such as the kinematograph machine, the gramophone, the pianola, and the like. At the time when the existing laws were framed the nearest approach to modern machines for the reproduction of sound, etc., was the musical box, and that unpretending instrument was not deemed worth troubling about. Indeed, even the Berne Convention of 1887, in its international bearings, gave the musical box a happy immunity in these words:—"It is understood that the manufacture and sale of instruments for the mechanical reproduction of musical airs which are copyright shall not be considered as constituting an infringement of musical copyright (F.P.(3))." But the inventions of recent years have changed a negligible quantity into a substantial factor in copyright affairs. The film is everywhere, and the gramophone disc is not much behind. As far as the existing statutes are concerned what protection there is at present is accidental. The kinematograph film obtains a certain amount of protection as a photograph; and, further, Mr. Justice Jelf expressed the opinion (without, however, ruling on the subject) that it also came within the reach of dramatic copyright to the extent that a film reproducing the action of a copyright play would infringe the performing right. This opinion rather implies that a film, dramatic and sequent in action, is within the definition of a stage play. However, the present law is extremely unsatisfactory. It is not surprising in the circumstances that it should be so. The law affecting mechanical music, etc.—affecting, that is, the varied emanations of machines ranging from the gramophone to the pianola—is yet worse. One speaks of the law, but one might almost say the want of law.

GRAMOPHONE TO PIANOLA.

The framers of the new Bill had here an opportunity of which they have not made the most. The protection is not afforded in the specific and unambiguous way that ought to distinguish the new Copyright from the old. The framers of the Bill rather give the impression that they are less concerned about vesting copyright in the film, the disc, and so forth than in protecting other subjects of copyright from infringement by these means. Thus it is prominently set out in Section 2 that in the case of a literary, dramatic, or musical work copyright means the sole right to make any record, perforated roll, or other contrivance by means of which the work may be mechanically performed. One has to turn almost to the end of the Bill to find the following: "Literary work,' 'dramatic work' and 'musical work' includes records, perforated rolls, or other contrivances intended for use in connection with, or to form part of, instruments by means of which a work may be mechanically performed." There seems little reason for grouping these contrivances under this combined head. Films are not mentioned by name in this clause, but they certainly answer to one of the "other contrivances" in the same clause. The position is not simplified by a reference to "kinematograph productions" in the immediately preceding clause. However, that is a point that does not affect these big classes. The measure of the protection of these classes may be awkwardly expressed, but it appears fairly complete. They are protected in themselves, in one respect, possibly better than other subjects may be protected from them. Section 24 (d) says that "the sole right of making and authorising the making of records, perforated rolls, or other contrivances by means of which literary, dramatic, or musical works may be mechanically performed shall not be enjoyed by the owner of the copyright in any literary, dramatic, or musical work for the mechanical performance of which any such contrivances have been lawfully made within the parts of His Majesty's dominions to which this Act extends by any person before the twenty-sixth day of July, nineteen hundred and ten." One meaning to be disentangled from this clause is that if a record, perforated roll, etc., was made lawfully from a work prior to July 26 last, further records, perforated rolls, etc., may in future be made by anyone from such work.

In this connection it is useful to bear in mind the compromise that was arrived at the Berlin Convention. It was agreed by the delegates of the contracting countries that the sole rights of adapting musical works to instruments that reproduce them

mechanically should belong to the authors, but there was a reservation to the effect that this provision should not be retroactive, and "consequently not applicable in any country of the Union to works which have been lawfully adapted in that country to mechanical instruments before the coming into force of the present Convention." The article in question speaks of works which have been lawfully adapted, not of works which have been or might have been so adapted.

"KINEMATOGRAPH PRODUCTIONS."

The article referred to in the Berlin Convention relates only to musical works. In the English Bill the term is "literary, musical, or dramatic works." There is no doubt that a "kinematograph production" may be lawfully made, under the existing Acts, by anyone from any novel, however the case may be as to a play. If there is any conflict here between the Convention and the Bill the latter should be amended accordingly. The Convention keeps "mechanical music" and kinematography apart; and it is very advisable to do so in the Bill. The aim may have been in this direction, but it has not been well accomplished. In the Bill a "kinematograph production" ranks as a dramatic work "where the arrangement or acting form or the combination of incidents represented gives the work an original character." The implication is that without this "original character" the kinematograph product is not protected as a dramatic work. But why protect it as a dramatic work seeing that very often it is not dramatic at all? Why not protect it specifically? It may be that a film is protected as a photograph or as a plate. Or by placing its incidents, scenery, etc., in writing it may obtain indirect protection as a literary work. Copyright in a literary work is the sole right to produce or reproduce the work or any substantial part thereof in any material form whatsoever, to perform, or to publish. Thus in the case in which a film was not a dramatic work the owner seemingly would, if necessary, be in a position to proceed as the owner of a literary work in which his sole right to make kinematograph productions had been infringed. The Berlin Convention protects kinematograph productions as literary and artistic works, stipulating that they shall, in their arrangement, possess a "personal and original character." This limited protection is not so good as that given by the Convention to "the reproduction by kinematography of a literary, artistic, or scientific work," which "shall be protected as an original work." On the whole film makers cannot regard the way in which their interests are treated in the Bill as clear or satisfactory.

THE COMMON SENSE OF COPYRIGHT.

When one comes to the lesser subjects of copyright one realises more than ever the unwieldy and inexplicit terms of the present Bill. In speaking of lesser subjects of copyright one has in mind chiefly the materials of variety entertainment, though of course there are also other sorts. The Bill takes no specific account of gag, patter, business, parody, imitation, or the like.

The Bill should be entirely recast, and the different classes of copyright property treated under their own heads. Thus there would be book copyright, stage copyright, musical copyright, kinematograph and disc copyright, and such other divisions as were found necessary. This treatment might add to the length of the Bill, but really would simplify the measure and so greatly facilitate reference. There is no reason at all—except the professional interest of lawyers—why the new Act should not be a perfectly plain and straightforward document, which any person of ordinary intelligence could understand. There is surely nothing essentially intricate about the fact of copyright. A person is the author of a book, a play, a piece of music, a work of art, or of another work or composition, and he seeks to be protected from the invasion of what for the want of a better word we call his property therein. Well, what the work is, the extent of his protection, and the remedies for wrongful use could be specified in terms about which there need be no ambiguity, and set out in a classified order and indexed on a plan that would enable anyone to turn at once to the part or section or even clause of the statute that one required. We have had enough of clumsy and unintelligible Copyright Acts. Immense sums have been wasted in law proceedings merely because of the incompetent way—there is no other term for it—in which the existing Acts were drawn. And if these sums for elucidating the meaning of the Acts have been great, how incalculable has been the loss to authors because the Acts have proved defective in some of their provisions! Authors have suffered enough under crude and stupid Acts. At last we have got to something like the common sense of Copyright. Do not let us embody it in a piece of confusing patchwork such as the new Bill is.

CENSORSHIP AND LICENSING.

A YEAR has gone by, and, in spite of the Report and Recommendations of the Joint Parliamentary Committee appointed to inquire into them, the questions of Censorship and Licensing remain practically where they were. The chief points in the Recommendations of the Committee were for the institution of a Censorship, under which it should be optional to submit a play for license, and legal to perform an unlicensed play, whether it had been submitted or not; and the abolition of the present legal differentiation between the theatre and the music hall, so that each should be allowed to present whatever form of entertainment it desired. Party difficulties and the excitement of a couple of elections within twelve months possibly have hindered theatrical legislation, but the matter surely cannot remain dormant for much longer. It made a couple of fitful appearances in the House of Commons during the year—once on June 16, when Mr. Robert Harcourt asked the Home Secretary a question, to which Mr. Churchill replied that the Report was "under his consideration"; and once in the expiring days of the old Parliament in November, when Mr. Carr Gomm asked the Home Secretary if he was prepared to consider the advisability of legislation which should obviate the prosecutions for presenting stage plays in music halls. By that time, however, Mr. Churchill had apparently forgotten all about the Report, as his reply was to the effect that he had not special information on these matters; that legislation was then impracticable; and that no useful purpose would be answered by his receiving a deputation. The official mind, however, will no doubt soon be jogged out of its forgetfulness, for Mr. Robert Harcourt, whose indefatigable attentions given to the matter were largely responsible for the appointment of the Joint Committee, as a member of which he himself sat, may be trusted to bring the Report again to the front. We look forward to the year 1911 finishing with an addition to the Statutes which shall settle differences between theatrical and music hall managers, and give to dramatic authors the freedom of which they have been deprived for so long.

THE WORKING OF THE CENSORSHIP.

Public attention has been drawn to the anomalies of Censorship and Licensing in various ways during the year. A license, for instance, was denied by the Lord Chamberlain to one of Mr. Laurence Housman's plays, "Pains and Penalties." Correspondence—in which many well-known authors took part—followed in the Press, and eventually Mr. Housman openly, though unknowingly, defied the law by giving a public reading of his play. As a matter of fact, such reading could have been prohibited by the Lord Chamberlain, whose control over the representation of plays is absolute. But the reading took place, and no startling reason for suppressing the play was revealed in the process. Mr. Housman then wrote to the Lord Chamberlain asking him to reconsider his decision, and he obtained a reply to the effect that a license was refused to "Pains and Penalties" "as it dealt with a sad historical episode of comparatively recent date in the life of an unhappy lady." The "sad episode," it may be mentioned, occurred ninety years ago.

Another instance was the production at Covent Garden of "Salome." The Lord Chamberlain, who had previously refused to license the opera, eventually permitted it to be performed on conditions, one being that the head should not be represented on the charger in the famous scene. Yet in the music halls, where "Salome" dances have had their vogue and practically died out, "heads" have been as plentiful as the clothes of the dancers have been few.

STAGE PLAYS IN MUSIC HALLS—SOME PROSECUTIONS.

Prosecutions for presenting stage plays in music halls have not been absent during the year. The Coliseum Syndicate were fined for presenting a version of "Richard III." The version exceeded in many respects the limits within which, in the Concordat drawn up in 1906, between theatrical and music hall managers, the latter agreed to keep. Prosecution was forthcoming on the part of the Theatrical Managers' Association. As a result of this case a meeting of theatrical and music hall managers was held, and the Concordat was ratified by both sides. The Mac-

naghten management suffered, too, by the persistent attentions of a "common informer," who, on two occasions, instituted prosecutions, and gave as his reason that he desired to "ridicule the law"—a desire in which Mr. Macnaghten no doubt did not participate and saw no humour. In Jarrow a prosecution was instituted by the police—a rather unusual proceeding—and reference to the reports of legal cases in another part of the YEAR-BOOK will show other prosecutions.

THE LONDON COUNTY COUNCIL'S BILL.

The obsolete qualities of the existing licensing laws found another illustration in the London County Council's Bill introduced in the House of Commons on March 9 by Mr. Percy Harris. At the present time in London it is possible to obtain a license for music and dancing only once a year—at the November sitting of the Council—whereas a stage plays license may be granted at any time. The result is that if a manager desires to turn his theatre into a music hall for a temporary season he is debarred from doing so until November. The objects of the Bill were to provide the Council with power to grant music and dancing licenses at any time during the year, and to enable them to make a small charge for the licenses. The Bill also aimed at repealing, so far as London is concerned, the Public Entertainments Act, 1875, and the sections in the Disorderly Houses Act, 1751, which deal with the licensing of places of public entertainment.

SOCIETIES AND RESOLUTIONS.

During the year the Society of West End Theatre Managers turned their attention to the Report of the Joint Parliamentary Committee. They passed resolutions supporting the Lord Chamberlain in his capacity as theatre licensor, and objecting to his authority as such being transferred to the London County Council, as is suggested in the Report. The Theatres Alliance also moved in the matter and issued a report drawn up by a sub-committee and adopted in general meeting by the Alliance. While taking exception to certain recommendations in the Parliamentary Report, dealing with the endorsement and forfeiture of licenses and the limitations proposed for existing excise licenses held by theatrical managers, the Alliance showed themselves in favour of the single license. They agreed with the proposal for an optional Censorship, but suggested that the license for the play should be issued to the author.

In November the Dramatic Sub-Committee of the Authors' Society passed a resolution that the attention of the Home Secretary be drawn to the prosecutions against managers for playing stage plays in music halls, and that he be urged to give his attention to a Bill for the single license. In the same month the Council of the Actors' Association sent a letter to the Lord Chamberlain asking him to support a Bill for the single license.

THE CENSORSHIP ADVISORY BOARD.

On Friday, November 11, the Lord Chamberlain issued a list of the names of those who had consented to serve on an Advisory Board to deal with the Censorship of Plays.

The Board was constituted as follows:—President, the Earl Spencer, Lord Chamberlain (*ex officio*); members, the Right Hon. Sir Edward Carson, K.C., M.P., Sir Squire Bancroft, Sir John Hare, Professor Walter Raleigh, S. O. Buckmaster, Esq., K.C., Colonel Sir Douglas Dawson, K.C.V.O., C.M.G., Comptroller, Lord Chamberlain's Department (*ex officio*).

It was not made clear what were to be the actual duties of the members of this Advisory Board, but it is to be presumed that their services are to be requisitioned when the reader of plays recommends the refusal of a license for a particular play, when it would be competent for them to express their opinions on the advisability of such refusal. In any case, the formation of such a board can in no way qualify the authority of the Lord Chamberlain to exercise the veto on any play that came before him. Up to the time of going to press no case in which the Board had advised had been made public.

The idea of such a Board was commended in the Report of the Joint Committee, but the Committee did not consider it as satisfactory or adequate solution of the question before them. They very reasonably argued that, though at the outset such a Board might bring to its functions an unbiased mind, in the course of years the same objections that attach to an individual Censor would attach to it also.

THE REPERTORY THEATRES.

MR. CHARLES FROHMAN'S SEASON.

MR. CHARLES FROHMAN began his Repertory Theatre at the Duke of York's on February 21 with the production of "Justice," from the pen of John Galsworthy. It was continued for seventeen weeks, ending on June 17, during which he produced eight plays and revived two. The eight productions were "Justice," by John Galsworthy; "Misalliance," by G. Bernard Shaw; "Old Friends," by J. M. Barrie; "The Sentimentalists," by the late George Meredith; "The Twelve Pound Look," by J. M. Barrie; "The Madras House," by Granville Barker; "Helena's Path," by Anthony Hope and Cosmo Gordon Lennox; and "Chains," by Elizabeth Baker. "Chains," it should be noted, was not given its initial production by the Repertory Theatre. It first saw the light on April 18, 1909, at the Court at one of The Play Actors' performances, and as a result was bought by Mr. Frohman. The revivals were "Trelawny of the Wells," by A. W. Pinero, and "Prunella," by Laurence Housman and Granville Barker.

Against the numerous plays included in the prospectus issued by Mr. Frohman before he began his season this record of ten plays—three of which were one-act plays and produced as a triple bill—is a modest one. As many as eleven new plays and sixteen revivals were announced in this prospectus.

Of the ten plays which were performed, "Trelawny of the Wells" and "Chains" were the most successful. The latter, produced in May, however, had only fourteen performances to its credit when the season ended, while "Trelawny" recorded forty-two. The following is a summary of the performances of the various plays:—"Trelawny of the Wells," 42 performances; "Justice," 26 performances; "Prunella," 17 performances; "Chains," 14 performances (not including a professional *matinée* on June 7); "Misalliance," 11 performances; "The Madras House," 10 performances; triple bill made up of "Old Friends," "The Sentimentalists," and "The Twelve Pound Look," 6 performances. ("The Twelve Pound Look" was given an additional 19 performances, 17 with "Prunella," and 2 with "Helena's Path"), and "Helena's Path," 2 performances.

Among the artists who formed the company were:—Misses Lena Ashwell, Victoria Addison, Mary Barton, Nell Carter, Elizabeth Chesney, Joy Chatwyn, Fay Davis, Florence Haydon, Agnes Hill, Mary Jerrold, Miriam Lewes, Mona Limerick, Ada Marius, Dorothy Minto, Geraldine Olliffe, Edyth Olive, Marie Saker, Sybil Thorndike, Hilda Trevelyan, Irene Vanbrugh, Penelope Wheeler, and May Whitty; Messrs. Oscar Adye, Dion Boucicault, Charles Bryant, Grendon Bentley, Benedict Butler, Donald Calthrop, Charles Calvert, Leslie Carter, Lewis Casson, Harold Chapin, Dennis Eadie, Aubrey Fitzgerald, E. W. Garden, Edmund Gwenn, Hubert Harben, O. P. Heggie, Talbot Homewood, Whitford Kane, Gerald Lawrence, Frederick Lloyd, C. M. Lowne, Charles Maude, R. Ossulton-Riche, Robert Pate-man, E. Sidney, C. E. Vernon, Sydney Valentine, W. Williams, and Arthur Whitty.

The producers were Mr. Dion Boucicault, Mr. Granville Barker, and Mr. G. Bernard Shaw.

LONDON SHAKESPEARE FESTIVAL.

Sir Herbert Tree's season at His Majesty's should be included under the heading of repertory, as during the five weeks, from March 28 to April 30, during which it was held, as many as forty-one performances of eleven plays of Shakespeare were given. The plays were:—"The Merry Wives of Windsor," "Julius Caesar," "Twelfth Night," "Hamlet" (with and without scenery), "King Lear," "The Merchant of Venice," "The Taming of the Shrew," "Coriolanus," "Two Gentlemen of Verona" (in the Elizabethan style), "King Henry V.," and "King Richard II." To these must be added an act from "Macbeth," a scene from "Romeo and Juliet," and an act from "The Clandestine Marriage," given at a *matinée* on the penultimate day of the Festival. Sir Herbert Tree, who has conducted Shakespeare Festivals at His Majesty's for the last six years, had the active co-operation of most of his brother actor-managers whose names are associated with Shakespearean acting. The Committee of the London Shakespeare Festival was made up as follows:—Sir Herbert Tree (chairman), Mr. F. R. Benson, Mr. Arthur Boucher, Mr. Martin Harvey, Mr. H. B. Irving, Mr. Cyril Maude, Mr.

William Poel, Mr. Otho Stuart, Mr. Fred Terry, Mr. Herbert Trench, Mr. Lewis Waller, Mrs. Kendal, and Miss Ellen Terry.

THE ABBEY THEATRE.

The company of Irish Players from the Abbey Theatre, Dublin, had a four weeks' season at the Court, beginning on May 30, during which they presented twenty plays, eight of which were new to London. The new pieces were "Deirdre of the Sorrows" by the late J. M. Synge; "The Image," by Lady Gregory; "The Eloquent Dempsey," by William Boyle; "The Glittering Gate," by Lord Dunsany; "Harvest," by S. R. Robinson; "Thomas Muskerry," by Padraic Colum; "The Cross Roads," by S. L. Robinson; and "The Green Helmet," by W. B. Yeats. The revivals were:—"Hyacinth Halvey," "The Workhouse Ward," "Kathleen Ni Houlihan," "The Playboy of the Western World," "The Jackdaw," "Riders to the Sea," "In the Shadow of the Glen," "The King's Threshold," "The Rising of the Moon," "The Building Fund," "The Gaol Gate," and "Spreading the News."

THE SCOTTISH REPERTORY THEATRE,

which is under the direction of Mr. Alfred Wareing, during the year 1910 produced the following plays at the Royalty, Glasgow:—

"Colin in Fairyland," founded on George MacDonald's story, "The Carasoyne," by G. J. Hamlen, with music by Albert Cazabon, December 22; "Coming Home," by Mary O'Neill, January 19; "The Excelsior Dawsons," by R. Risk, February 14; "How Cottle Fell from Grace," by G. J. Hamlen, August 22; "Jean," by Donald Colquhoun, May 16; "The Last Man In," by W. B. Maxwell, March 14; "Oh! Christina!" by J. J. Bell and Laurence Theeval, founded on a story by J. J. Bell, June 6; "Our First Dinner," by Florence Lloyd, March 7; "The Truth About De Courcy," by George J. Hamlen and Alfred Wareing, March 14; "A Weaver's Shuttle," by Anthony Rowley, November 21; and "The Witch," by John Maxfield, from the Norwegian of H. Weiss Jennsen, October 10.

In addition, on February 21, the date on which Mr. Charles Frohman began his repertory season, a production—simultaneously with that at the Duke of York's—was given of John Galsworthy's "Justice." During 1911 the Scottish Repertory Theatre will play a six weeks' season at Kelly's, Liverpool, in which town a movement is on foot to secure a repertory theatre. Mr. Wareing describes the Scottish Repertory Theatre as "Glasgow's own theatre. Established to make Glasgow independent of London for its dramatic supplies, it is a citizens' theatre in the fullest sense of the term."

THE GAIETY, MANCHESTER.

A record of the work done in repertory theatres during the year would be incomplete without some reference to the enterprise Miss A. E. F. Horniman is carrying on in such a spirited manner in Manchester. Miss Horniman, who, during the past year, severed her connection with the Abbey Theatre, Dublin, movement, began her pioneer work in Manchester handicapped to an extent by the associations linked with the old Comedy Theatre, which she renamed the Gaiety. She has now brought the house into the front rank of Manchester theatres, but the Watch Committee year after year pursue the policy of granting her a restricted license only. Apparently with the Committee, no matter how a theatre may be conducted in the present age, it is how it was conducted by other lessees in other and bygone times which counts. Apart from the bad logic in this reasoning, it is very unfair to Miss Horniman, who, running the Gaiety without an excise license, has around her other theatres possessing unrestricted licenses, and therefore at a better commercial advantage.

During the year the following plays have been produced at the Gaiety, Manchester:—

"The Choice," by Alan Monkhouse, June 6; "The Cloister," by Emile Verhaesen, October 3; "A Daughter of Doyle's," by Sybil Michell, April 7; "Effie," by Basil Dean, August 29; "Gentlemen of the Press," by H. M. Richardson, September 12; "The Master of the House," by Stanley Houghton, September 25; "Miles Dixon," by Gilbert Cannan, November 21; "Mother To Be," by Basil Dean, February 7; "The Point of View," by Gertrude L. Robins, October 17; "The Purse of Gold," by J. Sackville Martin, February 28; "Red 'Ria," by Gertrude and Jack Landa, March 28; "Subsidence," by Fred E. Wynne, April 11; "The Tallyman," by Edward A. Parry, February 28; and "The Younger Generation," by Stanley Houghton, November 21.

In addition, Mr. Laurence Irving chose the Gaiety, Manchester, in which to produce his "The Unwritten Law" on August 16, and Judge Parry and Mr. Frederick Mouillot produced there "The Captain of the School" on November 14.

THE BRITISH EMPIRE SHAKESPEARE SOCIETY.

THE society was founded in 1901 by Miss Morritt, with the approval and hearty co-operation of Sir Henry Irving, who became the society's first president. The governing council of the society is as follows: President, Princess Marie Louise of Schleswig-Holstein; Vice-Presidents, Sir Herbert Tree, Mr. George Alexander, Mr. Arthur Bouchier, Mr. W. L. Courtney, Lord Howard de Walden, Mr. H. B. Irving, Mr. Alan Mackinnon, Sir Charles Mathews, Mr. Forbes Robertson, and Mr. Lewis Waller; Hon. General Directors, Miss Morritt and Mr. Acton Bond. The society works not for profit, but for the sole object of making Shakespeare a vital force of the English-speaking race—that is, not only with the cultured, but with the rank and file of the people as well. The public dramatic readings given by the society evoke great interest, the more especially as they cast from amongst the local members—except in London, where the readings are in the hands of professional casts. Membership of one centre implies membership throughout the Empire. Candidates for the final elocution competition, which takes place annually at a London theatre, with some well-known actor as judge, are only eligible to compete on their having qualified in their respective local competitions. Those desiring to become members or associates of the society should communicate with the acting general secretary, Mr. John Beamish, 81, Regency Street, London, S.W.

The following is a brief summary of the work accomplished in London in 1910:—

January 20.—Reading of "Richard III." The cast included Messrs. Acton Bond, Franklin Dyall, Halliwell Hobbes, Misses Adeline Bourne, and Nora Lancaster.

March 8.—Reading of "Romeo and Juliet." The cast included Messrs. George Alexander, Arthur Bouchier, Lewis Waller, Arthur Wontner, A. E. George, Athol Stewart; Mrs. E. H. Brooke, and Miss Evelyn d'Alroy.

April 18.—Reading of "Antony and Cleopatra." The cast included Messrs. Acton Bond, Athol Stewart, Leonard Shepherd; and Miss Granville.

June 6.—Reading of "The Winter's Tale." The cast included Messrs. William Devereux, Franklin Dyall, Acton Bond; Misses Gertrude Scott, and Frances Dillon.

June 27.—Elocution Competition. Judge, Mr. H. B. Irving.

October 17 to 22.—Six performances of "As You Like It," at the Court Theatre—being the annual general performance of the society—the various casts being composed of members drawn from all over the kingdom.

November 20.—Reading of "A Midsummer Night's Dream." The cast included Messrs. Athol Stewart, Reginald Owen, Acton Bond; the Misses Helen Haye, and Nora Lancaster.

December 5.—Reading of "A Midsummer Night's Dream." The cast included Messrs. Athol Stewart, Reginald Owen, Acton Bond; the Misses Helen Haye, and Nora Lancaster.

THE BADDELEY CAKE.

The time-honoured custom of cutting the Baddeley Cake at Drury Lane on Twelfth Night still remains in force, though the occasion is not now made the excuse for a social function, as was the case when the late Sir Augustus Harris directed the fortunes of Drury Lane. The practice was the outcome of a bequest on the part of Richard Baddeley, a comedian at the theatre, who, by his will, left the sum of £100 to the Drury Lane Fund, to be invested in Consols, in order to provide cake and punch for the members of the Drury Lane company to partake of on Twelfth Night of every year. The first recorded occasion of this having taken place was in 1796, and the custom has been continued without a break every year since. In 1910 Mr. Harry Nicholls, the Master of the Drury Lane Fund, performed the ceremony for the sixth year in succession.

ROYALTY AT THE PLAY.

KING EDWARD VII. AS A PLAYGOER.

THE LATE KING EDWARD will long be remembered by the stage as its friend. As Prince of Wales and as occupant of the Throne he did much to advance the cause of the theatre. Queen Victoria, after the death of Prince Albert in 1861, practically ceased her active interest in the stage and her visits to the theatres. She was, however, sensible to the advance of the stage, and marked her appreciation in the later years of her reign by knighting Henry Irving and Squire Bancroft. King Edward, as Prince of Wales, was a regular visitor to the theatre, and after the period of Court mourning for Queen Victoria had expired he continued his patronage of the drama. Among the actor managers and dramatists he knighted during his reign were Charles Wyndham, John Hare, Herbert Beerbohm Tree, A. W. Pinero, and W. S. Gilbert.

His first visit to a theatre when he was King was on January 30, 1902, when he visited the Lyric, where Mr. Forbes Robertson was playing "Mice and Men," and it was specially notable for the fact that it was the first occasion for forty years on which the reigning monarch had visited a theatre.

The following is a list of the theatres King Edward attended. Operatic performances at Covent Garden, at which he was a regular visitor, are not included:—

1902.

- Jan. 30.—Lyric. "Mice and Men."
 " 31.—Daly's. "A Country Girl."
 Feb. 1.—Lyceum. "Sherlock Holmes."
 " 2.—Afternoon concert at Queen's Hall (commemorating the funeral of Queen Victoria).
 " 3.—Apollo. "Kitty Grey."
 " 7.—Imperial. "Mademoiselle Mars."
 " 14.—Adelphi. "Arizona."
 Mar. 15.—Her Majesty's. "Ulysses."
 April 14.—Drury Lane. "Ben Hur."
 May 6.—Lyceum. "Faust."

COMMAND PERFORMANCES.

- Jan. 11.—"A Cigarette Maker's Romance," by Mr. Martin Harvey and company, at Sandringham.
 Nov. 14.—"Waterloo," by Sir Henry Irving and company, and "Dr. Johnson," by Mr. Arthur Bourchier and company, at Sandringham.
 " 21.—"Quality Street," by Mr. Seymour Hicks, Miss Ellaline Terriss, and company, at Windsor.

1903.

- Jan. 12.—Haymarket. "The Unforeseen."
 June 8.—His Majesty's. "Flodden Field."
 Sept. 5.—St. James's. "The Cardinal."
 Dec. 12.—Criterion. "Billy's Little Love Affair."
 " 16.—Garrick. "The Cricket on the Hearth."
 " 17.—"Prince of Wales's," "The School Girl."

1903—Continued.

COMMAND PERFORMANCES.

- Nov. 13.—"A Marriage of Convenience," by Mr. Lewis Waller and company, at Sandringham.
 " 19.—"David Garrick," by Sir Charles Wyndham and company, at Windsor Castle.

1904.

- Feb. 6.—Criterion. "The Duke of Killcrankie."
 " 15.—Haymarket. "Joseph Entangled."
 " 18.—Garrick. "The Arm of the Law."
 April 21.—Prince of Wales's. "La Poupée."
 " 23.—Daly's. "The Cingalee."
 May 12.—St. James's. "Saturday to Monday."
 June 20.—His Majesty's. "La Sorcière."
 July 5.—His Majesty's. Mme. Réjane's Season.
 Sept. 3.—Garrick. "The Chevalier."
 Oct. 22.—Vaudeville. "The Catch of the Season."

1905.

- Feb. 11.—Prince of Wales's. "Lady Madcap."
 " 13.—Duke of York's. "Peter Pan."
 Mar. 1.—St. James's. "Mollentrave on Women."
 " 6.—New. "The Scarlet Pimpernel."
 " 11.—Court. "John Bull's Other Island."
 April 1.—Haymarket. "Everybody's Secret."

1905—Continued.

- April 4.—Wyndham's. "Mr. Hopkinson."
 May 8.—Lyric. "Her Own Way."
 June 10.—Terry's. "Notre Jeunesse."
 .. 15.—His Majesty's. "Business is Business."
 July 22.—Daly's. "The Little Michus."
 Sept. 9.—Haymarket. "On the Love Path."
 Oct. 16.—Drury Lane. "The Prodigal Son."
 .. 17.—Comedy. "On the Quiet."
 .. 18.—Criterion. "The White Chrysanthemum."
 .. 20.—His Majesty's. "Oliver Twist."
 Dec. 19.—New. "Captain Drew on Leave."
 .. 20.—Waldorf. "Lights Out."

COMMAND PERFORMANCES.

- Nov. 9.—"A Privy Council," by the Haymarket company, and "Carrots," by Mr. Forbes Robertson and company, at Sandringham.
 16.—"The Merchant of Venice" and "A Marriage Has Been Arranged," by Mr. Arthur Bourchier and company, at Windsor Castle.
 .. 18.—"The Widow Woos" and "Pantaloon," at Windsor Castle.
 Dec. 1.—"Pantaloon," and also by Mlle. Genée and the Follies, at Sandringham.

1906.

- Jan. 11.—Royalty. "Decoré."
 Oct. 22.—Drury Lane. "The Bondman."
 .. 30.—Daly's. "The Merveilleuses."
 .. 31.—Wyndham's. "Peter's Mother."

COMMAND PERFORMANCE.

- Nov. 16.—"Robin Hood," by Mr. Lewis Waller and company, at Windsor.

1907.

- Jan. 30.—Royalty. "Le Voyage de M. Perrichon."
 Feb. 11.—Royalty. "Education de Prince."
 .. 12.—Apollo. "The Stronger Sex."
 .. 19.—Wyndham's. "When Knights Were Bold."
 .. 21.—Royalty. "Le Maître de Forges."
 .. 25.—Royalty. "Les Affaires sont les Affaires."
 .. 27.—Royalty. "L'Age Difficile."
 June 14.—Daly's. "The Merry Widow."
 .. 26.—Adelphi. "The Corsican Brothers."
 July 18.—Vaudeville. "Mrs. Ponderbury's Past."
 .. 23.—Haymarket. "My Wife."
 Oct. 28.—Savoy. "The Devil's Disciple."
 Nov. 23.—Kingsway. "Irene Wycheley."
 Dec. 20.—Court. "Lady Frederick."

1907—Continued.

COMMAND PERFORMANCES.

- Nov. 9.—The dressing-room scene from "The Clandestine Marriage," "French as He is Spoke," by Mr. Cyril Maude and company, and "A Quiet Rubber," by Sir John, then Mr. Hare, at Sandringham.
 .. 14.—"A Pair of Spectacles," by Sir John Hare and company at Windsor.
 .. 16.—"Still Waters Run Deep," by Sir Charles Wyndham and company, at Windsor.

1908.

- Feb. 18.—Lyric. "A White Man."
 .. 21.—Shaftesbury. "Malia" (Sicilian Players).
 .. 24.—Kingsway. "Diana of Dobson's."
 .. 25.—Vaudeville. "Dear Old Charlie."
 .. 29.—His Majesty's. "The Belovéd Vagabond."
 Mar. 3.—Comedy. "Lady Barbarity."
 May 11.—Shaftesbury. "La Robe Rouge."
 .. 16.—Vaudeville. "Jack Straw."
 .. 13.—Shaftesbury. "La Loi de l'Homme."
 .. 18.—Shaftesbury. "Le Caprice."
 June 25.—Playhouse. "The Flag Lieutenant."
 July 16.—Comedy. "Mrs. Dot."
 Sept. 5.—St. James's. "The Passing of the Third Floor Back."
 Oct. 12.—Duke of York's. "What Every Woman Knows."
 .. 26.—Drury Lane. "Marriages of Mayfair."

COMMAND PERFORMANCES.

- Nov. 13.—"The Flag Lieutenant," by Mr. Cyril Maude and company, at Sandringham.
 .. 18.—"The Corsican Brothers," by Mr. Martin Harvey and company, at Windsor.
 .. 20.—"The Duke's Motto," by Mr. Lewis Waller and company, at Windsor.
 Dec. 4.—"The Builder of Bridges," by Mr. George Alexander and company, at Sandringham.

1909.

- Mar. 1.—Wyndham's. "An Englishman's Home."
 .. 2.—His Majesty's. "The Dancing Girl."
 .. 4.—New. "Henry of Navarre."
 May 10.—Kingsway. "The Earth."
 .. 27.—Criterion. "Mr. Preedy and the Countess."
 June 3.—Shaftesbury. "The Arcadians."
 .. 4.—Garrick. "The Woman in the Case."
 .. 5.—Adelphi. "L'Assommoir."
 July 8.—His Majesty's. "The Wreckers."
 .. 9.—Globe. "His Borrowed Plumes."

1909—Continued.

- Aug. 9.—Wyndham's. "The Best People."
- Sept. 4.—Duke of York's. "Arsène Lupin."
- Oct. 28.—Drury Lane. "The Whip."
- Nov. 4.—Drury Lane. "The Whip."

In addition, on January 18 he visited the Empire, and on July 12 the Alhambra.

COMMAND PERFORMANCES.

- Nov. 17.—"Trilby," by Sir Herbert Beerbohm Tree and company, at Windsor.
- .. 19.—"The Lyon's Mail," by Mr. H. B. Irving and company, at Windsor.
- Dec. 3.—"The Little Damsel," by Mr. Charles Hawtrey and company, at Windsor."

1910.

- Feb. 2.—Daly's. "The Dollar Princess."

1910—Continued.

- Feb. 3.—Queen's. "Dr. Jekyll and Mr. Hyde."
- .. 5.—Kingsway. "Don."
- .. 11.—Alhambra, Brighton. "The Marriage of Kitty."
- .. 14.—Adelphi. "The House of Temperley."
- .. 16.—His Majesty's. "The O'Flynn."
- .. 17.—St. James's. "The Importance of Being Earnest."
- .. 21.—Gaiety. "Our Miss Gibbs."
- .. 24.—Playhouse. "Tantalizing Tommy."
- Mar. 1.—Globe. "The Tenth Man"
- .. 3.—Garrick. "Dame Nature."
- April 29.—Comedy. "Alias Jimmy Valentine."

His visit to the Alhambra, Brighton, on February 11 marked the first occasion on which King Edward had attended a provincial theatre.

THE KING AND QUEEN.

The following is a record of the theatres visited by the King and Queen during 1910 prior to their accession to the throne:—

- Feb. 4.—Queen's. "Dr. Jekyll and Mr. Hyde."
- .. 7.—Garrick. "Dame Nature."
- .. 8.—Kingsway. "Don."
- .. 12.—Globe. "Arsène Lupin."
- .. 14.—Comedy. "Smith."
- .. 19.—His Majesty's. "The O'Flynn."
- .. 24.—St. James's. "The Importance of Being Earnest."
- Mar. 12.—Playhouse. "Tantalizing Tommy."

- April 6.—The Empire.
- .. 14.—Prince of Wales's. "The Balkan Princess."
- .. 29.—His Majesty's. "The Merchant of Venice."

The King was accompanied by Prince Edward on the last two occasions, the Queen did not visit "The Balkan Princess," and the visit to the Empire was made by the King alone.

QUEEN ALEXANDRA.

Queen Alexandra during 1910 visited the following theatres:—

- Feb. 12.—Haymarket. "The Blue Bird."
- .. 22.—Covent Garden. "A Village Romeo and Juliet."
- Mar. 12.—Covent Garden. "Electra."

- Mar. 15.—Playhouse. "The Toymaker of Nuremberg" (matinée).
- .. 15.—Lyceum. "The Fighting Chance."

THE LICENSING OF AGENTS.

ONE of the most satisfactory achievements of the year 1910 has been the control which the London County Council have obtained over agents. It is a step in the right direction; but it is not enough, as it concerns only those agents practising within the County of London. The great proportion of agents are within this district; but many agencies are to be found just across the borders in Middlesex and in such towns of theatrical importance as Manchester and Liverpool, and these remain entirely unaffected. We look forward to the time when agents throughout the country shall be amenable to local control. Opposition to licensing in the past has always come from the agents themselves, who would seem to have thought there was something derogatory in being licensed. But they have the example before them of theatrical managers, who have to apply for a license annually, and, in addition, have to enter into a bond with two sureties. In these circumstances respectable agents should welcome licensing as a means whereby their calling may be rid of the undesirables, who, under the cloak of agency, have been guilty of all sorts of malpractices.

A SHORT HISTORY OF THE MOVEMENT.

The London County Council, in their General Powers Act, 1910, under which they are authorised to license agents, have obtained the powers which experience has proved to them to be necessary. The question of controlling theatrical and variety agents is one with which the London County Council have dabbled before. When, in 1905, they attempted to make it compulsory for agents to be registered by them considerable opposition was offered by the theatrical and music hall agents, and to meet these objections a proviso was inserted, which, when the proposals became law in the London County Council (General Powers) Act, 1905, had the effect of exempting all theatrical and music hall agencies from registration, unless they received preliminary fees. How absurdly ineffective this proviso made the Act, so far as theatrical and variety agents were concerned, may be judged from the fact that three years later, when a table of registered agents generally was drawn up, the list contained the name of only one practising in connection with theatres and music halls. It was not until the early part of 1909 that the Council began to move in the matter again. Possibly the war which, in the latter part of 1908, the Variety Artists' Federation carried on against the agents, hastened their action. In any event, a Public Control Committee sat and collected evidence, and in May, 1909, presented a report to the Council. The Committee reported that during the preceding three years various representations had been made to the Council by numerous societies and others by means of deputations, petitions, or resolutions, urging that steps should be taken by the Council to secure an amendment of the law in several respects, so as more effectually to obviate fraud and to prevent immorality. These societies included the National Vigilance Association, the Actors' Association, the Actors' Union (now dead), the Society of West End Theatre Managers, and the Variety Artists' Federation, and various other societies. Almost without exception these societies expressed themselves as being strongly in favour of action being taken with a view to the licensing (instead of registration) of agencies both for male and female employment, and the only objections to any amendment of the existing law were by the Variety Agents' Association. In connection with the question of the employment of English girls abroad, the Committee reported that they had also had the advantage of the assistance and advice of one of the chief constables of the metropolitan police.

At this meeting Mr. George Alexander spoke on the subject, strongly supporting the recommendations.

The Council adopted the report, and the Committee proceeded with the matter. The Secretary of State was approached, but he intimated that, owing to the state of public business, he could not then deal with it, and it was not until the early part of 1910 that the licensing of agents, incorporated in a General Powers Bill, came before Parliament. The Bill was presented by the Honourable Walter Guinness, Mr. H. P. Harris, Viscount Duncannon, Sir Edwin Cornwall, and Mr. Raymond Greene. Some amendments were made in committee, and the Bill was eventually passed as amended on August 3, and came into force on January 1, 1911.

SUMMARY OF THE ACT.

The Act makes it illegal for any person to carry on an employment agency without a license.

Application has to be made for a license, or the renewal of a license, in writing to the licensing authority, under the applicant's own name. In such application must be stated the trade name under which is carried on, or it is proposed to carry on the agency, the nature of such agency, the address at which it is carried on, or it is proposed to carry it on, and whether, and, if so, to what extent, the applicant is interested in any other employment agency.

The licensing authority may refuse to grant or renew a license to any person under the age of twenty-one years, or upon the ground that the applicant is an unsuitable person to hold such license, or that the premises on which it is proposed to carry on the employment agency are unsuitable for the purpose, or that an employment agency has been, or is being, improperly conducted by the applicant. The licensing authority, however, cannot refuse to renew a license unless they have given the person applying for such renewal not less than seven days previous notice in writing that objections have been, or will be taken to such renewal, and unless, on written application made within three days after the receipt of such notice, they have afforded to the applicant an opportunity of being heard against such refusal.

In the event of a refusal to grant or renew a license the applicant is entitled to obtain from the licensing authority particulars in writing of the grounds upon which the grant or renewal is refused. On a license being refused, it is open to the applicant to appeal to a metropolitan police magistrate. Such appeal must be made within fourteen days of the refusal, and four clear days' notice of the appeal must be sent to the licensing authority. From the decision of the magistrate the applicant may, if he desires, appeal to quarter sessions.

The licensing authority are entitled to make by-laws requiring the holders of licenses to keep either books, cards, or forms (at the option of the agent), showing the business conducted; for prescribing entries to be made in connection with such business; for the prevention of fraud and immorality in the conduct of employment agencies; and for regulating any premises used for the purposes of or in connection with the business of such agencies. At the time the YEAR-BOOK went to press the London County Council had not issued any by-laws under the Act. Such by-laws, before they become valid, have to be confirmed by the Secretary of State. The Act requires that every person holding a license shall keep exhibited in a suitable place (to be approved of by the licensing authority) a copy of the by-laws made under the Act.

Powers of entry and inspection are given that permit any officer duly authorised by the licensing authority, at any reasonable time, to enter the premises specified in any license and any premises used for the purposes of or in connection with the business of an employment agency and to inspect the premises and the entries in the books.

PENALTIES.

The section dealing with penalties reads:—

Every person who, after the commencement of this Part of this Act—

- (1) Carries on an employment agency without a license under this Part of this Act or otherwise than in accordance with the terms and conditions of such license, or obtains a license or the renewal of a license by wilful misrepresentation, or by wilfully omitting to give such particulars as are required by this Part of this Act to be given; or
 - (2) Refuses to permit any duly authorised officer of the licensing authority to enter or inspect any such premises as are referred to in the section of this Act of which the marginal note is "Powers of entry and inspection," or the entries required to be made in the books, cards, or forms kept in connexion with the employment agency carried on therein or obstructs any such officer in the execution of this Part of this Act; or
 - (3) Acts in contravention of any by-law made under this Part of this Act or of any of the provisions of this Part of this Act for the contravention of which no penalty is by this section specifically provided
- shall be liable on summary conviction in respect of any offence under paragraph (1) of this section to a penalty not exceeding fifty pounds and to a daily penalty not exceeding twenty pounds and in respect of an offence under paragraph (2)

or paragraph (3) of this section to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings and in respect of any conviction for an offence under this Part of this Act the court may (in lieu of or in addition to imposing a penalty) make an order revoking the license (if any).

If any person feels aggrieved by any order under this section he may appeal therefrom to the next practicable court of quarter sessions.

Provided that no person who shall have appealed to a magistrate or to a court of quarter sessions in accordance with the provisions of this Part of this Act against a refusal by the licensing authority to grant a license to any person making application under sub-section (2) of the section of this Act of which the marginal note is "Applications for licenses" or to renew a license or against any revocation under this section of a license shall be liable to any proceedings under this section for the offence of carrying on an employment agency without a license under this Part of this Act until such appeal shall have been heard and determined or shall have been abandoned.

26. Where any company registered under the Companies Acts 1862 to 1907 or under the Companies (Consolidation) Act 1908 or any Act amending the same commits any offence for which a penalty is provided by this Part of this Act the licensing authority may take proceedings in respect of such offence against all or any of the directors and managers of such company as well as or instead of against the company and each such director and manager shall be liable on conviction to the like penalty as if he or they were the person or persons committing the offence.

LONDON COUNTY COUNCIL REGULATIONS.

The following regulations have been made by the London County Council as to the methods of applying for, objecting to, and hearing applications for licenses :—

(a) APPLICATIONS GENERALLY.

(1) All applications for the grant or renewal of licenses in respect of employment agencies in the County of London (exclusive of the City of London) are heard and dealt with by the Public Control Committee sitting as the licensing authority* on behalf of the London County Council, in pursuance of the following paragraph of their order of reference from the Council—viz., The Committee shall . . . exercise the powers of the Council under Part V. of the London County Council (General Powers) Act, 1910 (Employment Agencies).

(2) A special meeting of the Licensing Committee for hearing and dealing with applications for the grant or renewal of employment agency licenses, shall be held annually on or about the last Friday in October at the County Hall, Spring Gardens, at 10 o'clock a.m., and upon the following day, if necessary, but licenses may be granted at any other meeting of the Committee.

(3) Every person intending to apply for the grant or renewal of an employment agency license shall, at least twenty-one clear days before the holding of any meeting of the Licensing Committee, make application to the clerk of the London County Council, on the form and in the manner approved by the Council.

(4) A person applying for a license shall, upon making such application, affix and maintain until the application has been dealt with, upon the principal outer door or other conspicuous part of the premises at which he proposes to carry on the employment agency, a notice in the form prescribed by the Council as to such application having been made, and as to the date upon which the application will be considered.

(5) The undermentioned fees shall be paid in respect of—

(a) The grant of a license to carry on an agency bona-fide carried on by the applicant within the county continuously for five years before January 1, 1911, £1 1s.

(b) The grant of a license for an agency not being such an agency aforesaid, £2 2s.

(c) The renewal of a license, £1 1s.

(6) No application for the grant or renewal of any such license shall be heard unless such fee shall have been received by the Council.

* The words "licensing authority" mean, as respects the county (exclusive of the City of London), the London County Council; and as respects the City of London, the Corporation. We were informed by the Town Clerk at the Guildhall at the time the Year Book went to press that there were no theatrical or variety agents practising within the City.—EDITOR "THE STAGE" YEAR BOOK.

(7) Notice shall be given by the clerk of the Council to each holder of a license for an employment agency of the date and hour of the holding of the annual meeting of the Licensing Committee.

(8) If a person who has made application for the grant or renewal of a license vacate the premises in respect of which the license is sought, or die, before the application is heard, the new tenant, or the legal representative of the deceased person, or the person in legal possession of the premises, may be heard in place of the original applicant.

(9) All licenses are granted or renewed subject to the by-laws, regulations, or conditions of the Council, as now in force, or as they may be made or varied from time to time.

(b) MODE OF MAKING OBJECTIONS TO THE GRANTING OF LICENSES.

(10) Objections to the grant or renewal of licenses shall be made by notice in writing to the Council at least ten days before the day appointed for hearing the application, and such notice shall state the ground of objection. The clerk of the Council shall give to the person applying for the renewal of a license not less than seven days' previous notice in writing that objections have been taken to such renewal.

(11) Notwithstanding that such notice of objection has not been given, the Licensing Committee may, if they think it just to do so, adjourn the question of granting or renewing any license to a future day, and may require the attendance of the applicant on such day when the case shall be heard and the objection considered, as if the said notice had been duly given.

(c) PROCEDURE TO BE OBSERVED AT THE HEARING OF APPLICATIONS.

(12) The annual meeting of the Licensing Committee shall be open to the public, but the Committee may conduct their deliberations and consider the evidence in private.

(13) The order of business at any licensing meeting shall be as follows :—

(a) The clerk of the Council shall submit a complete list of applications for the grant or renewal of licenses for employment agencies in the County of London (exclusive of the City of London), and such list shall indicate the premises in respect of which the applications are made; the persons making the applications; the cases where the fee for a license has not been paid; the cases where objections have been made; and other cases which for any reason it is necessary the Committee should specially consider.

(b) Any necessary information shall then be reported to the Committee.

(c) The chairman shall then put the question as to granting the licenses in all cases where these regulations have been complied with and to which there are no objections.

(d) The remaining cases shall then be taken in the order of the metropolitan boroughs in which the premises are situated; such boroughs to be arranged in the list alphabetically.

(e) On reaching each metropolitan borough in the list, the cases shall be taken *seriatim* in the order in which they appear in the list.

(14) In cases in which notice of objection has been duly given, applicants for the grant or renewal of licenses shall attend in person at the meeting, unless a reason satisfactory to the Committee be assigned for their absence. In other cases the attendance of the applicants shall be dispensed with, unless a special notice requiring attendance shall have been given by the clerk of the Council.

(15) Every applicant for the grant or renewal of a license, and every person objecting thereto, who shall have given the notice required by these regulations, may be heard, either personally, or by counsel, or by solicitor, and shall be entitled to call witnesses.

(16) The order of hearing cases in which notice of objection has been given shall be as follows :—

(a) On the case being called, each person who has given notice of objection may be heard in person, or by counsel, or by solicitor; and after the grounds of objection have been stated, witnesses may be called in support thereof.

(b) The applicant, or his counsel, or his solicitor, may then call witnesses, and may be heard in reply.

(17) The order of hearing in other cases specially considered shall be as follows :—

(a) The requisite information shall be reported to the Committee, and, when necessary, witnesses shall be called and examined.

(b) The applicant, or his counsel, or his solicitor, may then call witnesses, and may be heard.

(18) At any time after the reply has been finished, the Chairman may declare that the hearing of the case is closed, and upon such declaration being made the Committee shall deliberate upon it at once.

AGENTS.

AN ALPHABETICAL LIST OF THEATRICAL, VARIETY, AND CONCERT AGENTS TO WHOM THE LONDON COUNTY COUNCIL HAD GRANTED LICENCES, UNDER PART V. OF THE LONDON COUNTY COUNCIL (GENERAL POWERS ACT, 1910), UP TO THE END OF THE YEAR 1910.

TRADE NAME.	APPLICANT.	PREMISES.	NATURE OF AGENCY.
ADAMS'S AGENCY.....	Edith Maud Tulley	Broadmead House, Panton Street, S.W.	Dramatic and Variety.
THE ALBERMABLE SYNDICATE..	Edward Willis	157, Strand, W. C.....	Variety.
THE ALBION CONCERT BUREAU.....	Henry Greville Hill....	52, New Bond Street, W.	Musical & Operatic
ALEXANDRA SCHOOL OF DANCING	Ethel Earnestine Payne	1, Mecklenburgh St., N.W.	Dancers.
H. ALTMAN AND CO.	Hans Altman and Robert Cecil Jenkins.	24, Cranbourn Street, W.C.	Variety & Dramatic
THE A.M.U. BUREAU	J. B. Williams	9, Great Newport St., W.C.	Concert, etc.
ANGER AND BAUER.....	Paul Anger and Gustave Bauer.	132, Charing Cross Road, W.C.	Variety.
ASHBURN'S AGENCY	John Ashburn	295, Kennington Rd., S.E.	Variety & Dramatic
ASHLEY, BEALE, AND CO.....	William Alfred Beale..	Walcott Cottage, Kennington Road.	Variety, Concert, and Pantomime.
ASHTON AND MITCHELL, LTD..	Ashton & Mitchell, Ltd.	33, Old Bond Street, W..	Entertainment.
ASHTON'S ROYAL AGENCY.....	Ashton & Mitchell, Ltd.	87, Charing Cross Rd., W.C.	Variety.
ALFRED AUCLAND.....	Alfred Auckland Chapman.	12-13, Henrietta St., W.C.	Theatrical.
GEORGE BARCLAY'S AGENCY ..	George Barclay (the licensee's name is stated to be Shea).	221, Brixton Hill, S.W.	
BARNARD, EDEN AND VANE'S DRAMATIC AGENCY.	Dan Barnard, Sidney Barnard, Frank Eden and Vane Sutton Vane.	Elephant and Castle Theatre.	Dramatic.
BAWN'S AGENCY	Henry Bawn	18, Adam Street, W.C....	Theatrical, etc.
BELLEW AND STOCK	Alfred Henry Joseph Bellaw and Ernest Cecil Stock.	35, St. Martin's Street, W.C.	Theatrical.
WALTER BENTLEY'S AGENCY..	Ralph Carvalho	168, Brixton Road, S.W.	Variety.
H. BERNHARDT'S PHILHARMONIC CONCERT DIRECTION.	Herbert Bernhardt ..	101, Regent Street, W. .	Musical, Dramatic and Vaudeville.
ARTHUR BERTRAM	Arthur Bertram Wilson	8, Rupert Court, Wardour Street, W.C.	Theatrical.
CHARLES S. BINGLEY	Charles Sevestre Bingley.	185, Albion Road, Stoke Newington.	Theatrical, Concert and Variety.
BLACKMORE'S DRAMATIC AGENCY	Herbert Blackmore and Lionel Wallace Saunders.	11, Garrick Street, W.C.	Theatrical.
DAVID BLISS	David Gabriel Bliss ..	110, St. Martin's Lane, W.C.	Music Hall.
W. E. BOYCOTT CONCERT DIRECTION, LTD.	W. E. Boycott	24A, Great Portland St., W.	Concert Direction and Musical.
RICHARD BRANDON AND CO....	Richard Brandon (the licensee's name is said to be David Moses Brandon Bravo).	15, Challoner Mansions, W. Kensington.	Theatrical.
BROOKS'S AGENCY	George Henry Brooks	36, Shaftesbury Avenue, W.	Variety, etc.
JOE BROWN AND CO.....	Joseph Isaac Sawyer ..	58, Chicksand St., Stepney	Dramatic and Music Hall.
PAPA BROWN AGENCY	Edwin Brown	14, Hilda Road, Brixton..	Musical & Dramatic
HARRY BURNS	Harry Burns	418, Strand, W.C.....	Theatrical.
CADLE'S AGENCY.....	Ernest Cadle	105 and 106, Strand, W.C.	Theatrical, Variety etc.
RICHARD CASS	Richard Cass	9, Mundania Road, Peckham Rye, S.E.	Variety & Dramatic
CAVILL AND COMPANY	Thomas Cavill Vince ..	1, Pratt Street, Lambeth Road, S.E.	Theatrical and Variety.
CAZMAN'S AGENCY	Henri Cazman	138, Denmark Hill, S.E.	Variety.

AGENTS.—Continued.

TRADE NAME.	APPLICANT.	PREMISES.	NATURE OF AGENCY.
CHAPPELL AND CO., LTD.....	E. Goodman	50, New Bond St., W., and 12, George St., Hanover Square, W.	Concert, Theatrical and Musical.
TOM CLAXTON AND SON	Thomas Claxton Gregory	6, Gordon Mansions, Frances Street, W.C.	Variety.
JOE COLLINS.....	Joseph Collins	8, Hart St., Bloomsbury..	Theatrical, Con- cert, and Variety.
CONCERT DIRECTION	Ernest Watt Gilchrist..	19, Milner St., Cadogan Sq.	Musical.
CONCERT DIRECTION DANIEL MAYER	Daniel Mayer.....	Chatham House, George Street, W.	Concert, etc.
CONCERT DIRECTION E. A. MITCHELL	Edward Algernon Mitchell	18 and 19, Piccadilly Mansions, W.	Musical & Concert.
CONCERT DIRECTION E. L. ROBINSON	Arthur Henry Robinson Smith and Ethel Laura Robinson Smith.	7, Wigmore Street, W....	Concert Direction and Musical.
COOKE FRANKISH.....	Samuel Cooke Frankish	89, Boundaries Road, Balham.	Dramatic & Variety
W. COOPER-LISSENDEN	Walter Cooper-Lissen- den.	34, Stockwell Park Road, S.W.	Musical, Thea- trical, & Variety.
FRED DARRELL AND CO.	William Pillar Martin	415, Strand, W.C.....	Theatrical.
DAVIES AND ADAMS	Joseph Davies and Albert Adams.	12, Duke Street, St. James's, S.W.	Theatrical, Variety and Concert.
ARTHUR DAY'S AGENCY	Arthur Day.....	28, Hayter Road, Brixton, S.W.	Musical, Dramatic, and Variety.
NAT DAY'S AGENCY.....	Nathaniel Deitchman..	5, Denmark Street, Char- ing Cross Road.	Musical & Variety.
DAY'S VARIETY AGENCY	Harry Day	Effingham House, Arundel Street, W.C.	Dramatic & Variety
CHARLES ST. JOHN DENTON ..	Chas. St. John Denton	56, Whitcomb Street, Leicester Sq., W.C.	Theatrical.
FRED DURHAM'S AGENCY.....	Frederick Durham and Frederick John Cob- bett.	1A, Loughborough Road, S.W.	Musical, Dramatic, and Variety.
ERNEST EDELSTEN'S AGENCY	Ernest Edelsten	17, Green St., Leicester Sq.	Variety, etc.
WILLIE EDELSTEN'S AGENCY..	Willie Edelsten	209, Brixton Road, S.W...	Variety.
EGBERT'S AGENCY	George Egbert Sealy and William McCorm- mack (Frank Seeley)	17, Shaftesbury Avenue, W.	Dramatic & Variety
ELAINE AND Co.'s AGENCY ...	Mary Barton	22, Harleyford Road, Vauxhall.	Theatrical and Variety.
ENTERTAINMENT SUPPLY BUREAU	William Trussell	Oakley House, Blooms- bury Street, W.C.	Theatrical, etc.
FORTUNE AND GRANVILLE ...	James Muriel Fortune and Edward Henry Granville.	91, St. Martin's Lane, W.C.	Variety.
FOSTER'S AGENCY, LTD.....	George Foster	8, New Coventry St., W...	Theatrical, etc.
GENERAL ATTRACTIONS BUREAU AND J. ROWLAND SALES'S AGENCY	John Rowland Sales ..	16, King William Street, W.C.	Theatrical and Variety.
THE GLOBE AGENCY.....	George Philip Moore and Samuel N. Spira.	50, Rupert Street, W....	Theatrical and Variety
GLOBE AGENCY	Alfred Demarist Starr..	199, Piccadilly, W.	Variety.
JACK GOODSON'S AGENCY	Jack Goodson	44, Cranbourn Street, W.	Variety.
GRABAM AND CO.	Bob Graham and Charles Coventry.	15A, Electric Avenue, Brixton.	Variety.
JULES GUISE	Jules Guise.....	25, Bonham Rd., Brixton	Variety, Circus, and Concert.
NATHAN P. HAIMSOHN	Nathan P. Haimsohn ..	8, Stafford Street, Old Bond Street.	Dramatic and Variety
JOHN HALPIN AND STEWART..	Arthur Martyn (the secretary's name is said to be Arthur Cretchley).	92, Victoria Street, S.W.	Variety, etc.
ARTHUR HART.....	Arthur Hart and James Dennis Hart.	22, Wellington Street, Strand.	Theatrical, etc.
DAVID HART'S AGENCY.....	David Hart.....	263, Brixton Road, S.W...	Variety and Theatrical.
HARRY S. HART'S AGENCY....	Harry Samuel Hart....	58, New Bond Street	Variety.
SAMUEL HART	Samuel Hart	24, Endymion Rd., Brixton	Music Hall.
HAYMARKET BUREAU (CHAS. STEWART)	Charles Edward Sher- son.	14, Whitcomb Street, W.	Theatrical and Literary.
ALFRED HAY'S CONCERT DIRECTION	Alfred Cordeux Hays and Herbert Bos- worth Hays.	26, Old Bond Street, W	Concert and Variety.

AGENTS.—Continued.

TRADE NAME.	APPLICANT.	PREMISES.	NATURE OF AGENCY.
C. HENDERSON.....	Charles Henderson ...	40, Clovelly Mansions,	Variety and
HENRY AND KINGSLEY.....	Edwin Henry and Conrad Kingsley	Gray's Inn Road 12, Henrietta St., W.C. ...	Dramatic Theatrical, etc.
HENSCHEL'S AGENCY.....	John Haley Henschel.	10, Duke Street, Adelphi	Variety.
FRED HIGHAM.....	John Fredk. Higham ..	9, York Road, Lambeth.	Variety.
KARL F. HOOPER	Karl Frederick Gruhler	132, Charing Cross Road, W.C.	Variety, Concert, etc.
HUR'S AGENCY.....	Jack Merloo	3 St. Peter's Rd., Stepney	Dramatic and Variety.
HARRY HUTCHINGS.....	Henry James Hutchings	53, Thurlow St., Walworth	Variety.
SYDNEY M. HYMAN, LTD.	Sydney M. Hyman, Ltd.	29, Leicester Sq., W.C. ...	Theatrical, etc.
IBBS AND TILLET	R. Leigh Ibbs and J. Hudson Tillett.	19, Hanover Square, W...	Musical and Concert.
THE INTERNATIONAL AGENCY..	Maurice de Frece.....	1, Imperial Mansions, Charing Cross Rd., W.C.	Dramatic and Variety.
INTERNATIONAL AGENCY	Adolf Isenthal	27, Holmewood Rd., Brix- ton Hill.	Variety.
J. W. JOHNSON	John William Johnson	64, Waterloo Road, S.E. ...	Variety.
KENILWORTH CONCERT AGENCY	Sydney James	11, Nassau Street, W. ...	Concert.
LEADER AND CO.....	Edward Watson Hem- ingway.	14, Royal Arcade, Old Bond Street.	Theatrical, etc.
LITTLE'S AGENCY	Fred J. Little (the licensee's name is stated to be "Stow.")	4, Arthur Street, W.	Dramatic & Variety.
LOTTO'S VARIETY AGENCY	Alfred Eggington	10, Greek Street, W.	Variety.
LYNN AND HARDING	J. Wellesley Lynn and Winifred Rowe.	Savoy House, Savoy St., W.C.	Dramatic & Variety.
MCDOWELL'S AGENCY	Archie Stewart McDowell.	57, Ashburnham Grove, Greenwich.	Variety.
MACLEAN'S AGENCY'	Allan Fitzroy Maclean	110, St. Martin's Lane, W.C.	Theatrical, etc.
MAITLAND AND WEST	Charles West and Monte Maitland.	453, Strand.....	Theatrical.
MAPLESON AND Co., LTD.....	Col. Hy. Mapleson	47, Charing Cross Rd., W.C.	Opera & Concert.
H. B. MARINELLI, LTD.	H. B. Marinelli, Ltd. ...	18, Charing Cross Rd., W.C.	Theatrical and Variety.
HARTLEY MILBURN	James Hartley Milburn	22, Leicester Square, W.C.	Theatrical.
WILLIAM MORRIS, JUN.	Bert F. Howell	29A, Charing Cross Road, W.C.	Theatrical, etc.
MUSICAL AND DRAMATIC AGENCY.	George Manning	Britannia Theatre, Hoxton.	Musical and Dramatic.
NAPOLI AND Co.	Felice Napoli and David Cohen.	35, Waterloo Road, S.E. ...	Variety.
NEIMAN AND BENN.....	Frederick Neiman and Wm. Benn. (Mr. Nei- man has died since the granting of the license.)	108, Strand, W.C.	Variety.
ROBERT NEWMAN.....	Robert Newman	320, Regent Street, W. ...	Musical.
PHILIP NOLAN STAGE TRAINING SCHOOL AND AGENCY	Philip Nolan	Whitcomb Court, Whit- comb Street, W.	Theatrical.
WILL OLIVER'S AGENCY	Will Oliver	28, Trent Road, Brixton Hill, S.W.	Dramatic and Variety.
OPERA AND CONCERT BUREAU	Alice E. Joseph.....	8, Stafford Street, Old Bond Street.	Concert, etc.
OPERA, CONCERT, AND DRAMATIC AGENCY.	Kelson Trueman	17, Shaftesbury Avenue, W.	Theatrical.
PACEY'S AGENCY	Tom Pacey	179, Brixton Road, S.W. ...	Variety.
GEORGE PEARSON	George Robert Pearson	6, Dunstan Road, Honor Oak.	Theatrical and Variety.
PEELS, LTD.....	Peels, Ltd.	3, Arundel Street, W.C. ...	Theatrical.
POLYGOT SOCIETY OF LONDON	John Milston	144, Hampstead Rd., N.W.	Variety and Theatrical.
QUINLAN INTERNATIONAL MUSI- CAL AGENCY.	Thomas Quinlan	318, Regent Street, W. ...	Operatic and Musical.
LOUIS DE REEDER, LTD.	Louis de Reeder	24, Buckingham Street, S.W.	Theatrical and Music Hall.
REEVE'S AGENCY	Alexander Frederick Westbrook and Horace Frederick Baylis Westbrook.	31, Grove Road, Brixton, S.W.	Variety and Theatrical.
REGENT CONCERT DIRECTION..	Alfred Harris	Room 65, Regent House, Regent Street.	Musical.
SCHULZ-CURTIVS, AND POWELL	Alfred Schulz - Curtius and Lionel Powell	44, Regent Street, S.W.	Concert.

AGENTS.—Continued.

TRADE NAME.	APPLICANT.	PREMISES.	NATURE OF AGENCY.
PAUL SCHULTZE	Paul Schultze.....	38, Cranbourn Street, W.C.	Theatrical, etc.
TOM SHAW AND CO.....	Thomas Shaw	18, Adam Street, Strand	Variety, etc.
SHEREK AND BRAFF, LTD.	Adolf Braff and Ber- nard Sherek.	17, Lisle Street, W.....	Theatrical and Variety.
GEORGE SINCLAIR AND CO.	George Sinclair (the licensee's name is stated to be Spack- man).	118, Kennington Road, S.E.	Theatrical and Variety.
SMYTHSON'S AGENCY.....	Clarence Osborne Lynd- hurst Smythson.	38, Craster Road, Brixton Hill.	Variety.
SOMERS AND WARNER	Jack Somers and Emanuel Warner.	1, Tottenham Court Rd., W.	Variety and Dramatic.
THE STAGE CONTROL	Phyllis Kate Glyn Beadon.	Savoy House, Savoy St., W.C.	Musical and Dramatic
STANHOPE AND CO., LTD.	Stanhope and Co., Ltd.	12, Buckingham Street, Strand.	Theatrical and Variety
STEDMAN'S MUSICAL AGENCY..	Archibald Henry Ben- well and Archibald Henry Duff Griffiths.	58, Berners Street, W....	Theatrical and Musical.
SULLIVAN AND CONSIDINE CIRCUIT.	Benno Obermayer	16, Green Street, W.C....	Theatrical.
SYLVESTER'S AGENCY	William George Syl- vester.	271, Clapham Road, S.W.	Entertainment.
GEORGE TATE AND CO.	Herbert Atherton Wilkes.	150, Strand, W.C.....	Theatrical, etc.
THE THEATRICAL AND VAUDEVILLE EXCHANGE.	William Collins	Broadmead House, Pan- ton Street, S.W.	Theatrical, Con- cert, etc.
UNIVERSAL THEATRICAL BUREAU.	James Preston, Port- land Akerman, and Charles Elrington Mason Verity.	49, Bedford Street, Strand	Theatrical and Variety.
VALENTINE'S AGENCY	Paul Valentine	8, Dean Street, Soho	Theatrical and Variety.
THE VARIETY BOOKINGS AGENCY.	John Henry Stringer ..	12 and 13, Henrietta Street, W.C.	Variety and Theatrical.
VAUDEVILLE AGENCY, LTD.....	Jack de Frece	178, Charing Cross Road, W.C.	Variety, etc.
E. DE VERE'S AGENCY	Ernest Brisker	72, Waterloo Rd., S.E. ..	Dramatic & Variety.
M. A. VICTOR	Mary Alberta Victor (the licensee's name is said to be Mary Alberta Thatcher).	Broadway Hall, Hammer- smith.	Variety.
TAFF VOLTA'S AGENCY.....	Raffaella Sharpe	44, Cranbourn Street, W.C.	Theatrical, etc.
B. H. WARD.....	Bertie Harry Ward ...	1, Park Mans., Vauxhall	Variety.
RICHARD WARNER AND CO., LTD.	Richard Warner and Co., Ltd.	27, Shaftesbury Avenue, W.	Theatrical, etc.
WARWICK THEATRICAL BUREAU	Walter Cooper - Lis- senden	8, Warwick Court, Holborn	Theatrical, etc.
OWEN WAY	Owen Way (the licen- see's name is stated to be Howell Target Way).	15, Grove Road, Brixton..	Music Hall and Concert.
WEBSTER AND WADDINGTON..	W. H. Waddington....	304, Regent Street, W....	Artists for "At Homes," etc.
FRANK WEATHERSBY'S AGENCY	Frank Weathersby ...	3, Bedford Street, Strand, W.C.	Theatrical.
WORLAND S. WHEELER'S AGENCY	Worland Sidney Wheeler	12, Henrietta Street, W.C.	Variety.
WIELAND'S ZEO AGENCY	Henry William Wieland	16, St. Martin's Street, W.C.	Theatrical, etc.
BERTRAM WILLIAMS	Bertram Williams (the licensee's real name is William Brown).	10, Blenheim Street, S.W.	Concert and Theatrical.
ARTHUR WILLIAMS' VARIETY AGENCY.	Arthur Llewellyn Wil- liams	10, Islington Green, N. . .	Variety.
JULIAN WYLIE	Julian Samuelson	Flat 2, 50, Langham Street, W.	Variety and Theatrical.

THE NEW YORK STATE AGENCY BILL.

NEW YORK has not been behind during 1910 in taking its theatrical and vaudeville agents in hand, and an important measure, a new Agency Bill, popularly known as the White Rats' Bill, became law. If it had not been for an unfortunate mistake in the drafting of the Voss Bill, New York State would have had an Agency Bill in operation in 1909. By some means the Voss Bill in going through amendments lost its wider application, and it was discovered that it had become a special city Bill, and concerned only Buffalo and New York. As the Mayor of the former place refused to sign it the Bill had to be dropped. Undeterred by this, however, those behind it, particularly the White Rats, pushed forward a fresh Bill, and had the satisfaction of seeing it become operative in New York State in the course of the year.

The main features of the Bill resemble those of the preceding Bill. They are as follow :—

Agency Fees.—Gross fees charged to applicants for theatrical, vaudeville, or circus engagements, or other entertainments of the stage, must not exceed the amount of 5 per cent. of the salary when the engagement is for less than ten weeks, and 5 per cent. on ten weeks' salary when the engagement is for ten weeks or more. This applies to theatrical engagements; vaudeville, circus, and other are liable to 5 per cent. of the salary throughout the engagement.

Split Commissions.—This practice is especially prohibited.

License.—Each agent has to obtain a license from the Mayor, or the Commissioner of Licenses, to post the same in a conspicuous place in his office; to pay £10 annually for the license, and to enter into a bond of £400. The renewal of the license may be opposed.

Control.—Books to be kept and a record made of all persons to whom work is promised or offered, and of all persons applying for employes, together with the date of the engagement; obligatory to obtain from a manager applying for an artist a written verified statement signed by him or by someone authorised by him, setting forth whether or not he has failed to pay salaries, or left any companies in which he has been financially interested. The agent must investigate the truth of this statement, and the statement and the result of the agent's investigation and inquiry shall be kept on file in such agency for the benefit of any person whose services are sought by any such applicant as employer. The statement of the manager has to contain the names of at least two persons as references.

Contracts.—All contracts for theatrical engagements to be drawn according to the direction of the Mayor or Commissioner of Licenses.

Other Conditions.—"No such licensed person shall send or cause to be sent any female as a servant, inmate, entertainer, or performer, to enter any place of bad repute, house of ill-fame, or assignation house, or to any house or place of amusement kept for immoral purposes, or place resorted to for the purposes of prostitution, or gambling house, the character of which such licensed person could have obtained upon reasonable inquiry." . . . "No such licensed person, his agents, or employes shall have sexual intercourse with any female applicant for employment." False and misleading statements published by the agent are prohibited; all advertisements must contain the name and address of the agent.

Penalties.—For breaking or not complying with the regulations of the Bill the penalties are by way of fines, revocation of license, and imprisonment for various periods at the discretion of the court.

THE GERMAN AGENCY ACT.

THE new German Agency Act came into operation on October 1, 1910. One of its features is a sliding scale fixing the rate of commission chargeable by agents. In the case of actors and actresses the tax on monthly salaries up to £7 10s. amounts to 3 per cent., up to £15 to 4 per cent., and over £15 to 5 per cent., one-half of which is defrayed by the management. Whilst the theatrical agent arranges for engagements of considerable length, sometimes run-

ning into a period of years, the sliding scale of commissions for the music hall agent, whose average contracts cover a fortnight or a month, is fixed somewhat higher. On salaries up to £30 the commission amounts to 5 per cent., up to £45 to 6 per cent., up to £75 to 8 per cent., and on anything over £75 per month to 10 per cent. Here again one-half of the commission is paid by the artist, and the other half by the management. On single engagements a uniform tax of 10 per cent., also to be halved by the contracting parties, is levied by the middleman. Any private arrangement, that the artist, for instance, shall pay the whole of the commission, is void in law. In the case of renewals, if brought about by the agent, the actor pays half the above scale, whereas on music hall contracts no such abatement is made.

An official pronouncement made by Privy Councillor von Glasenapp, on behalf of the Government, definitely states that foreign agents, in negotiating contracts with Germany, will be bound by the German laws. Hitherto it has been the custom for the agent to charge the artist at least 10 per cent. commission, half of which he was in the habit of paying over to the director. The agent will for the future, even should, by some tacit understanding, the half-commission payable by the management remain undischarged, be much in the same position as hitherto. It is estimated, however, that on the aggregate amount of salaries paid annually, totalling about £425,000, the directors will lose 5 per cent., £21,250.

Any white slave traffic is guarded against as much as possible by the clause that "agents negotiating with females for engagements for abroad must regularly forward to the police authorities a list of the names of such persons and a description of the engagements provided."

Stringent regulations are laid down as to the books to be kept by agents. The Act says the books must be substantially bound, and the pages consecutively numbered. They must be stamped, and the actual number of pages verified, by the local police authorities before being taken into use. In these books no erasures must be performed nor illegible entries made, and no book must be partially or entirely destroyed.

Copies of all contracts concluded, duly numbered and indexed, must be kept.

Books which are no longer to be used have to be dated and officially testified and stamped to that effect by local police authorities, after which no further entries may be made. For a further period of ten years all books must be preserved. The same applies if the agency be given up.

The agent is obliged to have his surname, and at least one Christian name, in full, either painted, or on a plate, on the street door of his offices, as well as on the entrance to his premises. This has to be accompanied by the descriptive words, "gewerbmässiger stellenvermittler" (professional agent), together with a specification of the nature of his agency, *e.g.*, for actors, music hall artists, circus performers, etc. The designation, "Theateragent," is only granted to those who confine their activities strictly to the artists or technical staffs of the dramatic stage.

Agents must append to all advertisements in newspapers, posters, handbills, etc., their full Christian and surnames, their exact address, and the official permit. Misleading statements as to number of vacancies, etc., are strictly prohibited.

The local police authorities may determine in how far an agent may be represented by a substitute. A list of any such persons so employed, including members of the agent's family, has to be submitted to the police. Persons of inadequate status are excluded.

Special prohibitions are enumerated :—

(a) No agent may be pecuniarily interested in any enterprise of a nature mentioned in this Act, nor may he grant advances to managers, nor make arrangements for sole agency, nor do anything that might tend to influence his impartiality.

(b) No agent may follow the calling of an actor or any other branch of the profession, or enter into any engagement for financial assistance of any professional.

(c) No agent may publish works for, or dealing with, the stage, or be in any way connected with the production thereof.

(d) No agent may run any theatrical training college, or any similar establishment.

(e) No agent may enter into negotiations with any foreign (non-German) agencies which have been earmarked as unreliable by the Government President.

The police and the municipal authorities have at all times the right of entry to the business premises of theatrical agents, and must be given on demand access to the books of the firm.

THE CINEMATOGRAPH ACT.

A SUMMARY OF THE ACT.

THE Cinematograph Act came into force on January 1, 1910. The Act applies to public cinematograph and similar institutions for the purposes of which flammable films are used.

The Act does not apply to exhibitions where no flammable films are used. No cinematograph exhibition of flammable films is lawful anywhere—except in a private dwelling-house to which the public are not admitted—unless the regulations made by the Secretary of State are complied with.

Licensing and other authorities may make such terms and conditions and such restrictions as they may think fit, subject to the foregoing regulations. The London County Council, for instance, on December 21, 1909, passed a recommendation of the Theatres and Music Halls Committee to the effect that the licenses granted by the Council under the Act should be subject to a condition that the premises should not be opened under the license on Sundays, Christmas Day, and Good Friday.

It is not necessary that the building should be licensed in every case. The Act provides for different buildings or places in which cinematograph exhibitions including flammable films are given. They may be classified:—

- (1) Permanent premises regularly used.
- (2) Permanent premises occasionally used.
- (3) Buildings or structures of a movable character.

PERMANENT PREMISES REGULARLY USED.

Licenses are necessary. The licensing authorities are the county councils or, in the case of county boroughs, the borough councils, who may delegate their powers to justices sitting in petty sessions, and also in accordance with other powers of delegation.

An applicant must give seven days' notice in writing to the County Council, and also to the chief officer of police in the police area in which the premises are situated.

An exception to this general licensing authority lies in the case of premises licensed as theatres by the Lord Chamberlain, who exercises the powers instead.

The maximum license fee is £1 per annum, or for shorter periods 5s. per month, with a limit of £1 to the fees payable in any one year. The licensing authority may grant a license for any period not exceeding one year.

PERMANENT PREMISES OCCASIONALLY USED.

A license is not required if the premises are not used on more than six days in any one year, but the foregoing seven days' notice must be given of the intended use, and the Home Secretary's regulations must be complied with.

MOVABLE BUILDINGS OR STRUCTURES.

A license is not required for each fresh place visited. The owner must obtain a license from the licensing authority in the place in which he ordinarily resides, and as long as this license runs he has only to give the local licensing authority and the police in any place in which he finds himself two days' notice in writing of his intention to exhibit. He must have complied with the Home Secretary's regulations.

A plan and description of the building or structure, certified by the licensing authority, must be attached to the license, and must be shown on demand to any police constable or other authorised person. The license may provide that any of the conditions may be varied by the local authority.

PENALTIES.

The owner of the cinematograph and the occupier of the building in which it is used in contravention to the provisions of the Act, the regulations of the Secretary of State, or the conditions attached to the license, are liable on summary conviction to a fine not exceeding £20, and in the case of continuing the offence to a further penalty of £5 for each day during which the offence continues, and the license (if any) is liable to be revoked.

THE WORKING OF THE ACT.

Previously to January 1, 1910, when the Act came into force, exhibitions had been given in all sorts of little halls or shops which could be turned to the occasion. With the Act operative a number of smaller exhibitors who found it impossible to comply with the regulations were driven out of the business. Naturally, a great deal of opposition was forthcoming, and the first step towards combining to obtain some amelioration of what were somewhat stringent conditions was taken on January 5, when a meeting of the then newly-formed Cinematograph Defence Society was held. Among the subjects the meeting discussed were the regulations attached to the licenses by the Home Secretary and the condition the London County Council and other Councils laid down to the effect that the halls should not be opened on Sunday.

It was decided at this meeting that counsel's advice should be taken in the matter. Sub-committees to deal with various subjects were appointed. Assurances were received from the London County Council in the course of the next few days that no action in respect of Sunday opening would be taken by the London County Council pending receiving a deputation to bring the views of the Defence League before the Council, and, acting on this assurance, the League asked its members to use their own discretion in the matter of Sunday opening. In most cases this discretion announced itself in favour of affairs as they existed before the Act came into force, and most of the cinematograph houses were opened.

The difficulty of enforcing the regulations no doubt became apparent to the authorities, for on February 18 a fresh batch of regulations—rather more reasonable in their requirements—amending the previous batch was issued.

SUNDAY OPENING.

The question, however, which caused the greatest interest, and one which during the year has been decided in the law courts, was that concerning the power of County Councils to prohibit Sunday opening. The condition attached to the licenses issued by the L.C.C.—that no hall should be opened for personal gain or profit—was not favourably received by the various exhibitors, who found themselves thus deprived of the profits of what had previously been the most productive day in the week. Deputations from the Cinematograph Trade Protection Society, Limited, and the Cinematograph Defence League waited on the London County Council, who also received a deputation from a newly-formed body—the Sunday Defence Committee. The last-named urged the Council to retain the prohibition on Sunday. The Sunday Defence Committee consisted of sub-committees from the Variety Artists' Federation, the Actors' Association, the Amalgamated Musicians' Union, the National Association of Theatrical Employés (including cinematograph operators), and the Imperial Sunday Alliance. The Committee argued that if permission were given to the cinematograph halls to open on Sundays similar facilities could not reasonably be withheld in the cases of theatres and music halls, and that the result would be detrimental to persons employed in the entertainment business and to the public interest. They also expressed the opinion that the proprietors, in engaging employés, would make Sunday work a condition of employment, and that ultimately wages would be less in proportion. On February 15 the London County Council, having considered the matter, passed the following resolution:—

That no application for permission to use premises licensed by the Council under the Cinematograph Act, 1909, for cinematograph entertainments on Sundays or other days prohibited by the license be considered unless the application be accompanied by an undertaking from some recognised society or organisation, unconnected with the premises concerned, to the effect that—(i) The entertainments will be properly conducted and not for private gain or by way of trade; (ii.) the licensee or his servants will have nothing to do with the

arrangements for the entertainments (i.e., the engagement of operators or employes, etc.), beyond being responsible to the Council for the observance of its regulations; (iii.) none of the persons employed at the licensed premises on weekdays will have any pressure put upon him or her to assist at Sunday entertainments; (iv.) an audited balance-sheet will be submitted to the Council at the end of each series of entertainments; (v.) the rules required to be observed on weekdays for securing the safety of the audience will be complied with; (vi.) the heads of the society or organisation will hold themselves responsible for seeing that the assurance given to the Council is adhered to.

In spite of this, however, Sunday opening for private gain continued in a few cases, and the Council then began to take legal proceedings. Some four or five convictions were obtained, but in the case of the Bermondsey Bioscope Company, Limited, who were summoned at Tower Bridge Police Court, the defence was raised that the Council were acting *ultra vires* in attaching a condition regarding Sunday closing to the license. Mr. Chapman, the magistrate, delivering his decision on May 24, upheld this argument, and gave it as his opinion that the powers of the Council were restricted by the purpose of the Act defined in Section 1 to matters of structural fitness and to securing the safety of the public. He accordingly dismissed the summons and allowed the defendants five guineas costs. The London County Council appealed from this decision, and on December 9 the Divisional Court, consisting of the Lord Chief Justice, Mr. Justice Avory, and Mr. Justice Pickford, found that the County Councils had power to attach such conditions to the licenses. They found that the magistrate's decision was wrong, and sent the case back to him for conviction. It now stands clearly defined that under the Act the various County Councils or the Justices sitting on Petty Sessions, if the powers are delegated to them, are authorised to attach conditions in addition to those dealing with structural fitness.

HOME SECRETARY'S REGULATIONS.

The following are the amended regulations made by the Secretary of State on February 18. They are for the most part in substance the same as those he previously issued, which these repeal, but amendments and modifications on several points have been introduced to meet the varying circumstances in which cinematograph exhibitions are given. Alterations in the drafting are also apparent, which make for greater clearness.

GENERAL.

In these regulations the word "building" shall be deemed to include any booth, tent, or similar structure.

2. No building shall be used for cinematograph or other similar exhibitions to which the Act applies, unless it be provided with an adequate number of clearly indicated exits so placed and maintained as readily to afford the audience ample means of safe egress.

The seating in the building shall be so arranged as not to interfere with free access to the exits; and the gangways and the staircases, and the passages leading to the exits shall, during the presence of the public in the building, be kept free of obstructions.

3. The cinematograph operator and all persons responsible for or employed in or in connection with the exhibition shall take all due precautions for the prevention of accidents, and shall abstain from any act whatever which tends to cause fire and is not reasonably necessary for the purpose of the exhibition.

FIRE APPLIANCES.

4. Fire appliances adequate for the protection of the building shall be provided, and shall include at least the following—namely, a damp blanket, two buckets of water, and a bucket of dry sand. In a building used habitually for the purpose of cinematograph or other similar exhibitions they shall also include a sufficient number of hand grenades or other portable fire-extinguishers.

The fire appliances shall be so disposed that there shall be sufficient means of dealing with fire readily available for use within the enclosure. Before the commencement of each performance the cinematograph operator shall satisfy himself

that the fire appliances intended for use within the enclosure are in working order, and during the performance such appliances shall be in the charge of some person specially nominated for that purpose who shall see that they are kept constantly available for use.

ENCLOSURES.

Regulations applying in all cases and to all classes of buildings.

5.—(1) (a.) The cinematograph apparatus shall be placed in an enclosure of substantial construction made of or lined internally with fire-resisting material, and of sufficient dimensions to allow the operator to work freely.

(b.) The entrance to the enclosure shall be suitably placed and shall be fitted with a self-closing close-fitting door constructed of fire-resisting material.

(c.) The openings through which the necessary pipes and cables pass into the enclosure shall be efficiently bushed.

(d.) The openings in the front face of the enclosure shall not be larger than is necessary for effective projection, and shall not exceed two for each lantern. Each such opening shall be fitted with a screen of fire-resisting material, which can be released both inside and outside the enclosure so that it automatically closes with a close-fitting joint.

(e.) The door of the enclosure and all openings, bushes, and joints shall be so constructed and maintained as to prevent, so far as possible, the escape of any smoke into the auditorium. If means of ventilation are provided, they shall not be allowed to communicate direct with the auditorium.

(f.) If the enclosure is inside the auditorium, either a suitable barrier shall be placed round the enclosure at a distance of not less than two feet from it, or other effectual means shall be taken to prevent the public from coming into contact with the enclosure.

(g.) No unauthorised person shall go into the enclosure or be allowed to be within the barrier.

(h.) No smoking shall at any time be permitted within the barrier or enclosure.

(i.) No inflammable article shall unnecessarily be taken into or allowed to remain in the enclosure.

Regulations applying only to specified classes of buildings.

(2) In the case of buildings used habitually for cinematograph or other similar exhibitions, the enclosure shall be placed outside the auditorium; and in the case of permanent buildings used habitually as aforesaid the enclosure shall also be permanent.

Provided, with regard to the foregoing requirements, that, if the licensing authority is of opinion that compliance with either or both of them is impracticable or in the circumstances unnecessary for securing safety and shall have stated such opinion by express words in the license, the requirement or requirements so specified shall not apply.

LANTERNS, PROJECTORS, AND FILMS.

6. Lanterns shall be placed on firm supports constructed of fire-resisting material, and shall be provided with a metal shutter which can be readily inserted between the source of light and the film-gate.

The film-gate shall be of massive construction and shall be provided with ample heat-radiating surface. The passage for the film shall be sufficiently narrow to prevent flame travelling upwards or downwards from the light-opening.

7. Cinematograph projectors shall be fitted with two metal film-boxes of substantial construction, and not more than fourteen inches in diameter, inside measurement, and to and from these the films shall be made to travel. The film-boxes shall be made to close in such a manner, and shall be fitted with a film-slot so constructed, as to prevent the passage of flame to the interior of the box.

8. Spools shall be chain or gear driven and films shall be wound upon spools so that the wound film shall not at any time reach or project beyond the edges of the flanges of the spool.

9. During the exhibition all films when not in use shall be kept in closed metal boxes.

LIGHTING.

10. Where the general lighting of the auditorium and exits can be controlled from within the enclosure, there shall also be separate and independent means of control outside and away from the enclosure.

11. No illuminant other than electric light or limelight shall be used within the lantern.

Electric Light.

12.—(a.) Within the enclosure the insulating material of all electric cables, including "leads" to lamps, shall be covered with fire-resisting material.

(b.) There shall be no unnecessary slack electric cable within the enclosure. The "leads" to the cinematograph lamp shall, unless conveyed within a metal pipe or other suitable casing, be kept well apart both within and without the enclosure and shall run so that the course of each may be readily traced.

(c.) Cables for cinematograph lamps shall be taken as separate circuits from the source of supply and from the supply side of the main fuses in the general lighting circuit, and there shall be efficient switches and fuses inserted at the point where the supply is taken, and, in addition, an efficient double-pole switch shall be fitted in the cinematograph lamp circuit inside the enclosure. When the cinematograph lamp is working, the pressure of the current across the terminals of the double-pole switch inside the enclosure shall not exceed 110 volts.

(d.) Resistances shall be made entirely of fire-resisting material, and shall be so constructed and maintained that no coil or other part shall at any time become unduly heated.* All resistances, with the exception of a resistance for regulating purposes, shall be placed outside the enclosure, and, if reasonably practicable, outside the auditorium. If inside the auditorium, they shall be adequately protected by a wire guard or other efficient means of preventing accidental contact.

The operator shall satisfy himself before the commencement of each performance that all cables, leads, connections, and resistances are in proper working order. The resistances, if not under constant observation, shall be inspected at least once during each performance. If any fault is detected, current shall be immediately switched off, and shall remain switched off until the fault has been remedied.

Limelight.

13.—(a.) If limelight be used in the lantern the gas cylinders shall be tested and filled in conformity with the requirements set out in the Appendix hereto. The tubing shall be of sufficient strength to resist pressure from without and shall be properly connected up.

(b.) No gas shall be stored or used save in containers constructed in accordance with the requirements contained in the Appendix.

LICENSES.

14. Every license granted under the Act shall contain specific conditions for the carrying out of regulations 2 and 5 (1) (a), (b), (c), (d), (e), (f) in the building for which the license is granted, and may, in accordance with regulation 5 (2), contain an expression of opinion on the matters referred to in the proviso thereto.

15. Subject to the provisions of No. 16 of these regulations, every license granted under the Act shall contain a clause providing for its lapse, or, alternatively, for its revocation by the licensing authority, if any alteration is made in the building or the enclosure without the sanction of the said authority.

16. Where a license has been granted under the Act in respect of a moveable building, a plan and description of the building, certified with the approval of the licensing authority, shall be attached to the license. Such a license may provide that any of the conditions or restrictions contained therein may be modified either by the licensing authority or by the licensing authority of the district where an exhibition is about to be given. The license and plan and description or any of them shall be produced on demand to any police constable or to any person authorised by the licensing authority or by the authority in whose district the building is being or is about to be used for the purpose of an exhibition.

*e.g., they should not become so heated that a piece of newspaper placed in contact with any part of the resistance would readily ignite.

17. The regulations dated December 20, 1909, made under the Cinematograph Act, 1909, are hereby repealed, provided, nevertheless, that any license granted prior to such repeal shall remain valid for the period for which it was granted without the imposition of any more stringent condition than may have been imposed at the time of the grant.

APPENDIX.

LIMELIGHT.

The gas cylinders shall be tested and filled in conformity with the requirements set out below, which follow the recommendations of the Departmental Committee of the Home Office on the Manufacture of Compressed Gas Cylinders [C. 7952 of 1896] :—

Cylinders of Compressed Gas (Oxygen, Hydrogen, or Coal Gas).

(a) *Lap-welded wrought iron.*—Greatest working pressure, 120 atmospheres, or 1,800 lbs. per square inch.

Stress due to working pressure not to exceed $6\frac{1}{2}$ tons per square inch.

Proof pressure in hydraulic test, after annealing, 224 atmospheres, or 3,360 lbs. per square inch.

Permanent stretch in hydraulic test not to exceed 10 per cent. of the elastic stretch.

One cylinder in 50 to be subjected to a statical bending test, and to stand crushing nearly flat between two rounded knife-edges without cracking.

(b) *Lap-welded or seamless steel.*—Greatest working pressure, 120 atmospheres, or 1,800 lbs. per square inch.

Stress due to working pressure not to exceed $7\frac{1}{2}$ tons per square inch in lap-welded, or 8 tons per square inch in seamless cylinders.

Carbon in steel not to exceed 0.25 per cent. or iron to be less than 99 per cent.

Tenacity of steel not to be less than 26 or more than 33 tons per square inch. Ultimate elongation not less than 1.2 inches in 8 inches. Test-bar to be cut from finished annealed cylinder.

Proof pressure in hydraulic test, after annealing, 224 atmospheres, or 3,360 lbs. per square inch.

Permanent stretch shown by water jacket not to exceed 10 per cent. of elastic stretch.

One cylinder in 50 to be subjected to a statical bending test, and to stand crushing nearly flat between rounded knife-edges without cracking.

Regulations applicable to all Cylinders.

Cylinders to be marked with a rotation number, a manufacturer's or owner's mark, an annealing mark with date, a test mark with date. The marks to be permanent and easily visible.

Testing to be repeated at least every two years, and annealing at least every four years.

A record to be kept of all tests.

Cylinders which fail in testing to be destroyed or rendered useless.

Hydrogen and coal gas cylinders to have left-handed threads for attaching connections and to be painted red.

The compressing apparatus to have two pressure gauges, and an automatic arrangement for preventing overcharging. The compressing apparatus for oxygen to be wholly distinct and unconnected with the compressing apparatus for hydrogen and coal gas.

Cylinders not to be refilled till they have been emptied.

If cylinders are sent out unpacked the valve fittings should be protected by a steel cap.

A minimum weight to be fixed for each size of cylinder in accordance with its required thickness. Cylinders of less weight to be rejected.

MASONIC LODGES.

A RECORD OF MASONIC LODGES AND CHAPTERS, THE MEMBERS OF WHICH ARE CONNECTED WITH THE DRAMATIC AND MUSICAL PROFESSIONS.

LODGE OF ASAPH, No. 1319.

Consecrated 1870.

Held at Freemason's Hall, Great Queen Street, London, W.C., on the fourth Tuesday in February, March, May, June, October, and November.

Installation in November.

OFFICERS, 1910-11.

A. B. Tapping	W.M.
Chris Hilton	I.P.M.
Albert Le Fre	S.W.
Frank Lister	J.W.
Chas. Cruikshanks, P.A.G.Std.B.	Treasurer.
James W. Mathews, P.A.G.D.C.	Secretary.
E. Wesley Woolhouse	S.D.
Tom Clare	J.D.
W. Edwyn Holloway	I.G.
Rev. W. P. Besley, P.M.	Chaplain
Charles B. Powell, P.M.	D.C.
E. W. Whitmore, P.M.	A.D.C.
J. E. Hambleton, P.M.	Organist.
Antoine Cloetens	Ass. Organist.
Herbert Chenery, P.M.	Ass. Secrty.
Edward A. Pickering	1st Steward.
George H. Dyball	2nd Steward.
R. Douglas Cox	3rd Steward.
Oscar Grimaldi	4th Steward.
J. Gilbert	Tyler.

PAST MASTERS.

E. Stanton Jones	1870—1	—
Charles Coote	1871—2	—
John M. Chamberlin	1872—3	—
James Weaver	1873—4	P.G.Std.B.
Edward Frewin	1874—5	—
Charles S. Jekyll	1875—6	P.G.O.
William A. Tinney	1876—7	—
Edward Terry	1877—8	P.G., Treasr.
George Buckland	1878—9	—
Edward Swanborough	1879—80	—
Charles Wellard	1880—1	—
W. Meyer Lutz	1881—2	—
John Maclean	1882—3	—
Frederick Delevanti	1883—4	—
Charles E. Tinney	1884—5	—
William J. Kent	1885—6	—
Henry J. Tinney	1886—7	—
William Lestocq	1887—8	P.A.G.D.C.
James D. Beveridge	1889—90	—
T. De B. Holmes	1890—1	—
Alfred E. Bishop	1891—2	—
W. Sydney Penley	1892—3	P.G., Treasr.
J. Edward Hambleton	1893—4	—
Francis H. Macklin	1894—5	—
Charles C. Cruikshanks	1895—6	P.A.G.Std.B.
Samuel Johnson	1896—7	—
W. John Holloway	1897—8	—
Luigi Lablache	1898—9	—

Charles Blount Powell 1899—1900	—
James W. Mathews	1900—1 P.A.G.D.C.
Algernon Syms	1901—2 —
Louis Honig	1902—3 —
Akerman May	1903—4 —
Herbert Leonard	1904—5 —
Edward W. Whitmore	1905—6 —
E. H. Bull	1906—7 —
Herbert Chenery	1907—8 —
Ernest H. Paterson	1908—9 —
Chris Hilton	1909—10 —

Address of Secretary—

Duke of York's Theatre,
St. Martin's Lane, W.C.

CHAPTER OF ASAPH, No. 1319.

Consecrated 1875.

Held at Freemason's Hall, Great Queen Street, London, W.C., on the fourth Monday in February, April, June, and November.

Installation in June.

OFFICERS, 1910-11.

E. H. Bull	M.E.Z.
Frank Stewart, P.Z.	H.
W. J. Keen, L.R.	J.
James Weaver, P.A.G.D.C.	Scribe E.
George A. Keen	Scribe N.
Edward Humphrey, P.Z.	Treasurer.
C. W. Trollope, P.P.S.G.D., Surrey	P.S.
A. P. Oxley	1st A.S.
John Hanford Ryley	2nd A.S.
John Gilbert	Janitor.

PAST PRINCIPALS. IN CHAIR. G.C. RANK.

James Weaver	1877	P.A.G.D.C.
Edward Humphrey	1887	—
James D. Beveridge	1903	—
James E. Hambleton	1896	—
W. S. Penley	1897	P.G., Treasr.
Harry Nicholls	1898	P.D.G.D.C.
Tom de Brunow Holmes	1900	P.P.G.O.Kent
Arthur G. Duck	1901	P.A.G.D.C.
Luigi Lablache	1904	—
Clarence T. Coggin	1909	—
William J. Harvey	1906	—
Edward W. Whitmore	1908	—
James W. Mathews	1907	P.A.G.D.C.
Robert D. Cummings	—	P.A.G.D.C.
J. Percy Fitzgerald	—	P.A.G.D.C.
William Clegborn	—	P.G.Std.B.

Address of Scribe E.—

The Cavendish Rooms,
Mortimer Street, Cavendish Square,
London, W.

**LIVERPOOL DRAMATIC LODGE,
No. 1609.**

Consecrated 1876.

Held at Masonic Temple, 22, Hope Street,
Liverpool, on the fourth Tuesday in every month
except June and July.

Installation in September.

OFFICERS, 1910-11.

Wm. J. Watmough, P.M.	W.M.	
Wm. H. Winn	I.P.M.	
J. Ball	S.W.	
H. C. Arnold, jun.	J.W.	
Wm. Savage, P.M., P.P.G., Treas.	Treasurer.	
R. T. Palmer, P.M.	Secretary.	
F. Coles	S.D.	
E. G. Cox	J.D.	
G. Smith	I.G.	
J. Finéberg, P.M., P.P.G.D.	D.C.	
E. Baxter, P.M., P.P.G.S. of Wks.	A.D.C.	
Ang. Savage	Organist.	
W. D. Jones, P.M.	Ass. Secry.	
E. Haigh, A. Hatton, T. Wrath- mall, R. E. Goffin, J. Breeze, J. Waters, W. O. Bond, Walter Hassan, and J. J. Coventry . . .	Stewards.	
J. Wiatt	Tyler.	

PAST MASTERS.

	WHEN	G.L. RANK.
	W.M.	
W. W. Sandbrook	1880	P.P.S.G.D.
Wm. Savage	1882	P.P.G., Treas.
Richard Burgess	1884	P.P.G., Org.
J. Finéberg	1890	P.P.G.J.D.
E. Baxter	1898	P.P.G.S. of W.
A. G. Goodwin	1899	—
H. C. Arnold	1901-2	P.P.G.J.D.
W. G. Hargrave	1903	—
J. J. Hewson	1904	—
T. R. Robertson	1905	—
R. T. Palmer	1906	—
W. D. Jones	1907	—
W. J. Watmough	1908	—
W. H. Winn	1909	—

Address of Secretary—
61, Park Road,
Seacombe, Cheshire.

DRURY LANE LODGE, No. 2127.

Consecrated 1835.

Held at the Theatre Royal, Drury Lane,
London, W.C., on the second Tuesday in
February, March, April, and November.

Installation in February.

OFFICERS, 1910-11.

Bedford McNeill	W.M.	
A. Blomfield Jackson	S.W.	
Col. H. Walker	T.W.	
Thomas Catling, P.A.G.D.C.	Treasurer.	
J. Percy Fitzgerald, P.G.Std.B.	Secretary.	
Blake Adams	S.D.	
J. H. Ryley	I.G.	
Bruce Smith	J.D.	
Ven. Arch. D. Sinclair, D.D., P.G.C.	Chaplain.	
Albert G. Neville, P.D.G.D.C.	D.C.	
Frank Brain	Organist.	
D. W. Wilson, E. J. Pryor, J. C. Harker, N. Frost, G. Highland, A. Stephen Hardy	Stewards.	
T. Reeves	Tyler.	

PAST MASTERS.

	WHEN	G.L. RANK.
	W.M.	
The Earl of Londesborough	1886	P.G.W.
Sir Augustus Harris		, Treasr.

Sir John E. Gorst, Q.C., M.P.	1888	P.G.W.
Adm. Sir E. A. Inglefield . . .	1889	P.G.D.
Sir Henry A. Isaacs (Lord Mayor)	1890	P.G.W.
James Fernandez	1891	P.A.G.D.C.
Sir S. B. Bancroft	1892	P.G.D.
Harry Nicholls	1893	P.G.Std.B.
Thomas Catling	1894	P.A.G.D.C.
Oscar Barrett	1895	—
Henry Neville	1896 1897	P.A.G.D.C.
Gerald Maxwell	1898	A.G.D.C.
Guy Repton	1899	P.G.D.
Lionel Rignold	1900	—
J. H. Barnes	1901	—
Luigi Lablache	1902	—
Albert G. Neville	1903	P.D.G.D.C.
A. Rashleigh Phipps	1904	—
H. Nye Chart	1905	—
Clarence T. Coggin	1906	—
S. H. Tatham Armitage	1907	P.G.D.
James Powell	1908	—
Rt. Hon. Lord Athlumney . . .	1909	P.G.W.

Address of Secretary—

"Linacre,"

Balmoral Road,
Cricklewood, N.W.

**MANCHESTER DRAMATIC
LODGE, No. 2387.**

Consecrated 1891.

Held at Freemasons' Hall, Cooper Street, Man-
chester, on the fourth Thursday in January,
February, March, April, May, June, September,
October, and November.

Installation in April.

OFFICERS, 1910-11.

S. Fielder	W.M.	
Tom Cook	S.W.	
J. Bentley	J.W.	
Chas. Swinn, P.P.G.D.	Treasurer.	
J. Butterworth, P.P.G.Sw.B.	Secretary.	
R. Martin	S.D.	
W. Campbell	J.D.	
F. Morris	I.G.	
G. W. Potter, P.M.	D.C.	
J. Butterworth	Almoner.	
E. Catling	Organist.	
M. Willson, E. H. C. Roberts, M. M. Ainscough, E. L. Wilson, F. Green, M. Tench	Stewards.	
J. Bladon, P.P.G.A.D.C.	Tyler.	

PAST MASTERS.*

	WHEN	G.L. RANK.
	W.M.	
Chas. Swinn	1895	P.P.G.J.D.
Edwin G. Simpson	1898	P.P.G.S.W.
John Butterworth	1900	P.P.G.Swd.B.
J. Pitt Hardacre	1901	—
T. Ll. Marsden	1902	Prov. G.J.D.
Harry S. Greenwood	1903	—
Nelson Stokes	1904	—
R. A. D. Carter	1905	—
Phillip Jeseph	1906	—
James J. Bennett	1907	—
John R. Pickman	1908	—
Arthur E. Wait	1909	—
Peter Lawton	1880	P.P.J.G.D.
Louis Peake	1884	P.P.G.A.D.C.
Geo. W. Potter	1898	—

* At present Members of the Lodge.

Address of Secretary—

"Easingwood,"

9, Smedley Lane,
Cheetham, Manchester.

GUILDHALL SCHOOL OF MUSIC LODGE, No. 2454.

Consecrated 1892.

Held at the Holborn Restaurant, High Holborn, London, W.C., on the second Monday in February, March, May, November, and December.

Installation in December.

OFFICERS, 1910-11.

Henry Turnpenny	W.M.
George K. Lang	S.W.
F. Harold Hankins, L.R.	J.W.
Walter Morrow	Treasurer.
George F. Smith, P.G.O.	Secretary.
Mortlake Mann	S.D.
Frederick Winter	J.D.
Ben Johnson	I.G.
Albert E. Rowarth, L.R.	D.C.
E. Lewis Arney	Organist.
David Beardwell, P.D.G.O.	Ass. Sectry.
F. J. Griffiths and Bernard Turner	Stewards.
George Coop	Tyler.

PAST MASTERS. WHEN IN CHAIR. G.L. RANK.

T. Hastings Miller	1893	P.G.Swd.Br.
George F. Smith	1893-4	P.G.O.
W. Henry Thomas	1894-5	P.G.O.
Henry Gadsby	1895-6	—
Henry Guy, L.R.	1896-7	—
William H. Cummings, Mus. Doc., Dublin	1897-8	P.G.O.
William Hy. Wheeler	1898-9	—
Walter Syckelmoore	1899-1900	—
David Beardwell	1900-1	P.Dep.G.O.
W. Rogers	1901-2	P.P.G.Dep. D.C.
Thomas R. Busby	1902-3	P.Dep.G.O.
Albert E. Rowarth	1903-4	—
George H. Dawson	1904-5	—
Arthur L. Simmons	1905-6	—
Montague Borwell	1906-7	—
G. A. Hustler Hinchliff	1907-8	—
Sir T. Brooke-Hitching	1908-9	P.G.D.
Arthur H. Lines	1909-10	—

Address of Secretary—

"Seabourne,"
Bonham Road,
Barton Hill.

GUILDHALL SCHOOL OF MUSIC, CHAPTER No. 2,454.

Consecrated 1900.

Held at the Holborn Restaurant, High Holborn, London, W.C., on the fourth Friday in March, June, and October.

Installation in March.

OFFICERS, 1910-11.

George F. Smith, P.G.O.	M.E.Z.
F. Harold Hankins	I.P.Z.
A. L. Simmons	H.
Hugo Chadfield	J.
David Beardwell, P.G.O.	Scribe E.
Dr. W. H. Cummings, P.G.O.	Treasurer.
Allen Gill	P.S.
A. Cummings	1st A.S.
A. H. Lines	2nd A.S.
G. R. Lang	Scribe N.

PAST PRINCIPALS. WHEN IN CHAIR. G.C. RANK.

T. Hastings Miller	1900-1	P.G.Std.B.
Dr. W. H. Cummings	1901-2	P.G.O.

W. H. Thomas	1902-3	P.G.O.
Thomas R. Busby	1903-4	P.G.O.
Fountain Meen	1904-5	P.G.O.
Charles E. Tinney	1905-6	—
David Beardwell	1906-7	P.G.O.
Walter Morrow	1907-8	—
Albert E. Rowarth	1908-9	—
F. Harold Hankins	1909-10	—

Address of Scribe E.—

38, Patshull Road,
Kentish Town Road, N.W.

GREEN ROOM LODGE, No. 2957.

Consecrated 1903.

Held at the Imperial Restaurant, 60, Regent Street, London, W., on the first Friday in January, February, April, May, June, November, and December.

Installation in May.

OFFICERS, 1910-11.

Hubert Willis	W.M.
Charles Macdona	I.P.M.
J. H. Ryley	S.W.
Blake Adams	J.W.
W. S. Penley, P.G.	Treasurer.
Charles Cruikshanks, P.A.G.Std.B.	Secretary.
E. Vivian Reynolds	S.D.
Frank Vernon	J.D.
Fred Annerley	I.G.
Rev. W. P. Besley	Chaplain.
W. Lestock, P.A.G.D.C.	D.C.
Sydney Lawrence	A.D.C.
J. W. Macdonald	Almoner.
A. E. Raynor	Organist.
Arnold Lucy	Ass. Sectry.
Douglas Gordon	1st Steward.
J. Cooke Beresford	2nd Steward.
A. E. Raynor	3rd Steward.
J. R. Crauford	4th Steward.

PAST MASTERS. WHEN W.M. G.L. RANK.

Harry Nicholls	1903-4	P.G.Std.B.
J. D. Beveridge	1904-5	—
Gerald Maxwell	1905-6	P.A.G.D.C.
Herbert Leonard	1906-7	—
Akerman May	1907-8	—
E. H. Bull	1908-9	—
Charles Macdona	1909-10	—

Address of Secretary—

35, Cautley Avenue,
Clapham Common, S.W.

LYRIC LODGE, No. 3016.

Consecrated 1904.

Held at the Imperial Restaurant, Regent Street, London, W., on the fourth Saturday in February, March, October, and November.

Installation in February.

OFFICERS, 1910-11.

Tom Clare	W.M.
H. T. Dummett	S.W.
G. H. Goodman	J.W.
J. A. Stovell, P.P.S.G.D., Surrey (Edgar Barnes)	Treasurer.
Thos. F. Noakes, P.P.G., Organist, Middlesex	Secretary.
Wilson James	S.D.
Lorne Waller	J.D.
J. H. Willey	I.G.
George Pragnell	D.C.

Lyric Lodge—Continued.

Clarence Nobbs	Almoner.
Percy Watson	Organist
A. D. Longinotto, Alfred Thomas, Albert Chambers, Thorpe Bates	Stewards.
J. Bailey	Tyler.

PAST MASTERS.	WHEN W.M.	G.L. RANK.
W. S. Penley	1904— 5	P.G., Treas.
Joseph Harrison	1905— 6	A.G.D.C.
Charles Bertram	1906— 7	—
J. A. Stovell	1907— 8	—
George Pragnell	1908— 9	—
F. A. Ransom	1909—10	—

Address of Secretary—
Apsley Lodge, Kimberley Road,
Clapham, S.W.

LYRIC CHAPTER, No. 3016.

Consecrated 1910.

Held at Freemasons' Hall, Great Queen Street,
London, W.C., on the third Saturday in January,
March, and November.

Installation in January.

OFFICERS, 1910-11.

Tom Clare	M.E.Z.
J. A. Stovell (Edgar Barnes)	H.
P. A. Ransom	J.
Thos. F. Noakes	Scribe E.
J. H. Willey	Scribe N.
H. J. Barclay	Treasurer.
G. H. E. Goodman	P.S.
H. T. Dummett	1st A.S.
Walter Walters	2nd A.S.
Alfred Hill	Steward.
J. Bailey	Janitor.

Address of Scribe E.—
Apsley Lodge, Kimberley Road,
Clapham, S.W.

ORCHESTRAL LODGE, No. 3028.

Consecrated 1904.

Held at the Holborn Restaurant, High Holborn,
London, W.C., on the fourth Thursday in March,
May, September, and December.

Installation in March.

OFFICERS, 1910-11.

Edward W. Whitmore	W.M.
Frank James	S.W.
J. Edward Hambleton, L.R.	J.W.
John Solomon	Treasurer.
Geo. F. Smith, P.G.O.	Secretary.
Robert Gray	S.D.
Wm. Silvester	J.D.
John Ansell	I.D.
Thomas R. Busby, P.D.G.O.	D.C.
Charles Woodhouse	Organist.
Alf. Ballin, H. Van Dermeerschen, H. S. Sterling, Harold Thornton	Stewards.
J. Whiteman	Tyler.

PAST MASTERS.	WHEN W.M.	G.L. RANK.
Thomas R. Busby	1904— 5	(P. Dep. G. Organist)
Albert E. Rowarth	1905— 6	—
W. A. Sutch	1906— 7	—
Frank Stewart	1907— 8	—

Orchestral Lodge—Continued.

John H. Calcott	1908— 9
James Bredren	1909—10

Address of Secretary—
Seabourne,
Bonham Road,
Barton Hill.

ORCHESTRAL CHAPTER, No. 3028.

Consecrated 1906.

Held at the Holborn Restaurant, High Holborn,
London, W.C., on the third Friday in April, June,
and December.

Installation in April.

OFFICERS, 1910-11.

Thomas R. Busby, P.G.O.	M.E.Z.
J. Edward Hambleton	H.
Albert E. Rowarth	J.
George F. Smith, P.G.O.	Scribe E.
Frank Stewart	Scribe N.
David Beardwell, P.G.O.	Treasurer.
E. W. Whitmore	P.S.
Robert Gray	1st A.S.
Hale G. Hambleton	2nd A.S.
J. Whiteman	Janitor.

PAST PRINCIPALS.	WHEN IN CHAIR.	G.C. RANK.
Thomas R. Busby	1906— 7	P.G.O.
J. Edward Hambleton	1907— 8	—
Albert E. Rowarth	1908— 9	—
Frank Stewart	1909—10	—

Address of Scribe E.—
Seabourne,
Bonham Road,
Barton Hill.

CHELSEA LODGE, No. 3098.

Consecrated 1905.

Held at the Town Hall, Chelsea, London, S.W.,
on the third Friday in March, April, May, June,
July, August, September, and October.

Installation in May.

OFFICERS, 1910-11.

Harry Bawn	W.M.
Walter F. K. Walton	S.W.
George H. Dyball	J.W.
Wolfe S. Lyon, L.R., A.G.P.	Treasurer.
Charles J. Doughty	Secretary.
Lauchlan G. Sharpe	S.D.
Ernest T. R. Lester	J.D.
Albert E. Nicklin	I.G.
Rev. H. Heriot Hill	Chaplain.
Albert Le Fre, P.M.	D.C.
Angelo A. Asher	Organist.
H. Griff, G. H. Hill, W. H. Atlas, Albert Felino	Stewards.
J. H. McNaughton	Tyler.

PAST MASTERS.	WHEN W.M.	G.L. RANK.
James W. Mathews	1905	P.A.G.D.C.
Albert Le Fre	1906	—
Theodore Schreiber	1907	—
Henry Coutts	1908	—
Walter H. Hitch	1909	—

Address of Secretary—
14, Rostrevor Road,
Fulham, S.W.

CHELSEA CHAPTER, No. 3098.

Consecrated 1907.

Held at Freemasons' Hall, Great Queen Street, London, W.C., on the fourth Friday in March, June, September, and November.

Installation in June.

OFFICERS, 1910-11.

Henry Coutts	M. E.Z.
Walter H. Hitch	H.
Harry Bawn	J.
Charles J. Doughty	Scribe E.
W. H. Atlas	Scribe N.
Wolfe S. Lyon, P.A.G.D.C.	Treasurer.
A. T. Chamberlain	P.S.
Monte Bayly	1st A.S.
Albert Christian	2nd A.S.
J. T. W. Grant	D.C.
A. W. Hanwell	Steward.
Erne Warsaw	Organist.
J. Gilbert	Janitor.

	WHEN	
PAST PRINCIPALS.	IN CHAIR.	G.C. RANK.
James W. Mathews	1907	P.A.G.D.C.
Albert Le Fre.	1908	—
Herbert Chenery	1909	—

Address of Scribe E.—
14, Rostrevor Road,
Fulham, S.W.

BOHEMIAN LODGE, No. 3294.

Consecrated 1908.

Held at Masonic Chambers, 9, Hamilton Street, Birkenhead, on the fourth Friday in January, February, March, April, September, October, and November.

Installation in April.

OFFICERS, 1910-11.

W. S. Tafner, P.P.G.Std., Ches.	W.M.
H. Mathison	S.W.
Dr. H. Keays Bentley, P.P.G.Std., Ches.	J.W.
W. J. Kerr, P.G.Treas., W.L.	Treasurer.
W. Jones	Secretary.
F. Collier	S.D.
R. F. Goffin	J.D.
J. C. Cross	I.G.
Rev. S. Gasking, P.P.G., Chap., Ches.	Chaplain.
A. J. Thompson, P.P.G.W., Ches.	D.C.
G. Matheson	A.D.C.
G. R. Jones, P.M.	Almoner.
J. F. Swift, P.P.G.O., Ches.	Organist.
E. Wighton	Ass. Sectry.
Horace Go din	Steward.
J. Scott, P.P.G., S. of W.	Tyler.

	WHEN	
PAST MASTERS.	W.M.	G.L. RANK.
A. G. Thompson	1908	{ P.P.G.W., Cheshire.
H. R. Romer	1909	{ P.J.G.D., Cheshire.

Address of Secretary—
W. Jones,
34, Cable Street,
Liverpool.

PROSCENIUM LODGE, No. 3435.

Consecrated 1910.

Held at the Town Hall, King's Road, Chelsea, S.W., on the first Tuesday in March, April, May, June, July, August, September, and October.

Installation in March.

OFFICERS, 1910-11.

Albert Le Fre.	W.M.
W. H. Atlas	S.W.
Frank Hardie	J.W.
Wolfe S. Lyon, L.R., A.G.P.	Treasurer.
Charles J. Doughty	Secretary.
Monte Bayly	S.D.
Andie Caine	J.D.
F. H. Pedgrift	I.G.
Harry Bawn	D.C.
Erne Warsaw	Organist.
Dan Lipton, J. T. W. Grant, Cecil H. Phillips, Ben Whiteley	Stewards.
J. H. McNaughton	Tyler.

Address of Secretary—
14, Rostrevor Road,
Fulham, S.W.

DRAMATIC MARK LODGE, No. 487.

Consecrated 1895.

Held at Mark Masons' Hall, Great Queen Street, London, W.C., on the second Thursday in February, fourth Thursday in March, and the second Thursday in October, November, and December.

Installation in December.

OFFICERS, 1910-11.

W. Hotten George	W.M.
W. J. Keen	I.P.M.
W. H. White	S.W.
Chris Hilton	J.W.
J. H. Ryley	M.O.
Alfred Ellis	S.O.
James Powell	J.O.
Charles Cruikshanks	Treasurer.
Clarence Sounes	R. of M.
Will Sparks	Secretary.
Ludwig Simon	S.D.
Tom Clare	J.D.
Douglas Gordon	I.G.
Rev. C. E. L. Wright	Chaplain.
W. H. Roberts (Atlas)	1st Steward.
C. Wyndham-Quin	2nd Steward.
F. Banchini	Tyler.

	PAST-MASTERS.	G.L. RANK.
Harry Nicholls	1895-6	P.G.Std.B.
Rev. C. E. L. Wright	1896-7	P.G.C.
Charles Cruikshanks	1897-8	—
W. A. Tinney	1898-9	—
Harry Nicholls	1899-1900	P.G.Std.B.
H. G. Danby	1900-1	—
W. J. Holloway	1901-2	—
Herbert Leonard	1902-3	—
Thomas Fraser	1903-4	P.G., Treasr.
E. H. Paterson	1904-5	—
The Rt. Hon. the Lord Athlumney	1905-6	P.G.W.
A. G. Duck (D.M.)	1906-7	—
Clarence T. Coggin	1907-8	—
J. E. Hambleton	1907-8	—
G. A. Keen	1908-9	—
W. J. Keen	1909-10	—

THEATRICAL ORGANISATIONS.

THE ACTORS' ASSOCIATION.

(INCORPORATED UNDER THE COMPANIES ACTS, 1862 TO 1900.)

IN reviewing the work and progress during the year 1910 of the only organised body the actors now possess—the Actor's Union, it will be remembered, quietly expired towards the end of 1909—one may feel that hopes perhaps have not been fulfilled and policies not pursued; but progress towards strengthening the Association has undoubtedly been made, and the year ended with an increased membership roll and a larger balance at the bank. At the end of the previous year the Association was deep in the throes of the important question of the return of the actor-managers. The Council, divided amongst themselves on this constitutional question, with which they should not perhaps have dealt without first consulting the members, had made certain advances towards inviting the managers to return, which, as it happened, were approved at the general meeting held at Terry's on January 25. But a curious position then was revealed. Those present at the meeting passed a resolution in which the action of those members of the Council who had asked the actor-managers to return to the Association as members was approved; but the voting for the election of the new Council—a voting which, complete before the meeting opened, was not permitted by the articles of the Association to be dealt with until the meeting had appointed four scrutineers—this voting showed those who were opposed to the return of the actor-managers to be elected to the Council with a majority. It was a somewhat farcical situation, for the anti-managerial party had gone to the election on the clear issue of the managers and had been returned in the majority, while the general meeting favoured a different policy, and by resolution bound the Council to follow its view. The result of this was that Mr. Cecil Raleigh, the leader of the anti-managerialists, resigned his seat. The replies of some of the actor-managers to the Council's invitation to return were interesting. Sir Herbert Tree wrote :—

I have consulted with several of my brother-managers, and I find the general feeling is very much as I hinted in my letter of December 28 to Mr. Hayden Coffin. They share my views as to their willingness to help the Association in any way that may be considered desirable and practical.

Personally, I feel that it would be my duty and pleasure to be of service to the Association, but at present I am not clear as to whether we can serve the Association better as members or as outside supporters. I think that we should be a drag rather than a help if it is proposed to conduct the Association as a Society in the nature of a Trades Union, which it is perfectly conceivable may be a sound policy. I cannot help thinking that it would be desirable in the meantime that the membership of the Association should be extended, and when the newly elected Council shall have made up its mind as to the precise policy which shall govern its action, it will then be well to have a straight talk and come to a definite understanding. I am aware that this course may be some time in shaping, but hold myself at all times at the disposal of the Association to whose deliberations and achievements I wish every success.

I have just read some statements with reference to a conversation which Mr. Derwent had with me as to a £2 minimum wage. It may be well that I should take this opportunity of dotting the "i's" of this conversation. Mr. Derwent asked whether in my opinion there would be an objection to a £2 minimum wage. I replied that it did not seem to me that such a proposal would encounter the opposition of managers. In doing this I referred to actors taking speaking parts in London theatres. It appears inevitable, alas— that in any calling there should exist a struggling mass who cannot by the divine right of living ensure to themselves a living wage. This applies equally to the Bar, Medicine, and all other professions and crafts for which apprenticeship is needed. I have just referred to the salary sheet of this theatre, and find that no actor or actress with a speaking part at the present moment here receives less than the minimum named.

Mr. George Alexander wrote he "would be very pleased to be of any service to the Association." He also made the suggestion that the Association should look forward to the time "when it would be in the position to pay for legal and medical advice for its members." Mr. Charles Hawtrej courteously declined the invitation,

His argument was that the Association should be entirely free from the influence of managers, big or small. Mr. F. R. Benson expressed his willingness to join, provided he was not thereby pledged to support any trade union policy. Mr. Martin Harvey expressed his willingness to rejoin. Since then several of the actor-managers have again become members of the Association.

THE STANDARD CONTRACT.

In June the Council issued a Standard Contract which had much to commend it. Far from being extreme in stating the actors' requirements to establish a good working system, it was quite moderate. In the main points it agreed with the contract drawn up by the Council during the preceding year, the few points of difference being that the provision to the effect that no artist should be engaged to play a speaking part in the play or plays to which the contract referred at a salary of less than £2 a week was omitted, and the provision relating to rehearsals was altered. The new contract defined a week's work as six performances; provided for payment for rehearsals at the rate of £1 a week for those engaged at a salary of £5 a week or under—though why it was supposed that the actor earning more than £5 a week should not be paid for rehearsals was not explained—and did not recognise the fortnight's notice on either side. It also provided that any dispute arising out of the agreement should be settled by a board of arbitration. The contract, however, did not meet with a sympathetic reception at the hands of the managers' associations. The Society of West End Theatre Managers rejected it, for instance, on the ground that the majority of managers had their own form of contract. In spite of such rebuffs, however, the necessity for a standard form of contract remains, and the Association may well keep the provisions of the one their Council—after much careful consideration—have evolved before them in the optimistic spirit that its general adoption—possibly in a slightly altered form after consultation with the managerial bodies—is 'only a matter of time.

The Standard Contract is as follows:—

MEMORANDUM OF AGREEMENT.

Made between
 hereafter called the Manager of the one part, and
 hereinafter called the Artist of the other part. The Manager engages the Artist for.....
 or such parts as the Artist may be cast for
 (and to understudy any parts herein specified required by the Manager for) a tour in Great Britain and Ireland, the Channel Islands, and the Isle of Man, to commence on the 19.....

such engagements to be
 that no season, run, or tour shall be terminated at less than a fortnight's notice. The Manager hereby agrees to pay all travelling expenses from London during tour, and to London at the termination of this agreement. The return fares shall not be paid by the Manager if the Artist breaks his or her contract. In consideration of which the Manager agrees to pay to the Artist during the continuance of this Agreement a weekly salary of £..... for six performances, and one twelfth for every additional performance, and one-sixth for every flying matinée, which salary shall be paid on Friday night in each week up to and including that night.

Payment for Rehearsals. All Artists engaged at a salary of £5 per week or under to receive salary at the rate of £1 per week from the date of first rehearsal to the date of first performance. Payment of all salaries shall be subject to playhouse pay.

The Artist is engaged exclusively for the Manager, and during the continuance of this Agreement will not perform, sing, dance, recite, or otherwise exercise his or her talent on week-days publicly either for his or her benefit, remuneration, or advantage, or for that of any other person or persons or other Theatre Company, Club, Institution, or Establishment (although not thereby prevented from fulfilling her or his engagement with the Manager), without having first obtained the permission in writing of the Manager.

The Manager shall provide all Special and Character Costumes. The Artist to provide all Modern Wardrobe (except when otherwise agreed).

The Artist agrees to the Rules and Regulations annexed to this Agreement, which shall be deemed to form part of same.

It is further agreed that any dispute arising out of this Agreement shall be settled by Arbitration. The Arbitrators to be appointed by the and the Council of the Actors' Association, whose decisions shall be final

RULES AND REGULATIONS.

1. The Artist is required at all times during the tour to travel by the train or steamer conveying the Company, and in the carriage assigned by the Manager or his representative for the time being, and any infringement of this Rule will entail on the Artist cost of railway fare. No strangers, friends, or any person not being a member of the Company, shall (without permission) travel in any carriage or compartment which is reserved for the Company. A reasonable amount of private luggage will be allowed.

2. The inability of any Artist to attend to his or her professional duties arising from illness is to be communicated as early as possible by notice, in writing, accompanied by a medical certificate, to the Manager or his representative, who is not liable to pay salary or any part thereof during the period of such absence, and should such absence exceed two weeks the engagement may be cancelled at the option of the Manager.

3. Any person not attending to perform his or her duties except in case of illness shall at option of the Manager forfeit one week's salary or his engagement.

4. All parts and music written or printed shall be returned to the Manager in good condition (reasonable wear and tear allowed), whenever notice to that effect is put up, and if not so returned forthwith the value thereof or cost of making good any damage thereto will be charged to the Artist. No Artist shall part with any MS., or typewritten parts, or prompts, or music, the property of Manager, or copy or allow copies to be made thereof.

5. Notices from the Manager posted at the Stage Door will be held to be valid notices, and each Artist shall enter his or her address in the General Address Book kept for the purpose.

6. No Artist is to go into the front of the Theatre, or to address the audience, or to bring anyone not engaged into the Theatre behind the scenes, or into the dressing-rooms, without the permission of the Manager, or his duly authorised representative for the time being.

7. The Artist to accept and occupy the dressing-rooms and position in same assigned to him or her by the Manager or his representative, whose decision shall be final.

8. The Artist to obey all the proper and lawful Rules and Regulations of the Theatre in which the Company is for the time being performing, and not to do any act whereby the Manager may incur any liability to the Resident Management or any other person.

Dated this day of 19.....

Signed

N.B.—This Agreement should be signed over a Sixpenny Postage Stamp, or stamped with an Inland Revenue Stamp, within 14 days of the date of signing.

SOME ACTIVITIES OF THE ASSOCIATION.

During the year the Association made representations to the London County Council on the desirability of all theatrical and variety agencies being licensed, and its action, combined with that of the Variety Artists' Federation and other bodies, no doubt helped to bring about the very desirable legislation which, as from January 1, 1911, brought agents in the County of London under the control of the L.C.C. The Association further supported the demands made for the single license, mainly, no doubt, considering the interests of those of its members who play in sketches. Its support took the form of a letter to the Lord Chamberlain. It also joined with other representative bodies in protesting against places of cinematograph entertainment being allowed to open on Sundays for purposes of profit.

Of the general routine work of the Council—work which claims many hours' service from those who generously serve the Association as councillors—one can speak in terms of high praise. Only those who have been present at Council meetings on Tuesday afternoons know with what thoroughness this detail work is carried out.

In a sort of anticipatory spirit a "coming of age" dinner was held by the Association on December 4 at the Criterion Restaurant. The Association was born in Manchester in 1891; but the fact that its birth was being ante-dated for the purposes of this function in no way lessened the interest in it. About 250 sat down, with Sir Herbert Tree in the chair. The Chairman made a strong appeal for unity, and outlined a scheme for the bringing together under one roof all managerial bodies, the Actors' Association, and the various professional charities and funds. Touching, in passing, on the Standard Contract, Sir Herbert expressed himself in favour of the clause relative to payment for rehearsals. Mr. George Alexander also referred to the contract in terms which gave those present to understand that something satisfactory to all parties might be arrived at with the A.A. Contract as the basis of discussion. Other speakers were Mr. H. B. Irving, Mr. Arthur Bouchier, Mr. Robert Courtneidge, Mr. Hayden Coffin, Mr. Henry Ainley, Mr. Comyns Carr, Mr. R. A. Greene, and Mr. Donald Armour.

During the year the Association took a strong hand against "bogus" managers by posting in its rooms the names of defaulting managers, or managers who had

failed to fulfil their obligations to their companies. This, no doubt, has had a very salutary effect and has prevented members from accepting engagements with irresponsible managers. In December, on the Council's invitation, Sir Herbert Tree accepted the position of President, and Mr. George Alexander, Mr. J. Martin Harvey, and Mr. H. B. Irving, those of Vice-Presidents. The positions of President and Vice-Presidents do not, however, carry membership of the Council as they did prior to 1907. The Association is governed by a Council of twenty-five members, who are elected annually.

COUNCIL.

The following were the Council for 1910.—Messrs. Frederick Annerley, F. J. Arlton, Lewis Casson, Cyril Cattley, C. Hayden Coffin, C. F. Collings, C. A. Collins, Basil Dean, F. H. De Quincey, Clarence Derwent, Richard A. Greene, J. Poole Kirkwood, Henry Le Grand, Murri Moncrieff, Edward Morgan, Frederick Morland, Robson Paige, Henry Pettitt, Langford Reed, and Chris Walker; Misses Rose Cazalet, Beatrice Chester, Mildred Cottell, Joan Pereira, and Vita Spencer.

Entrance fee, 5s. Annual subscription, payable January 1, 15s., or 4s. 6d. quarterly. The subscription for those elected after April in any year is 4s. 6d. quarterly for the remainder of that year. The election of members is vested in the Council. Offices, 32, Regent Street, W.C.

THE THEATRICAL MANAGERS' ASSOCIATION.

The Theatrical Managers' Association has 103 members, who represent about 250 theatres.

President: Sir Herbert Beerbohm Tree.

Vice-Presidents { Mr. J. B. Mulholland.
 { Mr. Edward Terry.

The Council, which is elected annually, is divided into four sections, as follows (1910):—

COUNCIL.

LONDON.

Mr. Arthur Bouchier.
Mr. Seymour Hicks.
Mr. H. B. Irving.
Mr. Cyril Maude.

Sir Herbert Tree.
Mr. Edward Terry.
Mr. Fred Terry.

SUBURBAN.

Mr. Robert Arthur.
Mr. H. G. Dudley Bennett.
Mr. Fred Fredericks.

Mr. J. B. Mulholland.
Mr. Fredk. Melville.
Mr. Ernest Stevens.

PROVINCIAL.

Mr. T. H. Birch.
Mr. Milton Bode.
Mr. J. W. Boughton.
Mr. J. M. Chute.
Mr. Sidney Cooper.
Mr. Otto Culling.
Mr. E. J. Domville.
Mr. E. Dottridge.
Mr. J. F. Elliston.
Mr. Charles Elphinstone.

Mr. John Hart.
Mr. W. W. Kelly.
Mr. Egbert Lewis.
Mr. F. Mouillot.
Mr. W. B. Redfern.
Mr. R. Redford.
Mr. H. W. Rowland.
Mr. F. W. Wyndham.
Mr. F. Warden.

TOURING.

Mr. Walter Melville.
Mr. Tom Craven.

Mr. M. V. Leveaux.
Mr. T. C. Wray.

The annual general meeting takes place the last Tuesday in January.

Secretary: Mr. Herbert Blackmore, 11, Garrick Street, London, W.C.

THE SOCIETY OF WEST END THEATRE MANAGERS.

The Society of West End Theatre Managers consists of twenty-one members, including two hon. members, Sir Squire Bancroft and Sir John Hare.

President, Mr. George Alexander; Vice-Presidents, Sir Charles Wyndham, Sir Herbert Tree, and Mr. George Edwardes; Members, Mr. George Alexander, Sir Squire Bancroft, Mr. Arthur Bourchier, Mr. Arthur Chudleigh, Mr. Arthur Collins, Mr. Robert Courtneidge, Mr. Frank Curzon, Mr. Tom B. Davis, Mr. George Edwardes, Mr. Charles Frohman, Mr. J. M. Gatti, Mr. William Greet, Sir John Hare, Mr. Frederick Harrison, Mr. Gerald du Maurier, Mr. Edward Terry, Sir Herbert Tree, Mr. Herbert Trench, Mr. J. E. Vedrenne, Mr. Lewis Waller, and Sir Charles Wyndham.

Meetings are held on the first Wednesday of each month. The Committee meet when required.

The theatres controlled by the members are:—Adelphi, Apollo, Comedy, Criterion, Daly's, Drury Lane, Duke of York's, Gaiety, Garrick, Globe, Haymarket, His Majesty's, Lyric, New, Prince of Wales's, St. James's, Shaftesbury, Terry's, Vaudeville, and Wyndham's.

Managing Director and Secretary, Mr. J. E. Vedrenne, 52, Shaftesbury Avenue, W.C. Telephone: Gerrard 93.

TOURING MANAGERS' ASSOCIATION.

The Touring Managers' Association, Limited, was formed in March, 1900, by a number of leading touring managers, to advance and protect the interests of touring managers, and by the promotion of a system of arbitration to endeavour to avoid litigation between managers and artists.

The Association has one hundred and fifteen members. The Committee, which is elected annually, consists of twenty-seven members. The present Committee is as follows:—President, Mr. Wentworth Croke; Chairman, Mr. M. V. Leveaux; Vice-President, Mr. E. Graham Falcon; Honorary Treasurer, Mr. J. Bannister Howard; Honorary Solicitor, Mr. W. Muskerky-Tilson, 26, Southampton Street, W.C.; Mr. A. Clifton Alderson, Mr. Cecil Barth, Mr. Arthur Bertram, Mr. George Edwardes, Mr. William Greet, Mr. W. H. Hallatt, Mr. William Holles, Mr. Percy Hutchison, Mr. W. W. Kelly, Mr. G. B. Lambert, Mr. H. A. Langlois, Mr. E. Lockwood, Mr. Lauderdale Maitland, Mr. F. Leslie Moreton, Mr. Walter D. Nicoll, Mr. Norman V. Norman, Mr. Ernest E. Norris, Mr. Alfred Paumier, Mr. G. Brydon-Phillips, Mr. G. M. Polini, Mr. Herbert Ralland, Mr. Edward Terry, Mr. Brandon Thomas, Sir Herbert Beerbohm Tree, Mr. John Tully, Mr. Frank Weathersby, and Mr. G. Carlton Wallace. Secretary, Mr. M. Martin.

During the past year the Committee have dealt with many questions, such as the usual railway difficulties, and disputes between members and resident manager.

An important arbitration case was satisfactorily settled.

Mr. W. Muskerky-Tilson, Hon. Solicitor, gave advice to a large number of members.

Address, 5, Wardour Street; W.

THE THEATRES ALLIANCE.

This Association was formed in the year 1894, under the name of the Suburban Managers' Association. The membership was originally limited to suburban managers, but, it being found desirable to extend the sphere of usefulness of the Association, the scope was enlarged by making eligible for membership all proprietors, lessees, licensees, directors, and responsible managers of theatres receiving touring companies. The name was changed to the present one in 1908.

The objects of the Association are, *inter alia*, the discussion and settlement by arbitration or otherwise of matters of common interest to theatrical managers or proprietors; the affording to members a central means for inter-communication and encouragement, by meetings or otherwise, of the direct exchange of opinions and ideas regarding theatres; the taking when necessary of concerted action and the institution or defence of proceedings legal or otherwise.

The officers of the Alliance are :—President, Mr. Wentworth Croke ; Vice- President, Mr. Ernest Stevens ; Hon. Treasurer, Mr. H. G. Dudley Bennett ; Hon. Auditors, Messrs. W. Melville and W. Bailey ; Hon. Secretary, Mr. J. Moverley Sharp, Criterion Chambers, Jermyn Street, S.W.

The members meet every month at Criterion Chambers, Jermyn Street, S.W., on the second Tuesday in the month to discuss and deal with any matters of general or particular interest that may arise.

In 1905 a fund was established to enable the society to assist its members by taking up cases of interest and moment to the general body, either on a defensive or offensive basis, which fund is contributed to by members on an agreed scale. The Alliance is in touch with and works in harmony with the other theatrical associations.

The Alliance instituted the standard form of contract between resident and touring managers now accepted by the other associations. Reduced and inclusive insurance rates are obtainable for members.

During the year 1910 the Alliance elected a sub-Committee to consider the Report of the Joint Committee of the House of Lords and the House of Commons on Stage Plays (Censorship) and Licensing. The sub-Committee in their Report, which was approved by the general meeting on July 12, took exception to the clause which states that if a theatre license has been endorsed three times within five years it should be liable to forfeiture by the Court, arguing that the temporary lessee, touring manager, or whoever might be the delinquent through whose fault the license might be endorsed should be punished, and not the owners, mortgagees, or shareholders. They also agreed with the principle of the single license, and with the recommendations as to the optional licensing of stage plays, but with regard to the latter, suggested that the licenses should be issued to the authors instead of to the managers.

Among the important matters also dealt with by the Alliance during 1910 was that of stage plays in clubs. A circular letter was addressed to the dramatists who were members of the Society of Authors, asking them to give an undertaking not to license a play to any club, except legitimate amateur dramatic clubs, until the expiration of five years from the date of its first representation in the provinces subsequent to its production in London, a measure obviously intended to protect the interests of the touring and resident managers.

The Alliance numbers about 50 members, who control upwards of 80 theatres.

Applications for membership should be made to the Hon. Secretary at the offices as above. Subscription : one guinea per annum for each theatre in respect of which a member is registered.

ACTORS' BENEVOLENT FUND.

The object of the Actors' Benevolent Fund, which was established in 1882, is to help, by allowances, gifts, and loans, old or distressed actors and actresses, managers, stage managers, and acting-managers, and their wives and orphans.

The President is Sir Charles Wyndham. The Vice-Presidents are Sir Herbert Beerbohm Tree, Mr. George Alexander, and Mrs. D'Oyly Carte. Mr. Harry Nicholls is Hon. Treasurer, and Sir Charles Wyndham, Mr. Edward Terry, and Sir Herbert Beerbohm Tree the Hon. Trustees.

The Executive Committee are as follows :—

Mr. Morris Abrahams.	Mr. J. Bannister Howard.	Mr. Sydney Paxton.
Mr. J. D. Beveridge.	Mr. S. Major Jones.	Mr. Lionel Rignold.
Mr. E. H. Bull.	Mr. Cecil King.	Mr. Algernon Syms.
Mr. Robert Courtneidge.	Mr. Cyril Maude.	Mr. A. B. Tapping.
Mr. Charles Cruikshanks.	Mr. Akerman May.	Mr. Edward Terry.
Mr. A. E. George.	Mr. M. R. Morand.	Mr. Arthur Williams.
Mr. A. Holmes Gore.	Mr. Harry Nicholls.	Mr. Frederick Wright.

Actors' Saturday, held for the benefit of the Fund, is held on the last Saturday in January. The Secretary of the Fund is Mr. C. I. Coltson, and the offices are at 8, Adam Street, Strand.

The annual dinner was held on December 11, 1910, at the Hotel Metropole, with Sir Herbert Tree in the chair. The subscription list amounted to over £1,400.

THE ACTORS' ORPHANAGE FUND.

This Fund, founded in 1896 by Mrs. C. L. Carson, has for patrons the King and Queen and the Princess Royal. Mr. Cyril Maude is the President, having been elected to that position on the death of the late Sir Henry Irving, the Fund's first President. Vice-Presidents are Miss Carlotta Addison, Lady Bancroft, Mrs. C. L. Carson, Miss Winifred Emery, Miss Ellen Terry, Lady Tree, Mr. George Alexander, Mr. Edward Terry, and Sir Herbert Beerbohm Tree. Trustees are Mr. Arthur Boucher, Mr. Charles Cruikshanks, and Mr. Harry Nicholls. Hon. Treasurer, Mr. C. Aubrey Smith, and Hon. Secretary, Mr. A. J. Austin. The offices of the Fund are at THE STAGE Offices, 16, York Street, Covent Garden, London, W.C.

EXECUTIVE COMMITTEE.—Mr. Henry Ainley, Miss Lena Ashwell, Miss Ada Blanche, Mr. Arthur Boucher, Miss Lilian Braithwaite, Rev. Arthur Brinckman, Miss Phyllis Broughton, Mr. Charles Cruikshanks, Miss Sydney Fairbrother, Miss Vane Featherston, Miss Helen Ferrers, Mr. D. Lyn Harding, Miss Constance Hyem, Mrs. Mangles, Mr. Harry Nicholls, Miss Cicely Richards, Mr. Fred Terry, Mr. Sydney Valentine, Miss Irene Vanbrugh, Miss May Warley, Mr. J. Fisher-White, and Mrs. Fred Wright.

The aim of the Fund is to board, clothe, and educate destitute children of actors and actresses, and to fit them for useful positions in after life.

DEFINITION OF DESTITUTE CHILDREN.—By destitute children is meant—

- (a) A fatherless and motherless child.
- (b) A child, of whom one parent is dead, or incapacitated; the other living, but unable to support it.
- (c) A child whose father is permanently and entirely unable, by reason of mental or physical affliction, to contribute to the support of the child, the mother living but unable to support it.

The Orphanage Homes are at 32 and 34, Morland Road, East Croydon.

At the end of 1910 the Fund was supporting forty-three children, nine of whom were admitted during 1910.

ACTORS' DAY.

The initiation of Actors' Day took place on Thursday, October 18, 1906.

The annual collection falls on the third Thursday in October in each year.

Conditions.—All who contribute one night's salary, or fees, once a year are on the register. Actors, actresses, authors, managers, whether actor-manager, theatre manager, touring manager, business or acting-manager, or stage manager, are eligible. The Fund helps no one who is not on the register. All not playing on Actors' Day, but who have, in previous years, when playing, contributed their night's salary, will remain on the register, provided they notify the Committee of the fact. Those on the register may apply for benefit. The Committee may authorise grants or loans to contributors, in case of sickness or urgent need. The annual general meeting was held in June, 1910, but in order to bring it in close proximity with the date of the collection, another meeting was held on October 18 at the St. James's. The year's accounts as from October, 1909, to September 30, 1910, showed contributions of £260 11s. 2d. The assets of the fund were returned at £1,020 15s. 1d.

Trustees: Sir George Lewis, Bart., Sir Squire Bancroft, and Mr. George R. Sims.

The Advisory Board stands as follows:—

Chairman, Mr. Henry Ainley.	Deputy Chairman, Mr. Sydney Valentine.	
Mr. Blake Adams,	Mr. Kenneth Douglas,	Mr. H. A. Saintsbury,
Mr. George Alexander,	Mr. J. Forbes-Robertson,	Mr. E. Lyall Swete,
Mr. Cecil Barth,	Mr. C. T. H. Helmsley,	Mr. Brandon Thomas,
Mr. C. Hayden Coffin,	Mr. Laurence Irving,	Sir Herbert Tree,
Mr. Burton Cooke,	Mr. Walter Maxwell,	Miss Beatrice Wilson.
Mr. Alfred Denville,	Mr. W. H. Rotheram,	

Hon. Secretary, Mr. A. E. Drinkwater, Dudley House, 37, Southampton Street, London, W.C.

ROYAL GENERAL THEATRICAL FUND.

The Royal General Theatrical Fund was instituted January 22, 1839, and incorporated by Royal Charter January 29, 1853. It is for the purpose of granting permanent annuities to actors, actresses, chorus singers, dancers, and prompters; also acting managers, stage managers, treasurers, and scenic artists. Any member who has regularly contributed to its funds for the term of seven years, at any time afterwards, on becoming incapacitated by accident or infirmity from exercising his or her duties, is entitled to receive such annuity for life as the annual available income of the funds shall from year to year afford; such annuity to be, in each case, calculated and apportioned according to the class of subscription which the member has adopted and paid.

If any member die at any period after the commencement of his or her membership, the sum of ten pounds is allowed and paid out of the funds for funeral expenses.

Trustees, Mr. Alfred de Rothschild, C.V.O., Sir Squire Bancroft, Mr. George Alexander. Directors, Mr. George Alexander, Mr. Lewis Casson, Mr. Henry Cooper Cliffe, Mr. Charles K. Cooper, Mr. Robert Courtneidge, Mr. Tom Craven, Mr. Dillon Croker, F.S.A., Mr. Arthur Curtis, Mr. Alfred H. Elliott, Mr. Henry Evill, Mr. Douglas Gordon, Mr. Edmund Gwenn, Mr. Herbert B. Hays, Mr. H. B. Irving, Mr. M. R. Morand, Mr. Lionel Rignold, Mr. Charles Rock, Mr. Bassett Roe, Mr. F. Percival Stevens, Mr. A. B. Tapping, Mr. Hubert Willis. Hon. Treasurer, Mr. Edward Terry. Secretary, Mr. Charles Cruikshanks, Savoy House, 115-116, Strand, W.C. Office Hours, Tuesdays and Fridays, 11 to 4.

THEATRICAL LADIES' GUILD.

Founder, Mrs. C. L. Carson; President, Miss Fanny Brough; Vice-Presidents, Mrs. Edward Compton, Miss Carlotta Addison; Members of the Executive Committee, Miss Lena Ashwell, Lady Burnand, Mrs. Alfred Bishop, Miss Phyllis Broughton, Miss Lillian Braithwaite, Mrs. E. H. Bull, Miss Ada Blanche, Miss Compton, Mrs. John Douglass, Miss Vane Featherston, Miss Helen Ferrers, Mrs. A. E. George, Mrs. Syngé Hutchinson, Mrs. Ernest Hendrie, Miss Sophie Harriss, Miss Clara Jecks, Miss Lindsay Jardine, Miss Eva Moore, Miss Wynne Matthison, Miss Alma Murray, Mrs. Raleigh, Miss Cicely Richards, Miss Louise Stopford, Miss Irene Vanbrugh, Mrs. Fred Wright, Miss May Whitty, Miss Frances Wetherall, and Miss May Warley.

Every member to pay not less than 1s. per year, and to contribute 1s. or more towards buying material. The Guild helps mothers (members of the theatrical profession) during the period of their maternity by a complete outfit for mother and child, in special cases doctors' and midwives' fees being paid. The Guild also provides second-hand clothing for stage purposes and for private wear to the poorer members of the profession. Ladies not connected with the theatrical profession can be elected as honorary members on payment of a donation not less than 2s. 6d. They can then attend the weekly Bee meetings, the annual general meeting, and all social functions in connection with the Guild; but they have no voting powers.

The annual general meeting was held at the St. James's on December 9, Miss Fanny Brough, the President, occupied the chair, and the Badges to the successful Bee workers were presented by Lady Hulse.

The Guild is allied to the Needle and Thimble Guild, Edinburgh, and the Stage Needlework Guild, which annually contribute clothing and sums of money.

Bee meetings every Friday, 3 p.m. to 5 p.m.

Secretary, Miss Hammond. Offices: 90, Great Russell Street, Bloomsbury, London, W.C.

ACTORS' CHURCH UNION.

The object of the Actors' Church Union is to endeavour to make special provision to meet the spiritual needs of those members of the Church who are engaged in the dramatic profession.

The chaplains (nominated by the President with the approval of the Bishop of the Diocese) endeavour to render any service in their power to the theatrical

members of the Union, and are glad to be notified of any case of illness or other emergency which may need their help.

The Actors' Church Union is in no sense a mission to the stage. It does not regard actors and actresses as in any way different from other people, nor as needing any "special treatment." It looks upon them simply as members of the Church who, on account of the constant travelling which their profession involves, are deprived of many of those spiritual advantages which are enjoyed by other Churchmen whose mode of life permits them to have a fixed place of residence and to attend some particular church.

In London the Union in many instances, through its chaplains, has been able to co-operate with the Theatrical Ladies' Guild and the Music Hall Ladies' Guild in looking after cases of distress.

One special feature of the work of the A.C.U. is the lodging-house register, containing addresses in the various towns recommended by the local chaplains. The register is published in the A.C.U. Directory, and is issued to all members.

The Union also attempts to organise something in the way of entertainment and friendly social intercourse to alleviate the monotony of life on tour.

Any member of the dramatic profession may become a member of the A.C.U. on payment of an annual subscription of one shilling, which is required to defray the printing and postage expenses connected with the Union.

President, the Right Rev. the Lord Bishop of Southwark; Vice-President and Chairman of Committee, Rev. Prebendary Pennefather, Vicar of Kensington; Vice-Presidents, Right Rev. the Lord Bishop of London, Right Rev. the Lord Bishop of Birmingham, Right Rev. the Lord Bishop of Ripon, Right Rev. the Lord Bishop of Glasgow, Right Rev. the Lord Bishop of Argyll and the Isles, Right Rev. the Lord Bishop of Southampton, Right Rev. the Lord Bishop of Burnley, Right Rev. the Lord Bishop of Hull, Sir Charles Wyndham, Sir Herbert Tree, Mr. Robert Arthur, Mr. Edward Compton, Mr. Ben Greet, Mr. Martin Harvey, Mr. H. B. Irving, Mr. Charles Manners, Mr. Cyril Maude, Mr. Edward Terry; Committee, Rev. W. Alington, Rev. J. Stephen Barrass, Rev. Wm. Cree, Rev. H. F. Davidson, Rev. Wynn Healey, Rev. Thomas Varney, Mrs. H. R. Gamble, Mrs. Donald Hole, Miss C. Chambers, Miss Emily Clarke, Miss Louise Stopford, Miss Lillian Baylis, Miss Lillian Braithwaite, Miss Phyllis Broughton, Mr. Charles J. Cameron, Mr. Charles Allen, Mr. Charles Coborn, Mrs. Carson, Mrs. Edward Compton, Miss Winifred Emery, Miss Harriet Greet, Mr. Fewlass Llewellyn, Miss Eva Moore, Mr. Chris. Walker, Mr. Duncan Young; Organising Secretary, Rev. Donald Hole, 14, Milton Road, Highgate, N.; Hon. Treasurer, Mr. G. Munro Miller, Barton St. Mary, East Grinstead, Sussex; Hon. Lady Correspondent and Visitor, Miss Clarke, 32, Eardley Crescent, Earl's Court, S.W.

ACTRESSES' FRANCHISE LEAGUE.

This League was founded by Mrs. Forbes Robertson, Miss Winifred Mayo, Miss Sime Seruya, and Miss Adeline Bourne. The League now numbers over 450 members. On November 13, 1910, the League joined the Women Writers' Suffrage Society in giving a benefit *matinée* for their joint funds at the Aldwych.

Mrs. Forbes Robertson is the President of the League, and the Vice-Presidents are Mme. Marie Brema, Miss Lillian Braithwaite, Mrs. Langtry, Miss Decima Moore, Miss Eva Moore, Miss Lillah McCarthy, Mrs. Fredenck Mouillot, Miss Elizabeth Robins, Mrs. Madeline Lucette Ryley, Miss Beatrice Forbes Robertson, Miss Irene Vanbrugh, Miss Violet Vanbrugh, Mrs. E. S. Willard, and Mrs. Theodore Wright. The Executive Committee are:—Miss Bensusan, Miss Di Forbes, Miss Bessie Hatton, Miss Sydney Keith, Miss Winifred Mayo, Miss Lillah McCarthy, Miss Decima Moore, Miss Eva Moore, Mrs. Madeline Lucette Ryley, Miss Hilda Wauton, and Miss May Whitty (Mrs. Ben Webster). Among the members are Miss Ellen Terry, Miss Fanny Brough, and Miss Compton. The Hon. Secretary is, Miss Adeline Bourne, and the offices are at 2, Adelphi Terrace House, Robert Street, W.C., Telephone: City, 1214. The Hon. Treasurer is Mrs. J. B. Fagan; the Hon. Barrister, Mr. M. Campbell-Johnston, 2, Paper Buildings, Temple, E.C., and the Hon. Solicitor, Mr. A. C. T. Veasey, 8, Queen Street, E.C. Green and pink are the colours of the League.

PLAY PRODUCING SOCIETIES.

THE INCORPORATED STAGE SOCIETY.

This Society was founded in 1899 and incorporated in 1904. Council of Management:—Mr. J. M. Barrie, Dr. Antonio Cippico, the Hon. Everard Feilding, Sir Almeric W. FitzRoy, K.C.V.O., Mrs. Gordon-Stables, Mr. H. A. Hertz, Mr. Alderson B. Horne, Mr. E. J. Horniman, W. S. Kennedy, Mr. W. Lee Mathews, Mr. Gilbert Murray, Sir Sydney Olivier, K.C.M.G., Mrs. W. P. Reeves, Mr. G. Bernard Shaw, Mrs. Bernard Shaw, Mr. Charles Strachey, Mr. W. Hector Thomson (Hon. Treasurer), Mr. Bernard Watkin, Mr. Charles E. Wheeler, Mr. Frederick Whelen, Mr. Ernest E. S. Williams. Mr. A. E. Drinkwater, Secretary. Address, 36, Southampton Street, Strand, W.C. Telephone: Gerrard 6907.

The year's productions of this Society were as follows:—

February 13.—“A Lioness and Her Whelp,” play in one act, by Fred D. Barker; “The Way the Money Goes,” play in three acts, by Lady Bell Shaftesbury.

March 20.—“Count Festenberg,” “Life's Importance,” translated by Hugh de Selincourt, and “The Return,” three plays, by Felix Salter, presented under the collective heading of “Points of View,” Shaftesbury.

May 22.—“Champions of Morality,” comedy, in three acts, by Ludwig Thoma, translated by H. A. Hertz and Frederick Whelen, Aldwych.

June 5.—“Civil War,” comedy, in four acts, by Ashley Dukes, Aldwych.

December 4.—“Pompey the Great,” tragedy, in three acts, by John Massfield, Aldwych.

THE PLAY ACTORS.

This Society was formed in June, 1907, amongst several of the more active members of the Actors' Association. The objects of the Play Actors are:—

1. The production of the plays of Shakespeare and other poetical dramatists.
2. The introduction to the public of original plays by English authors.
3. The representation of adaptations of dramatic works by foreign authors.

From these it will be seen that the objects are in a degree similar to those of other play-producing societies, such as the Incorporated Stage Society, but they go further than these, for in their working details they are so arranged as to bring indirect benefit to the Actors' Association. The membership consists of two degrees—acting membership and ordinary or associate. Only professional players who are members of the Actors' Association are admitted to the first, and from these the various plays presented and produced are cast. Associates' subscription are as follows:—£2 2s., entitling the member to two seats (stalls) throughout the season; £1 1s., which carries one stall throughout the season, or two seats in the dress circle and upper circle alternately; and 12s. 6d., which carries one seat in the dress circle and upper circle alternately.

During the year 1910 the Play Actors produced the following:—

January 30.—“The Decent Thing,” one act play, by F. Willoughby; “Augustus in Search of a Father,” one act play, by Harold Chapin; “Peg Wooffington's Pearls,” one act play, by C. Duncan Jones and Dennis Cleugh; “The Last Stage,” one act play, by H. O. Hughes. Court.

February 20.—“The Marriage of Columbine,” play, in four acts, by Harold Chapin. Court.

March 20.—“The Gulf,” sketch, one act, by Affleck Scott; “The Frame,” sketch, one act, by Ronald Macdonald; “Miss Tassey,” play, one act, by Elizabeth Baker; “Cupid in Clapham,” fantasy, one act, by Elizabeth Baker. Court.

May 1.—“The Red Herring,” play, in four acts, by Ronald Macdonald. Court.

October 30.—“The Career of Henry Jones,” comedy, in prologue and three acts, by George Reston Malloch. Court.

November 20.—“False Dawn,” play, in three acts, by Morley Roberts and Henry Seton. Court.

December 16.—“The Verdict of the Majority,” one act play, by Neilson Morris; “Secrecy of the Ballot,” a polemic, in one act, by Elfrida and Clarence Derwent; and “Henry,” by Affleck Scott. Court.

The Council of 1910 were:—Mr. Fewlass Llewellyn (Chairman), Mr. Frederick Amerley, Miss Inez Beususan, Mr. Herbert Bunston, Mr. Cecil A. Collins, Mr. C. F. Collings, Mr. Clarence Derwent, Mr. A. M. Heathcote, Mr. A. S. Homeward, Miss Rose Mathews, Miss Winifred Mayo, Mr. Edward Rigby, Mr. Farren Soutar, Miss Frances Wetherall, and Mr. Jackson Wilcox.

Hon. Treasurer, Mr. A. M. Heathcote; Secretary, Miss Ruth Parrott, address, The Court Théâtre, Sloane Square.

The Council are willing to produce original works, when such plays have been approved by the Reading Committee. All MSS. should be sent to the Secretary of the Reading Committee, Mr. A. M. Heathcote, 40c, Harrington Gardens, S.W.

THE ENGLISH PLAY SOCIETY.

No plays produced during 1910.

Play Examiners and Producers:—Mr. W. Graham Browne, Mr. Philip Carr, Mr. W. L. Courtney, Mr. Hubert Druce, Mr. Arthur Hands, Mr. Tom Heslewood, Mr. Francis Howard, Mr. Herbert Jarman, Mr. Frank Lacy, Mr. Fred Lewis, Mr. Leen M. Lion, Mr. Boyle Lawrence, Mr. Eric Mayne, Mr. Lyddell Sawyer, Mr. Sydney Valentine. Treasurer, Miss J. A. Burton. Manager, Mr. Lyddell Sawyer, 1, Trafalgar Buildings, Charing Cross, W.C.

THEATRICAL CLUBS.

THE GARRICK CLUB.

The Garrick Club, Garrick Street, Covent Garden, was founded in 1831. Its objects are defined as follows:—"The Garrick Club is instituted for the general patronage of the drama, for the purpose of combining a club, on economic principles, with the advantages of a Literary Society, for bringing together the supporters of the Drama, and for the foundation of a theatrical library with works on Costume." The club possesses a large collection of theatrical portraits and other pictures, and theatrical relics. Secretary, Mr. Charles J. Fitch.

THE SAVAGE CLUB.

The Savage Club, 6 and 7, Adelphi Terrace, Strand, London, W.C., is for the association of gentlemen connected professionally with Literature, Art, Science, the Drama, or Music. Trustees:—Mr. E. G. Ravenstein, Mr. A. Gordon Salamon; Sir W. Purdie Treloar, Bart. Committee:—Col. W. J. Bosworth, Mr. E. J. Steegmann, Mr. H. J. Montgomery, Mr. Conrad W. Cooke, M.Inst.E.E., Mr. Crandon D. Gill, Mr. Reginald Groome, Mr. Fred Grundy, Mr. Yeend King, V.P.R.I., R.B.A., Mr. Mostyn T. Pigott, Lieut. J. Mackenzie Rogan, M.V.O., Mr. David Urquhart; Hon. Treasurer, Sir James D. Linton, R.I.; Hon. Secretary, Mr. Reginald Geard; Hon. Solicitor, Mr. R. H. Humphreys; Hon. Counsel, Sir Rufus Isaacs, K.C., M.P.; Hon. Auditors and Scrutineers, Messrs. Thomas Catling and Achille Bazire; Hon. Librarian, Mr. C. J. Shedden Wilson.

THE ECCENTRIC CLUB.

The Eccentric Club, 21, Shaftesbury Avenue, W., is constituted for the purpose of promoting social intercourse amongst gentlemen connected, directly or indirectly, with Literature, Art, Music, the Drama, Science, Sport, and Commerce. The President is Sir Charles Wyndham; Trustees, Mr. Walter J. W. Beard, Mr. Frederick Bishop, and Mr. Thomas Honey; Treasurers, Mr. Tom Fraser and Mr. William H. White; Hon. Secretary, Mr. J. A. Harrison. Committee:—Major H. Bateman, Messrs. H. Montague Bates, Frank Boor, Frank Callingham, E. L. Campbell, Barnett Cohen, Alfred Ellis, Walter de Frece, W. E. Garstin, A. E. Gatcombe, Denby Hare, H. J. Homer, W. S. Hooper, P. Leftwich, John Le Hay, E. Lockwood, Ernest Stuart, W. J. Dayer Smith, A. J. Thomas, and R. Warner, Telephone; Gerrard 3950.

THE GREEN ROOM CLUB.

The Green Room Club was founded in 1877 for the association of gentlemen of the dramatic and artistic professions. The Committee are vested with power to elect others than those engaged in dramatic, literary, and artistic professions as members of the club. The larger proportion of the members are actors. The club for a number of years was situated in Bedford Street, whence it moved to its present premises in Leicester Square in 1902. The late Duke of Beaufort was the first President of the club. Sir Squire Bancroft is the present President. The Green Room Club exchanges courtesies with the Savage Club, each club finding accommodation for the members of the other when such occasions as redecorating and repainting temporarily deprive the members of the Green Room or of the Savage of their club premises. Snooker-pool and billiard handicaps between the two clubs are also occasionally arranged.

The Green Room Club includes amongst its treasured possessions valuable pieces of autographed plate, the gifts or legacies of various members and celebrities in the dramatic profession. Mr. Henry Neville, by whose death during 1910 the club lost one of its most popular members, left a small legacy to the club in order that it might purchase a memento of him in the shape of a silver tankard.

At the annual dinner in December Mr. George Alexander was in the chair. The club on this occasion marked its appreciation of Mr. Robert Loraine's feats of aviation by presenting him with a statuette suitably inscribed.

Secretary, Mr. G. Swann. Address, 46, Leicester Square.

THE MANAGERS' CLUB.

The Managers' Club is instituted for the purpose of bringing touring and resident managers, theatrical proprietors, and all interested in theatrical enterprises and business into touch with each other. The club has 270 members, and the annual subscription is £2 2s., except in the case of members of the Touring Managers' Association, Limited, who pay an annual subscription of £1 1s. in addition to their subscription to the Association. The Committee, which is elected annually, consists of twenty-one members. The present Committee is as follows:—Chairman, Mr. M. V. Leveaux; Hon. Treasurer, Mr. J. Bannister Howard; Assistant Hon. Treasurer, Mr. Frank Weathersby; Messrs. A. Clifton Alderson, Cecil Barth, Arthur Bertram, E. P. Clift, Wentworth Croke, Peter Davey, E. Graham Falcon, William Holles, Walter Howard, W. W. Kelly, G. B. Lambert, Edmund Lockwood, Lauderdale Maitland, Ernest Norris, G. M. Polini, Alfred Paumier, Herbert Ralland, Edward Terry, Sir H. Beerbohm Tree, John Tully, G. Carlton Wallace. Secretary, Mr. M. Martin. Address, 5, Wardour Street, W.

The Club moved into its new premises in June, 1910, when the occasion was celebrated by a dinner, with Mr. Wentworth Croke in the chair.

THE YORICK CLUB.

For those connected with Literature, the Drama, Music, and the Arts. Entrance fee, £2 2s.; subscription, £2 2s. Committee: Messrs. E. H. Bull, A. C. R. Carter, George Davison, J. Nicol Dunn, Graham Hill, Walter Jerrold, J. E. MacManus, Harold Montague, William Mudford, Will Owen, Clarence Rook, Frank L. Teed, Stanley Wade, and Christopher Wilson. Hon. Director of Art, Mr. S. H. Sime; Hon. Director of Music, Mr. Duncan Tovey; Master of Revels, Mr. George Parby; Hon. Secretaries, Mr. A. C. R. Carter and Mr. William Mudford; House Manager, Mr. W. Bradford Smith. Address, 30, Bedford Street, Strand.

The Club was opened in Beaufort Buildings in 1889 and moved to its present quarters in 1898. The year 1910 marked the coming of age of the Club, and the event was celebrated on Shakespeare's Day, April 23, by way of a Commemoration Festival and annual dinner.

THE GALLERY FIRST NIGHTERS' CLUB.

The headquarters of the Gallery First Nighters' Club are at the Bedford Head Hotel, Maiden Lane, Strand, W.C. Subscription, 10s. 6d. per annum. President, Mr. James Kenny; Vice-President, Mr. H. S. Doswell; Hon. Treasurer, Mr. John

Page; Hon. Secretary, Mr. L. H. Kenny. Committee, Messrs. A. E. C. Détrez, H. Major, M. Mansell, R. Levy, F. Page, H. Roberts, Arthur Were, and H. F. Whitworth. Hon. Auditor, Mr. Frank H. Long.

The Club was founded in 1896, "to maintain the right of playgoers to give free and independent criticism in the theatre, and to afford facilities for social intercourse among gallery first nighters." Genuine gallery playgoers alone are eligible for membership. The Club holds frequent debates on subjects connected with the Drama. Other functions include the annual dinner, held at Frascati's in March, Bohemian suppers, concerts, etc. Ladies are invited to the annual dinner and the debates.

The Club claims to be the most democratic playgoing club, and one of the last strongholds of Bohemianism. Its bugbear is "Respectability." Their presidents, etc., are always genuine gallery "boys," the club having a rooted objection to honorary figureheads.

The club had strong associations with the late Nellie Farren, who always spoke affectionately of its members as "her boys." They entertained their never-to-be-forgotten favourite at a dinner on Saturday, April 29, 1899, when Mr. Cecil Raleigh marvelled at the "weird and wonderful enthusiasm." This, however, is a feature which characterises all their dinners. At the annual dinner held in February, 1910, the principal speakers were Mr. Rudolf Besier, Miss Gwennie Mars, and Mr. E. F. Spence. Among the other well-known people who have spoken at their dinners are Miss Ellen Terry, Miss Eva Moore, Miss Kate Rorke, Miss Ruth Vincent, Miss Nina Boucicault, Mlle. Adeline Genée, Miss Hilda Trevelyan, Sir W. S. Gilbert, Messrs. H. V. Esmond, J. Forbes Robertson, Lewis Waller, Charles Hawtrey, George Alexander, H. B. Irving, Robert Loraine, Arthur Bourchier, James Welch, Oscar Asche, Cecil Raleigh, Sydney Valentine, Martin Harvey, Louis Bradfield, Spencer Leigh Hughes, T. McDonald Rendle, W. Pett Ridge, James Douglas, Alfred Robins, Hannen Swaffer, and the late C. L. Carson, of THE STAGE—a list of which any club might be proud.

The fourteenth annual dinner will be held at Frascati's on Sunday, February 19, 1911, when the principal guests will be Mr. Dennis Eadie and Miss Fanny Brough.

THE REHEARSAL CLUB.

The Rehearsal Club (29, Leicester Square) was founded in 1892 with the view to furnishing a quiet retreat to which minor actresses might resort between the hours of rehearsals and matinées and the evening performance.

The member's subscription is 2s. per quarter. The club is open from 11 a.m. to 8 p.m., and contains comfortable reading and refreshment rooms, the former well supplied with books, papers, and magazines. Anyone wishing to see the club will be gladly shown over by one of the committee or the matron.

President, H.R.H. Princess Christian of Schleswig-Holstein; Vice-president, the Lady Louisa Magenis. Committee: Chair, Lady Maud B. Widdraam, Mrs. George Alexander, Lady Bancroft, Mrs. Herbert Brooks, Mrs. Chapman, Mrs. Gilmour, Miss Alice Gladstone, Mrs. Max Hecht, Mrs. R. S. Henderson, Mrs. Kendal, Mrs. George Marjoribanks, Mrs. Cyril Maude, Mrs. Mayne, Mrs. F. M. Paget, Mrs. Frank Pownell, Lady Tree, Eleonora Lady Trevelyan, Mrs. Philip Walker, Mrs. W. H. Wharton; Hon. Treasurer, Mrs. Mayne, 101, Queen's Gate, S.W.; Hon. Secretary, Mrs. George Majoribanks, 22, Hans Road, S.W.; Secretary, Miss Murray, 35, Parkhill Road, N.W.



VARIETY ORGANISATIONS.

VARIETY ARTISTS' FEDERATION.

Founded February 18, 1906. Registered under the Trades Union Acts, 1871 and 1876. Offices, 18, Charing Cross Road, London, W.C., Telephone, Gerrard 6950. Affiliated to the Trades Union Congress, the White Rats of America, the International Artists' Lodge, the Australasian Vaudeville Association, and L'Union Syndicate des Artistes Lyriques. Officers:—Chairman, Mr. W. H. Clemart; Trustees, Messrs. Joe Elvin, Paul Martinetti, and Edmund Edmunds; Treasurer, Mr. G. H. Chirgwin; Accountant, Mr. W. H. McCarthy. Executive Committee meetings every Tuesday at 12. London and provincial meetings every Friday at 12. Mr. J. E. Barry, Secretary.

The Federation aims at the abolition of all abuses detrimental to the interests and welfare of the music hall profession. It provides its members with financial assistance as regards railroad fares, free legal advice, free legal protection, and a court of arbitration between artists and proprietors—thus saving law expenses. There is also a death levy of 6d. per head per member. Entrance fee, 21s. Weekly subscription, 6d.

The Executive Committee, as constituted at the end of 1910, was as follows:—Messrs. W. H. Atlas, James Alexandre, Barney Armstrong, James Atroy, Ross Ashton, Martin Adeson, Peter Bijou, Signor Borelli, Sid Bandon, Harry Bancroft, George Brooks, Bert Bryne, Billy Brown, Winfield Blake, Henry Barrett, J. R. Barnard, F. J. Barnard, Albert Brady, Thos. Bright, Andie Caine, J. W. Cragg, G. H. Chirgwin, Whit Cunliffe, Harry Conlin, Charles Coborn, W. J. Churchill, Morny Cash, Leoni Clarke, Alfred Chester, Fred Curran, Geo. D'Albert, Harry Delevine, Robert Dunning, Sam Delevine, Percy Delevine, Seth Egbert, Marriott Edgar, E. W. Edmonds, James Foreman, Harry Freeman, W. H. Farley, Hal Forde, W. F. Frame, Teddy Ferguson, Fred Ginnett, A. E. Godfrey, Horace Goldin, Wal Grace, Gus Garrick, Fred Griffiths, W. E. Gillen, Arthur Gallimore, Fred Herbert, Frank Halter, Geo. Hughes, Phil Herman, Carl Hertz, J. H. Hawtrey, Will Johnson, Harry Jee, Neil Kenyon, James Kellino, Fred Kitchen, Max Berol Konorah, J. W. Knowles, Leo King, Albert Le Fre, Alf Leonard, Harry Lauder, Fred Latimer, Syd Laurel, Jay Laurier, Bates Maddison, B. Monti, Walter Munroe, Fred Maple, F. W. Millis, Julian Mack, James Mocney, Harry Mason, Chas. McConnell, Joe McConnell, Steve McCarthy, Geo. Newham, David O'Toole, Orpheus, Jim Obo, Ben Obo, Wal Pink, Will Poluski, Harry Phillips, Jack Pleasants, Pip Powell, Fred Russell, Harry Radford, Charles Rich, W. B. Raby, Austin Rudd, J. W. Rickaby, F. V. St. Clair, Fred Sinclair, Albert Schafer, Eugene Stratton, George Sanford, Ryder Slone, Harry Stelling, Harry Tate, Joe Tennyson, Deane Tribune, Barney Vox, Arthur Verno, Horace Wheatley, Tom Woodtwell, Erne Warsaw, W. H. Wallis, Horace White, Bert Williams, J. W. Wilson, Harry Wenburn, John Warren, H. O. Wills, J. A. Wilson, and J. H. Zarmo.

GRAND ORDER OF WATER RATS.

This Society was founded in 1890. Its headquarters are the Vaudeville Club, 98, Charing Cross Road, W.C. In 1910 Mr. Charles Warren was King Rat. For the present year the officers are as follows:—King Rat, Mr. Harry Tate; Prince Rat, Mr. Charles Austin; Scribe Rat, Mr. W. H. McCarthy; Test Rat, Mr. Harry Blake; Bank Rat, Mr. Edwin (Papa) Brown; Musical Rat, Mr. Burt Shepard; Collecting Rat, Mr. Dusty Rhodes; Bait Rat, Mr. Billy Brown; Trustee Rats, Messrs. J. W. Cragg and Edwin Brown.

During the year the Water Rats held their "Motor Run" to Brighton on July 17, and an Up-river Outing on August 14. The Order assisted materially at the Actors'

Orphanage Garden Party at the Botanic Gardens on June 28, and its *matinée* at the Oxford on November 21, in aid of its own charities, realised over £400.

MUSIC HALL ARTISTS' RAILWAY ASSOCIATION.

Founded February 2, 1897. Head offices, 18, Charing Cross Road, London, W.C. Secretary, Mr. C. Douglas Stuart. Branch offices:—Glasgow: 36, Menfrew Street. Agent, Mr. John Alexander. Liverpool: 21, Houghton Street. Agent, Mr. Tom McKay. Manchester: All Saints Chambers, 46, Sydney Street, Oxford Road. Agent, Mr. Fred Slingsby. Officers for the current year:—Hon. President, Mr. Joe Elvin; Hon. Vice-Presidents, Mr. Charles Coborn, Mr. Albert Le Fre, Mr. Fred W. Millis, and Mr. Douglas White; Hon. Trustees, Messrs. J. W. Cragg, Paul Martinetti, and G. H. Chirgwin; Hon. Treasurer, Mr. Arthur Rigby; Hon. Solicitor, Mr. Eugene Judge (Judge and Priestley).

During the past twelve months the Association has quietly continued on its useful career, and there is but little to record. It may be noted that a new concession has been secured for the 7,000 members—viz., that separate tickets may now be obtained at the stations on the Great Eastern and South-Eastern and Chatham Railways, so that now there is no terminus in the metropolis where this undoubted boon is not granted. Several further concessions have also been granted to artists travelling to and from the Continent. The annual dinner and dance were held in February, with Mr. Eugene Stratton in the chair, supported by Mr. Joe Elvin, and over £500 was collected on that occasion for the Variety Artists' Benevolent Fund. The Committee has during the year held two important conferences with the theatrical managers of the railway companies, at which several minor concessions were granted, and the friendly relations between the railway companies and the Association are on an even firmer basis than heretofore. More than £300 was during 1910 distributed between the railway and music hall charities, thus making a total amount of £3,800 which has been given since the formation of this Association. Weekly meetings of the Committee are held every Wednesday at 12 o'clock.

THE TERRIERS' ASSOCIATION.

Officers:—President, Mr. H. H. Griff; Vice-Presidents, Messrs. Johnny Alexander, W. H. Atlas, G. P. R. Burgess, Harry Bent, T. C. Callaghan, Harry Conlin, Harry Gage, W. L. Murray, Ben Obo, Jim Obo, Tom Packer, S. N. Salter; Hon. Trustees, Messrs. Harry Gage and S. N. Salter; Hon. Solicitor, Mr. G. P. R. Burgess; Hon. Treasurer, Mr. Harry Barnard; Hon. Auditors, Messrs. H. Cory Woodrow and Albert Voyce; Medical Officer, G. F. McCarthy; Executive Committee, Messrs. Robert Abel, Ted E. Box, T. Burnett, F. J. Bacon, Andie Caine, George Cooper, H. Cee Mee, Ernest D'Almaine, A. de Brean, James E. Dunedin, W. R. Dunkley, Percy Ford, E. B. M. Frost, Harry Gribben, Arthur Gallimore, W. E. Gillin, Frank Gee, C. F. Gage, Fred A. Hooper, Ted Karno, C. W. Kloof, F. Larola, Tom Maxwell, F. W. Millis, Martin Henderson, Walter Norman, Bert Olrac, J. C. Pratt, George Smythson, Jesse Sparrow, Albert Voyce, Douglas White, Ben Woodger, William Welsh, Horace Wheatley, Ben Whiteley, W. Wisper.

The Terriers can congratulate themselves upon having had in 1910 the most prosperous year in the annals of the Association, and this success was celebrated on New Year's Day by a banquet. During the past twelve months all records were broken, and there has been a great influx of new members. The balance-sheet shows the Association to be in a very flourishing condition. The principal events of the year were the banquet to the President Terrier Griff upon his return from a two years tour in the States, the annual dinner and ball, and the river outing.

The Terriers, in addition to being a registered Friendly Society, with sick pay, free medical attendance, death grants, loans, and other benefits, have also other advantages. A ceremonial meeting is held every Sunday evening at the Three Stags Hotel, Kennington.

A sub-committee has recently been formed for the purpose of considering the possibility of opening a club, as the present accommodation at the headquarters is inadequate, owing to the increased membership.

Ladies' concerts are held on the first Sunday in the month during the winter.

THE SKETCH ASSOCIATION.

The constitution of this association was altered during 1909 in order to make membership open to sketch authors and actors as well as managers. President, Mr. George Gray; Vice-Presidents, Mr. R. V. Harcourt, Mr. Arnold Bell, Mr. Frank Gerald, Mr. George M. Marriott, Mr. Herbert Darnley; Hon. Secretary and Solicitor, Mr. Portland Akerman; Assistant Secretary, Mr. Monte Maitland; Hon. Treasurer, Mr. C. Claxton-Turner. Executive Committee:—Managers: Mr. Leonard Mortimer, Mr. Frank Hardie, Mr. Albert Marsh, Miss Florence Creagh, Mr. Charles Baldwin; Authors: Mr. John F. Preston, Mr. Cayley Calvert, Mr. George Unwin, Mr. Dick Cruikshanks, Mr. Gilbert Wells; Artists: Mr. Leonard Robson, Mr. Herbert Terry, Mr. Fred Kitchen, Mr. Harold Brough, Mr. E. Howard Templeton. Office: Room 52, 13, Henrietta Street, W.C.

VARIETY ARTISTS' BENEVOLENT FUND.

This Fund is now three years old. It continued during the past year to give away over £1,000 in relief and loans to deserving music hall performers. At the annual Music Hall Artists' Railway Association dinner, held in aid of the Fund, over £500 was obtained through the eloquent pleading of Mr Eugene Stratton, the chairman. The sports, organised by Mr. Albert Le Fre, were held in August and realised a profit of close upon £100. During the year 1910, two benefits were held, by kind permission of Mr. Oswald Stoll and the directors; the first at the Empire, Liverpool, and the second at the London Hippodrome, a sum of £250 being obtained therefrom, which amount will be divided with the Music Hall Institution. Thus it will be seen that the profession can no longer be accused of not supporting their own poor. Week after week the most distressing cases of poverty and want come before the Committee, and in nearly every instance are promptly relieved by grants or loans or by a small weekly pension. The weekly amount of these pensions is over £13. Six artists were buried during the year at the expense of the Fund, and by an additional contribution to the Hospital Saturday Fund letters are obtained for deserving cases for hospitals and convalescent homes. The Committee is most strict in the investigation of every case, and it counts among its members several of the veteran performers who have known the old professionals who come for assistance. The annual dinner and dance will be held in February, 1911, under the chairmanship of Mr. Harry Tate, when it is hoped that a liberal response will be forthcoming to the urgent cry for donations to enable the Committee to carry on the good work of charity through the next twelve months.

THE MUSIC HALL HOME.

The Music Hall Home was founded thirteen years ago by certain prominent members of the Terriers' Association. The objects of the Music Hall Home are to afford shelter to deserving members of the variety profession who have fallen on evil times, and to provide a permanent home for poor performers who, through illness, disablement, or old age, are quite unable to find employment.

At present there are a dozen inmates lodged in the Home, which is situated at 31, Wilson Road, Camberwell, S.E.

The officers for the ensuing year are:—President, Mr. Walter de Frece; Vice-Presidents, Messrs. Harry Barnard, Harry Bawn, Ted E. Box, G. P. R. Burgess, Tom Branson, Jas. E. Dunedin, Percy Ford, Harry Gage, Walter Hassan, F. H. Pedgrift, C. J. Bartleet Perry, Jesse Sparrow, C. Douglas Stuart, Chas. Weldon, Arthur Were, and Douglas White; Committee, Messrs. John Alexander, W. H. Atlas, Willie Benn, Harry Blake, Geo. Brown, T. C. Callaghan, Bert Chapman, Roy Cochrane, C. C. Cornish, Harry Day, J. H. Davy, W. R. Dunkley, Jim Elmo, Nelson Francis, Harry Gribben, H. Griff, Berry Hope, H. Hough, W. Kloof, F. H. Kohler, Frank Law, Ernest Leopard, C. C. Mannering, F. W. Millis, Walter Norman, Ben Obo, Jim Obo, Tom Packer, William Payne, George Pearson, H. and M. Rayne, Samuel Salter, Arthur Simmons, Horace Wheatley, Jack Woolf, and Harry Wright; Treasurer, Mr. Harry Barnard; Hon. Auditor, Mr. Arthur R. Welchman, A.C.A., chartered accountant, 9, Old Jewry Chambers, E.C.; Hon. Solicitor, Mr. G. P. R. Burgess; Secretary, Mr. Benj. Woodger. The committee meetings are held at the Three Stags Hotel, Kennington Road, on the first and third Thursdays in the month.

MUSIC HALL LADIES' GUILD.

The Guild was founded in 1906. President, Mrs. George Smythson; Vice-Presidents, Mrs. Eugene Stratton, Miss Irene Rose, Mrs. Paul Martinetti, and Miss Cecilia Macarte; Hon. Treasurer, Miss Lottie Albert; Executive Committee, Mrs. C. C. Bartram, Mrs. Gintaro, Miss Maude Mortimer, Miss Marie Lloyd, Miss Marie Loftus, Miss Lil Hawthorne, Miss Ray Wallace, Mrs. Lockhart, Mrs. Herbert Shelley, Mrs. George Gilbey, Mrs. Leonie Clarke, Miss Cecilia Macarte, Miss Julie Macarte, Miss Kate Vulcana, Miss Louie Davis, Mrs. Vernon Cowper, Miss Alexandra Dagmar, Mrs. James Horne, Mrs. Dunedin, Mrs. Chas. Coborn, Mrs. Fred Kitchen, Miss Marie Kendal, Miss Fanny Harris, Mrs. Fawkes, Mrs. Edward Lauri; Hon. Committee, Miss E. G. Clarke; Secretary, Miss Melinda May.

The Guild was formed with the object of assisting the wives of artists who, through lack of employment, illness, or confinement, are in want of help, by supplying proper medical aid, food, coal, or other necessaries as may be required. Also, in cases of confinement, to lend a supply of suitable baby clothes for the first month, to be returned at the expiration of that time. To assist widows of artists to find suitable employment; to find employment for children of poor artists and orphans, as programme sellers, call boys, in sketches, or in offices; to supply necessitous artists with free clothing; to sell stage and other clothing to artists who may require it, at a very small charge; to visit the sick; to give toys, books, and games to sick children of artists.

Meetings are held every Wednesday at the offices, Albion House, 61, New Oxford Street, London, W. Secretary, Miss Melinda May.

THE CONCERT ARTISTS' BENEVOLENT ASSOCIATION.

The Association, of which Mr. George Robins is chairman, consists of ladies and gentlemen who are professional vocalists, instrumentalists, and entertainers. It has been established since 1897, and is managed by an annually elected Committee of fifteen members.

The Association is for the purpose of relieving the sick and needy, promoting sociability, providing legal and medical advice, furnishing a central address, redressing grievances, giving opportunity for discussion upon all matters connected with the concert artists' profession, and publishing a list of members for the use and guidance of entertainment promoters. The Association is willing to act as arbitrator when any dispute concerning its members' interests is brought to its notice.

The Association has its Benevolent Fund and Special Sickness Fund. During the year a number of "At Homes" are held on certain Sunday evenings, when members have the opportunity of appearing. These "At Homes" are attended by organisers of concerts and others, and the advantage to the artist appearing is obvious.

The entrance fee is 5s. Annual subscription £1 1s. For country members resident over forty miles beyond London the annual subscription is 10s. 6d.

Secretary, Mr. Arthur C. Roberts, 9-10, Pancras Lane, London, E.C.



STAFF ORGANISATIONS.

NATIONAL ASSOCIATION OF THEATRICAL EMPLOYEES.

This Association was established on August 20, 1890. It represents those employed in the various stage departments, in the manufacture and use of stage scenery, properties, electrical fittings, animated picture machines, comprising stage managers, heads of departments, carpenters, electricians, kinematograph operators, property men, stagemen, flymen, and others employed in theatres and music halls, or theatrical workshops, resident or touring.

It is affiliated with the General Federation of Trade Unions, the Trade Union Congress, London and Provincial Trades and Labour Councils. The chief office is 29, Wellington Street, Strand, London.

Summary of Objects :—To raise the status of stage employés by maintaining a minimum rate of pay, definite working rules, and the provision of sick, funeral, and benevolent benefits for members. The Association has four branches in London and one each in Birmingham, Bradford, Oldham, Newcastle-on-Tyne, Middlesbrough, Stockton-on-Tees, and Greenock. The entrance fees vary according to branch from 2s. 6d. to 10s. The contributions vary, according to branch and benefit desired, from 2d. to 1s. 2d. per week. Each branch has a benevolent fund, and most of them have sick and funeral funds. The constitution of the Association permits any grade or section of employés eligible to join to form a branch, or all sections to combine in one branch in any locality. The aim of the organisation is to enrol all eligible men with touring companies, and those resident in every theatrical centre in the United Kingdom.

The National Executive Committee is selected from the members residing within twenty miles of the chief office, but it is open to any branch to nominate any member to one of the general offices. This Committee organises the London annual theatrical sports and annual concerts, and has charge of the National Open Benevolent Fund, which is maintained from the proceeds of the theatrical sports and donations received to the annual concert funds, for the benefit of non-members, men and women employés, whose case is recommended by a subscriber to the sports or concert funds, or by any theatrical or music hall association whose rules do not permit them to help such applicants.

The funds of the Association on December 31, 1909, amounted to £1,214 16s. 11½d., to which date the Association, in addition to the increase of wages, secured and maintained, and the protection afforded to its members, had paid in cash benefits to members :—

	£	s.	d.
At death of Members and Members' Wives	3,239	0	0
To Members supporting the objects of the Society	1,728	17	7
Legal Assistance to Members	247	15	4
Compensation secured for Members	245	0	0
Sick Pay to Members	160	8	3
Special Grants to necessitous Members, Wages advanced due from Fraudulent and Bankrupt Managers (including sums to Non-Members and their Widows from the Open Benevolent Fund)	441	14	5
Total	£6,062	15	7

Members of the Executive Committee are :—President, Mr. J. Cullen, master carpenter, the St. James's; Treasurer, Mr. J. Atherton; Trustees, Mr. Philip Sheridan, chief electrician, the Strand; Mr. Arthur Palmer, master carpenter, the Comedy; Mr. Charles Thorogood, President, No. 1 Branch; Committee, Mr. C. T. Cory, master carpenter, the Vaudeville; Mr. A. Jones, carpenter, Royal Opera House (Treasurer, Carpenters' Branch); Mr. Edward Stow, stage staff, the Vaudeville; George Pickering, stage staff, the Duke of York's; Mr. J. N. Hunt, stage staff, the Alhambra; Mr. H. Porter, Criterion; Mr. H. J. Kemp, Vaudeville;

Mr. T. Lowe, Mr. E. J. Sly, Mr. W. Pullinger, M.C., the Garrick; Mr. Philip Raphael, Lyceum; Mr. F. B. Fidge, Lyceum; General Secretary, Mr. William Johnson, 29, Wellington Street, Strand, W.C.

The Association is about to become affiliated with the Australian Federation of Stage Employés.

THE DRAMATIC AND VARIETY THEATRE (Employes') PROVIDENT ASSOCIATION.

Established April, 1908. Open to any man over eighteen and under forty years of age connected with any theatre or music hall, theatrical workshop, or theatrical business in the metropolitan area. Managers, actors, variety artists, assistant managers, secretaries of companies, scenic artists, stage managers, box office keepers and their assistants, cinematograph operators, attendants (male), dressers, firemen, hall-keepers, musicians, and supers. Also to anyone employed in any stage department who is, or becomes, if eligible, a member of the N.A.T.E. This condition does not apply to stage employés not eligible to join the N.A.T.E., or working outside the area of its London branches.

Entrance fee, 1s. 3d., including copy of rules and card of membership. Contribution, 6d. per week to General and Benevolent Funds. Levy of 6d. on death of a member in benefit. Levy of 3d. on death of a member's wife. No levy (for any member) until after six months' membership.

Benefits.—Sick Pay: Half benefit after three months and full benefit after six months' membership; 15s. per week for thirteen weeks, 7s. 6d. per week for a further thirteen weeks, if necessary, as per rules. A sum at death of a member or a member's wife, equal to levy. Grants to members in distress from Benevolent Fund. Annual division of surplus general funds in December—to each member an equal share for equal period of membership. Division of funds for nine months ending December, 1910, equal to 9s. per member (full share); paid in by full benefit member, including entrance fee, £1 7s. During 1910 the sum of £233 1s. 3d. was paid out for sick, funeral and benefit fund benefit, being equal to 16s. 3d. per sharing member.

Offices: 29, Wellington Street, Strand, London, W.C.

HEADS OF DEPARTMENTS ASSOCIATION.

This Association is a branch of the N.A.T.E. and was established in November, 1902, and consists exclusively of stage managers, master carpenters, chief electricians, master propertymen, and master gasmen of theatres and music halls. Membership is open to those connected with any theatre, music hall, or touring company in the United Kingdom who have held such positions for at least six months, and are otherwise qualified. The entrance fee is 10s. The contribution varies from 1s. to 4s. 8d. per month, according to benefit desired and age of applicant. Sick pay is assured to those subscribing for same from 10s. to 20s. per week for a number of weeks. On the death of a member £20 is paid to the widow of a member in benefit, and on the death of a member's wife £10 is paid to the member, which sums are partly raised by levies.

The Association has also a benevolent fund, and affords free legal advice to members. An annual dinner has been given each year, at which the following gentlemen have in turn presided:—Mr. J. Comyns Carr, Mr. George Alexander, Sir Herbert Beerbohm Tree, Mr. H. B. Irving, and, on the last occasion, Mr. Edward Terry. The Association assists to organise the London theatrical sports and the annual concerts. Officers are:—President, Mr. James Cullen, master carpenter, the St. James's; Hon. Secretary, Mr. Philip Sheridan, electrician, Strand Theatre; Financial Secretary, Mr. Wm. Johnson; Committee, Mr. Wm. Pullinger, master carpenter, the Garrick; Mr. John Brunskill, master carpenter, the Savoy; Mr. W. G. Wilton, property master, the Vaudeville; Mr. R. J. Carter, electrician, Terry's; Mr. David Sheridan, electrician; Mr. F. B. Fidge, electrician, the Lyceum; Mr. W. H. Marsh, electrician, Savoy; and Mr. G. W. Wilcox, property master, the Strand. Office, 29, Wellington Street, Strand, London.

NATIONAL ASSOCIATION OF CINEMATOGRAPH OPERATORS.

(Branch No. 10, N.A.T.E.)

This Association was established in April, 1907. Its office is at 29, Wellington Street, Strand, London. Its members are qualified operators of animated picture apparatus.

Objects:—(a) To protect and promote the interests of qualified operators, and to raise the status of their profession. (b) To encourage among its members a knowledge of the science of new inventions affecting their business. (c) To establish a standard of proficiency by a qualifying examination or otherwise. (d) To secure the recognition of a minimum rate of pay for each class of work. (e) To establish an employment register, and such other benefits (sick, funeral, or legal aid) as may be hereafter agreed upon.

Entrance fee, 5s. Contribution, 1s. 6d. per month, being for General and Benevolent Funds.

Certificates are issued to members passing an examination, particulars of which are supplied on application.

Present officers:—President, Mr. A. Malcolm; Vice-President, Mr. E. H. Mason; Hon. Secretary, Mr. John Hutchins; Financial Secretary and Treasurer, Mr. Wm. Johnson. Committee: Messrs. T. C. Field, E. S. Catlin, T. S. Weedon, E. Holmes, and E. Greeh.

During the past year the Association secured the services of representative exhibitors to act as a Board of Examiners, and to issue certificates for members having a knowledge of (a) electric and limelight; (b) electric only; (c) limelight only.

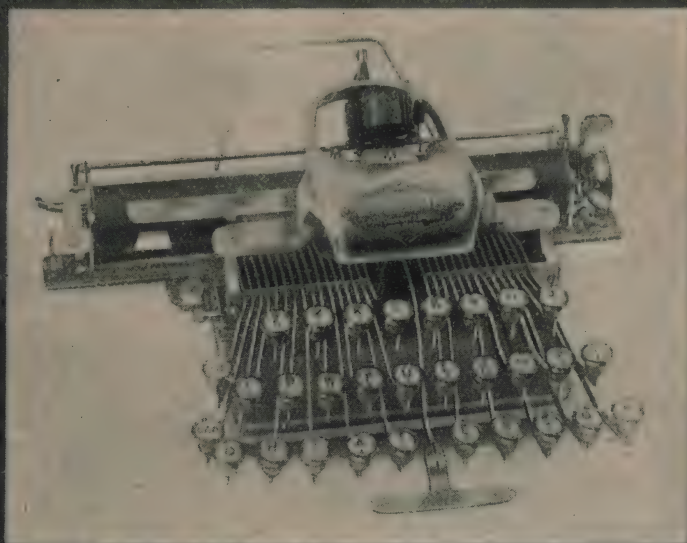
Three examinations have been held, and fifty-three certificates have been issued to successful competitors.

Full particulars of the Association supplied on application to the Hon. Secretary at 29, Wellington Street, Strand, London, W.C.

CIRCUITS.

WHERE AND TO WHOM TO WRITE FOR ENGAGEMENTS.

- BOSTOCK TOUR.**—Mr. E. H. Bostock, Zoo Skating Rink, Glasgow. (Telegrams: "Zoo, Glasgow." Telephone: 498 Douglas.)
- BROADHEAD TOUR.**—Mr. Percy B. Broadhead, Hippodrome, Hulme. (Telegrams: "Broadheads, Manchester." Telephone: 7359 and 7360 Central.)
- HARRY DAY TOUR.**—Mr. Harry Day, 1, Effingham House, Arundel Street, Strand, London. (Telegrams: "Terpsichore, London." Telephone: 1500 Central; 1009 and 6915 Gerrard.)
- GIBBONS TOUR.**—Mr. Walter Gibbons, Randvoll House, 39, Charing Cross Road, W.C. (Telegrams: "Randvoll, London." Telephone: 9870 and 9875 Gerrard.)
- KARNO TOUR.**—Mr. Fred Karno, 28, Vaughan Road, Camberwell, S.E. (Telegrams: "Karno, Camberwell, London." Telephone: 3550 and 3551 Hop.)
- MACNAGHTEN TOUR.**—London: Mr. Frederick Baugh, Oakley House, Bloomsbury Street, W.C. (Telegrams: "Cirvanmac, London." Telephone: 9167 Gerrard.) Provinces: King's Chambers, Angel Street, Sheffield. (Telegrams: "Macnaghten, Sheffield.")
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PLAYS OF THE YEAR.

B EING a complete list with full casts of new plays and important revivals produced in the United Kingdom during the year 1910.

* Indicates revival.

† Produced at a matinée.

‡ Previously produced in the provinces.

• Produced by amateurs.

• Played only for the purpose of securing the statutory stage right.

JANUARY.

1. † *Alias Jimmy Valentine*, play, in four acts, by Paul Armstrong—Playhouse. Regular production, Comedy, March 29.

3. * *Henry of Navarre*, romantic play, in four acts, by William Devereux. (Originally produced at the Royal, Newcastle, November 5, 1908; New, January 7, 1909.) Revival ran 67 performances and ended on March 9.

Charles IX.....Mr. Malcolm Cherry
Henry de Bourbon.....Mr. Fred Terry
Henry, Duc de Guise.....Mr. Philip Merivale
Henry, Duc d'Anjou.....Mr. Harry F. Wright
Arthur de Mouhy.....Mr. Walter Edwin
Cosmo Ruggieri.....Mr. Horace Hodges
Marshal de Tavannes

Mr. J. Carter-Edwards
Chancellor de Biragneo

Mr. George Dudley
Duc de Retz.....Mr. Maurice Tosh
Duc de la Rochefoucauld

Mr. C. R. Gibbon
M. de Valles.....Mr. Maurice Elvey
M. de Basme.....Mr. Philip Merivale
Nançay.....Mr. Sydney Porter
Page.....Mr. R. E. Pickering
Catherine de Medici.....Miss Tita Brand
Marie Belleforêt.....Miss Phillida Terson
(Miss Neilson-Terry)

Charlotte de Sauve.....Miss Gladys Gardner
La Belle Dayole.....Miss Mary Jennings
Mlle. de Montmorenci.....Miss Gwen Thomas
Mlle. de Togni.....Miss Beatrice Manning
Marguerite de Valois.....Miss Julia Neilson
—New.

3. † *A Child of the Streets*, domestic drama, by Frank Price. (Originally produced at the Grand, Walsall, September 15, 1909.)

Sir John Graham.....Mr. John Erroll
Lawrence Craigie.....Mr. Leonard Aardale
Lieut. Jack Ainsley

Mr. Norman H. Tracy
Robert Wallace.....Mr. Charles Freeman
Oscar Van Dam.....Mr. Maurice Jones
Ezra Scroggie.....Mr. George Francis
Pomeroy Smith.....Mr. Charles Tolcher
Constable 214D.....Mr. Lewis Rae
Gertrude Graham.....Miss N. T. Hallam
Lorna Carstairs.....Miss Yoxa Summer
Selina Haddock.....Miss Carlotta Blondin
Little Doris.....Little Mary Renaud
Doris Graham.....Miss Dot Stephens
—Royal, Stratford.

4. † *The Chimes*, dramatic version of Charles Dickens's Christmas story, "The Chimes," by E. Clarence Botelle.

Toby Veck.....Mr. W. V. D'Authreau
Meg.....Miss Connie Oldridge
Richard.....Mr. C. D. Authreau
Footman.....Mr. Bert le Sueur
Alderman Cute.....Mr. C. F. Snellgrove
Mr. Filer.....Mr. J. F. Le Cornu
Mr. Chalker.....Mr. R. J. Lesbirel
Sir Joseph Bowley.....Mr. E. C. Boielle
Tugby.....Mr. O. St. Errol Dorey
Mr. Fish.....Mr. Reg. Grandin
Lady Bowley.....Mrs. Ph. Le Masurier
William Fern.....Mr. Max Le Feuvre
Lillian.....Little Jeannette Boielle
Goblin of the Bell.....Mr. J. P. P. Gray
Spirit of the Chimes.....Miss N. Ellett
Lillian.....Miss Vera Lecaudey
Master Bowley.....Master E. E. Le Sautour
Mrs. Tugby.....Mrs. E. C. Boielle
Dr. Riddle.....Mr. W. Waldron
Mr. Joblin.....Mr. P. J. Le Masurier
—Oddfellows' Hall, Jersey.

7. † *Blarney; or, The Love Cure*, comic opera, in two acts, by M. J. Robinson, with music by J. A. Barnado—Savoy.

7. † *The Two Courts*, Christmas play, by Mrs. G. M. Clibborn.—St. Gabriel's Hall, Willesden Green.

8. * *Twelfth Night*, Mr. Richard Flanagan's revival of Shakespeare's comedy.

Orsino.....Mr. Harvey Braban
Sebastian.....Mr. A. B. Imeson
Antonio.....Mr. W. H. Perrette
A Sea Captain.....Mr. J. Darnley
Valentine.....Mr. D. Vaughan
Curio.....Mr. Alfred Hilliard
Sir Toby Belch.....Mr. Ryder Boys
Sir Andrew Ague-cheek.....Mr. S. A. Cookson
Malvolio.....Mr. Arthur Grenville
Fabian.....Mr. Walter T. Clifford
Feste.....Signor Gherardi
Olivia.....Miss Moira Creegan
Maria.....Miss Cicely Richards
1st Officer.....Mr. H. Lloyd
2nd Officer.....Mr. Gordon Kingsley
Page to Olivia.....Miss Doris Peace
Viola.....Miss Margaret Halstan
—Queen's, Manchester.

8. † *Jumbo in Rumboland*, Socialist burlesque, in three acts, by Daisy Halling—Pankhurst Hall, Manchester.

8. *A Shaped End*, play, in one act, by Godwin Bulger.
 Thomas Venton Mr. J. A. Dodd
 Richard Estland Mr. Godwin Bulger
 Violet Miss Nora Neary
 The Lady from Next Door
 Miss Mary Witty
 —Balfour Institute, Liverpool.
10. *The Revellers*, musical entertainment, lyrics and music by Ernest Terrence.
 The Toreador Mr. Powis Pinder
 La Fleur Miss Ethel Quarry
 The Tyrolean Mr. Arthur Hyde
 La Lune Miss Ruth Thorp
 Uncle Podpurple Mr. Louis Edmonde
 La Pas Bas Miss Dorothy Frostick
 —Coronet.
11. *Samson and Delilah*, sacred lyric drama, by Charles Camille Saint Saëns (originally produced at the Ducal, Weimar, December 2, 1877; Covent Garden, April 26, 1909). Produced for the first time in English by the Moody Manners Co.—Royal, Dublin.
11. *†The Princess and the Doll*, fairy play in three acts, with prologue and epilogue, by George and Dickson Rudert.
- REAL PEOPLE.
- Grannie Mrs. Dening
 Jack Master Dick Schnoekkel
 Tom Miss Muriel Schnoekkel
 Nancy Miss Nora Schnoekkel
 Lady-in-Waiting Miss White
 A Nurse Miss Marian Andrew
 A Page Boy Master Allan Burch
 Princess Poppy .. Miss Vera Le Fleming
- DOLL PEOPLE.
- Lola Miss Ruby Groom
 The General Miss Victoria Sims
 A Teddy Bear Master Eric Dennes
 A Chimney Sweep
 Master Vladimir Matvieff
 A Jack-in-the-Box .. Master Dick Schnoekkel
 A Clown Master Gregory Matvieff
 A Gollywog Master John Arnold
 A Policeman Master Edgar Fouraker
 The Nutcracker Man .. Master Allan Burch
 Lady Bluebell Miss Vera Le Fleming
 —Albert Hall.
12. *Captain Kidd*, musical play, by Seymour Hicks (adapted from Richard Harding Davis's play, *The Dictator*, produced at the Comedy May, 3, 1905), lyrics by Adrian Ross, additional lyrics by George Arthurs, music by Leslie Stuart. (Last performance, the 34th, February 5.)
 Viscount Albany Mr. Seymour Hicks
 Simpson Mr. Hugh E. Wright
 Dick Hyne Mr. Evelyn Beerbohm
 Col. John T. Bowie Mr. John Clulow
 Duffy Mr. Fred Lewis
 Rev. Arthur Bostick .. Mr. Cyril Ashford
 Gen. Santos Campos .. Mr. Frank Wilson
 Samuel Codman Mr. Frank Vigay
 Dr. Vasques Mr. J. J. Hooker
 Lieutenant Perry ... Mr. Charles Bradley
 Col. Garcia Mr. Frank Aimes
 Lieut. Manuel Mr. F. F. Holt
 Teresa Glond Miss Rosie Chesney
 May Pole Miss May Kennedy
 Grace Hufnagle Miss Doris Stocker
 Rose Flipmaguilder .. Miss Marie Brenda
 Amy Striapollo Miss Carina Cliff
 Lily Friedenhamar .. Miss Laurie Opperman
 Anne Tique Miss Nellie Pryor
 Olga Comoff Miss Nancie Freyne
 Emmie Palorompins .. Miss Asta Fleming
 Sarita Miss Florence Thurston
 Mrs. John T. Bowie .. Miss Sylvia Buckley
 Señorita Juanita Arguilla
 Miss Hilda Guiver
- Captain Kidd* (continued).
 Aggie Slurubb Miss Ivy St. Helier
 Mme. Ducrot Miss Mollie Lowell
 Lucy Sheridan Miss Ellaline Terriss
 —Wyndham's.
13. *Deirdre of the Sorrows*, legendary drama, in three acts, by the late John Millington Synge.
 Conchubar Mr. Arthur Sinclair
 Fergus Mr. Sydney J. Morgan
 Naisi Mr. Fred O'Donovan
 Ainnie Mr. J. M. Kerrigan
 Ardan Mr. John Carrick
 Owen Mr. J. A. O'Rourke
 Deirdre Miss Maire O'Neill
 Lavarcham Miss Sara Allgood
 Old Woman Miss Eileen O'Doherty
 —Abbey, Dublin.
14. *The Blasé Baronet*, comedy, in three acts (adapted by Walter E. Grogan from *Used Up*, Charles Mathews's version of *L'Homme Blasé*).
 Sir Chas. Coldstream .. Mr. Ed. Compton
 Sir Adonis Leech Mr. H. Crocker
 The Hon. Tom Saville .. Mr. L. Meade
 John Ironbrace Mr. Frank Royde
 Wurzel Mr. Philip Gordon
 Fennei Mr. J. W. Austin
 James Mr. Clifford Marquand
 Lady Clutterbuck Miss Marie Hassell
 Mary Wurzel Miss Kathleen Leigh
 —Royal, Huddersfield.
15. *†The Tragedy of Guido Faukes*, by Dudley J. Symon, the music composed by Fredk. J. Bodilly—St. James's Church Hall, Britannia Row, N.
- 17.* *When Knights Were Bold*, farce, in three acts, by "Charles Marlowe." (Originally produced at the Royal, Nottingham, September 17, 1906; Wyndham's, January 29, 1907.) Revival ran 147 performances, and ended on May 28.
 Sir Guy de Vere Mr. James Welch
 Wittle Mr. George F. Tully
 Barker Mr. Gordon Tomkins
 Hon. Chas. Widdicombe .. Mr. H. J. Ford
 Sir Brian Ballymore .. Mr. H. K. Ayliff
 Isaac Isaacson .. Mr. A. Clifton Alderson
 Rev. Peter Pottleberry .. Mr. Guy Lane
 A Herald Mr. H. Agar Lyons
 Hon. Mrs. Waldegrave .. Miss Mabel Young
 Lady Millicent Egginton .. Maey O'Hea
 Lady Marjorie Egginton .. Evelyn Cecil
 Kate Pottleberry .. Miss Peggy Kennedy
 Miss Sarah Isaacson .. Miss Daisy Cordell
 Alice Barker Miss Annie Chippendale
 Lady Rowena Egginton .. Audrey Ford
 —Criterion.
17. *†Geoffrey Langdon's Wife*, play, in four acts, by Fred C. Somerfield. (Originally produced at the Rotunda, Liverpool, June 22, 1908.)
 Felix Beverley Mr. Wilson Coleman
 Jack Stirling Mr. John S. Milward
 Geoffrey Langdon .. Mr. H. Creagh Hunt
 Colonel Miles Mr. Cyril Grier
 Thomas Mr. Percy Brown
 Charles Mr. Will Glaze
 Arthur Belkairs Mr. W. Annesley
 Detective Banks .. Mr. Harland Brookes
 Inspector Froest Mr. Charles Drew
 Hon. Mrs. Sands Miss Kathleen Magee
 Sweet Nancy Miss Minnie Goepl
 Mary Miss Amy Ellam
 —Royal, Stratford.
18. *Millie's Mother*, play, in one act, by F. Howell Evans.
 Bertie Gaunt Mr. Leopold Priefet
 Mrs. Gaunt Miss O'Hea
 Mrs. Grimston Miss Younge
 Dr. Joliffe Mr. H. Agar Lyons
 —Criterion.

18. *The Deadlock*, play, in three acts, by Sidney Pearson Stratton—Court.
19. *Coming Home*, play, in one act, by Mary O'Neill.
 Daniel Braithwaite..Mr. Laurence Hanray
 Christopher Talbot..Mr. P. Perceval Clarke
 John Kirkham .. Mr. Campbell Gullan
 Sally Kirkham .. Miss Elspeth Dudgeon
 James Scott .. Mr. Cecil Brookings
 —Royalty, Glasgow.
20. *Dame Nature*, play, in four acts, adapted by Frederick Fenn from Henry Bataille's *La Femme Nue*. (Renaissance, Paris, February 28, 1908.) Last performance at Garrick (the 106th), May 11. Transferred to Terry's May 21, where it played until June 4 (17 performances).
 Robert Bertram...Mr. Ernest Leicester
 Prince de Chabran..Mr. Norman Forbes
 James Ridgeway .. Mr. Frank Cooper
 Paul Garford .. Mr. J. D. Beveridge
 Henry Greville .. Mr. F. Kinsey Pelle
 Chaillard .. Mr. Charles Hampden
 Arnhem .. Mr. Charles Dodsworder
 Rivett .. Mr. Richard Hatteras
 Certin .. Mr. Reginald Walter
 Ernest Taubman .. Mr. H. Asheton Tonge
 Sadler .. Mr. Bertram Steer
 Taylor .. Mr. Reginald Eyre
 Roussell .. Mr. George Bealby
 Johnson .. Mr. John Castle
 Harvey .. Mr. Edmond Broom
 Princess de Chabran .. Miss Nancy Price
 Mimi .. Miss Minnie Terry
 Emma .. Miss Verita Vivien
 Mme. Certin .. Miss Florence Nelson
 Mme. Moulzi .. Miss Winifred Harris
 Isadora Lorenz .. Miss Mabel Hunt
 Suzon Cassagne .. Miss Pamela Gaythorne
 Mrs. Garford .. Miss Agnes Hewitt
 Lolette .. Miss Ethel Irving
 —Garrick.
25. *The Parents' Progress*, play, in one act, by "George Paston."
 Mr. Hoskins .. Mr. Gideon Warren
 Mrs. Hoskins .. Miss Clare Greet
 Bert .. Mr. Ernest Theisger
 Em .. Miss Mary Leslie
 George Bunning .. Mr. G. H. Addison
 Miss Williams .. Miss Ruby Miller
 —Prince of Wales's.
26. *No Mother to Guide Her*, domestic play, in four acts, by W. Graham Arthurs.
 Sir Arthur Langley .. Mr. Harold Heath
 Capt. Dudley Stewart..Mr. W. G. Arthurs
 Major Ludlow .. Mr. John Riley
 Hon. Herbt. FitzHerbert..Mr. E. Bentley
 Lazarus Marks .. Mr. David Phillips
 Richard Thorpe .. Mr. J. E. McCann
 Brooks .. Mr. J. Herbert
 Judge .. Mr. R. Graeme
 Counsel for Prosecution..Mr. B. Heather
 Prison Chaplain .. Mr. John Riley
 Warder .. Mr. J. Grimm
 Policeman .. Mr. A. Wright
 Muriel Clifford .. Miss Mabel Liston
 Grace Beale .. Miss C. Middleton
 Mary .. Miss Priscilla Barnard
 Trixie Mackinlay .. Miss Kate Hughes
 —Gaiety, Musselburgh.
29. *Dr. Jekyll and Mr. Hyde*, play, in four acts, founded by J. Comyns Carr on the story by Robert Louis Stevenson. Last performance (the 98th), April 29.
 Dr. Jekyll .. Mr. H. B. Irving
 Mr. Hyde .. Mr. H. B. Irving
 Sir Danvers Carew...Mr. Charles Sugden
 Dr. Lanyon .. Mr. Eille Norwood
 Mr. Utterson .. Mr. Henry Vibart
 Mr. Enfield .. Mr. Charles Allan
 James Wellaby .. Mr. H. Marsh Allen
 Mr. Ransmead .. Mr. H. Lawrence Leyton
 Inspector Newcomen..Mr. Alex Scott-Gatty

- Dr. Jekyll and Mr. Hyde (continued).*
 Poole .. Mr. Frank Tyars
 Mr. Guest .. Mr. Arthur Curtis
 Dr. Faversham .. Mr. King Fordham
 Algée Bertram .. Mr. J. Patric Curwen
 Reginald Prout .. Mr. Stuart Musgrove
 Count Valesoff .. Mr. W. Hemstock
 Evans .. Mr. A. Syngé
 Monson .. Mr. W. Graham
 Laura Jekyll .. Miss Dorothea Baird
 Lady Hilda Holden..Miss Cynthia Brooke
 Mrs. Leppery .. Mrs. Stanislaus Calhaem
 Walters .. Miss May Holland
 Lady Carew .. Miss Tittell-Brune
 —Queen's.
29. *The Plumbers*, sketch, by Harry Grattan. (Originally produced as a music hall sketch at the Tivoli.)
 Mr. Saunders .. Mr. Arthur Williams
 Mrs. Drake .. Miss Emily Spiller
 Martha .. Miss Blanche Doris
 Erb .. Mr. Harry Grattan
 —Queen's.
30. *His Last Stage*, play, in one act, by H. O. Hughes. (Produced by The Play Actors.)
 Ned Cotton .. Mr. A. S. Homewood
 Jim Jackson .. Mr. Cyril Cattley
 Bouncer .. Mr. Benedict Butler
 Barbara .. Miss Lorna Laurence
 —Court.
30. *The Decent Thing*, play, in one act, by F. Willoughby. (Produced by The Play Actors.)
 Sir George Fladgate .. Mr. Lewis Casson
 Lady Fladgate .. Miss Marion Lind
 Blanche .. Miss Sybil Noble
 Colonel Challender .. Mr. Alfred Harris
 Mrs. Meggitt .. Miss Doris Digby
 Joe Meggitt .. Mr. Philip Knox
 Spynk .. Mr. J. Poole Kirkwood
 —Court.
30. *Augustus in Search of a Father*, play, in one act, by Harold Chapin. (Produced by The Play Actors.)
 A Night Watchman..Mr. Edward Rigby
 Augustus .. Mr. Harold Chapin
 A Policeman .. Mr. Cecil A. Collins
 —Court.
30. *Peg Woffington's Pearls*, comedietta, by C. Duncan Jones and Dennis Cleugh. (Produced by The Play Actors.)
 Peg Woffington .. Miss Frances Wetherall
 Peg Gunning .. Miss Phyllis Relp
 Sally Gunning .. Miss Mary Devereke
 Sal Fortescue .. Miss Sybil Thorndike
 Mrs. Maloney .. Miss Doris Digby
 —Court.
31. *The Strong People*, in four acts, by C. M. S. McLellan. Last performance (the 14th), February 12.
 Richard Murray .. Mr. Lewis Waller
 Col. John Pontifex .. Mr. Lyn Harding
 Jack Borinski .. Mr. Guy Standing
 Conrad Borinski .. Mr. A. E. George
 Lieut. Trench .. Mr. S. J. Warmington
 Lieut. Goodrich .. Mr. W. Cronin Wilson
 Judith Grant .. Miss Dorothy Day
 Meda Borinski .. Miss Marjorie Dix
 —Lyric.
31. *The Crimson Butterfly*, musical comedy, in two acts, lyrics by William T. Ivory, music by Eugenio Cappel.
 Doctor Sealey .. Mr. Horace Gibb
 Sir Bouncer Buffington .. Mr. Geo. Keith
 Jack Armitage .. Mr. Sen Holloway
 Wedwell .. Mr. Owen Ford
 Horatio .. Mr. Harry Douglas
 Mick .. Mr. Jas. Mailey
 Marjorie .. Miss Kitty Clark
 Mrs. Dunne Brown .. Miss Nita Mayeu
 Maisie Kissington .. Miss Eva Nelson
 Lizette .. Miss Rosa May
 —East, Oxford.

31. *Joanna from Booker's Flat*, play, in one act, by Arthur Hood.
 Jack Carruthers Mr. E. Taylor
 Vera Miss Trull
 Joanna Mrs. Mends-Gibson
 —Royal, Bury

FEBRUARY.

1. *The O'Flynn*, play, "derived from many sources," in four acts, by Justin Huntly McCarthy. Last performance (the 54th).
 March 19.
 Conacher O'Rourke Mr. W. G. Fay
 James H. Mr. C. H. Croker-King
 Duke of Tyrconnel .. Mr. Sydney Paxton
 Earl of Sedgemouth .. Mr. Henry Ainley
 Lord Fawley Mr. Frank Esmond
 Sir George Mayhew .. Mr. Frederick James
 Capt Scully Mr. Harry C. Hewitt
 Luitprand Van Dronk .. Mr. Edward Sass
 Hendrigg Mr. William Haviland
 Lieut. Trusham Mr. Scott Craven
 The O'Flynn .. Herbert Beerbohm Tree
 Coin Mr. J. W. Braithwaite
 Gosling Mr. Edmund Gurney
 Bandy Mr. Henry Morrell
 A Tailor Mr. Wilson Gunning
 Burden Mr. Hubert Carter
 Conamur Mr. Shiel Barry
 Winshaw Mr. Jules Shaw
 Tulpin Mr. Nigel Playfair
 Beggles Mr. William Mackintosh
 Mrs. Oldmixon Miss Elinor Foster
 Fancy Free Miss Ariol Lee
 Duchess of Tyrconnel .. Miss Helen Ferrers
 Lady Mountmichael .. Miss Evelyn D'Alroy
 Lady Belinda Fanshaw .. Miss Hilda Moore
 Lady Barbara Jarmyn .. Miss Hemingway
 —His Majesty's.
- 1.† *The Living Dead*, play, in four acts, by Lee Wilson Dodd.
 Marcia Miss Adela Spon
 Elliott Welmann Mr. G. D. Hare
 Cunliffe Poynter Mr. McHonnest
 Mrs. Selby Miss Agatha Simpson
 Miss Watkins Miss Pansy Harris
 Johnson Mr. Gerald Nathan
 —Court.
- 2.† *The Tempest*, the Oxford University Dramatic Society's revival of Shakespeare's play.
 Alonso Mr. J. E. S. Richter
 Sebastian Mr. G. W. A. Simpson
 Prospero Mr. W. Bridges-Adams
 Antonio Mr. R. A. Powell
 Ferdinand Mr. R. B. Pemberton
 Gonzalo Mr. M. de la P. Garcia
 Adrian Mr. G. H. Alington
 Francisco Mr. G. ...ortman
 Caliban Mr. C. Howard Smith
 Trinculo Mr. R. S. Hooper
 Stephano Mr. J. A. Stainton
 Boatswain Mr. F. E. Hawkins
 Miranda Miss Noel Maskern
 Ariel Miss Evelyn Lomax
 Iris Mrs. Bussell
 Ceres Miss Dorothy Garratt
 Juno Miss Olive Boulit
 Mariners:—Messrs. C. H. Burne, A. L. Henderson, H. E. Seth-Smith, Hon. St. G. Harris, H. Talbot Rice, G. S. Cope, C. von Fleischl, A. D. C. Russell, E. R. Speyer, J. H. Campbell, G. S. Hervey, A. D. Julius, C. J. Robin, E. D. T. Yerburgh.
- Nymphs and Reapers:—Misses S. Driver, C. Driver, B. Madan, E. Jacks, M. Vernon, P. Thomson, D. Bridson, J. Boyce Allen, R. Turner, M. Chattaway, B. Richards.
- Dogs:—Masters R. Carline, H. Smythe, H. Jefferson, K. Jefferson.
 —New, Oxford.

3. *The Cure*, play in one act.
 —Stoke Parish Room, Coventry.
4. *The Final Phase*, play, in one act, by Ursula Keene. (Produced by the Rehearsal Company.)
 Eleanor Gibson Miss May Saker
 Diana Canning Miss Clarice Laurence
 Jessie May Miss Adah Dick
 Bridget Miss Irene Moncrieff
 Sir Humphrey Canning .. Mr. C. Heatherly
 —Rehearsal.
- 4.† *Love's Comedy*, one-act play, by Frederic Sargent. (Originally produced at the Gaiety, Manchester, February 22, 1909.) (Presented by the Rehearsal Company.)
 Hon. Mrs. Roland Walton Miss Rose Dupre
 Mrs. Beresford Revelle .. Miss Maud Bowyer
 Mollie Revelle Miss Jean Graeme
 Lieut. Carson Mr. Frederic Sargent
 Mr. John Brett Mr. Clive Currie
 —Rehearsal.
- 4.† *The Real Morality (A Society Mousmé)*, play, in two acts, by Flora Hayter (Mrs. Northesk Wilson),
 Lady Parsons Miss Gwen Stewart
 Lady Chevenix Miss Abbot
 Parker Miss Muriel Shannon
 Sir Lancelot Chevenix .. Mr. E. H. Brooke
 —Boudoir, Pembroke Gardens, W.
- 7.† *Way Out West*, drama, in four acts, by Junius Booth. (Originally produced at the Royal, Lincoln, September 2, 1909.)
 Jack Hamlin Mr. Junius Booth
 Col. Starbottle Mr. Walter Kenion
 Judge Boompointer .. Mr. N. Radford
 Bat Masterton .. Mr. Harry Bannister
 Abner Byers Mr. J. Sanger
 Jim Harkins Mr. Millar Anderson
 Ah Foo Mr. William Burgess
 Harry Slynn Mr. Fred Lodge
 Manuel Garcia Mr. Walter Jarvis
 Yeba Bill Mr. W. Huron
 Lance Weatherby Mr. Percy Miller
 Skinny Hotchkiss Mr. Sam Elton
 Tom Clinch Mr. T. Cutler
 Whisky Dick Mr. Dee Lang
 Jackson Brown Mr. Henry Dilworthy
 Shotgun Bogs Mr. John Bennett
 Toama Mr. Sambo
 Monte Pete Mr. Walter Langford
 Five Fingers Charlie .. Mr. Will Blythe
 Helen Masterton Miss Alice West
 Miss Arethusa .. Miss Emmeline Rosselle
 —Fulham.
- 7.† *Was She to Blame?* play, in four acts, by Mrs. F. G. Kimberley. (Originally produced at the Junction, Manchester, April 12, 1909.)
 William Clark .. Mr. F. G. Kimberley
 Capt. George Courtney Mr. Geo. Keene
 John Norman Mr. Henry Rutland
 Frank Rosselle Mr. George Langden
 Tim Swales Mr. Kenneth Black, jun.
 Dr. Forbes Mr. F. Wilson Lowther
 Jim Harford Mr. A. Smith
 Joseph Isaacs Mr. John Arthurs
 P. C. Wilson Mr. Harry Stone
 Alice Firearms .. Miss Florence Steyne
 Sarah Swales Miss Nita Owen
 Mary Norman Miss Ellen Beverley
 Lillian Norman Miss Jennie Hastings
 Mrs. Kate Rosselle Mrs. F. G. Kimberley
 —Royal, Woolwich.
7. *Driving a Girl to Destruction*, play, in four acts, by Mrs. Morton Powell.
 Ruth Wright Miss Kate Sydney
 Ruby Wright Miss Maud M. Powell
 Madam De Meral Miss Anna Corri
 Bessie Betts Miss Maggie Stewart
 Ned Chipples Miss Eva N. Scratchard
 Robert Ray Mr. Chas. Stafford
 Lucas List Mr. F. Cyril Leighton
 Octavius Screwe .. Mr. Henry Scratchard

Driving a Girl to Destruction (continued).

Billy Broad Mr. Edward Swinton
 Bobby Broad Mr. Mackintosh Clyde
 Freddy Feather... Mr. H. Wallace Courmcock
 Rev. C. Lovett Mr. Wm. Berson
 Emily Rough Miss Rachel Rhodes
 —Royal, Belfast.

7. *Mother-to-be*, one-act love episode, by Basil Dean.

Jenny Starnes .. Miss Hilda Bruce Potter
 Sarah Starnes Miss Louise Holbrook
 Richard Starnes ... Mr. Edward Landor
 Mr. Dodd Bartley ... Mr. Leonard Mudie
 Joe Chastey Mr. Charles Bibby
 —Gaiety, Manchester.

7. *Before the Dawn*, melodrama of the Revolution, from the Russian of Leopold Kämpf.

Sofia Ivanovna Miss Edyth Goodall
 Mascha Miss Muriel Pratt
 Anton Blatschoff .. Mr. Herbert Lomas
 Vasil Mr. Ian MacLaren
 A District Inspector.. Mr. Claude Bulkeley
 Simon, House Porter .. Mr. John Beech
 Tantal Mr. Stanley Drewitt
 Anna Andrejevna Rikanskaja

Miss Mona Limerick
 A Police Inspector .. Mr. B. Iden Payne
 Police Officers { Mr. Stafford Dawson
 { Mr. Joseph A. Keogh
 { Mr. Gilbert Clarke

Cyril Mr. Esmé Percy
 A Doctor Mr. Henry Austin
 Gregor Mr. Montague Elphinstone
 A Banker Mr. Frank Daroh
 Arina Miss Ada King
 Erich Kunze Miss Basil Dean
 Sascha Mr. Gordon Blyth
 Maria Miss Hilda Bruce Potter
 Barbara Miss Edyth Goodall
 Tanja Miss Irene Heslop
 Natalia Miss Louise Holbrook
 Iyan Pavlovitch ... Mr. Charles Bibby
 Katia Miss Marianne Wachter
 Olga Lianovitch... Miss Hilda Davies
 —Gaiety, Manchester.

7. *Seaweed*, romantic play, in four acts, by

L. C. Cassidy:—
 John Handsford Mr. James Kay
 Lortez Mr. W. Harte
 Paul Mr. J. C. Wilson
 Allen Armstrong ... Mr. Villiers Stanley
 Seaweed Mrs. J. Rice Cassidy
 Duke Sergius Rubinoff ... Mr. T. Roydon
 Hon. Algernon Fitzhugh Mr. J. R. Cassidy
 Tommy Bolton Miss E. Kay
 Billy Butts By Himself
 Countess Olga of Slavonia

Miss Ada Roscoe
 Harry Lortimer Mr. Chas. Martin
 Maggie Bolton Miss Isabell Hunt
 Abraham Bolton ... Mr. David Douglas
 King Olga of Slavonia.. Mr. Alfred Boxall
 Michall Ichon Mr. Edward Lowrie
 Moulet Mr. Rolf Leslie
 Marie Miss Agnes Durham
 —Royal, Scarborough.

9. *The Superior Sex*, comic opera, in three acts, written by H. D. Banning, composed by J. H. Maunders. (Originally produced at the Empire, Southend, March 30, 1909):—

Berenice Miss Frances Glenister
 Iris Miss Rhoda Whitley
 Aurora Miss Kate Hedges
 Daphne Miss Jessie H. Rose
 Corporal Clara Miss A. Barnes
 Mrs. Memum Miss Bertha Sandland
 Colonel Faddes Mr. A. H. Phillips
 Fitzpulkingshorne.. Mr. Cuthbert Sledmere
 Joe Mulligan Mr. T. J. Cook
 Bill Blogg Mr. Stanley Ridout

The Superior Sex (continued).

Jack Robinson Mr. W. R. Coultart
 Jim Smith Mr. James H. Mammen
 Bob Jones Mr. Rees V. Jones
 Harry Brown Mr. Frank W. Harris
 Algernon Mr. Theo Ager
 Amazons:—Misses Minnie Blake, L. Bown,
 C. G. Colley, W. J. Coysli, R. Edmiston,
 Marguerite Harris, L. James, Queenie
 Lobenstein, Agnes Poliak, D. Sandland,
 G. Simpson, Elsie Southgate, Florence
 Wendon, Grace Whitley.
 Soldiers:—Messrs. S. F. Cook, Fenton
 Graham, S. G. Lamb, J. H. Monson, S.
 L. Norris, Lewis E. Nunn, Ernest W.
 Smith, C. Stapleton, Edward Thompson,
 J. Van Lessen, G. C. Vickery, G. C. Webb
 —Cripplegate Institute.

10. *Richelieu*, Lord Lytton's drama, in four acts. (Originally produced at Covent Garden, March 7, 1889.) Last performance (the fourth) February 12.

Cardinal Richelieu Mr. Robert Hilton
 Louis XIII. Mr. Gilbert Yorke
 Chevalier de Mauprat .. Mr. Lionel Atwill
 Duke of Orleans .. Mr. Norman Wrighton
 Count Baradas Mr. Frederic Sargent
 The Sieur de Beringhen .. Mr. Fred Grove
 Clermont Mr. Hugh Ardale
 1st Secretary of State Mr. T. F. Nye
 2nd Secretary of State Mr. Gerald Lindley
 Captain of the Archers

Mr. C. Hardingham
 Groom of the Chamber Mr. H. Maligny
 Father Joseph Mr. J. H. Barnes
 François Mr. George Robinson
 Huguet Mr. R. Besant
 Pages Mr. Cyril Bruce
 { Mr. Cedric Percival
 Marion de L'Orme .. Miss Sophie Harriss
 Julie de Mortimar .. Miss Marie Polini
 —Strand.

10. *The Dream Flower*, wordless phantasy, by

Aimee Lowther, music by R. Burnham.
 A Sculptress Miss Valerie Wingate
 Pierrette Miss Marie Ellis
 Pierrot Miss Mabilia Daniell
 —Strand.

10. *The Green Helmet*, play, in one act, by

W. B. Yeats.
 Cuchulain Mr. J. M. Kerrigan
 Conal Mr. Arthur Sinclair
 Laegerie Mr. Fred O'Donovan
 Emer Miss Sara Allgood
 Conal's Wife Miss Maire O'Neill
 Laegerie's Wife Miss Ethne Magee
 Red Man Mr. Ambrose Power
 Laeg Mr. Sydney J. Morgan
 —Abbey, Dublin.

12. *Pinnacles of the Future*, play, in four acts, by Daisy Halling.

John Hardy Mr. John Donnelly
 Ralph Belvedere Mr. Eric Crowther
 Eric Woodstock .. Mr. Alfred D. Blanks
 Mr. Belvedere Mr. Sam Kaufmann
 Horatio Baldwin ... Mr. Alex. Cochrane
 Dr. Udloff Mr. Walter Hind
 Ned Marks Mr. Fred Farnell
 Mrs. Belvedere Miss Elsie Furlong
 Mrs. Martyn Miss Annie Pickard
 Sarah Marks Miss Evelyn Garner
 Mrs. Brixley-Taunton Miss Daisy Halling
 —Pankhurst Hall, Manchester.

13. *A Lioness and Her Whelp*, play, in one act, by Fred D. Barker. (Produced by the Stage Society.)

Mr. Smith Mr. Philip Knox
 Mrs. Smith Miss Esmé Hubbard
 Mrs. Kent Miss Florence Lloyd
 Parker Miss Evelyn Marthèze
 Mr. Kent Mr. Reginald Dane
 —Shaftesbury.

13. *The Way the Money Goes*, play, in three acts, by Lady Bell. (Produced by the Stage Society.) Revived Royalty, March 7.
- Mrs. Riggs Miss Agnes Hill
Mrs. Holroyd Miss Helen Haye
Mrs. Tarlton Miss May Congdon
Stark Mr. Leonard Calvert
Mrs. Burrows Miss Mabel Adair
Mrs. Smithson Miss Estelle Stead
Mrs. Dale Miss L. M. Reveil
Mrs. Malony Miss Eily Malynn
John Policeman Mr. Alfred Harding
Ahn Holroyd Mr. H. Nye Chari
Vincent Mr. Douglas Gordon
Sally Holroyd Miss Evelyn Kirkby
Jack Holroyd Master Guy Helbrough
A Hawker Mr. Ernest Cosham
Mary Ann Jones Miss May Kendal
Mrs. Jones Miss Helen Boucher
Tom Tarlton Mr. Arthur Curtis
Jim Bates Mr. Holiday Atlay
Yock Denny Mr. Reginald Dane
County Court Bailiff .. Mr. Holiday Atlay
Newspaper Boy .. Master Wm. H. Brown
—Shaftesbury.
14. *Her Husband's Wife*, play, in three acts, by A. E. Thomas—Globe.
14. *A Ball or a Motor*, playlet, by "Robert Lascelles."
- Algy Mr. Lyonel Watts
Elfrida Miss Marjorie Dore
Filmer Mr. Oswald Marshall
—King's, Hammersmith.
14. *Charles—His Friend*, sketch, in one scene. (Originally produced at the Palace, August 5, 1907, and subsequently played in the music halls.)—Shakespeare.
14. *Gabriel Grant—Gambler*, play, in three acts, by Burford Delannoy.
- Gordon Rochstetter .. Mr. Herbert Terry
Elsie Rochstetter .. Miss Jessie Danvers
Gabriel Grant .. Mr. Ernest K. Nelson
Louise Cerise Miss Marie Rabey
Mary O'Connor Miss Lulu Bowes
Matilda Miss Beatrice Bride
Harvey Mr. Frank Cunard
Watson Ward Mr. Victor Huntley
Susan Miss Christine Deschamps
Martin Mr. Philip Dent
Detective Wilson Mr. Lionel Yates
—Shakespeare.
14. *The Idol's Eyes*, one-act play, by Burford Delannoy, music composed by Harold Samue.
- Roger Bellingham .. Mr. Courtice Pounds
Dr. Richard Grane Mr. Sam Walsh
Mrs. Grane Miss Myrtil Blades
Mrs. Jenkins Miss B. Gaston-Murray
Flash Jim Mr. David Quinn
Moll Miss Mary Forbes
—Shakespeare.
14. *The Excelsior Dawsons*, comedy, by R. Risk.
- Mr. John Dawson .. Mr. M. R. Morand
Mrs. John Dawson .. Miss Alice Mansfield
Miss Violet Dawson .. Miss Muriel Pope
Aunt Mary Dawson .. Miss E. Dudgeon
Arthur Dawson .. Mr. Campbell Gullan
Mr. Robert Paterson .. Mr. L. Hanray
Miss Collina Macdiarmid
Miss Irene Francklyn
Miss Babette Bougon .. Miss N. Delaney
Miss Minnie M'Clintock .. Miss L. Duncan
Mr. Charlie Sutton .. Mr. Perceval Clark
Mr. Matthewson, K.C.
Mr. D. Lewin Mannering
Miss Florence Gordon .. Miss Irene Clark
Maid Servant Miss Evans
Mr. Vincent Barker .. Mr. C. Brooking
James Mr. Cyril Griffiths
William M'Taggart .. Mr. Geo. Tawde
Mrs. M'Clintock Mrs. Sephton
—Royalty, Glasgow.
15. *A Broken Rosary*, play, in four acts, by A. W. S. Cross—Ladbroke Hall, W.
15. *Goliath Quagg*, play, in one act, by Walter Parke—Ladbroke Hall, W.
15. *Tantalizing Tommy*, comedy, in four acts, by Paul Gavault and Michael Morton. Last performance (the 254th), October 17.
- James Cottenham Mr. Cyril Maude
Harry Killick .. Mr. Kenneth Douglas
Thomas H. Pepper Mr. Fred Lewis
Mr. Eustace Tatham .. Mr. J. Beauchamp
Lord Enderby Mr. Robert Averell
Jennings Mr. John Harwood
Jack Mason Mr. M. Wetherell
Frank Ricketts Mr. A. G. Onslow
Simpson Mr. C. B. Keston
Elsie Tatham Miss Sybil Ruskin
Bertha Miss Maide Hope
Maid Miss Eva Rowland
Tommy Miss Marie Löhr
—Playhouse.
19. *Elektra*, Richard Strauss's music-drama.
- Egisteus Mr. M. D'Oisy
Klytemnestra Frau von Bahr-Mildenburg
Elektra Miss Edyth Walker
Chrysothemis Miss Frances Rose
Orestes Herr Weidemann
Companion of Orestes
Mr. Stewart Gardner
An Old Servant Mr. Veivers
A Young Servant .. Mr. Byndon-Ayres
The Housekeeper .. Miss Jenny Taggart
The Confidant Miss Isabel Bronte
The Trainbearer .. Miss Violet Williams
First Maid Miss Molly Deane
Second Maid Miss C. Milestone
Third Maid Miss Muriel Terry
Fourth Maid .. Miss Gertrude Bloomfield
Fifth Maid Miss Carrie Tubb
—Covent Garden.
19. *The Balkan Princess*, musical play, in three acts, by Frederick Lonsdale and Frank Curzon, lyrics by Paul A. Rubens and Arthur Wimperis, music by Paul A. Rubens. Last performance (the 176th), August 19.
- Grand Duke Sergius .. Mr. Bertram Wallis
Count Boethy Mr. William Lugg
Captain Radomir .. Mr. Ridgwell Culham
Lieutenant Varina .. Mr. C. Morton Home
Max Hein Mr. Charles Brown
Blatz Mr. Lauri de Frece
Lounger Mr. Norman A. Blumé
Emil Mr. Peter Blunt
Hermann Mr. Barry Neame
Henri Mr. James Blakeley
Magda Miss Mabel Sealby
Olga Miss Hazel Dawn
Sofia Miss Mabel Green
Paula Miss Margaret Ismay
Tessa Miss Madge Kirkham
Carmen Miss Peggy Lorraine
Margherita Miss Babs Capelle
Teresa Miss Sylvia Beresford
Cashiers Miss Marjorie Blythe
Princess Stephanie Miss Isabel Jay
—Prince of Wales's.
19. *The Greater Sin*, comedy-drama, in prologue and three acts, by A. B. Mackay—Grand, Aberaman.
19. *The Merchant of Venice*, Mr. Arthur Phillips's revival of Shakespeare's play. Last performance (the 33rd), March 19.
- The Duke of Venice .. Mr. Cyril Vernon
Prince of Morocco .. Mr. Leslie Palmer
Prince of Arragon .. Mr. Rupert Harvey
Antonio Mr. James Berry
Bassanio Mr. Cyril Keightley
Salanio Mr. E. Stuart Vinden
Salarino Mr. Richard Fielding
Gratiano Mr. E. Harcourt-Williams
Lorenzo Mr. Scott Sunderland

The Merchant of Venice (continued).

- Shylock Mr. Arthur Phillips
 Tubal Mr. Vernon
 Launcelot Gobbo Mr. Ross Shore
 Old Gobbo Mr. Arthur Payne
 Nerissa Miss Dora Hole
 Jessica Miss Christie Laws
 Portia Miss Amy Brandon Thomas
 —Court.
20. *The Marriage of Columbine*, play, in four acts, by Harold Chapin. (Produced by The Play Actors.)
 Scaramouche Mr. A. S. Homewood
 Columbine Miss Sybil Thorndike
 Tommy Master Nagle
 Mrs. La Bolaro Miss Agnes Thomas
 Mr. George Salamandro, Mr. H. K. Ayliff
 Alfred Scott Mr. Ernest Young
 Bob Mr. A. L. Burke
 Annie Miss Lorna Lawrence
 Mrs. Jollings Miss Irene Moncrieff
 Jessie Poole Miss Gwladys Morris
 —Court.
20. *The Eve of the Wedding*, play, in one act, by Fanny Morris Wood.
 Rosalie Benningham .. Miss Joy Chatwyn
 Lennox Clifford .. Mr. Warburton Gamble
 Emma Miss Honor Eliot
 Mrs. Benningham .. Mrs. Kaffin Crosfield
 Huggins Mr. Patrick Curwen
 Robert Clifford Mr. James Gelderd
 —Rehearsal.
21. **Tristan and Isolde*, Wagner's opera—Covent Garden.
21. *Justice*, tragedy, in four acts, by John Galsworthy. Repertory Theatre production. 26 performances given.
 James How Mr. Sydney Valentine
 Walter How Mr. Charles Maude
 Robert Cokeson Mr. Edmund Gwena
 William Falder Mr. Dennis Eadie
 Sweedle Mr. George Hersee
 Wister Mr. Leslie Carter
 Cowley Mr. C. E. Vernon
 The Judge Mr. Dion Boucicault
 Counsel for the Prosecution, Mr. O. A. Ayle
 Counsel for the Defence, Mr. C. Bryant
 The Clerk of Arraigns, Mr. C. C. Calvert
 An Usher Mr. Talbot Homewood
 Foreman of the Jury Mr. E. Ossulton-Riche
 Governor of Prison, Mr. Grendon Bentley
 The Chaplain Mr. Hubert Harben
 The Doctor Mr. Lewis Casson
 The Chief Warder .. Mr. Frederick Lloyd
 A Warder Instructor .. Mr. Benedict Butler
 Mooney Mr. Robert Pateman
 Clipton Mr. O. P. Heggie
 O'Cleary Mr. Whitford Kane
 Ruth Honeywill Miss Edyth Olive
 —Duke of York's.
21. *Justice*, play, in four acts, by John Galsworthy (simultaneous with the London production).
 Robert Cokeson Mr. M. R. Morand
 Sweedle Mr. Cyril Griffiths
 Ruth Honeywill Miss Irene Rooke
 William Falder Mr. Milton Rosmer
 Walter How Mr. Percival Clark
 James How Mr. Lawrence Hanray
 Cowley Mr. Campbell Forbes
 Wister Mr. Brooking
 Harold Cleaver, K.C., Mr. J. T. Macmillan
 Hector Frome Mr. Campbell Gulkan
 Mr. Justice Floyd, Mr. D. Lewin Mannerling
 Captain Danson Mr. Cecil Brooking
 Wooster Mr. Gullian
 Rev. Hugh Miller Mr. C. F. Carajill
 Edward Clements, Mr. D. Lewin Mannerling
 Mooney Mr. George Tawde
 Clipton Mr. Richard Pyne
 O'Cleary Mr. V. Maclure
 —Royalty, Glasgow.

22. *The Village Romeo and Juliet*, music drama, in six scenes, by F. Delius (in English)
 Manz Mr. Harry Dearth
 Marti Mr. Dillon Shalfard
 Black Fiddler Mr. Robert Maitland
 Sali Mr. Walter Hyde
 Child Sali Miss Muriel Terry
 Vrenchen Miss Ruth Vincent
 Child Vrenchen Miss Betty Booker
 The Slim Girl Miss Muriel Terry
 The Wild Girl Miss Muriel Terry
 Poor Horn Player Mr. Arthur Royd
 Hunchback Bass Player Mr. A. Archdeacon
 Peasant's, Showpeople, etc.:—Messrs.
 Chignell, Veevers, Vogel, Thompson, Clay
 Thomas, Wynn, Langley, Bayliss, Misses
 Tubb, Lawes, Zoller, Godwin, Trevitt,
 Shannon, Cheal, Halliday.
 —Covent Garden.
22. **Feudalismo (Low Lands)*, Sicilian drama, in three acts, adapted by Angelo Guimera from the Spanish play *Tierra Baja*. (Original English production at the Shaftesbury, February 23, 1908.)—Lyric.
23. *Misalliance*, a debate, in one sitting, by Bernard Shaw. Repertory Theatre production. 11 performances given.
 John Tarleton, jun. .. Mr. Frederick Lloyd
 Bentley Summerhays Mr. Donald Calthrop
 Hypathia Tarleton ... Miss Miriam Lewes
 Mrs. Tarleton Miss Florence Haydon
 Lord Summerhays Mr. Hubert Harben
 John Tarleton Mr. C. M. Lowne
 Joseph Percival Mr. Charles Bryant
 Lina Szczebanowska .. Miss Lena Ashwell
 Julius Baker Mr. O. P. Heggie
 —Duke of York's.
24. *The Tenth Man*, play, in three acts, by W. Somerset Maugham. Last performance (the 65th), April 29.
 George Winter Mr. Bouchier
 Lord Francis Etchingham, Mr. E. Maurice
 Lord Perigal Mr. A. Holmes-Gore
 James Ford Mr. A. E. George
 Rt. Hon. Robert Colby Mr. G. Tearle
 Frederick Bennett Mr. M. Sherbrooke
 Colonel Boyce Mr. Frank Atherton
 Rev. William Swatecliffe Mr. G. Bealy
 Teddy O'Donnell Mr. Douglas Imbert
 Thompson Mr. Dallas Cairns
 Lady F. Etchingham, Miss K. Sergeantson
 Anne Miss Daisy Markham
 Catherine Winter Miss Frances Dillon
 —Globe.
24. *The Bounder*, comedy, in three acts, by W. J. Minnion.
 Joseph King Mr. Lawrence Abbott
 Sir Horace Towers, Bart. Mr. H. B. Harvey
 Carson Mr. Harry Vine
 Arthur Meredith Mr. S. V. Newton
 Kate Towers Miss Nina Morgan
 Tom Wilton Mr. Reginald C. Barnes
 Lucy Wilton Miss Nellie Mignon
 Lizzie Miss Winifred Allan
 Servant Miss Miller
 George Mr. Albert James
 —Wandsworth Town Hall.
24. **La Zolfara*, Sicilian drama, in three acts, by Guisli Senopole (original English production at the Shaftesbury, February 7, 1908)—Lyric.
25. **Mafia*, Sicilian drama, in three acts, by Luigi Capuana (original English production at the Shaftesbury, February 3, 1908)—Lyric.
25. *By and By*, social farce, by Alice Hodson.
 Matilda Piper Miss Muriel Daborn
 Susan Jones Miss Jessica Salway
 Lady Simpson Mrs. Joseph Leon
 Mrs. Pioneer Mrs. Nelme Nalder
 —Lyceum Club.

- 25.†*The Surprising Sermons*, one-act play (dramatised from a story by Mrs. Crowther Beynon by Bertha N. Graham).
Mrs. Stanesmere Mrs. Joseph Leon
Janet Stanesmere Mrs. Gwendolen Bishop
Rev. James Stanesmere Mr. R. Hutton
Servant Miss Bertha N. Graham
—Lyceum Club.
25. *The Prodigal's Welcome*, play in one act, by Annie Möller.
Marguerite Mme. A. Möller
Jacques Mr. J. Pitt Hardacre
Adolph Mr. Vincent Harvey
—Royal, Darwen.
26. *The Climax*, play in three acts, by Edward Locke. Last performance (the 18th), March 11.
John Raymond Mr. Guy Standing
Luigi Golfanti Mr. Russ Whytal
Pietro Golfanti Mr. Effingham Pinto
Adelina Von Hagen .. Miss Marie Doro
—Comedy.
- 26.†**La Figlia di Jorio*, Sicilian play in three acts, by Gabriele d'Annunzio. (Original English production at the Shaftesbury, February 10, 1908).
—Lyric.
26. *The Village Wedding*, cottage drama, in three acts, by Charles McEvoy. (Produced by the Aldbourne Village Players). London production, May 23, Coronet.
Sarah Pieter Miss Mabel Hedges
Robert Beal Mr. Charles Martin
Daisy Pieter Miss Alice Cook
Fanny Pieter Miss Edith Palmer
Polly Saunders Miss Lilian Lake
Lizzy Beal Miss Agnes Stroud
Dick Strong Mr. Edward Hawkins
William Pieter Mr. George Jerram
George Hicks Mr. Charles Tucker
Albert Black Mr. John Orchard
A Tramp Mr. William Freemantle
—Aldbourne Village Theatre.
27. ||*Ten and Sixpence*, musical farce, in two acts, by Mont. Samuel—Brondesbury Synagogue, N.W.
27. *The Dud of the Family; or, The Worst Woman in the Profession*, burlesque melodrama, by Harold Montague.
John Smith Mr. Fred Stephens
Emily Smith Mr. Alfred Thomas
Gladys Smith Mr. Walter Walters
Harold Hardup Mr. Robert Dennatt
William Posada Mr. George Robins
Gertrude Upphenfum. Mr. Wilson James
Bill Bashem Mr. Harry Ruming
Walter Jones Mr. Harry Briden
Richard Marsh .. Mr. Harold Montague
Waiter Mr. Bret Hayden
—Criterion Restaurant.
- 28.**The Prodigal Son (L'Enfant Prodigue)*, opera, by Claude Debussy.
—Covent Garden.
- 28.**Hänsel and Gretel*, fairy opera, by Adelheid Wette, music by Humperdinck.
—Covent Garden.
- 28.**Les Clochés de Corneville*, opera bouffe, English adaptation by H. B. Farnie and R. Reece, music by Planquette. (Originally produced at the Folly, February 23, 1878.)—Coronet.
- 28.**The Purse of Gold*, comedy, in one act, by J. Sackville Martin. (Originally produced by the Play Actors at the Court, May 9, 1909.)
Mr. Tom Naylor Mr. Leonard Mudie
Mrs. Naylor Miss Hilda Davies
Mr. Astley .. Mr. Montague Elphinstone
Mr. Barker Mr. Stanley Drewitt
Mr. Gregory Mr. Edward Lendor
Mr. Thompson Mr. Gilbert Clark
Mr. Miller Mr. Francis Hope
—Gaiety, Manchester.
28. *The Tallyman*, one-act comedy, by Edward A. Parry.
Charlotte Mac Intyre.. Miss Edyth Goodall
Mrs. Gutterage Miss Ada King
John Mac Intyre Mr. Charles Bibby
August Grant Mr. Leonard Mudie
—Gaiety, Manchester.
28. *The Artfulness of Ada*, play described as a piece of deception in three acts, by Arthur Shirley.
Ada Byron Bruce .. Miss Madge Crichton
Robt. Byron Bruce... Mr. Frank Tennant
Mrs. Glynne Miss Valerie Crespin
Mrs. Google Miss Kate Kearney
Lucy Miss Ethel Hart
Fred Spencer Mr. J. F. Knowles
Tom Sennoaks Mr. Alick Chumley
Jopling Mr. Thomas Sidney
McClosky Miss Nellie Shirley
Colonel Duval.. Mr. Stanley B. Farbridge
—Pleasure Gardens, Folkestone.

MARCH.

1. *The Twelve-Pound Look*, comedy, in one act, by J. M. Barrie. Repertory Theatre production. 25 performances.
Sir Harry Sims Mr. Edmund Gwenn
Lady Sims Miss Mary Barton
Kate Miss Lena Ashwell
Tombs Mr. C. C. Calvert
—Duke of York's.
1. *The Sentimentalists*, scenes from an unfinished comedy by George Meredith. Repertory Theatre production. 6 performances.
Homeware Mr. Dennis Eadie
Arden Mr. Charles Maude
Swythin Mr. Hubert Harben
Osier Mr. Lewis Casson
Professor Spiral Mr. C. E. Vernon
Astraea Miss Fay Davis
Lyra Miss Mary Jerrold
Dame Dresden Miss May Whitty
Virginia Miss Penelope Wheeler
Winifred Miss Sybil Thorndike
Lady Oldlace Miss Eva Kilkick
—Duke of York's.
1. *Old Friends*, play, in one act, by J. M. Barrie. Repertory theatre production. 6 performances.
Stephen Brand .. Mr. Sydney Valentine
Mrs. Brand Miss Lena Ashwell
Carry Miss Dorothy Minto
Rev. J. Carroll Mr. Hubert Harben
—Duke of York's.
1. *Omerta (The Law of Silence)*, drama, in three acts, by G. Polver, translated into Sicilian by S. Arcidiacono.
Saru Cav. Uff. Giovanni Grasso
Don Toto Falsone Signor N. Viscuso
Patri Don Giovanni .. Signor R. Spadaro
Delegato di P.S. .. Signor A. Campagna
Maddalena Bonura.. Signora G. Campagna
Assunta .. Signora Marinella Braggaglia
—Lyric.
- 3.†*Plain Fare*, comedy in one act, by Lila Field.—Playhouse.
- 3.†*Money and the Girl*, play in one act, by Lila Field—Playhouse.
- 3.†*The Goldfish*, one-act fairy play, by Lila Field.
King Star Fish Miss Irene Valerie Hyman
King Gold Fish Miss Julia Landau
Queen of the Anemones
Miss Alma Samuel
Amber Fairy Miss Margaret Landau
Sea Nymph Miss Nellie Blackford
Pearl Fairy Miss René Mayer
Kitty Miss Maxine Hyman
Dolly Miss Vera Le Flemming
—Playhouse.

- 3.**The Flute of Pan*, dance idyll, by Newman Harding, music composed by George W. Byng, dances arranged by Elise Clere.
—Playhouse.
- 4 *Basso-Porto*, drama, in three acts, by G. Cognetti, translated into Sicilian by A. Arcidiacono.
Tanu Cav. Uff. Giovanni Grasso
Saridda Signora I. Campagna
Trisina Signor R. Spadaro
Ronda Signora G. Campagna
Antonietta Signora V. Ballstrieri
Filomena Signora R. Ballstrieri
Ciccinn Signor N. Viscuso
Luigi Signor P. Sapuppo
Gennaro Cav. A. Musco
Pasquali Signor R. Spadaro
Mariddu Signor P. Florio
Vienzino Signor P. Fichera
Paulino Signor D. Quartarone
L'Orvu Signor G. Trovato
Venditore di Pomodoro Signora A. Longo
Maria Signora Marinella Bragaglia
—Lyric.
- 5.**The Fighting Chance*, military drama, in four acts, by Edward Ferris and B. P. Matthews. (Originally produced as *The Cheat at the Grand*, Wolverhampton, September 28, 1908. Since re-written.) Last performance (the 62nd), April 27.
Stephen Blanchard .. Mr. Frederick Ross
Capt. Jim Blanchard Mr. Robert Minster
Captain Philip Rivers .. Mr. Eric Mayne
General Blanchard .. Mr. Arthur Royston
Dr. John Vorland .. Mr. Halliwell Hobbes
Colonel Paget Mr. Geo. P. Polson
Captain Fraser Mr. Cecil Kinnaird
Lieutenant Ohisholm.. Mr. Cecil Saunders
Lieutenant Brabazon Mr. Hastings Lynn
Lieutenant Neyland .. Mr. Vivian Gilbert
Larry O'Brien Mr. Hubert Willis
Maharajah of Daulatpore
Mr. A. V. Bramble
Izra Mahomet Khan .. Mr. Percy Rhodes
Yassen Khan Mr. Frank George
Ali Khan Mr. Sidney Vautier
Yussif Beg Mr. Edward Pollard
Native Hospital Orderly Mr. Wilton James
Sergeant Mr. Frank Stone
Joan Fielding Miss Phyllis Relf
Mrs. Effie Mackintosh
Miss Blanche Stanley
Mrs. Vanstart Miss Mary Forbes
Marjorie Vorland .. Miss Marjorie Chard
Ethel Hardy Miss Ruth Matland
—Lyceum
- 7.**The Way the Money Goes*, play, in three acts, by Lady Bell. (Originally produced at the Shaftesbury play by the Stage Society on February 13.) Last performance (the 16th), March 19.
Mrs. Riggs Miss Agnes Hill
Mrs. Holroyd Miss Helen Hays
Mrs. Tarlton Miss May Congdon
Slark Mr. Reginald Dane
Mrs. Burrows Miss Mabel Adair
Mrs. Smithson Miss Estelle Stead
Mrs. Dale Miss L. M. Revell
Mrs. Molony Miss Lily Malyon
A Policeman Mr. Alfred Harding
John Holroyd Mr. H. Nye Chart
Vincent Mr. Douglas Gordon
Sally Holroyd Miss Evelyn Kirkby
Jack Holroyd Mr. Guy Helbrough
A Hawker Mr. D. J. Williams
Mary Ann Jones Miss May Kendal
Mrs. Jones Miss Helen Boucher
Tom Tarlton Mr. Frank Cochrane
Jim Bates Mr. Holliday Attlay
Yock Denny Mr. Reginald Dane
A County Court Bailiff Mr. Holliday Attlay
Newspaper Boy.. Mr. William H. Brown
—Royalty.

7. *The Passing of the Ironside*, dramatic incident, by P. E. Slayton.
Trevor Mr. Clive Currie
Keziah Miss Evelyn Vanderzee
Mistress Alport Miss Ursula Keene
Captain Jack Enderby.. Mr. Frank Lincoln
—Rehearsal.
7. *Im Weissen Rössl (The White Horse Inn)*, comedy, in three acts, by O. Blumenthal and G. Kodelburg—Cripplegate Institute.
7. *Our First Dinner*, comedietta, in one act, by Florence Lloyd.
Dick Mr. Cecil Brooking
Nesta Miss Muriel Pope
—Royalty, Glasgow.
7. *Where's Your Wife?* musical comedy, in three acts, by Fred H. Nance.
Tom Brandon Mr. G. H. Doyle
Alf. Mason .. Mr. A. W. Beraford
Carl Frank Neville Mr. Cameron Nelson
Harvey Harrison Mr. Stewart Walters
Edward Brandon Mr. Fred H. Webb
Fred Maxwell Mr. Reggie Wilson
Harry Davis Mr. Albert Bruce
Charlie Burnett .. Mr. Wilfred Lawson
Maude St. Clair Miss Alice McClay
Winifred Charteris ... Miss May C. Goff
Bertha Manning Miss Ruby Coleman
Mary Miss Amy Maitland
Dora Armitage .. Miss Gwennie Rodina
Nellie Armitage Miss Violet Craven
Mrs. Everard Miss Mattie Hyde
—Pier Pavilion, New Brighton.
7. *The Mist that Does be on the Bog*, "fog, in one act, by Gerald Macnamara"—Opera House, Belfast.
- 8.**Ivanhoe*, opera, in four acts, by Julian Sturgess, music by Arthur Sullivan. (Originally produced at the Royal English Opera House, January 31, 1891.)—Covent Garden.
8. *Pietra Fra Pietre*, drama, in four acts, a translation of Sudermann's *Stein unter Steinen*, by S. Arcidiacono.
Pietro Benanti..Cav. Uff. Giovanni Grasso
Signor Zaccaria N. Viscuso
Antonio A. Longo
Stefano A. Campagna
Rocco R. Spadaro
Cola Guarino P. Florio
Angelo Strutti Cav. A. Musco
Giorgio G. Trovato
Andrea P. Sapuppo
Commissario di Pa. Sa..... P. Lara
Maria C. Ballstrieri
Signora Marianna R. Spadaro
Gina bambina a 6 anni..G. Spadaro
Lucia Siga. Marinella Bragaglia
—Lyric.
8. *Double Dummy*, play, in one act, by Mr. B. Macdonald Hastings.
Mr. Adrian Cotsford.. Mr. Sydney H. Strong
Mrs. Cotsford Miss Eileen Savage
Miss Thorp Miss Violet Cuddon
Lieut. H. Chadwick.. Mr. Charles Davidson
—Cripplegate Institute.
8. *Captain of the Hosts*, play, in three acts, by Rutherford Mayne.
Neil Gallina Mr. Ross Canmer
Billy Baird Mr. Charles Kerr
Herbert Young Mr. Jackson Graham
Flapper McKeown... Mr. G. Macnamara
Jamesy McCloy..... Mr. Alan Whitley
Hughy Thompson .. Mr. G. A. Charters
Thomas Mr. J. M. Harding
Annie Miss Helena Cairns
Mrs. McKie Miss Margaret O'Gorman
Barbara Miss Seven Canmer
—Opera House, Belfast.

9. *The Madras House*, comedy, in four acts, by Granville Barker. Repertory Theatre production. 10 performances.
 Henry Huxtable Mr. E. W. Garden
 Catherine Huxtable. Miss Florence Haydon
 Laura Huxtable. Miss Ada Marius
 Minnie Huxtable. Miss Elizabeth Chesney
 Clara Huxtable. Miss Joy Chatwyn
 Julia Huxtable. Miss Victoria Addison
 Emma Huxtable. Miss Sybil Thorndike
 Jane Huxtable. Miss Nell Carter
 Major Thomas. Mr. Charles Bryant
 Philip Madras. Mr. Dennis Eadie
 Jessica Madras. Miss Fay Davis
 Constantine Madras. Mr. Sydney Valentine
 Amelia Madras. Miss May Whitty
 Eustace Perrin State. Mr. Arthur Whitty
 Marion Yates. Miss Mary Jerrold
 Mr. Brigstock. Mr. Lewis Casson
 Mrs. Brigstock. Miss Mary Barton
 Miss Chancellor. Miss Geraldine Olfie
 Mr. Windesham. Mr. Charles Maude
 Mr. Belhaven. Mr. Donald Kalthrop
 Three Mannequins. Miss Asta Fleming,
 Miss Mair Vaughan, Miss Mary Brenda
 Maid at Denmark Hill, Miss Millie Emden
 Maid at Phillimore Gardens. Miss Hilliard
 —Duke of York's.
10. *Two Merry Monarchs*, musical play, in two acts, book by Arthur Anderson and George Levy, lyrics by Arthur Anderson and Hartley Carriek, music by Orlando Morgan. Last performance at Savoy (the 43rd), April 23. See revival, April 30, at the Strand.
 Rolandyl. Mr. C. H. Workman
 King Paul of Esperanto. Mr. E. White, jun.
 King Utopos of Utopia. Mr. Lennox Pawle
 Prince Charmis. Mr. Roland Cunningham
 Helvanous. Mr. Leslie Stiles
 Mandamus. Mr. Neville George
 Head Flunkey. Mr. Francis Pater
 Princess Cynthia. Miss Daisy le Hay
 Iria. Miss Alma Barber
 Caroline. Miss Mayne Young
 Dorothy. Miss Aileen Peel
 Hermia. Miss Marie West
 Gretchen. Miss Laurie Opperman
 Jean. Miss Joan Adair
 Carmenita. Miss Bettya Heaps
 Celeste. Miss Adeline Waterlow
 Trumpeters. Messrs. Browne and French
 —Savoy.
10. *Spooner's Baby*, farcical sketch.
 Major Botherley. Mr. Aubrey Fitzgerald
 Rev. Dr. Barkhurst. Mr. Harold Johnson
 Percy Spooner. Mr. Pinnard
 Waiter. Mr. Wynne York
 Miss Clackett. Miss Helen Langton
 Bella Spooner. Miss Elizabeth Welland
 —Criterion.
10. *The Skylark*, musical play, by William Harris, music by F. G. Dossert.
 —Ladbroke Hall.
10. *The Hand that Rocks the Cradle*, drama, in four acts, by J. A. Campbell. July 25, Junction, Manchester. (London production, under the title of *The Coastguard's Daughter*, November 14, Elephant and Castle.)
 Post-Capt. Henry Drummond
 Mr. H. Maxwell
 Lieut. Philip Marchant. Mr. Frank Liston
 Derek Mason. Mr. Graham Woods
 John Melrose. Mr. Henry Sainsbury
 Jerry Dale. Mr. Geo. Scully
 Lieut. Arthur Barclay. Mr. G. T. Vane
 Edward Somerville. Mr. A. F. Stuart
 Captain Hubert Sternroyd. Mr. J. Miller
 Lieut. Dennis Jermyn. Mr. John Locke
 Gabrielle D'Armand. Miss M. Warburton
 Bessie Brig. Miss Maudie Grayson
 Audrey Melrose. Miss Mary Fulton
 —Junction, Manchester.
11. *La Festa d'Aderno*, Sicilian drama, in four acts.
 Compare Cola. Cav. Uff. G. Grasso
 Prazzitu. Signor N. Viscuso
 Angeju. Signor P. Florio
 Benedittu. Signor G. Trovato
 Cosimu. Signor B. Quararone
 Calogero. Signor S. Puglisi
 Canu. Signor P. Sapuppo
 Matteu. Signor P. Fichera
 Ciccu. Signor C. Boccadifuoco
 Dutturf. Signor C. Campagna
 Delegato. Signor P. Lara
 Primo carabinieri. Signor V. Carrara
 Secondo carabinieri. Signor A. Algozzino
 Carmela. Signora C. Balesrieri
 Comare Rosa. Signora R. Spadaro
 Comare Tudda. Signora G. Campagna
 Donna Caterina. Signora D. Lara
 Comare Maria. Signora M. Bragaglia
 —Lyric.
12. *The Scarlet Pimpernel*, drama, in four acts, by Baroness Orczy and Montague Barstow. (Originally produced at the New, January 5, 1905.) This revival ran for 155 performances, and finished on July 30.
 Prince of Wales. Mr. Philip Merivale
 Sir Percy Blakeney. Mr. Fred Terry
 Sir Andrew Ffoulkes. Mr. A. Kendrick
 Lord Anthony Dewhurst. Mr. M. Chazry
 Lord Grenville. Mr. J. L. Dale
 Chauvelin. Mr. Horace Hodges
 Comte de Tournai. Mr. H. H. Wright
 Vicomte de Tournai. Mr. R. E. Pickering
 Armand St. Just. Mr. Maurice Elvey
 Hebert. Mr. Walter Edwin
 Jellyband. Mr. Frederick Groves
 Jimmy Pitkin. Mr. Norman Yates
 Harry Waite. Mr. Guy Cunningham
 Brogard. Mr. J. Carter Edwards
 Captain of the Guard. Mr. H. Griffiths
 Mr. Hempseed. Mr. George Dudley
 Servant. Mr. Goodwin Nock
 Aristocrat. Mr. Knott Cumming
 Chepy. Mr. Walter Armstrong
 Citizen. Mr. Broughty Ferrie
 Messenger. Mr. Hughbert Dane
 Comtesse de Tournai. Miss C. Pouncefort
 Suzanne de Tournai. Miss E. Beatrice
 Sally Jellyband. Miss Dora Jesslyn
 Mère Brogard. Miss Marion Sterling
 Lady Portables. Miss Stuart Innes
 Lady Blakeney. Miss Miriam Lewes
 —New.
14. *The Last Man In*, play, in one act, by W. B. Maxwell.
 Mrs. Judd. Miss Elspeth Dudgeon
 Mr. Billett. Mr. Perceval Clark
 Mr. Judd. Mr. Laurence Hanray
 The Last Man In. Mr. Norman McKeown
 The Doctor. Mr. Lytton
 —Royalty, Glasgow.
14. *Lady Betty*, comedietta, in one act, by F. E. French.
 Lady Betty Fontaine. Miss M. Congdon
 Pamela. Miss Eily Malyon
 Eustace. Master William H. Brown
 Lord Altringham. Mr. Douglas Gordon
 —Royalty.
14. *Miss Plaster, of Paris*, musical comedy, by Henry L. Osmond and Henry Wardroper.
 Numskul Nubbs. }
 Oliver Cromwell. } Mr. Charles Tolcher
 Widow McKay. }
 Tom Flubbs. Mr. Wilfred E. Brandon
 Alexander. Mr. Harry Ed. Bay
 Medea Hamilton. Miss Winifred Chalmers
 Margery Mayfair. Miss May Wyatt
 Gertie Fownes. Miss Gertie Brace
 Lottie Golightly. Miss Edith Leslie
 Polly Slapcabbage. Miss Mabel Hall
 Time All-Mark. Miss Madge Franks
 Mrs. Nubbs. Mr. Sid Dean
 Eliza Plaster. Miss Celestine Brandon
 —Pier Pavilion, New Brighton.

14. †*Her Path of Sorrow*, drama, in four acts, by Mrs. F. G. Kimberley. (Originally produced (S.P.) November 17, 1909, Royal, Barry; December 27, 1909, Prince's, Acerrington.)
 Richard Burfield .. Mr. Charles Draycott
 Guy Lowther Mr. Frank Fylesfield
 Lionel Heathcote .. Mr. Frank Etheridge
 Markham Ferrars .. Mr. Theo. Balfour
 Farmer Rayne Mr. Charles Reyno
 Tommy Onions Mr. Will Hook
 Jack Smith Mr. Hubert Laurence
 Dr. Simms Mr. Allan Sathwyn
 P.C. Bridge Mr. Wilson Saunders
 Detective Williams .. Mr. Eric Winstanley
 P.C. Robinson Mr. T. W. Wether
 Warden Jackson .. Mr. Wilfred Eckhart
 Mlle. Lucille Miss Nellie Freeland
 Polly Green Miss Daisy Carlton
 Nellie Rayne Miss Fay Garnet-Vayne
 Pauline Ferrars Mrs. Chas. Draycott
 —Royal, Woolwich.
14. †*Wat*, play, in three acts, by Walter Savage Cooper.
 Queen Elizabeth Miss Sydney Keith
 Lord Trevor Mr. Dashwood Carter
 Lady Trevor Miss Edith Ellsworth
 Alice Miss Millicent Cooper
 Sir Roland Mr. Sidney Gowitz
 Kitty Miss Hilda Foster
 Dame Sarah Mrs. Dashwood Carter
 Will Mr. H. Savage Cooper
 An Officer Mr. B. Bristow
 First Gentleman .. Mr. J. Savage Cooper
 Second Gentleman .. Mr. Cyril Cheffins
 Sue Miss E. Fitzsimmons
 Tom Mr. Geo. Forbes
 Dick Mr. W. Shipham
 Wat Underwood .. Mr. W. Savage Cooper
 —Cripplegate Institute.
14. *The Truth About De Courcy*, comedy, in three acts, by George J. Hamlen and Alfred Wareing.
 Gaston de Courcy Mr. Milton Rosmer
 Ethel Carmichael Miss Muriel Pope
 Mr. Carmichael Mr. Campbell Gullan
 Arthur Graham Mr. Cecil Brookings
 Bella Miss Lola Duncan
 Mrs. Blair Miss Alice Mansfield
 Lucille de Courcy .. Miss Norah Delaney
 Mrs. Simpson Miss Elspeth Dudgeon
 Miss Millar Mrs. M. Milton
 Miss Gibb Miss Eugenie Franeklyn
 Marie Miss Ethel Evans
 —Royalty, Glasgow.
14. *The Tooth of Necessity*, "dialogue, with interruptions," by Arthur Eckersley.
 Harold Slater Mr. Edmund Hollick
 Gladys Giffard Miss Nora Craigie
 Choddles Mr. Cyril Royce
 —Gaiety, Hastings.
15. †*The Toymaker of Nuremberg*, play, in three acts, by Austin Strong. Given for 6 special *matinées*. Revived October 19, Playhouse.
 The Toymaker Mr. Cyril Maude
 The Sergeant Mr. J. D. Beveridge
 The Old Actor Mr. Fred Lewis
 The Stranger Mr. A. Holmes-Gore
 The Boy Mr. Shiel Barry
 The Boy's Friend, Master Bobbie Andrews
 The Employer Mr. Charles Allan
 The Lamplighter Mr. M. Wetherall
 The Street Cleaner Mr. C. B. Keston
 The Sentry Mr. A. G. Onslow
 The Auctioneer Mr. Daniel McCarthy
 The Mother Miss Elsie Chester
 The Girl Miss Margery Maude
 The Cook Miss Emma Chambers
 —Playhouse.
16. *Some Showers*, play, in one act, by W. Pett Ridge.
 George Mr. J. Edward Pearce
 Daisy Miss Sylvia Dawson
 —Tyne, Newcastle.

17. †*Mrs. Markham's Last Flirtation*, comedy, in one act, by Violet Leonard.
 Mrs. Richard Markham.. Miss V. Leonard
 Dolly Mason.. Miss Dorothea K. Holzapfel
 Mr. Markham..... Mr. Cecil Pearson
 Lord Eversham..... Mr. Moresby Troberne
 Mary Miss Frances Wenham
 —Royal Academy of Music.
17. †*The Lay Figure*, farcical comedietta, by W. H. Higginbottom.
 Jack Mr. W. H. Higginbottom
 Mirabel Lisle.. Miss Dorothea K. Holzapfel
 Matilda Miss Cecil Martin
 Henry Mr. Henry Sanders
 —Royal Academy of Music.
17. †*Her King of Men*, romantic play, in four acts, by Russell Norrie.
 Lt. A. S. Radinoff.. } Mr. Russell Norrie
 Jack Playfair }
 Major Daresky Mr. Gerald Jordan
 Lieut. Sholkoff Mr. Cecil Renton
 Lieut. Kreitzoff Mr. Gustave Dobree
 M. Bermontoff Mr. J. W. Wilkinson
 Isaac Slevinsky Mr. Frank Caffrey
 Capt. Nestor Mr. J. Vernon Shaw
 Citizen Steroff Mr. Walter Dunlop
 Dr. Nieblitz Mr. J. N. Coulson
 Lady Darling Miss Dorothy Charles
 Vera Zareff Miss Carrie Young
 Feo Miss Dorothy Northmore
 Widow Mueller .. Miss Mollie Monaghan
 A Boy Miss Hettie Hornsby
 Mme. Bermontoff Miss Laurie O'Neill
 Mabel Darling Miss Lenna Vernon
 Elma Radinoff Miss Nellie Clyde
 —Empire, Swindon.
18. *Cavaliere Pedagna*, comedy, in three acts, by L. Capuana.
 Cav. Pedagna.. Cav. Uff. Giovanni Grasso
 Proposito Balata..... Signor R. Spadaro
 Notalo Scoffitti Cav. A. Musco
 Donna Lia Signora C. Balistrieri
 Donna Mara Signora Rosalia Spadaro
 Agatina Gina Spadaro
 Roberto Umberto Spadaro
 Elsa Signora Marinella Bragaglia
 —Lyric.
18. *A Tea Party at the House of Calphurnia*, by the Hon. Maurice Barling.
 —Kent House, Knightsbridge.
19. †*The Morning After*, play, in one act, by Arthur Leslie.
 —Freehold Institute, Hornsey.
19. †*Madcap Betty*, play in one act by Arthur Leslie.—Freehold Institute, Hornsey.
20. *Miss Tassey*, play, in one act, by Elizabeth Baker. (Produced by The Play Actors.)
 Miss Tassey Miss Ada Hatchwell
 Miss Postlethwaite .. Miss Adah Barton
 Miss Rose Clifton .. Miss Esme Hubbard
 Miss Limerton Miss Jess Dorynne
 Sarah Miss Kitty Lofting
 —Court.
20. *The Gulf*, sketch, in one act, by Affleck Scott. (Produced by The Play Actors.)
 Sue Miss Rita Tomkins
 Meg Miss Vita Spencer
 —Court.
20. *The Frame*, sketch, in one act, by Ronald Macdonald. (Produced by The Play Actors.)
 Anatolio Montolieri.. Mr. H. A. Saintsbury
 Celestine Lebas Miss Lucy Wilson
 Mme. Fanchat Miss Clare Greet
 —Court.
20. The Incorporated Stage Society presented, under the style of "Points of View," three plays by Felix Salten.
Count Festenberg.
 Count Ludwig Laurentin
 Mr. Douglas Gordon

Count Festenberg (continued).

Count Max Festenberg
 Mr. E. Harcourt-Williams
 Neumeier Mr. E. H. Brooke
 Countess Helene Festenberg
 Miss Helen Haye
 Aristides Mr. Leon Quartermaine
 An Official Mr. Reginald Dane
Life's Importance, translated by Hugh de Selincourt.
 Man Servant Mr. Alfred Bristowe
 Emilie Hopfner Miss Gladys Morris
 Dr. Konrad Hopfner. Mr. Clifton Alderson
 Freiherr Von Neustift
 Mr. Charles Quartermaine

The Return.

Lotti Miss Evelyn Kirkby
 Marie Miss Margaret Bussé
 Eduard Koberwein Mr. Philip Leslie
 Servant Mr. Reginald Dane
 Konstantin Trübner. Mr. Arthur Wontner
 Leopold Schenk Mr. Norman Page
 Daisy Leblanc Miss Aimée de Burgh

20. *Cupid in Clapham*, fantasy in one act, by Elizabeth Baker. (Produced by The Play Actors).

Cyril Waterbury .. Mr. Richard Lambert
 Nettie ... Miss Rosamond Mayne Young
 Bert Master Eric Rae
 Iris Miss Catherine Rivers
 Cupid Miss Winifred Mayo
 —Court.

21. *The Marauder*, play in one act, by Mrs. Caleb Porter.

Michael Mackenzie .. Mr. Stanley Turnbull
 Lieut. Sherbrooke... Mr. Wernham Ryott
 Eleanor Sherbrooke... Katherine Kennedy
 Simmons Mr. John Byron
 Angelina Miss Dorothea Desmond
 —Adelphi

- 21.**Otello*. Italian version of Shakespeare's tragedy.

Otello Cav. Uff. Giovanni Grasso
 Iago Sig. A. Campagno
 Brabantio Sig. R. Spadaro
 Cassio Sig. P. Florio
 Montano Sig. V. Marazzi
 Doge Sig. S. Arcidiacono
 Rodrigo Sig. A. Campagna
 Ludovico Sig. D. Quartarone
 First Ufficiale Sig. R. Sapuppo
 Second Ufficiale Sig. Fichera
 Un Messo Sig. C. Bocadifusco
 First Senatore Sig. S. Puglio
 Second Senatore Sig. N. Viscuso
 Third Senatore Sig. A. Longo
 Emilia Sig. C. Ballistrieri
 Desdemona ... Siga. Marinella Bragaglia
 —Lyric.

22. *The Old Home*, drama, in four acts, by Roland Yorke (originally produced at the P.O.W., Salford, May 11, 1908).

Daddy Dean Mr. Charles Franmore
 Hazel Dean Miss Nina-Blake Adams
 Rev. Eric Armstrong .. Mr. Evelyn A'Dell
 Bridget Donoghon Mrs. H. Loydall
 Sam Adams .. Mr. Fred L. Connyngname
 Lord Avondale Mr. Horatio Sinclair
 Timothy Twaddle Mr. Fred Stone
 Polly Popp Miss Ethel Ashleigh
 Jack Warren Mr. John Ernest
 Dr. Warburton Mr. Harry Dean
 Ned Somerton Mr. Tom Baker
 Joe Strong Mr. Frank Vesev
 —Royal, Stratford.

The Artfulness of Ada, farcical comedy, in three acts, by Arthur Shirley (originally produced at the P.G., Folkestone, February 28).

Ada Byron-Bruce .. Miss Madge Crichton
 Robert Byron-Bruce .. Mr. Frank Tennant

The Artfulness of Ada (continued).

Mrs. Glynn Miss Valérie Crespin
 Mrs. Googlie Miss Kate Kearney
 Lucy Miss Ethel Hart
 Fred Spencer Mr. J. F. Knowles
 Tom Senoakes Mr. Alick Chumley
 Jopling Mr. John Armfield
 McClosky Miss Nellie Shirley
 Col. Duval Mr. Stanley B. Farbridge
 —Opera House, Woolwich.

- 25.**The Foinés* commenced their Shakespearean-Cecil Raleighan-Pélessian Festival, when they revived their version of *Hamlet*, which was described as a musical tragedy in three scenes, by H. G. Pélessier, Arthur Davenport, and Walter Davidson, with additional dialogue and business by William Shakespeare.

—Apollo.

- 26.**The Whip*, sporting drama, in four acts, by Cecil Raleigh and Henry Hamilton (originally produced at Drury Lane September 9, 1909, when it ran for 110 performances, finishing on December 8, 1909, to make room for the pantomime.)

Rev. Verner Haslam Mr. Basil Gill
 Tom Lambert Mr. George Barrett
 Capt. Greville Sartoris. Mr. C. Keightley
 Earl of Brancaster .. Mr. Vincent Clive
 Joe Kelly Mr. Charles Rock
 Marquis of Beverley .. Mr. A. Bucklaw
 Harry Anson Mr. Cecil Cameron
 Tom Foster Mr. Austin G. Melford
 Captain Ravenner .. Mr. Charles Blackall
 Hon. Mrs. Beamish .. Miss Fanny Brough
 Lady Diana Sartoris .. Miss J. Bateman
 Mrs. D'Aquila Miss Nancy Price
 Myrtle Anson Miss Madge Fabian
 Lady Antrobus Miss May Warley
 —Drury Lane.

28. *The Beggar Princess*, play, in four acts, by J. C. Cassidy.

Hon. A. Fitzhugh .. Mr. J. Rice Cassidy
 King Olgar Mr. Alfred Boxall
 Duke Sergius Rubinoff. Mr. Tom Royden
 Allen Armstrong ... Mr. Williams Selwyn
 Harry Lortimer Mr. William Melvyn
 Abraham Bolton Mr. David Douglas
 Michael Lehon Mr. Edward Lowrie
 Moullet Mr. Rolfe Leslie
 Marie Miss Agnes Durham
 Maggie Bolton Miss M. Cameron
 John Handsford Mr. James Kay
 Lortez Mr. W. Harte
 Paul Mr. J. C. Wilson
 Bill Barge Mr. Edward J. Fay
 Porter Mr. Arthur Henri
 Tommy Bolton Miss Isabel Hunt
 Duchess Olga of Slavonia. Miss A. Roscoe
 Seaweed Mrs. J. Rice Cassidy
 —Rotunda, Liverpool.

28. *For Old Times' Sake*, domestic romance, in four acts, by C. Watson Mill.

Rupert Sidney Mr. Fred J. Webb
 Paul Sidney Mr. J. C. Carlyle
 Jean Brooke Mr. H. C. Lancel
 Dr. Heathcote Mr. W. Palliser Acock
 Wallace Rivington Mr. Harold Riley
 Frank Rivington Mr. R. Oliver
 Evan Berkley Mr. Edwin Beverley
 Jimmy Jepps Mr. Tom J. Taylor
 Peters Mr. Charles Dyke
 James Cottrill Mr. Brett Lardner
 P.C. Broadfoot Mr. Eric Alehon
 Phylla Brook Miss Mamie Stanton
 Mrs. Hale Miss Agnes Gagan
 Polly Pearson Miss Marie Robertson
 Sereta Berkley .. Miss M. Danvers-Smith
 —Clarence, Pontypridd.

28. *The Welsh Maid*, musical drama, in prologue and three acts, by James Bateman lyrics, by C. F. Hornibrook, music by Harry Richardson, —Prince's, Horwich.

28. *The King's Romance*, military play, in four acts, by E. Vivian Edmonds.
 Prince Andreas .. Mr. E. Vivian Edmonds
 Baron Cavonia .. Mr. Walter A. Chetham
 Count Bavantia .. Mr. William Manning
 Colonel Ventique .. Mr. Charles Wharton
 Captain Berg .. Mr. Cecil Calmere
 Alderman Stone .. Mr. Thomas V. King
 Bartoy .. Mr. E. E. Edwards
 Geratoue .. Mr. Frank Eastly
 Vera Navairre .. Miss Mary Austin
 Paul Navairre .. Mr. W. H. Dewhurst
 The Curé .. Mr. G. Lyon Hastings
 Michel Vacurat .. Mr. G. P. Porteous
 Lizette .. Miss Ethel Vinroy
 Madame Pomeroy .. Miss Bella Power
 Jean Pomeroy .. Mr. George Loft
 Fragot .. Mr. A. A. Valentine
 —Prince of Wales's, Salford.
28. *Red 'Ria*, one-act play, by Gertrude and Jack Landa.
 Ria .. Miss Edyth Goodall
 Mrs. Perkins .. Miss Louise Holbrook
 Countess Polhurst .. Miss Darragh
 Major Fitzaylwin .. Mr. Ian MacLaren
 —Gaiety, Manchester.
28. *The Home Coming*, play, in one scene, by Senmas O'Kelly.
 —Molesworth Hall, Dublin.
28. *The Spurious Sovereign, or Nailed to the Counter*, burlesque melodrama.
 —Molesworth Hall, Dublin.
28. *The King of Mystonia*, musical play, in two acts, book, lyrics, and music by Edward Mervyn.
 Matthew Mudwick .. Mr. Joe Raymond
 Frank Warrington .. Mr. Tom Lyle
 Fido Tennyson .. Mr. Erno Astor
 Solomon Ikestein .. Mr. Will Kirk
 Peter Pip .. Mr. Tom Ashby
 Sultan of Jee-Jah-Jah .. Mr. Will Parkin
 Hado .. Mr. Fred Read
 Yussif .. Mr. Albert Manuel
 Violet Mudwick .. Miss Dota Pebio
 Trixie Sherlock .. Miss Mabel Firth
 Cora Snyder .. Miss Ida Kirkness
 Dolly Fram .. Miss Dorothy Buck
 Estella Foy .. Miss Teddy Edwards
 Mamie Gustave .. Miss Ella Hurrell
 Flossie Brooker .. Miss Carlene Yorick
 Elsie Voldak .. Miss Bertha Hull
 Rosie Spray .. Miss Mabel Beaufort
 Vera Monnad .. Miss Nessie Stewart
 Mazie Effra .. Miss Cissie Mawson
 Millie Zaller .. Miss Rowena Hading
 Gracie Alvo .. Miss Gracie Hylton
 Stella Dane .. Miss Sylvia Vincent
 Alice Norton .. Miss Amy Kolver
 Estulah Dahri .. Miss May Scott
 —Grand, Chorley.
29. *Alias Jimmy Valentine*, play, in three acts, by Paul Armstrong, suggested by O. Henry's short story, "A Retrieved Reformation." S.P. January 1, the Playhouse. (Produced at Wallack's, New York, January 21.) Last performance (the 149th), August 12.
 Doyle .. Mr. Guy Standing
 Miss Webster .. Miss Grace Murielle
 Mrs. Moore .. Miss Florence Harwood
 Rose Lane .. Miss Alexandra Carlisle
 Bill Avery .. Mr. Harry Nicholls
 Red Joclyn .. Mr. C. M. Hallard
 Blickendolfenbach .. Mr. Herman de Lange
 Handler .. Mr. Lyston Lyle
 Smith .. Mr. Gissing Walters
 Robert Fay .. Mr. Herbert Bunston
 "Blinky" Davis .. Mr. D. J. Williams
 "Dick the Rat" .. Mr. Fred Cremlin
 William Lane .. Mr. T. Gideon Warren
 Bobby Lane .. Master Frank Thorndike
 Kitty Lane .. Miss Marjorie Dane
 Lee Randall .. Mr. Gerald Du Maurier
 —Comedy.

29. *The Red Shirt*, play, in one act, by Hall Caine, adapted from that author's novel "The Eternal City."—Queen's.
29. *The Raven's Cry*, "Turkish Romantic Drama," in three acts, by D. Janitsch. Three special performances given.
 Sultan Murat .. Mr. Fred Wilson
 Ali Pasha .. Mr. E. H. Brooke
 Mustafa Pasha .. Mr. A. Llewellyn
 Ibrahim Pasha .. Mr. Fred Sampson
 Milan of Toplitza .. Mr. Phillip Cunningham
 Raiko .. Mr. Harry Faulton
 Bikill Pasha .. Mr. Charles Weir
 Zulieka .. Miss Marie Polini
 Selim Bey .. Mr. Langhorne Burton
 Aijja Bey .. Mr. Jerrold Robertshaw
 A Messenger .. Mr. Albert Wainwright
 Fatima .. Miss Pollie Marshall
 Milosh .. Mr. George de Lara
 A Musician .. Mr. J. M. Watson
 Vlatko .. Mr. E. H. Brooke
 Zorka .. Miss Ivy Williams
 A Monk .. Mr. Charles Goodhart
 A Peasant .. Mr. Jocelyn Hope
 —Strand.
30. *I Want to be Loved*, play, in four acts, by Charles Darrell. London production, under the title of *Facing the World Alone*, Britannia, October 17.—Prince of Wales', Grimsby.

APRIL.

1. *The Bookworms*, one-act piece, by Catherine Eveyn. (Produced by the Rehearsal Company.)
 Captain Chelifer .. Mr. Arthur Bowyer
 Pamela .. Miss Clarice Laurence
 Elzevir Typer .. Mr. A. L. Burke
 —West London.
2. *The New Boatswain*, musical comedy, in three acts, by James Cable.
 Robert Anson .. Mr. H. Banks
 George Elliot .. Mr. B. James
 Frank Bennett .. Mr. F. Dix
 Robert Jones .. Mr. D. Mendoi
 James Smith .. Mr. J. Lee
 Bruce .. Mr. Willis
 Stevens .. Mr. Capps
 Maud Hambleton .. Miss Williams
 Mr. Elliot .. Mr. Dee
 Miss Marion .. Miss Wills
 Miss Olive .. Miss Banks
 Sally Steambrass .. Miss Wales
 Fanny Adams .. Miss Bee
 —Hippodrome, Portsmouth.
4. *The Rivals*, comedy, by Richard Brinsley Sheridan. Last performance (the 59th), May 23.
 Captain Absolute .. Mr. Lewis Waller
 Sir Anthony Absolute .. Mr. C. W. Somerset
 Faulkland .. Mr. Cronin Wilson
 Bob Acres .. Mr. Robert Loraine
 Sir Lucius O'Trigger .. Mr. Leonard Boyne
 Fag .. Mr. Herbert Jarman
 David .. Mr. Alec F. Thompson
 Thomas .. Mr. Robert Bolder
 Mrs. Malaprop .. Miss Louie Venne
 Lydia Languish .. Miss Kate Cutler
 Julia .. Miss Dorothy Dix
 Lucy .. Miss Beatrice Ferrar
 —Lyric.
4. *The Touch of the Child*, play, in one act, adapted by Leon M. Lion from a story by Tom Gallon. The piece was subsequently toured by Mr. Mollison in the music halls, making its first appearance in London at the Holborn Empire.
 Col. James Fullard .. Mr. William Mollison
 Capt. Godfrey Steen .. Mr. Henry Dean
 Mrs. Fullard .. Miss Helen Oliver
 Winnie .. Miss Jeannie Fitzgerald
 —Grand, Blackpool.

4. *Almost His Bride*, romance, by Stephen Pritt. (Originally produced at the Royal, Preston, September 13, 1909.)
 Earl of Ullswater..Mr. David McFarlane
 Squire Rowland.....Mr. Percy Warlow
 Philip Rowland.. Mr. Arthur F. Dudley
 Jasper Thorne..... Mr. R. F. Stacey
 Simon Simson..... Mr. Stephen Pritt
 Clergyman..... Mr. Barton White
 Detective-Inspector..Mr. Harry Houston
 Policeman..... Mr. George Cross
 Emma Baxter..... Miss Nellie Hook
 Myra Thorne..... Miss Lily Prescott
 Ruth Gilchrist..... Miss Adela Ludden
 Mona Gilchrist..... Miss Louise Peebles
 —Lyric, Hammersmith.
4. *Curing a Selfish Husband*, comedietta, in one act, by Guy Newall.
 The Man..... Mr. Wyn Weaver
 The Thing..... Mr. J. Henry Twyford
 The Woman..... Miss Marguerite Unett
 —Devonshire Park, Eastbourne
5. *Trelawny of the "Wells,"* comedietta, in four acts, by Arthur Pinero. (Originally produced at the Court, January 20, 1898.)
 Repertory Theatre revival. 42 performances given.
 James Telfer.....Mr. S. Valentine
 Mrs. Telfer..... Miss Marie Saker
 Augustus Colpoys..... Mr. E. Gwenn
 Ferdinand Gadd..... Mr. G. Lawrence
 Tom Wrench..... Mr. Dennis Eadie
 Avonia Bunn..... Miss Hilda Trevelyan
 Rose Trelawny..... Miss Irene Vanbrugh
 Imogen Parrott..... Miss Fay Davis
 O'Dwyer..... Mr. Whitford Kane
 Members of the Com- (Mr. C. C. Vernon
 pany of the Pan- (Mr. Lewis Casson
 theon Theatre... (Miss Eva Killick
 (Miss M. Vaughan
 Hall-keeper..... Mr. B. O. Eiche
 Sir Wm. Gower..... Mr. Dion Boucault
 Miss Trafalgar Gower..Miss May Whitty
 Arthur Gower..... Mr. Charles Maude
 Clara de Fœnix..... Miss Nell Carter
 Captain de Fœnix..... Mr. O. P. Heggie
 Mrs. Mossop..... Miss Florence Haydon
 Mr. Ablett..... Mr. E. W. Garden
 Charles..... Mr. Aubrey Fitzgerald
 Sarah..... Miss Mary Jerro'd
 —Duke of York's.
6. *The River of Light*, play, in one act, by Neilson Morris.
 Captain Devereux.... Mr. Lionel Cornish
 Henry Lorton..... Mr. B. A. Everitt
 Philip Darrell..... Mr. H. J. Bowley
 Jamieson..... Mr. Charles Wood
 P.-S. Vane..... Mr. L. H. Stanley-Adams
 Marion, Clare..... Miss Adrienne Clarke
 Mona Devereux..... Mrs. R. Bruce-Smith
 —King's Hall, W.C.
7. *A Daughter of Doyle's*, comedy, in three acts, by Sybil Michell.
 Lord Stair..... Mr. Arthur Beckingham
 Major Lightwood.. Mr. H. Harold Tether
 Colonel Doyle..... Mr. Richter
 Parkins..... Mr. H. Morse
 Lady Stair..... Mrs. Redway King
 Mlle. D'Arblay..... Miss Ruth Heathcote
 Eleanor Doyle..... Mrs. Guy Michell
 —Gaiety, Manchester.
11. *Nebulista*, mythical light opera, by John Birkett, junr.
 King Rampant..... Mr. J. Hird
 Duke of Dulcimara..... Mr. J. C. Toole
 Gladiolus..... Mr. H. H. Wright
 Diddleus..... Mr. C. Turner
 Sir John Parsley..... Mr. R. C. Toole
 Antony Dognut..... Mr. E. Mason
 Post Aster..... Mr. G. Batty

Nebulista (continued).

- King's Chamberlain.... Mr. H. C. Toole
 Herald..... Mr. B. Geiger
 Page Boy..... Master H. Geldert
 Policeman..... Master J. Dornan
 Witch Yordas..... Miss Nelson
 Witch of the Wisp..... Miss J. Knipe
 Witch Hazel..... Miss M. Nelson
 Mary Melon..... Miss M. Whittaker
 Philomela..... Mrs. G. Batty
 Nebulista..... Miss M. Shaw
 —Royalty, Morecambe.
11. *Lucky 'Liza*, musical comedy, in three acts. (Originally produced May 7, 1906, at the Paisley, Paisley.)
 Silas Slim..... }
 The Judge..... } Mr. Dickie Clare
 The French Waiter... }
 Peter Pettitoe..... Mr. T. W. Benson
 Paul Pettitoe..... Mr. L. Maitland
 William Biffins..... Mr. J. W. Forest
 Barnaby Blatherwick.. Mr. Harry George
 Tompkins..... Mr. Bert Collins
 P.C. McGuike..... Mr. George Minto
 Billy..... Mr. Will Merry
 Maude..... Miss Amy Malvern
 Lily..... Miss Nellie Lister
 Daisy..... Miss Edna Evelyn
 Sadie Potts..... Mme. Constance Bellamy
 Marie Pettitoe..... Miss Belle Russell
 Virginia Blatherwick... Miss Hettie Gale
 Eliza Bird..... Miss Vesta Brownie
 —Artillery, Woolwich.
11. *By Mutual Agreement*, one-act episode, by R. A. Brandon and Geo. Bull.
 Muriel Dainty..... Miss G. Wren
 Harry Dainty..... Mr. W. Kershaw
 Carlton Brookes..... Mr. W. F. Grant
 Parker..... Mr. M. Thompson
 —Prince's, Manchester.
11. *My Lady Bellamy*, romantic play, in four acts, by Dorothea Moore. London production, June 20, Royal, Woolwich.
 King William III..... Mr. E. H. Brooke
 Lord Crawford..... Mr. Arthur Layland
 Robert Tarfax..... Mr. Arthur Baxendell
 Sir George Barclay..... Mr. A. Layland
 Captain Van Hesler.. Mr. Arthur Linay
 Captain Ottley..... Mr. A. L. Burke
 Sim Waring..... Mr. Patrick Alexander
 Mr. Hemming..... Mr. Albert Burke
 Sudwell..... Mr. Derek O'Connor
 John Hemming..... Miss Nellie Lomas
 Maurice Hemming..... Miss Norah Johns
 Sir Gervase Bellamy.. Mr. Alex. Maclean
 Queen Mary II..... Miss Mary Palmer
 Mrs. Hemming..... Miss Maude Harcourt
 Mrs. Mackie..... Miss Sybil Mauriisse
 Henrietta, Lady Bellamy... Miss L. Leigh
 —Royal, Margate.
11. *The Marriage Mart*, musical play, in two acts, by Gilbert Payne, music composed by Gilbert Payne and Louis Elgar.
 Richard Mantering..... Mr. H. Bruce
 Rajah of Nanty Pore... Mr. Lloyd Torons
 Chutney..... Mr. Cliff Astley
 Jos. Bunkam..... Mr. H. F. Housden
 Christopher Crackett.. Mr. Gilbert Payne
 Ray Desmond..... Miss Nellie Dyson
 Vera Mantering..... Miss Ethel Errol
 Flossie Fluff..... Miss Fanny Adamson
 —Her Majesty's, Carlisle.
11. *The Greater Love*, "moral play," in four acts, by Vincent Brown.
 Paul Penfold..... Mr. Campbell Goldsmid
 Mrs. May..... Miss Marion Fawcett
 Jack May..... Mr. William Clayton
 Mary May..... Miss Violet Thorold
 Andrew Isted..... Mr. Algernon J. Hicks
 Rev. Arthur Warren... Mr. Henry Nunn
 Constable Drayton... Mr. Harry Wren
 Sarah Higgs..... Miss Ethel Russell
 Ned Stubbs..... Mr. Arles Conway
 —Royal, Edinburgh.

11. *Folly's Fortunes*, drama, in three acts, by Joe Ellis. (Originally produced at the Carlton, Birmingham, December 20, 1909.)
 Folly Vaughan Miss Maude Western
 Biddy Boyd Miss Maude Lambert
 Myra Burritt Miss Ada Hender
 Eleanor Vaughan Miss Nellie Lambert
 Ben Burritt Mr. John Levey
 Wilfred Esmond Mr. Alex. Alexander
 Ralph Grimes Mr. William May
 George Foster Mr. Laurie Lawrence
 Alfred Vaughan Esmond

Mr. W. Buckstone
 Billy Boyd Mr. Walter Buckstone
 —Royal Stratford

11. *Subsidence*, three-act drama, by Fred E. Wynne.

Ellen Miss Louise Holbrook
 Jane Lythgoe Miss Darragh
 Ab Hesford Mr. Edward Landor
 Adam Lythgoe Mr. Charles Bibby
 Walter Travers Mr. Basil Dean
 James Bent Mr. Ian Maclaren
 Mr. Elliot Mr. Leonard Mudie
 Mrs. Holmes Miss Muriel Pratt
 Detective-Inspector .. Mr. M. Elphinstone
 —Gaiety, Manchester.

12. **Orfeo*, Miss Marie Brema's revival of Gluck's Opera—Savoy.

12. *The Queen of Sheba*, the Carl Rosa Opera company produced, for the first time in the United Kingdom, Carl Goldmark's opera, in four acts. (London production, August 29, Kennington).

King Solomon Mr. Charles Victor Assad
 Mr. Walter Wheatley
 High Priest Mr. Alexander Richard
 Baal-Hannan Mr. Hebdon Foster
 Sulamith Miss Beatrice Miranda
 Astaroth Miss Annie Van Dyck
 The Queen of Sheba .. Miss Doris Woodall
 —Royal, Manchester.

13. **Prunella*, Pierrot play, in three acts, by Laurence Housman and Granville Barker, music by Joseph Moorat. (Originally produced at the Court, December 23, 1904.) Repertory Theatre revival. 17 performances given.

Pierrot Mr. Charles Maude
 Scaramel Mr. Arthur Whitby
 Kennel Mr. O. P. Heggie
 Callow Mr. Harold Chapin
 Mouth Mr. Frederick Lloyd
 Hawk Mr. Hubert Harben
 Doll Miss Mary Jerrold
 Tawdry Miss Evangeline Hilliard
 Coquette Miss Nell Carter
 Romp Miss Sybil Thorndike
 Prim Miss Florence Haydon
 Privacy Miss Penelope Wheeler
 Prude Miss Agnes Hill
 Queer Miss Ada Marius
 Quaint Miss Mary Barton
 First Gardener Mr. Whitford Kane
 Second Gardener Mr. Leslie Carter
 Third Gardener Mr. E. W. Garden
 Boy Mr. Donald Calthrop
 Statue of Love Mr. Lewis Casson
 Prunella Miss Dorothy Minto
 —Duke of York's.

13. **Richard III.*, Mr. Martin Harvey's revival of Shakespeare's play. (London production, May 28, Lyceum.)

King Edward IV. Mr. P. Stoney
 Edward, Prince of Wales. Miss B. Gibson
 Richard, Duke of York. Miss B. Ainley
 Duke of Clarence. Mr. Owen Roughwood
 Duke of Gloucester. Mr. Martin Harvey
 Duke of Buckingham. Mr. Chas. Glenney
 Duke of Norfolk Mr. C. George
 Earl Rivers Mr. E. J. Fraser
 Lord Stanley Mr. Fred Wright, sen.
 Earl of Richmond. Mr. Philip Hewland

Richard III (continued).

Lord Hastings Mr. Richard Neville
 Marquis of Dorset .. Mr. Leonard Craske
 Lord Grey Mr. David Bain
 Lord Lovel Mr. S. McCarthy
 Sir William Brandon Mr. D. Holm
 Sir William Catesby Mr. A. Mansfield
 Sir Richard Ratcliffe. Mr. E. Combermere
 Lord Mayor of London. Mr. Denholm Muir
 Bishop of Ely Mr. A. Wilson
 Sir James Blount Mr. F. Percy
 Sir Robert Brackenbury. Mr. H. Graves
 First Murderer Mr. George Cooke
 Second Murderer Mr. Percy Barry
 Elst Messenger Mr. Paul Barry
 Second Messenger Mr. A. B. McKay
 Third Messenger Mr. C. Leonard
 Sir James Tyrrel Mr. B. A. Pittar
 Queen Margaret Miss Mary Rorke
 Queen Elizabeth Miss Sybil Walsh
 Duchess of York Mrs. A. B. Cross
 Page to Richard Miss Bessie Elder
 Margaret Plantagenet. Miss M. O'Sullivan
 Lady Anne Miss N. de Silva
 —Royal, Dublin.

14. *The Naked Truth*, farcical comedy, in three acts, by "George Paston" and W. B. Maxwell.

Bernard Darrell .. Mr. Charles Hawtreay
 James Darrell Mr. Arthur Playfair
 Mr. Hayter Mr. Eric Lewis
 Teddie Lestrange Mr. Ernest Theisger
 Dr. Masters Mr. Lyle
 Prosser Mr. George Bellamy
 Mr. Sawyer Mr. Holliday Atlay
 Mr. Freeman Mr. Lionel Williams
 Mrs. Darrell Miss Frances Wetherall
 Mrs. Hayter Miss Maude Cressall
 Norah Creighton Miss Phyllis Embury
 Madame Favre Miss Vera Maitland
 Mrs. Duckett Miss Clare Greet
 Hammond Miss Gwynne Herbert
 —Wyndham's.

14. *An Old World Romance*, play, in one act, by Sybil Noble—Albert Hall.

14. *Podger's Predicament*, farcical sketch, in one scene, by Sybil Noble—Albert Hall.

14. *Nancy's Manœuvre*, comedy sketch, in one act, by Sybil Noble—Albert Hall.

14. **Hamlet*—His Majesty's.

14. **Julius Cæsar*—His Majesty's.

14. *The Memory of the Dead*, romantic play, in three acts, by Count Casimir Dunin Markievicz—Abbey, Dublin.

15. *Mary*, comedy, in four acts, by Count Casimir Dunin Markievicz—Abbey, Dublin.

15. **Julius Cæsar*—His Majesty's.

15. *¶The New Life*, one-act play, by R. A. Brandon and George Bull. (Production, Lyceum, October 4)—Royal, Aldershot.

16. **Hamlet*—His Majesty's.

16. **Twelfth Night*—His Majesty's.

18. **The Taming of the Shrew*—His Majesty's.

18. *The Master Man*, play, in four acts, by Arthur Roseberg. (London production, April 25, Pavilion.)

Frank Manley Mr. Otto Minster
 Bob Manley Mr. George A. Asquin
 George Gold Mr. Kenneth Black
 Sir Richard Gaythorne. Mr. F. Robertson
 Major Hawke Mr. Charles Dickens
 Lieut. Hardy Mr. Herbert Morgan
 Tom Leader Mr. Arthur Minster
 Will Sharp Mr. Herbert Goddard
 Sergeant Scott Mr. Arthur Rose
 Joe Piper Mr. Barry Charles
 Tommy Mr. Charles Barclay
 Mistress Leader Miss Anita Playfair
 Trixie Miss Mary Stafford Smith
 Dame Manley Miss Polly Marsh
 Mary Gold Miss Marie Duncan
 Blanche Pearl Miss Bessie Rignold
 —Royal, Plymouth.

- 18.†*The Sinner*, drama, in four acts, by C. Watson Mill. (Originally produced at the Royal, Sunderland, July 26, 1909.)
 Monk Stretton Mr. Wilson Benge
 Edgar Thornhill Mr. Chas. Burdon
 Paul Levaime Mr. Alec Finlayson
 Bill Stanton Mr. Frank Radcliffe
 Jim Stephens Mr. Sydney P. Clewlow
 Chris. Moppington Mr. Jay Kay
 Lord Ewen Mr. Henry Danson
 Jack Ewen Mr. Harold Playfair
 Hellam Mr. Bert Roberts
 Geordie McGregor Mr. George Loreno
 Chauffeur Mr. Charles Mann
 Detective Jason Mr. G. Kennard
 Sergeant Butcher Mr. F. E. Thomas
 Meg Stanton Miss Mona Grey
 Vera Ewen Miss Geraldine Verner
 Honor Thornhill Miss Muriel Dean
 Little Ned Miss Dora Olga
 Nora Stretton Miss Sadie Smith
 —Elephant and Castle.
- 18.†*Arctia: A Legend of the North*, revised version, with three or four musical numbers added, and with dialogue and topical allusions, of the play brought out by the Architectural Association at St. George's Hall in 1902—Court.
- 18.†*The Cruise of the Constance*, musical comedy, in three acts, the book by Violet Hatherley, the music and lyrics by Cyril Winchcombe. (Originally produced in two acts at the Royal, Worthing, June 10, 1909.) London production, under the title of *The Girl on the Boat*, October 10, Brixton.
 Admiral Weber ... Mr. Chas. McLagan
 Captain Jackson .. Mr. Albert Kavanagh
 Lieut. Wensleydale... Mr. E. B. Davies
 Mr. Edward Hardy .. Mr. Lockwood Philpott
 Mike Mr. Claude Casey
 Stephano Mr. Tom Prentice
 Potts Mr. Chas. McNaughton
 Miss Isobel Higgins. Miss Carlotta Sylvano
 Clements Miss Ruby Vyvyan
 Hetty Smith Miss Molly Shine
 Letty Smith Miss Mary Dandridge
 Linda Love Miss Mandi Jennings
 Maudie Lane Miss M. Brenda Spurr
 Susette Miss Trissie March
 Mrs. Hope Miss Irene Verona
 —Opera House, Cheltenham.
- 19.†*Coriolanus*—His Majesty's.
19. *A Pot of Caviare*, tragedy, in one act, by Arthur Conan Doyle.
 Professor Mercer Mr. Murray Carson
 Colonel Manning .. Mr. Stratton Rodney
 James Ainslie Mr. Claude King
 Mr. Patterson Mr. A. G. Craig
 Father Pierre Mr. A. Corney Grain
 English Naval Officer .. Mr. Arthur Burne
 Ching Mr. Arthur F. Thorn
 Mrs. Patterson Miss Hetta Bartlett
 Jessie Patterson .. Miss Dorothea Desmond
 —Adelphi.
- 20.†*Two Gentlemen of Verona*—His Majesty's.
- 21.†*The Medicine Man*, "scout play," in two acts—St. George the Martyr Boys' School, Queen's Square, W.C.
- 21.†*Henry V.*—His Majesty's.
- 21.†*Twelfth Night*—His Majesty's.
22. *The Strange Case of Mr. Begbie*, farcical comedy, by Arthur Law.
 Ferdinand Begbie .. Mr. F. G. Thurstans
 Thomas Garthwaite.. Mr. J. Poole Kirkwood
 Taplin Mr. Alfred Field-Fisher
 Juniper Mr. John E. Watson
 Tom Spink Mr. Dudley Walton
 Turnbull Mr. Alfred Field-Fisher
 Mrs. Garthwaite Miss Madeline du Val
 Jessie Garthwaite .. Miss Evelyn Ormonde
 Emma Miss Madge Elswick
 Matilda Gamage ... Miss Phyllis Manners
 —New, Cambridge.
- 22.†*Twelfth Night*—His Majesty's.
23. *The Islander*, musical comedy, in two acts, by Major Marshall, with music by Philip Michael Faraday.
 Captain Alderson Jarrett.. Mr. Sam Walsh
 Lieut. D'Arcy Langton .. Mr. F. Allandale
 Lieut. Reginald Hume.. Mr. Laurence Legge
 Midshipman Jackson Mauleverer
 Master Bobbie Andrews
 Capt. Grant Mr. Wilfred Seagram
 Lieut. Maxwell Mr. Percy Claridge
 Lieut. Bailey Mr. Otto Alexander
 Lieut. Fergusson Mr. Montague Syrett
 Lady Birkenhead Miss Ethel Morrison
 Wilhelmina Miss Mary Dibley
 Georgina Miss Elaine Inescort
 Kitty McLan Miss Elsie Spain
 Sir William Pickerton.. Mr. Laurence Caird
 Mirza Makh Ali Khan... Mr. Neil Kenyon
 Hakim Sirdar ... Mr. Reginald Lawrence
 Mahmoud Master P. Heron
 Boatswain Mr. Caryl Storr
 Quartermaster Mr. Murri Moncrieff
 Steward Mr. William Guilbert
 Kubardar Mr. Harry Danby
 Hon. Gwendoline Cholmondeley
 Miss Stephanie Stephens
 The Princess Haidée .. Miss Mabel Burnege
 Sister Katherin Miss Lesley Everell
 Zeeba Miss Edris Coombs
 —Apollo.
- 23.†*A Daughter of Poland*, play, in one act, by Neilson Morris—Mariborough.
- 23.†*An Old Reprobate*, play, in three acts, by John Knowles Lund.
 "Colonel" Harrington.. Mr. Hy. Worrall
 Rev. John Truelove..... Mr. F. Follows
 Nathaniel Nelson, Esq.. Mr. R. H. Brander
 Mr. Grainger..... Mr. L. Wilkinson
 Mr. Roberts..... Mr. J. B. Davies
 Mr. Spedding..... Mr. T. L. Lund
 Mr. Fussingham..... Mr. A. B. Lucas
 Bradshaw Mr. Thomas Knowles
 Miss Esther Nelson..... Miss H. Hollander
 Mrs. Dalby Miss Bent
 Mary Burton Miss G. Cooper
 —Stretford Amateur Operatic Hall.
- 23.†*The House Divided*, play, by Mrs. C. Champbell Wardrop—Balfour Institute, Liverpool.
- 23.†*La Traviata* was the bill for the opening of the Grand Opera Season—Covent Garden.
24. *A Poet in Purgatory*, "eighteenth century incident, founded on fact," written by Alfred Fahey. (Produced by the Theatre Club.)
 Oliver Goldsmith, M.D... Mr. Arthur Curtis
 Samuel Johnson, LL.D... Mr. A. Machen
 Squeeze Mr. Arthur Chesney
 Slang Mr. Patrick Curwen
 Mrs. Elizabeth Fleming... Mrs. Calhaem
 Miss Mary Horneck..... Miss Ella Erskine
 —221, Knightsbridge.
25. *Flight*, drama, in four acts, by Charles March.
 John Trevor Mr. Charles March
 Spencer Wilmot Mr. Percy Ballard
 Ben Bolter Mr. E. Hall Eldon
 Rice Pritchard Mr. Henry Compton
 Arnold Meynard Mr. A. G. Holroyd
 Chevalier Brissent Mr. G. Marshall
 George Toner Mr. J. Harrell
 Mr. Betteley Mr. Arthur Fairfax
 Sir Roland Fairfax Mr. A. Maxwell
 Detective Bland Mr. A. Lockhart
 Warder Jackson Mr. Wilson Burton
 Farmont Mr. Preston Wardon
 Pauldon Mr. Percy Hall
 Mrs. Trevor Miss Violet Crawford
 Elsie Mayna Miss E. Yates
 —Royal, St. anley.

- 26.†*The Master Man*, drama, in four acts, by Arthur Rosebery. (Originally produced at the Royal, Plymouth, April 18.)
 Frank Manley.....Mr. Otto Minster
 Bob Manley.....Mr. Bert Lloyd
 George Gold.....Mr. Kenneth Black
 Sir Richard Gaythorne..Mr. F. Robertson
 Major Hawke.....Mr. Charles Dickens
 Tom Leader.....Mr. Harry Playfair
 Will Sharp.....Mr. Herbert Goddard
 Sergeant Scott.....Mr. Arthur Rose
 Joe Piper.....Mr. Barry Charles
 Tommy.....Mr. Charles Barclay
 Mistress Leader.....Miss Anita Playfair
 Trixie.....Miss Mary Stafford Smith
 Dame Manley.....Miss Polly Marsh
 Mary Gold.....Miss Marie Duncan
 Blanche Pearl.....Miss Bessie Rignold
 —Pavilion.
- 26.‡*The Silver Butterfly*, romantic Spanish opera, in two acts, by A. W. Bradshaw, verses and music by Bernard Page.
 Conchita.....Miss Edith Robey
 The Mayor.....Mr. B. B. Venn
 The Clerk.....Mr. Everard L. Guifford
 Mateo.....Mr. Stuart L. Page
 Professor Hemlock-Stone..Mr. H. Stiebel
 Juanita.....Miss Edyth Comery
 Geoffrey.....Mr. Archibald C. P. Coggan
 Betty Hemlock-Stone..Miss Maude Cooper
 Jack Hemlock-Stone...Mr. W. Thompson
 Pedro.....Mr. F. W. Ford
 Carlos.....Mr. A. T. T. Dugard
 Jose.....Mr. Jos. P. Dixon
 Pepita.....Miss Phyllis Wovles
 Maria.....Miss Jessie Vowles
 —Mechanics' Hall, Nottingham.
- 26.**Die Walküre*—Covent Garden.
- 26.†*The Wallingfords*, comedy, in one act, by Lila Field.
 Mrs. Wallingford .. Miss Marie Illington
 Mr. Wallingford .. Mr. Clarence Derwent
 Chifton.....Miss Pearl Keats
 Lord Alastair Stuckley...Mr. D. Darrell
 —Queen's.
- 27.**Rigoletto*—Covent Garden.
- 27.†*Jim's Sweetheart*, dramatic duologue, by Mrs. Wakeman Lathrop and Mrs. Herbert Bennett.
 Jim Jakes.....Mr. Herbert Bird
 Betty.....Miss Jessica Salomon
 —Lyceum Club.
- 27.†*A Hundred Years Hence*, "fanciful forecast," in one act, written by Stanley Clark.
 Astrea Dacres.....Miss Muriel Currey
 Hon. Billy Windermere ..Mr. J. Beamish
 —Lyceum Club.
28. *Beity*, play, in one act, by Beatrice Haden Tebb.
 Mr. Varney.....Mr. A. B. Tapping
 George.....Mr. J. Cooke Beresford
 Betty.....Miss May Tavener
 —Rehearsal.
28. *Man's Heritage*, play, in one act, by Beatrice Haden Tebb.
 Hal.....Mr. J. Cooke Beresford
 Jim.....Miss Delphine Gibbs
 Warder.....Mr. E. J. Carlin
 Ferguson.....Mr. A. B. Tapping
 Mrs. Ferguson.....Miss Alice Farleigh
 —Rehearsal.
28. *The Machinations of Maria*, play, in one act, by Beatrice Haden Tebb.
 Dick Heathcote..Mr. H. Lawrence Leyton
 Muriel Heathcote.....Miss Scott-Lauder
 Sybil Ormrodd.....Miss Nellie Morgan
 Maria.....Miss Louie Emery
 —Rehearsal.
- 28.**King Richard II.*—His Majesty's.
- 29.*†*The Balcony scene from Romeo and Juliet*, an act from *Macbeth*, and an act from *The Clandestine Marriage*—His Majesty's.
- 29.**The Merchant of Venice*—His Majesty's.

- 30.**The Merchant of Venice*—His Majesty's.
- 30.†*Twelfth Night*—His Majesty's.
- 30.**Louis XI.*, Dion Boucicault's version of C. Delavigne's play. (Originally produced in New York, 1854; Lyceum, March 9, 1878.)
 Louis XI.....Mr. H. B. Irving
 The Dauphin.....Miss Dora Barton
 Duc-de Nemours.....Miss Elsie Norwood
 Philippe de Comines.....Mr. Charles Allan
 Jacques Coitier.....Mr. Tom Reynolds
 Tristram L'Ermite.....Mr. Frank Tyars
 Oliver le Dain.....Mr. Arthur Curtis
 Francois de Paule.....Mr. Henry Vibart
 Cardinal d'Alby.....Mr. Chas. A. Steate
 Count de Dreux.....Mr. Stuart Musgrove
 Monseigneur de Lude.....Mr. H. Robinson
 Count de Dunois.....Mr. N. Frecknall
 Montjoie.....Mrs. Alex. Scott-Gatty
 Toison d'Or.....Mr. A. Synge
 Marcel.....Mr. Clifford Bowe
 Richard.....Mr. J. Patric Curwen
 Officer of the Guard..Mr. W. H. Graham
 King's Attendant...Mr. Roland Portwee
 Martha.....Miss Rosina Filippi
 Marie de Comines..Miss Dorothea Baird
 —Queen's.
- 30.**The Prince and the Beggar Maid*, play, in four acts, by Walter Howard. (Originally produced at the Lyceum, June 6, 1908.)
 Prince Olaf.....Mr. Godfrey Tearle
 Hildred.....Mr. Eric Mayne
 Michael.....Mr. Halliwell Hobbes
 Capt. Hector.....Mr. Frederick Ross
 Lieut. Karl Stromberg..Mr. Hastings Lynn
 Col. Wellenberg.....Mr. S. Major Jones
 Capt. Karsburg.....Mr. Herbert Lester
 Capt. Schwartz.....Mr. Sidney Vautier
 Capt. Sudermann.....Mr. Henry Pollard
 Lieut. Welder.....Mr. J. R. Gillespie
 Lieut. Schultz.....Mr. Henry Armstrong
 The Bishop of Illyria..Mr. Cowley Wright
 Nathan.....Mr. Arthur Poole
 Viola.....Miss Maxine Hinton
 Camiola.....Miss Ethel Patrick
 Princess Monica.....Miss Annie Saker
 —Lyceum.
- 30.†*The Jollies*, "whimsical entertainment," suggested by George Tosto Sante, carried out by Edgar Dereve.
 Chiefly Jollie.....Mr. Edgar Dereve
 Quaintly Jollie.....Mr. Arthur Rose
 Notably Jollie.....Mr. Fred Wade
 Rarely Jollie.....Mr. Frank Sante
 Boisterously Jollie ..Mr. George Mayer
 May B. Jollie.....Miss Marie Craig
 Triflingly Jollie.....Miss Fannie Onri
 Petitely Jollie.....Miss Kitty Lambert
 —Grand, Chorley.

MAY.

- 1 *The Red Herring*, play, in four acts, by Ronald Macdonald. (Produced by The Play Actors.)
 Casimir de Mont-Lussac
 Mr. Leon Quartermaine
 Mr. Rendle.....Mr. Benedict Butler
 Clara.....Miss Beatrice Chester
 James Adderley Canfield..Mr. J. Wilcox
 Marquis of Cottesdale..Mr. H. L. Leyton
 Marchioness of Cottesdale
 Miss Mary Forbes
 Major Thwaites.....Mr. Cecil Kinnaird
 Charles Suffick.....Mr. Arnold Lucy
 Myrphane Ffolliot-Wilson
 Miss Esmé Hubbard
 Hon. Evelyn St. Elvyn
 Miss Georgette de Serville
 Footman.....Mr. Ralph Gaffigan
 Mayfield.....Miss Margaret Damer
 Thomas.....Mr. Walter Cross
 Alex. MacIlwraith..Mr. Alec F. Thompson
 Inspector of Police ..Mr. H. B. Tabberer
 —Court.

2. *The Dawn of a To-Morrow*, play, in three acts, by Mrs. Frances Hodgson Burnett. (London production, Garrick, May 13.)
 Sir Oliver Holt Mr. Herbert Waring
 Mr. Oliver Holt Mr. Jameson Lee-Finney
 Sir Bowling Burford Mr. J. H. Barnes
 Dr. Heath Mr. James Hearn
 Dr. Satterley Mr. James Gelderd
 Lord Tommy Mr. Philip Leslie
 Dandy Mr. Henry Ainley
 The Thief Mr. J. Parish Robertson
 Barney Mr. Frank Bertram
 Jem Mr. Frank Tresahar
 The Bat Mr. Creighton Hale
 The Kid Master George Hughes
 Bedell Mr. Ernest C. Joy
 Powell Mr. Sam Pearce
 Inspector Barnes Mr. Charles Weir
 Inspector Murray Mr. Leslie Owen
 Policeman Mr. Edward Chester
 Butler Mr. Charles King
 Bet Miss Ada Dwyer
 Polly Miss Jane Comfort
 Feathers Miss Marie Boyd
 Mimi Miss Maude Buchanan
 Suzan Miss Magdaline Cotta
 Manette Miss Violet Craigie
 Madge de Lorme Miss Portia Knight
 "Glad" Miss Gertrude Elliott
 —Shakespeare, Liverpool.
3. *The Law of the Zingali*, play, in one act, by Frances M. Gostling.
 Tawno Chinko Mr. Cecil A. Collins
 Tanguy Lescure .. Mr. Marcus D. Draper
 Mongette Miss Beatrice Whitney
 Pepita Miss May de Launey
 —Royal, Worthing.
3. *Helena's Path*, comedy, in three acts, by Anthony Hope and Cosmo Gordon Lennox. Repertory Theatre production. 2 performances given.
 Lord Lynborough Mr. Charles Bryant
 Roger Wilbraham .. Mr. Charles Maude
 Leonard Stabb Mr. Arthur Whitby
 Mr. Stillford Mr. O. P. Heggie
 Col. Wenman Mr. Frederick Lloyd
 John Goodenough Mr. Leslie Carter
 Mr. Peters Mr. Whitford Kane
 Green Mr. C. E. Vernon
 A Photographer Mr. W. Williams
 A Yokel Mr. E. Sidney
 Footman at Nab Grange .. Mr. H. Chapin
 Marchesa di San Servolo
 Miss Irene Vanbrugh
 Lady Norah Mountliffey .. Miss M. Jerrold
 Miss Gilletson Miss Mary Barton
 —Duke of York's.
- 4.* Mr. H. B. Irving revived *Hamlet* for a series of *matinées*.—Queen's.
5. *Parasites*, play, in four acts, by Paul M. Potter, adapted from *La Rabouilleuse* by Emile Fabre (which was founded on a story by Balzac). Last performance (the 20th), May 28.
 Colonel Philippe Bridau
 Mr. Arthur Bouchier
 Jean Jacques Rouget.... Mr. A. E. George
 Commandant Max Gilet
 Mr. Norman Trevor
 Joseph Bridau..... Mr. Acton Bond
 Borniche..... Mr. Drelincourt Odium
 General Carpentier... Mr. Bertram Forsyth
 Captain Potel..... Mr. Frederic Sargent
 Captain Rénard..... Mr. Frank Atherley
 Commandant Miguonnet
 Mr. George Bealby
 Ors' Anto..... Mr. Oscar Adye
 Kouski..... Mr. Dallas Cairns
 Flora Brazier..... Miss Constance Collier
 Madame Bridau..... Miss Marie Linden
 La Vedie..... Miss Rose Dupré
 —Globe.
5. *Thomas Muskerry*, drama of Irish life, in three acts, by Padraic Colum. London production, June 10, Court.
 Christy Clarke..... Mr. U. Wright
 Felix Tournour..... Mr. Sidney J. Morgan
 Myles Gorman..... Mr. Fred O'Donovan
 Thomas Muskerry..... Mr. Arthur Sinclair
 Albert Crilly..... Mr. Eric Gorman
 Crofton Crilly..... Mr. J. M. Kerrigan
 Mrs. Crilly..... Miss Sara Allgood
 Anna Crilly..... Miss Maire O'Neill
 James Scollard..... Mr. J. A. O'Rourke
 Mickie Cripes..... Mr. F. R. Harford
 Thomas Shanley..... Mr. Ambrose Power
 An Old Man..... Mr. J. M. Kerrigan
 —Abbey, Dublin.
- 11.|| *Sir Herbert*, farce, in one act, by Irene Fox.
 Hamilton..... Mr. L. Hennings
 Stanley..... Mr. A. Grant
 Miss Barker..... Miss T. Konrath
 Maria..... Miss G. Knight
 Willis..... Mr. E. Keegan
 —St. George's Parochial Hall, Westminster Bridge Road.
- 13.¶ *Dissé*, play, in three acts, by Alice Clayton Greene.—Court.
- 13.‡ *The Dawn of a To-Morrow*, play, in three acts, by Frances Hodgson Burnett. (Originally produced at the Shakespeare, Liverpool, May 2, under which date see cast.)—Garrick.
16. *Make Believe*, comedietta, by E. C. Packstraw and W. Muskerry.
 Robert Veevers..... Mr. Dudley Stuart
 Dolly..... Miss Ida Chapman
 Rags and Bones..... Mr. Escott Robson
 Sarah..... Miss Cissie Septon
 —Royal, Margate.
16. *The Last Drop*, play, in one act, by Barton White.
 Sir Harry Pender, Bart... Mr. Cyril Melton
 Diana..... Miss Estelle Thebaud
 Peggy..... Miss Questa Dearing
 Lord St. Osyth Mr. Charles Fancourt
 —Royal, Nottingham.
16. *Jean*, play, in one act, by Donald Colquhoun.
 James Milroy Mr. Campbell Gallan
 Sandy Mr. Walter Roy
 —Royalty, Glasgow.
- 16.‡ *The Greater Sin: Or, the Beginning and the End*, comedy drama, by A. B. Mackay. (Originally produced at the Grand, Aberman, February 19.)
 Greville Brayle Mr. E. Finlay
 George Brayle Mr. A. B. Mackay
 Captain Nemo
 Bertie Wilkins Mr. Louis Newman
 Constable Mike Maloney .. Mr. Jack Corliss
 Pincher Jim Mr. Arthur Leslie
 Jules Mr. J. Brough
 Stanley Baxter Mr. L. Graham Hamlyn
 Handsome Henry Mr. J. Helpar
 Kipper Mr. W. Black
 Little Dora Master Cyril
 Puggy Baxter Mrs. Corliss
 Peggy Perkins Miss Trixie Leighton
 Marcelle de Valcour Miss Lillie Lewis
 Dora Brayle Miss Ida Mackay
 —Royal, Stratford.
- 17.* *Chains*, play, in four acts, by Elizabeth Baker. (Originally produced by the Play Actors at the Court, April 18, 1909.) Repertory Theatre revival. 14 performances given.
 Charles Wilson Mr. Dennis Eadie
 Fred Tennant Mr. Frederick Lloyd
 Morton Leslie Mr. Arthur Whitby
 Percy Massey Mr. Donald Calthrop
 Alfred Massey Mr. Edmund Gwenn

Chains (continued).

- Walter Foster Mr. Hubert Harben
 Fenwick Mr. Lewis Casson
 Lily Wilson Miss Hilda Trevelyan
 Maggie Massey Miss Sybil Thorndike
 Mrs. Massey Miss Florence Haydon
 Sybil Frost Miss Dorothy Minto
 —Duke of York's.
18. *The Coming of Aileen*, play, in one act, by Mary Costello.—Irish Theatrical Club, Dublin.
18. *The Gods at Play*, comedy, in one act, by Mary Costello.—Irish Theatrical Club, Dublin.
19. *Harvest*, drama of Irish life, in three acts, by S. L. Robinson.
 Jack Hurley Mr. Fred O'Donovan
 Mildred Miss Sara Allgood
 Bridget Twomey .. Miss Eileen O'Doherty
 Maggie Hannigan Miss Eithne Magee
 Timothy Hurley Mr. J. A. O'Rourke
 Maurice Hurley Mr. J. M. Kerrigan
 William Lordan Mr. Arthur Sinclair
 Mary Hurley Miss Maire O'Neill
 —Abbey, Dublin.
21. *A Midnight Meeting*, comedietta, by Cuthbert Morley.
 Cicely Miss Enid Sass
 Kate Miss Jean Harkness
 A Burglar Mr. George Bealy
—Globe.
22. *Champions of Morality*, comedy, in three acts, by Ludwig Thoma, translated by H. A. Hertz and Frederick Whelen. (Produced by the Stage Society.)
 Adolf Bolland Mr. Jules Shaw
 Fritz Beermann Mr. Clifton Alderson
 Otto Wanser Mr. Kenyon Musgrave
 Effie Beermann Miss Von Appen
 Clara Bolland .. Miss Marianne Caldwell
 Fräulein Koch-Pinneberg.. Miss R. M. Young
 Hans Jakob Dobler .. Mr. Frank Esmond
 Lina Beermann Miss Annie Hill
 Dr. Hauser Mr. James Hearn
 Frau Lund Mrs. Theodore Wright
 Betty Miss Adah Barton
 Oskar Stroebel Mr. Leon M. Lion
 Josef Reischer Mr. Alfred Bristowe
 Freiherr Von Simbach .. Mr. L. Shepherd
 Ninon de Hauteville.. Miss Sarah Brooke
 Policeman Mr. Frank Ridley
 Freiherr Botho Von Schmettau
 Mr. Leon Quartermaine
 —Aldwych.
23. *Love is Passing*, play, in one act (from the song, "Love the Pilgrim," by Blumenthal), by Mrs. Angelo Savi. (Produced by the Rehearsal Company.)
 Robert Sylvester Mr. Clive Currie
 Leonard Hill Mr. Keith J. Shepherd
 Dolly Hartley Miss Evelyn Grey
 Maid Miss Millicent Merle
 —Rehearsal.
23. *The Fires of Fate* was revived for a series of *matinées*.—Adelphi.
23. *The Romance of a King*, comedy drama, in three acts, by John O. Monk.
 Jack Montague Mr. A. B. Imeson
 Ludvig Mr. Ernest E. Imeson
 Count Borensdorf .. Mr. W. H. Perrette
 Baron Wollenstein .. Mr. W. R. Winning
 Captain Brunstadt .. Mr. Harry J. Wood
 The Raven Mr. J. R. Darnley
 Karl Mr. J. D. Fox
 Officer Mr. Julian Gallier
 Baroness Wollenstein.. Miss Moira Creegan
 Mile. D'Orsay Miss Ethel Maguire
 Princess Sylvia Miss Lilian Christine
 —Queen's, Manchester.
23. *The Master of the Mill*, adaptation, in four acts, by Henry St. John Cooper, from his novel of the same name.
 John Greenfield Mr. Lawrence Derrick
 Tom Bolton Mr. Riddell Robinson
 Julian Croft Mr. Edward Thane
 Adam Davenport Mr. Edwm Bennett
 Braithwaite Mr. J. W. Hooper
 Dykes Mr. Stephen Nichols
 Collins Mr. Martin Sands
 Mr. Furnival Mr. Herbert Stevens
 Inspector Rawlings ... Mr. Frank Ward
 Nibbles Mr. Jack West
 Thickett Mr. Will Crook
 Phillip Darton Mr. Jack Martin
 Nancy Miss Kathleen Russell
 Mrs. Ray Miss Annie Barclay
 Isabel Ware Miss Mary Allestree
 Kate Rigby Miss Alice Chapin
 First Mill Girl Miss Dinah Wright
 —Shakespeare.
23. *The Village Wedding*, cottage drama, in four acts, by Charles M'Evoy. (Originally produced at Aldbourne on February 26.)
 Sarah Pictor Miss Mabel Hedges
 Robert Beal Mr. Charles Martin
 Daisy Pictor Miss Alice Cook
 Lizzy Beal Miss Agnes Stroud
 Fanny Pictor Miss Edith Palmer
 Polly Saunders Miss Lilian Lake
 George Hicks Mr. Charles Tucker
 Dick Strong Mr. Edward Hawkins
 William Pictor Mr. George Jerram
 Albert Black Mr. John Orchard
 A Tramp Mr. William Freemantle
 A Gamekeeper Mr. John Tucker
 Second Gamekeeper Mr. E. Sheppard
 A Policeman Mr. E. Barnes
 —Coronet.
23. *Driving a Girl to Destruction*, play, in four acts, by Mrs. Morton Powell. (Originally produced Royal, Belfast, February 7.)
 Ruth Wright Miss Kate Sydney
 Ruby Wright Miss M. Powell
 Mme. De Meral Miss Anna Corri
 Bessie Betts Miss Lucy Fitzroy
 Ned Chipples Miss Eva Norman
 Robert Ray Mr. Leslie Austin
 Lucas List Mr. Walter Clarke
 Octavius Scrowe Mr. Henry Scratchard
 Billy Broad Mr. Edward Swinton
 Bobby Broad Mr. Macintosh Clyde
 Freddy Feather Mr. Edwin Helm
 Rev. Christopher Lovett.. Mr. Wm. Berson
 William Wadd Mr. William Whitty
 P.C. Clearing Mr. George S. Darling
 Mary Mellett Miss Mabel Kelling
 Emily Rough Miss Rachel Rhodes
 Florence Slade Miss Edith Taylor
 Lilly Chub Miss Doris Drude
 —Royal, Edmonton.
23. *Fascinating Peggy*, musical farce comedy, in two acts.
 Christopher Scrubbs
 Mr. Victor A. Crawford
 Harry Ledville... Mr. Walter B. Nugent
 Jacques Berat..... Mr. Bert Lawson
 Lord Hassendene.... Mr. James Hawkes
 Taps..... Miss Nellie Morris
 Sippie Kipple..... Mr. Syd West
 James..... Mr. Frank Harris
 Billy..... Mr. Cyril Hope
 Peggy..... Miss May Morris
 Viola Berat..... Miss Leslie Warner
 Tarabintha..... Miss May Laarhoven
 Feejee..... Miss Madge Arthur
 Polly..... Miss Zara Jewell
 Rosie..... Miss Clara Newton
 Betsy Benson..... Miss Daisy Stone
 Lady Marie..... Miss Florrie Lyndon
 Lady Betty..... Miss Leonora Kaye
 —Royal, Torquay.

23. *Compensation*, play, in one act, by Alex. C. C. Somers.
 John Bentley.....Mr. W. H. Perette
 Joe Bell.....Mr. J. D. Fox
 Mr. Morton.....Mr. J. R. Darnley
 Mrs. Bentley.....Mme. Gheradha
 Mrs. Gibson.....Miss Jean Ashton
 —Queen's, Manchester.
23. || *The Rose Princess*, fairy musical play, in three acts, written by Arthur Compton-Rickett, music by S. Steuart Corry.
 Princess Callista.....Mrs. Frank Baker
 Flamen.....Miss Gertrude Hall
 Nurse Growler.....Mrs. Coates
 Spirit of the Rose.....Miss Edith Duthoit
 Spirit of the Daffodil.....Miss Dorothy Newly
 Spirit of the Violet.....Miss Bessie Robinson
 Fairy Queen.....Miss Frances Mackwood
 Gab.....Mr. C. E. Compton-Rickett
 King Maximus.....Mr. Tom Robinson
 Bessy.....Miss May Brown
 Recipe.....Mr. Henry Mackwood
 The Royal Footmen
 Messrs. T. Levett, Greenlay, and Bradshaw
 Lucius.....Mr. Eberhardt G. Steuart Corry
 Old Luk Oie.....Miss Myrtle Heffer
 Slave of the Ring.....Mr. J. Tissiman
 Spirit of the West Wind
 Miss Norah Pickering
 Will o' the Wisp
 Miss Bertha Steuart Corry
 Morgiana and the Cave Spirit
 Misses A. and K. Power
 —Royal, Scarborough.
28. || *The Prince of Tartary*, operetta, in one act, by J. Delamere Kowley, music by E. Beck-Slunn.
 Pope Jasmine.....Mr. M. Douglas Harrison
 The Prince of Tartary
 Mr. J. W. T. Halliwell
 Zenobia.....Miss Jess Carrodus
 Aunt Angelica.....Miss Gladys Sargent
 Pansy Chrysanthemum
 Miss Ethel Shambrook
 Semiramis.....Miss Lorna Rothney
 —Stanley Hall, South Norwood.
24. * *Shamus O'Brien*, comic opera, in two acts, based by G. H. Jessop upon the poem of J. Sheridan le Fanu, music by C. V. Stanford. (Originally produced at the Opera Comique, March 2, 1896).—His Majesty's.
24. † *A Matter of Moment*, duologue.—Criterion Restaurant.
24. † *Unexpected Circumstances*, comedietta, by Louis Cowen.
 Clara Murgatroyd.....Miss Eva Moore
 Jenkins.....Miss Avicé Scholtz
 Vincent Murgatroyd.....Mr. C. V. France
 —Criterion Restaurant.
25. *Muguette*, opéra comique, in four acts, founded upon Ouida's novel "Two Little Wooden Shoes," book by Michael Carré and Georges Hartmann, English text by William Wallace, music by Edmond Missa. (Originally produced at the Paris Opéra Comique, March 18, 1903.)
 Muguette.....Miss Ruth Vincent
 Lina Krebs.....Miss Muriel Teyte
 Melka.....Miss Maggie Teyte
 Dame Vanhart.....Miss Stella Phelps
 Gertrude.....Miss Brenda Barnett
 Rosa.....Miss Stella Godwin
 Lionel.....Mr. John Coates
 Klotz.....Mr. Harry Dearth
 Peter Pot.....Mr. Byndon Ayres
 Vanhart.....Mr. Arthur Royd
 Jean.....Mr. Fred Ranalow
 Kobe.....Mr. Arthur Wynn
 —His Majesty's.
26. *The Scarab*, magical farce, by Nevil Mackelnye and David Devant.
 Drysdale Sandiman.....Mr. W. Mayne
 Aaron Giltmacher.....Mr. E. Arnold Mussett
 Joe Billiboy.....Mr. E. Morehen
 Harriett.....Miss Ida de Varrell
 Ra Thur.....Mr. Charles Glenrose
 A Green Gnome.....Mr. A. Booth
 —St. George's Hall.
27. * *Werther*, opera, in four acts, by E. Blau, P. Millett, and G. Hartsmann, music by Jules Massenet. (Originally produced Opéra Comique, Paris, January 16, 1893; Covent Garden, June 11, 1894).—His Majesty's.
27. † *The Smack*, one-act play, by Rose Matthews.
 Captain Ridgley.....Mr. H. Lawrence Leyton
 Edith Ridgley.....Miss Aimée de Burgh
 Captain Beaton.....Mr. James Gelderd
 Clara Cavanier.....Miss Christina Rayner
 —Court.
27. † *A Likely Story*, roadside comedy, by Laurence Housman.
 Grumble.....Mr. Leon M. Lion
 Bumble.....Mr. Maurice Elvey
 Thimble.....Miss Margaret Bused
 Nimble.....Miss Decima Moore
 Tiny.....Mr. T. Dayrell Reed
 —Court.
27. † *The Lord of the Harvest*, morality, by Laurence Housman.
 Gruder.....Mr. Leon M. Lion
 Drudge.....Mr. Robert Farquharson
 Dole.....Miss Bessie Hatton
 Bit.....Master James Horne
 Sup.....Miss Iris Rowe
 Dotty Daft.....Mr. Maurice Elvey
 Strike.....Mr. A. V. Bramble
 —Court.
28. * *Richard III.*, Shakespeare's play, in five acts. (Originally produced by Mr. Harvey, April 13, Royal, Dublin.)
 King Edward IV.....Mr. Eric Mayne
 Edward Prince of Wales
 Miss Brenda Gibson
 Richard Duke of York.....Miss Ethel Patrick
 George Duke of Clarence
 Mr. Owen Roughwood
 Richard Duke of Gloucester (afterwards King Richard III.).....Mr. Martin Harvey
 The Duke of Buckingham
 Mr. Charles Glenney
 The Duke of Norfolk.....Mr. C. George
 Earl Rivers.....Mr. E. J. Fraser
 Lord Stanley.....Mr. S. Major Jones
 Henry Earl of Richmond
 Mr. Philip Newland
 Lord Hastings.....Mr. Frederick Ross
 Marquis of Dorset.....Mr. Leonard Craske
 Lord Grey.....Mr. David Bain
 Lord Lovel.....Mr. S. McCarthy
 Sir William Brandon.....Mr. D. Holm
 Sir William Catesby.....Mr. Alfred Mansfield
 Sir Richard Ratcliffe.....Mr. E. Combermere
 Lord Mayor.....Mr. Denholm Muir
 Sir James Tyrrel.....Mr. B. A. Pittar
 The Bishop of Ely.....Mr. A. Wilson
 Sir James Blount.....Mr. F. Percy
 Sir Robert Brackenbury.....Mr. H. Graves
 1st Murderer.....Mr. George Cooke
 2nd Murderer.....Mr. Percy Foster
 1st Messenger.....Mr. Paul Barry
 2nd Messenger.....Mr. A. B. McKay
 3rd Messenger.....Mr. C. Leonard
 Queen Margaret.....Miss Mary Rorke
 Queen Elizabeth.....Miss Sybil Walsh
 Duchess of York.....Mrs. A. B. Cross
 Page to Richard.....Miss Bessie Elder
 Lady Anne.....Miss N. de Silva
 —Lyceum.

4. *The Speckled Band*, play, in three acts, by Arthur Conan Doyle, based on his tale of the same name. Transferred to the Globe, August 8th. Last performance (the 169th), October 29.
Dr. Grimesby Rylott Mr. Lyn Harding
Enid Stonor Miss Christine Silver
Mrs. Staunton Miss Agnes Thomas
Rodgers Mr. A. S. Homewood
Ali, an Indian Mr. Wilton Ross
Mr. Scott Wilson Mr. Arthur Burne
Mr. Armitage Mr. Spencer Trevor
Mr. Longbrace Mr. J. J. Bartlett
Mr. Brewer Mr. Frank Ridley
Inspector Downing Mr. Geoffrey Hill
Coroner's Officer Mr. George Laundry
Mr. Holt-Loaming Mr. A. G. Craig
Mrs. Soames Miss Gwendolen Floyd
Mr. James B. Montague
Mr. A. Corney Grain
Mr. Milverton Mr. Frank Ridley
Billy Master Cecil F. Lowrie
Dr. Watson Mr. Claude King
Peters Mr. C. Later
Mr. Sherlock Holmes Mr. H. A. Saintsbury
—Adelphi.
5. *Civil War*, comedy, in four acts, by Ashley Dukes. (Produced by the Stage Society.)
Caroline Latimer Miss Annie Hill
Thomson Mr. E. Cresfan
Michael Latimer Mr. Frederic Sargent
Sir John Latimer Mr. James Hearn
Rupert Blake Mr. Philip Knox
George Latimer Mr. Athol Stewart
Mrs. Delling Miss Frances Wetherall
Margaret Shannon Miss Penelope Wheeler
James Shannon Mr. J. Fisher White
Robert Mansfield Mr. Lewis Casson
Jeannie Dawes Miss Mabel Knowles
—Aldwych.
6. *Glass Houses*, English version in three acts by Kenneth Barnes of Paul Hervieu's three-act comedy, *Connais-toi*. Last performance (the 50th), July 23.
General Sir Paul Carteret Mr. Bouchier
John Mr. Herbert Sleatn
Captain Bernard O'Brien
Mr. Norman Trevor
Ralph Goring Mr. George Bealby
Giles Mr. Dallas Cairns
Mrs. Goring Miss Muriel Beaumont
Lady Carteret Miss Violet Vanbrugh
—Globe.
6. *The Glittering Gate*, play, in one act, by Lord Dunsany.
Jim Mr. Fred O'Donovna
Bill Mr. J. M. Kerrigan
—Court.
6. *The Eloquent Dempsy*, comedy, in three acts, by William Boyle. (Originally produced, Abbey, Dublin, June 20, 1906.)
Mrs. Catherine Dempsy Miss Sara Allgood
Jeremiah Dempsy Mr. Arthur Sinclair
Dr. Bunbury, J.P. Mr. J. M. Kerrigan
Mike Flanagan Mr. J. A. O'Rourke
Brian O'Neill Mr. Fred O'Donovan
Mary Kate Miss Eileen O'Doherty
Captain McNamara, J.P. Mr. S. J. Morgan
—Court.
6. *The Choice*, one-act problem play, by Alan Monkhouse.
Anne Miss Louise Holbrook
Ella Christie Miss Darragh
Mrs. Lilley Miss Ada King
Major Greig Mr. Ian MacLaren
—Gaiety, Manchester.
6. *M.P.*, comedy, in four acts, by T. W. Robertson. (Originally produced, Prince of Wales's, April 23, 1870.)—Coronet.
6. *Going to the Ball*, comedy sketch duologue, by J. Willoughby Woodward.
He Mr. J. W. Woodward
She Miss Beatrice Woodward
—New, Oxford.
6. *Jack's Little Joke*, comedietta.
Jack Mr. R. Barrie
Mr. Youthful, sen. Mr. J. J. Daly
Madge Miss Francis Rutledge
Smutty Miss May Hallatt
—Alexandra.
6. *Oh! Christina!* comedy, in three acts, by J. J. Bell and Laurence Therval, founded on the story, by J. J. Bell.
Miss McIndoe Miss Lola Duncan
James Baldwin Mr. Campbell Gullan
Miss Purvis Miss Elspeth Dudgeon
Christina Miss Margaret Nyblcock
Customer Mr. Cyril Griffiths
Jimsie McPhee Mr. George Tawde
Child Miss Alice Smith
Mrs. McLeerie Miss Agnes Bartholomew
Dr. Reid Mr. Norman McKewon
Flora Miss Blanche Pearl
The Rev. Mr. Beaton Mr. Walter Roy
Mrs. Pumphrey Miss P. White
Customer Miss Winifred Gunn
—Royalty, Glasgow.
7. *A Slice of Life*, skit, in one scene, by J. M. Barrie.
Mr. Hyphen Brown Mr. Gerald Du Maurier
Mrs. Hyphen Brown Miss Irene Vanbrugh
Frederika Miss Cecilia Loftus
—Duke of York's.
7. *The Lily Queen*, fairy play, in two scenes, by Lila Field (dramatised from the poem, "The Ride of the Flowers," by S. R. Littlewood), lyrics by S. R. Littlewood, music by Clive M. Waterlow.

HOTHOUSE FLOWERS.

- Lily Queen Miss Christine Helga
Peach Blossom Miss Dora Deveen
Chrysanthemum Miss Margaret Landau
Pink Hyacinth Miss Julia Landau
Blue Hyacinth Miss Aurielle Brina
Carnation Miss Sybil Pearce
Fuchsia Miss Ruby Woods
Orchid Miss Dorothy Childs

COTTAGE FLOWERS.

- Rosebud Miss Mona Sinclair
Poppy Miss Nora Hurst
Buttercup Miss Eileen Faithful
Forget-Me-Not Miss Victoria Pacy
Sweetpea Miss Ida Taylor
Daisy Miss Sybil Roylance
Ivy Miss Nellie Terriss
Daffodil Miss Aileen Bowerman
Mistletoe Miss Olga Hope
Sunflower Miss Hilda Taylor
Herald of the Dawn Miss Olive Goff
Queen's Page Master J. S. Evans
Love Star Miss Edna Maude
—Queen's.

7. *Harvest*, play, in three acts, by S. L. Robinson. (Originally produced at Abbey, Dublin, May 19.)
Jack Hurley Mr. Fred O'Donovan
Mildred Miss Sara Allgood
Bridget Twomey Miss Eileen O'Doherty
Maggie Hannigan Miss Ethne Magee
Timothy Hurley Mr. J. A. O'Rourke
Maurice Hurley Mr. J. M. Kerrigan
William Lordan Mr. Arthur Sinclair
Mary Hurley Miss Maire O'Neill
—Court.
9. *The Brownies*, comic opera, written and composed by Ida Stamm.
—Broomwood Road School, Clapham.

- 10.†*Thomas Muskerry*, play, in three acts, by Padraic Colum. (Originally produced, Abbey, Dublin, May 5.)
 Christy Clarke Mr. U. Wright
 Felix Tournour .. Mr. Sydney J. Morgan
 Myles Gorman ... Mr. Fred O'Donovan
 Thomas Muskerry .. Mr. Arthur Sinclair
 Albert Crilly Mr. Eric Gorman
 Crofton Crilly Mr. J. M. Kerrigan
 Mrs. Crilly Miss Maire O'Neill
 Anna Crilly Miss E. O'Doherty
 James Scollard Mr. J. A. O'Rourke
 Mickie Cripes Mr. R. Jameson
 An Old Man Mr. J. M. Kerrigan
 —Court.
- 10.¶*The Prince of Knaves*, comic opera, in three acts, book by W. H. Clinton Baddeley, music by Claude Fenn-Leyland—Elephant and Castle.
- 13.**The Lyons Mail*, play, in three acts, by Charles Reade. (Originally produced at the Princess's, June 26, 1854.)
 Joseph Lesurques Mr. H. B. Irving
 Dubosc Mr. Eric Maxon
 Courriol Mr. Chas. Dodsworth
 Chopard Mr. Tom Reynolds
 Foulhard Mr. Stuart Regnove
 Durochat Mr. Frank Tyars
 Jerome Lesurques..... Mr. Frank Tyars
 Dorval Mr. Henry Vibart
 Didier Mr. Stanley Howlett
 Joliquet Mr. Arthur Curtis
 Guerneau Mr. Alex. Scott-Gatty
 Lambert Mr. J. Patrick Curwen
 Postmaster of Montgeron.. Mr. J. B. Glover
 Coco Mr. H. R. Cook
 Commissary of Police..... Mr. W. Graham
 Postillon Mr. W. Cass
 Guard Mr. Roland Pertuis
 Waiter Mr. S. Beaumont
 Julie Miss Gladys Baird
 Marie Miss May Holland
 Niece to Postmaster
 Miss E. Frances Davie
 Jeannette Miss Esmé Beringer
 —Queen's
13. *The Heavenly Vision*, "musical scena, after the style of a wordless mystery play," by Brother Ernest (Ernest Newlandsmith)—Rehearsal.
13. *The Heiress*, musical comedy, in two acts by Harold Weston and Follett Thorpe, music composed by Guy Jones.
 Robert Beverige..... Mr. Leonard Brown
 George Dilke Mr. Leonard Cox
 Major Barbicombe..... Mr. G. B. Worrall
 Erasmus Ranter..... Mr. H. W. Gambridge
 John Willy Mr. T. G. Holder
 Parkins Mr. Harold Rouch
 François Mr. J. M. Holt
 Sergeant Clews Mr. Walter Newman
 Bioscope Mr. F. H. Timmings
 Orchestra of Bijou Hotel
 Mr. Barry Davenport
 Leader of Same Mr. R. Pinny
 Cora Miss Violet Lewis
 Maidie Miss Hilda Atkins
 Madge Miss Mabel Botwood
 Mildred Miss E. Cook
 Susan Miss Bonnie Phillips
 Blanche Miss Ada Price
 Violet Voter Miss Phillis Billing
 Caroline Barr..... Miss Blanche Freeman
 Mrs. Slashem Miss Kate Berkeley
 Doreen Barbicombe..... Miss Lillie Aston
 —Royal, Birmingham.
13. Oh! *The Press!* duologue, by Bertha N. Graham.
 Musgrave Hemingway.. Mr. Ralph Hutton
 Dorinda..... Miss Winifred Mayo
 —Women's Institute, 92, Victoria Street, S.W.

13. *Paying the Price*, drama, in four acts, by J. S. Willard. London production, September 26, Brixton.
 Lord Delemere Mr. Willard
 Paul Hartman Mr. Willard
 Capt. Dick Clinton... Mr. Jackson Wilcox
 Nell Fortesue..... Miss Marguerite Treskie
 Doris Delemere Miss Alice Bowes
 Hal Vortone Mr. Charles Carte
 Jan Vortone Mr. Charles Carte
 Hon. Cecil Dalrymple.. Mr. H. V. Thomas
 John Dent Mr. Richie Bell
 Corporal True Mr. John Farley
 Mary Esdale Miss Winnie Leslie
 —Alexandra, Hull.
- 16.†*The Accolade*, play, in one act, by Gaston Gervex.
 Marquis de Valencourt
 Mr. H. A. Saintsbury
 Sir Harry Edgecombe..... Mr. S. Howlett
 François Mr. Fred Grove
 Gabrielle de Fontenay..... Mile. D'Airel
 —Court.
- 17.¶*Love o' Life*, play, in four acts, by Lucy France Pierce—Court.
17. *Stalls for Two*, one-act play, by Mrs. George Norman and David Ellis.
 Tom Tatham..... Mr. Duncan Yarrow
 Mr. Jackson..... Mr. Alfred Drayton
 Mrs. Morgan Miss Estelle Stead
 Lucy Morgan Miss Evelyn Grey
 —Rehearsal.
17. *The Duchess of Down*—Rehearsal.
- 18.**Lakmé*, opera, libretto by MM. Godinet and Gilli, music by Delibes. (Originally produced (in England) Gaiety, June 6, 1885.)—Covent Garden.
- 18.**The Building Fund*, comedy, in three acts, by William Boyle Abbey. (Originally produced at the Abbey, Dublin, April 25, 1905; St. George's Hall, November 28, 1905.)—Court.
- 20.**Il Seraglio (The Elopement from the Harem)*, Mozart's opera, in three acts.
 Constance Miss Alice Verlet
 Blonda Miss Maggie Teyte
 Belmont Mr. Hans Lissman
 Pedrillo Mr. John Bardsley
 Osmin Mr. Robert Radford
 Selim Mr. Alex Calvert
 —His Majesty's.
- 20.†*The Cross Roads*, play, in two acts, by S. L. Robinson.
 Mrs. Desmond Miss Eileen O'Doherty
 Mrs. McCarthy Miss Maire O'Neill
 Brian Connor Mr. Fred O'Donovan
 Ellen McCarthy Miss Sara Allgood
 Mike Dempsey Mr. J. M. Kerrigan
 Tom Dempsey Mr. Arthur Sinclair
 —Court.
20. *It's Always the Woman*, play, in four acts, by "Riada" (Frank Adair).
 Lady Margaret Desmond Miss L. Adair
 Sister St. Barbara
 Little Marjorie Desmond.. Bertha Hanbury
 Paula Carlton Miss Adeline Raby
 Nancy Felton ... Miss Iola Garnet-Vayne
 The Mother Superior.. Miss Stanley Burt
 Barker Miss Amy Randolph
 Wardress..... Miss Lucy Vane-Tempest
 Detective-Sergeant Good .. Mr. H. Sydney
 William Mr. Fred Barnes
 Inspector Thompson.. Mr. Holliwel Jones
 Mike O'Flynn Mr. Hyland T. O'Shea
 Lord Grassmere Mr. Dudley Wynton
 Jack Desmond Mr. Cyril Austen-Lee
 Major Quentin Stevington .. Mr. F. Adair
 —Shakespeare.
- 20.†*My Lady Bellamy*, play, in four acts, by Dorothea Moore. (Originally produced, April 11, Royal, Margate)—Royal, Woolwich.

20. *A Sportsman and a Gentleman*, sporting drama, in four acts, by Clifford Rean.
Jack Deeringhurst Mr. F. B. Woulfe
Sir Charles Deeringhurst Mr. C. Rean
General Vallander, V.C. Mr. Fred Wilberforce

Lord Lucas Lydford Mr. Henry Parr
Jim Stoach Mr. Leonard Thackeray
Ike Crawford Mr. A. Waghorn
Billy Bettson Mr. Edwin Coates
Inspector Melville Mr. F. Brandon
M.C. Mr. Cyril Jarvis
Timekeeper Mr. Alfred Meade
Referee Mr. Henry Ernestine
Tom Mute Mr. Cydney Churchill
Dolly Stoach .. Miss May Irene Wright
Nelly Jordan Miss Florrie Lyndon
Nell Vallander .. Miss Josephine Lorraine
Lady Cleodora Lydford .. Miss E. Lorraine
—Royal, West Stanley.

20. *Three Old Men*, melodrama, in four acts, by John Darlison.

Everard Saville Mr. J. W. Austin
Tom Sprate Mr. Ernest Regent
Joe Doddlecum Mr. Addison Thomas
Phillip Tyndal Mr. Richard Ferris
Harry Stanton Mr. Mark Hannam
Dicky Twiddles Mr. J. T. Dale
Taddeo Scalazzi .. Mr. A. W. B. Kingston
Giuseppe Madoni Mr. Paul Dysart
Postman E.C. 14 Mr. David Porter
Bob Mivens Mr. Peter Dalton
Mrs. Stobs Miss Paulina Gear
Araminta Judge Miss Kitty Thomas
Stella Scalazzi Miss Eleanor M'Hardy
Winnie Vernon Miss Doris Brookes
—Galety, Leith.

20. *The Iron King*, dramalette, by Edwin Birch.

Sir James Rawsthorne..Mr. John Sargent
CharlesMr. Conrad E. Stratford
WilsonMr. Ulick Burke
M. D'EspionMr. Charles Vivian
BillMr. Leonard Aardale
MaryMiss Winnifred Acton
KittyMiss Jessie Yatman
—Metropole, Devonport.

20. *Turning the Tables*, farcical comedy, in three acts, by Oswald King.

Mr. TunnellMr. Edward Irwin
WilfredMr. Harold West
Mrs. Leversham ..Miss Kathleen Grey
IreneMiss Beatrice Fitzgerald
JamesMr. Arthur Fitzgerald
Rev. Sylvester SluggaMr. Tim Ryley
Admiral FlemingMr. Harold Carson
JackMr. Vivian Gilbert
MetaMiss Jane Saville
MardinMr. Henry Adnes
AntonMr. Bertie Murray
—Devonshire Park, Eastbourne.

20. *The Green Helmet*, one-act play, in ballad metre, by W. B. Yeats, originally produced, Abbey, Dublin, February 10.

LeaigaireMr. Allan Wade
ConalMr. Arthur Sinclair
CuchulainMr. Fred O'Donovan
Red ManMr. J. M. Kerrigan
LaegMr. Sydney J. Morgan
Leaigaire's WifeMiss Ethne Magee
Conal's WifeMiss Marie O'Neill
EmerMiss Sara Allgood
Sculions, Horseboys, and Blackmen:—
Messrs. Wilfrid Fletcher, J. A. O'Rourke,
F. R. Harford, T. Moloney, T. Durkin, P. Byrne.

—Court.

23. *Billy's Bargain*, a sensational farce, in three acts, by "Robert Lascelles" (Weedon Grossmith). (Originally produced under the title of *Among the Brigands*, at the Royal, Birmingham, October 25, 1907; renamed *Billy Rotterford's Descent*, when

Billy's Bargain (continued).

presented, in revised form, at the Opera House, Cork, March 25, 1908, and at the King's, Hammersmith, May 11, 1908.)
J. K. RotterfordMr. John Clulow
Billy Rotterford ..Mr. Weedon Grossmith
Aubrey ColpoysMr. Wilfred Forster
Alf. K. KellyMr. Oswald Marshall
Sir Richard Mulberry..Mr. A. B. Murray
Col. BrazierMr. Hugh Ardale
Hon. "Toffy" Dillingham

Bertie AllertonMr. Alfred Drayton
Freddie WesternMr. Richard Neville
Mr. T. A. Braidon
Algy RiptonMr. B. Burleigh
Percy TiftonMr. James Gelderd
EdwardsMr. Edwin H. Wynne
Mr. PoltingMr. Frank H. Denton
"Baron Harper" ..Mr. Sebastian Smith
Crossing SweeperMr. Henry Nixon
ReporterMr. Lyonel Watts
PolicemanMr. Cecil McGuinness
WarnerMr. Fred Paul
FitzgeraldMr. A. Rhaden
Mrs. J. K. Rotterford ..Miss Fortescue
Lady MulberryMiss Lynn Fontanne
Lady BallaterMiss Jean Bloomfield
Dolly CatarackMiss Gwendolen Wren
Judy JohnsonMiss Beatrice Ainley
Popsy Hock'tMiss Violet Radcliffe
Belle BatemanMiss Jane Toussaint
Kitty ChatterisMiss Emily Reynolds
Nurse FairmeadMiss Marjerie Doré
Madam Garvarnavitch ..Miss Annie Hill
LandlordMr. Frank Leach
ZampassaMr. Arthur Chesney
VanderhousanMr. Henry Latimer
DavittsMr. George G. Cole
Gavonda VritzMr. H. J. Vine
Aga KingerlinskyMr. A. Paulauve
Ching Lightenzen Fungza

Mr. Sidney Laurimer
Baga LinkskingzMr. James Ging
AdgybydzkyMr. Guy Smethurst
JdzakitchMr. A. E. Ackerman
Vera Vanderhousan ..Miss Olga Morra
—Garrick.

24. *The Wrongs of Woman*, drama, in a prologue and three acts, by Fredk. A. Marston and Maurice Scott.

Prologue.

Sir Herbert Comerford
Mr. F. O. Chambers
Comer HelmstoneMr. Basil Mitchell
Tom DrewittMr. Fred Luard
DavidMr. J. O. Stevenson
PeterMr. Owen Edwin
Kitty MaynardMiss Emily Lewis
Mrs. HelmstoneMiss Ada Hender

Drama.

Paul DesmondMr. Hubert Hellwell
Sir Herbert Comerford..Mr. Basil Mitchell
Comer HelmstoneMr. F. O. Chambers
Colonel Cronshaw..Mr. Charles F. Johnson
Tom DrewittMr. Fred Luard
DavidMr. J. O. Stevenson
PeterMr. Owen Edwin
FriarMr. George Westfield
MatteoMr. D. Rose
ZanoniMr. Jas. Rostrom
Italian WomanMrs. Rose
Kitty MaynardMiss Emily Lewis
Nellie YeulettMiss Madge Maher
Mrs. HelmstoneMiss Ada Hender
Miriam CronshawMiss Maud Garth
—Royal, Leicester.

24. *Moll*, playlet, by Charles Massé.

Earl of Saynsbury..Mr. Leonard Clapham
Lord JeffreysMr. H. Eyeland-Leigh
Sir Chris BeauforeMr. Charles Massé
Lady Helen KerrMiss Phyllis Elton
MollMiss Cherry Vehene
BettyMiss Evelyn Hamilton
—Royal, Scarborough.

25.**The Breed of the Treshams*, play, in four acts, by "John Rutherford." (Originally produced at the Royal, Newcastle, September 28, 1903; Kennington, December 7, 1903; Lyric, June 8, 1905.)—Lyceum.

25.**Caste*, comedy, in three acts, by T. W. Robertson. (Originally produced Prince of Wales's, April 6, 1867.)—Coronet.

27.**Cost Fan Tuttle (They All Do it!)*, Mozart's comic-opera, in four scenes.

Isidora Miss Ruth Vincent
 Dorabella Miss Lena Maitland
 Desolina Miss Beatrice La Palme
 Ferrando M., Walter Hyde
 Gratiano Mr. Frederic Austin
 Don Alfonso Mr. Lewis James
 —His Majesty's.

27.†*Her Secret Lover*, drama, in four acts, by Mrs. E. G. Kimberley. (Originally produced, S.P., O.H., Dudley, December 1, 1908; Royal, Wolverhampton, February 8, 1909.)

Gilbert Seymour Mr. Arthur St. John
 Captain Darrell Rose... Mr. W. H. Wilson
 John Strange Mr. Alfred Stretton
 Mr. Murfield Mr. Robert Lord
 Billy Burley Mr. Malcolm Douglas
 Jim Jones Mr. J. Newton-Cowling
 Sergeant Smith Mr. Hugh Clayton
 Inspector Wilson Mr. Felix Lawson
 Warder Phillips Mr. Harry Cob
 Rev. Arthur Holmes... Mr. Alfred James
 Vernon Cooper Mr. Fred Evans
 Jane Maria Wilkes... Miss Lynn Darlington
 Alicia Royale Miss Flora Leslie
 Ivy Seymour Miss Laura Walker
 —Royal, Stratford.

27. *The Pigeon House*, musical play, in three acts, written and composed by "Eric Hope" (the Earl of Yarmouth). (Originally produced as a farce, Bijou, Bayswater, July 2, 1902.) London production, September 19. Court.

Paul Bouchard Mr. O. E. Lennon
 Victor de Meneval... Mr. Eric Hope
 Major Fallieres... Mr. A. W. Fordham
 Dr. Deicasse Mr. H. Chubb
 Pierre Mr. Trefor Davies
 Francois Mr. F. J. Schroeter
 Vicomte de Chantier... Mr. D. G. Thomas
 Jacques Captain Lionel Lindsay
 Concierge Mr. F. J. Schroeter
 Lestocque Mr. F. W. Senington
 Caron Mr. P. M. Rogers
 Madame Vernet Miss Olive May
 Mlle. Celeste Bouchard... Mrs. E. Davids
 Elise Miss Julia Silvestre
 Princess X Mrs. Schroeter
 Duchesse de Grandmarnier... Miss Q. Watts
 Aglaia Miss Violet Dene
 Olga Miss Doyce Griffiths
 Louise Miss Ida Duncan
 Pepita Miss E. Loeffler
 Léontine de Meneval... Miss Thelma Raye
 —New, Cardiff.

28. *Priscilla Runs Away*, comedy, in four acts, by Elizabeth Armin. Last performance (the 192nd), December 17.

Herr Fritzling Mr. E. Lyall Swete
 Dr. Biletson Mr. Edward Rigby
 Baron Osterman Mr. E. A. Warburton
 Henry, Prince of Lucerne... Mr. C. Maude
 Grand Duke of Lothen-Kunitz... C. V. France
 Robin Morrison... Mr. Louis Goodrich
 Sir Aug. Shuttleworth... Mr. D. Calthrop
 A Plumber Mr. J. Fisher White
 A Carpenter Mr. H. R. Hignett
 A Clerk Mr. R. W. Hutton
 Mr. Price Mr. Norman Page
 1st Footman Mr. J. Dickson-Kenwin
 2nd Footman Mr. Arthur Webster
 Princess Priscilla Miss Neilson-Terry
 Grand Duchess of Gerstein... Miss H. Haye

Priscilla Runs Away (continued).

Annalise Miss Amy Lamborn
 Mrs. Jones Miss Sydney Fairbrother
 Mrs. Morrison Miss Agnes Thomas
 Lady Shuttleworth Miss Frances Ivor
 Emma Jones Miss Victoria Addison
 A Nurse Miss Margaret Murray
 A Maid Miss Enid Rose
 Guests at the State Ball:—Misses F. Celli, M. Caldicott, M. Lake, V. Whitaker, Messrs. J. Kelly, Roy Travers, J. O'Brien, O. Bailey. Footmen.—Messrs. E. Sully and R. H. Leverett.
 —Haymarket.

29.†*The Adventures of Nobbler and Jerry*, comedy drama, in five acts, by Harry Boden, David Worton, and Lew Lake—Royal, Stratford.

30. In aid of the Shakespeare Memorial National Theatre *The Masque of Shakespeare* was performed in the Garden at St. Dunstan's, Regent's Park.

NAMES OF THE MASQUERS.

IMMORTALS.

Fame Lady Beerbohm Tree
 Tragedy Miss Lillah McCarthy
 Comedy Miss Lillian Braithwaite
 History Hon. Venetia Stanley

SPIRITS OF MORTALS.

The Messenger (a Poet) Mr. Vernon Steel
 Charles Betterton Mr. Herbert Mansfield
 David Garrick Mr. George Owen
 Edmund Keane Mr. Eric W. Hall
 Peg Woffington Hon. Irene Lawley
 Kitty Clive .. The Lady Eileen Wellesley
 Sara Siddons Mrs. Walter Rubens

FIGURES IN PROSPERO'S MASQUE.

Poetry Miss Frances Tennant
 Imagination Miss Ruth Lyster
 Fancy Miss Kathleen Tennant
 Architecture

Hon. Helen Meysey-Thompson

Dance Miss Alison Balfour
 Painting Lady Winifred Gore
 Music Miss Winifred Shelley
 Writing Hon. Frances Lyttelton
 Sculpture Miss Teresa Hulton
 Drama Miss Ellen Terry

SHADOWS FROM THE PLAYS.

King Richard III. Mr. Geoffrey Howard
 Hamlet Mr. Howard Rose
 Romeo Mr. MacIntock Clive
 Benedict Mr. Hugh D. Robinson
 Orlando Mr. Alan N. Birch
 Petruchio Hon. Guy Charteris
 Othello Mr. Malcolm Bullock
 Macbeth Mr. H. Talbot Rice
 Lear Mr. Tom Heslewood
 Prospero Mr. J. Patric Curwen
 Falstaff Mr. Frederick Annerley
 Oberon Miss Mary Lyttelton
 Ariel Miss Daisy Benson
 Puck Miss Elizabeth Asquith
 Ophelia Miss Joan Balfour
 Juliet Miss Felicia Stewart
 Beatrice Miss Martha Vigo
 Rosalind Miss Muriel Martin Harvey
 Katharine Mrs. Godfrey Baring
 Desdemona .. Miss Rosamund Grosvenor
 Lady Macbeth Miss Marjorie Villiers
 Portia Hon. Victoria Sackville-West
 Titania Miss Barbara Jekyll

30.†*The Flame*, play, in one scene, by Mari-
 anne Stayton.

Mrs. Hallett Miss Helen Leyton
 Rose Hallett Miss Marianne Stayton
 Jim Hallett Mr. Harry Welchman
 A Young R.E. Officer Mr. Eric Marzetti
 Captain Anderson Mr. H. E. Pearce
 —Shaftesbury.

- 80.*Miss Elizabeth's Prisoner, romantic comedy, in three acts, by R. N. Stephens and E. Lyall Swete (originally produced Imperial, April 16, 1904, prologue added September 1, 1904).
- Capt. Harry Peyton .. Mr. Lewis Waller
Major John Colden .. Mr. Frank Woolfe
Sergeant Carrington .. Mr. Cronin Wilson
Mr. Valentine Mr. Herbert Jarman
John Edwards Mr. Caton Woodville
Black Sam Mr. G. Welsh
Cuff Mr. C. Keene
Mistress Sarah Williams
Miss Lottie Venne
Molly Edwards Miss Gordon Lee
Miss Elizabeth Phillipse
Miss Madge Titheradge
—Lyric.

JULY.

- 1.†Scaramouch, one-act play, by Dion Clayton Calthrop.
Scaramouch Miss Ethel Irving
John Delorme Mr. Norman Forbes
Craven Mr. Richard Hatteras
—St. James's.
1. The Duellist, dramatic episode, by Francis Daniel.
Henri and Laurence Trevor.. Mr. Leslie Rea
Edmund St. Albans.. Mr. H. R. Kimpton
Solomon Heidelberg.. Mr. Thos. Pauncefort
Major Fitz Boodlepump Mr. Crowther
Alphonse Mr. E. F. Beach
Marie Cocketon Miss Hilda Franks
Lillian Trevor Miss Mary Crewe
—Royal, South Shields.
1. The Garden of Eve, a comedy in three acts, from the Italian of Paolo Ferrari.
Lady Dacre.. Miss Jean Sterling Mackinlay
Miss Adela Lane..... Miss Margaret Busse
Marie Miss Aileen Curran
John Cartwright Mr. Herbert Dansey
Sir Charles Blundell
Mr. E. Harcourt-Williams
—Zoo Gardens, Clifton, Bristol.
1. Karl's Luck, one-act play, by Ina Leon Cassilis and Lena Burnleigh. Subsequently played as a music hall sketch.
Karl Wertheim..... Mr. A. Van Biene
Ned Christie Mr. George H. Childs
Margaret Dane Miss Violet Vaughan
—Kelly's, Liverpool.
- 4.*Die Fledermaus, Johann Strauss's comic opera, in three acts (originally presented here at Drury Lane; (in English) at the Alhambra, December 18, 1876.
Von Eisenstein Mr. Joseph O'Mara
Dr. Falke Mr. Frederick Ranalow
Alfred Mr. John Bardsley
Blind Mr. Arthur Royd
Frosch Mr. R. Scrope-Quentin
Ivan Mr. Arthur Wynn
Orlofsky Miss Muriel Terry
Rosalinde Miss Carrie Tubb
Adele Miss Beatrice La Palme
Molly Miss Kate Zoller
Melanie Miss Gwendoline Trevitt
Faustine Miss Doris Lemon
Felicitia Miss B. Shannon
Minnie Miss Florence Mundi
Hermine Miss Hattie Herbert
Natalie Miss Violet Williams
Sabine Miss B. Thomas
Sylvia Miss Jessie Neill
Ali-Bey Mr. E. Vogel
Ramussin Mr. W. Brown
Murray Mr. E. Lilley
Cariconi Mr. J. Birrell
Frank Mr. Walter Passmore
Four Footmen: Messrs. J. Leithart, B. White, R. Foale, and H. Treadway.
Guests.
—His Majesty's.

4. Love the Conqueror, romantic play, in four acts, by Frank Lindo (originally produced December 15, 1908, Palace, Newcastle).
William of Orange.. Mr. Eric S. Crowther
Brian Norval Mr. Frank Lindo
Sir John Mortimer Mr. Sidney Dench
Count I'ascelles ... Mr. Leonard Laurence
Capt. Armadale ... Mr. Norton Shields
Andrew Albertree Mr. Harry Belford
Peter Mr. Bert Dench
Gaoler at Taunton ... Mr. Gerald Rogers
Nicholas Mr. W. Gregory
Dame Norval Miss Nellie Benson
Susan Shortly Miss Helen Holmes
Beatrice Mortimer.. Miss Marion Wakeford
—Elephant and Castle.
4. Looking for Trouble, farcical play, by Hélène Gingold.
Mr. Crawling Mr. George Fisher
Bethel Petch Mr. Howard Brenan
Captain Porches Mr. Walter Pearce
Angus Macpherson ... Mr. Blake Adams
Mrs. Bellingham Miss Ella Erskine
Mrs. Porches Miss Rita Tomkins
Silvia Porches Miss Muriel Johnston
Pierpoint Porches ... Mr. Henry Doughty
Charles Bracebridge.. Mr. Stephen T. Ewart
Inspector Gotham ... Mr. Hubert Pinder
No. 18,420 Mr. Martin Koss
—West Pier, Brighton.
- 4.*Society, comedy, in three acts, by T. W. Robertson (originally produced at the Prince of Wales's, November 11, 1865).
—Coronet.
7. Struck, play, by Hon. and Rev. J. G. Ad-derley—Norton Hall, Saitley.
8. The Bishop's Fortune, one-act play, by Gaston Gervey (Mrs. Montague Fowler). (Produced by the Rehearsal company.)
Bishop of Granchester .. Mr. M. Mazeran
Dowager Lady Mills Miss May Saker
Lady Mills Miss Laurie Flockton
Lord Mills Mr. Dennis Clough
Miss Plünge Miss Dorothy Tanqueray
Servant Mr. Elgin Huntly
—Court.
8. The Life of a Rose, fantasy, words and music by Liza Lehmann. (Produced by the Rehearsal Company.)
A Lover Miss Lillian Tweed
His Lassa Miss Naomi Barton
A Bee Miss Kate Coventry
Spirit of the Storm .. Miss Nancy Denvers
A Rose Miss Violet Furnival
—Court.
- 8.†A Modern Medea, tragedy, in one act, by Alice Chapin.
Jeannie Mrs. Alice Chapin
Freda Miss Beatrice Chester
Ellie Miss Elsie Chapin
Reginald Vere Mr. Goodwin Nock
Alfred Whitlake Mr. Basil Osborne
Felix Villon Mr. Maurice Elsey
—Rehearsal.
9. Feuersnot (Beltane Fire), Richard Strauss's comic opera, in one act.
Schweiker Von Gundelungen
Mr. Wilson Pembroke
Ortolf Sentlinger .. Mr. Robert Radford
Elsbeth Miss Lena Maitland
Wigelia Miss Stella Phelps
Margret Miss Lillian Coomber
Kunrad der Ebner ... Herr Mark Oster
Jörg Pöschel Mr. Harry Dearth
Hämerlein Mr. Lewys James
Kofel Mr. Arthur Wynn
Kunz Gilgenstock .. Mr. Herbert Langley
Ortlieb Tulbeck ... Mr. Leon de Sousa
Ursula Miss Edith Evans
Rugor Aspeck .. Mr. Denis Byndon-Ayres
Walpurg Miss Caroline Hatchard
Ein grosses Mädchen ... Miss G. Trevitt
Diemut Miss Maude Fay
—His Majesty's.

11. *The Wiles of the Widow*, comedietta, by Kathleen C. Lion.
 Betsy Pye Miss Clara Greet
 Mary Beasley Miss Joy Chatwyn
 James Beasley Mr. Holliday Attlay
 Daniel John Scatt Mr. Hubert Druce
 —Wyndham's.

12.†*His Lordship's Cure*, comedy, in four acts, by Dolf Willard and Elliott Page.
 Lady Jane Wrightways...Miss Granville
 Dennison Mr. Arthur Burne
 Mr. Wrightways ... Mr. Edgar B. Payne
 Enid Marchmont Miss Viva Birkett
 George Alston Mr. Brian Egerton
 Sir Philip Vesey Mr. Bassett Roe
 Lord Charles Howard.. Mr. Malcolm Cherry
 Archie Gillies Mr. Fred Cremlin
 Tibbie Miss Armine Grace
 Primrose Miss Katharine Pole
 A Boy Mr. R. Brighten Salisbury
 —Apollo.

12. *A Woman of Westminster; or, Votes for Men*, comic opera, in two acts, written by W. Hugh Higginbottom, composed by F. Dallas Barnes.
 The Right Hon. the Prime Ministress of the British Isles .. Miss Evelyn Barnes
 Theodore Jenkinson-Smythe
 Mr. Neville B. Stone
 Julia Miss Margot Bird
 Byles Mr. E. E. Butcher
 Corinthia Cormorant.. Miss Ruby Baudaine
 Dolly Parkins Miss E. Andrews
 Gertie Lynn Mrs. Newton
 Gerald Allenby Mr. R. L. Sevenoaks
 Arthur Harding Mr. J. Watts
 Loris Mornington ... Mr. Hubert Curling
 A Nurse Inspectress ... Miss V. White
 A Police Girl Miss F. Lovell
 Sergeants Miss Stevenson
 Mrs. Watts
 A Flunkey Mr. Bocking
 —Opera House, Tunbridge Wells.

13. *Faith of Our Fathers*, romantic Roman drama, in five acts, by May Irene Wright.
 Vulpian Mr. F. B. Woulfe
 Aurelius Varro .. Mr. Leonard Thackeray
 Justus Gratian ... Mr. Edwin C. Coates
 Argobast Mr. Henry Parr
 Symphorian Mr. Eddie Vane
 Sillico Mr. Frank Brandon
 Tomba Mr. Maris Davis
 Bombastus Mr. Cyril Jarvis
 Colossus Mr. Alf Raymond
 Lady Angela Miss Edith Lorraine
 Campaspe Miss May Irene Wright
 Milone Miss Josephine Richards
 Eros Miss Florrie Lyndon
 Cymballa Miss Minnie Holmes
 —Royal, West Stanley.

14.†*The Turquoise Necklace*, play, in one act, by Constance Meredith.
 Major Robert Sinclair .. Mr. D. Milward
 Lady Tallents Lady Clarke-Jerwise
 Miss Araminta Smith .. Miss Alice Beet
 Telegraph Boy Master M. Edmonds
 Dorothy Morgan Miss C. Meredith
 —Criterion.

14.†*How It's Done*, play, in one act, by Weedon Grossmith.
 Louisa Marmette de Vere..Miss M. Palfrey
 Captain Vivien .. Mr. Weedon Grossmith
 Reginald Bantock .. Mr. W. E. Forster
 Proprietor of Hotel .. Mr. Alfred Drayton
 Waiter Mr. F. Leach
 Policeman Mr. C. McGuiness
 —Shaftesbury.

15.†*The Unlucky Family*, burlesque, in one act, by Mrs. Henry De La Pasture.
 Mr. Chubb Mr. Frederick Volpé
 Mrs. Chubb Miss Hilda Hamilton
 Aunt Emily Miss Alice Beet
 Mr. Higginbotham.. Mr. Ernest Theisger
 The Papuan Chief ... Mr. Henry Ainley
 Dreamy Dorothea .. Miss E. De la Pasture
 Careless Charles ... Master D. Urwick
 Busy Matilda Miss Betty Hamilton
 Clumsy Caroline ... Miss Gabrielle Urwick
 Greedy George .. Master Frank Thorndike
 Selfish Cissie Miss Mimi Crawford
 Wilful William ... Master Phillip Tonge
 Sharp Little Emily .. Miss Florrie Lewis
 Princess Fulanga ... Miss Nora Mond
 Princess Kambara ... Miss Mary Mond
 Prince Savu Master Richard Cave
 Prince Koro Miss Margaret Morris
 Princess Vanna Miss Isabel Urwick
 —His Majesty's.

18. *La Habanera*, opera, in three acts (in French), by Raoul Laparra, poem and music by the composer.
 Pilar Mlle. Demellier
 Pedro M. Dalmorès
 Ramon M. Bourbon
 Le Vieux Mr. Murray Davey
 Une Fille }
 Une Fiancée } Mlle. Egener
 1er Compère }
 2me Aveugle } M. Lheureux
 2me Compère }
 Fiancé Aragonais } Mr. D'Oisly
 3me Compère }
 1er Aveugle } M. Morin
 4ième Compère }
 3ième Aveugle } M. Verheyden
 Un Domestique Mr. G. Sargeant
 Un Petit Garçon Miss Vincent
 Un Homme entre deux ages.. M. Deifère
 Un Jeune Homme M. Tronconi
 Un Andalou M. Sandrini
 Un Andalou M. Sperte
 Un Madrilène M. Demortier
 —Covent Garden.

18. *Till Death do us Part*, dramatic episode, in one scene, by William T. Gliddon.
 Lady Carlhome Miss Marie McAulay
 Lord Carlhome Mr. Will Smith
 Jimmy Jorkins Mr. Newman Maurice
 Mr. Chan-ey' Mr. Victor Lorraine
 Sam Bredford Mr. W. H. Porter
 —Brixton.

18.**Progress*, comedy, in three acts, by T. W. Robertson, adapted from Victorian Sardou's *Les Gamaches*. (Originally produced at the Globe, September 18, 1869.)—Coronet.

18. *A Woman of Two Lives*, melodrama, in four acts, by Charles Darrell.
 Capt. Travers West Mr. H. Pearson
 Lieut. "Billy" Tremaine Mr. J. Armitage
 Garda Khan Mr. James Jarrett
 James Harper .. Mr. T. Grahame Smith
 Dick Smarter..... Mr. E. Hall Eldon
 Archibald Briggs Mr. Tom Slater
 Colonel Fenton Mr. Arthur Swaine
 Kulata Ra Mr. Leonard Conroy
 Jhuldop Miss Louie Underwood
 An Orderly Mr. J. L. Leslie
 P.C. Andrews Mr. Francis Cavins
 Drumpardil Lares .. Miss Mary Brammer
 Lady Mountphayton.. Miss Louise Gilmore
 Lottie London Miss D. Hildebrande
 Ogarita Miss Hilda Beverley
 Angela Fenton }
 —Junction, Manchester.

18. *The Mystery of the Fens*, play, in four acts, by George S. King.
 Mark Holmes Mr. John Sargent
 Joan Miss Rita Sponti
 May Miss Dolly Gilroy
 Luke Mr. Ulick Burke
 Simon Bravo Mr. Leonard Aardale
 Jake Pollen Mr. William Daimler
 Daft Manshed Mr. Charles Vivian
 Nanny Miss Maggie Lindsey
 Nina Stuart Miss Jessie Yatman
 Wm. Hamlyn Mr. Sam Roberts
 Mrs. Green Miss Sally Coy
 Dr. Vavey Mr. James Dalton
 Dr. Mort Mr. M. Melrose
 Detective Ransom .. Mr. Charles Lincoln
 Mr. Teverton Mr. T. Macdonald
 Judge Eadern Mr. Ralph Sydney
 Mr. Isaacmaster, K.C. Mr. M. Samuel
 Mr. Brett Mr. Conrad E. Stratford
 —Metropole, Devonport.
- 20.* *A White Man*, romance of the West, in four acts, by Edwin Milton Royle. (Originally produced at the Lyric, January 11, 1908.)
 Capt. James Wynnegate .. Mr. H. Sleath
 Earl of Kerhill Mr. Eric Mayne
 Sir John Applegate .. Mr. Frank Elliott
 Bates Mr. Wilton James
 Mr. Chiswick Mr. Henry Ashmead
 Malcolm Petrie .. Mr. William F. Grant
 Lieut. Henry George .. Mr. William Heal
 Lieut. Alex Leslie .. Mr. Sydney Hope
 Lieut. Charles Mugarth...Mr. G. Norton
 Dean of Trantham Mr. Harry Cane
 Big Bill Mr. R. A. Brandon
 Shorty Mr. Gerald Valentine
 Andy Mr. Stanley Warrington
 Grouchy Mr. Hugh Taylor
 Baco White Mr. E. Thornton
 Tab-y-wana Mr. Frederick Ross
 Cash Hawkins Mr. Frank Mayo
 Nick Mr. J. Floyd
 Bud Hardy Mr. S. Major Jones
 Clark Mr. David Douglas
 McSorely Mr. John Bell
 Parker Mr. Jack Coultis
 Pete Mr. Gerald Earle
 Parson Mr. John Rogerson
 Punk Mr. Alfred Gordon
 Mr. Hiram Doolittle .. Mr. W. Fletcher
 Little Hal Little Kitty Rogers
 Dowager Lady Kerhill..Miss D. Mordant
 Lady Mabel Wynnegate..Miss G. Storey
 Mrs. Hiram Doolittle .. Miss Lillian Tweed
 Music Hall Artist .. Miss Dorothy Duncan
 Nat-u-rich Miss Violet Vorley
 Countess of Kerhill..Miss Georgina Wynter
 —Lyceum.
- 22.†*The Girl of My Dreams*, musical comedy, in three acts, with book and lyrics by W. D. Nesbit and Otto Hauerbach, music by Karl Hoschna—Ladbroke Hall.
22. *Greta*, drama, in one act, by Charlotte Brook—Opera House, Harrogate.
23. *Der Schauspieldirektor (The Impresario)*, Mozart's *pièce d'occasion*, in one act, English version by Alfred Kalisch.
 Frank Mr. R. Scrope-Quentin
 Eiler Mr. Alex. Calvert
 Buff Mr. Hubert Carter
 Hertz Mr. Rohan Clensy
 Mme. Pfeil Miss Doris Lytton
 Mme. Krone Miss Elinor Foster
 Mme. Vogelsang Miss Grace Croft
 Herr Vogelsang Mr. John Bardsley
 Mme. Hertz Miss Caroline Hatchard
 Mlle. Silberklang..Miss Beatrice La Palme
 —His Majesty's.
23. *A Summer Night*, opera comique, in one act, composed and written by G. H. Clut-sam.
 Lisa Miss Beatrice La Palme
 Lucretia Miss Muriel Terry
 Toni Mr. Walter Hyde
- A Summer Night (continued).*
 Messer Niccolo Mr. Harry Dearth
 Messer Facio Mr. Lewys James
 —His Majesty's.
25. *The Hand that Rocks the Cradle*, four-act drama, by J. A. Campbell (S.P., March 10, Junction, Manchester.) London production, under the title of *The Coastguard's Daughter*, November 14, Elephant and Castle.
 Post-Captain Henry Drummond
 Mr. Douglas Tremayne
 Lieut. Philip Marchant
 Mr. Gerald Jordaon
 Derek Mason Mr. Guy Hastings
 John Melrose Mr. T. Lionel Ellis
 Jerry Dale Mr. Finn Doyle
 Lieut. Arthur Barclay .. Mr. Stanley Vine
 Edward Somerville ... Mr. L. J. Lawrence
 Capt. Hubert Sternroyd..Mr. E. H. Clarke
 Sir Dennis Jermyn Mr. W. Webb
 Gabrielle D'Arnaud .. Miss Janice Deane
 Nanoya Miss Babs Stuart
 Audrey Melrose..Miss Gertrude F. Godart
 —Junction, Manchester.
25. *A Criminal's Bride*, drama, in four acts, by Edward Marris (London production, August 1, Pavilion).
 Sir Harry Felstead..Mr. F. E. Robertson
 David Loseby Mr. Grayson Bancroft
 Austin Deepdale Mr. Annesley Hely
 Archie Ravenscourt .. Mr. Harry T. Butler
 Giuseppe Canova Mr. Herbert Belmore
 P.C. Dumbleby Mr. George Brentwood
 Grant Mr. Harvey Welton
 Mitchell Mr. J. Templar Ellis
 Inspector Sharples Mr. Alf. Rushen
 P.C. Barraby Mr. Eric Wilson
 Rev. Chandos Goode .. Mr. Alfred Ames
 Billy Tippit Mr. Teddy Leonard
 Jenny Jenkins Miss Mollie Hackett
 Bellamy Miss Lillah Peitz
 Kitty Felstead Miss Maud Tremaine
 Tessa Gianelli Miss Ella Willmer
 Lavender Loseby Miss Ethel Ward
 —Grand, Brighton.
- 25.**Home*, comedy, in three acts, by T. W. Robertson, founded on Emile Angier's *L'Aventurière* (originally produced at the Haymarket, January 14, 1869)—Coronet.
25. *A Nicht wi' Burns*, one-act play, by George Reston Malloch.
 Robert Burns Mr. Dickson Moffat
 Ralph Farrell Mr. Sydney Bland
 Sir John Seymour .. Mr. Henry Earlesmere
 Mrs. Burns (Jean Armour)..Miss Ivy Ross
 Miss Isabella Seymour
 Miss Mildred Hodson
 —Lyceum, Edinburgh.
- 26.†*The Rose*, story of Italian peasant life, in one scene, by Kate Lyon.
 Reni Miss Clara Alexander
 Alessandro Mr. J. Lindsay
 Werth Mr. F. Warlock
 Madre Miss Rosalind Ross
 Riccardo Mr. Douglas Imbert
 —Queen's.
- 26.†*Peace*, episode of the American Civil War, by Kate Lyon.
 George Carter ... Mr. Norman Trevor
 Tramp Mr. J. Lindsay
 Jake Miss Marjorie Day
 A Soldier Mr. Cecil Bevan
 Elsie Winston ... Miss Clara Alexander
 —Queen's.
26. *The Piper*, play, in four acts, by Josephine Preston Peabody (Mrs. Lionel Marks). London production, December 21, St. James's.
 The Piper Mr. F. R. Benson
 Michael Mr. Eric Maxon
 Cheat-the-Devil Mr. Alfred Wild
 Nicholas Mr. Dennis Drew
 Jacobus Mr. Alfred Brydome

The Piper (continued).

- Kurt Mr. J. Moffat Johnston
 Peter Mr. W. W. Caithness
 Hans Mr. Harry Caine
 Axel Mr. G. F. Hannam Clarke
 Martin Mr. John Howell
 Peter Mr. Nigel Barry
 Anselm Mr. Murray Carrington
 Old Claus Mr. J. P. Wilson
 Town Crier Mr. Frank Growcott
 Jan Miss Hetty Kenyon
 Hansel Miss Kathleen Yorke
 Ilse Miss Beatrice Pither
 Trude Miss Joan Hastings
 Rudi Master Aubrey Summerheys
 Veronika Miss Marion Terry
 Barbara Miss Violet Farebrother
 Wife of Hans Miss Marion Foreman
 Wife of Axel Miss Winifred Durie
 Wife of Martin Miss C. MacDowell
 Old Ursula Miss Elinor Aickin
 —Memorial, Stratford-on-Avon.
30. *Why Women Weep*, drama, in five acts, by John Barrett.
 Old John Gray .. Mr. Harry Cullenford
 Dr. Clinton Mr. E. H. Brooks
 Guy Royston Mr. H. De Ville
 Frank Foster Mr. J. H. Lowe
 Toby Tossport Mr. F. Carroll
 Parson Mr. J. Barrett
 Warder Mr. R. F. Sager
 Bessie Gray Miss Esmal Ellys
 May Clinton Miss V. Prescott
 Mary Gray Miss M. Mackney
 Maria Ann Miss Lena Valli
 —Public Hall, Haslingden.
30. *Atonement*, play, in three acts, by W. V. Garrod—Alexandra, Birmingham. (Regular production, August 18, Empire, Fleetwood).
31. *Margaret Catchpole*, costume drama, in twelve scenes, written by Walter Frittb (London production, October 19, Grand, Croydon).
 John Luff Mr. Laurence Irving
 William L. ud Mr. Frank Esmond
 Jim Cook Mr. A. Field Fisher
 Jack Barry Mr. Rupert Harvey
 Edward Barry Mr. Henry Elmore
 Lieut. Blount Mr. Cyril Cattley
 Ripshaw Mr. J. Arnold
 Chief Baron Macdonald. Mr. James Skea
 Mr. Wake Mr. William Barnet
 Dr. Stebbing Mr. Charles Seymour
 Will Rickes Mr. James Woodhouse
 Philip Mr. William Fane
 Capt. McCutcheon Mr. J. F. Carter
 Gaffer Wilkins Mr. Charles Roberts
 Woolly Jim Mr. Albert Dodd
 Landlord Mr. P. Simmonds
 Mrs. Clayton Miss Beatrice Swanton
 Kate Miss Enid Stoller
 Sarah Barker Miss Alice Inman
 Mrs. Palmer .. Miss Katherine Herbert
 Polly Miss Vera Wallace
 Susan Miss Lola Norman
 Granny Russell Miss Nora Carter
 Margaret Catchpole. Miss Mabel Hackney
 —Prince of Wales's, Birmingham.

AUGUST.

1. *A Woman of Two Lives*, mystical melodrama, in four acts, by Charles Darrell. (Originally produced, July 18, at the Junction, Manchester.)
 Capt. Travers West. Mr. Herbert Pearson
 Garda Khan Mr. James Jarrett
 Lieut. Tremaine Mr. Jack Armitage
 James Harper Mr. T. Graham Smith
 Dick Smarter Mr. E. Hall Eldon
 Archibald Briggs Mr. Tom Slater
 Colonel Fenton Mr. Arthur Swaine
 Kulata Ra Mr. Leonard Conce,

A Woman of Two Lives (continued).

- Jhuldoe Miss Louie Underwood
 An Orderly Mr. J. L. Leslie
 P.C. Andrews Mr. Francis Cavins
 Drampardi Lares Miss Mary Brammer
 Lottie London. Miss Dorothy Hildebrand
 Lady Mounthpayton..... Miss L. Gilmore
 Angela Fenton Miss Hilda Beverley
 Ogarita Miss Hilda Beverley
 —Royal, Stratford.
1. *A Criminal's Bride*, sporting drama, in four acts, by Edward Marrls. (Originally produced, July 25, at the Grand, Brighton.)
 Sir Harry Felstead. Mr. Frank Robertson
 David Loseby Mr. Grayson Bancroft
 Austin Deepdale Mr. Annesley Hely
 Archie Ravenscourt. Mr. Harry T. Butler
 Giuseppe Canova .. Mr. Herbert Belmore
 P.C. Dumbleby..... Mr. George Brentwood
 Grant Mr. Harvey Welton
 Mitchell Mr. J. Templar Ellis
 Inspector Sharples Mr. J. G. Maine
 P.C. Barraby Mr. Eric Wilson
 Rev. Chandos Goode Mr. Alfred Ames
 Billy Tippit Mr. Teddy Leonard
 Jenny Jenkins Miss Mollie Hackett
 Bellamy Miss Lillah Peltz
 Kitty Felstead Miss Maud Tremaine
 Tessa Giabella Miss Ella Willmer
 Lavender Loseby Miss Ethel Ward
 —Pavilion
1. *Lovely Woman*, farce, in three acts, by Paul Rubens and Harold Whitaker.
 Mr. Jesse Twicke Mr. C. Leveson Lane
 Mr. Borrodaile-Smith
 Mr. Harold Wachter
 Mr. Cuthbert Snode ... Mr. Bell Roper
 Mr. Frank Bailey. Mr. Cecil W. Mercer
 Mr. Binns Mr. Harold Whitaker
 Mr. Spindell .. Mr. Gerald Cornock-Taylor
 Edward Twicke Master Eric Rae
 Poulter Mr. Hugh Brodie
 Miss Emily Loring .. Miss Lena Halliday
 Miss Garth Lady Susan Fitzclareance
 Mrs. Binns Mrs. Harold Whitaker
 Mrs. Spindell Miss Sylvia Campbell
 Miss Dolly Gamble Mrs. Fraser
 Kate Miss Lloyd
 Lizzie Mrs. Charles Crutchley
 A Female Pioneer ... Miss Florence Gore
 Hannah Miss Winifred Rae
 —Royal, Canterbury.
1. *His Indian Wife*, romantic Red Indian play, in four acts, by Emma Litchfield.
 Hubert Ainsworth ... Mr. Arthur Hinton
 Wolfsfang Mr. Graham Winsford
 Lonely Star Mr. Travis Green
 White Eagle Mr. Gerald Byrne
 Sir W. Kingsley. Mr. G. Moreton Williams
 Billy Twigg Mr. Tod Squires
 Little Lennie Master Max Gumpert
 Dakota Mr. Harry Sidney
 Lynx Mr. Davine Allen
 Servant Mr. Arden Barne
 Lagune Miss Maud Evans
 Jeannette Miss Nellie Richmond
 Black Duck Miss Laura Wright
 Lady G. Kingsley. Miss Emma Litchfield
 Wild Rose Miss Lella Zillwood
 —Elephant and Castle
1. *Married to the Wrong Woman*, drama, in ten scenes, by Nita Rae.
 Harold Montfort Mr. Charles Kean
 Stephen Ormroyd Mr. Leslie Vynar
 Dr. Chard Mr. James Somerville
 Charlie Armstrong Mr. Ted Mooney
 Bob Sparks Little Bella Reid
 James Smith Mr. Alexander Brown
 John Patch Mr. Chas. McGregor Gow
 Tom Blow Mr. Bernard Morris
 Arabella Ormroyd .. Miss Kitty Thomas
 Mrs. Poppermare Miss Lizzie Taylor
 Letty Armstrong Miss Clarie Jenner
 Margaret Montfort .. Dora Hammersley
 —Gaiety, Dundee.

1. *Nick Carter, Detective*, play, in four acts, by Arthur Shirley and Ben Landeck.
 Nick Carter Mr. J. Forbes Knowles
 Eustace Lee Mr. Raymond Thomas
 Dave Crowley Mr. William Burgess
 Bill Colson Mr. Richard Nugent
 Rathburne Mr. L. C. Utley
 Bud Mason Mr. Fred Wood
 Inspector Lilson Mr. J. Turnbull
 Horatio Timmins .. Mr. Harry C. Momber
 George Slade Mr. Will Elythorne
 Mr. Kentz Mr. J. H. Royce
 Robert Fisher Mr. A. Sinclair
 Matilda Timmins Miss Nellie Fern
 Bessie Timmins ... Miss Nancy Lawrence
 Stephanie Miss Nellie Shirley
 Nancy Miss Nellie Waddington
 Wardress Miss Eva Kenyon
 Cyril Carter Little Hilda Vokes
 Madeline Carter .. Miss Helina Walbran
 —Royal, Woolwich.
- 1.**Caste*, comedy, in three acts, by T. W. Robertson. (Originally produced at Prince of Wales's, April 6, 1867.)—Coronet.
- 3.†*Squibs*, play, in one act, by Clifford Seyler.
 Paul Marchant ... Mr. H. Gordon Sherry
 Ivy Marchant .. Miss Heather Featherstone
 Mrs. Winthrop Miss Lucie Donati
 Bates Miss Christine Rohner
 Squibs Miss Katie May
 —Royal, Brighton.
- 3.†*The Will and the Way*, farcical comedy, in three acts, by Clifford Seyler.
 Arch. Pennyfeather .. Mr. Clifford Seyler
 Benj. Pennyfeather .. Mr. H. Gordon Sherry
 Sir John Brackleigh .. Mr. Albert Hazen
 Peter Podmore Mr. William Allison
 Septimus Mildmay-Teap ... Mr. J. Flint
 Wilson Mr. Eugene Fisher
 Brixham Mr. H. Delman
 Lady Brackleigh .. Miss Christine Rohner
 Sybil Brackleigh Miss Katie May
 Bella Dale Miss Lucie Donati
 Matilda Mildmay-Teap
 Miss H. Featherstone
 —Royal, Brighton.
8. *The King of Diamonds*, American drama.
 Sir Philip Garth .. Mr. Harry Aynsleigh
 Richard Fenton Mr. George Keene
 Hon. Herbert Selby .. Mr. Walter Warren
 Sir Richard Steel ... Mr. Aubrey Norton
 Silas Craddock Mr. Ralph Maynard
 Sir C. Lockwood Mr. Wilson Lowther
 Counsel for Prosecution .. Mr. Laurie Atkin
 Judge Mr. Dennis Brook
 Reginald Adolphus Garth .. Mr. Bert Sharp
 Chief Inspector Jones .. Mr. Dan Walters
 Warder Mr. Herbert Martyn
 Foreman of the Jury .. Mr. Paul Derton
 Usher Mr. Wyatt Charles
 Esther Craddock ... Miss Jeane Morrison
 Sophonisba Garth ... Miss Katie Lawrence
 Muriel Lockwood Miss Peggy Ross
 Olive Vandell Miss Camille Treherne
 —Carlton, Saltley.
8. *The Sowers*, dramatisation, in a prologue and three acts, of H. Seton Merriman's novel, by David Kimball and Montague S. Woolf.
 Herr Karl Steinmetz .. Mr. Clifton Alderson
 Prince Alexis Mr. J. Edgar Stevenson
 Baron de Chauville ... Mr. Chas. Esdale
 Vassili Mr. Hastings Batson
 Mrs. Bamborough .. Miss Kathleen Russell
 Catriza Lanovitch ... Miss Jessie Lothian
 Countess Lanovitch .. Miss Francis Davie
 Maggie Delafield ... Miss Maxine Hinton
 Rurik Tula Mr. F. Caffrey
 Marya Nikolaevna ... Miss Emily Brown
 Feodor Laski Mr. H. K. Ayliff
 Elisabeth Petrovna .. Miss Laurie O'Neill

The Sowers (continued).

- Aleksandr Aleksandrovitch
 Mr. Oswald Tilson
- Ivan Ivanovitch Mr. Ernest Marini
 Boris Mr. Ernest Ryht
 Count Stepan Lanovitch .. Mr. H. K. Ayliff
 Maid Miss D. Duncan
 Peasants, Exiles, Misses A. Broadwood,
 G. Dunford, G. Gidney, J. Williams,
 Messrs. E. Marini, J. Smith, F. Henessy.
 —King's, Hammersmith.
- 10.**Ours*, comedy, in three acts, by T. W. Robertson. (Originally produced P.O.W., Liverpool, August 23, 1866; Prince of Wales's, September 15, 1866.)—Coronet.
13. *A Lesson in Rinking*, one-act farcical comedy, by Lewis Dalrymple.—Public Hall, Birchington.
- 15.†*The King's Romance*, military play, in four acts, by E. Vivian Edmonds. (Originally produced March 23, P.O.W., Salford.)
 Prince Andreas (afterwards King of Venantia)..... Mr. E. Vivian Edmonds
 Baron Cavonia..... Mr. Arthur Estcourt
 Count Bavantia Mr. William Manning
 Colonel Ventigue..... Mr. Charles Wharton
 Captain Berg..... Mr. Cecil Calmere
 Alderman Stene..... Mr. Thomas V. King
 Bartoy..... Mr. Ernest C. Edwards
 Gerantegne..... Mr. Frank Eastly
 Vera Navaire..... Miss Haidée Gunn
 Paul Navaire..... Mr. William H. Dewhurst
 The Curé..... Mr. Leslie Lingham
 Michel Vacurat..... Mr. John Dunbar
 Lizette..... Miss Ethel Vinroy
 Madame Pomeroy..... Miss Bella Pomeroy
 Jean Pomeroy..... Mr. George Toff
 Fragot..... Mr. Arthur A. Valentine
 —King's, Hammersmith.
- 15.†*His Real Wife*, drama, in four acts, by Charles A. Clarke. (Originally produced (S.P.) Lyric, Hammersmith, September 16, 1909; Court, Warrington, December 27, 1909.)
 Herbert Barton..... Mr. Clifford Rean
 General Barton..... Mr. Frank Lyndon
 Randal Meredith..... Mr. Herbert Vere
 Martin Avondale..... Mr. Albert Sember
 Colombe..... Mr. Charles Yorke
 Alf Snickers..... Mr. Harwood Roberts
 Simon Bletherley..... Mr. T. Edward Ward
 Mr. Hackett, K.C. Mr. Jno. Waddington
 Inspector Marston..... Mr. Eric Yandall
 Clerk of the Court..... Mr. A. Austin
 Usher of the Court..... Mr. Eric Rogers
 Mrs. Creele..... Miss Grace Rosemond
 Betty Tuttlebee..... Miss Clarrie Yandall
 Lady Sybil Welton .. Miss Gabrielle Romero
 Rose Avondale..... Miss Ward
 —Lyric, Hammersmith.
15. *The Bishop's Son*, a new version of "The Deemster," in four acts, by Hall Caine. (London production, September 28, Garrick).
 Gilchrist Mylrea..... Mr. W. F. Grant
 Daniel Mylrea..... Mr. Derwent Hall Caine
 Thorkell Mylrea..... Mr. Julian Cross
 Ewan Mylrea..... Mr. Matthew Boulton
 Davy Fayle..... Mr. George Mudie, jun.
 Hommy-Beg..... Mr. E. W. Thomas
 Father Dalby..... Mr. Herbert Winton
 Quayle..... Mr. A. W. Munro
 Billy Quilleagh..... Mr. W. Nixon
 Phil Mr. Fred Blackwell
 First Officer..... Mr. George Lacey
 Second Officer..... Mr. P. W. Stevens
 Kerry..... Miss Agnes Knights
 'Liza..... Miss Dorothy Radcliff
 Mally Crennel..... Miss Lillian Wilson
 Mona Mylrea..... Miss Verita Vivien
 —Grand, Doug

16. *The Unwritten Law*, four-act play, dramatised by Laurence Irving from "Crime and Punishment," by Dostoevski. (London production, Royal, Croydon, October 17; Garrick, November 14.)
 Kashkin.....Mr. Frank Esmond
 Zosimoff.....Mr. W. Fane
 Nastasia.....Miss Katherine Herbert
 Rodion Raskolnikoff.....Mr. Laurence Irving
 Sonia Martinova.....Miss Mabel Hackney
 Gromoff.....Mr. Edward Chester
 Doonia.....Miss Margaret Omar
 Pulcheria.....Miss Alice Inman
 Katya.....Miss Mabel Nelson
 Ivan.....Mr. W. Barnett
 Keller.....Mr. Cyril Cattle
 Koltzoff.....Mr. Charles Seymour
 Dmitri.....Mr. Rupert Harvey
 Mikolka.....Mr. A. Field Fisher
 Bezak.....Mr. James Skea
 Boolitch.....Mr. C. Roberts
 Zorn.....Mr. A. Dodd
 Platoff.....Mr. P. Simmonds
 Levitzki.....Mr. J. Woodhouse
 Goozhitz.....Mr. Clive Terrance
 Zimmerman.....Miss Beatrice Swanton
 Doordina.....Miss Norman
 Olkina.....Miss Siggers
 Karpova.....Miss Yearsley
 Lobko.....Mr. I. Jones
 Policeman.....Mr. J. Arnold
 Solski.....Mr. Henry Elmore
 Marshenka.....Miss Ellen Ketley
 —Gaiety, Manchester.
18. *Atonement*, play, in three acts, by W. V. Garrod. (S.P., July 30, Alexandra, Birmingham.)
 Henry Smith.....Mr. Edward Ashton
 Arthur Smith.....Mr. Ernest Vaughan
 Anthony Denlock.....Mr. W. V. Garrod
 Frank Morath.....Mr. Carthage Caldcleugh
 Montague Turton.....Mr. Owen Remonde
 Henry Watson.....Mr. Roland A. Bridge
 M. Adolphe-de-Brisson.....Mr. W. Vincent
 Millicent Turtin.....Miss Madge Douglas
 Mrs. Bardsley.....Miss Amy Shaw
 Mona Denlock.....Miss Bertha Kingston
 —Empire, Fleetwood.
22. *How Cottle Fell from Grace*, comedy, in one act, by G. J. Hamlen.
 Amos Cottle.....Mr. Arnold Reynor
 Mrs. Cottle.....Miss Lola Duncan
 Mrs. Fullalove.....Miss Winifred Gunn
 Dr. Pringle.....Mr. Walter Roy
 —Royalty, Glasgow.
22. *A Bedouin Beauty*, romantic light opera, in two acts, by Talbot Hughes, composed by Frederick Rosse and Raymond King. (London production, O.H., Woolwich, August 29, under which date see cast.)—Devonshire Park, Eastbourne.
22. *From Mill Girl to Millionaire*, drama, in four acts, by Mrs. Morton Powell.
 Lina Lee.....Miss Isla Garnet Vayne
 Liz Lee.....Miss Alice N. Livesey
 Muriel Lee.....Mrs. Sidney Halling
 Muriel Marsh.....Miss Yhda Moores
 Tilly Tyndesley.....Miss Lizzie Lennon
 Our Mary Ellen.....Miss Bertie Moody
 Dr. Lace Levalle.....Mr. Charles Vivian
 Laurence Lungdale.....Mr. Douglas Murray
 Mathew Marsh.....Mr. J. A. Hybert
 Sam Swaddle.....Mr. Richard Webb
 Tommy Turnbull.....Mr. Victor G. Vayne
 Dr. Druce Cloud.....Mr. Gilbert Hall
 Gabriel Grunt.....Mr. E. R. Shrewd
 Dick Dale.....Mr. Albert Sangar
 Telegraph Boy.....Master G. Blaze
 P.C. Floode.....Mr. Philip Clay
 Betty Bobbin.....Miss Annie May
 Sally Spindle.....Miss Lucy Lauder
 Wardress Crooke.....Miss Marion Mason
 —Pavilion.
22. *The Rejuvenation of Aunt Mary*, play, in three acts, by Anne Warner. Last performance (the 56th), October 8.
 John Watkins, jun.....Mr. Jack Storey
 Mitchell.....Mr. Paul Decker
 Robert Burnett.....Mr. Arthur Deering
 Clover.....Mr. John McMahon
 Joshua.....Mr. C. G. Wynne
 James.....Mr. George F. Hall
 Mr. Stebbins.....Mr. Lester Wallace
 Messenger Boy.....Mr. Harry Jones
 Betty Burnett.....Miss Faye Cusick
 Lucinda.....Miss Nina Saville
 Girl from Kalamazoo.....Miss Lillian Westner
 Mrs. Daisy Mullins.....Miss Lotta Blake
 Betty's Maid.....Miss Rose Fantusz
 Ruth.....Miss By Herself
 Aunt Mary Watkins.....Miss May Robson
 —Terry's.
22. *The Apple of Eden*, romantic play, in four acts, by G. Carlton Wallace.
 King Ferdinand.....Mr. Stephen E. Scanlan
 Prince Nicola.....Mr. T. Renaud Lockwood
 Julian Hanbury.....Mr. Lauderdale Maitland
 Robert Bertram.....Mr. Bertie White
 General Pavlos.....Mr. John F. Traynor
 Colonel Ferat.....Mr. Henry Chalmers
 Vassill.....Mr. C. W. Grahame
 Zlatan.....Mr. Charles Parker
 Stefan.....Mr. Francis James
 A Sentry.....Mr. P. G. Marler
 Queen Margaret.....Miss Janet Alexander
 Lady Hanbury.....Miss M. Hayden
 Winifred Cresson.....Miss Tessa Myers
 Anna.....Miss Mysie Monte
 —Elephant and Castle.
22. *Barbarezza*, play, in prologue and three acts, by J. Hartley Manners—Playhouse.
22. *The Crisis*, play, in four acts, being an adaptation by Rudolf Besier of *La Rencontre*, by Pierre Berton. (London production, New, August 31, under which date see cast.)—Pier Pavilion, Hastings.
23. *David Garrick*, comedy, in three acts, adapted from the French of Sullivan by T. W. Robertson. (Originally produced at the Haymarket, April 30, 1864.)—Coronet.
27. *The Price of Freedom*, play, in four acts, by Dean Ballyn (W. E. Trotter Stead)—His Majesty's, Dundee.
27. *The Eternal Question*, play, in four acts, by Hall Caine. Last performance (the 32nd), September 24.
 Baron Bonelli.....Mr. Guy Standing
 David Rossi.....Mr. Vernon Steel
 Pope Pius XI.....Mr. Halliwell Hobbes
 Bruno Rocco.....Mr. Oscar Adye
 Commendatore Angelelli.....Mr. Ed. Sorley
 General Morra.....Mr. Ridgwell Cullum
 Major Doria.....Mr. Walter Ringham
 Colonel Cavalli.....Mr. Edward Durrant
 Charles Minghelli.....Mr. Wilfred E. Payne
 Felice.....Mr. George Rowlands
 Father Piferi.....Mr. Orlando Barnett
 Maestro de Camera.....Mr. Richard Neville
 Joseph.....Miss Anna Cuka
 Secretary of the Court.....Mr. B. A. Leslie
 Donna Roma Volonna
 Miss Minnie Tiftell-Brune
 Elena.....Miss Marie Housley
 Nattalina.....Miss Rita Carr
 —Garrick.
29. *The Queen of Sheba*, opera, in four acts, by Carl Goldmark. (Produced by the Carl Rosa Opera Company.)
 King Solomon.....Mr. Arthur Winckworth
 Assad.....Mr. Walter Wheatley
 High Priest.....Mr. Alexander Richard
 Baal-Haman.....Mr. George M. Reid
 Sulamith.....Miss Beatrice Miranda
 Astaroth.....Miss Annie Van Dyck
 The Queen of Sheba.....Miss Doris Woodall
 —Kennington.

29.1.4 *Bedouin Beauty*, romantic light opera, in two acts, by Talbot Hughes, composed by Frederick Rosse and Raymond King. (Originally produced at D.P., Eastbourne, August 22.)

Sidi ben Hamid Mr. Murray King
Laila Miss Flora Macdonald
Abdullah Mr. Walter Brodie
Comte de Lys Mr. Tom Macfarlane
Raoul de St. Juste Mr. Claude Hogg
Comtesse de Lys Miss Dulcie Garland
Denise Miss Dora Lane
Henri de L'Orme. Mr. F. Maxwell Stewart
Jacques Beaugarde .. Mr. Chas. Cautley
Pierre Picquart Mr. E. Delfosse
Valérie Miss Raynor Golden
Sidi ben Achinet Mr. Ardene Linden
Hassan Mr. Josef Klaus
Marabout Mr. Harry Hardy
Fatma Miss Maie Heey
Naila Miss Nita Alexander
Alsha Miss Marjorie Maxwell
—Opera House, Woolwich.

29. A *Woman and Two Men*, drama, in four acts, by Patrick Barnard and John Buckley.

Jack Maxwell Mr. Harold B. Lewis
Philip Collister Mr. Stephen Langton
Guy Maynard Mr. J. H. Vyvyan
Jim Briton Mr. Fred Cherry
Saunders Mr. James Fox
Postman Mr. John Kiverton
Detective Dobson .. Mr. Bernard Shannon
Sybil Maynard Miss Maud Kirwain
Elsie Warner Miss Phyllis Spalding
Vivienne Verney Miss Grace Jones
Madeleine Morden.. Miss Geraldine Montrose
—Royal, Woolwich.

29. *Effie*, one-act play, by Basil Dean.

Geraldine Marsden .. Miss Isabel Roland
Effie Marsden .. Miss Hilda Bruce Potter
Mrs. Marsden Miss Muriel Pratt
A Servant Miss Mary Oliver
Kenneth Vye Mr. Esmé Percy
—Gaiety, Manchester.

29. *Bardelys the Magnificent*, romantic play, by Henry Hamilton and Rafael Sabatini.

Louis XIII. Mr. Herbert Jarman
Marcel de St. Pol Mr. Lewis Waller
Comte de Castelroux .. Mr. Wm. Haviland
Regnier de Suffren Mr. Frank Woolfe
Eugene de la Fosse .. Mr. Dion Titheradge
Leon de Mironnac Mr. Leslie Rea
Captain Cazalet Mr. Lewis Broughton
De Mortemar Mr. Jack Napper
De Calonne Mr. Caton Woidville
Vicomte de Lavedan .. Mr. Frank Woolfe
Rene de Lesperon Mr. Cronin Wilson
Chevalier de St. Armand .. Mr. R. Dane
Hector de Marsac Mr. Cronin Wilson
Baron de Penthieve .. Mr. Fredk. Morena
Captain de Crosne Mr. Nicholas Joy
Pierre Rodenard .. Mr. Alec F. Thompson
St. Yves Mr. Frederick Morena
Anafole Mr. Ernest Baxendell
Vicomtesse de Lavedan Mrs. Tapping
Roxalanne de Lavedan.. Madge Titheradge
André de Marsac Miss Dorothy Dix
Paquette Miss Gabrielle de Wilden
—Royal, Birmingham.

30. The Follies commenced a season at the Apollo, their programme including A Potted Pageant and a burlesque of a voice trial.

31.1.3 *The Crisis*, play. In three acts, adapted from Pierre Berton's *La Rencontre*, by Rudolf Besier. (Originally produced Pier Pavilion, Hastings, August 22.)

The Crisis (continued).

Camille de Lanzay .. Miss Evelyn Millard
Renée Serval Miss Sarah Brooke
Maid Miss E. Martheze
Canuche Mr. Lennox Pawle
Raymond de Brévannes.. Mr. A. Stewart
Armand Vivien Mr. Douglas Imbert
Adrien Serval .. Mr. Norman McKinnel
—New.

31.1. Why Did She Run Away? domestic drama, in four acts, by Mrs. F. G. Kimberley.

Norman Helmsley .. Mr. Clavering Craig
Cecil Whiteley .. Mr. Arthur St. John
Wille Weary Lightning.. Mr. H. Lyndon
John Helmsley Mr. Roy Craig
Sam Fletcher Mr. Chas. Whitlock
Tommy No-Name .. Mr. Sidney Clarence
Hon. Percy Choldenly.. Mr. Frank Foxwell
P.C. Jones Mr. Fred Wenburn
Jane Ellison Miss Florrie Johnson
Vera Maxwell Miss L. Addison
Sybil Vanbrough Miss Iza Lyndon
Sally Tomkins Miss Edie Macklin
—Queen's, Longton.

SEPTEMBER

1.* *King Henry VIII.*, Shakespeare's historical play, in three acts and ten scenes.

King Henry VIII. .. Mr. Arthur Bouchier
Cardinal Wolsey Sir Herbert Tree
Cardinal Campeius .. Mr. S. A. Cookson
Cranmer Mr. Charles Fuller
Duke of Norfolk Mr. A. E. George
Duke of Buckingham .. Mr. Henry Ainley
Duke of Suffolk Mr. Edward O'Neill
Earl of Surrey Mr. Gerzid Lawrence
Lord Chamberlain .. Mr. Edward Sass
Gardiner Mr. William Burchill
Lord Abergavenny.. Mr. Clarence Derwent
Lord Sands Mr. W. R. Creighton
Sir Henry Guildford.. Mr. Edmund Gurney
Sir Thomas Lovell .. Mr. Henry C. Hewitt
Sir Nicholas Vaux Mr. Charles James
Thomas Cromwell Mr. Reginald Owen
Griffith Mr. Henry Morrell
1st Gentleman Mr. Cyril Sworder
2nd Gentleman Mr. Charles Howard
Garter King Mr. Clifford Heatherley
Surveyor Mr. Acton Bond
Sergeant-at-Arms .. Mr. Arthur Gaskill
Servant Mr. W. B. Abingdon
A Crier Mr. Edmund Golding
A Scribe Mr. Francis Chamley
Jester Mr. Ross Shore
Queen Katharine .. Miss Violet Vanbrugh
Anne Bullen Miss Laura Cowie
An Old Lady Mrs. Charles Calvert
Patience Miss Lila Barclay
—His Majesty's.

1. Opening of Italian Grand Opera season by Signor Clemente de Macchi with a performance of *Il Barbiere di Siviglia*—Kingsway.

2. *La Forza del Destino* (*The Power of Destiny*), Verdi's opera, in four acts.

Don Alvaro Mr. Walter Wheatley
Don Carlos de Vargas.. Mr. Hebdon Foster
Marquis di Calatrava.. Mr. Alex. Richard
Friar Melitone .. Mr. Frederick Clendon
Father Guardiano .. Mr. A. Winckworth
Preziosilla Miss Annie Van Dyck
Trabuco Mr. William O'Connor
The Alcade Mr. George M. Reid
A Surgeon
Curra Miss Douglas Wilson
Leonora di Vargas Miss Ina Hill
—Kennington.

3. *Nobody's Daughter*, play, in four acts, by "George Paston."
Mr. Frampton .. Mr. Gerald du Maurier
Mrs. Frampton .. Miss Lillian Braithwaite
Col. Torrens Mr. Sydney Valentine
Mrs. Torrens Miss Henrietta Watson
Tony Mr. Ronald Squire
Honora May Miss Rosalie Toller
Christine Grant Miss Mary Rorke
Teresa Holroyd Miss Dorothy Ball
Sir Jasper Marchmont
Mr. Leon Quartermaine
Will Lennard Mr. H. Marsh Allen
Maid Miss Mary Leslie
—Wyndham's.
3. *Happy-Go-Lucky O'Lyn*, romantic three-act Irish comedy drama, by Brian Daly.
Bryan O'Lyn Mr. John Child
Donald Dunn Mr. Walter B. Nugent
Isaac Murch Mr. J. G. McMahon
Frank Fentiman Mr. Reginald Adair
Dennis O'Lyn Mr. S. Lanedale
Shaun Dermot Mr. F. B. Walters
Amos Pringle Mr. Brian Daly
Michael Mulcahy Mr. Fred Williams
Jemima Miss Hettie Graham
Aunt Charlotte .. Mme. Marie Alexander
Mollie Murch Miss Josephine Ellis
Kathleen O'Lyn Miss Anna Hieckisch
—Court, Warrington.
5. *The Queen of the Fair*, comic opera, in two acts, libretto and lyrics by R. C. Tharp, music by Basil Horsfall. (Originally produced as a music hall sketch.)
'Enery Mr. Arthur Reynolds
Burgomaster of Rumpeldorf
Mr. George Carroll
Pierre Mr. Claude Casey
Herr Funt Mr. James Bois
Karl Mr. Albert Chapman
Freda Miss Audrey Esmonde
Rosalie Miss Carlotta Silvano
Ermytrude Higgins Miss Janet Reeve
Jemima Jellicoe Miss Kate Neve
Queen of the Dance Miss Rosa Male
Elsa Senora Mercedes Dalmada
—Empire, Swindon.
5. *Capt'n Jack*, play, in four acts, by "F. Ciel."
Captain Wetherley .. Mr. Ernest Owtrim
Andrew Lee Mr. Herbert Bentone
Anthony Cliversedge Mr. H. Ryeland Leigh
Barry Trent Mr. F. C. Leighton
Billy Bowster Mr. Harry Creamer
Joseph Gympsey Mr. Owen Edwin
Ned Dedrull Mr. Walter Kenion
Ben Billet Mr. T. Otterspool
Jan Schafskopf Mr. Ray Costello
Dan Shivertimbers Mr. Eric Booth
Dick Marlinspike Mr. Anthony James
Ginge Miss Ada Arnott
Winnie Trent Miss Betty Manners
Mary Miss Nina Blake-Adams
—Opera House, Woolwich.
5. *The Woman of To-day*, play, in three acts, by Samuel Shipman.
John Roxby Mr. Fred Stevens
Doris Roxby Miss Fanny Carter
Edith Roxby Miss Millie Arthur
Mr. Hazen Mr. Jack Stephens
Nance Hazen Miss Pansy Harris
Edward Fillmore Mr. Gerald Nathan
Mr. Forbes Mr. Frank Valentine
Jane Barton Miss Eleanor Beale
Mr. Louis Mr. Louis Brown
David Aiken Mr. Mark Burnett
Mr. Holbrook Mr. Arthur Phillips
Bill Goff Mr. Bernard Shephard
Mr. Wells Mr. George Ross
Mr. Lawson Mr. Herbert George
A Buyer Mr. Arnold Hosking
Maid Miss Laura Scott
—Court.
5. *The Chain*, play, in one act, by Mrs. Herbert D. Cohen. (London production, October 7, Marlborough.)—New, Cardiff.
6. *A Bolt from the Blue*, play, in three acts, adapted by Cosmo Hamilton from *Le Costaud des Epinettes* of Tristan Bernard and Alfred Athis. Last performance (the 18th), September 23.
Claude Brévin Mr. Arthur Wontner
Doizeau Mr. Dennis Eadie
Valtier Mr. Leslie Faber
Gabriel Mr. A. Holmes-Gore
Gomez Mr. Herbert Ross
Père Tabac Mr. Edmund Gwenn
Chémard Mr. Harold Chapin
Le Baron de Rouget .. Mr. A. G. Onslow
Chagnard Mr. Herbert Buston
Sauvalin Mr. Hubert Harben
Boissonet Mr. J. H. Brewer
Doullens Mr. Walter Kingsford
La Tanche Mr. A. Scott-Craven
Le Nantais Mr. Ernest Young
Ferdinand Mr. Harold West
Julian Mr. Arthur Eldred
Achille Mr. Charles Vernon
Le Concierge Mr. Dreilincourt Odium
Manager of the Hotel .. Mr. P. L. Julian
Arséno Mr. Richard Haigh
Adèle Miss Lydia Bilbrooke
Agathe Miss Frances Dillon
Eugénie Miss Agnes Miller
Clorinde Miss Lily McIntyre
Mme. Sauvalin Miss Minnie Griffin
Ginette Miss Evangeline Hilliard
Valentine Gay Miss Ann Cleaver
Julia Varin Miss Sheila Heseltine
Jeanne Dargens Miss Theodora Gerard
Irma Lurette Miss Irene Vanbrugh
—Duke of York's.
7. *Sister Anne*, play, in four acts, by Mme. Albanesi, adapted from her novel of the same name.
David Barostan Mr. Norman Trevor
Basil Barostan Mr. Frederic Sargent
Mark Wallingford .. Mr. C. Aubrey Smith
Parsons Mr. Henry Kitts
Farn Lad Mr. Arthur Cleave
Miss Rainham Miss Rosina Fiuppi
Pamela Brookdale Miss Ruth Bower
Muriel Peyton Miss Viva Birkett
Grace Peyton Miss Winifred Beech
Speed Miss Marion Ashworth
Mrs. Garstan Miss Amy Ravenscroft
Anna Brookdale Miss Marion Terry
—Coronet.
10. *The Chocolate Soldier*, comic opera, in three acts, written by Bernau and Jacobson, English version by Stanislaus Stange, music by Oscar Straus.
Nadina Miss Constance Drever
Aurelia Miss Amy Augarde
Mascha Miss Elsie Spain
Bumerli Mr. C. H. Workman
Massakroff Mr. Lemprière Pringle
Stephan Mr. Murri Moncrieff
Mernosk Miss Isobel Lidster
Jecko Mr. A. Harding
Laska Miss Morrison
Marinska Miss May Clarke
Poski Mr. Harold Dennie
Memnitz Mr. W. G. Ketram
Katinka Miss M. Burnege
Alexis Sparidoff .. Mr. Roland Cunningham
Casimir Popoff Mr. Tom A. Shale
—Lyric.
10. *His Living Image*, Dutch play, in one act, with music by Stanley Cooke (music by Arthur Wood). (Originally produced November 9, 1908, D.P., Eastbourne; November 23, 1908, Coronet.)
The Figure and Jan .. Mr. Wyn Weaver
Jake Mr. Chris Walker
Gretchen Miss Amy Francis
—Strand.

- 10* *The Man from Mexico*, farce, in three acts, by H. A. du Souchet. (Originally produced, in England, D.P., Eastbourne, November 9, 1908; Coronet, November 23, 1908.)
 Benjamin Fitzhugh ... Mr. Stanley Cooke
 Roderick Majors ... Mr. George Giddens
 Timothy Cook ... Mr. Cecil A. Collins
 Von Bülow Bismarck Schmidt
 Mr. Harry Parker
 William Loveall ... Mr. F. Kinsey Peile
 Edward Farrar ... Mr. King Fordham
 Richard Dornon ... Mr. Eric Leighton
 O'Mullins ... Mr. Eldrett Gulson
 Googan ... Mr. Arthur G. Leigh
 Louis ... Mr. Tom Tindall
 Clementina Fitzhugh ... Miss Ola Humphrey
 Sally Grace ... Miss Jean Harkness
 Nettie Majors ... Miss Faith Celli
 Mirandi ... Miss Gladys Harvey
 —Strand.
12. *Two Men and a Woman*, drama, in one act, by Hélène Gingold and Laurence Cowen.
 John Southey ... Mr. Frank Tennant
 Rev. Philip Pangbourne ... Mr. C. Fancourt
 Naomi Southey ... Miss Ruth Shepherd
 —County, Reading.
12. The Grotesques opened a season at the Savoy under the direction of Messrs. Chappell.
12. *Gentlemen of the Press*, three-act play, by H. M. Richardson.
 Harry Blake ... Mr. Milton Rosmer
 Mr. Vernal ... Mr. Edward Lander
 Mrs. Dale ... Miss Irene Rooke
 Laurence Dale ... Mr. Stanley Drewitt
 Mr. Maxom ... Mr. Henry Austin
 Mr. McAndrews ... Mr. Esme Percy
 Mr. Barlow ... Mr. Charles Bibby
 Tommy ... Mr. Leonard Chapman
 Mr. Bexley ... Mr. James V. Bryant
 Mr. Dilburne ... Mr. Frank Darch
 Mr. McPherson ... Mr. Francis Hope
 Mr. Bilson ... Mr. Stafford Dawson
 The Master Printer ... Mr. Herbert Lomas
 —Gaiety, Manchester.
14. *The Sins of London*, play, in four acts, by Walter Melville. Last performance (the 101st), December 10.
 Jack Pemberton ... Mr. Frederick Ross
 Samuel Owen ... Mr. Harry Cane
 Bobby Blake ... Mr. Herbert Williams
 Julian Crawford ... Mr. J. C. Aubrey
 Charles Crawford ... Mr. Eric Mayne
 Captain Digby ... Mr. S. Major Jones
 Joseph Manter ... Mr. Gerald Earle
 Arthur Buckley ... Mr. F. Martin Thornton
 Mrs. Eliza Parker ... Miss Polly Marsh
 Trixie Parker ... Miss Eva Dare
 Gertie Coleman ... Miss Auriol Lee
 Maudie Holton ... Miss Vasshi Wynne
 Van Linberg ... Mr. E. Vassall-Vaughan
 Tina May ... Miss Edith Blanchard
 Phyllis Travers ... Miss Dora Williams
 Rev. Henry Wilson ... Mr. F. Elsworth
 Inspector Maitland ... Mr. Gore Linton
 Bill Hooker ... Mr. Richard F. Symons
 Millie Anderson ... Miss A. Brandon Thomas
 —Lyceum.
14. *A Woman's Way*, play, in three acts, by Thompson Buchanan. Transferred to the Globe, November 5. Last performance (the 85th), November 26.
 Alan Waldron ... Mr. Charles Quartermaine
 Sir Harry Dundas ... Mr. Edmund Maurice
 Clive Hatton ... Mr. Charles Bryant
 Otho Dundas ... Mr. Eric Maturin
 Frederick Rowley ... Mr. Athol Stewart
 Ralph Blennerhasset ... Mr. Fredk. Lloyd
 Wilson ... Mr. Frederick Volpe
 Lady Dundas ... Miss Kate Sergeantson
- A Woman's Way (continued).*
 Hon. Mrs. Waldron ... Miss Helen Rous
 Nora Dundas ... Miss Nina Sevensen
 Margaret Rowley ... Miss Madge Murray
 Mrs. Verney ... Miss Marguerite Leslie
 A Maid ... Miss Evelyn Beaumont
 Effie Waldron ... Miss Alexandra Carlisle
 —Comedy.
15. *The Winking Princess*, musical comedy, in prologue and two acts, by Avery Hopwood.
 Judy Evans ... Miss Jane Browne
 Freddy Evans ... Mr. G. D. Hare
 Trixy Stole ... Miss Eleanor Beale
 Dicky Stole ... Mr. Jack Stevens
 John Mugg ... Mr. Gerald Nathan
 Dr. Kuno Lauberscheimer ... Mr. Reischer
 Rosa ... Miss Agatha Simpson
 Elsa ... Miss Pansy Harris
 Mrs. Gale ... Miss Adela Spon
 Judy's Partner ... Miss M. Henderson
 An American ... Mr. Alfred Hogg
 An Englishman ... Mr. Bertie Cooke
 A Waiter ... Mr. Ernest Holford
 —Court.
10. *Where Angels Fear to Tread*, melodrama, in four acts, by Charles Darrell. (London production October 10, Royal, Woolwich.)
 Hon. Maurice Masterman
 Mr. Fred W. Goddard
 Lord Fearless St. Didderington
 Mr. George Herbert
 Bert Tyler ... Mr. George Butler
 Jim Sadler ... Mr. Will White
 Herbert Sloggins ... Mr. Percy Shaw
 Det. Ins. Wigmore ... Mr. J. W. Hatfield
 Lady Austinleigh ... Miss Emma Rainbow
 Lady Carina Clelland ... Miss D. Lawrence
 Selina Sticcle ... Miss Olive
 Bedella Brixton ... Miss Mattie Everitt
 Nance ... Miss E. Bienheim
 Aerodyan Warkery ... Miss H. Carrington
 Araminta Parsons ... Mrs. Frank Bateman
 —Royal, Sheffield.
10. *The Pigeon House*, comedy with music, in three acts, written and composed by the Earl of Yarmouth, from a story by Mollie Elliot Seawell. (Originally produced June 27, New, Cardiff.)
 Paul Bouchard ... Mr. Ivan Berlyn
 Victor de Meneval ... "Mr. Eric Hope"
 Major Fallieres ... Mr. J. T. MacCallam
 Vicomte de Chantecler ... Mr. Haddon Cave
 Dr. Delcasse ... Mr. E. Herbert
 Pierre ... Mr. A. J. Nickolls
 Francois ... Mr. A. Walker
 Jacques ... Mr. Coram Smart
 First Gendarme ... Mr. Alfred Lee
 Second Gendarme ... Mr. Percy West
 Concierge ... Mr. T. Dillon
 Mme. Vernet ... Miss Jane Eyre
 Mlle. Bouchard ... Miss Amy Fanchette
 Aglala ... Miss Violet Dene
 Elise ... Miss Mary Gay
 Olga ... Miss Edith Grey
 Louise ... Miss Elsie Eyre
 Pepita ... Miss F. Garthorne
 Leontine de Meneval ... Miss Iris Hoye
 —Court.
19. *The Merry Territorial*, military comedy, in three acts.
 Augustus Gaybird ... Mr. Edward De Vere
 Bertie Brown ... Mr. Syd. Claydon
 Captain Carlton ... Mr. Aubrey Dennistown
 Serg.-Major Mustard ... Mr. W. S. Stevenson
 Corpl. Toby Jones ... Mr. Victor T. Raymond
 Tipps ... Mr. Harwood Cooper
 Mrs. Gaybird ... Miss Evelyn Robson
 Bella Brown ... Miss Irene Atchinson
 Polly ... Miss Lily Beverley
 Angelina Vernon ... Miss Ethel Rowelo
 —Opera House, Dudley.

19. *The Case of Rebellious Susan*, comedy, in three acts, by Henry Arthur Jones. (Originally produced at the Criterion, October 3, 1894.) Last performance (the 35th), October 22.
 Sir Richard Kato, K.C. . . . Sir C. Wyndham
 Sir Joseph Darby . . . Mr. Alfred Bishop
 James Harabin . . . Mr. Sam Sothorn
 Ferguson Pybus . . . Mr. Leslie Hamer
 Lucien Edensor

Mr. E. Harcourt-Williams
 Mr. Jacobm . . . Mr. Reginald Walter
 Kirby . . . Mr. J. H. Irvine
 Footman . . . Mr. Lawrence White
 Hotel Waiter . . . Mr. S. Bond
 Mrs. Quesnel . . . Miss Ellis Jeffreys
 Lady Darby . . . Miss Vane Featherston
 Elaine Shrimpton . . . Miss Daisy Markham
 Lady Susan Harabin . . . Miss Mary Moore
 —Criterion.

20. *The Man from the Sea*, play, in four acts, by William J. Locke. Last performance (the 30th), October 15.

Jan Redlander . . . Mr. Robert Loraine
 The Dean . . . Mr. Arthur Lewis
 Mark Averill, M.D. . . . Mr. Dawson Milward
 Pontifex Pye . . . Mr. A. Vane-Tempest
 Rev. Canon Bladye . . . Mr. Gerald Mirrielees
 Monks . . . Mr. Jules Shaw
 Burford . . . Mr. Edward Y. Rae
 Jack . . . Mr. Frederic Worlock
 Marion Lee . . . Miss Nina Boucicault
 Daphne Averill . . . Miss Beryl Faber
 Ruth Clavering . . . Miss Gladys Gaynor
 Daisy . . . Miss Molly Preston
 Maid . . . Miss Olivia Eltone
 —Queen's.

21. *A Hunting Morn*, miniature musical comedy, in two acts, by Wilmott Fowler.
 Sir Charles Braithwaite . . . Mr. Harry Lea
 Miss Helen . . . Miss Violet Paine
 Harold Trevor . . . Mr. Archie Stone
 Lieut. Jack Norman . . . Mr. A. Fisher-Jones
 Miss Olive Stephens . . . Miss Dolly Newman
 Miss Cecilia Lawton . . . Miss W. Bostock
 Farmer Giles . . . Mr. Harold H. Tether
 Sally . . . Miss Peggy Rae
 John . . . Mr. Carson Hicks
 Archibald Flipper . . . Mr. Fred Willett
 —Pier Pavilion, Worthing.

24. *Naughty Ninette*, musical comedy, book and lyrics by Wilfred E. Brandon and Leopold Napier, music by G. W. Schofield. Prof. Pranstatus. Mr. Wilfred E. Brandon
 Stanley Fitz-Smytheson . . . Mr. Eric Vayne
 Hon. Lancelot Hotspur Ingoldsby

Mr. Herbert Waller
 Sergeant Slopkins . . . Mr. Jack Aston
 Ben Bluff . . . Mr. Sam Eilo
 Pietro Macaroni . . . Mr. J. H. Erd
 Slogger . . . Mr. B. Russell
 Stiffin . . . Mr. J. Allen
 Wraggs . . . Mr. Fred Cleo
 Mrs. Christabel Moggs . . . Miss A. Chasemore
 Millicent . . . Miss Patty Hazel
 Lizzie Green . . . Miss Ethel Scott
 Violet Powder . . . Miss Vera Godfrey
 Rose Pink . . . Miss Isa Godfrey
 Lily White . . . Miss Gerty Godfrey
 Lady Evelyn Carstairs . . . Miss Langdon Lee
 Miss Marie Majombanks . . . Miss Mabel Dean
 Countess of Mayfair . . . Miss May Leslie
 Lady Pilkington Fitz-Smytheson

Miss Jessie Field
 Ninette D'Arville . . . Miss Celestine Brandon
 —Star, Swansea.

26. *Paying the Price*, play, in four acts, by James Willard. (Originally produced Alexandra, Hull, June 13.)

Lord Delemere (half) }
 Paul Hartman (brothers) } Mr. J. Willard
 Capt. Dick Clinton, V.C. . . Mr. J. Wilcox

Paying the Price (continued).

Doris Delemere . . . Miss Gem Lloyd
 Neil Fortescue . . . }
 Lady Delemere . . . } Miss Margaret Damer
 Hal Vortooone . . . }
 Jan Vortooone . . . } Mr. Frank Medhurst
 Hon. Cecil Dalrymple . . . Mr. C. Morton
 John Dent . . . Mr. William Douglas
 Corporal True . . . Mr. John Farley
 Mayer . . . Mr. Richie Bell
 Mary Esdale . . . Miss Winnie Leslie
 Nurse Alice . . . Miss Edith Dale
 Tiger . . . The Dog
 —Brixton.

26. *The Master of the House*, one-act play, by Stanley Houghton.

Mr. Owens . . . Mr. Herbert Lomas
 Edie . . . Miss Isabel Roland
 Mrs. Owens . . . Miss Muriel Pratt
 Fred Owens . . . Mr. Milton Rosmer
 Mr. Skrimshire . . . Mr. Frank Darch
 Dr. Jellicoe . . . Mr. Edward Landor
 —Gaiety, Manchester.

26. *The King of the Wild West*, romantic American play.

King of the Wild West . . . Young Buffalo
 Randolph Morton . . . Mr. Ernest Foster
 Jack Morton . . . Mr. Edwin J. Collins
 Judge Gritt . . . Mr. Edward Rich
 Yellow Face . . . Mr. Antoine Provost
 John Bluffington . . . Mr. George Cockburn
 Two Lung . . . Mr. Edward Delamere
 One Lung . . . Mr. Frank Delamere
 Black Canon Pete . . . Mr. Walter Smith
 Wild-Eyed Charley . . . Mr. Robert Oakham
 Hatchet Face Abe . . . Mr. Bert Martin
 Pedro, a Mexican . . . Mr. William Ashmeade
 Texas Tom . . . Mr. J. R. McClure
 Montana Jack . . . Mr. David Douglas
 Nevada Pete . . . Mr. Frank T. Keating
 Arizona Jack . . . Mr. Harry Haley
 Wyoming Harry . . . Mr. Dick Walters
 Black Horse Bill . . . Mr. Edward Rue
 New York Harry . . . Mr. Tom Kelly
 Alabama Tim . . . Mr. Jim Roberts
 Arizona Bob . . . Mr. W. O. Hanson
 Cayenne Joe . . . Mr. Joe Ward
 Rattlesnake Harry . . . Mr. Howard Allwell
 Kate Morton . . . Miss Agnes McCathy
 Mrs. Miles McCarty . . . Miss Lucy Murray
 Wild Nell . . . Miss Caroline May Blaney
 —Borough, Stratford.

27. *D'Arcy of the Guards*, comedy, in four acts, by Louis Evan Shipman. Last performance (the 48th), November 12.

Captain and Colonel the Hon. John D'Arcy . . . Mr. George Alexander

Brigadier-General Sir Edward Jennison, K.B. . . . Mr. Stephen T. Ewart

Captain and Colonel Dalrymple

Mr. Ashton Pearse
 Captain and Lieut.-Colonel Dacier

Mr. Rupert Lister
 Captain and Lieut.-Colonel Kelter

Mr. David Darrell
 Captain and Lieut.-Colonel De Courcy

Mr. John Hood
 Captain and Lieut.-Colonel Pollock

Mr. Robert Anderson
 Captain and Lieut.-Colonel Walsh

Mr. Henry Clements
 Captain and Lieut.-Colonel Farquhar

Mr. Norman Greene
 Dr. Gregory . . . Mr. J. H. Barnes

Sergeant Tripp . . . Mr. Gerald Ames
 Captain Millhausen . . . Mr. T. Weguelin

Captain Raab . . . Mr. Stuart Dennison
 Captain Henry Townshend

Mr. Godfrey Tearle
 Samuel Davis . . . Mr. Arthur Royston

Sambo . . . Mr. S. Spencer
 Mrs. Townshend . . . Mrs. G. Kemmis

Pamela Townshend . . . Miss Evelyn D'Alroy
 Cynthia Deane . . . Miss Margery Maude
 —St. James's.

28. *Young Fernald*, play, in four acts, by E. G. Sutherland and B. M. Dix. Last performance (the 13th), October 8.
 Derriek Lowne Mr. Norman McKinnel
 Lionel Lowne Mr. Robert Horton
 Robert Lowne Mr. Douglas Imbert
 Bennett Mr. Nigel Playfair
 Elroyd Mr. Leveson Lane
 Carey Fernald Miss Evelyn Millard
 Penelope Carruth Miss Frances Weatherall
 Enid Lowne Miss Mary Jerrold
 Trippitt Miss Blanche Stanley
 —New.
28. *The Bishop's Son*, play, in four acts, by Hall Caine. (Originally produced at the Grand, Douglas, August 15.) Last performance (the 7th), October 4.
 Gilchrist Mylrea Mr. J. D. Beveridge
 Daniel Mylrea Mr. Bransby Williams
 Thorkell Mylrea Mr. Ernest Leicester
 Ewan Mylrea Mr. Halliwell Hobbes
 Davy Fayle Mr. Shiel Barry
 Hommy-beg Mr. Thomas Barry
 Father Dalby Mr. E. M. Compton
 Quayle, the Gyke Mr. Sydney Francis
 Billy Quilleash Mr. W. Kingsford
 Phil Mr. Arthur Dillon
 First Officer Mr. George Lacey
 Second Officer Mr. P. W. Stevens
 Kerry Miss Alma Murray
 'Liza Miss Shelley Calton
 Molly Crennel Miss Elsie Gwynne
 Mona Mylrea Miss Elaine Inescort
 —Garrick.
28. *Home Truths*, play, in one act, by Effie Adelaide Rowlands
 Mrs. Eldridge Miss Winifred Beech
 Emmie Miss Marion Ashworth
 Herbert Mr. Arthur Cleave
 Mary Eldridge Miss Viva Birkett
 Anthony Dare Mr. Frederic Sargent
 George Trust Mr. William Rokeyby
 —Coronet.
29. *The Casting-Out of Martin Whelan*, drama of rural Irish life, in three acts, by R. J. Ray.
 Mrs. Kirby Miss Sara Algood
 William Kirby Mr. Fred Harford
 James Kirby Mr. Sydney J. Morgan
 Ned Mooney Mr. Arthur Sinclair
 Peter Barton Mr. J. M. Kerrigan
 Ellen Barton Miss Maire O'Neill
 Martin Whelan Mr. Fred O'Donovan
 Mrs. Pender Miss Eileen O'Doherty
 Mikeen Whip-the-Wind Mr. J. A. O'Rourke
 Denis Barton .. Mr. Brinsley MacNamara
 —Abbey, Dublin.
3. **Hamlet*, opera, in five acts, by Ambroise Thomas. (Originally produced in Paris in 1863; Covent Garden, July, 19, 1869).—Covent Garden.
3. *The Shop-Soiled Girl*, play, in four acts and sixteen scenes, by Walter Melville.
 Jack Duncan Mr. C. W. Standing
 Mr. Jarvis Mr. Harry Playfair
 Teddy Champion Mr. Tom E. Sinclair
 Detective Dering Mr. Raymond Wood
 Inspector Thomas Mr. John Brooks
 Inspector Bishop Mr. William Smith
 Polly Smith Miss Beatrice Fairley
 Hettie Jones Miss Carrie Thomas
 Betty Trimm Miss Dorothy Duncan
 Flossie Duveen .. Miss Winifred Pearson
 Joe Kelly Mr. H. E. Herbert
 Mark Faulkner Mr. Harvey Braban
 Dick Champion Mr. T. P. Haynes
 Jim Mr. B. Vernon
 Bridge Policeman Mr. Harry Wilson
 Philip Thurston Mr. E. H. Rushton
 Vera Thurston. Miss Gladys Ford-Hoyt
 Jessie Brown Miss Georgina Winnter
 —Elephant and Castle.
3. *The Cloister*, poetic drama, in four acts, by Emile Verhaeren, translated by Osman Edwards.
 Father Thomas Mr. Milton Rosmer
 Dom Balthazar Mr. William Poel
 Dom Mark Mr. Esme Percy
 Dom Millien Mr. Charles Bibby
 Idesbald Mr. Frank Darch
 A Monk Mr. Herbert Lomas
 Another Monk Mr. James V. Bryant
 Another Monk Mr. Gilbert Clarke
 Theodule Mr. Edward Landor
 The Prior Mr. Stanley Drewitt
 Another Monk Mr. Francis Hope
 Another Monk Mr. Stafford Dawson
 —Gaiety, Manchester.
3. *The Boy King*, four-act drama, by Walter Howard.
 The Ragged Prince. Mr. Walter Howard
 Camillo Mr. F. G. Clifton
 Grand Duke of Savernac. Mr. Charles Weir
 Captain Fabion. Mr. Claude Allingham
 Captain Kardova Mr. Thos. Beveridge
 Captain Kaspian Mr. Arthur Bevan
 Lieut. Urallo Mr. Wm. Unsworth
 Lieut. Florian Mr. Dan Rose
 Soldier Priest Mr. Arthur Finch
 Elaine Miss Grey Logan
 Captain Raymond Mr. Robert Noble
 Sergeant Simon Mr. G. P. Leicester
 Mario Mr. Jack Miller
 Stephano Mr. William Ludwig
 Captain of the Guard. Mr. Douglas Keene
 King's Messenger Mr. Dan Rose
 Sentry Mr. Geo. Clare
 Officer Mr. Wilfred Coleman
 Elsa Miss Gertrude Le Sage
 Camilla Miss Annie Saker
 —Junction, Manchester.
3. *Chasing Cynthia*, musical comedy, in two acts, lyrics and music by Frank Stanmore.
 The Hon. Billy Bootle. Mr. F. Stanmore
 Col. Theobald Chutney. Mr. Arthur Poole
 Dobson Mr. Mark Lester
 Drowsy Mr. Thomas Beckett
 William Mr. V. Willing
 Miss Pinch Miss Adie Boyne
 Fifi Miss Gladys Beech
 Cynthia Coleman. Miss Gurney Delaporte
 Trixie Miss Roma Lewis
 Babs Miss Kitty Belmont
 Queenie Miss Nellie Day
 Fluffy Miss Dollie Beaufoy
 Kiddie Miss Muriel Valerie
 Freda Miss Edna Earle
 —Winter Gardens, Bootle.

OCTOBER

1. *Inconstant George*, farce, in three acts, adapted from *L'Ane de Buridan* of Robert de Flers and Armand de Caillavet, by Gladys Unger.
 Georges Bullin Mr. Charles Hawtrey
 Lucien de Versannes. Mr. C. Aubrey Smith
 Morange Mr. Ernest Thesiger
 Adolphe Mr. Herbert Druce
 Giraud Mr. Holliday Atlay
 Butler Mr. Henri Laurent
 Page Boy Mr. William West
 Odette de Versannes. Miss Lydia Bilbrooke
 Fernande Chantal. Miss Vera Maitland
 Vivette Lambert Miss Hilda Moore
 Mme. de Lamond .. Miss Geraldine Baillie
 Baroness Steecke .. Miss Joan Langdale
 Louise Miss Molly O'Farrell
 Micheline Miss Doris Lytton
 —Prince of Wales's.

3. *The Last Night*, dramatic play, in one act, by Robert Higginbotham.
Terence Beaumont Mr. Henry Renouf
Vera Lowenstein .. Miss Evelyn Summers
Mrs. Harris Miss Sylvia Dawson
—Royal, York.
3. *The Last Night*, one act play, by Robert Higginbotham—Royal, York.
- 4.† *The New Life*, one-act play, an episode of the West, by R. A. Brandon and George Bull. S.P., April 15, Royal, Aldershot.
James Carthew Mr. Frederick Ross
Ellen Carthew Miss Nora Kerin
Dan Heffernan Mr. S. Major Jones
—Lyceum.
5. *Tiefland*, opera, in prologue and two acts, by Eugene d'Albert.
Sebastiano Mr. Frederic Austin
Tommaso Mr. Robert Radford
Moruccio Mr. Lewys James
Marta Miss Muriel Terry
Pepa Miss Carrie Tubb
Antonia Miss Lena Maitland
Rosalia Miss Blanche Fox
Nuri Miss Maggie Teyte
Pedro Mr. John Coates
Nando Mr. Maurice D'Oisly
The Priest Mr. Arthur Wynn
—Covent Garden.
- 6.† *Maw; or, The Squab Lady*, comedy, in three acts, by Ethel Watts Munford and Margaret Herford.
Elver Norton Mr. Paul Decker
Bud Norton Mr. J. McMahon
Paul Keller Mr. A. Deering
Jake Mr. George Hall
Pinky Dawson Mr. C. C. Gwynne
Genevra Witherspoon.. Miss Nina Saville
Alice Miss Lillian Westner
Professor Wysong Mr. Henry S. Dacre
Hope Wysong Miss Faye Cusick
Maw Miss May Robson
—Terry's.
- 7.† *The Chain*, drama, in one act, by Mrs. Herbert D. Cohen.—Marlborough.
- 8.* *The Kingdom of Kennaquhair*, musical and satirical play, in three scenes, by V. Park. (Originally produced at the Royalty, December 26, 1908.)—Royalty.
8. *A Place Hunter Purled*, farce, in one act, adapted and modernised from *Le Solliciteur, ou l'Art d'Obtenir les Places*, by Eugène Scribe.
Pertinax Quiller Mr. Tom Seymour
Ernest Fairways Mr. Kelso Henderson
Sagely Mr. Charles Ludlow
Mrs. Custance Miss Ida Laurence
Mrs. Jobson Miss Una Bruckshaw
—Royalty.
8. *The Cost of Cringing*, comedy, in two acts, adapted from *Maitre Corbeau*, by Hippolyte Raymond and Maurice Ordonneau.
Ernest Maynard .. Mr. Henry Ainsworth
Sawney Glosedon Mr. Tom Seymour
Squire Harkaway Mr. Charles Ludlow
Bluntly Mr. Kelso Henderson
John Mr. Terry Hurst
Minnie Miss May Hollum
Evelyn Miss Ida Forbes
Mrs. Stroker Miss Una Bruckshaw
—Royalty.
8. || *Reggie's Ruse*, farce, in one act, by C. Edgar May.
Reggie Barton..... Mr. C. Edgar May
Amy Barton..... Miss Ida East
Philip Tarlton..... Mr. C. A. Browne
Robert Dyce..... Mr. Tony Rendle
Stella..... Miss Gladys East
—Spear's Hall, Highgate.
- 10.† *The Girl on the Boat*, musical comedy, in three acts, by Violet Hatherley and Cyril Winchcomb. (Originally produced under the title of *The Cruise of the Constance* June 10, 1900, Royal, Worthing.)
Sir Walter Seyleydale... Mr. F. Hobbs
Admiral Weber Mr. Henry Adnes
Captain Jackson Mr. Walter Thomas
Mr. Edward Hardy .. Mr. Bertie Murray
Mike Mr. G. Oliver Smith
Stephano Mr. Lockwood Philpott
Potts Mr. Charles McNaughton
Miss Isobel Higgins.. Miss May Garstang
Clements Miss Ruby Vyvyan
Enid Deer Miss Lillian Turner
Hetty Smith Miss Ida Marian
Lettie Smith Miss Millicent Beddoes
Linda Love Miss Sybil West
Suzette Miss Dorothy Mason
Ninette Miss Mary Dunbar
Gabriette Miss Beatrice Dunbar
Josephine Miss Dorothy Lesleigh
Mrs. Hope Miss Irena Verona
—Brixton.
- 10.† *Where Angels Fear to Tread*, melodrama, in four acts, by Charles Darrell. (Originally produced September 19, Royal, Sheffield.)
Hon. M. Masterman.. Mr. F. W. Goddard
Lord F. St. Didderington.. Mr. G. Herbert
Bert Tyler Mr. George Butler
Jim Sadler Mr. Will White
Herbert Siggins Mr. Percy Shaw
Det.-Insp. Wignmore.. Mr. J. W. Hatfield
P.C. Audley Mr. A. Cainforth
Lady M. Austinleigh.. Miss Emma Rainbow
Lady Carina Clelland.. Miss D. Lawrence
Selina Stocles Miss Olive
Bedelia Brixton Miss Mattie Everett
Nance Miss E. Blenheim
Acrodyan Warkerry.. Miss H. Carrington
Araminta Parsons.. Mrs. Frank Bateman
—Royal, Woolwich.
10. *The Witch*, English version, in four acts, by John Masefield, from the Norwegian of H. Weirs Jøensen.
Ann Pedersdotter.. Miss Madge McIntosh
Merete Beyer Miss Elspeth Dudgeon
Bente Miss Jean Cadell
Jorund Miss Irene Clarke
David Mr. Perceval Clark
Herlofs-Marte Miss Lola Duncan
Martin Mr. Norman McKeown
Absolon Pedersson Beyer.. G. W. Anson
Leader of Town Guards.. Cyril Griffiths
First Guard Mr. Clavering Power
Second Guard..... Mr. Henry Morpeth
Mester Jorgan Mr. Leslie Casey
Mester Laurentius.. Mr. Campbell Gullan
Mester Johannes Mr. Frank Cochrane
Mester Klaus Mr. Stuart Black
A Sacristan Mr. Mark Hannam
Jens Schelderup Mr. Walter Roy
—Royalty, Glasgow.
- 10 *Why Did She Run Away?* domestic drama, in four acts, by Mrs. F. G. Kimberley. S.P., August 31, Queen's, Lonston. London production, October 17, Royal, Woolwich.
Norman Helmsley .. Mr. John B. Shinton
Cecile Whiteley Mr. R. F. Stacey
Willie Weary Lightning
Mr. Harry Lyndon
John Helmsley Mr. Cecil Craven
Sam Fletcher Mr. Sydney Fienes
Tommy No-Name Master Sidney Clarence
Hon. Percy Choldinely Mr. Frank Foxwell
P.C. Jones Mr. A. Proctor
Jane Ellison Miss Florrie Johnson
Vera Maxwell Miss Ada Ryder
Sybil Vanbrough Miss Ida Lyndon
Sally Tompkins Miss Edie Macklin
—Royal, Wolverhampton.

11. *Lysistrata*, adaptation in English, by Laurence Housman, of the comedy, by Aristophanes. Last performance (the 27th), November 5.
- Lysistrata Miss Gertrude Kingston
 Calonice Miss Margaret Watson
 Myrrhina Miss Dorothy Minto
 First Athenian Woman Miss Grace Elbert
 Second Athenian Woman
 Miss Mary Malone
 Third Athenian Woman
 Miss Marian Meynell
 Strattylis Miss Margery Doré
 Lampito Miss Maud Cressall
 Corinthian Woman ..Miss Suzette Cotta
 Boeotian Woman..Miss Frances Leighton
 First Leader of Women
 Miss Gwladys Morris
 Second Leader of Women
 Miss Jean Bloomfield
 Third Leader of Women..Miss Jane Savile
 Fourth Leader of Women
 Miss Mildred Gilbert
 Strymodorus Mr. Charles Danvers
 Second Leader of Men Mr. Arthur Payne
 First Leader of Men .. Mr. A. E. Filmer
 Third Leader of Men Mr. A. C. F. Lysons
 Commissioner Mr. Thomas Sidney
 Chorus Miss Isabelle Merson
 Chiesias Mr. Guy Rathbone
 Child Miss Christine Jensen
 Mamos Mr. H. W. Bentham
 Herald Mr. Herbert Standing
 First Spartan Ambassador
 Mr. James Gelderd
 Second Spartan Ambassador
 Mr. A. R. Dight
 First Athenian .. Mr. Everard Vanderlip
 Second Athenian .. Mr. Robert Harcourt
 Dancers .. Misses Annie and Irene Spong
 Peace Miss Alma Dudley
 —Little Theatre.
12. *Le Chemineau*, opera, in four acts (in French), by Xavier Leroux. (Originally produced at the Opéra Comique, Paris, November 6, 1907.)
- Toinette Miss Elizabeth Amnden
 Aline Mme. Beatrice La Palme
 Catherine Mme. Edna Thornton
 Le Chemineau M. Roselli
 Toinet Mr. Maurice D'Oisly
 François Mr. Harry Dearth
 Maître Pierre Mr. Alfred de Manby
 Martin Mr. Leon de Sousa
 Thomas Mr. Lewys James
 —Covent Garden.
13. *The Martyrs of Sebaste*, religious play, by Philip Fletcher.—Caxton Hall, S.W.
14. *Servants of Pan*, fantasy by Clarice Laurence. (London production, by the Rehearsal Company, October 28, Court, under which date see cast.)—Royal Margate.
15. *Grace*, play, in four acts, by W. Somerset Maugham. Last performance (the 72nd), December 17.
- Claude Insole Mr. Dennis Eadie
 Rev. Archibald Insole .. Mr. Leslie Faber
 Henry Cobbet Mr. Arthur Wontner
 Gann Mr. Edmund Gwenn
 Moore Mr. Horton Cooper
 Grace Insole Miss Irene Vanbrugh
 Mrs. Insole Lady Tree
 Miss Vernon of Foley
 Miss Lillah McCarthy
 Miss Hall Miss Mary Barton
 Edith Lewis Miss Nina Sevensen
 Margaret Gann Miss Gertrude Lang
 —Duke of York's.
15. *Company for George*, farcical comedy, in three acts, by Warren Bell. Last performance (the 43rd), November 26.
- George Birch Mr. Fewlass Llewellyn
 Gay Birch Miss Eva Moore
 William Claypole ..Mr. Kenneth Douglas
 Doctor Horne Mr. Herbert Bunston
 Lydia Neale Miss Hilda Antony
 Septimus Spring Mr. Halliwell Hobbes
 Colonel Spring Mr. Windham Guise
 Lord Michaelmas Mr. Guy Cary
 Mary P. Cowpit Mrs. Culling
 Fanny Miss Esme Hubbard
 Austin Mr. Percy Goodyer
 Dunn Mr. Frank Leach
 —Kingsway.
17. *Facing the World Alone*, play, in four acts, by Chas. Darrell. (Originally produced under the title of *I Want to be Loved*, March 30, Prince of Wales, Grimsby.)
- Capt. Reg. Parkhurst ..Mr. J. E. Whitty
 Cabel Valentine Mr. George Overton
 Bernard Avory Mr. R. Wilton
 Jim Mouler Mr. Guy P. Ellis
 James Sudbury Mr. Harold Forde
 Inspector Darby Mr. Percival Kane
 Jeames Mr. William S. Roberts
 Constable Tripper .. Mr. J. J. Broadbent
 Warden Smart Mr. Alfred Stannard
 Lady C. Constantine .. Miss Flora Hastings
 Duchess of Pimlico .. Miss Edith Rutland
 Melia Burgess .. Miss Ethel Van Praagh
 —Britannia.
- 17.*The British Empire Shakespeare Society gave their fourth annual series of performances at the Court, six representations of *As You Like It* being announced during the week commencing October 17. The version of the play used was that prepared by Lord Howard de Walden and Mr. Acton Bond.
17. *The Unwritten Law*, Laurence Irving's four-act play founded upon Dostoevski's book, "Crime and Punishment." (Originally produced August 16, Gaiety, Manchester. West-end production, November 14, Garrick, where it ran until December 17. It was transferred to the Kingsway on December 26.)
- Kashkin Mr. Frank Esmond
 Zosimoff Mr. Rupert Harvey
 Nastasia Miss Beatrice Swanton
 Rodion Raskolnikoff .. Mr. Laurence Irving
 Sonia Martinovo Miss Mabel Hackney
 Gromoff Mr. James Skea
 Doonia Miss Margaret Omar
 Pulcheria Miss Alice Inman
 Katya Miss Mabel Nelson
 Ivan Mr. W. Barnett
 Keller Mr. Wentworth Fane
 Koltzeff Mr. Charles Seymour
 Dmitri Mr. Montague Lane
 Mikolka Mr. A. Field Fisher
 Bezak Mr. Dalziel Heron
 Boolitch Mr. C. Roberts
 Zorn Mr. A. Dodd
 Platoff Mr. P. Simmonds
 Levitski Mr. J. Woodhouse
 Goobchitz Mr. Clive Terrace
 Zimmerman Miss Daviege
 Doordin Miss Norman
 Olkina Miss Doris Vaile
 Karpova Miss Yearseley
 Lobko Mr. I. Jones
 Policeman Mr. J. Arnold
 Solski Mr. Henry Elmore
 Marshenska Miss Ellen Ketley
 —Grand, Croydon.

17. *Why Did She Run Away?* drama, in four acts, by Mrs. F. G. Kimberley. (Originally produced October 10, Royal, Wolverhampton, under which date see cast.)—Royal, Woolwich.
17. *Tracked by Wireless*, melodrama, in five acts and nineteen scenes. Adapted from the story "Blackmail."
Kenneth Thorne Mr. Ernest Leicester
Simon Lightfoot Mr. Edward Thane
Joe Clarke Mr. Harry Bristow
Martin Rivers Mr. H. Naylor-Grimson
Sir Verney Slade Mr. James English
Craddock Mr. C. Fairfax
Bunker Mr. Jack Hamilton
Merton Wentmore Mr. Lionel Jones
Batts Mr. Leslie Clifton
Doctor Akerstein Mr. Leon Ives
Landlord Mr. D. Smith
Jake Mellish Mr. A. Bradshaw
Lawyer Cullercoats Mr. John Kennard
Doctor Johnson Mr. P. Mortimer
Marion Rivers Miss Jessie Winter
Myra Vesey-Stanhope Miss Mildred Cottell
Lady Cressingham .. Miss Hetta Bartlett
A Servant Miss Winnie Wilson
—Shakespeare.
17. *The Angel of His Dreams*, play, in four acts, by George A. De Gray. (Originally produced at the Royal, Castleford, April 26, 1909.)
Rev. Christian Esdaile.. Mr. G. A. De Gray
Major Dudley Ferrars .. Mr. W. Campbell
Sir Francis Tregarthen.. Mr. Chas. Arnold
Roy Ferrars Mr. Robert Hall
Sam Tippet Mr. Macintosh Clyde
Frank Roberts Mr. Will Thornton
Jackson Mr. Bert Carlton
Detective Smart .. Mr. Charles Wakefield
Inspector Reed Mr. Bob Charles
P. C. Smith Mr. Walter Parry
Milly St. Austell Miss Amy Dalby
Bessie Sparkles Miss Etta Turner
Lulu Little Doris Brereton
Hilda Revelle Miss Effie Bartlett
—Lyric, Hammersmith.
17. *The Lie*, play, in one act, by Beatrice Heron-Maxwell.
Theresa Murray Miss Maude Rivers
Sophie Durant Miss Marion Lockie
Roland Durant .. Mr. Geo. A. Brandram
Michael Mr. William Matthews
Russian Police Officer Mr. Frank Roy
—Opera House, Belfast.
17. *The Point of View*, one-act play, by Gertrude L. Robins.
Lieut. Richard Mason.. Mr. Milton Rosmer
Enid Armytage.. Miss Hilda Bruce Potter
Mrs. Molly Wyatt Miss Irene Rooke
—Gaiety, Manchester.
18. *Bouquets for Breakfast*, farce, in one act, by Lewis T. Dalrymple—Ladbroke Hall, W.
19. *Margaret Catchpole*, costume drama, in fourteen scenes, by Walter Frith. (Originally produced July 31, Prince of Wales's, Birmingham.)
John Luff Mr. Laurence Irving
William Laud Mr. Frank Esmond
Jim Cook Mr. A. Field Fisher
Jack Barry Mr. Rupert Harvey
Edward Barry Mr. M. Dalziel Heron
Lieut. Blount, R.N. .. Mr. Montague Lane
Ripshaw Mr. Henry Elmore
Lord Chief Baron Macdonald.. Mr. J. Skea
Mr. Wake Mr. Wm. Barnett
Dr. Stebbing Mr. Chas. Seymour
Will Rickes Mr. James Woodhouse
Phillip Mr. Wentworth Fane
Capt. McCutcheon Mr. J. F. Carter
Gaffer Wilkins Mr. Chas. Roberts
Woolly Jim Mr. Albert Dodd
Landlord Mr. P. Simmons

Margaret Catchpole (continued).

- Mrs. Clayton Miss Beatrice Swanton
Kate Miss Margaret Davidge
Sarah Barker Miss Alice Inman
Mrs. Palmer Miss Margaret Omar
Polly Miss Vera Wallace
Susan Miss D. Y. Norman
Granny Russell Miss Doris Vaile
Margaret Catchpole.. Miss Mabel Hackney
—Grand, Croydon.
19. *Between the Soup and the Savoury*, comedietta, in one act, by G. F. Jennings. (Originally produced May 31, Albert Hall.)
The Cook Miss Margaret Murray
The Parlourmaid .. Miss Maude Buchanan
The Kitchenmaid Miss Ethel Ross
—Playhouse.
19. *The Toymaker of Nuremberg*. (See under date March 15.) Last performance (the 21st), November 5—Playhouse.
20. *Count Hannibal*, romantic play, in four acts, by Stanley Weyman, adapted from his novel by Norreys Connell and Oscar Asche. (Originally produced March 18, 1909, Prince's, Bristol.)
CATHOLICS.
Charles IX. Mr. Herbert Grimwood
Monsieur de Guise Mr. Ewan Brook
Count Hannibal..... Mr. Oscar Asche
Rambouillet Mr. George Relf
Father Pezelay Mr. Caleb Porter
Chicot Mr. Ernest Henshaw
Nancy Mr. G. Fitzgerald
A Page Mr. A. Gale
The Provost of Paris.. Mr. F. Annerley
A Cripple Mr. Gordon Harker
Jacques Mr. R. F. Anson
Badelon Mr. Athol Forde
Bigot Mr. J. Fritz Russell
Landlord at Angers.. Mr. E. Gilbert
Provost of Angers.. Mr. Arthur Trantom
Archdeacon of Angers.. Mr. A. L. Burke
Madame St. Lo..... Miss Elfrida Clement
HUGUENOTS.
Rochefoucauld .. Mr. Reginald Ian Penny
Tignonville Mr. Ben Webster
La Tribe Mr. Charles A. Doran
Perrot Mr. Tripp Edgar
Carlat Mr. Francis Serle
Javette Miss Muriel Hutchinson
Madame Carlat Miss Bessie Major
—New.
20. *Nobody's Widow*, comedy, in three acts, by Avery Hopwood
John, Duke of Morland.. Mr. E. E. Norris
Ned Stevens Mr. Fred Castleman
Baron Von Reuter.. Mr. Robert Borlande
Peter Mr. Richard Wagner
Roxana Clayton Miss May Norris
Betty Jackson Miss Una Erie
Jountess Pallavicini .. Miss Helene Forest
Fanny Owens Miss de Verne
Sadie Miss Ida Williams
—Dalston.
20. *The Hour of Temptation*, drama, in three acts, by Cecil Norton.
Father Peter Baptiste.. Mr. Cecil Newton
Alfred Raby Mr. Howard Brennan
Ernest Allan Mr. Eric Williams
Algernon Herrick .. Mr. Sydney Palfrey
Claude Raby Mr. Angus Winter
Apps Mr. Gerald Alexander
Hospital Attendant .. Mr. W. Whitehead
Lolide Miss Lily Brayton
Inspector of Police.... Mr. Henry Field
Martin Mr. R. Nortcombe
Violet Raby Miss Evelyn Carleton
Kate Allan Miss Ethel Lodge
Nurse Varley Miss Irene Ash
Nurs. Ponting Miss W. Holcombe
Olive Webb Miss Florence Tyrrell
—Royal, Bury St. Edmunds.

21. *Which Loved Him Best?* nautical play, in four acts, by H. C. Lomax.
 Sir Henry Habisher...Mr. J. Chippendale
 Lieut. Jack Foreland...Mr. Richard Oliver
 Joe Merry, A.B.....Mr. John E. Stimson
 Captain Crowle .. Mr. T. W. Duncombe
 Hamil Khan Mr. Reginald Wakefield
 The Black Ferret...Mr. Robert Monteizte
 Count Von Draschberg..Mr. T. Johnston
 Clarence Hawkeye.....Mr. H. MacAulay
 A Police Officer.....Mr. P. Quinn
 A Customs Officer.....Mr. Charles Kear
 Countess Olga Davowska..Miss N. Imeson
 Miss Sheila Habisher..Miss Marie Tennant
 Peggy .. Miss Frances Day
 Annette .. Miss Julia Anderson
 —Alexandra, Sheffield.
21. *Mrs. Skeffington*, play, in three acts, by Cosmo Hamilton. Last performance (the 37th), November 26.
 Sir Gresham Thurlow...Mr. Arthur Lewis
 Col. Ranulph Thynne...Mr. A. Holmes-Gore
 Major John Skeffington..Mr. D. Milward
 Capt. Cecil Lindsay...Mr. Frederic Worlock
 Ivo Ward .. Mr. Charles Vernon
 Noel Dacre .. Mr. H. Robert Averell
 Hugh Pellew .. Mr. Max Leeds
 Willoughby Pellew .. Mr. A. G. Onslow
 Trooper Beales .. Mr. Arthur Chesney
 Trooper Howe .. Mr. Richard Haigh
 Trooper Saffrey.....Mr. W. D. Fazan
 Lady Thurlow.....Miss Frances Wetherall
 Mrs. Thynne .. Miss Ellen O'Malley
 Effie Thynne .. Miss Gwladys Gaynor
 Hobson .. Miss Estelle Winwood
 Kathleen Lindsay .. Miss Beryl Faber
 —Queen's.
22. *Selfrich's Bargain Day*, sketch, by Paul Rubens—Savoy.
22. *A Midnight Visitor*, play, in one act, by R. Ord and W. G. Mackay.—Alhambra, Brighton.
24. *Naughty Marietta*, musical comedy, in two acts, book and lyrics by Rida Johnson Young; music by Victor Herbert.
 Captain Richard Warrington
 Mr. Charles Combe
 Simon O'Hara .. Mr. Leonard Calvert
 Sir Harry Blake .. Mr. George Wyley
 Etienne Grandet .. Mr. F. Kingsley
 The Lieut.-Governor Grandet
 Mr. Bert Smith
 Rudolfo .. Mr. Danvers
 Florence .. Mr. Charlie Brown
 Manuelle .. Mr. Vincent Smith
 Marietta D'Altana .. Miss Blanca Stewart
 Adah .. Miss Murch
 Lizette .. Miss Florence Darrell
 The Voodoo Queen .. Miss Naomi Neilson
 Nanette .. Miss Nancy Young
 Felice .. Miss Dora Gray
 Fanchen .. Miss Ruth Whitney
 Grazielle .. Miss Marie Forsyth
 Francesa .. Miss Louisa Downe
 —Ladbroke Hall, W.
24. *Protecting Mrs. Moxon*, play, in one act, by Arthur Eckersley.
 Mrs. Moxon .. Miss Violet Temple
 Q.M. Snapper, R.N. Mr. W. Besley Belfran
 The Stranger .. Mr. James Heddon
 —Opera House, Belfast.
26. *Robinson Crusoe*, mixture of mirth and melody in three doses," words and lyrics by Leonard Shaw, music by Alexandra Fallis—Infant School, Friern Barnet.
27. *Malinche; or, The Maid from Mexico*, comic opera, in three acts, words and music by Arthur Stanley Gill.—Mechanics' Hall, Nottingham.
27. *The Liars*, comedy, in four acts, by Henry Arthur Jones. (Originally produced at the Criterion, October 6, 1897.) Last performance (the 65th), December 23.
 Colonel Sir Christopher Deering
 Sir Charles Wyndham
 Edward Falkner .. Mr. Thaddeus Corbett
 Gilbert Nepean .. Mr. Norman Trevor
 George Nepean .. Mr. Bertram Steer
 Freddie Tatton .. Mr. Sam Sothorn
 Archibald Coke .. Mr. Alfred Bishop
 Waiter .. Mr. Herbert Dansey
 Taplin .. Mr. Reginald Walter
 Gadsby .. Mr. Lawrence White
 Footman .. Mr. Richard Neville
 Mrs. Crespin .. Miss Norma Whalley
 Beatrice Ebernoe .. Miss Dorothy Thomas
 Dolly Coke .. Miss Lettice Fairfax
 Ferris .. Miss Frances Vine
 Lady Rosamund Tatton Miss Ellis Jeffreys
 Lady Jessica Nepean .. Miss Mary Moore
 —Criterion.
27. *John Berkeley's Ghost*, comedy, in four acts, by Arthur Anderson and Hartley Carrick.
 Lady Mary Carlisle .. Miss Ella Daincourt
 Brenda Carlisle .. Miss Amy Ravenscroft
 Patty Monaghan .. Miss Marjorie Moore
 John Berkeley .. Mr. Robert Horton
 Philip Doyle .. Mr. K. Kay
 Tony Carlisle .. Mr. Chas. Troode
 Archibald Bodley .. Mr. Geo. Power
 Cracknell .. Mr. Wm. Dempsey
 Derrick Vernon .. Mr. Sam Walsh
 —County, Bedford.
27. *Birthright*, drama of Irish country life, in two acts, by T. C. Murray.
 Dan Hegarty .. Mr. J. A. O'Rourke
 Maura Morrissey .. Miss Eileen O'Doherty
 Bat Morrissey .. Mr. Sydney J. Morgan
 Frank Harrington .. Mr. J. M. Kerrigan
 Shane Morrissey .. Mr. Arthur Sinclair
 Hugh Morrissey .. Mr. Fred O'Donovan
 —Abbey, Dublin.
27. *The Coward*, in four acts, by Mrs. Sam Duckworth.
 Charles Goldfield .. Mr. Frank Thompson
 Nancy .. Miss Jean Wigney
 Cyril Melton .. Mr. F. E. North
 Michael Strogoff .. Mr. J. W. Evelyn
 Countess Aliga .. Miss Dora Weber
 Elsie Penobard .. Miss Rene Belle Douglas
 Robert Bunting .. Mr. Larry Clements
 Mrs. Malone .. Miss Eileen Davenport
 Dibbs .. Mr. F. Watts
 Tomkins .. Mr. Herbert G. Moberley
 Waiter .. Mr. Howard Ashby
 Cripple Ben .. Mr. Leonard Aardale
 —Hippodrome, Birkenhead.
28. *The Eldest Miss Darrell*, comedy, in three acts, by Ursula Keene. Produced by the Rehearsal Company.
 James Darrell .. Mr. W. A. Mackersy
 Matilda Darrell .. Miss Dorothy Tanqueray
 Lucy .. Miss May Saker
 May .. Miss Adah Diek
 Rupert .. Mr. W. Coats-Bush
 Georgina .. Miss Clarice Laurence
 Cousin Mary Bonsor..Miss Katherine Stuart
 Rev. Augustus Banks .. Mr. Clive Currie
 Thomas .. Mr. Lewis Carlton
 Lady Catherine Thynne..Miss Eileen Savage
 Sir Horace Thynne..Mr. Matthew Boulton
 Capt. Cosmo Thynne .. Mr. Dennis Clough
 —Court.

28. *Servants of Pan*, fantasy, by Clarice Laurence. Presented by the Rehearsal Company. (Originally produced October 14, Royal, Margate.)
 Old Man Mr. W. A. Mackersey
 Old Woman Miss Ursula Keene
 Celar Miss Grace Richardson
 Scio Mr. William Luff
 Arkas Mr. Dennis Cleugh
 —Court.

30. *The Career of Henry Jones*, comedy, in a prologue and three acts, by George Reston Malloch. Produced by The Play Actors.
 Henry Jones, M.P. Mr. Eric Leighton
 Earl of Bartripp .. Mr. Ralph W. Hutton
 Sir John Grisly, R.A. Mr. F. Annerley
 Albert Ransome, R.A. Mr. L. H. Hanray
 Peter Snodgrass Mr. A. L. Burke
 Col. Bolliver St. John Mr. Wm. Stack
 Mr. Castleton Mr. Harold Chapin
 The Bishop of Bexhill. Mr. Robson Paige
 Martin Mr. Grendon Bentley
 First Man from Grisly's. Mr. A. L. Burke
 Second ditto Mr. Val Cuthbert
 Mrs. Jones Miss Irene Moncrieff
 Lady Diana Bartripp. Miss M. Mantering
 Lady Paygrave Miss Marie Linden
 Alice Grisly Miss Doris Digby
 Mrs. Peter Snodgrass. Miss Kitty Lofting
 Mrs. Stanhope Miss Kathleen Russell
 —Court.

31. *The Ruin of Her Life*, drama, in four acts, by Mrs. Morton Powell.
 Mary Macaire } Mrs. Charles Sugden
 Lady Selwyn }
 "The Duchess" }
 Alice, aged 9 Little Doris Denville
 Alice, aged 19 Miss Mary Vane
 Fairy, aged 9 Little Florence Mayo
 Fairy, aged 19 Miss Kitty Rose
 Mother Blight Miss Constance Groves
 Lady Desborough .. Miss Emily Patterson
 Hon. Alicia Fanshaw. Miss Maud Wilson
 Dan Devel Macaire Mr. F. P. Gush
 Eli Shadwell Mr. Sam Roberts
 Curly Smiler Mr. Johnny Leoni
 Bill Buster Mr. J. Parry
 James Tracy Mr. Arthur Keand
 Harry Heather Mr. J. E. Stevenson
 Sir Philip Selwyn Mr. Henry C. Ward
 Lord Markham Mr. Arthur Longley
 Sir Philip Phenn Mr. William Oscar
 Police-Sergeant Grip Mr. J. W. Butler
 Ned Wilde Mr. Charles Coventry
 —Royal, Leicester.

NOVEMBER.

2. *Behind the Veil*, "psychic drama," in three acts, by Cecil Raleigh.
 Prince Maurice le Noir Mr. P. Desborough
 Lady Margaret Courtenay
 Miss Mildred Cotteli
 Margaret Courtenay .. Miss Viva Birkett
 Madge Guthrie Miss Ruth Bower
 Blanche Giberne Miss Gladys Mason
 Nelly Anson Miss Beatrice Ainley
 Sister Marie Miss Winifred Beech
 Sister Therese Miss Muriel Dole
 Sister Adela Miss Mary Miers
 Marthe Miss Constance Bachner
 Joan Miss Aline Earl
 Leonie Miss Florence Jackson
 Lulu Miss Marion Ashworth
 Victor Descloux Mr. John Tresahar
 Doctor Anceloe Mr. William Lugg
 Doctor Beauquier .. Mr. Owen Roughwood
 Baptiste Mr. J. H. Brewer
 Achille Mr. Charles E. Dering
 Durant Mr. Drelincourt Odium

Behind the Veil (continued).

Cavarral Mr. William Rokeby
 Laurent Mr. Arthur Cleave
 Etienne Mr. Frank Baker
 Gauthier Mr. Arthur E. Maskell
 Fabien Mr. Ernest Cresfan
 Stephanie Miss Dora Thornhaugh
 Celeste Miss Muriel Mason
 Clarice Miss Dorothea Moss
 Amelia Miss Margaret Munro
 Josephine Miss Nina Hirst
 Suzanne Miss Adela Mavis
 Felice Miss Phyllis Wallace
 Julie Miss Hilda Moss
 Mathilde Miss Kathleen Russell
 Laure Miss Ida Southern
 Jacqueline Miss Doris Marshall
 Gabrielle Miss Gladys Mason
 Rosaline Miss Peggy Gay
 Valerie Miss Audrey Bruce
 Angelique Miss Ada Lauderdale
 Helene Miss Minnie Lancaster
 Pauline Miss Amy Holland
 Nanette Miss Alice Clifton
 —Coronet.

2. *The Golliwog*, musical play, book and the lyrics by Edward Cadman, music by J. Greebe.
 John Tar Mr. Stephen Fitzgerald
 Mac Mr. Kennedy Allen
 Mr. Golliwog Mr. Harry Buss
 Barkins, P.C. Mr. Sam Walsh
 Jack-in-the-Box Mr. Walter Dolphin
 Teddy Bear Mr. A. H. Phillips
 Lanoline Miss Edith Craig
 Chloe Miss Alice James
 Matilda Miss P. Evans
 Araminta Miss Eva Smith
 The Fairy Miss Lily Gilvert
 The Faithful Hound. Master Harry Seer
 —Ladbroke Hall.

2. *The Two Schools*, English version of Alfred Capus's *Les Deux Ecoles*—Ladbroke Hall, W.

3. *To-Morrow*, children's play, by Kitty Barne and D. W. Wheeler, music composed by Kitty Barne.
 The Year Miss Amy Rean
 New Year's Day Miss Judith Horwood
 Christmas Day Miss T. Lewis
 May Day Miss Olive Dickens
 St. Valentine's Day .. Miss Betty Farmer
 Michaelmas Day. Miss Margaret Whitcombe
 St. Swithin's Day Miss Elaine Dickens
 Shrove Tuesday Miss Sybil Salaman
 Ash Wednesday Miss Joy England
 Easter Monday .. Miss Elisabeth Jackson
 February 29 (Leap Day). Miss N. Grimshaw
 April Fools Day Miss Nancy Pearson
 St. Cecilia's Day Miss Gwen Emmott
 March 1 Miss Violet Moncey
 —Court

A. *For the Land we Love; or, Only a Territorial*, drama, in five acts, by Hilda Hatton.
 Rev. Robert Arden .. Mr. Victor Gardom
 General Scott Mr. Geoffrey Broughton
 Captain Stannard Mr. A. Gellert
 Captain Hardy Mr. Herbert De Ville
 Bertie Speffington Mr. Alec Finlayson
 Durant Mr. Victor Norreys
 Johnson Mr. George Toft
 Jean Mr. H. Linden Cobb
 Captain Chateaubriand
 Mr. Bernard Beere
 Doris Moncrieff Miss Cicely Cardew
 Lady Honoria Littleton .. Miss G. Vickers
 Joan Miss Ivy Clarke
 Miss Vigora Matchman. Miss Dora Pancake
 Mona Moncrieff Miss Hilda Hatton
 —Lyceum, Stafford

4. *The Man and the Moment*, patriotic drama St. Gabriel's Hall, Cricklewood.
4. *Retribution*, one act play—St. Gabriel's Hall, Cricklewood.
5. *The Quaker Girl*, musical play, in three acts, by James T. Tanner, lyrics by Adrian Ross and Percy Greenbank, music by Lionel Monckton.
 Captain Charteris .. Mr. C. Hayden Coffin
 Jeremiah .. Mr. James Blakeley
 M. Duhamel .. Mr. Herbert Ross
 Prince Carlo .. Mr. G. Carvey
 M. Larose .. Mr. D. J. Williams
 William .. Mr. E. H. Wynne
 Nathaniel Pym .. Mr. Henry Kitts
 Jarge .. Mr. George Bellamy
 Tony Chute .. Mr. Joseph Coyne
 Phoebe .. Miss Gracie Leigh
 Princess Mathilde .. Miss Elsie Spain
 Diane .. Miss Phyllis Le Grand
 Mme. Blum .. Mlle. Caumont
 Mrs. Lukin .. Miss Luna Love
 Rachel Pym .. Miss Jennie Richards
 Toinette .. Mlle. Gina Palerme
 Gaby .. Miss Irene Warren
 Cleo .. Miss Kitty Melrose
 Liane .. Miss Mabel Duncan
 Louise .. Miss Marie West
 Prudence .. Miss Gertie Millar
 —Adelphi
5. *The Outcome of Agitation*, play, in one act, by James A. Douglas.
 Alec Stern .. Mr. Herbert Bunston
 Harcourt Stern .. Mr. Guy Cary
 Hickman .. Mr. Windham Guise
 Elsie Stern .. Miss Cicely Charlton
 —Kingsway
7. *Vice Versâ*, farcical fantastic play, in three acts, by F. Anstey, founded by the author on his own novel of the same name. London production, November 10, under which date see cast.
 —Devonshire Park, Eastbourne
8. *A Single Man*, comedy, in four acts, by Hubert Henry Davies.
 Robin Worthington .. Mr. Cyril Maude
 Henry Worthington .. Mr. E. Mainwaring
 Dicky Cottrell .. Mr. Lyonel Watts
 Lady Cottrell .. Miss Florence Haydon
 Maggie Cottrell .. Miss Dulcie Greatwich
 Miss Hespeline .. Miss Hilda Trevelyan
 Isabella Worthington .. Miss Mary Jerrold
 Louise Parker .. Miss Nancy Price
 Bertha Sims .. Miss Dorothy Dane
 The Housekeeper .. Miss Emma Chambers
 The Parlourmaid .. Miss Vera Coburn
 The Nurse .. Miss Diana Sellick
 —Playhouse.
8. *The Merciful Soul*, play, in one act, by Miss Lawrence Alma-Tadema.
 Basil of the Iron Hand .. Mr. C. Morton
 Geoffrey .. Mr. Guy B. Rathbone
 Hugh .. Miss Violet B. Bucalossi
 Annet .. Miss Christine Jensen
 Richard .. Mr. James Geldard
 Old Man .. Mr. A. E. Filmer
 Fiordelisa .. Miss Dorothy Minto
 Colomba .. Miss Isabel Merson
 —Little.
8. *Just to Get Married*, comedy, in three acts, by Cicely Hamilton.
 Georgina Vicary .. Miss Gertrude Kingston
 Daphne Grayle .. Miss Dorothy Minto
 Frances Melliship .. Miss Dora Barton
 Lady Constance Grayle .. Miss R. Filippi
 Mrs. Macartney .. Miss Maud Cressall
 Adam Lancaster .. Mr. Godfrey Tearle
 Sir Theodore Grayle .. Mr. Thos. Sidney
 Tod Grayle .. Mr. Everard Vanderlip
 Dobbins .. Mr. Arthur Fayne
 Footman .. Mr. A. C. Lyons
 —Little.
10. *Vice Versâ*, farcical fantastic play, in three acts, founded by F. Anstey on his novel of the same name. (Originally produced November 7, Devonshire Park, Eastbourne).
 Paul Bultitude (afterwards, except in appearance his son, Dick) .. Mr. F. Volpe
 Dick Bultitude (afterwards, except in appearance, his father, Paul) .. Mr. S. Trevor
 Barbara Bultitude .. Miss Agnes Glynne
 Marmaduke Paradine .. Mr. C. M. Lowne
 Dr. Grimstone .. Mr. Arthur Playfair
 Dulcie .. Miss Phyllis Embury
 Mr. Blinkhorn .. Mr. Leveson Lane
 Mr. Tinkler .. Mr. Brian Egerton
 Tipping .. Mr. W. Briscoe-Owen
 Jolland .. Master Philip Tonge
 Chawner .. Master Bobbie Andrews
 Biddlecombe .. Master Joseph Victor
 Coker .. Master F. Thorndike
 Coggs .. Master Jack Hobbs
 Kiffin .. Master Sidney Sherwood
 Boaler .. Mr. Clifford Brooke
 Rhoda .. Miss May Taverner
 Ellen .. Miss Jean Bloomfield
 A Nurse .. Miss Lillian Brennard
 Cecily .. Miss Marjorie Dane
 Peter .. Master Burford Hampden
 —Comedy.
10. *The Day of St. Anthony*, play, in three scenes, by Charles Bond.
 Don Souzel .. Mr. Dudley Bishop
 Fred Wilmot .. Mr. John Hallifax
 Don Pedro .. Mr. Holt Hewitt
 Juan de Zayas .. Mr. Charles Bond
 Leonardo .. Mr. Frederick Keen
 Buho .. Mr. T. J. Bond
 Alfonso .. Mr. Crawley Grove
 Alonso .. Mr. W. C. Grove
 Isabella Souzel .. Miss Mabel Burrell
 Marie .. Miss Amy English
 Inez .. Miss Beatrice Bond
 —Assembly Rooms, Wood Green.
10. *The Full Moon*, comedy, in one act, by Lady Gregory—Abbey, T., Dublin.
12. *Menders of Nets*, play, in one act, by Philip Gibbs. (Originally produced under the title of *The Escape of John Merchant* at the Duke of York's, July 10, 1906, when its authorship was attributed to Philip Gibbs and Cosmo Hamilton, and afterwards revived as *A Mender of Nets* at the Court, on December 31, 1907, with Cosmo Hamilton figuring as author.)
 Bess .. Miss Beryl Faber
 Mrs. Tregarth .. Mrs. Frances Wetherall
 John .. Mr. A. Holmes-Gore
 Pete .. Mr. Frederic Worlock
 —Queen's.
14. *The Two Hunchbacks*, fairy tale in three acts and five scenes, by Emile Cammaerts, translated from the French by Tita Brand. Revived, December 9, Savoy.
 Jack .. Mr. Vernon Steel
 Marianne .. Miss Tita Brand
 Mathurin .. Mr. Michael Sherbrooke
 Trinette .. Miss Alice Arden
 Richard .. Mr. H. K. Ayliff
 Julie .. Miss Martheze
 Elise .. Miss Pauline D'arcy
 Pit .. Mr. Guy Griffinhoofe
 Zit .. Miss Nonny Lock
 Little Pit .. Miss Mavis Yorke
 Agaric .. Mr. Herbert Porter
 Boletus .. Mr. A. Collet
 —Savoy.
14. *The Unwritten Law*, play, in three acts, founded by Laurence Irving upon Dostoevski's novel, "Crime and Punishment." (Originally produced August 16, Gaiety, Manchester; October 17, Royal,

The Unwritten Law (continued).

Croydon.) Last performance (the 40th) at the Garrick, December 17. Transferred to Kingsway, December 20.

- Kashkin Mr. Frank Esmond
 - Zosimoff Mr. Rupert Harvey
 - Natasha Miss Beatrice Smith
 - Rodion Raskomifkoff..... Mr. Laurence Irving
 - Sonia Martinova..... Miss Mabel Hackney
 - Gromoff..... Mr. James Skea
 - Doonia..... Miss Leonora Oakford
 - Pulcheria..... Miss Alice Inman
 - Katya..... Miss Mabel Nelson
 - Ivan..... Mr. W. Barnett
 - Keller..... Mr. Wentworth Fane
 - Koltzoff..... Mr. Charles Seymour
 - Dimitri..... Mr. Montague Lane
 - Mikolka..... Mr. A. Field Fisher
 - Bezak..... Mr. Dalziel Heron
 - Boolitch..... Mr. C. Roberts
 - Zorn..... Mr. A. Dodd
 - Platoff..... Mr. P. Simmonds
 - Levitski..... Mr. J. Woodhouse
 - Goobchitz..... Mr. Clive Terrance
 - Zimmerman..... Miss May Edias
 - Doordina..... Miss Doris Vaile
 - Olkina..... Miss Drew
 - Karpova..... Miss Vera Wallace
 - A Lady..... Miss Charleye Courtland
 - Lobko..... Mr. I. Jones
 - Policeman..... Mr. J. Arnold
 - Solski..... Mr. Henry Elmore
 - Mashenka..... Miss Dorothy Hill
- Garrick.

14. *The Captain of the School*, comedy, in three acts, by Edward A. Parry and Frederick Mouillot. (London production, December 10, Gaiety.)

- Tom Brant Mr. Lionel Mackinder
 - Rev. Joseph McIntyre..... Mr. Chas. Macdona
 - Martin Leonard..... Mr. Eugene Mayeur
 - George Lister..... Mr. Arthur Eldred
 - Archibald Brant..... Mr. T. Gideon Warren
 - Daniel Corbett..... Master Chas. Connought
 - Morley Murray..... Master Harry E. Duff
 - James Thurloe..... Master J. E. Swinburne
 - Sergt. O'Flaherty..... Mr. Alfred S. Barber
 - Toastmaster..... Mr. A. J. Nicholls
 - Mrs. Bessie Higgins..... Mrs. Mouillot
 - Mrs. Brown..... Miss Lucy Edwin
 - Rhoda McIntyre..... Miss Dorothy Parry
- Gaiety, Manchester.

14. *L'Allegro*, Handel's cantata. Revived, December 9, Savoy.

- Soprano..... Miss Evangeline Florence
 - Tenor..... Mr. Spencer Thomas
 - Bass..... Mr. Francis Braun
 - Melancholy..... Miss Hermione Stuart
 - Mirth..... Miss Ruby Ganner
- Savoy.

14.† *The Coastguard's Daughter*, drama, in four acts, by J. A. Campbell. (Originally produced as *The Hand that Rocks the Cradle*, July 25, Junction, Manchester.)

- Post-Captain Henry Drummond
Mr. Douglas Tremayne
 - Lieut. Philip Marchant..... Mr. G. Jordan
 - Derek Mason..... Mr. Guy Hastings
 - Lieut. Arthur Barclay..... Mr. Stanley Vine
 - John Melrose..... Mr. T. Lionel Ellis
 - Jerry Dale..... Mr. Finn Doyle
 - Capt. Hubert Sternroyd..... Mr. E. H. Clarke
 - Sir Dennis Jermyn..... Mr. W. Webb
 - Nanoya..... Miss Babs Stuart
 - Edward Somerville..... Mr. L. J. Lawrence
 - Gabrielle D'Armand..... Miss Janice Deane
 - Audrey Melrose..... Miss Gertrude F. Godart
- Elephant and Castle.

16.† *The Mellstock Quire*, dramatisation, by A. H. Evans, of Thomas Hardy's "Under the Greenwood Tree"—Corn Exchange, Dorchester.

- 17.† *The Siren; or, The Actress's Triumph*, play, in one scene, by Holman Quin.
Madeleine de Vigné..... Mme. Del Savina
 - Celestine..... Miss Nina Dolores
 - Philip Harding..... Mr. Arthur Hyde
 - Edith Harding..... Miss Phyllis Salvador
 - Freddy Harding..... Master E. Del Savina
 - James..... Mr. Colin F. Heather
- Rehearsal.

17.‡ *The Socialist*, musical satire, in two acts, book by H. Rottenburg, music by J. W. Ivimey, lyrics by J. L. Crommelin-Brown, with extra numbers by E. M. Besley and C. F. Smyly. (London production, December 12, Court.)

- George Fairleigh..... Mr. A. K. O. Cochrane
 - Edward Garvin..... Mr. G. W. Prince
 - Lord Bertram Belmont
Mr. C. A. A. Douglas-Hamilton
 - Billy Ferrers..... Mr. R. A. Lloyd-Barrow
 - Brown..... Mr. G. Hutchinson
 - Barlow..... Mr. P. D. Ravenscroft
 - Carton..... Mr. W. G. Roskill
 - Jackson..... Mr. P. J. Richardson
 - Victor Blackson..... Mr. J. G. Robinson
- Members of the Knavian Society—
Messrs. P. D. Ravenscroft, C. J. W. Miller, G. Hutchinson, C. L. Marburg, W. G. Roskill, J. B. Neale,
Benjamin Berwick..... Mr. N. Gordon-Lennox

- Timothy Stodge..... Mr. E. W. Sharp
 - Sir Edward Keynegm
Mr. E. B. W. Vaughan
 - First Cook..... Mr. C. J. W. Miller
 - Second Cook..... Mr. N. Gordon-Lennox
 - Mrs. Miggle..... Miss G. W. Syme
 - Winkel..... Mr. A. E. Inglis
 - Isabel Keynegm..... Miss L. F. Cole
 - Mary Keynegm..... Miss H. V. Tennant
 - Stella Hank..... Miss O. C. Hawkins
 - Luna Hank..... Miss W. E. Harris
 - Professor C. K. Hank..... Mr. J. B. Hales
 - Mrs. Berwick..... Mr. R. G. Soper
- New, Cambridge.

18.† *Stuffing*, play, in one act, by "George Paston."

- Mr. Pully..... Mr. Arthur Chesney
 - Mrs. Pully..... Miss Clare Greet
 - Mrs. Lindus..... Miss Agnes Thomas
 - Johnny..... Miss Sydney Fairbrother
- Aldwych.

18.† *The Home-Coming*, play, in one act, by Cicely Hamilton.

- Mrs. Daly..... Miss May Whitty
 - Mary Fraser..... Miss Auriol Lee
 - Elizabeth..... Miss Marianne Caldwell
- Aldwych.

19. *The Eccentric Lord Comberdene*, farcical romance, in three acts, by R. C. Carton.

- Earl of Comberdene..... Mr. G. Alexander
 - Prince Melikoff..... Mr. Arthur Royston
 - Lieut. Corfield..... Mr. Stuart Dennison
 - Lieut. Armytage..... Mr. G. Trevor Roller
 - Hon. Hugh Chilvers..... Mr. Athol Stewart
 - Brook Farlowe, M.P..... Mr. Fred Lewis
 - Joseph Radburn..... Mr. Lyston Lyle
 - Rev. Alwyn Pibrow..... Mr. Ashton Pearce
 - Captain Clamp..... Mr. J. H. Barnes
 - Grugger..... Mr. T. Weguehin
 - Scoble..... Mr. E. Vivian Reynolds
 - Winton..... Mr. Gerald Ames
 - Hotel Clerk..... Mr. James Standish
 - Walters..... Mr. W. Pilling, Mr. Frank Rorke, and Mr. Frank Arundel
 - Marchioness of Glenmoray..... Miss Compton
 - Grand Duchess Ina Drovinski..... Miss Jolivet
 - Mme. Pigache..... Miss Ruth Maitland
 - Daphne Farlowe..... Miss Marjorie Waterlow
- St. James's.

19. *Moods*, musical ballet, words, music, and dances by Lorna Rothney.
A Gallant Knight Mr. T. E. Hanson
Nurse Miss Bedford
Moodie Miss Lorna Rothney
MOODS.
Tears, Sadness: Miss Kitty Woodbridge and Mr. Jack Aris.
Temper: Miss Lorna Rothney and Mr. J. de la Mare Rowley.
Laughter: Miss Daisy Aris and Mr. S. E. Walmisley.
Pride: Miss Lily Tough and Mr. Leslie Thomas.
Love: Miss Sylvia Wilton Ainsley.
Romance: Miss Dorothy Meadows.
—Stanley Hall, Norwood.
19. *Pot Luck*, village comedy, by Gertrude Robins—Schoolroom, Naphill.
20. *False Dawn*, play, in three acts, by Morley Roberts and "Henry Seton" (Vera Beringer). (Produced by the Play Actors.)
Hector Durant Mr. Norman Trevor
Dr. Tom Courtney Mr. H. Nye Chart
Matthews Mr. Charles King
Lady Hale Miss Marie Linden
Lady Anne Pulleine. Miss Emé Beringer
Felicia St. John Miss Gillian Scaife
Stent Miss Florence Harcourt
—Court.
21. *Miles Dixon*, play, in two acts, by Gilbert Cannan.
Miles Dixon Mr. Milton Rosmer
Ellen Baisbrown Miss Irene Rooke
John Baisbrown Mr. Herbert Lomas
Janie Baisbrown. Miss Hilda Bruce Potter
Jan Baisbrown Mr. Frank Darch
—Gaiety, Manchester.
21. *The Younger Generation*, three-act comedy, by Stanley Houghton.
James Henry Kennion
Mr. Stanley Drewitt
Mrs. Kennion Miss Ada King
Maggie Miss Edith Goodall
Reggie Kennion .. Mr. J. Vernon Bryant
Grace Kennion Miss Isabel Roland
Thomas Kennion Mr. Charles Bibby
Mr. Leadbitter Mr. Francis Hope
Mr. Fowle Mr. Whitford Kane
Arthur Kennion Miss Emé Percy
Mrs. Hannah Kennion
Miss Louise Holbrook
Clifford Rawson Mr. Milton Rosmer
—Gaiety, Manchester.
21. *A Weaver's Shuttle*, comedy, in three acts, by "Anthony Rowley."
Jean Miss Kitty Clifford
William Cotterill .. Mr. Frank Cochrane
Mary Ronald Miss Jean Cadell
Clement Cotterill .. Mr. Percival Clark
Lady Baxter Miss Madge McIntosh
Robert Cotterill. Mr. Norman McKeown
Higgins Mr. Mark Hannam
Hugh Ronald Mr. Campbell Gullan
Cook Miss Blanche Pearl
Housemaid Miss Raynor
Mackay Mr. Walter Roy
Murdoch Mr. George Tawde
—Royalty, Glasgow.
22. *Between Dances*, comedietta, by Clark Nicholson—Royalty, Glasgow.
24. *The Dark Lady of the Sonnets*, interlude, in one act, by George Bernard Shaw.
The Warder Mr. Hugh B. Tabberer
William Shakespeare
Mr. Granville Barker
Queen Elizabeth .. Miss Suzanne Sheldon
Mary Fitton Miss Mona Limerick
—Haymarket.
24. *The Kiss*, one-act play, based by "George Paston" on Ludwig Huna's *Der Kuss*.
Catherine Hervey. Miss Alexandra Carlisle
Humphrey Wharton Mr. Eric Lewis
The Stranger Mr. Guy Standing
Mrs. Budgen Miss Florence Harwood
—Haymarket.
24. *The Portrait*, dance play, in one act, by Dora Bright—Prince of Wales's.
24. *The Sealed Island*, play, by the Rev. Father Sellon.—St. Alban's Hall, Finchley, N.
25. *The Home of the Hero*, military Episode, by Arthur Shirley.
Dr. Robert Ladell Mr. Robert Purdie
Jack Manners Mr. Geo. Goodwin
Watkins Mr. W. E. Wenham
Corporal Belton Mr. Henry Bedford
—Queen's, Keighley.
26. *Denton (Lab.)*, play, in one act, by F. S. A. Lowndes.
Sir George Egerton .. Mr. Thomas Sidney
Denton Mr. A. S. Homewood
—Little.
26. *Mount Pleasant*, play, in one act, by Mrs. Herbert D. Cohen.—Comedy.
26. *Bonnie Mary*, drama, in four acts, by H. F. Worsden.
Sir Mervyn Fairfax Mr. John Bush
George Fairfax Mr. Percy Dawson
Angus Melrose Mr. Harry Moffatt
Stephen Gaunt Mr. Clifford Hamilton
The Hon. Bertie Barlow Mr. Chas. Locke
Ebenazer Moss Mr. Victor Gordon
Sam Sharp Mr. Tom Chapman
Robert Dunn Mr. Fred Senior
James Mr. William Grant
Police Inspector Jarvis Mr. Frank Preston
Lady Lucy Cathcart .. Miss Phyllis Eiton
Doris Fairfax Miss Cherry Veheyne
Rosie Perks Miss Fanny Roberts
Mary Melrose Miss Dora Pass
—Royal, Sheffield.
27. *Colonel and Mrs. Henderson*, a comedietta by Ben Phillips.
Colonel Henderson. Mr. C. Aubrey Smith
Hon. Percy Anstruther .. Mr. Owen Nares
Kitty Henderson .. Miss Cathleen Nesbit
Mrs. Henderson .. Miss Rosina Filippi
—Playhouse.
27. *The Thief Maker*, protean sketch, adapted by Dan Beckett from Charles Dickens's "Oliver Twist"—Rehearsal.
27. *A Debt Repaid*, protean melodramatic sketch, by Dan Beckett—Rehearsal.
28. *Decorating Clementine*, comedy, in three acts, from the French of *Le Bois Sacré*, by Armand de Caillavet and Robert de Flers, adapted into English by Gladys Unger. Last performance (the twenty-second), December 17.
Paul Margerie Mr. Richie Ling
Monsieur Morel Mr. Louis Massen
Fargette Mr. Ernest Lawford
Courliot Mr. Guy Addison
Magnel Mr. Warburton Gamble
Vauvert Mr. Joseph Allenton
Durien Mr. Dreilmcourt Odium
Benjamin Mr. Charles Langley
Victor Mr. Charles Bishop
A Journalist Mr. George Lestock
Peter Mr. Gissing Watcys
An Author Mr. J. H. Brewer
Dourakine Mr. Robert Milasch
Clementine Margerie Miss Hattie Williams
Adrienne Morel Miss Doris Keane
Mme. De Ternay .. Miss Winifred Harris
Mme. Fauchel Miss Fleming Norton
Louise Miss Grace Moore
Count Zakouskine Mr. G. P. Huntley
—Globe

6. *The Dragons of Wrath*, Chinese play.

A Princess	Mme. Chung
A Prince	Mr. Hung Loo
A Prince	Mr. Yangtse Chin
A Royal Attendant	Mr. Wu
White Attendants } Miss Genevieve Ellis	
	Miss Rita
White Dancers ... }	Miss Sybil Maitland
	Miss Bernice Tupper
	—Little.

6. *Salome*, play, in two acts, by Eva Elwes.

The Tetrarch of Judea ..	Mr. L. E. Eykyn
Caius Lucius Hermanus..	Mr. J. B. Howard
Reuben-ben-Israel	Mr. Wal Kent
Uriah the Messenger..	Mr. Alfred Jefferys
Miciah	Mr. William Holloway
Castro	Mr. G. Parkhurst
Attendant	Mr. W. Holloway, jun.
The Queen of Iturea	Miss Eva Elwes
Salome	Miss Doris Macdonald
Elizabeth	Miss Annie Kent
Nessa	Mrs. George Leigh
Ogga	Miss Blanche Ashbrook
	—Empire, Cannonck.

7. *Her Answer*, musical duologue, written by S. J. Adair FitzGerald, with music by Napoleon Lambelet.

Bob Robinson	Mr. Cecil Cameron
Tom Brown	Mr. Richard Green
	—Royal Society of British Artists' Gallery.

8. *Salome*, opera, music by Richard Strauss, with book based upon the play by Oscar Wilde.

Salome	Mme. Aino Akté
Herodes	Herr Ernst Kraus
Herodias	Frau Ottilie Metzger
Ein Prophet	Mr. Clarence Whitehill
Narraboth	Mr. Maurice d'Oisly
Ein Page der Herodias..	Mme. E. Thornton
	{ Mr. Robert Radford
3 Cappadocien ... }	Mr. Arthur Wynn
	Mr. Chas. Knowles
	Mr. Harry Dearth
2 Soldaten	{ Mr. Lewys James
	—Covent Garden.

8. *The House Divided*, play, in four acts, by Essex and Arthur Lewis.

Rt. Hon. Thomas Ashland..	Mr. A. Lewis
Lady Claudia Ashland ..	Miss Essex Dane
Colonel Dick Mallory ..	

	Mr. A. Vane-Tempes
Lord Reginald Urquhart..	Mr. A. G. Onslow
Crayley Keston	Mr. Arthur Holmes-Gore
Mr. Pollock	Mr. Herbert Hewetson
Marguerite	Miss Maxine Verande
Maid	Miss May Butler
Carla Keston	Miss Darragh
	—Queen's.

8. *Mme. Lydie Yavorska* appeared at the Little in John Pollock's one-act tragedy, *Rosamond*, and in an act of *The Career of Nablotsky*, a comedy, by Prince Bariatinsky.9. *A special performance was given at the Savoy of Emile Cammaert's fairy play, "The Two Hunchbacks and Handel's *L'Allegro*9. *The Understudy*, play, in one act, dramatised by Walter Parke from a story by F. C. Philips. (Produced by the Rehearsal Company.)

Ada FitzJames ..	Miss Katherine Stuart
Lucy Mannering	Miss Josie Hurst
Mrs. Evans	Miss Katherine Fielder
	—Court.

10. *The Captain of the School*, story of public school life, in three acts, by Edward A. Parry and Fredk. Mouillot (originally produced, November 14, Gaiety, Manchester).
Tom Brant

Mr. Lionel Mackinder	Mr. Chas. Macdonna
Rev. Joseph McIntyre..	Mr. Chas. Macdonna
Martin Leonard	Mr. E. F. Mayeur

The Captain of the School (continued).

George Lister	Mr. Arthur Eldred
Archibald Brant	Mr. T. Gideon Warren
Daniel Corbett	Master Chas. Connought
Morley Murray	Master Harry E. Duff
James Thurlow	

	Master J. Evelyn Swinburne
Sergeant O'Flaherty ..	Mr. Alfred S. Barber
The Toastmaster	Mr. A. J. Nicholls
Mrs. Bessie Higgins	Mrs. G. Mouillot
Mrs. Brown	Miss Lucy Edwin
Rhoda McIntyre	Miss Dorothy Parry
Schoolboys	Stedman's School Choir
	—Gaiety.

12. *The Socialist*, a musical satire, in two acts, by H. Rottenburg, music by J. W. Ivimey,

lyrics by J. L. Crommelin-Brown, extra numbers by E. M. Besly and C. F. Smyly (originally produced at the New, Cambridge, November 17).	
George Fairleigh	Mr. A. K. O. Cochrane
Edwin Garvin	Mr. G. W. Prince
Lord Bertram Belmont ..	

	Mr. C. A. A. D-Hamilton
Billy Ferrers	Mr. R. A. Lloyd-Barrow
Brown	Mr. G. Hutchinson
Barlow	Mr. P. D. Ravenscroft
Jackson	Mr. P. J. Richardson
Victor Blackson	Mr. J. G. Robinson

	Mr. P. D. Ravenscroft
Members of the Botolph Hall Knavian Society	{ Mr. C. J. W. Miller
	Mr. C. Hutchinson
	Mr. J. B. Neale
	Mr. R. M. Dexter

Benjamin Berwick	Mr. H. Rottenburg
Timothy Stodge	Mr. E. W. Sharp
Sir Edward Keynegm	Mr. J. G. Annan
First Cook	Mr. C. J. W. Miller
Second Cook	Mr. L. S. Cole
Mrs. Miggie	Mr. R. L. Jump
Winkel	Mr. A. R. Inglis
Stella Hank	Mr. O. C. Hawkins
Luna Hank	Mr. H. V. Tennant
Professor C. R. Hank	Mr. J. B. Hales
Mrs. Berwick	Mr. E. G. Soper
	—Court.

12. *The Old Curiosity Shop; or, Quilp the Dwarf*, play, in four acts (produced by the Dickens' Repertory Company).

Sampon Brass	Mr. E. Brookes Cross
Sally Brass	Miss Amy Thomas
Mr. Quilp	Miss Violetta Blake
Mrs. Jiniwin	Miss Vera Grenville
Daniel Quilp	Mr. Frederick T. Harry
Nellie Trent	Miss Vera Grenville
Kit Nubbles	Mr. Edward Smith
The Grandfather	Mr. E. Lewis Wynn
Fred Trent	Mr. Harry B. H. Pearce
Dick Swiveler	Mr. R. Malcolm Morley
The Marchioness	Miss Kathleen Marriott
The Single Gentleman..	Mr. T. L. Adamson
Short	Mr. Leslie Eveleigh
Codlin	Mr. Walter Dexter
George	Mr. Thos. L. Adamson
Mrs. Jarley	Miss Maud E. Philp
Mr. Witherden..	Mr. Augustus J. Chinnery
	—Broadway.

12. *The Mark of Fate*, "magical, military, and mysterious play," in three acts, by an anonymous author.

Col. Chas. Watson ..	Mr. Manville Barnett
Captain David Bradleigh..	Mr. James Burt
Private Pat Mulligan..	Mr. Frank G. Fenn
Sergeant Beverley	Mr. Alfred Potts
Tomson	Mr. Frank Morton
Indian Servant	Mr. E. G. Williams
Hindoo Assassin	Mr. B. Sheldrake
Afghan Tribesman	Mr. G. Mockland
Lady Eton	Miss Lindsay Gray
Mrs. Watson	
Marie Watson	Miss Mollie Wynter
Lieutenant Jack Eton ..	
Messenger of the Gods }	Mr. John Warren
Walter Brodely, M.D. }	
	—Royal, Colchester.

14. *The Princess Clementina*, romantic play, in four acts, adapted by George Playdell and A. E. W. Mason, from the latter's novel, "Clementina." (Originally produced at the Royal, Cardiff, December 1.)
 James Stuart Mr. Eille Norwood
 Cardinal Origo Mr. Charles Allan
 Prince of Baden Mr. Nigel Playfair
 Count Otto von Ahlen .. Mr. Frank Tyars
 Sir John Hay Mr. Roland Pertuis
 Charles Wogan Mr. H. B. Irving
 Major Richard Gaydon .. Mr. Henry Vibart
 Captain John Misset .. Mr. Frederick Lloyd
 Captain O'Toole Mr. Ernest H. Ruston
 Harry Whittington .. Mr. Arthur Whitby
 Mr. Ballard Mr. J. Patric Curwen
 M. de Chateaudoux .. Mr. Arthur Curtis
 A Magistrate Mr. Stanley Howlett
 Usher Mr. C. A. Staite
 Innkeeper of "The Pilgrim" Inn
 Mr. L. Lowder
 Landlord of "The Green Cross"
 Mr. C. Trevor Roper
 First Corndealet Mr. Tom Reynolds
 Second Corndealet Mr. H. Robinson
 Third Corndealet Mr. W. H. Graham
 Princess Clementina Sobieska
 Miss Stella Patrick Campbell
 The Princess-Mother Miss Helen Rous
 Lady Featherstone Miss Grace Croft
 Jenny Miss Dorothea Baird
 A Landlady Miss Mary Foster
 —Queen's.
14. *The Girl from Chantilly*, musical farce, in three acts, from the German of Adolf Philip, English version by George V. Hobart, music by Jean Briquest.—Ladbroke Hall, W.
15. *The Verdict of the Majority*, play, in one act, by Neilson Morris. (Produced by the Play Actors.)
 Jack Masters Mr. Cecil A. Collins
 Lawrence Brabazon .. Mr. Ernest Young
 Martin Boucher Mr. Alfred Harris
 Arthur Graham Mr. Benedict Butler
 Edward Churchill Mr. Frank Randell
 Maura Brabazon Miss Helena Head
 —Court.
18. *Henry*, play, in one act, by Affleck Scott. (Produced by the Play Actors.)
 Henry Mr. A. L. Burke
 Mr. Brown Mr. Arnold Lucy
 Maudie Miss Vita Spencer
 Customer Mr. Frank Randell
 —Court.
18. *The Secrecy of the Ballot*, polemic, in one act, by Elfrida and Clarence Derwent. (Produced by The Play Actors.)
 Jim Clayton Mr. H. K. Ayliff
 Tom Mr. Charles King
 Sue Miss Alice Arden
 Robert Grant Mr. Clarence Derwent
 —Court.
19. *The Blue Bird*, fairy play, in five acts, by Maurice Maeterlinck, translated by Alexander Teixeira de Mattos. Revived with the addition of a new scene. (Originally produced at the Haymarket, December 8, 1909).—Haymarket.
20. *Our Little Cinderella*, play, with music, in three acts, by Leo Trevor, lyrics by Arthur Wimperis, music by Herman Löhner.
 Lord Punterfield Mr. Cyril Maude
 The Prince Mr. Herbert Bromilow
 Hurlingham Mr. H. Robert Averell
 Roehampton Mr. Neville Knox
 Ranelagh Mr. Rix Curtis
 Massenger Mr. Henry J. Ford
 Lord Chamberlain .. Mr. John Harwood
 Mrs. Bloomer Miss Maidie Hope

Our Little Cinderella (continued).

Marathon Miss Ethel Morrison
 Crecy Miss Emma Chambers
 Witch Hazel Miss Dorothy Dayne
 Cinderella Miss Margery Maude
 Fairy Teenie Wee, Miss Renée Mayer;
 Fairy Icklesing, Miss Nora Roylance;
 Fairy Squibb, Miss Marcelle Kreutz;
 Fairy Tinymite, Miss Beatrice Griffiths;
 Fairy Wigglewog, Miss Dorothy Turner;
 Coachman, Miss Dolly Summers; Fairies,
 Guests, Huntsmen, Trumpeters, etc.,
 Misses Lillian Drew, Kathleen Hayes,
 Muriel Hall, Nora Laming, Eva Rowland,
 Gertrude Hanne, Hilda Barita, Dorothy
 Lane, Doris Champneys, Violet Lingard,
 Lillian Bell, Clarissa Batchelor, Elsie
 Spencer, Messrs. Patrick Murray, Percival
 Thorne, Wilfred Essex, Kingsford Short-
 land, Albert Derrick, Charles Stedman,
 George Gregson, Otto Alexander.
 —Playhouse.

21. *The Piper*, children's play, in four acts, by Josephine Preston Peabody (originally produced at Stratford-on-Avon, July 26).
 The Piper Mr. F. R. Benson
 Michael Mr. Eric Maxon
 Cheat-the-Devil Mr. Alfred V...
 Jacobus Mr. Alfred Brydone
 Kurt Mr. J. M. Johnston
 Peter Mr. Wilfrid Calthness
 Hans Mr. Harry Caine
 Axel Mr. John Howell
 Martin Mr. John Maclean
 Peter Mr. Nigel Barrie
 Ansem Mr. Murry Carrington
 Old Claus Mr. J. Fraser Outram
 Town Crier Mr. Frank Growcott
 Jan Miss Hetty Kenyon
 Hansel Miss Kathleen Yorke
 Ise Miss Clarissa Feltoun
 Trude Miss Marie Sewell
 Rudi Master Charles Evans
 Veronika Miss Marion Terry
 Barbara Miss Violet Farebrother
 Wife of Hans .. Miss Marjorie Patterson
 Wife of Axel Miss Fielden Kaye
 Wife of Martin .. Miss Ethel McDowall
 Old Ursula Miss Elinor Aiekin
 —St. James's.

22. *Colin in Fairyland*, fairy play, in two acts, founded on George MacDonald's story, "The Carasoy," by G. J. Hamlen, with music by Albert Cazabon.

MORTALS.

Colin Miss Ruby Gray
 Tammas Mr. Campbell Gullan
 Tangle Miss Kathleen Clifford
 Duke of Brodieck... Mr. Frank Cochrane
 Duchess of Brodieck Miss Elspeth Dudgeon
 The Lady Gwendolen Glen-Sannox
 Miss Margaret Nyblac
 James Mr. J. T. Macmillan
 M'Tavish Mr. Graham Moffat
 McClusky Mr. George Lawe
 Luckie McGraw .. Mrs. Graham Moffat

FAIRIES.

The Fairy Queen .. Miss Elaine Sleddall
 Eglantine Miss Muriel Pope
 Peterkin Mr. Cyril Griffiths
 Silversnout Miss Irene Clarke
 Tweak Master Bobbie Holton
 Twitcher Master Jack Hardy
 Dottheob Mr. Walter Roy
 The Old Woman Miss Lola Duncan
 Chanteceleer Mr. Harold Chapin
 Twinkle, Miss Eve Titheradge; Sparkle,
 Miss Greta Alston; Jack o' th' Lanthorn,
 Miss Gwen Jackson; Rippled, Miss Lucy
 Newton; Gurgle, Miss Rita Roberts;
 Murmur, Miss Luna Holton; Sombre, Miss

Colin in Fairyland (continued).

Alleyne; Splash, Miss Rosa White; Flash, Miss O'Callaghan; Flicker, Miss Phoebe Harker; Phosphor, Miss Calypso Valetta; Twig, Miss Phyllis Thornton; A Flame, Miss Kathleen Smith; 1st Gnome, Master Seagar; 1st Cobbler, Master Gunnel; 2nd Cobbler, Master Lewis; 3rd Cobbler, Master Codd; 4th Cobbler, Master Burch; 5th Cobbler, Master King; 6th Cobbler, Master Fielder. Other Gnomes and Fairies by the Misses Violet Fraser, Wilhelmina Jack, Chris. Justice, Daisy McCall, Maggie McFarlane, Jane McDonald, Alice Tait, Madge Ormonde, Nana Petrie, Rose Pollock, Ina Robin, Lizzie Swan.
—Royalty, Glasgow.

23. *Homeward Bound*, play, in four acts—Globe.

23. *Love's Honour*, play, in one act, by Herbert T. Rainger.
Sergeant Duchêne Mr. Arthur Hare
Sergeant Latour Mr. H. T. Rainger
Philippe Mr. Leslie Rea
Mme. Duchêne Mrs. Bartholomew
Prussian Officer .. Mr. J. C. M. Ferguson
Prussian Soldiers { Mr. S. Wilkins
 Mr. H. Bunston
—Opera House, Cheltenham.

24. *Cinderella*—Broadway.24. *Cinderella*—Coronet.24. *Cinderella*—Lyric, Hammersmith.24. *Robinson Crusoe*—Grand, Croydon.24. *Babes in the Wood*—Crystal Palace.

26.* *Alice in Wonderland*, children's play, being a dramatisation of incidents in Lewis Carroll's book, by H. Saville Clarke, music by Walter Slaughter. (Originally produced at the Prince of Wales's, December 23, 1886.)

CHARACTERS IN ACT 1.

Mad Hatter Mr. Franklyn Vernon
Mock Turtle Mr. Roland Henry
Gryphon Mr. Leedam Stanley
March Hare Miss Doris Walker
White Rabbit Miss Christine Jensen
Caterpillar Mr. Dan Leno
Duchess Miss Maisie Riversdale
Cook Miss Yvonne Schofield
Cheshire Cat Miss Bertha Schwartz
Dormouse Miss Mattie Block
First Lobster Miss Hilda Boot
First Fairy Miss Violet Denzel
King of Hearts ... Mr. Bryan O'Sullivan
Queen of Hearts ... Miss Ella Anderson
Knave of Hearts ... Mr. Roy Jefferies
Executioner Mr. Alex. M. Lee
Alice Miss Ivy Sawyer

CHARACTERS IN ACT 2.

Mad Hatter Mr. Franklyn Vernon
White Queen Miss Ella Anderson
White King Mr. Roy Jefferies
Lily Miss Elaine Lea
Rose Miss Winifred Linder
Red Queen Miss Maisie Riversdale
Red King Mr. Dan Leno
Oyster Queen Miss Hilda Boot
First Oyster Miss Bertha Schwartz
Second Oyster ... Miss Christine Jensen
Tweedledee Mr. Roland Henry
Tweedledum Mr. Leedam Stanley
Carpenter and Humpty Dumpty
 Mr. Alex. M. Lee
Walrus Mr. Bryan O'Sullivan
Unicorn Master Friston
Lion Master Board
Alice Miss Ivy Sawyer
—Savoy.

26. *Collaborators*, duologue, by Mrs. Mouillot and Arthur Eldred—Gaiety.

26. *Little Boy Bluebeard*, "poster pantomime."

Mrs. Brown Mr. Andrew Pace
John Walker-Brown ... Mr. Powis Pinder
Miss Cantrell Cochrane. Miss P. Beadon
Birdie Custard Miss Elsie Reamer
Zivola Zambrene Miss Ethel Quarrie
Bibendum Mr. F. H. Monument
Bluebeard Mr. Harry Taylor
Bo-Peep Miss Norah Blaney
Roneo Mr. Max Cardiff
—Court.

26.* *The Girl Who Took the Wrong Turning*, play, in four acts, by Walter Melville. (Originally produced at the Standard, October 1, 1906.)

Willie Mason Mr. H. E. Herbert
Jack Fenton Mr. E. Vassall Vaughan
Johnny Walker Mr. Fred Ingram
Joe Fletcher Mr. John Wilson
Peter Mr. G. Brackley
Sandy Mr. Jack Clarke
Davis Mr. T. Edwards
Mr. Dough Mr. George Wray
Mr. Grabball Mr. G. Lacey
Bill Slater Mr. Sydney Sari
Richard Fenton ... Mr. Ellis J. Preston
James Harcourt ... Mr. H. Lane Bayliff
John Mathews Mr. C. Carter
Maggie Miss Alice Benton
P. C. Sharp Mr. Walter Thornton
Hopbit Mr. Frank Norman
—Aldwych.

26.* *Charley's Aunt*, farcical comedy, in three acts, by Brandon Thomas. (Originally produced at Bury St. Edmunds, February 29, 1892; Royalty, December 21, 1892.)

Sir F. Chesney. Mr. T. McCausland Stewart
Stephen Pettigree Mr. Henry Hare
Jack Chesney Mr. Cecil Kerr
Charley Wykeham .. Mr. Robert Burnett
Lord Fancourt Babberley
 Mr. Hugh Wakefield
Brassett Mr. Sydney Compton
Lucia D'Alvadarez. Miss Audrey Stafford
Kitty Verdun Miss Bertha Northam
Amy Pettigree Miss Phyllis Back
Ela Delahay Miss Sylvia Morris
—Savoy.

26. *The Mystery of the Walled-up Wall*, play, in three acts, adapted from *La Citerne d'Albi* by D'Ennery.

Hubert Mr. Henry Ainsworth
Laouette Mr. George Delaforte
M. Delalonde Mr. Charles Ludlow
Jules Dervilli Mr. Cyril Dane
François Miss Babbs Johnson
Auguste Miss Winnifred Hays
Tonl Miss Ida Laurence
Madame Delporte .. Miss Una Bruckshaw
Madame Lablanc Miss Ruby Forbes
Jeannette Miss Violet Clark
Antoinette Miss May Hollom
—Royalty.

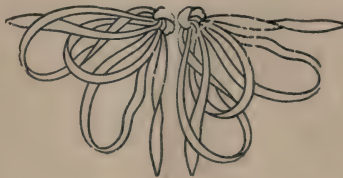
26.* *Peter Pan; or, The Boy Who Wouldn't Grow Up*, play, in three acts, by J. M. Barrie. (Originally produced at the Duke of York's, December 27, 1904.)—Duke of York's.

26. *The Missing Maid*, musical comedy, words and music by W. T. Gliddon, with additional numbers by Jacques Henri. (Originally produced at the Royal, Lincoln, May 14, 1908; Grand, Croydon, November 30, 1908, as *The Flower Girl*, but since revised by George Unwin.
—Empire, Swindon.

26. *The Recompense*, play, in one act, by Stanley Cooke and Cyril Harcourt. Capt. Jim Wilberforce..Mr. William Stack Doris Wemess.....Miss Kathleen Maude Arthur Wemess.....Mr. Reginald Besant Gray.....Mr. George Robinson
—Grand, Blackpool.
26. *Jack the Giant Killer*—Royal, Woolwich.
26. *Jack and the Beanstalk*—Drury Lane.
26. *Forty Thieves*—Borough.
26. *Forty Thieves*—Britannia.
26. *Babes in the Wood*—Brixton.
26. *Aladdin*—Elephant and Castle.
26. *Aladdin*—Kennington.
26. *Red Riding Hood*—County, Kingston.
26. *Cinderella*—Lyceum.
26. *Dick Whittington*—Marlborough.
26. *Dick Whittington*—Sadler's Wells.
26. *Sinbad the Sailor*—Shakespeare.
26. *Cinderella*—Hippodrome, Crouch End.
26. *Dick Whittington*—Empire, Edmonton.
26. *Jack and Jill*—Empire, Holloway.
26. *Babes in the Wood*—Hippodrome, Ilford.
26. *Red Riding Hood*—Palace, Tottenham.
26. *Cinderella*—Palace, Walthamstow.
26. *Dick Whittington*—King's.
26. *Jack and Jill*—Wimbledon.
26. *Sinbad*—Dalston
26. *Dick Whittington*—Paragon.
27. *Les Petits Riens*, Mozart's ballet.—Little.
27. *The Admiral Speaks*, play, in one act, by Major W. P. Drury (Originally produced at a Balaclava *matinée* at the Alhambra on October 22).—Comedy.
- 27.**The Fotheringay*, play, in one act, adapted from Thackeray's "Pendennis" by Patrick Kirwan. (Originally produced October 29, 1903, Bijou, Bayswater.)
The Fotheringay..Miss Gertrude Kingston
Captain Costigan Mr. Patrick Kirwan
Arthur Pendennis..Mr. Everard Vanderlip
Major Pendennis..Mr. Robert C. Harcourt
Bowes Mr. Arthur Fane
—Little.
- 31.**Beau Brocade*, romantic play, in four acts, by Baroness Orczy and Montague Barstow. (Originally produced Devonshire Park, Eastbourne, May 4, 1903; Coronet, June 1, 1903.)
Captain Jack Bathurst ("Beau Brocade") Mr. Bertram Wallis
Duke of Cumberland..Mr. Edward Ferris
The Earl of Stretton..Mr. Richard Neville
Sir Humphrey Challoner..Mr. J. J. Bartlett
Squire West Mr. Horton Cooper
Jock Miggs Mr. E. Irwin
Jeremiah Inch Mr. Herbert Greville
Betty Miss Gillian Scaife
Lady Patience Gascoyne..Miss Grace Lane
—Globe.

NEW THEATRES AND MUSIC HALLS OPENED.

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|---|--|
| June 6.—New Alexandra, Washington. | Oct. 3.—Coliseum, Bristol. |
| July 11.—Britannia Pier Pavilion, Great Yarmouth. | „ 11.—The Little Theatre, Adelphi. |
| „ 25.—New Royal, Barry, opened with a performance of "The Dairymaids," by Mr. Robert Macdonald's company. | „ 24.—Kingston Empire. |
| Aug. 1.—New Boro', North Shields. | Nov. 2.—King's, Kilsyth. |
| „ 1.—New Hippodrome, Croydon. | „ 3.—Whitehall, East Grinstead. |
| „ 3.—Pier Pavilion, Herne Bay. | „ 5.—Re-opening of the re-constructed Adelphi, with production of "The Quaker Girl." |
| „ 22.—New Hippodrome, Neath. | „ 26.—New Palace, Rugby. |
| Sept. 5.—Empire, Smethwick. | Dec. 8.—New Pavilion, Northwich. |
| „ 5.—Pinsbury Park Empire. | „ 26.—Empire, Shirebrook, (Derbyshire). |
| | „ 26.—New Theatre, Wimbledon. |
| | „ 26.—The Palladium. |



INDEX TO PLAYS.

ALPHABETICAL LIST OF PLAYS PRODUCED IN THE BRITISH ISLES
DURING THE YEAR 1910.

Full particulars and casts will be found in the preceding pages.

The particulars in parentheses refer to prior productions in the country or to subsequent London presentations.

- ACCOLADE, THE—June 16, Court.
ADMIRAL SPEAKS, THE—December 27, Comedy.
ADVENTURES OF NOBBLER AND JERRY, THE—(S.P.) June 29, Royal, Stratford.
AISSE—(S.P.) May 13, Court.
ALIAS JIMMY VALENTINE—(S.P.) January 12, Playhouse; March 29, Comedy.
ALLEGRO L'—November 14, Savoy; December 9, Savoy.
ALMOST HIS BRIDE—April 4, Lyric, Hammersmith. (September 3, 1909, Royal, Preston.)
ANGEL OF HIS DREAMS, THE—October 17, Lyric, Hammersmith. (April 26, 1909, Royal, Castleford.)
APPLE OF EDEN, THE—August 22, Elephant and Castle.
ARTFULNESS OF ADA, THE—March 21, O.H., Woolwich. (February 23, Pleasure Gardens, Folkestone.)
ATONEMENT—(S.P.) July 30, Alexandra, Birmingham. Production: August 18, Empire, Fleetwood.
AUGUSTUS IN SEARCH OF A FATHER—January 30, Court.
BALKAN PRINCESS, THE—February 19, Prince of Wales's.
BALL OR A MOTOR, A—February 14, King's.
BARBAREZA—(S.P.) August 22, Playhouse.
BARDELYS THE MAGNIFICENT—August 29, Royal, Birmingham.
BASSO-PORTO—March 4, Lyric.
BEDOUIN BEAUTY, A—August 29, O.H., Woolwich. (August 22, Devonshire Park Eastbourne.)
BEFORE THE DAWN—February 7, Gaiety Manchester.
BEGGAR PRINCESS, THE—March 28, Ronda, Liverpool.
BEHIND THE VEIL—November 2, Coronet.
BETTY—April 28, Rehearsal.
BETWEEN DANCES—November 22, Royalty Glasgow.
BETWEEN THE SOUP AND THE SAVOURY—May 31, Albert Hall; October 19, Playhouse.
BILLY'S BARGAIN—June 23, Garrick.
BIRTHRIGHT—October 27, Abbey, Dublin.
BISHOP'S FORTUNE, THE—July 8, Court.
BISHOP'S SON, THE—August 18, Grand, Douglas. (September 23, Garrick.)
BLARNEY; OR, THE LOVE CURE—(S.P.) January 7, Court.
BLASE BARONET, THE—January 14, Royal, Huddersfield.
BOLT FROM THE BLUE, A—September 6, Duke of York's.
BONNIE MARY—(S.P.) November 20, Royal, Sheffield.
BOOKWORMS, THE—April 1, West London.
BOUNDER, THE—February 24, Wandsworth Town Hall.
BOUQUETS FOR BREAKFAST—(S.P.) October 18, Ladbroke Hall.
BOY KING, THE—October 3, Junction Manchester.
BROKEN ROSARY, A—(S.P.) February 15, Ladbroke Hall.
BROWNIES, THE—June 9, Broomwood Road School, Clapham.
BUILDING FUND, THE—June 18, Court.
BY AND BY—February 25, Lyceum Club.
BY MUTUAL AGREEMENT—April 11, Prince's, Manchester.
CAPT'N JACK—September 5, O.H., Woolwich.
CAPTAIN KIDD—January 12, Wyndham's.
CAPTAIN OF THE HOSTS—March 8, O.H., Belfast.
CAPTAIN OF THE SCHOOL, THE—November 14, Gaiety, Manchester; December 10, Gaiety.
CAREER OF HENRY JONES, THE—October 30, Court.
CAREER OF NABLOTSKY, THE—(One act only) December 8, Little.
CHAIN, THE—October 7, Marlborough (September 5, New, Cardiff)
CHAMPIONS OF MORALITY—May 22, Aldwych.
CHARLES, HIS FRIEND—February 14, Shakespeare.
CHASING CYNTHIA—October 3, Winter Gardens, Bootle.
CHEMINEAU, LE—October 12, Covent Garden.
CHILD OF THE STREETS, A—January 3, Royal, Stratford (September 15, 1909, Grand, Walsall).
CHIMES, THE—January 4, Oddfellows' Hall, Jersey.
CHOCOLATE SOLDIER, THE—September 10, Lyric.
CHOICE, THE—June 6, Gaiety, Manchester.
CIVIL WAR—June 5, Aldwych.
CLIMAX, THE—February 26, Comedy.
CLOISTER, THE—October 3, Gaiety, Manchester.
COASTGUARD'S DAUGHTER, THE—November 14, Elephant and Castle (July 25, Junction, Manchester as "The Hand that Rocks the Cradle").
COATS—December 1, Abbey, Dublin.
COLIN IN FAIRYLAND—December 22, Royalty, Glasgow.
COLLABORATORS—December 26, Gaiety.
COMING HOME—January 19, Royalty, Glasgow.
COLONEL AND MRS. HENDERSON—November 27, Playhouse.
COMING OF AIDEN, THE—May 18, Irish Theatrical Club, Dublin.
COMPANY FOR GEORGE—October 15, Kingsway.
COMPENSATION—May 23, Queen's, Manchester.

- COST OF CRINGING, THE—October 8, Royalty.
- COUNT FESTENBERG—March 20, Shaftesbury.
- COUNT HANNIBAL—October 20, New (March 18, 1909, Prince's, Bristol).
- COWARD, THE—(S.P.) October 27, Hippodrome, Birkenhead.
- CRIMSON BUTTERFLY, THE—January 31, East, Oxford.
- CRIMINAL'S BRIDE, A—August 1, Pavilion (July 25, Grand, Brighton).
- CRISIS, THE—August 31, New (August 22, Pier Pavilion, Hastings).
- CROSS ROADS, THE—June 20, Court.
- CUPID IN CLAPHAM—March 20, Court.
- CURE, THE—February 3, Stoke Parish Hall, Coventry.
- CURING A SELFISH HUSBAND—April 4, Devonshire Park, Eastbourne.
- DAME NATURE—January 20, Garrick.
- D'ARCY OF THE GUARDS—September 27, St. James's.
- DARK LADY OF THE SONNETS, THE—November 24, Haymarket.
- DAUGHTER OF DOYLE'S, A—April 7, Gaiety, Manchester.
- DAUGHTER OF POLAND, A—April 23, Marlborough.
- DAWN OF A TO-MORROW, THE—May 13, Garrick (May 2, Shakespeare, Liverpool).
- DAY OF ST. ANTHONY, THE—November 10, Assembly Rooms, Wood Green.
- DEADLOCK, THE—(S.P.) January 18, Court.
- DEBT REPAID, A—November 27, Rehearsal.
- DECENT THING, THE—January 30, Court.
- DECORATING CLEMENTINE—November 28, Globe.
- DEIRDRE OF THE SORROWS—May 30, Court (January 13, Abbey, Dublin).
- DENTON (LAB.)—November 26, Little.
- DR. JEKYLL AND MR. HYDE—January 29, Queen's.
- DOUBLE DUMMY—March 8, Cripplegate Institute.
- DRAGON OF WRATH, THE—December 6, Little.
- DREAM FLOWER, THE—February 10, Strand.
- DRIVING A GIRL TO DESTRUCTION—May 23, Royal, Edmonton (February 7, Royal Belfast).
- DUCHESS OF DOWN, THE—June 17, Rehearsal.
- DUD OF THE FAMILY, THE—February 27, Criterion Restaurant.
- DUELLIST, THE—July 1, Royal, South Shields.
- ECCENTRIC LORD COMBERDENE—November 19, St. James's.
- EFFIE—August 29, Gaiety, Manchester.
- ELDEST MISS DARRELL, THE—October 28, Court.
- ELEKTRA—February 19, Covent Garden.
- ELOQUENT DEMPSEY, THE—June 6, Court (June 20, 1906, Abbey, Dublin).
- ETERNAL QUESTION, THE—August 27, Garrick.
- EVE OF THE WEDDING, THE—February 20, Rehearsal.
- EXCELSIOR DAWSONS, THE—February 14, Royalty, Glasgow.
- FACING THE WORLD ALONE—October 17, Britannia (March 30, P.O.W., Grimsby, as "I Want to be Loved").
- FAITH OF OUR FATHERS, THE—July 13, Royal, West Stanley.
- FALSE DAWN—November 20, Court.
- FASCINATING PEGGY—May 23, Royal, Torquay.
- FEMALE DETECTIVE, THE—May 30, Osborne, Manchester.
- FESTA D'ADERNO, LA—March 11, Lyric.
- FEUERSNOT—July 9, His Majesty's.
- FINAL PHASE, THE—February 4, Rehearsal.
- FLAME, THE—June 30, Shaftesbury.
- FLIGHT—April 25, Royal, Stanley.
- FLUTE OF PAN—March 3, Playhouse.
- FOLLY'S FORTUNES—April 11, Royal Stratford (December 20, 1909, Carlton, Birmingham).
- FOR OLD TIMES' SAKE—March 28, Clarence, Pontypridd.
- FOR THE LAND WE LOVE—November 4, Lyceum, Stafford.
- FOR THE SAKE OF CHARITY—May 30, St. Albans Parish Hall, Acton.
- FORZA DEL DESTINO, LA—Kennington.
- FRAME, THE—March 20, Court.
- FROM MILL GIRL TO MILLIONAIRESS—August 22, Pavilion.
- FUGITIVE, THE—May 31, Abbey, Dublin.
- FULL MOON, THE—November 10, Abbey, Dublin.
- GABRIEL GRANT—GAMBLER—February 14, Shakespeare.
- GARDEN OF EVE, THE—July 1, Zoo Gardens, Clifton.
- GENTLEMEN OF THE PRESS—September 12, Gaiety, Manchester.
- GEOFFREY LANGDON'S WIFE—January 17, Royal, Stratford (June 22, 1908, Rotunda, Liverpool).
- GIRL FROM CHANTILLY, THE—(S.P.) December 14, Ladbroke Hall, W.
- GIRL IN THE TRAIN, THE—June 4, Vaudeville.
- GIRL OF MY DREAMS, THE—(S.P.) July 22, Ladbroke Hall.
- GIRL ON THE BOAT, THE—October 10, Brixton (June 10, 1909, Royal, Worthing, as "The Cruise of the Constance.")
- GLASS HOUSES—June 6, Globe.
- GLITTERING GATE, THE—June 6, Court.
- GODS AT PLAY, THE—May 18, Irish Theatrical Club, Dublin.
- GOING TO THE BALL—June 6, New Oxford.
- GOLDFISH, THE—March 3, Playhouse.
- GOLIAH QUAGG—(S.P.) February 15, Ladbroke Hall, W.
- GOLLIWOG, THE—(S.P.) November 2, Ladbroke Hall, W.
- GRACE—October 15, Duke of York's.
- GREATER LOVE, THE—April 11, Royal, Edinburgh.
- GREATER SIN, THE—May 16, Royal, Stratford (February 19, Grand, Aberaman).
- GREEN HELMET, THE—June 22, Court (February 10, Abbey, Dublin).
- GRETA—July 22, Opera House, Harrogate.
- GULF, THE—March 20, Court.
- HABANERA, LA—July 18, Covent Garden.
- HAPPY GO LUCKY O'LYNN—September 3, Royal Court, Warrington.
- HAND THAT ROCKS THE CRADLE, THE—(S.P.) March 10, Junction, Manchester; July 25, Junction, Manchester (November 14, Elephant and Castle, as "The Coast-guard's Daughter").
- HARVEST—June 7, Court (May 19, Abbey, Dublin).
- HEAVENLY VISION, THE—June 13, Rehearsal.
- HEIRESS, THE—June 13, Royal, Birmingham.
- HELENA'S PATH—May 3, Duke of York's.
- HENRY—December 18, Court.
- HER ANSWER—December 7, Royal Society of British Artists' Gallery.
- HER HUSBAND'S WIFE—February 14, Globe.
- HER KING OF MEN—March 17, Empire, Swindon.

- HER ATH OF SORROW—March 14, Royal, W. lwich (S.P.) Royal, Barry, November 17, 09. Production: Prince's, Accrington, December 27, 1909).
- HER RUINED LIFE—December 5, Clarence, Pontypridd.
- HER SECRET LOVER—June 27, Royal, Stratford (S.P.) O.H., Dudley, December 1, 1908. Production: Royal, Wolverhampton, February 8, 1909).
- HIS INDIAN August 1, Elephant and Castle.
- HIS LAST STAGE—January 30, Court.
- HIS LORDSHIP'S CURE—July 12, Apollo.
- HIS REAL WIFE—August 15, Lyric, Hammersmith (S.P.) September 16, 1909. Lyric, Hammersmith. Production: December 27, 1909, Court, Warrington).
- HOME-COMING, THE—March 28, Molesworth Hall, Dublin.
- HOME-COMING, THE—November 18, Aldwych.
- HOME OF THE HERO, THE—(S.P.) November 25, Queen's, Keighley.
- HOME TRUTHS—September 28, Coronet.
- HOMEWARD BOUND—(S.P.) December 23, Globe.
- HOUR OF TEMPTATION, THE—October 20, Royal, Bury St. Edmunds.
- HOUSE DIVIDED, THE—December 8, Queen's.
- HOUSE DIVIDED, THE—April 23, Balfour Institute, Liverpool.
- HOW COTTLE FELL FROM GRACE—August 22, Royalty, Glasgow.
- HOW IT'S DONE—July 14, Shaftesbury.
- HUNDRED YEARS HENCE, A—April 27, Lyceum Club.
- HUNTING MORN, A—September 21, Pier Pavilion, Worthing.
- I WANT TO BE LOVED—March 30, P.O.W., Grimsby (October 17, Britannia, as "Facing the World Alone.")
- IDOLS' EYES, THE—February 14, Shakespeare.
- IMAGE, THE—June 1, Court.
- IM WEISSEN ROSSL—March 7, Cripplegate Institute.
- INCONSTANT GEORGE—October 1, Prince of Wales's.
- IRON KING, THE—June 20, Metropole, Devonport.
- ISLANDER, THE—April 23, Apollo.
- IT'S ALWAYS THE WOMAN—June 20, Shakespeare.
- JACK'S LITTLE JOKE—June 6, Alexandra.
- JEAN—May 16, Royalty, Glasgow.
- JIM'S SWEETHEART—April 27, Lyceum Club.
- JOANNA FROM BOOKER'S FLAT—January 31, Royal, Bury.
- JOHN BERKELEY'S GHOST—October 27, County, Bedford.
- JOLLIES, THE—April 30, Grand, Chorley.
- JUDGE NOT—May 28, Queen's.
- JUMBO IN RUMBOLAND—January 8, Parkhurst Hall, Manchester.
- JUSTICE—February 21, Duke of York's; February 21, Royalty, Glasgow.
- JUST TO GET MARRIED—November 8, Little.
- KARL'S LUCK—July 1, Kelly's, Liverpool.
- KING OF DIAMONDS, THE—August 8, Carlton, Saitley.
- KING OF MYSTONIA, THE—March 28, Grand, Chorley.
- KING OF THE WILD WEST—September 26, Borough, Stratford.
- KING'S ROMANCE, THE—August 15, King's, Hammersmith (March 28, P.O.W., Salford).
- KISS, THE—November 24, Haymarket.
- LADY BETTY—March 4, Royalty.
- LAST DROP, THE—May 16, Royal, Nottingham.
- LAST MAN IN, THE—March 14, Royalty, Glasgow.
- LAW OF THE ZINGALI—May 3, Royal, Worthing.
- LAY FIGURE, THE—March 17, Royal Academy of Music.
- LAST NIGHT, THE—October 3, Royal, York.
- LESSON IN RINKING, A—August 13, P.H., Birchington.
- LIE, THE—October 17, Opera House, Belfast.
- LIFE OF A ROSE, THE—July 8, Court.
- LIFE'S IMPORTANCE—March 20, Shaftesbury.
- LIKELY STORY, A—May 27, Court.
- LILY QUEEN, THE—June 7, Queen's.
- LIONESS AND HER WHELP, A—February 13, Shaftesbury.
- LITTLE BOY BLUEBEARD—December 26, Court.
- LIVING DEAD, THE.—January 1, Court.
- LOOKING FOR TROUBLE—July 4, West Pier, Brighton.
- LORD OF THE HARVEST, THE—May 27, Court.
- LORD PROTECTOR, THE—December 1, Temperance Hall, Leicester.
- LOVE IS PASSING—May 23, Rehearsal.
- LOVELY WOMAN—August 1, Royal, Canterbury.
- LOVE O' LIFE—June 17, Court.
- LOVE'S COMEDY—February 4, Rehearsal.
- LOVE'S HONOUR—December 23, Opera House, Cheltenham.
- LOVE AND THE CONQUEROR—July 4, Elephant and Castle (December 15, 1908, Palace, Newcastle).
- LUCIFER—December 6, Little.
- LUCKY 'LIZA—April 11, Artillery, Woolwich (May 7, 1906, Paisley).
- LYSISTRATA—October 11, Little.
- MACHINATIONS OF MARIA—April 28, Rehearsal.
- MADCAP BETTY—(S.P.) March 19, Freehold Institute, Hornsey.
- MADRAS HOUSE, THE—March 9, Duke of York's.
- MAKE BELIEVE—May 16, Royal, Margate.
- MALINCHE—October 27, Mechanics' Hall, Nottingham.
- MAN AND THE MOMENT, THE—November 4, St. Gabriel's Hall, Cricklewood.
- MAN FROM THE SEA, THE—September 20, Queen's.
- MAN OF FATE, THE—May 30, Queen's, Manchester.
- MAN'S HERITAGE—April 28, Rehearsal.
- MARAUDER, THE—March 21, Adelphi.
- MARGARET CATCHPOLE—July 31, P.O.W., Birmingham (October 19, Grand, Croydon).
- MARK OF FATE, THE—December 12, Royal, Colchester.
- MARRIAGE MART, THE—April 11, H.M., Carlisle.
- MARRIAGE OF COLUMBINE, THE—February 20, Court.
- MARRIED TO THE WRONG WOMAN—August 1, Gaiety, Dundee.
- MARTYRS OF SEBASTE, THE—Caxton Hall, S.W.
- MARY—April 15, Abbev, Dublin.
- MASQUE OF SHAKESPEARE, THE—June 30, St. Dunstan's, Regent's Park.
- MASTER MAN, THE—April 25, Pavilion (April 18, Royal, Plymouth).
- MASTER OF THE HOUSE, THE—September 26, Gaiety, Manchester.
- MASTER OF THE MILL, THE—May 23, Shakespeare.
- MATTER OF MOMENT, A—May 24, Criterion Restaurant.

- MAW; OR, THE SQUAB LADY—October 6, Terry's.
- MEDICINE MAN—April 21, St. George the Martyr's School, W.C.
- MELLSTOCK QUIRE, THE—November 18, Corn Exchange, Dorchester.
- MEMORY OF THE DEAD, THE—April 14, Abbey, Dublin.
- MENDERS OF NETS, THE—November 12, Queen's.
- MERCIFUL SOUL, THE—November 8, Little.
- MERRY TERRITORIAL, THE—September 19, Opera House, Dudley.
- MIDNIGHT MEETING, A—May 21, Globe.
- MIDNIGHT VISITOR, A—October 22, Alhambra, Brighton.
- MILES DIXON—November 21, Gaiety, Manchester.
- MILLIE'S MOTHER—January 18, Criterion.
- MISALLIANCE—February 23, Duke of York's.
- MISSING MAID, THE—December 26, Empire, Swindon.
- MISS PLASTER OF PARIS—March 14, Pier Pavilion, New Brighton.
- MISS TASSEY—March 20, Court.
- MIST THAT DOST BE ON THE BOG, THE—March 7, Opera House, Belfast.
- MRS. MARKHAM'S LAST FLIRTATION—March 17, Royal Academy of Music.
- MRS. SKEFFINGTON—October 21, Queen's.
- MODERN MEDEA, A—July 8, Rehearsal.
- MOLL—June 24, Royal, Scarborough.
- MONEY AND THE GIRL—March 3, Playhouse.
- MOODS—November 19, Stanley Hall, Norwood.
- MORNING AFTER, THE—(S.P.) March 19, Freehold Institute, Hornsey.
- MOTHER TO BE—February 7, Gaiety, Manchester.
- MOUNT PLEASANT—November 26, Comedy.
- MUGUETTE—May 25, His Majesty's.
- MY LADY BELLAMY—June 20, Royal, Woolwich (April 11, Royal, Margate).
- MY LADY BETTY—April 11, Royal, Margate.
- MY NEIGHBOUR'S WIFE—November 30, Royal, Leamington.
- MYSTERY OF THE FENS, THE—July 18, Metropole, Devonport.
- MYSTERY OF THE WALLED-UP WALL, THE—December 26, Royalty.
- NABOCLISH, THE—May 31, Abbey, Dublin.
- NAKED TRUTH, THE—April 14, Wyndham's.
- NANCY'S MANŒUVRE—April 14, Albert Hall.
- NAUGHTY MARIETTA—(S.P.) October 24, Ladbroke Hall.
- NAUGHTY NINETTE—(S.P.) September 24, Star, Swansea.
- NEBULISKA—April 11, Royalty, Morecambe.
- NEW BOATSWAIN, THE—April 2, Hippodrome, Portsmouth.
- NEW LIFE, THE—(S.P.) April 15, Royal, Aldershot. Production: October 4, Lyceum.
- NIGHT W' BURNS, A—July 25, Lyceum, Edinburgh.
- NICK CARTER, DETECTIVE—August 1, Royal, Woolwich.
- NOBODY'S DAUGHTER—September 3, Wyndham's.
- NOBODY'S WIDOW—October 20, Dalston.
- O'FLYNN, THE—February 1, His Majesty's.
- OH! CHRISTINA!—June 6, Royalty, Glasgow.
- OH, THE PRESS!—June 13, Women's Institute, Victoria Street, S.W.
- OLD CURIOSITY SHOP, THE—December 12, Broadway.
- OLD FRIENDS—March 1, Duke of York's.
- OLD HOME, THE—March 21, Royal, Stratford (May 11, 1908, P.O.W., Salford).
- OLD REPROBATE, AN—April 23, Stretford A.O. Hall.
- OLD-WORLD ROMANCE, AN—April 14, Albert Hall.
- OMERTA—March 1, Lyric.
- ORFEO—April 12, Savoy.
- OUR FIRST DINNER—March 7, Royalty, Glasgow.
- OUR LITTLE CINDERELLA—December 30, Playhouse.
- OUTCOME OF AGITATION, THE—November 5, Kingsway.
- PARASITES—May 5, Globe.
- PARENTS' PROGRESS, THE—January 25, Prince of Wales's.
- PASSING OF THE IRONSIDE, THE—March 7, Rehearsal.
- PAYING THE PRICE—June 13, Alexandra, Hull (September 26, Britton).
- PEACE—July 26, Queen's.
- PEG WOFFINGTON'S PEARLS—January 30, Court.
- PETITS RIENS, LES—December 27, Little.
- PIETRA FRA PIETRE—March 8, Lyric.
- PIGEON HOUSE, THE—June 27, New, Cardiff (September 19, Court).
- PINNACLES OF THE FUTURE—February 12, Parkhurst H., Manchester.
- PIPER, THE—July 26, Memorial, Stratford-on-Avon (December 21, St. James's).
- PLACE HUNTER PURLED, A—October 8, Royalty.
- PLAIN FARE—March 3, Playhouse.
- PLUMBERS, THE—January 29, Queen's.
- PODGER'S PREDICAMENT—April 14, Albert Hall.
- POET IN PURGATORY—April 24, 221, Knightsbridge.
- POINT OF VIEW, THE—October 17, Gaiety, Manchester.
- POINTS OF VIEW—March 20, Shaftesbury.
- POMPEY THE GREAT—December 4, Aldwych.
- PORTRAIT, THE—November 24, Prince of Wales's.
- POT LUCK—November 19, Schoolroom, Nap-hill.
- POT OF CAVIARE, A—April 19, Adelphi.
- PRICE OF FREEDOM, THE—(S.P.) August 27, His Majesty's, Dundee.
- PRINCE OF KNAVES, THE—(S.P.) June 10, Elephant and Castle.
- PRINCE OF TARTARY, THE—May 28, Stanley Hall, Norwood.
- PRINCESS AND THE DOLL, THE—January 11, Albert Hall.
- PRINCESS CLEMENTINA, THE—December 1, Royal, Cardiff (December 14, Queen's).
- PRISCILLA RUNS AWAY—June 28, Haymarket.
- PRODIGAL'S WELCOME, THE—February 25, Royal, Darwin.
- PROTECTING MRS. MOXON—October 24, O.H., Belfast.
- PRUNELLA—April 13, Duke of York's.
- QUAKER GIRL, THE—November 5, Adelphi.
- QUEEN OF SHEBA, THE—August 29, Kennington (April 12, Royal, Manchester).
- QUEEN OF THE FAIR, THE—September 5, Empire, Swindon.
- RAVEN'S CRY, THE—March 29, Strand.
- REAL MORALITY, THE—February 4, Boudoir, W.
- RECOMPENSE, THE—December 26, Grand, Blackpool.
- RED HERRING, THE—May 1, Court.
- RED 'RIA—March 28, Gaiety, Manchester.
- RED SHIRT, THE—(S.P.) March 29, Queen's.
- REGGIE'S RUSE—October 8, Speare's Hall, Highbate.
- REJUVENATION OF AUNT MARY, THE—August 22, Terry's.
- RETRIBUTION—November 4, St. Gabriel's Hall, Cricklewood.
- RETURN, THE—March 20, Shaftesbury.
- REVELLERS, THE—January 10, Coronet.

- RIVER OF LIGHT, THE—April 6, King's Hall, W.C.
- ROBINSON CARUSO—October 26, Infant School, Friern Barnet.
- ROMANCE OF A KING, THE—May 23, Queen's, Manchester.
- ROSAMOND—December 8, Lyric.
- ROSE, THE—July 26, Queen's.
- ROSE PRINCESS, THE—May 23, Royal, Scarborough.
- RUIN OF HER LIFE, THE—October 31, Royal, Leicester.
- SALOME—(S.P.) December 6, Empire, Cannock.
- SALOME—December 8, Covent Garden.
- SAMSON AND DELILAH—January 11, Royal, Dublin.
- SCARAB, THE—May 26, St. George's Hall.
- SCARAMOUCHE—July 1, St. James's.
- SCARLET HAND, THE—December 5, Shakespeare.
- SCHAUSPIELDIRECTOR, DER—July 23, His Majesty's.
- SEALED ISLAND, THE—November 24, St. Albans Hall, Finchley.
- SEAWEB—February 7, Royal, Scarborough.
- SECRECY OF THE BALLOT, THE—December 18, Court.
- SELFRICH'S BARGAIN DAY—October 22, Savoy.
- SENTIMENTALISTS, THE—March 1, Duke of York's.
- SERVANTS OF PAN—October 14, Royal, Margate (October 28, Court).
- SHAPED END, A—January 8, Balfour Institute, Liverpool.
- SHOP-SOILED GIRL, THE—October 3, Elephant and Castle.
- SILVER BUTTERFLY, THE—April 25, Mechanics' H., Nottingham.
- SINGLE MAN, A—November 8, Playhouse.
- SINNER, THE—April 18, Elephant and Castle (July 26, 1909, Royal, Sunderland).
- SINS OF LONDON, THE—September 14, Lyceum.
- SIREN, THE—November 17, Rehearsal.
- SIR HERBERT—May 11, St. George's P.H., Westminster Bridge Road.
- SISTER ANNE—September 7, Coronet.
- SKYLARK, THE—(S.P.) March 10, Ladbroke Hall.
- SLICE OF LIFE, A—June 7, Duke of York's.
- SMACK, THE—May 27, Court.
- SOCIALIST, THE—November 17, New Cambridge (December 12, Court).
- SOME SHOWERS—March 16, Tyne, Newcastle.
- SOWERS, THE—August 8, King's.
- SPECKLED BAND, THE—June 4, Adelphi.
- SPOONER'S BABY—March 10, Criterion.
- SPORTSMAN AND A GENTLEMAN, A—June 20, Royal, West Stanley.
- SPURIOUS SOVEREIGN, THE—March 28, Molesworth Street, Dublin.
- SQUIBS—August 3, Royal, Brighton.
- STALLS FOR TWO—June 17, Rehearsal.
- STRANGE CASE OF MR. BEGBIE, THE—April 22, New Cambridge.
- STUFFING—November 18, Aldwych.
- STRUCK—July 7, Norton Hall, Sattley.
- STRONG PEOPLE, THE—January 31, Lyric.
- SUBSIDENCE—April 11, Gaiety, Manchester.
- SUMMER NIGHT, A—July 23, His Majesty's.
- SUPERIOR SEX, THE—February 9, Cripplegate Institute (March 30, 1909, Empire, Southend).
- SURPRISING SERMONS, THE—February 25, Lyceum Club.
- TALLYMAN, THE—February 28, Gaiety, Manchester.
- TANTALIZING TOMMY—February 15, Playhouse.
- TEA PARTY AT THE HOUSE OF CALPHUMIA, A—March 18, Kent House, Knightsbridge.
- TEN AND SIXPENCE—February 27, Brondesbury Synagogue.
- TENTH MAN, THE—February 24, Gtobe.
- THIEF MAKER, THE—November 27, Rehearsal.
- THREE OLD MEN—June 29, Gaiety, Leith.
- THOMAS MUSKERRY—June 10, Court (May 5, Abbey, Dublin).
- TIEFLAND—October 5, Covent Garden.
- TILL DEATH US DO PART—July 18, Brixton.
- TO-MORROW—November 3, Court.
- TOOTH OF NECESSITY, THE—March 14, Gaiety, Hastings.
- TOUCH OF THE CHILD, THE—April 4, Grand, Blackpool.
- TOYMAKER OF NUREMBERG, THE—March 15, Playhouse; October 19, Playhouse.
- TRACKED BY WIRELESS—October 17, Shakespeare.
- TRAGEDY OF GUIDO FAWKES—January 15, St. James's Church Hall, N.
- TRUTH ABOUT DE COURCY, THE—March 14, Royalty, Glasgow.
- TURNING THE TABLES—June 20, D.P., Eastbourne.
- TURQUOISE NECKLACE, THE—July 14, Criterion.
- TWELVE-POUND LOOK, THE—March 1, Duke of York's.
- TWO COURTS, THE—January 7, St. Gabriel's Hall Willesden Green.
- TWO HUNCHBACKS, THE—November 14, Savoy; December 9, Savoy.
- TWO MEN AND A WOMAN—September 12, County, Reading.
- TWO MERRY MONARCHS—March 10, Savoy.
- TWO SCHOOLS, THE—(S.P.) November 2, Ladbroke Hall, W.
- TWO SHADOWS—December 2, Royal Academy of Music.
- UNCLE ROBERT'S AIRSHIP—May 31, Albert Hall.
- UNDERSTUDY, THE—December 9, Court.
- UNEXPECTED CIRCUMSTANCES—May 24, Criterion Restaurant.
- UNLUCKY FAMILY, THE—July 15, His Majesty's.
- UNWRITTEN LAW, THE—August 16, Gaiety, Manchester (October 17, Royal, Croydon; November 14, Garrick).
- VERDICT OF THE MAJORITY, THE—December 18, Court.
- VICE-VERSA—November 7, Devonshire Park, Eastbourne (November 10, Comedy).
- VILLAGE ROMEO AND JULIET, THE—February 22, Covent Garden.
- VILLAGE WEDDING, A—February 26, Aldbourne Village (May 23, Coronet).
- WALLINGFORDS, THE—April 26, Queen's.
- WAS SHE TO BLAME?—February 7, Royal Woolwich (April 12, 1909, Junction, Manchester).
- WAT—March 14, Cripplegate Institute.
- 'WAY OUT WEST—February 7, Fulham (September 2, 1909, Royal, Lincoln).
- WAY THE MONEY GOES, THE—February 13, Shaftesbury; March 7, Royalty.
- WEAVER'S SHUTTLE, A—November 21, Royalty, Glasgow.
- WELSH MAID, THE—March 23, Prince's, Horwich.
- WHERE ANGELS FEAR TO TREAD—September 19, Royal, Sheffield (October 10, Royal, Woolwich).
- WHERE'S YOUR WIFE?—March 7, Pier Pavilion, New Brighton.

WHICH LOVED HIM BEST?—(S.P.) October 21, Alexandra, Sheffield.
 WHY DID SHE RUN AWAY?—(S.P.) August 31, Queen's, Longton. Production: October 10, Royal, Wolverhampton (October 17, Royal, Woolwich).
 WHY WOMEN WEEP—July 30, P.H., Haslingden.
 WILES OF THE WIDOW, THE—July 11, Wyndham's.
 WILL AND THE WAY, THE—(S.P.) August 3, Royal, Brighton.
 WINKING PRINCESS, THE—(S.P.), September 15, Court.
 WITCH, THE—October 10, Royalty, Glasgow.
 WOMAN AND TWO MEN, A—August 29, Royal, Woolwich.

WOMAN OF TO-DAY, THE—(S.P.), September 5, Court.
 WOMAN OF TWO LIVES, A—August 1, Royal, Stratford (July 18, Junction, Manchester).
 WOMAN OF WESTMINSTER, A—July 12, Opera House, Tunbridge Wells.
 WOMAN'S WAY, A—September 14, Comedy.
 WORST GIRL OF ALL, THE—November 28, Sadler's Wells.
 WRONGS OF WOMAN, THE—June 24, Royal, Leicester.
 YOUNG FERNALD—September 28, New.
 YOUNGER GENERATION, THE—November 21, Gaiety, Manchester.

PRINCIPAL REVIVALS.

ALICE IN WONDERLAND—December 26, Savoy.
 ARCTIA—April 18, Court.

BEAU BROCADE—December 31, Globe.
 BLUE BIRD, THE—December 19, Haymarket.
 BREED OF THE TRESHAMS, THE—June 25, Lyceum.

CASE OF REBELLIOUS SUSAN, THE—June 1 and September 19, Criterion.

CASTE—August 1 and June 25, Coronet.
 CHAINS—May 17, Duke of York's.
 CHARLEY'S AUNT—December 26, Savoy.
 CLOCHES DE CORNEVILLE, LES—February 28, Coronet.

COSI FAN TUTTE—June 27, His Majesty's.
 CRUISE OF THE CONSTANCE, THE—April 18, Opera House, Cheltenham.

DAVID GARRICK—August 23, Coronet.
 DON CESAR DE BAZAN—May 31, Lyric.

FIGHTING CHANCE, THE—May 5, Lyceum.
 FIGLIA DI JORIO, LA—February 26, Lyric.
 FIRES OF FATE, THE—May 23, Adelphi.
 FLEDERMAUS, DIE—July 3, His Majesty's.
 FOTHERINGAY, THE—December 27, Little.

GIRL WHO TOOK THE WRONG TURNING THE—December 26, Aldwych.

HAMLET—October 3, Covent Garden.
 HAMLET—May 4, Queen's.
 HANSEL AND GRETEL—February 28, Covent Garden.
 HENRY VIII.—September 1, His Majesty's.
 HENRY OF NAVARRE—January 3, New.
 HIS LIVING IMAGE—September 10, Strand
 HOME—July 25, Coronet.

KINGDOM OF KENNEQUHAIR, THE—October 8, Royalty.

LAKME—June 18, Covent Garden.
 LIARS, THE—October 27, Criterion.

LOUIS XI.—April 30, Queen's.
 LYONS MAIL, THE—June 13, Queen's.

MAN FROM MEXICO, THE—September 10, Strand.

M.P.—June 6, Coronet.
 MERCHANT OF VENICE, THE—February 19, Court.

MISS ELIZABETH'S PRISONER—June 30, Lyric.

ORFEO—April 12, Savoy.
 OTELLO—March 21, Lyric.
 OURS—August 10, Coronet.

PETER PAN—December 26, Duke of York's.
 PRINCE AND THE BEGGAR MAID, THE—April 30, Lyceum.

PRODIGAL SON, THE—February 28, Covent Garden.

PROGRESS—July 18, Coronet.
 PURSE OF GOLD, THE—February 28, Gaiety, Manchester.

RICHARD III.—April 13, Royal, Dublin; May 28, Lyceum.

RICHELIEU—February 10, Strand.

RIVALS, THE—April 4, Lyric.
 ROBERT MACAIRE—May 28, Queen's.

SCARLET PIMPERNEL, THE—March 12, New.
 SHAMUS O'BRIEN—May 24, His Majesty's.
 SOCIETY—July 4, Coronet.

TALES OF HOFFMAN—May 12, His Majesty's.
 TEMPEST, THE—February 2, New, Oxford.
 TRELAWNY OF THE WELLS—April 6, Duke of York's.

TWELFTH NIGHT—January 8, Queen's, Manchester.

WERTHER—May 27, His Majesty's.
 WHEN KNIGHTS WERE BOLD—January 17, Criterion.

WHIP, THE—March 26, Drury Lane.
 WHITE MAN, A—July 20, Lyceum.

ZOLFARA, LA—February 24, Lyric.

AUTHORS OF THE YEAR.

AN ALPHABETICAL LIST OF AUTHORS AND COMPOSERS WHOSE PLAYS, OPERAS, ETC., HAVE BEEN PRODUCED DURING THE YEAR 1910, ALSO OF THOSE WHOSE WORKS HAVE BEEN DRAWN UPON BY DRAMATISTS, INCLUDING AUTHORS OF FOREIGN PLAYS FROM WHICH ENGLISH ADAPTATIONS HAVE BEEN MADE.

- ADAIR, FRANK.—"It's Always the Woman."
 ADDERLEY, J. G.—"Struck."
 AGNEW, GEORGETTE.—"Two Shadows."
 ALBANESI, MME.—"Sister Anne."
 ALBERT, EUGENE D.—"Tiefand."
 ALMA-TADEMA, MISS LAWRENCE.—"The Merciful Soul."
 ANDERSON, ARTHUR.—"John Berkeley's Ghost," "Two Merry Monarchs."
 ANSTAY, F.—"Vice-Versa."
 ARCIDIACONO, S.—"Omerta," Basso-Porto," "Pietra," "Fra Pietré."
 ARISTOPHANES.—"Lysistrata."
 ARMSTRONG, PAUL.—"Alias Jimmy Valentine."
 ARNIM, ELIZABETH.—"Priscilla Runs Away."
 ARTHURS, GEORGE.—"Captain Kidd."
 ARTHURS, W. GRAHAM.—"No Mother to Guide Her."
 ATHIS, ALFRED.—"A Bolt from the Blue."
 BADDELEY, W. H. CLINTON.—"The Prince of Knaves."
 BAKER, ELIZABETH.—"Cupid in Clapham," "Miss Tassey."
 BALLYN, DEAN.—"The Price of Freedom."
 BARIATINSKY, PRINCE.—"The Career of Nablotsky."
 BARKER, F. D.—"A Lioness and Her Whelp."
 BARKER, GRANVILLE.—"The Madras House."
 BARLING, HON. MAURICE.—"A Tea Party at the House of Calphurnia."
 BARNADO, J. A.—"Blarney; or The Love Cure."
 BARNARD, PATRICK.—"A Woman and Two Men."
 BARNE, KITTY.—"To-Morrow."
 BARNES, F. DALLAS.—"A Woman of Westminster."
 BARNES, KENNETH.—"Glass Houses."
 BARRETT, JOHN.—"Why Women Weep."
 BARRIE, J. M.—"The Twelve-pound Look," "Old Friends," "A Slice of Life."
 BATEMAN, JAMES.—"The Welsh Maid."
 BAUGH, FRED.—"The Worst Girl of All."
 BECKETT, DAN.—"The Thief Maker," "A Debt Repaid."
 BECK-SHUN, E.—"The Prince of Tartary."
 BELL, LADY.—"The Way the Money Goes."
 BELL, J. J.—"Oh, Christina!"
 BELL, WARREN.—"Company for George."
 BENNETT, MRS. HERBERT.—"Jim's Sweet-heart."
 BERINGER, VERA.—"False Dawn."
 BERNAM AND JACOBSON.—"The Chocolate Soldier."
 BERNARD, TRISTAN.—"A Bolt from the Blue."
 BERTON, PIERRE.—"The Crisis."
 BESIER, RUDOLF.—"The Crisis."
 BESLEY, E. M.—"The Socialist."
 BEYNON, MRS. CROWTHER.—"The Surprising Sermons."
 BIRCH, EDWIN.—"The Iron King."
 BIRKETT, JUN., JOHN.—"Nebulista."
 BLUMENTHAL.—"Love is Passing."
 BLUMENTHAL, O.—"Im Weissen Rössl."
 BODEN, HARRY.—"The Adventures of Nobbler and Jerry."
 BODILLY, FREDERICK J.—"The Tragedy of Guido Fawkes."
 BOIELLE, E. CLARENCE.—"The Chimes."
 BOND, CHARLES.—"The Day of St. Anthony."
 BRADSHAW, A. W.—"The Silver Butterfly."
 BRAND, TITA.—"The Two Hunchbacks."
 BRANDON, R. A.—"By Mutual Agreement," "The New Life."
 BRANDON, WILFRED E.—"Naughty Ninette."
 BRIGHT, DORA.—"The Portrait."
 BRIQUEST, JEAN.—"The Girl from Chantilly."
 BROOK, CHARLOTTE.—"Greta."
 BROWN, VINCENT.—"The Greater Love."
 BUCHANAN, THOMPSON.—"A Woman's Way."
 BUCKLEY, JOHN.—"A Woman and Two Men."
 BULGER, GODWIN.—"A Shaped End."
 BULL, GEORGE.—"The New Life," "By Mutual Agreement."
 BUNLEIGH, LENA.—"Karl's Luck."
 BURNETT, MRS. F. HODGSON.—"The Dawn of a To-morrow."
 BURNHAM, R.—"The Dream Flower."
 BYNG, G. W.—"The Flute of Pan."
 CABLE, JAMES.—"The New Boatswain."
 CADMAN, EDWARD.—"The Golliwog."
 CAILLAVET, ARMAND DE.—"Decorating Clementine," "Inconstant George."
 CAINE, HALL.—"The Bishop's Son," "The Eternal Question," "The Red Shirt."
 CALTHROP, DION CLAYTON.—"Scaramouch."
 CAMMAERTS, EMILE.—"The Two Hunchbacks."
 CAMPBELL, J. A.—"The Coastguard's Daughter," "The Hand that Rocks the Cradle."
 CANNAN, GILBERT.—"Miles Dixon."
 CAPPO, EUGENIO.—"The Crimson Butterfly."
 CAPUANA, CAVALIER L.—"Pedagna."
 CAPUS, ALFRED.—"The Two Schools."
 CARR, J. COMYNS.—"Dr. Jekyll and Mr. Hyde."
 CARRE, MICHAEL.—"Muguette."

CARRICK, HARTLEY.—"John Berkeley's Ghost." "Two Merry Monarchs."
 CARTON, R. C.—"Eccentric Lord Comberdene."
 CASSIDY, L. C.—"The Beggar Princess," "Seaweed."
 CASSILIS, INA LEON.—"Carl's Luck."
 CAZABON, ALBERT.—"Colin in Fairyland."
 CHAPIN, ALICE.—"A Modern Medea."
 CHAPIN, HAROLD.—"Augustus in Search of a Father," "The Marriage of Columbine."
 CIEL, F.—"Cap'n Jack."
 CLARK, STANLEY.—"A Hundred Years Hence."
 CLARKE, CHAS. A.—"His Real Wife."
 CLEUGH, DENNIS.—"Peg Woffington's Pearls."
 CLIBBORN, Mrs. G. M.—"The Two Courts."
 CLUTSAM, G. H.—"A Summer Night."
 COGNETTI, G.—"Basso-Porto."
 COHEN, Mrs. HERBERT D.—"Mount Pleasant," "The Chain."
 COLQUHOUN, DONALD.—"Jean."
 COLUM, PADRAIC.—"Thomas Muskerry."
 COMPTON-RICKEIT, ARTHUR.—"The Rose Princess."
 CONY, S. STEUART.—"The Rose Princess."
 COOKE, STANLEY.—"The Recompense."
 COOPER, HENRY ST. JOHN.—"The Master of the Mill."
 COOPER, WALTER SAVAGE.—"Wat."
 COSTELLO, MARY.—"The Coming of Ardeen," "The Gods at Play."
 COWEN, LAURENCE.—"Two Men and a Woman."
 COWEN, LOUIS.—"Unexpected Circumstances."
 COWLRICK, C. E.—"The Lord Protector."
 CROMMELIN-BROWN, J. L.—"The Socialist."
 CROSS, A. W. S.—"A Broken Rosary."
 CUZON, FRANK.—"The Balkan Princess."

DALRYMPLE, LEONARD.—"A Lesson in Rinking."
 DALY, BRIAN.—"Happy-Go-Lucky O'Lynn."
 DANIEL, FRANCES.—"The Duellist."
 DARLISON, JOHN.—"Three Old Men."
 DARRELL, CHARLES.—"I Want to be Loved," "Facing the World Alone," "Where Angels Fear to Tread," "A Woman of Two Lives."
 DAVIES, HUBERT HENRY.—"A Single Man."
 DEAN, BASIL.—"Effie," "Mother to Be."
 DEBUSSY, CLAUDE.—"The Prodigal Son."
 DELANNOY, BURFORD.—"Gabriel Trant, Gambler," "The Idol's Eyes."
 DELIUS, F.—"The Village Romeo and Juliet."
 DERWENT, ELFRIDA AND CLARENCE.—"The Secrecy of the Ballot."
 DEVANT, DAVID.—"The Scarab."
 DICKENS, CHARLES.—"The Old Curiosity Shop," "The Chimes."
 DIX, B. M.—"Young Fernald."
 DODD, LEE WILSON.—"The Living Dead."
 DOSSEET, F. G.—"The Skylark."
 DOSTOIEFFSKI.—"The Unwritten Law."
 DOUGLAS, JAMES A.—"The Outcome of Agitation."
 DOYLE, ARTHUR CONAN.—"The Speckled Band," "A Pot of Caviare."
 DRURY, W. P.—"The Admiral Speaks."
 DUCHESNE, P. G.—"Judge Not."
 DUCKWORTH, Mrs. SAM.—"The Coward."
 DUKES, ASHLEY.—"Civil War."
 DUNSANY, LORD.—"The Glittering Gate."

ECKERSLEY, ARTHUR.—"Protecting Mrs. Moxon," "The Tooth of Necessity."
 EDMONDS, E. VIVIAN.—"The King's Romance."

EDWARDS, OSMAN.—"The Cloister."
 ELDBRED, ARTHUR.—"Collaborators."
 ELGAR, LOUIS.—"The Marriage Mart."
 ELLIS, DAVID.—"Stalls for Two."
 ELLIS, JOE.—"Folly's Fortunes."
 ELWEN, EVA.—"Salome."
 ENNRY, D.—"The Mystery of the Walled-up Wall."
 ERNEST, L.—"Her Ruined Life."
 EVANS, A. H.—"The Mellstock Quire."
 EVANS, F. HOWELL.—"Millie's Mother."
 EVELYN, CATHERINE.—"The Bookworms."
 FABRE, EMILE.—"Parasites."
 FAHEY, ALFRED.—"A Poet in Purgatory."
 FALL, LEO.—"The Girl in the Train."
 FARADAY, MICHAEL.—"The Islanders."
 FENN, FREDERICK.—"Dame Nature."
 FENN-LEYLAND, CLAUDE.—"The Prince of Knaves."
 FERRARI, PAOLO.—"The Garden of Eve."
 FIELD, LILA.—"Plain Fare," "Money and the Girl," "The Wallingfords," "The Goldfish," "The Lily Queen."
 FITZGERALD, S. J. ADAIR.—"Her Answer."
 FLERS, ROBERT DE.—"Decorating Clementine," "Inconstant George."
 FLETCHER, PHILIP.—"The Martyrs of Sebaste."
 FOWLER, Mrs. MONTAGUE.—"The Accolade," "The Bishop's Fortune."
 FOWLER, WILMOT.—"A Hunting Morn."
 FOX, IRENE.—"Sir Herbert."
 FRENCH, F. E.—"Lady Betty."
 FRITH, WALTER.—"Margaret Catchpole."

GALLON, TOM.—"The Touch of the Child."
 GALSWORDY, JOHN.—"Justice."
 GARROD, W. V.—"Atonement."
 GAVAULT, PAUL.—"Tantalizing Tommy."
 GERVEN, GASTON.—"The Accolade," "The Bishop's Fortune."
 GIBBS, PHILLIP.—"The Menders of Nets."
 GILL, ARTHUR STANLEY.—"Malinche."
 GOLDING, HELENE.—"Two Men and a Woman," "Looking for Trouble."
 GLIDDON, W. T.—"The Missing Maid," "Till Death Us Do Part."
 GOLDMARK, CARL.—"The Queen of Sheba."
 GOSTLING, FRANCES M.—"The Law of the Zingali."
 GRAHAM, BERTHA N.—"The Surprising Sermons," "Oh! The Press."
 GRATTAN, HARRY.—"The Plumbers."
 GREEBE, J.—"The Goliwog."
 GREENBANK, PERCY.—"The Quaker Girl."
 GREENE, ALICE CLAYTON.—"Aisé," "For the Sake of the Children."
 GREENE, RICHARD.—"The Man of Fate."
 GREGORY, LADY.—"The Full Moon," "Coats," "The Image."
 GROGGAN, W. E.—"The Blase Baronet."
 GROSSMITH, WEEDON.—"Billy's Bargain," "How It's Done."

HALLING, DAISY.—"Jumbo in Rumboland," "Pinnacles of the Future."
 HAMILTON, CICELY.—"The Homecoming," "Just to Get Married."
 HAMILTON, COSMO.—"The Menders of Nets," "Mrs. Skeffington," "A Bolt from the Blue."
 HAMILTON, HENRY.—"Bardelys the Mag-nificent," "Colin in Fairyland."
 HAMLEN, G. J.—"How Cattle Fell from Grace," "The Truth About De Courcy."
 HANDEL.—"L'Allegro."
 HARCOURT, CYRIL.—"The Recompense."
 HARDING, NEWMAN.—"The Flute of Pan."
 HARDY, THOMAS.—"The Mellstock Quire."
 HARRIS, WILLIAM.—"The Skylark."
 HARTMANN, GEORGES.—"Muguette,"

- HASTINGS, B. MACDONALD.—"Double Dummy."
- HATTON, HILDA.—"For the Land We Love."
- HAUERBACH, OTTO.—"The Girl of My Dreams."
- HENRI, JACQUES.—"The Missing Maid."
- HENRIOT, GEORGES.—"Judge Not."
- HENRY, O.—"Alias Jimmy Valentine."
- HERBERT, VICTOR.—"Naughty Marietta."
- HERFORD, MARGARET.—"Maw; or, the Squab Lady."
- HERON-MAXWELL, BEATRICE.—"The Lie."
- HERTZ, H. A.—"Champions of Morality."
- HERVIEU, PAUL.—"Glass Houses."
- HICKS, SEYMOUR.—"Captain Kidd."
- HIGGINBOTHAM, ROBERT.—"The Last Night."
- HIGGINBOTHAM, W. H.—"The Lay Figure," "A Woman of Westminster."
- HOBERT, GEORGE V.—"The Girl from Chantilly."
- HODSON, ALICE.—"By-and-By"
- HOOD, ARTHUR.—"Joanna from Booker's Flat."
- HOPE, ANTHONY.—"Helena's Path."
- HOPWOOD, AVERY.—"Nobody's Widow," "The Winking Princess."
- HORNIBROOK, C. F.—"The Welsh Maid."
- HORSFALL, BASIL.—"The Queen of the Fair."
- HOSCHNA, KARL.—"The Girl of My Dreams."
- HOUGHTON, STANLEY.—"The Younger Generation," "The Master of the House."
- HOUSMAN, LAURENCE.—"Lysistrata," "The Lord of the Harvest," "A Likely Story."
- HOWARD, WALTER.—"The Boy King."
- HUDSON, ERIC.—"My Neighbour's Wife."
- HUGHES, H. O.—"His Last Stage."
- HUGHES, TALBOT.—"A Bedouin Beauty."
- IRVING, LAURENCE.—"The Unwritten Law."
- IVIMEY, J. W.—"The Socialist."
- IVORY, W. T.—"The Crimson Butterfly."
- JANITSCH, D.—"The Raven's Cry."
- JENNINGS, G. F.—"Between the Soup and the Savoury," "Uncle Robert's Airship."
- JENSEN-WEIRS.—"The Witch."
- JONES, C. DUNCAN.—"Peg Woffington's Pearls."
- JONES, GUY.—"The Heiress."
- KALISCH, ALFRED.—"Der Schauspielfdirektor."
- KAMPE, LEOPOLD.—"Before the Dawn."
- KEENE, URSULA.—"The Eldest Miss Darrell," "The Final Phase."
- KIMBALL, DAVID.—"The Sowers."
- KIMBERLEY, F. G.—"Her Path of Sorrow."
- KIMBERLEY, MRS. F. G.—"Why Did She Run Away?"
- KING, GEORGE S.—"The Mystery of the Fens."
- KING, OSWALD.—"Turning the Tables."
- KING, RAYMOND.—"A Bedouin Beauty."
- KODELBURG, G.—"Im Weissen Rössl."
- LAKE, LEW.—"The Adventures of Nobbler and Jerry."
- LAMBELET, NAPOLEON.—"Her Answer."
- LANDA, GERTRUDE AND JACK.—"Red Rla."
- LANDECK, BEN.—"Nick Carter, Detective."
- LAPARRA, RAOUL.—"La Habanera."
- LASCELLES, ROBERT.—"Billy's Bargain," "A Ball or a Motor."
- LATHROP, MRS. WAKEMAN.—"Jim's Sweetheart."
- LAURENCE, CLARICE.—"Servants of Pan."
- LAW, ARTHUR.—"The Strange Case of Mr. Begbie."
- LEHMANN, LIZA.—"The Life of a Rose."
- LENNOX, COSMO GORDON.—"Helena's Path."
- LEON, VICTOR.—"The Girl in the Train."
- LEONARD, VIOLET.—"Mrs. Markham's Last Flirtation."
- LEROUX, XAVIER.—"Le Chemineau."
- LESLIE, ARTHUR.—"Madcap Betty," "The Morning After."
- LEVY, GEORGE.—"Two Merry Monarchs."
- LEWIS, ESSEX AND ARTHUR.—"The House Divided."
- LION, KATHLEEN C.—"The Wiles of the Widow."
- LION, LEON M.—"The Touch of the Child."
- LITCHFIELD, EMMA.—"His Indian Wife."
- LITTLEWOOD, S. R.—"The Lily Queen."
- LLOYD, FLORENCE.—"Our First Dinner."
- LOCKE EDWARD.—"The Climax."
- LOCKE, W. J.—"The Man from the Sea."
- LOHR, HERMAN.—"Our Little Cinderella."
- LOMAX, H. C.—"Which Loved Him Best?"
- LONGDEN, CHAS. H.—"My Neighbour's Wife."
- LONSDALE, FREDERICK.—"The Balkan Princess."
- LOWNDES, F. S. A.—"Denton (Lab)."
- LOWTHER, AIMEE.—"The Dream Flower."
- LUND, JOHN KNOWLES.—"An Old Reprobate."
- LYON, KATE.—"The Race," "Peace."
- M'LOUGHLIN, A.—"The Fugitive."
- MCCARTHY, JUSTIN HUNTLY.—"The O'Flynn."
- MCDONALD, GEORGE.—"Colin in Fairyland."
- McEVOY, CHARLES.—"Lucifer," "The Village Wedding."
- McLELLAN, C. M. S.—"The Strong People."
- MCDONALD, RONALD.—"The Red Herring."
- MACKAY, A. B.—"The Greater Sin."
- MACKAY, W. G.—"A Midnight Visitor."
- MACNAMARA, GERALD.—"The Mist that Does Be on the Bog."
- MALLOCH, GEORGE.—"Reston," "The Career of Henry Jones," "A Nicht wi' Burns."
- MANNERS, J. HARTLEY.—"Barbarezo."
- MARCH, CHAS.—"Flight."
- MARKIEWICZ, CASIMIR.—"The Memory of the Dead," "Mary."
- MARKS, MRS. LIONEL.—"The Piper."
- MARRIS, EDWARD.—"A Criminal's Bride."
- MARSHALL, MAJOR.—"The Islanders."
- MARSTON, F. A.—"The Wrongs of Woman."
- MASEFIELD, JOHN.—"Pompey the Great," "The Witch."
- MASKELYNE, NEVIL.—"The Scarab."
- MASON, A. E. W.—"The Princess Clementina."
- MASSE, CHARLES.—"Moll."
- MATTHEWS, ROSE.—"The Smack."
- MAUGHAM, W. SOMERSET.—"Grace," "The Tenth Man."
- MAXWELL, W. B.—"The Last Man In," "The Naked Truth."
- MAY, C. EDGAR.—"Reggie's Ruse."
- MAYNE, RUTHERFORD.—"Captain of the Hosts."
- MELVILLE, WALTER.—"The Shop-solded Girl," "The Sins of London."
- MEREDITH, GEORGE.—"The Sentimentalists."
- MEREDYTH, CONSTANCE.—"The Turquoise Necklace."
- MERRIMAN, SETON.—"The Sowers."

- MERVYN, EDWARD.—"The King of Mys-tonia."
- MICHELL, SYBIL.—"A Daughter of Doyle's."
- MILL, C. WATSON.—"For Old Time's Sake."
- MILLINGTON, JOHN.—"Deirdre of the Sorrows."
- MIXVION, W. J.—"The Bounder."
- MISSA, EDMOND.—"Muguettes."
- MOLLER, ANNIE.—"The Prodigal's Welcome."
- MONCKTON, LIONEL.—"The Quaker Girl."
- MONK, JOHN O.—"The Romance of a King."
- MONKHOUSE, ALAN.—"The Choice."
- MONTAGUE, HAROLD.—"The Dud of the Family."
- MOORE, DOROTHEA.—"My Lady Bellamy."
- MORGAN, ORLANDO.—"Two Merry Monarchs."
- MORLEY, CUTHBERT.—"A Midnight Meeting."
- MORRIS, NELSON.—"The River of Light," "The Verdict of the Majority."
- MORTON, MICHAEL.—"Tantalizing Tommy."
- MOUILLOT, FREDERICK.—"The Captain of the School."
- MOUILLOT MRS.—"Collaborators."
- MOULE, FRED.—"The Worst Girl of All."
- MOYLAN, T. K.—"The Naboelish."
- MOZART.—"Les Petits Riens," "Der Schauspieldirektor."
- MUMFORD, ETHEL WATTS.—"Maw; or, The Squab Lady."
- MURRAY, T. C.—"Birthright."
- MUSKERRY, W.—"Make Believe."
- NANCE, FRED H.—"Where's Your Wife?"
- NAPIER, LEOPOLD.—"Naughty Ninette."
- NESBIT, W. D.—"The Girl of My Dreams."
- NEWALL, GUY.—"Curing a Selfish Husband."
- NEWLANDSMITH, ERNEST.—"The Heavenly Vision."
- NICHOLSON, CLARK.—"Between Dances."
- NOBLE, SYBIL.—"An Old World Romance," "Podger's Predicament," "Nancy's Manœuvre."
- NORMAN, MRS. GEORGE.—"Stalls for Two."
- NORRIE, RUSSELL.—"Her King of Men."
- NORTON, CECIL.—"The Hour of Temptation."
- O'KELLY, SENMAS.—"The Home-Coming."
- O'NEILL, MARY.—"Coming Home."
- ORD, R.—"A Midnight Visitor."
- ORDOUVEAU, MAURICE.—"The Cost of Cringing."
- OSMOND, HENRY L.—"Miss Plaster of Paris."
- OUIDA.—"Muguettes."
- PACKSTRAW, E. C.—"Make Believe."
- PAGE, BERNARD.—"The Silver Butterfly."
- PAGE, ELLIOTT.—"His Lordship's Cure."
- PALLIS, ALEXANDRA.—"Robinson Caruso."
- PARKE, WALTER.—"Goliath Quagg," "The Understudy."
- PARRY, EDWARD, A.—"The Captain of the School," "The Tallyman."
- PASTON, GEORGE.—"The Kiss," "Stuffing," "Nobody's Daughter," "The Naked Truth," "The Parent's Progress."
- PASTURE, MRS. HENRY DE LA.—"The Unlucky Family."
- PAYNE, GILBERT.—"The Marriage Mart."
- PEABODY, JOSEPHINE PRESTON.—"The Piper."
- PETTITT, HENRY.—"The Scarlet Hand."
- PHILIP, ADOLF.—"The Girl from Chan-tilly."
- PHILIPS, F. C.—"The Understudy."
- PHILLIPS, BEN.—"Colonel and Mrs. Hender-son."
- PLEYDELL, GEORGE.—"The Princess Cle-mentina."
- POLLOCK, JOHN.—"Rosamond."
- POLVER, G.—"Omerta."
- PORTER, MRS. CALEB.—"The Marauder."
- POTTER, PAUL M.—"Parasites."
- POWELL, MRS. MORTON.—"The Ruin of Her Life," "From Mill Girl to Million-airess," "Driving a Girl to Destruction."
- QUIN, HOLMAN.—"The Siren."
- RAE, NITA.—"Married to the Wrong Woman."
- RAINGER, HERBERT T.—"Love's Honour."
- RALEIGH, CECIL.—"Behind the Veil."
- RAY, R. J.—"The Casting Out of Martin Whelan."
- RAYMOND, HIPPOLYTE.—"The Cost of Cringing."
- REAN, CLIFFORD.—"A Sportsman and a Gentleman."
- RICHARDSON, H. M.—"Gentlemen of the Press."
- RICHARDSON, HARRY.—"The Welsh Maid."
- RIDGE, W. PETT.—"Some Showers."
- RISK, R.—"The Excelsior Dawsons."
- ROBERTS, MORLEY.—"False Dawn."
- ROBINS, GERTRUDE.—"Pot Luck," "The Point of View."
- ROBINSON, M. J.—"Blarney; or, The Love Cure."
- ROBINSON, S. L.—"Harvest," "The Cross Roads."
- ROSEBERG, ARTHUR.—"The Master Man."
- ROSS, ADRIAN.—"Captain Kidd," "The Quaker Girl," "The Girl in the Train."
- ROSSE, FREDERICK.—"A Bedouin Beauty."
- ROTHNEY, LORNA.—"Moods."
- ROTTENBURG, H.—"The Socialist."
- ROWLANDS, ADELAIDE.—"Home Truths."
- ROWLEY, ANTHONY.—"A Weaver's Shuttle."
- ROWLEY, J. DELAMERE.—"The Prince of Tartary."
- RUBENS, PAUL.—"Selfrich's Bargain Day," "Lovely Woman," "The Balkan Princess."
- RUDERT, GEORGE AND DIXON.—"The Princess and the Doll."
- SABATINI, RAFAEL.—"Bardelys the Magni-ficent."
- SALTEN, FELIX.—Three plays—"Count Festenberg," "Life's Importance," and "Return"—under the title of "Points of View."
- SAMUEL, HAROLD.—"The Idol's Eyes."
- SAMUEL, MONT.—"Ten and Sixpence."
- SAVI, MRS. ANGELO.—"Love is Passing."
- SCHOFIELD, G. W.—"Naughty Ninette."
- SCOTT, AFFLECK.—"Henry," "The Gulf."
- SCOTT, MAURICE.—"The Wrongs of Woman."
- SCRIBE, EUGENE.—"A Place Hunter Purled."
- SEAWELL, MOLLIE.—"The Pigeon House."
- SELON, REV. FATHER.—"The Sealed Island."
- SETON, HENRY (Vera Beringer).—"False Dawn."
- SEYLER, CLIFFORD.—"Squibs," "The Will and the Way."
- SHAW, GEO. BERNARD.—"The Dark Lady of the Sonnets," "Misalliance."
- SHAW, LEONARD.—"Robinson Caruso."
- SHIPMAN, LOUIS EVAN.—"D'Arcy of the Guards."
- SHIPMAN, SAMUEL.—"The Woman of To-day."

- SHIRLEY, ARTHUR.—"Nick Carter, Detective," "The Artfulness of Ada," "The Hour of the Hero."
- SLAYTON, P. E.—"The Passing of Ironside."
- SMYLY, C. F.—"The Socialist."
- SOMERS, A. C. C.—"Compensation."
- STAMM, IDA.—"The Brownies."
- STANGE, STANISLAUS.—"The Chocolate Soldier."
- STANMORE, FRANK.—"Chasing Cynthia."
- STANLEY, HORACE.—"The Female Detective."
- STAYTON, MARIANNE.—"The Flame."
- STRAUSS, RICHARD.—"Salome," "Fathers not," "Electra."
- STRONG, AUSTIN.—"The Toymaker of Nu remberg."
- STUART, LESLIE.—"Captain Kidd."
- SUDERMANN.—"Pietra Fra Pietre."
- SUTHERLAND, E. G.—"Young Fernald."
- SYMON, DUDLEY J.—"The Tragedy of Guido Fawkes."
- SYNGE, J. M.—"Deirdre of the Sorrows."
- TANNER, JAMES T.—"The Quaker Girl."
- TEBB, BEATRICE HADEN.—"Betty," "Man's Heritage," "The Machinations of Maria."
- THARP, R. C.—"The Queen of the Fair."
- THERVAL, LAURENCE.—"Oh! Christina."
- THOMA, LUDWIG.—"Champions of Morality."
- THOMAS, A. E.—"Her Husband's Wife."
- THORPE, FOLLETT.—"The Heiress."
- TONSLEY, C. J.—"The Lord Protector."
- TORRENCE, ERNEST.—"The Revellers."
- TREVOR, LEO.—"Our Little Cinderella."
- UNGER, GLADYS.—"Decorating Clementine," "Inconstant George."
- UNWIN, GEORGE.—"The Missing Maid."
- VERHAEREN, EMILE.—"The Cloister."
- WALLACE, G. CARLTON.—"The Apple of Eden."
- WALLACE, WILLIAM.—"Muguette."
- WARDROP, HENRY.—"Miss Plaster of Paris."
- WAREING, ALFRED.—"The Truth About De Courcy."
- WARNER, ANNE.—"The Rejuvenation of Aunt Mary."
- WATERLOW, CLIVE M.—"The Lily Queen."
- WESTON, HAROLD.—"The Heiress."
- WHEELER, D. W.—"To-morrow."
- WHELEN, FREDERICK.—"Champions of Morality."
- WHITAKER, HAROLD.—"Lovely Woman."
- WHITE, BARTON.—"The Last Drop."
- WILDE, OSCAR.—"Salome."
- WILLARD, JAMES.—"Paying the Price."
- WILLOUGHBY, F.—"The Decent Thing."
- WIMPERIS, ARTHUR.—"The Balkan Princess," "Our Little Cinderella."
- WOOD, FANNY MORRIS.—"The Eve of the Wedding."
- WOODWARD, J. WILLOUGHBY.—"Going to the Ball."
- WOOLF, MONTAGUE.—"The Sowers."
- WORDROP, MRS. C. CAMPBELL.—"The House Divided."
- WORSDEN, H. F.—"Bonnie Mary."
- WORTON, DAVID.—"The Adventures of Nohbler and Jerry."
- WRIGHT, MAY IRENE.—"Faith of Our Fathers."
- WYLLARD, DOLF.—"His Lordship's Cure."
- WYNNE, F. M.—"Subsidence."
- YARMOUTH, EARL OF.—"The Pigeon House."
- YEATS, W. B.—"The Green Helmet."
- YOUNG, RIDA JOHNSON.—"Naughty Marietta."

PRINCIPAL SKETCHES OF THE YEAR.

* Indicates Revival.

† Indicates *matinée* performance.

‡ Indicates first performance in London.

- ADDER'S TOOTH, THE—Sketch, in two scenes, dramatised by Louis Taylor from a story by T. W. Henshaw—January 24, Bedford.
- ADMIRAL DARE-DEVIL—By Fred Moule and E. D. Nicholls—December 26, Battersea Palace.
- ‡ADMIRAL SPEAKS, THE—Playlet, by Major W. P. Drury—October 22, Alhambra; revival at the Criterion, December 27.
- ADVENTURES OF THE BLACK HAND, THE—Sketch, in eight scenes, by Fred Moule—March 28, Sadler's Wells.
- AFFINITY, THE—Sketch, adapted from the German by Josef Delaney—December 5, Camberwell Palace.
- AFTERMATH, THE—Dramatic episode, in one scene, by Sydney Mason—October 3, Empire, Shoreditch.
- *AIGLON, L'—Mme. Sarah Bernhardt appeared in an act—September 19, London Coliseum.
- ALGY'S ADVERTISEMENT—February 21, Rotherhithe Hippodrome.
- ALL CHANGE HERE—Revue of 1910, in eight scenes, invented, composed, and produced by H. G. Pellissier, assisted by Compton Mackenzie and Morris Harvey, music orchestrated by Herman Finck, dances arranged by Elise Clerc—December 20, Alhambra.
- AMATEUR ANARCHIST, THE—June 20, Empire, Edinburgh.
- ANNUAL SPORTS, THE—by Fred Karno, Syd. Walker, and Chas. Baldwin—May 9, Islington Empire.
- ‡APROPOS—By Rudolph Besier—February 22, Alhambra.
- ARTFUL WIDOW, AN—By Edwin S. France—June 20, Empress.
- AT THE MASKED BALL—Musical comedy sketch, book and lyrics by Charles Crozier, music by Frank Crozier—January 10, Bedford.
- AT THE MERCY OF THE WAVES—By C. Harold Bourne and M. Clement Scott—July 25, Camberwell Empire.

- AUTHOR'S PIE, AN**—By Grant Carlyle—July 18, Camberwell Empire.
- AWAKENING OF CELESTIA, THE**—June, 6 Collins.
- +BABY BUNTING**—February 7, London Hippodrome.
- BARBERE, THE SCOUT**—Episode, by Anna, Countess de Bremont—December 12, Metropolitan.
- BATTERY, THE**—By Mrs. Christie Murray—July 9, Standard.
- BE A PAL**—September 12, Camden Hippodrome.
- +BEFORE SUNRISE**—By Bessie Hatton—February, 22, Alhambra.
- BEWARE OF THE DOG**—July 25, Sadler's Wells.
- BILL-POSTER, THE**—Comedy burlesque, by Arthur Anderson, music by Herman Finck and Herbert Sargent—October 17, Kilburn Empire; October 31, Palace.
- BISHOP AND THE THIEF, THE**—May 30, Camden Hippodrome.
- BLACK ANGEL, THE**—January 10, Queen's, Poplar.
- BLACK MARK, A**—Farceical comediatta—October 24, Kilburn Empire.
- BLACKSMITH, THE**—Episode, by George Bruce—October 10, Foresters'.
- BLUEBELL**—Musical playlet, by Seymour Hicks, music by Walter Slaughter; condensed version of "Bluebell in Fairyland," produced December 18, 1901, Vaudeville—October 17, Croydon Hippodrome (London Hippodrome, October 31).
- BOTTOM DOG, THE**—By Arthur Shirley—June 20, Peckham Hippodrome.
- BREAKDOWN OF THE 9.30 EXPRESS, THE**—February 28, Palace, New Brighton.
- BROKEN FETTERS**—By Geraldine Campbell—February 14, Hippodrome, Woolwich.
- BROTHER BILL**—June 20, Bedford.
- BUBBLES**—May 30, Collins's.
- CABOTIN EN VOYAGE**—September 26, Alhambra.
- CANDLE, THE**—Cornish tragedy, in one scene, by E. L. Noel—June 20, Bedford.
- CAPRICES DE SUZETTE, LES**—Fantastic operetta, in three scenes, by Gabriel Timory, music by Albert Chantrier—March 28, Alhambra.
- CAPTAIN BILLY**—Operetta, in one act, by Harry Greenbank, music by François Cellier (originally produced at the Savoy, September 24, 1891).—May 16, Hippodrome, Peckham.
- CAPTAIN OF THE TROOP, THE**—By Tom Tindal—September 12, Collins's.
- CHAIN OF HARMONY, THE**—By F. S. Pennings—November 21, Willesden Hippodrome.
- CHANGE OF FRONT, A**—One-act farce, by Malcolm Watson—January 25, Empire.
- CHANGELING, THE**—Farce, in one act, by W. W. Jacobs and H. C. Sargent (originally produced at Wyndham's, March 18, 1908)—January 10, Peckham Hippodrome.
- CHANTECLAIR; OR, HI COCKALORUM**—"Feathered fantasy in three fits," book by Joe Peterman, music by Frank Leedham—June 20, Oxford.
- CHARLEY'S WEDDING DAY**—Musical comedy sketch, by Chas. Cleveland, music by W. Snell Robinson—January 24, Surrey.
- CHICKS IN THE WOOD**—"Feathered pantomime, in seven flights," written by J. B. Peterman and George Ricketts, music composed and arranged by Ed. H. Whitehall, and lyrics by Charles W. Anson—December 19, London Hippodrome.
- CHINESE IDOL, THE**—By Henry Gold—March 21, Camberwell Empire.
- COCK-A-DOODLE-DOO!**—Satirical sketch, in one scene, by Andrew Stanley—March 21, County, Kingston.
- CONFESSION, THE**—Irish episode, by Raymond Dudley—January 31, Standard.
- CONSCRIPTION**—Military episode, in one scene, by W. H. Post and Arnold Bell—November 21, Battersea Palace.
- CONSPIRACY, THE**—Play, in one act, by Robert Barr and S. Lewis Ransom (originally produced at the Royal, Dublin, November 8, 1907; Adelphi, September 9, 1908)—December 26, Palladium.
- COOK'S MAN**—Musical play, in one act, by Seymour Hicks, with music by Frank Tours—April 4, London Coliseum.
- COSTER'S COURTSHIP, THE**—July 18, Tivoli.
- COTTAGE ON THE MOOR, THE**—November 14, Chelsea Palace.
- COTTAGE OR PALACE?**—Sketch, in one scene, adapted by Frank Lindon from his drama, "Home, Sweet Home," which was originally produced May 18, 1903, at the Carlton, Greenwich, January 24, Canterbury.
- COWBOY GIRL, THE**—Playlet of Western life, by Sidney Blow and Douglas Hoare—October 10, King's, Southsea; October 17, London Coliseum.
- COWBOY'S FRAUD, THE**—By R. C. Horsley—April 21, Olympia, Liverpool.
- CUPID'S ARMS**—Musical play, in one scene, by Albert E. Ellis, music by Henry E. Pether—March 18, Oxford.
- CURRENT CASH**—Condensed version of C. A. Clarke's melodrama (originally produced May 3, 1886, North Shields; May 24, 1886, Greenwich)—August 8, Collins's.
- DANCING MASTER, THE**—Ballet divertissement, in one scene, by C. Wilhelm, music by Outhbert Clark—July 25, Empire.
- DARE-DEVIL DRIPPING**—April 4, Surrey.
- DAY'S RACING, A**—By F. Warden Reed—November 28, Tivoli, Manchester.
- DESPATCH BEARER, THE**—November 14, Islington Empire.
- *DEVIL DEFEATED, THE**—Originally "The Penalty"—October 3, Crouch End Hippodrome.
- DEVIL'S ELBOW, THE**—By J. F. Traynor—July 25, Sadler's Wells.
- DEVIL'S WOOING, THE**—July 28, Chelsea Palace.
- DICKY'S MOTHER**—Sketch, in two scenes, adapted by Dorothy Mullord from Miss Wylie's story, "The Other Woman"—October 24, Foresters'.
- DR. JEKYLL AND MR. HYDE**—One-act version of R. L. Stevenson's story, by Alice Clayton Greene—May 30, Bedford.
- +DREAM PICTURE, THE**—By Sidney Hamilton—October 19, Empress.
- DRESSING ROOM, THE**—One-act comedy, by James Bernard Fagan—February 21, London Hippodrome.
- DUMB (?) WAITER, THE**—By P. J. Wodehouse and Lennox Pawle—October 24, Tivoli.
- DUVAL OUTDONE**—By Arthur Eekersley—February 21, Grand, Bolton.
- EASTERN QUESTION, AN**—Sketch, in one scene, by Percival Browne—January 22, Oxford.
- EAST LYNNE**—Condensed version of the play—June 13, Queen's, Poplar.
- EAST TO WEST**—New version of the ballet "Round the World"—March 21, Empire.

- EDMUND KEAN—Sketch, by Louis Cohn—January 31, Standard.
- ENCHANTED STATUE, THE—February 14, Oxford.
- ENCHANTMENT—By Grete Hahn (originally produced at the Rehearsal, December 2, 1909)—May 30, Chelsea Palace.
- EPISODE, AN—By Cecil Twyford—November 14, London Coliseum.
- ETERNAL TRIANGLE, THE—By Marion Christie Murray—September 24, Standard.
- EVE OF WATERLOO, THE—"An episode of 1815," by Henri Cassell—April 4, Camden Hippodrome.
- EYE FOR AN EYE, AN—Dramatic episode, in one scene, by George de Lara—June 6, Surrey.
- FAKESTON BLACKE, DETECTIVE—Burlesque sketch, by Charles Kay—October 24, Camberwell Empire.
- FALL IN, ROOKIES!—Play, in two scenes, by Henry Arthur Jones—October 24, Alhambra.
- FATE—By Gerald Wyatt—May 9, Hippodrome, Balham.
- FATHER'S FOOTSTEPS—April 13, Granville.
- FAUN, THE—Fantasy, in one scene, by Dora Bright—October 3, Empire.
- FEMINA—Spectacular ballet, in five scenes, by Alfred Curti, music composed, selected, and arranged by George W. Byng (that of the fourth scene by Señor Valverde)—May 30, Alhambra.
- FEMME X., LA (second act)—By Alexandre Bisson—October 10, London Hippodrome.
- FIRST NIGHT, THE—Burlesque, in three scenes, written by Tom E. Conover, with music by Carl Hamlin—August 29, Camberwell Empire.
- FIVE O'CLOCK EDITION, THE—By Percy Fullerton—July 25, Peckham Hippodrome.
- FLAT B—By Arthur Law Raynor and George Bellamy—June 27, Camden Hippodrome.
- FLOOD TIDE, THE—Sporting and dramatic tabloid drama, by Cecil Raleigh and R. H. Grey (founded upon Cecil Raleigh's melodrama of the same name produced at Drury Lane, September 17, 1903)—January 24, Surrey.
- FLOWERS THAT BLOOM IN THE SPRING, THE—June 13, County, Kingston.
- FLYAWAY'S DERBY—By Douglas Hoare and Sydney Blow—July 4, Canterbury.
- FLYING; OR, THE VERI-OT-TATER PLANE—By Wail Pink—May 23, Oxford.
- FOURTH TIME OF ASKING, THE—Racing sketch, in one scene, by Cayley Calvert—December 19, Oxford.
- FOREST OF HAPPY DREAMS, THE—Dream phantasy, in one scene, by Edgar Wallace—June 6, Camden Hippodrome.
- FOR PEACE AND QUIET—Comedy, in one act, adapted by Mme. Paul Blouet from "La Paix Chez Soi," by Georges Courtelines—April 11, London Hippodrome.
- FOR THE CAUSE—Dramatic episode, in one scene, by Sydney Blow and George Bellamy—July 4, Balham Hippodrome.
- FORTUNE'S FOOL—Monologue, by Henry Hamilton (originally produced at the Haymarket, March 28, 1895)—February 14, London Hippodrome.
- FOURTH KISS, THE—By W. Douglas Newton—March 9, Peckham Hippodrome; revised version, July 11, Empress.
- FRAME, THE—May 2, Empress.
- FUNNY OFFICE BOY, THE—May 30, Bedford.
- GARDEN OF EDEN, THE—December 19, Olympia, Shoreditch.
- GARGE—By Robert Ganthony—May 2, Camberwell Palace.
- GIFT, THE—Musical sketch, by W. Lynne—October 10, Peckham Hippodrome.
- GILDED KEY, THE—September 26, Palace, Blackpool.
- GIRL WHO DID, THE—In three scenes, by Percival H. T. Sykes—September 26, Colins's.
- (ISELLA; OR, LA SYLPHIDE—Ballet, in two scenes, by Adolfe Adam—May 16, London Coliseum.
- GOOD WINNER, A—September 26, Euston.
- GORILLE, LE—Fantasy, in one scene—July 4, Tottenham Palace.
- GRANDEE'S PAVILION, THE—May 9, Metropolitan.
- GREAT CONSPIRACY, A—Sketch, in three scenes, by Fred Eustace—June 6, Olympia, Shoreditch.
- GREAT GREEN DIAMOND, THE—Revised version—June 13, Hippodrome, Rotherhithe.
- GREAT MILLIONAIRE, THE—Condensed version of the drama, in five acts, by Cecil Raleigh, originally produced September 19, 1901, Drury Lane—November 14, Olympia, Shoreditch.
- GRETNA GREEN—"Pugilistic playlet," in two scenes, by Fred Moule—July 11, Sadler's Wells.
- GREEN-ROOM MATCH, A—By Herbert Shelley—August 15, Chelsea Palace.
- GUN, THE—Dramatic episode, in one scene, adapted from the French by P. H. T. Sykes—January 3, South London.
- HEAD OF THE HOUSE, THE—Musical playlet, in one scene, written and composed by Ernest Bucalossi—October 31, Hackney Empire.
- HEARTS ACROSS THE SEA—By J. P. Dryden—December 19, Bedford.
- HER GUARDIAN ANGEL—Dramatic sketch, by Alicia Ramsey—August 15, Empress.
- HER LADYSHIP'S GUEST—By Harry M. Vernon—July 11, Hippodrome, Leeds; October 24, London Coliseum.
- HER 21st BIRTHDAY—By Margaret Parker—July 25, Euston.
- HE TRIED TO BE NICE—By Grant Stewart—November 28, London Hippodrome.
- HIS LITTLE PAL—February 21, Bow Palace.
- HONORABLY MENTIONED—Sketch, in one scene, by Sydney Blow and Douglas Hoare—June 13, Holborn Empire.
- HORSE THIEF, THE—In three scenes, by Harry M. Vernon—November 7, Hackney Empire.
- HOUSE ON THE HEATH, THE—May 30, Euston.
- HOW NICK CARTER SOLVED THE MYSTERY OF THE LIVING AND THE DEAD—June 20, Palace, Bow.
- HULLO, LONDON!—Revue, in three scenes, by George Grossmith, jun., lyrics by C. H. Bovill, music composed and arranged by Cuthbert Clarke—February 19, Empire.
- HULLO . . . PEOPLE!—Revised version of George Grossmith's revue "Hullo, London!"—July 4, Empire.
- HUMAN TRIANGLE, THE—In one scene, by José G. Levy—November 7, Camberwell Empire.
- ICKESTEIN'S BOMB—Duologue, by Cecil du Gué—December 19, Crouch End Hippodrome.
- I DINE WITH MY MOTHER—One-act comedy, adapted from "Je Dine chez ma Mère" by Michael Morton—February 21, Palace.

- IDYLL OF SEVEN DIALS, AN**—By Rosina Fillippi (originally produced at the Prince of Wales's, May 30, 1899)—December 26, Holborn Empire.
- INDIAN ROMANCE, AN**—July 11, Queen's, Poplar.
- IN THE SHADE OF THE GUILLOTINE**—April 25, Standard.
- JELlicoe AND THE FAIRY**—Fantasy, by Sidney Blow and Douglas Hoare, music by Edward Jones—January 3, London Coliseum.
- JIMMY THE FEARLESS**—April 18, Willesden Hippodrome.
- JOLLY JAPAN**—By Arthur Stanley, music by Kopski—July 18, County, Kingston.
- JUDGE AND THE LADY, THE**—May 9, Tivoli.
- JUDGMENT SEAT, THE**—Dramatic episode, dramatised by Louis Taylor from a story by T. W. Hanshew—August 15, Bedford.
- KEY TO THE SITUATION, THE**—October 17, Empress.
- KING NOBBLER**—By Worton David and Lew Lake—January 3, Surrey.
- KING OF PALESTINE, THE**—By George Wells—August 1, Olympia, Shoreditch.
- KING O' THE ROAD, THE**—By C. Douglas Carile—July 25, Bedford.
- KISSING BELINDA**—February 2, Palace, Manchester.
- KISS YOUR FATHER**—September 26, Rotherhithe Hippodrome.
- KNOCKED OUT**—July 18, Queen's, Poplar.
- KOFFO, OF BOND STREET**—By Arthur Falkland (London production September 19, Palace)—September 12, Hippodrome, Manchester.
- LAC DES CYGNES, LE**—Ballet, in two scenes, by Tchaikowsky—May 16, London Hippodrome.
- LADY AT LARGE, A**—Farce by Seymour Hicks, music by Frank Tours—October 10, King's, Southsea.
- LADY MOLLY'S MOUNT**—December 12, Rotherhithe Hippodrome.
- LADY BETTY**—Musical comedy idyll, by H. Campion, music by R. M. Hervey—September 5, London Hippodrome.
- LAST DEBT, THE**—March 21, Camberwell Palace.
- LAST MOMENT, THE**—Play, in one act, by A. Wilson Barrett—April 18, Crouch End Hippodrome.
- LET NO MAN PUT ASUNDER**—February 12, Shoreditch Empire.
- LIANE**—Musical playlet, in one scene, by Walter Macnamara, music by Theodore Holland—April 18, Tivoli.
- LIFE**—Polish melodramatic sketch, by Raoul Moreau—March 3, Peckham Hippodrome. (Revived as "She Pays the Penalty" at the Tivoli, March 28.)
- LITTLE FATHER OF THE WILDERNESS, THE**—romantic episode, in one scene, by Austin Strong and Lloyd Osbourne. (Originally produced at the Comedy, November 21, 1905)—February 14, London Coliseum.
- LITTLE JOHNNIE JONES**—By H. M. Vernon, lyrics by Preston Wynne, music by Frank Tomes—May 9, Tottenham Palace.
- LITTLEST GIRL, THE**—June 27, Tivoli.
- LIZA'S WEDDING DAY**—July 11, Poplar, Hippodrome.
- *LOLOTTE**—Melinac and Halevy's one-act piece (originally produced at the Paris Vaudeville, October 4, 1879, and played at the Gaiety in 1880)—April 4, London Hippodrome.
- LOOSE END, A**—Melodramatic farce, in one scene, by Malcolm Watson—November 7, Palace.
- LOST BOY, THE**—May 9, Tivoli.
- LOST, STOLEN, OR STRAYED**—Farce, in one scene, adapted from the French of Paul Gavault and Georges Berr—February 7, Tivoli and Empress.
- LOVELY LUCERNE; OR, THE ADVENTURES OF A BLUE DIAMOND**—Ballet extravaganza, in three scenes, written by Arthur Sturgess, music by Herman Finck, lyrics by Eustace Baynes and Arthur Sturgess—July 11, Winter Gardens, Blackpool.
- LOVE'S TEST**—April 21, Surrey.
- LUNATICS AT LONELYVILLE, THE**—March 7, Tottenham Palace.
- LYDIA AND THE PARSON**—July 4, Alhambra, Brighton (revised version January 2, 1911, Granville).
- *MADAME SANS-GENE**—A scene from Sardou's play, presented by Mme. Rejane—April 11, London Hippodrome.
- MAFIA, THE**—February 21, Collins's.
- MAGNA CHARTA**—August 29, Hippodrome, Poplar.
- MAKER OF DREAMS, A**—One-act fantasy, by W. Oliphant Downs—November 26, Palace.
- MAN AND A WOMAN, A**—January 3, Standard.
- MAN OF FORTY FACES, THE**—March 28, Bedford.
- MARRIAGE HAS BEEN ARRANGED, A**—Play in little, by Alfred Sutro (originally produced at the Haymarket, May 6, 1902)—January 31, Palace.
- MARRIED MICROBE, A**—Farcical sketch—October 3, Bedford.
- MASK TORN OFF, THE**—"Thrill," in one act, by Ward Bailey and Edward Thane.—March 14, Empress.
- MEG O' THE ALLEY**—Sketch, by Herbert Darnley and Fred Kitchen—October 3, Euston.
- MEN WERE DECEIVERS EVER**—August 8, Camden Hippodrome.
- MILL**—Sketch, by H. M. Vernon—October 31, Empire, Croydon.
- MILLION AND A-HALF, A**—January 10, Collins's.
- MISER'S CURSE, THE**—June 20, Battersea Palace.
- MR. JUSTICE PERKINS**—By Herbert Sidney, Albert Bruno, and Fred Karno—July 18, Canterbury.
- MODEL AND THE MAN, THE**—Musical sketch, in one scene, by Seymour Hicks, music by Frank Tours, and lyrics by C. H. Bovill (originally produced at the King's, Southsea, August 15)—August 22, London Hippodrome.
- MOLLY DUVEEN**—By Edward Thane—November 14, Imperial, Canning Town.
- MOSCOW**—Ballet divertissement—August 29, Empire.
- MUDDLED MODEL, A**—April 4, Standard.
- MUSIC, THE CONQUEROR**—Dramatic playlet, by Theo C. Le Gar—November 7, Empire, Wakefield.
- MY SAILOR BOY**—In one scene, by F. S. Jennings—November 7, Hammersmith Palace.
- MYSTERY OF A HANSOM CAB, THE**—August 1, Victoria Hall, Walthamstow.
- NANON LAFARGE**—Costume sketch, in one scene, by George R. Sims—August 22, Metropolitan.

- NAPOLEON'S WASHERWOMAN**—May 23, Chelsea Palace.
NAVAL MANŒUVRE, A—December '12, Canterbury.
NED, THE DEVIL—July 25, Surrey.
NELL GWYNN—Comedy episode, by C. Dudley Ward and M. V. Leveaux—December 26, Chelsea Palace.
NEW BUTLER, THE—May 2, Peckham Hippodrome.
NEW KING, THE—November 7, Hippodrome, Eastbourne.
NEW SLAVEY, THE—By Fred Karno and Herbert Sidney—September 26, Canterbury.
NEW WORLD, THE—March 7, Bow Palace.
NICK CARTER—By Ivan P. Gore and Bernard Mervyn—January 10, Sadler's Wells.
NIGHT OF THE GARTER, A—By George Grossmith, jun.—August 1, Tivoli.
NIGHT RIDER, THE—Sketch, in one scene, by Graham Hill—December 12, Holborn Empire, and Kilburn Empire.
NINA—Sketch, by T. M. Paul—October 10, Willesden Hippodrome.
NOBLE REVENGE, A—Dramatic episode, by Albert Ward—August 15, Camden Hippodrome.
NOT THE GIRL'S FAULT—By George Bellamy—November 21, Bedford.
ODD MAN OUT, THE—Revised version of "Breaking it Gently," by Affleck Scott (originally produced at the King's Hall, W.C., March 22, 1908; Vaudeville, May 20, 1908)—June 13, Tivoli.
ODD NUMBER, THE—Comedy, in one scene, by Estelle Burney and Herbert Swears—October 17, Kilburn Empire.
ODD TRICK, THE—January 24, King's Southsea; February 21, Standard.
OJIJA—American Indian scene, by A. L. Hatzan—October 17, Granville.
OLGA'S OATH—February 14, Collins's.
ON THE SANDS—"Frolic," in one scene, arranged by Elise Clerc, with music composed, selected, and arranged by George W. Byng—August 1, Alhambra.
ON THE TRACK—By Harry Roxbury—January 24, Holloway Empire.
OPEN DOOR, THE—By Mrs. Richard Pole—September 12, Canterbury.
†OUR MUTUAL WIFE—Comedy, founded by Arthur Eckersley upon a short story by Sir Hugh Clifford—November 24, Alhambra.
PAPA'S CONSENT—Operatic absurdity, in one scene—October 31, Willesden Hippodrome.
PARDNERS, THE—By Thompson Jackson—March 4, Hippodrome, Hull.
PARIS DEFILE—December 26, Holborn Empire.
PATSY'S COURTSHIP—July 4, Shoreditch Empire.
PECK, OF PECKHAM—April 11, Olympia, Shoreditch.
PEPPER POT, THE—By Jan Rudenyi—December 12, Empire, Wakefield; January 2, 1911, Empress.
PHYLLIS—March 28, Hippodrome, Rotherhithe.
PIPPIN'S MOTHER—April 25, Collins's.
POLAR STAR, THE—Ballet, in three scenes, arranged by Elise Clerc, music composed by G. W. Byng—February 28, Alhambra.
POOR AUNTIE—By Victor C. Rolfe—August 22, Hippodrome, Peckham.
PRAIRIE WOOLING, A—By Ivan Patrick Gore (originally produced at the Aberdeen Music Hall, July 31, 1909, as "Miss Smith of Pine Ridge")—August 15, Grand, Forest Gate.
PREPARING the PANTOMIME—December 5, Croydon Empire.
PRICE OF A SOUL, THE—May 16, Camden Hippodrome.
PRICE OF PEACE, THE—In four scenes, adapted by Cecil Raleigh and R. Heaton Grey from the former's drama produced September 20, 1900, Drury Lane—September 12, Surrey.
PRIVATE DETECTIVE, THE—Episode, in one scene, by J. G. F. Cooke—February 7, Standard.
PRIVATE POTTS—Musical comedy sketch, in three scenes, by Herbert Darnley and Fred Kitchen—January 31, Holborn Empire.
PRIZE WINNER, THE—Play, in one act, by Herbert C. Sargent—August 22, London Coliseum.
QUEEN OF POLONIA, THE—March 14, Islington Empire.
QUEEN OF THE FAIR, THE—Musical play, in one act, by R. C. Thorp and Basil Horsfall—March 7, Camberwell Empire.
QUEEN'S HONOUR, A—Romantic sketch, by Joan Pereira—October 17, Collins's.
QUICK WORK—By Arthur Falkland—December 26, Tivoli, Manchester.
RAT, THE—May 6, Empire, Nottingham.
RAVEN'S TOLL, THE—May 23, Imperial, Canning Town.
RECKONING, THE—By Ellen Lancaster Wallis and Florence Kirkham—March 21, Empress.
***RICHARD III.**—Condensed version of Shakespeare's play, produced by Seymour Hicks—November 7, London Coliseum.
RICHELIEU'S SPY—Historical episode, by Ivan Patrick Gore—February 24, Sadler's Wells.
RIGHT SORT, THE—Condensed version by Sydney Grundy of his play "The Degenerates" (originally produced August 31, 1899, Haymarket)—December 12, London Hippodrome.
***ROB ROY**—March 28, Surrey.
ROCKET, THE—Comedy racing sketch, in two scenes, written and arranged by Wal Pink and Joe Elvin—April 11, Hammer-smith Palace.
ROMANCE OF THE STUDIO, THE—By T. Elder Hearn—November 28, London Coliseum.
ROMANYS, THE—Musical comedy scene, written and composed by Jack Brownson—January 31.
ROSE OF SICILY, THE—Comic opera, in one act, the book, lyrics, and music by George Sheldon—April 4, Camberwell Empire.
R.M.S. "WONDETANIA"—Sketch, in two scenes, by Charles Baldwin and J. Hickory Wood—April 11, Paragon.
ROYAL RIVAL, A—February 21, Bedford.
RUSSIAN PRINCESS, THE—January 3, Camberwell Empire.
SCAMP HAWKINS—By C. Douglas Carlile—April 18, Sadler's Wells.
SEASIDE HONEYMOON, A—January 3, Hippodrome, Norwich.
SECRET OF MYRTO, THE—Musical poem, by Gason Bernardi—August 8, Palace.
†SELF DEFENCE—Dramatic playlet, in one scene, by George H. Broadhurst—December 13, London Hippodrome.
SETTLER'S DAUGHTER, THE—January 3, Middlesex.
SEXTON BLAKE IN AMERICA—By C. D. Carlile—January 3, Bedford.
SHE PAYS THE PENALTY—See "Life."
SHERIFF'S GAMBLE, THE—By Frank Felton—January 17, Standard.

- SHIP AHOY—Nautical comedy playlet, in one scene—August 15, Standard.
- SHOW GIRL, THE—August 8, Camberwell Empire.
- SHIP AHOY!—Nautical divertissement, in one scene, by C. Wilhelm, with music by Cuthbert Clarke, and the dances arranged by Fred Farren—November 15, Empire.
- SICILIANS, THE—Sketch, by Hugh Wynter, with music by Ernest Vousden—April 4, Chelsea Palace.
- SILVER MEDAL, THE—August 22, London Pavilion.
- SINNERS—July 11, Palace, Bow.
- SIREN'S CALL, THE—By Angus Hamilton—July 25, Empress.
- SIR HERBERT—By Barton White—May 2, County, Kingston.
- SIROCCO, THE—Playlet, adapted by Arthur Scott Craven from the Swedish "Simoon"—January 31, Empire, Liverpool.
- SIR ROGER DE COVERLEY—Costume comedy, in two tableaux, by Ernest Legh—February 28, Standard.
- SISTERS—February 7, Alhambra.
- SNAKE'S KISS, THE—By Roland Bottomley—April 25, Peckham Hippodrome.
- SMILER'S WATCH—Sketch, by F. D. Bone—June 13, Camden Hippodrome.
- SOLDIER'S LOVE STORY, A—Domestic military episode—October 27, Olympia, Liverpool.
- SOLICITOR OF THE CROWN, THE—April 18, Pavilion, Newcastle.
- SPENDTHRIFT, THE—Serio-comic domestic sketch—October 10, Victoria Hall, Walthamstow.
- SPIDER AND THE FLY, THE—Condensed version of "Her Luck in London"—May 16, Camberwell Empire.
- SPIES OF THE—(?)—A "great warning to English people," in one scene, by Sydney Blow and Douglas Hoare—July 4, Bedford.
- SPIRIT OF MUSIC, THE—April 4, Willesden Hippodrome.
- SPOONER'S BABY, THE—February 14, Camden Hippodrome.
- STROLLING PLAYER, THE—Dramatic episode, in one scene, by Beatrix de Burgh—January 10, Empress.
- SUMMING UP, THE—June 20, Hippodrome, Woolwich.
- SUPREME MOMENT, A—By Mrs W. K. Clifford—August 8, London Coliseum.
- TABLEAUX WE WANT—By Wal Pink—August 22, London Pavilion.
- TATTERS—July 28, Britannia Pier, Great Yarmouth.
- TEA HOUSE, THE—Japanese one-act play—June 20, London Coliseum.
- TEMPER, THE—February 28, Camden Hippodrome.
- TEXAS JESS—Episode, by Gladys Hastings Walton—October 10, Bedford.
- THIRD DEGREE, THE—By Harry M. Vernon—August 22, Palace, Manchester; October 31, Euston.
- TOILERS, THE—January 3, Rotherhithe Hippodrome.
- TO-MORROW'S DAWN—By S. S. Edwards—June 27, Olympia, Shoreditch.
- TOPSIDE DOG, THE—By F. D. Bone (originally produced at the Court, November 8, 1908)—May 23, Olympia, Shoreditch.
- TOUCH OF THE CHILD, THE—Play, in one act, dramatised by Leon M. Leon from a story by Tom Gailon—(Originally produced April 4, Grand, Blackpool). August 15, Holborn Empire.
- TRILBY—January 17, Willesden Hippodrome.
- TROUBLES WITH A TRAM—May 2, West London.
- UNCLE ISADORE—Ballet, arranged by Mons. Rosi—January 10, Empire, Liverpool.
- UNCLE'S COAT—March 21, Collins's.
- UNDER THE WHITE ENSIGN—June 20, Surrey.
- UNLUCKY STAR, AN—Playlet, in one scene, by Roy Cooper Megrue—June 27, Palace.
- UNINVITED GUEST, AN—May 2, Granville.
- VAN BIENE'S BABY—January 17, Empire, Stratford.
- VERY MODERN OTHELLO, A—one-act musical sketch, written by Claude Aveling, music composed by Harold Samuel—December 19, Empire, Birmingham; December 26, Tivoli.
- VERY, VERY MUCH ENGAGED—February 21, Holborn Empire.
- VILLAGE STORES, THE—May 23, Bedford.
- VISITEUR, LE—one-act play, by Georges Numa—March 7, Palace.
- VOICE OF THE EMPIRE, THE—naval episode, by Stephen Grace—September 19, Camberwell Empire.
- WALF, THE—May 9, Camberwell Palace.
- WANTED, THE CO-RESPONDENT—by Marie Jones—January 24, Collins's.
- WHAT A NIGHT!—August 1, Oxford and Chelsea.
- WHINES AND SPIRITS—by Wal Pink—August 1, Oxford.
- WHITE FEATHER, THE—February 7, Canterbury.
- WHITE KNIGHT, THE—by George Arthur, music by Julian Wilson—September 5, Crouch End Hippodrome.
- WIDOW'S WEEDS—farce, in one scene, by George Ansell—December 5, Empire.
- WILD WOODBINE—musical farce, in one scene, by Leonard Mortimer, music by Alfred Peterson—December 5, Edmonton Empire.
- WILL OF ALLAH, THE—dramatic sketch, in one scene, by Lewis T. Dalrymple, with incidental music by J. Parry Cole—April 18, Euston.
- *WOMAN'S REVOLT, A—one-act play, by W. L. Courtney—(Originally produced July 7, 1909, Palace), August 29, Palace.
- WOW-WOWS, THE—by Fred Karno and Herbert Sidney—August 8, Tottenham Palace.
- WRINKLES ON THE RINK—by Harry Roxbury and Roy Redgrave—March 7, Palace, Reading.
- YELLOW BIRD, THE—by Fred Moule—August 22, Bow Palace.

MISCELLANEOUS EVENTS OF THE YEAR.

- January 11.—Mr. J. L. Graydon's closing performance at the old Middlesex.
- February 2.—Mr. George Alexander celebrated the twentieth year of his actor-management. A number of English dramatists marked the occasion by paying Mr. Alexander a graceful and well-deserved compliment in the form of the following telegram:—"We, present at the meeting of the Dramatists' Club, on Wednesday, February 2, desire to congratulate you on the achievement of twenty years of management, during which you have rendered conspicuous service to the interests of modern dramatic literature." The telegram was signed by Arthur Pinero, J. M. Barrie, Sydney Grundy, R. C. Carton, A. Hope Hawkins, H. V. Esmond, W. S. Maugham, J. B. Fagan, Cecil Raleigh, W. S. Gilbert, Alfred Sutro, and G. Bernard Shaw.
- February 21.—Mr. Charles Frohman began his experiment of a repertory theatre with the production of "Justice"—Duke of York's.
- March 1.—Consecration of the Proscenium Lodge, No. 3,435, at the Freemasons' Hall.
- March 5.—Mr. George Alexander returned at the head of the poll as a Municipal Reform member for South St. Pancras for the London County Council. Mr. Alexander polled 2,719 votes, Mr. Deulson Pender, also a Municipal Reformer, polled 2,633 votes, while their defeated opponents secured 1,281 and 1,267 votes.
- March 25.—The London Shakespeare Festival began with a performance of "The Merry Wives of Windsor"—His Majesty's.
- April 23.—Opening of the Grand Opera Season at Covent Garden.
- April 24.—Sir Herbert Tree was the guest at dinner of several of those actor-managers associated with him in the London Shakespeare Festival—Hotel Métropole.
- May 14.—Opening of the Japan-British Exhibition at Shepherd's Bush.
- June 17.—Mr. Charles Frohman's first repertory season at the Duke of York's ended with a performance of "Chains."
- June 28.—Theatrical Garden Party in aid of the Actors' Orphanage Fund—Botanical Gardens, Regent's Park.
- July 5.—Theatrical Sports, organised by the National Association of Theatrical Employees. Miss Violet Vanbrugh presented the prizes—Stamford Bridge.
- July 6.—Fête and Gala at Rosherville Gardens in aid of the Music Hall Benevolent Institution.
- July 14.—*Matinée* in aid of the Actors' Church Union—Shaftesbury.
- July 14.—Foundation-stone of the Royal Academy of Music's new home laid by Lord Stratheona.
- July 17.—Water Rats' Motor Run to Brighton.
- July 18.—Opening day of the Chester Pageant. Opening ceremony performed by the Luke of Westminster.
- July 21.—Music Hall Sports in aid of the Variety Artists' Benevolent Fund. Prizes given away by Mrs. Harry Tate—Stamford Bridge.
- July 25.—Opening day of the Midsummer Shakespearean Festival at Stratford-on-Avon. On the same day Mr. F. R. Benson was presented, at the Town Hall, with freedom of the borough of Stratford-on-Avon. The Midsummer Festival was by way of a continuance of the ordinary Festival, which in 1910 was brought to an end when King Edward died.
- July 26.—Bill to amend and consolidate the law of copyright introduced in the House of Commons by Mr. Sydney Buxton.
- August 2.—Annual Theatrical Gala at Liverpool.
- August 3.—Annual race for Doggett's Coat and Badge, over the usual course—London Bridge to Chelsea—won by R. J. Pocock (Eton).
- October 1.—The Surrey closed for reconstruction.
- October 3.—Opening of Mr. Thomas Beecham's autumn season at Covent Garden, with Ambrose Thomas's opera "Hamlet."
- October 4.—*Matinée* at the Lyceum on behalf of the widow of the late Mr. Ernest Carpenter.
- October 5.—*Au revoir* Supper to Mr. Fred Terry at the Hotel Métropole.
- October 7.—Reception to Mme. Sarah Bernhardt (organised by the Countess of Warwick and Mrs. Montague Fowler) at the Hoborn Restaurant.
- October 10.—Shakespearean Exhibition at the Whitechapel Art Gallery opened by Sir Herbert Tree.
- October 14.—Farewell Celebration at the Standard, Pimlico, which finally closed the following evening.
- October 14.—The first of a new series of salon lectures organised in aid of the funds of the Liverpool Ladies' Sanitary Association was given by Mr. H. B. Irving at the Adelphi Hotel, Liverpool.
- October 17.—Re-opening of the Britannia by Mr. George Conquest with "Facing the World Alone."
- October 21.—Actors' Day.
- October 22.—Fourteenth Annual Balaclava *Matinée* at the Alhambra.
- October 22.—Re-opening of Terry's as the Grand Casino.
- October 22.—"Dr." H. H. Crippen convicted at the Old Bailey of the murder of Belle Elmore and sentenced to death.
- October 29.—Mr. Laurence Housman gave a reading of his play "Pains and Penalties," for which a license had been refused by the Lord Chamberlain—Bechstein Hall.
- November 7.—Entertainment in aid of the Actors' Benevolent Fund given at St. Augustine's Hall, Commercial Road, E.
- November 11 and 12.—At the Clerkenwell Sessions House the Theatres and Music Halls Committee of the London County Council sat to consider the applications for licenses and renewals and transfers of licenses for stage plays, music and dancing, and music. The agenda contained a list of 468 applications in respect of 446 halls.
- November 17.—Inauguration of "Thursday Afternoon Caserries" at the Little, M. Reynoldo Hahn lecturing on "L'Education Musicale de la Femme."
- November 18.—Actresses' Franchise League *Matinées* at the Aldwych.
- November 20.—Annual Charitable Concert held by the National Association of Theatrical Employés—Coliseum.
- November 20.—8th Annual N.A.T.E. Concert at the London Coliseum.
- November 21.—Annual *Matinées* of the Grand Order of Water Rats—Oxford.

- November 21.—Annual Charity *Matinée*, organised by the Grand Order of Water Rats, at the Oxford.
- November 23.—Execution of "Dr." Crippen at Pentonville Prison for the murder of Belle Elmore.
- November 24.—Mr. George Alexander gave a dramatic recital, with music, of Mr. Stephen Phillips's "Paolo and Francesca," at the St. James's Theatre, in aid of the Association for the Supply of Spectacles in London Elementary Schools.
- November 24 and 25.—Two *Matinées* were given at the Haymarket in aid of the funds of the Shakespeare Memorial National Theatre, when the bill consisted of four one-act pieces.
- November 25.—The London County Council sat at the County Hall as the licensing authority for London (stage play, music, and music and dancing licenses).
- December 2.—The Public Control Committee of the London County Council sat for the first time at the County Hall, Spring Gardens, to consider applications for licenses to practise as agents. The sitting was held under the powers conferred upon the Council in their General Powers Bill, which came into operation on January 1, 1911.
- December 5.—Statue to the memory of Henry Irving, erected at the rear of the National Gallery, unveiled by Sir John Hare. The statue is of bronze, nine feet high, on a plinth of Portland stone, and Sir Henry is represented standing in his Doctor's robes. On the plinth is the inscription:—
Henry Irving, actor; born 1838, died 1905; knight; Litt.D., Dublin; D.Litt., Cambridge; LL.D., Glasgow; erected by English actors and actresses and by others connected with the theatre in this country.
- Other speakers were the Mayor of Westminster and Mr. H. B. Irving.

- December 16.—The Public Control Committee of the London County Council again sat at the County Hall, Spring Gardens, to consider applications for licenses to practise as agents.
- December 19.—A meeting was held at the hotel Metropole (Winchall Rooms) of the Theatrical Managers' Association and the Society of West End Theatre Managers, with the Entertainments Protection Society and other proprietors of music halls. Sir Herbert Tree occupied the chair. The object of the meeting was to consider the Agreement which was drawn up in 1906 between theatrical managers and music hall proprietors, which defined the limits within which stage plays could be presented in music halls without the theatrical managers prosecuting, the Agreement was unanimously ratified by the members present on both sides. A modification of Clause 1 Sub-section (c) relating to the production in music halls of adaptations of stage plays was suggested to the effect that the number of years after which such production might be made should be reduced from fifteen to seven. This was discussed, and eventually it was left to be considered by the three associations.
- December 19.—Football Match in aid of charity played on the Fulham Club's ground between teams representing the Stage and the Church. The Church team won by 5 goals to nil.
- December 12.—Princess Christian of Schleswig-Holstein was present at Seaford House to open the annual exhibition of clothes and blankets organised by Miss Louise Stopford.
- December 13.—*Matinée* at the London Hippodrome in aid of the V.A.B.F. About £200 was realised.

GENERAL MEETINGS OF SOCIETIES, &c.

- January 5.—First Meeting of the Kinematograph Defence Association—Holborn Restaurant.
- January 9.—Special Meeting of the Variety Artists' Federation to consider proposed alterations to rules. The principal variation was one which allowed the appointment of a permanent chairman—Bedford Head Hotel.
- January 16.—Annual General Meeting of the Variety Artists' Federation. Mr. Fred Herbert in the chair. The accounts showed that £3,982 6s. 6d. had been derived from subscription stamps, and £304 10s. from entrance fees. The receipts for the year from all sources totalled £3,451, which with £1,325 brought forward from the previous year made £4,776. Among the payments, which totalled £2,864, were items £1,152 for salaries and £502 for law charges. A balance of £1,912, or nearly £600 more than the previous year, was carried forward. At this meeting the Federation formally severed itself from the General Federation of Trades Unions—Bedford Head Hotel.
- January 18.—Annual General Meeting of the Cinematograph Operators' Association at

29, Wellington Street, Strand. Mr. J. Wood in the chair. Some rules were amended, and the accounts showing an income of £56 16s., and an expenditure of £40 8s. 10s. were formally passed.

- January 25.—Annual General Meeting of the Actors' Association. Mr. Frederick Morland in the chair. The accounts showed an income of £749 19s. 5d., including £40 11s. 1d. brought forward from the previous year. Members' subscriptions totalled £587 8s. and entrance fees £18. The expenditure, including £30 debentures redeemed, was £730 17s. 5d. The most important business of the meeting was the passing of a resolution formally confirming the action of the majority in the old Council of inviting the actor managers who had resigned from the Association to return. It was framed in the following terms:—
"That this meeting wishes to express its approval of the action taken by members of the Council that the actor-managers who resigned should be asked to again become members of the Association." The resolution was carried, and an amendment moved by Mr. Cecil Raleigh to the effect that: "This meeting desires to express its regret that the Council did any-

thing in this matter until it had first appealed to a general meeting of the members," was lost. A motion by Mr. Cecil Raleigh that it be an instruction to the Council that the fullest minutes of their proceedings should be given the Press for publication was lost by 35 votes to 19; and a motion by Miss Rose Matthews to the effect that the Council should not elect any member associated in any way with theatrical management to fill any vacancy that might occur on the Council was also lost, 26 voting for it and 38 against—Terry's.

February 3.—Annual General Meeting of the Variety Artists' Benevolent Fund, Mr. Fred Herbert in the chair. The accounts showed an income of £1,355 ls., including £610 17s. 1d. from donations, £106 19s. 7d. from percentages on matinées, £140 19s. 7d. share of Coliseum matinée, and £342 17s. on M.H.A.K.A. membership cards. The expenses were £1,108 13s. 6d., including £733 3s. 8d. granted in relief, and £181 4s. 11d. out on loans. The Fund finished the year with £740 12s. 7d. in hand—Bedford Head Hotel.

February 4.—Annual General Meeting of the Theatrical Managers' Association, Sir Herbert Tree in the chair—Tavistock Hotel.

February 7.—Annual General Meeting of the Actors' Benevolent Fund, Sir Herbert Tree in the chair. The accounts showed an income of £4,597 ls. 10d., including £778 11s. 10d. from subscriptions and donations; £1,135 19s. 6d. dinner account; £1,155 15s. from the Covent Garden Fund; £213 14s. 2d. bequests; £201 2s. 2d. from the Betty Fund, and £913 6s. 7d. from investments. The expenses are £4,532 3s. 2d., including £3,802 15s. 1d. spent on allowances, gifts, and loans. During the year, 2,023 cases had been relieved. Mr. George Alexander made the suggestion that all those clubs which thrived owing to what was called an interest in the Drama, such as the Playgoers, the O.P., the Dramatic Debaters, and the Gallery First Nighters' should be asked to contribute to the Actors' Benevolent Fund—His Majesty's.

March 3.—Annual General Meeting of the Music Hall Ladies' Guild, Mrs. G. H. Smythson in the chair. The accounts from July 1, 1908, to February 22, 1910, showed receipts £561 9s. 9d.; and payments, including £135 8s. 11d. spent on food, clothing, and general assistance to poor artists, and £35 19s. spent on Christmas tree and dinner to poor children, of £449 17s. 8d.—Bedford Head Hotel.

March 22.—Annual General Meeting of the Royal General Theatrical Fund, Mr. Edward Terry in the chair. The accounts showed an income of £3,889 6s. 6d. Of this, £959 2s. 9d. was members' subscriptions, and the balance was made up from receipts from the dinner, various investments, and charitable bequests. The expenditure was £2,672 18s. 11d., including £1,729 19s. 4d. paid to annuitants—Terry's.

May 24.—Annual General Meeting of the Touring Managers' Association, Mr. Wentworth Croke in the chair—Managers Club.

May 27.—Annual General Meeting of the subscribers to the Actors' Orphanage Fund, the Right Hon. Lord Alverstone, the Lord Chief Justice in the chair. The accounts showed an income of £3,179 8s., which included £2,044 2s. 10d. profit from the garden party, and expenses £1,407 9s. 4d., with excess of income over expenditure of

£1,771 13s. 8d. The principal speakers were Lady Tree, the Rev. Arthur Brinckman, Mr. Alfred Lester, Miss Lillian Braithwaite, Mr. Harry Nicholls, Miss Irene Vanbrugh, Mr. Cyril Maude, Mr. George Alexander, and Miss Lena Ashwell—Playhouse.

May 30.—Annual Conference of the Actors' Church Union, the Lord Bishop of Southwark in the chair. The principal speakers were Mr. Edward Compton, the Bishop of Glasgow and Galloway, Mr. Cyril Maude, the Rev. A. C. Laughlin, the Rev. Stephen Barrass and Miss Phyllis Broughton. The report stated that during the past year the number of members, associates, and chaplains had increased from 430, 293, and 236 to 574, 444, and 253 respectively, while the number of centres had increased from 176 to 225, 54 of which were in London. The balance-sheet showed total receipts of £399 3s. 7d. as against £269 3s. 3d. for 1908. The expenditure was £348 2s. as against £192 16s. 8d. The subscriptions of members and associates during 1909 amounted to £127 16s., an increase of £23 10s. 1d. on the previous year.

June 1.—Annual General Meeting of the Travelling Theatre Managers' Association, Mr. A. E. Drinkwater in the chair—Criterion.

June 2.—The Summer General Meeting of the Theatrical Managers' Association, Mr. J. Macready Chute in the chair—Tavistock Hotel.

June 27.—Annual General Meeting of contributors to Actors' Day Fund, Mr. Sydney Valentine in the chair. The accounts for the period October 1, 1908, to September 30, 1909, showed contributions £299 5s. 9d., and grants and loans paid out £60 12s. 6d.—Duke of York's.

July 1.—Public Inaugural Meeting of the Liverpool Playgoers' Society, Mr. B. Iden Payne gave an address on the subject of "The Dramatic Renaissance." Professor C. H. Reilly presided—Bear's Paw Restaurant, Liverpool.

July 13.—Annual General Meeting of the Music Hall Sick Fund—Crown Hotel, Charing Cross Road.

July 22.—Mass meeting organised by the Sunday Defence Committee. The following resolution was carried: That in order to avert the imposition of a compulsory seven days' working week upon variety artists, actors, musicians, and employes, this meeting declares it to be imperative that the license of any place, licensed for public amusement, should prohibit the opening of such premises on Sunday by way of trade or personal gain. Mr. J. Ramsay Macdonald, M.P., was in the chair. The speakers included Mr. W. H. Clemart, Mr. Charles Jesson, Mr. William Johnson, Mr. J. B. Mulholland, and Mr. J. W. Broughton—Terry's.

September 1.—Annual General Meeting of the Music Hall Home Fund, Mr. Walter de Frece in the chair. The accounts showed expenditure £40 17s. 7d., and income £578 7s.—Three Stags Hotel, Kennington.

September 30.—General Meeting of the O. P. Club, Mr. A. E. W. Mason was re-elected President and Mr. J. Bernard Dickson the Vice-President for the ensuing season. Mr. F. H. Jones is treasurer—Adelphi Hotel.

October 13.—Annual General Meeting of the Music Hall Benevolent Institution, Mr. Joe Elvin in the chair. Speakers included Mr. C. Douglas Stuart, Mr. Harry Blake, Mr. Fred Herbert, Mr. Albert Schafer.

- The accounts, which covered a period extending from April 1, 1900, to September 30, 1910, showed expenses (which included a loss of £205 on the Rosherville Gardens fête and gala) of £256 0s. 9d., and an income of £1,157 0s. 11d. Items in this were: share of M.H.A.R.A. dinner, £400; share of Coliseum matinée, £140 19s. 3d., and subscriptions and donations, £853 17s. 1d.—Bedford Head Hotel.
- October 18.—Further meeting of subscribers to Actors' Day, when the accounts as from October, 1909, to September 30, 1910, were presented. These showed an income from contributions of £260 11s. 2d. and £27 4s. 4d. from investments. Grants and loans during that period, less amounts repaid, were £102 2s. Mr. Sydney Valentine in the chair—St. James's.
- October 30.—Annual General Meeting of the Music Hall Artists' Railway Association. Mr. Joe Elvin in the chair. The accounts showed an income of £2,550 6s. 10d., including £1,689 10s. from subscriptions and £477 10s. from entrance fees, and an expenditure of £2,249 13s. 4d. In addition £300 10s. had been given to charities. The speakers included Mr. C. Douglas Stuart, Mr. Fred Herbert, Mr. Arthur Rigby, Mr. Vernon Cowper, Mr. C. C. Bartram, Mr. Charles Coborn, Mr. Paul Martinetti, and Mrs. Vernon Cowper—Bedford Head Hotel.
- November 3.—Annual General Meeting of the Music Hall Ladies' Guild, Mrs. G. H. Smythson in the chair. The speakers included Miss Melinda May, Miss Lottie Albert, Mr. Fred Herbert, Mr. Charles Coborn, the Rev. Stephen Barrass, Miss Irene Rose, Miss Lily Burnand, Mrs. Vernon Cowper, and Mr. Douglas Stuart. The accounts for the period from February 23, to October 19, showed an income of £134 13s. 8d., and an expenditure of £182 15s. 8d.—Bedford Head Hotel.
- November 6.—Annual general meeting of the Showmen's Guild at Rotherham.
- December 9.—Annual General Meeting of the Theatrical Ladies' Guild, Miss Fanny Brough in the chair. The accounts showed an income of £289 6s. 3d., and an expenditure of £444 odd. The Badges to the successful Bee workers were presented by Lady Hulse, and the speakers were, in addition to Miss Brough and Lady Hulse, Miss Eva Moore, Miss Gertrude Kingston, Miss Henrietta Watson, Mrs. J. B. Fagan, Miss Victoria Addison, Miss Irene Vanbrugh, Miss Compton, Miss Mary Suzanne Sheldon, and Mrs. Raleigh—St. Rorke, Mrs. Pertwee, Miss Lilian Braithwaite, Miss Louise Stopford, Miss Vane Featherston, Lady Tree, Miss Carlotta Addison, Miss Evelyn D'Alroy, Miss James's.

LECTURES, ADDRESSES, ETC., OF THE YEAR.

- January 30.—Miss Margaret Halstan read a paper before the members of the Manchester Playgoers' Club on the subject of "Shakespeare's Heroines," Judge Parry, president of the club, in the chair. Miss Halstan stated that any person of sensitive temperament studying Shakespeare's heroines must to a certain extent be influenced by them and unconsciously assume some of their characteristics. It was impossible for an actress who felt to explain how she produced certain of her effects, for after making a careful study of the play and after trying to grasp the author's meaning, so much came spontaneously and almost by inspiration. The sensitive and imaginative temperament could, she thought, so identify herself with the character that its gradual development would become, like the growth of a plant, from the seed to the full-grown flower. She took four of Shakespeare's heroines—Juliet, Imogen, Portia, and Viola—and spoke at length on the different kinds of love they typified.
- February 4.—Mrs. Kendal delivered a lecture in connection with the Liverpool Ladies' Sanitary Association, at the Adelphi Hotel, Liverpool. The title was "Meanderings between Roses and Thorns." In the course of her remarks Mrs. Kendal said: "I have been asked why my husband and I have always acted together, and have never been separated. May I say that when husband and wife become divided in theatrical engagements a shadow may grow up at home that may divide them for ever. It was an expressed wish that we married on the condition that we should never be separated, but always act together. No doubt certain go-ahead people would have preferred it otherwise, and we should have saved more pounds than we have to-day. But there is another section of the public, thank God, who say they like to see us act together, and the very fact of knowing that we are man and wife gives a certain satisfaction which they would not otherwise feel."
- January 23.—Mr. Patrick Kirwan addressed the members of the Playgoers' Club on the subject of "Vulgarity on the Stage"—Hotel Cecil.
- February 20.—Mr. James Welch delivered a lecture, entitled "Fools," to the members of the O.P. Club—Criterion Restaurant.
- February 27.—Mr. Hannen Swaffer read a paper, entitled "Why Frohmanise the Theatre?" before the Gallery First-Nighters' Club—Bedford Head Hotel.
- February 27.—Mr. Frederick Whelen read a paper before the members of the Playgoers' Club, entitled "An Optimist on the Theatre"—Hotel Cecil.
- February 6.—Mr. Henry Arthur Jones lectured to members of the O.P. Club on the subject of "Standardising the Drama."
- February 27.—Mr. Henry Arthur Jones delivered a lecture at a Sunday League Concert at the Alhambra on "The Licensing Chaos in Theatres and Music-Halls." Sir Herbert Tree in the chair. Mr. Jones, who strongly advocated the single license, said the two rules on framing the license should be:—"Let any citizen who provides amusement for his fellow-citizens have the right to give them whatever amusement he thinks they want, providing only that it is not dangerous, harmful, or indecent. Let every citizen who wants amusement have the right to go where such amusement is provided." In the

- course of his lecture he pointed out that THE STAGE YEAR-BOOK showed the following varied forms of licensing:—1. A Patent Theatre. The only remaining patent theatres in England were Covent Garden, Drury Lane, Royal, Bath, and Royal, Margate. 2. Lord Chamberlain's license for stage plays only, and for the sale of drink, but no smoking. 3. L.C.C. license for plays, but no drink. 4. L.C.C. license for plays and drink. 5. L.C.C. license for plays and drink and smoking. 6. L.C.C. license for variety entertainments, and smoking without drinks, and without plays of any kind. 7. L.C.C. license for variety entertainments and drinking and smoking. 8. Provinces. Similar licenses, with the occasional privilege of holding three distinct kinds of licenses granted by the local authorities. 9. Dublin, under the approval of the Lord Lieutenant. 10. The rest of Ireland, under the approval of the local magistrates. 11. The Isle of Man. A license from the House of Keys. 12. In Glasgow the theatres were licensed, with no sale of drink after ten. Judging from the national character this seems to be a distinct encouragement to the audience to miss the earlier acts and get drink while they had time. 13. The Oxford and Cambridge theatres were controlled by the University authorities.
- March 6.—Mr. Henry Neville lectured on "The Good Old Times" to members of the O.P. Club, Mr. T. McDonald Rendle in the chair—Criterion Restaurant.
- March 17.—At the King's College, in connection with the London Shakespeare League, Mr. Henry Arthur Jones delivered a lecture upon "Shakespeare and the Modern Stage." Dr. Furnivall presided.
- April 10.—Mr. Henry Savage read a paper entitled "Propagandism and the Drama," to the Gallery First Nighters' Club.
- May 4.—Before the Ethological Society, at the Royal Society of British Artists, Suffolk Street, Pall Mall, Mr. Henry Arthur Jones delivered a lecture on "Delineation of Character in Drama." Mr. A. B. Walkley presided. Mr. Jones said there was a demand for minute and exact portraits of modern living beings on the stage. The public were less concerned with types, more concerned with individuals. If the modern dramatist was to be called upon to give realistic and scientific delineations of character, he was surely entitled to ask for their precise duplicates in real life to play them. The fact was, if a dramatist had clearly conceived and drawn a living character, it was astonishing what a number of actors with varied personalities could play it with equal effect, and with much the same result upon the audience.
- June 9.—Mr. Granville Barker delivered an address before members of "The Times" Book Club on the subject of "The Theatre: The Next Phase." Mr. Barker advocated, amongst other things, the enlargement of the boundaries of the technique of the theatre, and the running by the State of a free theatre for the performance of Shakespeare's plays.
- July 15.—Mr. W. T. Stead read a paper on "The Relation of the Theatre to Public Morals" at the "Public Morals" Conference at the Caxton Hall, Westminster.
- July 31.—Miss Mary Rorke read a paper on "The Artistic Side of Woman's Life" at the Roman Catholic Congress at Leeds.
- August 25.—Mr. Martin Harvey delivered the first of a series of lectures in favour of the proposed Shakespeare National Theatre—Harrogate.
- September 13.—Sir Herbert Beerbohm Tree, Mr. T. P. O'Connor, M.P., Sir Edward Russell, and others took part in a debate on modern dramatic criticism, which was held at the Guildhall at the annual conference of the Institute of Journalists. The Hon. H. L. W. Lawson, M.P., presided.
- October 2.—Mr. Osman Edwards gave a lecture before the Manchester Playgoers' Club on "The Belgian Playwrights—Maeterlinck and Verhaeren"—Midland Hotel, Manchester.
- October 14.—Mr. H. B. Irving delivered a lecture at the Adelphi Hotel, Liverpool, in aid of the funds of the Liverpool Ladies' Sanitary Association. Sir Edward Russell presided. Mr. Irving in the course of his remarks touched on such subjects as a National Theatre, Sunday performances, prejudice against the Theatre, competition in amusements, the value of the Repertory Theatre, the difficulties of modern criticism, and the Censorship.
- October 16.—Mr. Laurence Houseman, before a meeting of the O.P. Club, opened a debate on the Censorship of Stage Plays, Mr. E. F. Spence in the chair. The following resolution was carried, the chairman declining to accept an amendment on the grounds that amendments had not been known at previous O.P. meetings:—That the Censorship of stage plays as at present constituted is an offence against reason and liberty, and leaves to an official, independent of Parliamentary control, a dangerous latitude both in the interpretation and carrying out of law.
- October 26.—Mme. Yvette Guilbert was the principal speaker at a meeting of the Actresses' Franchise League. Miss Decima Moore presided, and other speakers were Lady Carl Meyer and Mr. Frederick Whelen—Piccadilly Hotel.
- November 6.—Mr. Horace Collins read a paper,—"When will the Stars Fall?" before the Gallery First Nighters' Club.
- November 13.—Mr. James Mortimer delivered an address, entitled "Some Casual Remarks Concerning the Press and the Stage," to the members of the O.P. Club, Mr. F. McDonald Rendle in the chair—Criterion Restaurant.
- November 20.—Mr. Osman Edwards read a paper to members of the Playgoers' Club on "Dramatic Chaos," Mr. W. Pett Ridge in the chair—Hotel Cecil.
- November 20.—Mr. Tripp-Edgar read a paper, entitled "Queues and Cues," before the Gallery First Nighters' Club, Dr. Pryer Jenkins in the chair.
- December 4.—Mr. Laurence Irving read a paper, entitled "Is the Serious Drama Perishing?" before members of the O.P. Club at the Hotel Cecil. Mr. Irving also propounded and answered the question: "Was the Serious Actor Disappearing?" He was inclined to think that both were in danger of disappearing. His opinion was that the tastes for drama and good acting must go hand in hand.
- December 11.—At the Hotel Cecil Mr. Henry Ainley read a paper to the members of the Playgoers' Club on "The Actor's Influence."
- December 18.—Mr. Moss Mansell read a paper, entitled "Cynimation," before the members of the Gallery First-Nighters' Club.

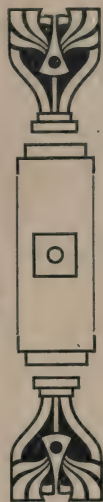
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OBITUARY.

- Alexander, Dot (Dorothy Allen). December 15.
 Allen, Dorothy (Dot Alexander). December 15.
 Anderson, Mr. H. D. Aged 63. August 27.
 Antley, George. February 7.
 Archer, Mrs. Fred (Marie Pritchard). March 17.
 Ashley, Charles Milton. July 4.
 Astley, Hugh Francis Lethbridge. Aged 78. June 24.
 Atherston, Weldon. July 16.
 Austa, Amber (Mrs. Wm. Haines). August 3.
 Avelay, John. Aged 26. October 31.
- Baines, Mary Lavinia. Aged 59. November 2.
 Barbour, William. Aged 47. February 5.
 Barham, Harry (Henry Byron). December 21.
 Barrasford, Thomas. Aged 50. February 1.
 Barth, Alice. July 18.
 Bassett, W. S. November 13.
 Beaumont, Walter. December 2.
 Belfry, Venie. April 2.
 Bell, Edward Armstrong. June 10.
 Benham, Emily. Aged 50. December 29.
 Bint, Kate. January 9.
 Bird, Will. December 29.
 Bishop, Alfred. Aged 44. January 20.
 Bjornson, Bjornstjerne. April 26.
 Blair, Mrs. Hansard (Thea Symmes). May 13.
 Blake, Flora. October 25.
 Blanchard, Amy. Aged 66. May 20.
 Boins, Fred. December 26.
 Borée, Albert. January 5.
 Bradley, John. Aged 46. May 9.
 Brophy, Annie (Anne Kathrine Thomas). April 19.
 Browning, Susan. March 5.
 Bullough, Mrs. John (Maud Darrell). Aged 27. October 31.
 Burgess, Eliza Caroline (Norma Dumayne). May 2.
 Burnard, Dan Francis. November 19.
 Burnot, Mrs. Walter (Polly Randall). Aged 57. June 6.
 Byron, Henry (Harry Barham). December 21.
- Caddick, Ben. Aged 57. November 18.
 Caird, Dora (Mrs. Graham Good). January 11.
 Callaghan, J. November 18.
 Campbell, Edmund Voulaire. Aged 75. August 29.
 Cariss, Mary Kitchin. July 1.
 Carlton, Winifred Agnes. Aged 28. December 26.
 Carney, Annie. Aged 52. October 8.
 Carter, Mrs. October 23.
 Charles, William. November 13.
 Chippendale, Johnny. December 18.
 Clarke, Creston. Aged 41. March 21.
 Clarke, John H. January 22.
 Clifton, Harriet. Aged 63. February 27.
 Cohen, Isaac. Aged 77. October 1.
 Collingwood, Lester. Aged 54. September 19.
 Collins, Lottie (Mrs. Jas. Tate). Aged 42. May 1.
 Colverd, Edward Frederick. Aged 37. September 10.
 Compton-Mackenzie, Mrs. Emmeline Catherine (Emmeline Montague). December 31.
 Conway, Bert. August 24.
 Cooke, Nathaniel Clive Hunter. Aged 40. June 16.
 Cooper, Richard Wightman. July 14.
 Coslam, Ernest. Aged 44. November 12.
- Courtenay, Dr. Fred. August 5.
 Coutts, Compton. April 11.
 Coutts, Henry. Aged 42. November 21.
 Cowen, Emily. Aged 89. March 29.
 Craven, Hawes. Aged 63. July 22.
 Crippen, Mrs. H. H. (Belle Elmore). March.
 Cross, Alfred Brookes. Aged 50. January 2.
 Cross, Mrs. Julian. November 17.
 Cullen, Enid Fedora. April 23.
 Curtis, Walter. Aged 49. November 5.
- Daines, R. B. Aged 79. October 7.
 Dalby, Louise. December 3.
 Dale, Mrs. Harry (Gertie Monte). Aged 45. August 11.
 Dallaway, Bertha. Aged 21. October 6.
 Darrell, Maud (Mrs. John Bullough). Aged 27. October 31.
 D'Auban, Emma. October 13.
 Davies, Charles James. Aged 74. January 20.
 Davies, Lillian. December 30.
 Davis, Horace. January 13.
 Day, Professor Thomas. June 15.
 Dayton, Florence Mary. April 24.
 Deane, Charles. Aged 44. October 17.
 Deane, William. Aged 45. October 25.
 De Lee, Eliza. March 21.
 De Levante, Sophie Lydia. April 14.
 De Vere, Fred. May 2.
 Dittmar, Heinrich. October 10.
 Dooner, James. Aged 70. June 13.
 Dubourg, Augustus W. Aged 80. July 8.
 Duncan, William (Captain Rowley). December 10.
 Dyson, Joshua. November 30.
- Edwards, Arthur. September 17.
 Edwards, Julian. September 29.
 Ellerton, J. Alf (W. A. J. Rollason). Aged 20. April 20.
 Elliott, Elizabeth Turner. January 15.
 Elmore, Belle (Mrs. H. H. Crippen). March.
 Emery Frank. November 4.
 Emmett, Nat. Aged 82. January 21.
 Estal, George (Ransford). August 1.
 Eugene, Mysie. August 20.
 Eversleigh, Flo (Mrs. Harry Kirk). December 9.
- Fallon, William. December 26.
 Fancourt, Mrs. Tom (Jennie Rubie). November 17.
 Faust, Edwin. Aged 69. March 8.
 Filkin, May (Little May Renaud). December 27.
 Finsley, Tom. Aged 68. December 29.
 Fish, Eliza Rachel. April 20.
 Fitzgerald, Tom (Thomas Fitzgerald O'Connor). October 21.
 Foote, Vere Cecil. Aged 31. April 20.
 Fox, Imro. March 4.
 Fox, John Henry. Aged 35. November 15.
 Frank, John Constantine. April 25.
 Freeland, Louie. May 4.
- Gain, Mary Louise. Aged 38. February 24.
 Gaunt, Elsie. April 4.
 Gerald, Marie. Aged 52. June 1.
 Gibbs, Charles. March 15.
 Ginnett, Ehen. March 2.
 Glenville, Harry. Aged 62. September 14.
 Glover, Annie. October 23.
 Good, Mrs. Graham (Dora Caird). January 11.

- Goodhart, Charles. December 22.
 Graham, Caroline. Aged 74. October 16.
 Green, J. Aged 47. March 22
 Gros, Henri. July 24.
- Halford, Alfred. April 17.
 Hall, Harry. Aged 20. September 4.
 Hall, Phoebe (Ame Senyah). Aged 68. June 23.
 Ham, Isabella Caroline. February 8.
 Hammonde, Frank. January 29.
 Harris, J. H. (Simpson McLaren). December 19.
- Hartington, Ivy. October 11.
 Harwood, Robb. Aged 40. February 20.
 Hawtrey, George Proctor. August 17.
 Hayden, Maud. Aged 38. May 10.
 Henry (Frank), Charles. August 1.
 Herbert, Ned. Aged 69. May 8.
 Hill, Hamilton. June 28.
 Hinks, William. Aged 46. July 9.
 Hodson, Henrietta (Mrs. Henry Labouchere). October 30.
 Holland, George. Aged 64. February 17.
 Hudson Lucy. March 14.
 Hughes, John. January 23.
 Hughes, Mrs. (Polly Kinsella). June 6.
 Hume, Ernest. August 2.
 Hunter, Ada Lillah (Lillah Price). July 30.
- Izard, Alfred Edward. July 11.
- James, Mrs. Cairns (Jessie Moore). November 28.
 Jennings, Harry. August 29.
 Jerold, Mary Ann. Aged 78. March 30.
 Jimson, J. C. May 15.
 Johnson, Henry. Aged 103. June 12.
 Johnson, Mrs. Wm. October 20.
- Kay, Madeline. Aged 25. December 28.
 Keats, Annie Gertrude. January 20.
 Keeley, H. November 12.
 Keith, Elaine Muriel. September 1.
 Kennard, Willie. October 13.
 Kethra, Frank. August 10.
 Kinsella, Polly (Mrs. Hughes). June 6.
 Kirby, Hartwell J. February 28.
 Kirk, Mrs. Harry (Flo Eversleigh). December 9.
 Knight, Augustine. January 8.
 Kottaun, Mrs. Celian. June 20.
- Labouchere, Mrs. Henry (Henrietta Hodson). October 30.
 Lambert, Charles Edward. February 2.
 Le Clair, William. October 20.
 Ledborough, Violet. September 3.
 Le Page, Francis. May 31.
 Letters, Will. Aged 33. August 22.
 Little, Rose Amelia. Aged 33. October 17.
 Lloyd, Ramsay Percy Richard. January 29.
 Locke, Mrs. C. H. April 10.
 Longdon, Valerie Susie (Lady Meux). December 28.
 Lonsdale, T. W. S. Aged 28. January 28.
 Loveday, Henry Joseph. March 29.
 Lowe, Trevor. Aged 32. February 5.
 Lynch, Margaret Ann. Aged 39. May 22.
 Lyndon, Mrs. Frank (Ella Nourse). August 19.
- Macbeth, Allan. August 25.
 McClelland, Rosie. January 23.
 Mackenzie, Percy Compton. December 24.
 Maclaren, Simpson (J. H. Harris). December 19.
 Maries, Nance. March 24.
 Marshall, Willie. September 1.
 Marshall, Captain Robert. Aged 47. July 1.
 Mather, Mrs. (née Elvira Behrens). Aged 74. March 25.
 Matt, John. May 21.
- Meux, Lady (Valerie Susie Longdon). December 20.
 Millar, W. J. L. Aged 85. June 25.
 Montague, Emmeline (Mrs. E. C. Compton-Mackenzie). December 31.
 Monti, Gertie (Mrs. Harry Dale). Aged 45. August 11.
 Moore, Augustus George Martin. Aged 54. December 27.
 Moore, Jessie (Mrs. Cairns James). November 28.
 Morgan, Lily. March 24.
 Morse, Angelina Howe. February 3.
 Morse, Charles Francis. January 22.
 Moss, Mrs. T. H. April 2.
- Neiman, Fred. Aged 50. December 25.
 Neville, Henry. Aged 73. June 19.
 Nolan, Michael Patrick. Aged 42. January 12.
 Norris, W. H. March 11.
 Nourse, Ella (Mrs. Frank Lyndon). August 19.
- O'Donovan, Hebe. December 7.
- Oatley, Maud. January 15.
 O'Connor, Thos. Fitzgerald (Tom Fitzgerald). October 21.
 Olive, John. Aged 76. February 2.
 O'Shaughnessy, Peter. August 4.
- Palmer, Bessie. Aged 79. September 1.
 Parker, George. September 7.
 Parker, Mary (Mrs. Stafford Smith), January 27.
 Parris, George John. Aged 79. May 21.
 Pascoe, James. Aged 34. February 7.
 Pateman, "Robbie." Aged 24. March 17.
 Paterson, Jennie Glassford. Aged 68. November 27.
 Pearson, James. February 13.
 Phelps, Charles H. May 3.
 Philp, James East. Aged 42. June 21.
 Plant, John James. Aged 75. July 26.
 Postlethwaite, Charles Francis (Frank). August 15.
 Price, Charles Henry. March 1.
 Price, Lillah (Ada Lillah Hunter). July 30.
 Pritchard, Marie (Mrs. Fred Archer). March 17.
- Raynor, William Simpson. September 16.
 Reed, Henry Erastus. Aged 83. June 9.
 Reeder, Louis de. Aged 46. December 10.
 Renaud, Little Mary (Filkin). December 27.
 Richardson, Bella. Aged 56. January 26.
 Richardson, Harry. Aged 57. December 13.
 Rigold, William Henry. November 24.
 Rollason, W. A. J. (Alf. Ellerton, jun.). Aged 20, April 20.
 Rosini, Victor (Alfred Thompson). Aged 56. March 27.
 Ross, Mrs. (Amy Sivroni). August 3.
 Rosse, Matthew Russell. May 15.
 Rowley, Captain (William Duncan). December 10.
 Rubie, Jennie (Mrs. Tom Fancourt). November 17.
 Russell, Barnard. Aged 34. October 6.
- Senyah, Mme. (Phoebe Hall). Aged 68. June 26.
 Sharpe, Charlotte Elizabeth Mary. Aged 51. April 8.
 Sharpe, John William. March 1.
 Shaw, Sydney. Aged 45. April 19.
 Sheppard, Mary Jane. April 10.
 Siddons, Skidmore Jones. Aged 58. November 19.
 Simmonds, Benjamin. Aged 84. November 3.
 Sivroni, Amy (Mrs. Ross). August 3.
 Smith, Frederica. Aged 28. October 5.
 Smith, Neville Sydney (Vere Smith). Aged 26. January 20.

Smith, Mrs. Stafford (Mary Parker). January 27.
 Somerfield, Fred C. Aged 39. February 15.
 Spur, Mr. Mel B. Aged 39. November 20.
 St. Clair, Norman. Aged 44. May 22.
 Stevens, Charles Edward. November 5.
 Stewart, Amanda Louise. Aged 67. November 23.
 Stewart, Susan. April 30.
 Stirling, Edward Foster. Aged 72. February 14.
 Stone, Emma. March 1.
 Stuart, Edward Delamott. November 7.
 Sutcliffe, Victoria. October 27.
 Symmes, Thea (Mrs. Hansard Blair). May 13.
 Talbot, Evelyn. April 29.
 Taylor, J. P., Henry. Aged 68. May 25.
 Temple, Grace. November 17.
 Thomas, Anne Kathrine (Annie Brophy). April 19.
 Thomas, Dick. Aged 37. April 6.
 Thomas, W. Moy. Aged 82. July 21.
 Thompson, Alfred (Victor Rosini). Aged 56. March 27.
 Triggs, Alfred Standon. Aged 62. September 16.
 Tymons, Ellen (Nellie Teharle). June 15.

Urquhart, Charles. Aged 81. January 3.
 Ussler, William, A. C. March 24.

Vezin, Hermann. Aged 80. June 12.
 Vokes, George Henry. Aged 32. November 27.

Waldron, William Richard. Aged 88. March 19.

Walker, Benjamin. Aged 72. February 26.
 Walker, John. September 10.
 Walsh, William Sessan. Aged 50. August 5.
 Walton-Hemming, Sarah. April 17.
 Warburton, A. Hornby. August 31.
 Ward, Annie. February 17.
 Weatherby, Alec. Aged 36. October 31.
 White, John. Aged 76. September 3.
 Whiting, John. Aged 64. December 10.
 Wilkinson, John Edward. Aged 50. February 20.

Williams, Tom. July 9.
 Winn, George. August 27.
 Wolkowsky, Boris. May 8.
 Woodhead, M. W. Aged 74. February 7.
 Worthing, Frank. December 27.
 Wynn, Harry. December 12.
 Wynter, Edyth. May 20.

BANQUETS, DINNERS, &c., OF THE YEAR.

February 20.—Annual dinner of the Music Hall Artists' Railway Association in aid of the Variety Artists' Benevolent Fund and the Music Hall Benevolent Institution, Mr. Eugene Stratton in the chair. The subscription list came to over £600—Criterion.

February 13.—Annual dinner of the Gallery First Nighters' Club, Mr. Arthur Were in the chair. Principal guest, Mr. Rudolf Besier—Frascati's Restaurant.

March 6.—Annual dinner and ball of the Terriers' Association, Mr. C. P. R. Burgess in the chair at the dinner—Horns Hotel, Kennington.

March 15.—Dinner of the Kinematograph Manufacturers' Association, the Cinematograph Trade Protection Society, and the Cinematograph Defence League, Mr. Geo. R. Sims in the chair—Holborn Restaurant.

March 20.—Annual dinner of the Playgoers' Club, Mr. E. Marshall Hall in the chair. Principal speakers, Mr. H. B. Irving, Mr. Comyns Carr, Mr. Pett Ridge, Mr. Justice Darling, and Mr. C. E. B. Kibbiewhite—Hotel Cecil.

April 10.—Annual ladies' dinner of the O.P. Club, Mr. A. E. W. Mason in the chair. Principal speakers, Mr. H. B. Irving, Miss Dorothea Baird, Miss Lily Elsie, Miss Jessie Bateman, and Mr. J. D. A. Johnson—Hotel Cecil.

April 19.—Third annual luncheon of the Cinematograph Operators' Association, Mr. A. Malcolm in the chair. Principal speakers, Mr. A. C. Bromhead, Mr. H. L. Merritt, Mr. E. H. Mason, Mr. C. W. Bowerman, M.P., Mr. C. T. Appleton, and Mr. Clegg-Sheraton Hall—Popular Café.

April 17.—Annual dinner of the Incorporated Stage Society, Sir John Grant in the chair—Criterion Restaurant.

March 23.—Annual banquet of the Grand Order of Water Rate, Mr. Harry Tate in the chair—Vaudeville Club.

April 24.—Sir Herbert Tree entertained to dinner by several of the actor managers associated with him in the Shakespeare Festival—Hotel Metropole.

June 12.—Annual dinner of the Royal General Theatrical Fund, Mr. Martin Harvey in the chair. The speakers included Mr. W. B. Yeats, Mr. A. B. Walkley, Mr. Edward Terry, and Sir John Hare—Hotel Metropole.

October 30.—Annual dinner of the O.P. Club, Mr. A. E. W. Mason in the chair. Principal speakers, Mr. Oscar Asche, Mr. Sidney Dark, Mr. James Welch, Miss Gladys Unger, and Mr. Pett Ridge—Hotel Cecil.

November 6.—Mr. Arthur Bouchier presided at a dinner of the New Vagabond Club, at which Mr. Oscar Asche and Miss Lily Brayton were the guests of the evening. Miss Violet Vanbrugh acted as hostess. Speakers included Mr. Asche, Miss Brayton, Sir Herbert Tree, and Mr. H. B. Irving—Hotel Cecil.

November 20.—Annual dinner of the Eccentric Club, Mr. William H. White in the chair—Hotel Cecil.

December 10.—Annual dinner of the Savage Club, the Right Hon. Sir George Reid, K.C.M.G., in the chair—Hotel Cecil.

December 11.—Annual dinner of the Actors' Benevolent Fund, Mr. H. B. Irving in the chair. Other speakers included Mr. J. Comyns Carr, Sir Herbert Tree, Mr. Theobald Martin, and Mr. Sydney Paxton. More than £1,400 was collected—Hotel Metropole.

December 18.—Playgoers' Club Ladies' Christmas Dinner, Miss Constance Drever in the chair—Hotel Cecil.

December 18.—Annual dinner of the Green Room Club, Mr. George Alexander in the chair. Mr. Robert Loraine was presented with a statuette from his fellow actors to commemorate his feats in aviation.

THE AMERICAN STAGE.

PRINCIPAL PLAYS PRODUCED IN AMERICA BETWEEN DECEMBER 1, 1909,
AND NOVEMBER 30, 1910.

- ADVENTURES OF POLLY, THE—Richmond, August 29.
- AFFINITY, THE, Laurence Irving's adaptation of Brieux's "Les Hanneçons," originally termed "The Incubus"—First American production under latter title, Hackett, New York, April 27, 1909; as "The Affinity," Savoy, Atlantic City, N.J., December 31, 1909; Comedy, New York, January 3.
- AFTERNOON CALL, AN, one-act play—Belasco, New York, April 29.
- AGITATOR, THE, play, one act, Mrs. Oscar Beringer—Fifth Avenue, New York, December 6, 1909.
- ALIAS JIMMY VALENTINE, play, in four acts, by Paul Armstrong—Studbaker, Chicago, December 25, 1909; Wallack's, New York, January 21, 1910.
- ALMA, WHERE DO YOU LIVE? in three acts, adapted from the French by G. V. Hobart—Lyceum, Rochester, N.Y., September 19; Weber's, New York, September 26.
- AMBITION, drama—Opera House, New Haven, Conn., October 10.
- ANATHEMA, symbolic tragedy, in prologue and five acts and epilogue, by Leonid Andreyev—Lipzin, New York, November 25.
- ANTI-MATRIMONY, comedy, four acts, by Percy Mackaye—Garrick, New York, September 22.
- ARCADIANS, THE, the English musical play—Forrest Theatre, Philadelphia, December 27; Liberty, New York, January 17; transferred to Knickerbocker, May 16.
- ARE YOU A SUFFRAGETTE? comedy, by Frederic Arnold Kemner—Academy of Music, Richmond, Va., December 25, 1909.
- AT THE MERCY OF TIBERIUS, four-act dramatisation of A. E. Wilson's novel, by J. P. Ritter and Charles Carver—Lyceum, Detroit, Mich., May 15.
- BABY MINE, farce, by Margaret Mayo—Theatre, Fort Wayne, June 6; Princess's, Chicago, June 8; Daly's, New York, August 23.
- BACCARAT, H. Bernstein's three-act play—Providence, R.I., February 28; renamed "The Whirlwind," when produced, Daly's, New York, March 23.
- BACHELOR'S BABY, THE, comedy, in three acts, by Francis Wilson—Criterion, New York, December 27, 1909.
- BACHELOR BELLES, THE, musical comedy, two acts, book and lyrics by Harry B. Smith; music, Raymond Hubbell—Chestnut Street O.H., Philadelphia, October 4; Globe, New York, November 7.
- BARRIER, THE, melodrama, dramatised from Rex Beach's novel by Eugene Presbrey—New Amsterdam, New York, January 10; originally produced, Lyceum, Rochester, September 27, 1909.
- BEETHOVEN, play, by René Fauchois, English version by Henry Grafton Chapman—New, New York, April 11.
- BEFORE THE DAWN, one-act play, by Bessie Hatton—Maxine Elliott Theatre, New York, March 31.
- BEST PEOPLE, THE, comedy, by Frederick Lonsdale—Spokane, Wash., June 9.
- BETHEHEM, Laurence Housman's nativity play—Carnegie Hall, New York, January 6.
- BEVERLY, dramatised version of the novel, "Beverly of Graustark," by Robert M. Baker—Grand, Brooklyn, March.
- BILLY, THE BOY ARTIST, musical cartoon comedy—Music Hall, Portsmouth, N.H., March 14.
- BINGVILLE BUGLE, play, by Newton Newkirk—American Music Hall, Boston, New York, 25.
- BLACK FOX, THE—Lowell, Mass., September 3.
- BLUE BIRD, THE, Maurice Maeterlinck's play—New, New York, October 1.
- BOBBY BURNIT, play, by Winchell Smith, from the novel of the same name—Apollo, Atlantic City, N.J., April 4; O.H., New Haven, Conn., August 15; Republic, New York, August 22.
- BOOT AND SADDLES, play, by Eugene Walter—Albany, October 17.
- BOY FROM WALL STREET, THE, comedy, four acts, by Owen Davis, from the novel "Cherub Divine"—Academy, Washington, D.C., September 5. [See "The Cherub Divine" and "The Lamb"].
- BOYS WILL BE BOYS, comedy, three acts, by Joseph B. Totten—Lyceum, Scranton, Pa., May 19.
- BRACELET, THE, one-act play, by Alfred Sutro—Lyceum, New York, March 15.
- BRASS BOTTLE, F. Anstey's play—Atlantic City, January 18; Lyceum, New York, August 11.
- BRIDAL TRIP, THE, opera, by Harry B. Smith and Planquette—Lyceum, Scranton, Pa., November 11.
- BRIGHT EYES, musical comedy, book by C. Dickson, lyrics O. Hauerbach, music Karl Hoschna, based upon the play "Mistakes Will Happen"—Originally produced New Haven, Conn., November 25, 1909; New York, New York, February 28.
- CALL, THE, drama, three acts, by Joseph Byron Totten—Kingston, N.Y., December 25, 1909.
- CALL OF THE CRICKET, THE, play, by Edward Peple—Staub's Theatre, Knoxville, Tenn., February 28; Belasco, New York, April 19.
- CAMEO KIRBY, four-act play, by Booth Tarkington and Harry Leon Wilson—Hackett, New York (first time in New York), December 20, 1909.
- CAPTAIN, THE, play, by George Broadhurst and C. T. Dazey—Indianapolis, Ind., October 10.

- CASE OF SERGEANT WILDE, THE**, play, by Lella Burton Wells—Belasco, San Francisco, November 21.
- CERTAIN PARTY, A**, comedy, by E. W. Townsend and F. W. O'Malley—Amsterdam Opera House, Amsterdam, New York, February 12.
- CHEATER, THE**, farce, in three acts, by Louis Mann, from the German, "Der Doppelmensch"—Savoy, Atlantic City, June 16; Lyric, New York, June 29.
- CHERUB DIVINE**, comedy, in four acts, by Owen Davis—Grand O.H., Chicago, April 28. [See "The Boy from Wall Street" and "The Lamb".]
- CHILDREN OF DESTINY, THE**, play, by Sydney Rosenfeld—Syracuse, February 17; Savoy, New York, February 21.
- CHRIST'L THE FORESTER'S DAUGHTER**, operetta, in three acts, by Bernard Buchbinder, music Georg Jarns—Irving Place, New York, January 13.
- CIRCUS CHAP, THE**, comedy, by Robert M. Speery—Waterbury, Conn., November 14.
- CITY, THE**, modern drama, three acts, by the late Clyde Fitch—Lyric, New York, December 31, 1909; originally produced Hyperion, New Haven, Conn., November 15, 1909.
- CITY CHAP, THE**, musical play, by George Ade—Dryfus Theatre, Lafayette, Ind., March 28.
- COMMANDING OFFICER, THE**, play, four acts, by Theodore Burt Sayre—Savoy, New York, December 27, 1909; originally produced Ford's O.H., Baltimore, October 9, 1909.
- COMMUTERS, THE**, farcical comedy, by James Forbes—Star, Buffalo, N.Y., April 11; Criterion, New York, August 15.
- CONVICT PAL'S**, play, by V. Richmond—Sunbeam Theatre, Cleveland, O., July 11.
- CON AND CO.**, comedy, in three acts, by Oliver Herford, from the French of Herford, Nancey, and Gavault—Belasco, Washington, September 5; Nazimova, New York, September 20.
- CONCERT, THE**, three-act comedy, adapted from the German of Hermann Bahr by Leo Ditrienstein—Nixon, Pittsburg, Pa., September 19; Belasco, New York, October 4.
- CORSICA**, opera, in one act, composed by John Carl Breil—Kingston, N.Y., October 26.
- COUNTRY BOY, THE**, four-act comedy, by Edgar Selwyn—Burbank Theatre, Los Angeles, Cal., July 10; Jackson, Bridport, Conn., August 16; Liberty, New York, August 20.
- CUB, THE**, play, by Thomas Buchanan—Atlantic City, N.J., September 15; Comed., New York, November 1.
- DADDY DUFARD**, play, by Albert Chevalier and Lechmere Worrall—Montreal, Can., November 23; Hackett's, New York, December 6.
- DEACON AND THE LADY, THE**, musical comedy, by G. T. Smith; music, A. F. Aarons—Ford's, O.H., Baltimore, Ind. September 12; New York, New York, October 4.
- DECORATING CLEMENTINE**, from the French of de Flers and Caillavet—Grand O.H., New Haven, Conn., September 16; Lyceum, New York, September 19.
- DEEP PURPLE, THE**, play, by Paul Armstrong and Wilson Mizner—Shubert's, Rochester, N.Y., September 26.
- DERELICTS**, one-act play, by Preston Gibson—Belasco—Washington, D.C., June 9.
- DETECTIVE, THE**, play, by Rose O'Neill—Red Bank, N.J., March 4.
- DESERT OF MAHOMET, THE**, comic opera, two acts, by Howard K. Mohr—Chestnut Opera House, Philadelphia, March.
- DESERTERS, THE**, drama, one incident and four acts, by Robert Peyton Carter and Anna Alice Chapin—Hudson, New York, September 20.
- DICK WHITTINGTON**, pantomime—Hyperion, New Haven, Conn., December 31, 1909.
- DOLL AND HER DOLLARS, THE**, fantastic comedy, by H. L. Newton, incidental music J. S. Summer—People's, Chicago, June 5.
- DON**, play, in three acts, by Rudolf Besier—New, New York, December 30, 1909; revived, New, New York, November 19.
- DON'T LIE TO YOUR WIFE**, play, in three acts, by Campbell B. Casad—Apollo, Atlantic City, N.J., July 11.
- DR. WENDHAM'S EXPERIMENT**, four-act play, by Ethel Watts Mumford and Henry Kolker—Parson's, Hartford, Conn., July 4.
- ECHO, THE**, musical play, two acts, by William Le Baron, music Deems Taylor (orig. produced April 29, 1900)—Rev., Detroit O.H., April 11; Globe, New York, August 15.
- ELECTRA**, Gilbert Murray's translation—Hudson, New York, November 29.
- ELECTRICITY**, play, by Charles Gillette—Anollo, Atlantic, N.J., September 22; Lyceum, New York, October 31.
- ENFANT PRODIGE**, L. Michel Carré and André Wormser's pantomimic play—Liberty, New York, September 9; originally produced Daly's, New York, August 21, 1903; Boston Opera House, Boston, November 16.
- ETERNAL THREE, THE**, drama, modern domestic life, by Frederick Eldridge and Reed Heustis—Burbank, Los Angeles, Cal., October 16.
- EYE OF THE NEEDLE**, play, in three acts, by Henry Kirk—Empire, New York, February 10 (Academy of Dramatic Art matinee.)
- FAIRY TALE, THE**, by Arthur Schnitzler, adapted by Mrs. Nina Lewton—Hyperion, New Haven, Conn. September 17.
- FAITH HEALER, THE**, by William Vaughan Moody—Savoy, New York, January 19; originally produced St. Louis, March 15, 1909.
- FAR AWAY PRINCESS, THE**, play, by Sudermann—Criterion, New York, December 17, 1909 (Academy students).
- FATHER AND THE PRATS**, play, by Muriel Culp—Kansas University, December 3, 1909.
- FASCINATING WIDOW, THE**, farcical comedy, three acts, by Scott Marble—Hiland Theatre, February 28; Apollo, Atlantic City, November 14.
- FAMILY, THE**, drama, three acts, Robert H. Davis—Comedy, New York, October 11.
- FIGHTER, THE**, play, by Williard Booth, a dramatic version of the novel "Caleb Conover"—Garrick, Detroit, Mich., September 15.
- FIRE'S OF FATE**, Arthur Conan Doyle's play—Illinois Theatre, Chicago, December 6, 1909—Liberty, New York, December 28, 1909.
- FIRST NIGHT, THE**, comedy, George V. Hobart, from a German farce, "Der Halbe Dichter"—Broad Street Theatre, Philadelphia, December 25, 1909.
- FOLLIES OF 1910**, revue, by Harry B. Smith and Gus Edwards—Anollo, Atlantic City, N.J., June 13; Jardin de Paris, New York, June 20.
- FLEA IN THE EAR, THE**, three-act farce (German), by G. Feydeau—Irving Place Theatre, New York, December 28, 1909.

- GAME OF CARDS, A**, playlet—Berkeley Theatre, New York (matinée), November 11.
- GAMBLERS, THE**, play by Charles Klein—Lyric, Chicago, September 26; Maxine Elliott, New York, October 31.
- GARDEN OF LIES**, four-act play, by George H. Broadhurst, founded on the book—Belasco, Los Angeles, Cal., March 28.
- GETTING A POLISH**, comedy, by Booth Tarkington and Harry Leon Wilson—Collingwood Opera House, Poughkeepsie, N.Y., October 24; Wallack's, New York, November 7.
- GET BUSY WITH EMILY**, farce, from the French—Grand O.H., New Haven, Conn., May 4.
- GET-RICH-QUICK WALLINGFORD**, comedy, dramatised by G. M. Cohan from the novel of the same name—Parson's, Hartford, September 5; Gaiety, New York, September 19.
- GIRLIES**, rechristened from "The Comic Supplement," musical piece, book by G. V. Hobart, songs by Harry Williams and E. Van Alstyne—Apollo, Atlantic City, N.J., June 6; New Amsterdam, New York, June 13.
- GIRL AND THE KAISER, THE**, operetta, in three acts, book by Bernard Birchbinder, music by George Jarno, American version by Leonard Lieblich—Herald Square, New York, November 22.
- GIRL FROM MY TOWN, A**, by Augusta L. Stevenson—Grand O.H., Brooklyn, June 15.
- GIRL HE COULDN'T LEAVE BEHIND HIM, THE**, farce, from the German of Gustav Kadelburg—Apollo, Atlantic City, N.J., March 7; Garrick, New York, March 9.
- GIRL IN THE KIMONO, THE**, play, by Helen Bagg—Ziegfeld Theatre, Chicago, June 25.
- GIRL IN THE TAXI, THE**, three-act musical farce, by Stanislaus Stange, from the French by Anthony Mars—New Haven, January 12; Cort Theatre, Chicago, January 16; Astor, New York, October 24.
- GIRL IN THE TRAIN, THE**, musical comedy, three acts, book by H. B. Smith from the German of Victor Leon, music by Leo Fall—Forrest, Philadelphia, Pa., September 19; Globe, New York, October 3.
- GIRL IN WAITING, THE**, farcical comedy, by J. Hartley Manners—Hartford, Conn., April 11.
- GIRL WITH THE GORGEOUS GOWNS, THE**, musical play, in two acts, by Felix G. Rice—Dryfus Theatre, Lafayette, Ind., April 13.
- GIRL WITH THE WHOOPING COUGH**, piece, in three acts, by Stanislaus Stange, from the French. First produced New York at the New York Theatre, April 25. (This piece was the cause of the license of the theatre being cancelled by the Mayor.)
- GIRL AND THE DRUMMER, THE**, farce, by George Broadhurst, music Augustus Barrett—Long Branch, N.J., August 8.
- GO WEST, YOUNG WOMAN**, comedy, by Maude Horsford and Algernon Tassin—Grand Opera House, Chicago, May 15.
- GODDESS OF LIBERTY, THE**, musical farce, three acts, book by Adams and Hough, music Joseph E. Howard—Weber's, New York, December 22, 1909.
- GREAT NAME, THE**, adapted by J. C. Harvey from the German of Victor Leon and Leo Feld—Parson's, Hartford, Conn., July 18.
- GREEN COCKATOO**, "grotesquerie," in one act, by Arthur Schnitzler, translated by Philip Littell and George Rublee—Lyceum, New York, April 11.
- GREENHORNS, THE**, American folk-play, in five acts, by Hans Kissling—Dober's, Irving Place, New York, April 7.
- HANNELE**, Gerhart Hauptmann's play, translated by Mary J. Safford, metrical passages by Percy McKaye—Lyceum, New York, April 11.
- HANS, THE FLUTE PLAYER**, comic opera, three acts, music Louis Ganne, book Maurice Vaucaire and George Mitchell—Manhattan Opera House, New York, September 20.
- HAPPIEST TIME, THE** (Die glücklichste Zeit), comedy, in three acts, by Raoul Auernheimer—Irving Place, New York, November 9.
- HE CAME FROM MILWAUKEE**, comic opera, book by Mark Swain and Edgar Smith, lyrics by E. Ladden, music, B. M. Jerome and L. A. Hirsch—Hyperion, New Haven, Conn., September 15; Casino, New York, September 21.
- HEIGHTS, THE**, play, three acts, by W. A. McQuire—Brocton, Mass., January 12; Savoy, New York, January 31.
- HENRY OF NAVARRE**, drama, by William Devereux—Knickerbocker, New York, November 28.
- HER HUSBAND'S WIFE**, three-act comedy farce, by A. E. Thomas—Broad Street, Philadelphia, February 14; Garrick, New York, May 8.
- HER SON**, three-act comedy drama, by Charles Bradley—Taylor, O.H., Trenton, N.J., April 21; Majestic, Brooklyn, April 25.
- HER WIFE**, one-act play—Belasco, New York, April 29.
- HISTOIRE D'UN PIERROT**, pantomime—New York, December 28, 1909.
- HOUSE ON THE BLUFF, THE**, comedy drama—National, Philadelphia, September 12.
- HOUSE BUILT ON THE SANDS, THE**, play, three acts, by Jane G. Randolph White, from the French of Emile Fabre—Empire, New York, March 10; Academy Dramatic Art Students.
- HOW THE VOTE WAS WON**, one-act play, by Cicely Hamilton and Christopher St. John—Maxine Elliott's Theatre, New York, March 31.
- HUSBAND**, play, by John Corbin—Columbia, San Francisco, May 11.
- HUSBAND LOCKED OUT, THE**, Offenbach's one-act opera—Berkeley, New York (matinée), November 11.
- I'LL BE HANGED IF I DO**, comedy, by Edgar Selwyn and William Collier—Savoy, Atlantic City, N.J., October 24; Comedy, New York, November 28.
- IMPORTANCE OF BEING EARNEST**, Oscar Wilde's play (revival)—Lyceum, New York, November 14.
- IN SEARCH OF A SINNER**, three-act play, by Charlotte Thompson—South Bend, Ind., September 16.
- INFERIOR SEX, THE**, comedy, three acts, Frank Stayton—Alexandra, Toronto, Can., January 13; Daly's, New York, January 24.
- IN THE SHADOW**, one-act play, by Richard Garrick—Criterion, New York, December 17, 1909 (Academy Students).
- IRON KING, THE**, play, by Cosmo Hamilton and Sidney R. Ellis—Parson's, Hartford, Conn., October 10.
- ISHMAEL**, dramatised version of Mrs. Frenza Southworth's novel, by Grace Hayward—Grand, Rockford, Ill., March 9.
- ITALIAN'S WIFE, THE**, one-act play—Belasco, New York, April 29.

- JEWES IN RUSSIA, THE**, drama, four acts, J. Chirikoff, translated by L. Kobren—People's, New York, January 11.
- JOLLY BACHELORS, THE**, musical spectacle, in two acts, words Glen MacDonough, music Raymond Hubbell—Broadway, New York, January 6. Originally produced Hyperion, New Haven, Conn., October 23, 1909.
- JOLLY TAR, THE**, musical comedy, by Jeff De Angelis, music by W. T. Francis—Alvin, Pittsburg, April 1.
- JUDY FERGOT**, musical play, by Silvio Hein and Avery Hopwood—New Haven, Conn., September 28. Broadway, New York, October 6.
- JUST A WIFE**, play, in four acts, by Eugene Walter—Cleveland, January 17; Belasco, New York, February 1.
- JUST ONE OF THE BOYS**, comedy, with music, book by Rida Johnson Young, music by W. A. Schroeder—Van Curler Opera House, Schenectady, January 27.
- KEEPING UP APPEARANCES**, play, in four acts, by Butler Davenport—Comedy, New York, October 19.
- KING OF CADONIA**, the English musical comedy—Daly's, New York, January 10; originally produced Hyperion, New Haven, Conn., November 20, 1909.
- KING OF HILARIA**, musical comedy, two acts, by J. T. Lang and F. J. Feffel, music by T. R. Murray—Hotel Astor, New York, March 7.
- KNOW THYSELF**, adaptation, by Algernon Boyesen, of Paul Hervieu's "Connais Toi"—Berkeley Theatre, New York, December 27, 1909; originally produced Savoy, Atlantic City, November 12, 1909.
- LADY FROM JACK'S, THE**, farce, by Paul M. Potter—Lyric, Allentown, Pa., April 16.
- LADY FROM LOBSTER SQUARE, THE**, farce, three acts, by George Feydeau—Weber's, New York, April 4.
- LAMB, THE**, a dramatised version of Sewell Ford's novel, "Cherub Divine," by Owen Davis—Walnut, Philadelphia, February 18. [See "The Boy from Wall Street" and "Cherub Divine."].
- LAST VISIT**, one-act play, by Sudermann, translated by Grace Frank—Empire, New York, February 10 (Academy Dramatic Arts, matinée).
- LILY, THE**, play, four acts, adapted from the French of Pierre Wolf and Gaston Leroux by David Belasco—Stuyvesant, New York, December 23, 1909.
- LITTLE BROTHER OF THE RICH, A**, from the novel of the same name, by J. M. Patterson and Harriett Ford—Grand O.H., Chicago, December 6, 1909; Wallack's, New York, December 27, 1909.
- LITTLE DAMOZEL, THE**, play, by Monckton Hoffe—Belasco, Washington, D.C., September 12; Comedy, New York, September 24.
- LITTLE SINS**, comedy, one act, Pierre Lamarche, translated by Jane C. R. White—Criterion, New York, December 17, 1909, Academy students.
- LITTLE TOWN OF BETHLEHEM, THE**, play, in three acts, by Katrina Trask—Garden, New York, January 17.
- LIVE WIRE, THE**, play, by Granville and Porter—Springfield, Ill., August 28.
- LIZ, THE MOTHER**, play, in one act, by Frederick Fenn and Richard Pryce—New, New York, December 30, 1909.
- LONELY LIVES**, Gerhart Hauptmann's five-act drama, translated by Mary Morrison—Hackett, New York, April 10.
- LONE HAND, THE**, play, by W. J. Hurlbut—St. Louis, August 22.
- LOTTERY MAN, THE**, farce, three acts, by Rida Johnson Young—Bijou, New York, December 6, 1909.
- LOVE AMONG THE LIONS**, dramatisation of F. Anstey's novel, by Winchell Smith—Poli's, Waterbury, Conn., February 5; Garrick, New York, August 8.
- LOVE'S UNDERSTUDY**, sketch, in one act, by Richard Fehhheimer—Lyceum, New York, May 3.
- LOVE LAUGHS AT LOCKSMITHS**, one-act opera, by John Carl Breil—Kingston, New York, October 26.
- LULU'S HUSBANDS**, comedy, three acts, by Thompson Buchanan, from the French of Maurice Soulie—Alhambra, Stamford, Conn., April 2; Maxine Elliott's, New York, April 14.
- LUCKY STAR, A**, three-act comedy, by Anne Crawford Flexner—Apollo Theatre, Atlantic City, December 10, 1909; Hudson, New York, January 18, 1910.
- MADAME TROUBADOR**, operetta, music by Felix Albini, book by Joseph Herbert—Lyric, Philadelphia, Pa., April 4; Lyric, New York, October 10.
- MADAME SHERRY**, musical play, book by Hauerbach, music by Hochsna Chatterton—O.H., Bloomington, Ill., April 7; New Amsterdam, New York, August 30.
- MAN'S GAME, THE**, play, by Charlotte Hunt—Majestic, Boston, July 25.
- MADAME X.**, Alexandre Bisson's drama, adapted by John N. Raphael and "edited" by William Henry Wright—New Amsterdam, New York, February 2; originally produced Rochester, New York, September 13, 1909.
- MAIDS AND THE MIDDIES, THE**, operetta, by E. E. Pidgeon—Majestic, Chicago, February 28.
- MAN'S A MAN, A**, by Anna Steese Richardson and Henry L. Fridenberg—Weiting O.H., Syracuse, New York, January 3.
- MAN'S WORLD, A**, play, four acts, by Rachel Crothers—Comedy, New York, February 8; originally produced Rochester, New York, October 18, 1909.
- MAKER OF MEN, A**, Alfred Sutro's one-act play—Garrick, New York, March 21.
- MARIAN GREY**, play, in four acts, by Beulah Poynter, adapted from Mary J. Holmes's novel—Court, Brooklyn, New York, February 25.
- MARY MAGDALENE**, domestic tragedy, by Frederick Hebble (first time in English)—Hackett, New York, May 22.
- MAYORSS, THE; OR, WHEN WOMAN RULES**, comic opera, by Arthur J. Lamb—Lyceum, Rochester, New York, November 23.
- MARY MAGDALENE**, play, in three acts, by Maurice Maeterlinck—New, New York, December 5, 1910.
- MARJORY'S MOTHER**, adapted from the French of Bisson—Apollo, Atlantic City, New Jersey, December 23, 1909.
- MARRIAGE OF A STAR, THE**, comedy, in three acts, from the French of Bisson and Thurner—Hackett, New York, August 15.
- MATINEE DOLL, A**, song comedy, in two acts, book by Armand and Bernard music by Silvio Hein, lyrics by E. R. Goetz and Seymour Brown—Daly's, New York, April 28.
- MATTER OF MONEY, A**, four-act play, by Paul Harkness—Grand O.H., New Haven, Conn., August 31.
- MEISTER, DER**, play, by Hermann Bahr—Irving Place, New York, March 1.

- MEMBER FROM OZARK, THE, play, by Augustus Thomas—Parsons', Hartford, Conn., September 3; Olympic, Chicago, October 3.
- MERRY WIVES OF WINDSOR, Shakespeare's comedy—New Theatre, New York, November 7.
- MESSAGE FROM RENO, A, comedy, by Mark Swann and Charles Barnard—Collingwood O.H., Poughkeepsie, N.Y., October 22.
- MID-CHANNEL, Arthur W. Pinero's play—Empire, New York, January 31.
- MISS NOBODY FROM STARLAND, musical piece—Davidson Theatre, Milwaukee, Wis., January 30.
- MISS MOLLY MAY, musical comedy, music by Julian Edwards (previous trial performances in New Haven and Springfield)—Colonial, Boston, December 13, 1909; produced as "Molly May" at the Hackett, New York, April 9.
- MISS PHILURA, four-act comedy, by Henry Blossom—Stamford, Conn., January 1; Studebaker, Chicago, January 7.
- MISS PATSY, farce, in three acts, by Sewell Collins, from the German "Lori Pollingen," by Schoentham—Armoury Theatre, Binghamton, N.Y., January 10; Nazimova, New York, August 29.
- MISS NANCY EVANS, farce, by William and Josephine Giles—Opera House, Jamestown, O., October 15.
- MOLLY MAY, comic opera, three acts, book and lyrics by Walter Browne; music by Julian Edwards—Hackett, New York, April 8.—See "Miss Molly May."
- MONEY AND THE GIRL, THE, play, by Thomas J. Railey—Grand O.H., Michigan City, Ind., February 24.
- MONEY TALKS, musical comedy, two acts, by R. G. Clarke, V. M. Field, and A. L. Pendleton; music by Smith, Dodd, Howell, and Clarke—Auditorium, Naval Academy, Annapolis, Md., May 30.
- MONTGOMERY AFFAIR, THE, from the French of Boni-Charande by Edwin Belknap—Criterion, New York, December 17. (Academy Students).
- MOTHER, play, by Jules Eckert Goodman—Plainfield, N.J., March 7; Grand Opera House, Chicago, March 23; Hackett, New York, September 17.
- MR. BUTTLES, comedy, three acts, by F. Arnold-Kummer—Weber's, New York, January 20.
- MR. AND MRS. DAVENTRY, Oscar Wilde's play—Hyperion, New Haven, Conn., February 21; Hackett, New York, February 23.
- MR. FREEDY AND THE COUNTESS, R. C. Carton's play—Princess's, Montreal, Can., October 3; Washington, D.C., October 24; Nazimova, New York, November 7.
- MRS. DAKON, drama, in four acts, by Kate Jordan—Alhambra, Stamford, Conn., December 13; Hackett, New York, December 14, 1909.
- MRS. DOT, Somerset Maugham's play—Apollo, Atlantic City, N.J., January 21; Lyceum, New York, January 24.
- MRS. PARTNER, comedy, three acts, by Thompson Buchanan—Grand, Chicago, Ill., March 14.
- MRS. JIM, play, by Booth Tarkington and Harry Leon Wilson—Garden, Detroit, Mich., March 23.
- MY MAN, play, by Forrest Halsey and Edith Ellis—Colonial, Boston, August 29; Bijou, New York, September 27.
- MY CINDERELLA GIRL, farce—Whitney Theatre, Chicago, March.
- MUSICIAN'S GIRL, THE ("Das Musikantenmaedel"), operetta, three acts, by Bernhard Buckbinder; music by Georg Jarno—Irving Place, New York, November 15.
- NAKED TRUTH, THE, by "George Paston" and W. B. Maxwell—Alexandra, Toronto, Canada, October 3.
- NAUGHTY MARIETTA, comic opera—Wieting Opera House, Syracuse, N.Y., October 17; New York Theatre, New York, November 7.
- NEST EGG, THE, farce, three acts, by Anna Caldwell—Bijou, New York, November 22.
- NEW YORK, drama, three acts, W. J. Hurlbut—Bijou, New York, October 17.
- NEXT OF KIN, play, by Charles Klein—Power's, Chicago, December 6, 1909; Hudson, New York, December 27, 1909.
- NOBODY'S WIDOW, comedy, by Avery Hopwood—Euclid Avenue Opera House, Cleveland O., October 25; Hudson, New York, November 15.
- NONE SO BLIND, play, four acts, Ernest Poole—Hackett, New York, February 3.
- OATH, THE, dramatic sketch, one act, by Seumus Macmanus, adapted by Frank Keenan—Fifth Avenue, New York, October 17.
- O'FLYNN, THE, play, by Justin Huntley McCarthy—Alvin Theatre, Pittsburg, October 20.
- OLD TOWN, THE, in two acts, by George Ade; music, Gustav Luders—Globe, New York, January 10; originally produced Studebaker Theatre, Chicago, Ill., September 23, 1909.
- OLIVE LATIMER'S HUSBAND, play, three acts, Rudolph Besier—Hackett, New York, January 7.
- ONE OF THE FAMILY, play, by C. D. Dazey—Teck Theatre, Buffalo, N.Y., April 14.
- OTHER FELLOW, THE, farce, in three acts, by George Totten Smith—Jackson's, Bridgeport, Conn., October 19; Bijou, New York, October 31.
- OUR MISS GIBBS, musical comedy, two acts, book by J. T. Tanner; music, Ivan Caryll and Lionel Monckton—Knickerbocker, New York, August 29.
- PAOLETTA, opera, by Pietro Florida and Paul Jones—Ohio Valley Exposition, Cincinnati, August 29.
- PENALTY, THE, play, by Henry C. Colwell—Lyceum, Scranton, Pa., March 26; Gaiety, New York, October 14.
- PENELOPE, W. Somerset Maugham's play—Lyceum, New York, December 14, 1909.
- PIERROT AND PIERRETTE ("Prunella"), three act dramatic fantasy, by Laurence Housman and Granville Barker—Patten Gymnasium, North-Western University, June 6.
- PIPE OF DESIRE, THE, romantic opera, one act, by Frederick S. Converse—Metropolitan Opera House, New York, March 18.
- PLAY BALL, comedy, by Richard Walton Sully and Robert Baker—Grand Opera House, New Haven, Conn., March 7.
- PRICE, THE, play, three acts, by George H. Broadhurst—Belasco, Los Angeles, Cal., April 25.
- PRINCE OF BOHEMIA, THE, musical comedy, by J. Hartley Manners; lyrics, E. Ray Goetz; music, A. Baldwin Sloane—O.H., Wilkes Barre, Pa., January 1; Hackett, New York, January 14.
- PROSECUTOR, THE—Apollo, Atlantic City, N.J., May 25.
- PRUNELLA, see "Pierrot and Pierrette."

- QUICKSANDS**, play, by Mrs. Anna Steele Richardson—Hudson Theatre, Union Hill, N.J., August.
- RAGGED ROBIN**, Irish play, in three acts, by Rida Johnson Young and Rida Olcott—Academy of Music, New York, January 24.
- RAJAH'S BRIDE**, THE, operetta, in three acts, by Anton C. Eggers, music by Anton C. Eggers and Hermann Spielter—Irving Place, New York, March 20.
- REBECCA OF SUNNYBROOK FARM**, comedy, five acts, by Kate Douglas Wiggin and Charlotte Thompson—Republic, New York, October 3.
- REJUVENATION OF JOHN HENRY**, THE, farce, by Owen Davis—Majestic, Milwaukee, July 25.
- RENO DIVORCE MILL**, THE, playlet, by Les lie Curtis—Majestic, Reno, May 28.
- ROSALIND AT RED GATE**, play, from the novel of Meredith Nicholson, by George Middleton Mayt—New Crown, Chicago, May 8.
- ROSARY**, THE, four act play, by Edward Rose—First New York production, Garden, New York, October 24.
- ST. ELMO**, dramatised version of the book, by William Holcomb—Academy of Music, New York, December 1.
- ST. ELMO**, dramatised version of the book, by Ullie Akerstrom—Bijou, Brooklyn, January.
- SAUCE FOR THE GOOSE**, comedy, by Mrs. Geraldine Bonner—Stratton Theatre, Middletown, N.Y., November 14.
- SCANDAL**, THE, adaptation of Henry Bataille's play—Jackson, Bridgeport, Conn., September 26; Garrick, New York, October 17.
- SCARLET PIMPERNEL**, THE, by Baroness Orczy and Montague Barstow—Knickerbocker, New York, October 24.
- SCHMUGGLER**, DIE, comedy, three acts, by Dr. A. Dinter—Irving Place, New York, September 29.
- SECOND STORY MEN**, farce, one act, translated from the French of Georges Thurner by Jane G. Randolph White—Empire, New York, March 10 (Academy Dramatic Art Students).
- SELF-MADE MAN**, A—Empire, Providence, R.I., August 29.
- SHADOW OF THE GLEN**, THE, one-act Irish play, by Arthur Synge—Lyceum, New York, April 22.
- SILAS MARNER**, adapted by Mrs. Bertha Shearer from the novel—Euclid Garden, Cleveland, O., August.
- SILVER THISTLE**, THE, Scottish military drama, three acts, by J. Watson Stead—O.H., Hamilton, Conn., February 23.
- SINS OF THE FATHER**, THE, drama, by Thomas Dixon—Norfolk, September 21.
- SISTER BEATRICE**, play, two acts, by Maurice Maeterlinck—New, New York, March 14; revived, New, New York, November 19.
- SKY PILOT**, THE, four-act comedy-drama, by Copeland Brothers—Airdome, Manhattan, Can., May 26.
- SKY PIRATE**, THE, musical comedy, book by Ren Shields, lyrics by Stanley Murphy, music Frank Callahan—Corse Payton's Lee Avenue Theatre, Brooklyn, N.Y., April 25.
- SKYLARK**, A, musical comedy, book and lyrics by W. Harris, inn., music Frank G. Dosert—Columbia, Washington, D.C., March 14; New York, New York, April 4.
- SLIM PRINCESS**, THE, musical comedy, by Henry Blossom and Leslie Stuart—Star, Buffalo, September 8.
- SMITH**, comedy, four acts, by W. Somerset Maugham—Empire, New York, September 5.
- SNOWSTORM**, THE, Polish drama, by Stanislaus Przybyszewski—Hackett, New York, February 13.
- SON OF THE PEOPLE**, A, play, three acts, by Sophus Michaells, translated from the German of S. I. Szinnyey—New, New York, February 28.
- SOUTHERN GENTLEMAN**, A, play, five acts—Vendome, Houston, Texas, March 9.
- SPECKLED BAND**, THE, Arthur Conan Doyle's play—Garrick, New York, November 21.
- SPENDTHRIFT**, THE, play, by Porter Emerson Brown—Los Angeles, Can., January 17; Hudson, New York, April 11.
- SPITFIRE**, THE, play, by Edward Peple—Castle Square, Boston, Mass., February 28; Lyceum, New York, April 26.
- SPRING MAID**, THE, adapted from the book of Wilner and Wilhelm by Harry B. Smith and Robert B. Smith—Waterbury, Conn., November 30.
- STAMPEDE**, THE, comedy drama, by Cecil B. de Mille—Long Branch, N.J., September 13.
- STORM**, THE, play, by Langdon McCormick—New National, Washington, D.C., September 5.
- STRONGER CLAIM**, THE, three acts, George D. Parker—Chestnut Street Theatre, Philadelphia, December 20, 1909.
- SUBURBANITES**, THE, four-act drama, by John Cumberland—Worcester, Mass., July 18.
- SUMMER WIDOWERS**, THE, musical play, book by Glen Macdonough, music by A. Baldwin Sloane—Hyperion, New Haven, Conn., May 26; Broadway, New York, June 4.
- SWEETEST GIRL IN PARIS**, THE, musical comedy, by Addison Burkhardt, lyrics by Olin Davis, music by Joseph Howard—Milwaukee, Wis., August 21; La Salle O.H., Chicago, August 29.
- SUNSET RANCH**, Western drama, by Mrs. Charles L. Danforth—Baltimore, December 20, 1909.
- TAR AND FEATHERS**, Comedy, four acts, by Lewis B. Ely—Suburban Garden, St. Louis, August 28.
- TELL-TALE HEART**, THE, dramatised version, by Robert B. Kegerers, of Edgar Allan Poe's tale—Berkeley, New York (matinée), November 11.
- TERESA BE MINE**, play, by Adolf Phillips—Court, Wheeling, W. Va., September 16.
- THAT MONTGOMERY AFFAIR**, one-act play, from the French of Bones and Charande—Criterion, New York (Academy Dramatic Arts), December 17, 1909.
- THIEF IN THE NIGHT**, A, adapted from "Le Costand des Epinettes" of Tristan Bernard and Alfred Athes; English title, "A Bolt from the Blue"—Broad, Philadelphia, October 3.
- THREE DAUGHTERS OF MONSIEUR DUPONT**, THE, play, four acts, from the French of Eugene Brieux—Comedy, New York, April 13.
- THREE MILLION DOLLARS**, musical comedy, by Edgar Allan Woolf, music by Friedland—Lyceum, New London, Conn., July 28.
- THUNDERBOLT**, THE, A. W. Pinero's play—Princess's, Montreal, Can., October 29; New Theatre, New York, November 12.

- TILLIE'S NIGHTMARE**, musical piece, three acts, by Edgar Smith; music, A. Baldwin Sloane—Albany, New York, December 24, 1909; Herald Square, New York, May 5.
- TRANSFORMATION, THE**, play, by Rupert Hughes, adapted from the Italian—Bastable Theatre, Syracuse, New York, December 25, 1909.
- TURNING POINT, THE**, play, three acts, by Preston Gibson—Hyperion, New Haven, Conn., February 26; Hackett, New York, February 28.
- TWELFTH NIGHT**, Shakespeare's comedy—New, New York, January 26.
- TWO WOMEN**, play, by Robert Hughes—Colonial, Cleveland, Ohio, November 15; Lyric, New York, November 29.
- TYROLEAN, THE**, operetta, three acts; book, M. West and L. Held; music, Carl Zeller—Irving Place, New York, March 4.
- UNTIL ETERNITY**, play, by E. W. Elsner, adapted from the French "Jusque l'Éternité"—Tacoma, Wash., August 26.
- UP AND DOWN BROADWAY**, musical revue, by E. Smith, J. Schwartz, and W. Shubert—Boston, Mass., June 27; Casino, New York, July 18.
- UPSTART, THE**, farce comedy, three acts, by Tom Barry—Maxine Elliott's, New York, September 1.
- VACUUM, THE**, one-act play, by Preston Gibson—Hackett, New York, March 24.
- VILLAGE PASTOR, THE**, Bavarian folk-play, in three acts, by Maximilian Schmidt—Irving Place, New York, May 2.
- VIOLATORS, THE**, by F. V. Greene, jun.—Grand, Terre Haute, Ind., December 22, 1909.
- WASTE**, play, by Porter Emerson Browne—Court Square Theatre, Springfield, Mass., March 7.
- WATCHER, THE**, play, in four acts, by Cora Maynard—Auditorium, Baltimore, December 25, 1909; Comedy, New York, January 27.
- WEDDING DAY, THE**, play, in three acts, by Jessie Thrimble—Hackett, New York, December 10, 1909.
- WEDDING JOURNEY, THE**, comedy, three acts, by John P. McIntyre—Savoy, Atlantic City, N.Y., September 29.
- WELCOME TO OUR CITY**, farce, in three acts, adapted from the German by G. V. Hobart—Bijou, New York, September 12.
- WHAT WOMEN SAY**, play, by Frank Howe, jun., assisted by D. D. L. de Medina, from the Spanish of José Echegaray—Walnut Street Theatre, Philadelphia, June.
- WHEN ALL HAS BEEN SAID**, drama, by Bayard Veiller, founded on the novel of the same name—Royal, Toronto, Can., November 7.
- WHEN TWO WRITE HISTORY**, play, by Agnes Bangs Morgan—Lyric, Chicago, May.
- WHERE THE TRIAL DIVIDES**, play, by Robert Edson—Colonial, Boston, Mass., May 10.
- WHERE THERE'S A WILL**, farce, three acts, from the French "L'Enfant du Miracle" of Gavault and Chavray, by Maurice Campbell—Weber's, New York, February 7.
- WIFE TAMERS, THE**, farce, by O. Herford, J. C. Harvey, and R. H. Bowers—Criterion, Atlantic City, August 8.
- WHIRLWIND, THE**—see "Baccarat"—Daly's, New York, March 23.
- WINDING WAY, THE**, play, by Charles B. Sommers Murat, Indianapolis, Ind., March 10.
- WISHING RING, THE**, comedy, four acts, by Owen Davis, founded on a story by Dorothy Deakin—Daly's, New York, January 20; originally produced Montreal, Canada, October 19, 1909.
- WITCH, THE**, drama, by Hermann Hagedorn, based on a play by H. Wiers-Jenssen—New, New York, February 14.
- WOMAN'S INFLUENCE**, A, one-act play, by Gertrude Jennings—Maxine Elliott's Theatre, New York, March 31.
- WOMAN AND WHY**, play, by Marie V. Fitzgerald—Payton's Lee Avenue Academy, Brooklyn, N.Y., February 14.
- WOMAN LIKE YOU**, A, play, by Robert Hunter and Emerson Taylor—Hartford, Conn., July 25.
- WOMAN HE MARRIED, THE**, play, by Herbert Bashford—Remo, October 19.
- YANKEE GIRL, THE**, musical comedy, by George V. Hobart; music, Sylvio Hein—Herald Square, New York, February 10; originally produced Atlantic City, September 23, 1909.
- YOUNG TURK, THE**, musical play, in two acts, book by Aaron Hoffman; music, Max Hoffman; and lyrics, Harry Williams—New, New York, January 31; originally produced Atlantic City, November 10, 1909.
- YOUR HUMBLE SERVANT**, play, in four acts, Booth Tarkington and Leon Wilson—Garrick, New York, January 3; originally produced Lyceum, Rochester, October 8, 1909.

FIRES IN AMERICAN THEATRES.

BETWEEN DECEMBER 1, 1909, AND NOVEMBER 30, 1910.

- 1909.
- December 14.—Grand O.H., Peoria, Ill. Destroyed.
- December 18.—Windsor Theatre, New York. Slightly damaged.
- December 18.—Murray Hill Theatre, New York. Slightly damaged.
- December 30.—Seashell Theatre, Newark, N.J. Burnt out.
- 1910.
- January 4.—Teck, Salamanca, N.Y. Destroyed.
- January 18.—Opera House, Ashland. Destroyed.
- February 20.—Titus Theatre, Sullivan, Ind.
- March 15.—Huntington O.H., Huntington. Destroyed.
- March 28.—O.H., McKinney, Texas. Interior destroyed.
- April 7.—New Bijou, Dubuque, Ia. Destroyed.
- April 7.—Scott's O.H., Galt, Ont. Destroyed.
- June 20.—Theatre, Downey Park, Allentown, Pa. Destroyed.
- June 26.—Casino, Toledo, Ohio. Destroyed.
- June 27.—Opera House, Paterson, N.J. Destroyed.
- July 11.—O.H., Campbellton, Can. Destroyed.
- November 4.—Albert Theatre, Berlin, N.H. Destroyed.
- November 11.—Opera House, Hastings, Pa. Destroyed.
- November 26.—Thornton's Opera House, Riverpoint, R.I. Destroyed.

AMERICAN OBITUARY.

FROM DECEMBER 1, 1909, TO END OF NOVEMBER, 1910.

- Adair, Alexander, one time manager. Johnston, Pa., April.
- Aiken, Frank Eugene, actor. Aged 70 years. New York City, October 17.
- Albaugh, Junr., John W., actor manager. Aged 42 years. Baltimore, April 7.
- Allen, Frank, actor. Aged 57 years. Chicago Ill., August 3.
- Alliston, Annie, actress. Atlantic City, N.J., March 25.
- Andrews, Elizabeth, actress. Aged 80 years. Holmsberg, Philadelphia, March 20.
- Arlington, J. V., old time actor. Aged 67 years. Tenn., November 6, 1909.
- Armour, Aida N., male impersonator. Aged 41 years. San Francisco, Cal., August 2.
- Armstrong, Viola, actress. Mt. Vernon, N.Y., December 31, 1909.
- Astin, Walter, musician. New Coney Island, June 8.
- Bailey, Hackaliah, one time circus proprietor. Aged 89 years. Brewster, N.Y., March 6.
- Banta, John, flautist. Aged 42 years. New York City, September 1.
- Barclay, Anna (Mrs. Howard Truesdall), actress. Peekskill, N.Y., September 20.
- Barlow, J. H., black-face performer. Aged 50 years. Slatington, Pa., January 30.
- Barnes, Lucien, one time manager. Aged 74 years. New York City, October 9.
- Barrow John M., old time actor. Aged 75 years. Baltimore, May 8.
- Barbiett, Josephine (Mrs. Harold Perry), singer. Aged 48 years. Chicago, October 14.
- Barton, James Arthur, musical director. Aged 26 years. Grand Rapids, Minn., September.
- Barton, Robert (Pahr), actor. Aged 26 years. Wilmington, N.C., October 16.
- Bastedo, Alice, vaudeville artist. Oneonta, N.Y., January 7.
- Bates, Mrs. Josephine, of the Bates Musical Trio. Aged 46 years. Brooklyn, N.Y., November 10.
- Beams, Wesley, one time bill-poster. February 9.
- Beecher, Carrie, M., vaudeville actress. Aged 26 years. Chicago, Ill., January 21.
- BeFord, Al., actor. Buffalo, N.Y., December 28, 1909.
- Bell, Charles, J. B., actor. New York City, April 11.
- Berg, Albert, burlesque manager. Aged 45 years. Denver, Col., February 7.
- Bernstein, Sigmund, orchestra manager. New York City, January 28.
- Bishop, Mrs. Marie, actress. Los Angeles, Cal., January 14.
- Bitner, Stephen, musician. Harrisburg, Pa., May 4.
- Black, Nellie, comedienne. Bridgeport, Conn., June 13.
- Bliss, Geo., acrobat. Madison, Wis., December, 1909.
- Blitz, Frank, showman. Aged 57 years. New Orleans, La., November 22.
- Boisini, Otto, acrobat. New York, January 15.
- Bokee, William H., old time actor. Aged 86 years. Staten Island, N.Y., October 17.
- Bonn, Harry, actor and manager. St. Louis, Mo., September 3.
- Booth, Agnes (Mrs. J. B. Schoeffel), actress. Aged 66 years. Brookline, Mass., January 2.
- Born, Max, manager. Indianapolis, November 22.
- Bowman, Ben., side showman. Aged 55 years. Williams, W. Va., July 19.
- Boyle, Clara, vaudeville artist. Chicago, Ill., February 19.
- Breyer, William Vaughn, old time actor. Aged 75 years. Salt Lake City, August 22.
- Britton, Joe, vaudeville performer. Aged 34 years. New York City, October 10.
- Brosnahan, John E., manager. Bellows Falls, Vt., December 1909.
- Brown, J. M., circus agent. Aged 55 years. Columbus Ga., December 2, 1909.
- Brown, Pallas, violinist. Helena, Mont., July 9.
- Browne, Joseph G., musician. Aged 56 years. Holyoke, Mass., April 30.
- Bruce, Ethel (Mrs. F. A. Andrews), actress. Aged 36 years. New York, September 23.
- Burgess, Neil, actor. Aged 63 years. New York, February 19.
- Burman, Alma, burlesque actress. Minneapolis, Minn., January.
- Burt, Mrs. Fannie Lewis, actress. Aged 60 years. Mount Vernon, N.Y., December 17, 1909.
- Busch, Max., Violinist. Sacramento, October 19.
- Cantwell, Susan H., vaudeville artist. Aged 29 years. New York, July 29.
- Carey, Thomas, vaudeville performer, Aged 48 years. Chicago, Ill., January 6.
- Carr, Charles, vaudeville performer. Aged 42 years. St. Joseph, Mo., November 9.
- Carr, Frank B., burlesque manager. Aged 59 years. New York, June 21.
- Carroll, John W., juggler. Chicago, August 24.
- Chase, Mrs. Francis, mother of Pauline Chase. New York City, October 29.
- Cheshire, John, harpist. Aged 79 years. New York City, September 26.
- Church, Charles L., old time minstrel. Aged 78 years. Cambridge, Mass., June 4.
- Clark, James F., musician. Aged 27 years. Brooklyn, N.Y., July 23.
- Clarke, Creston, actor. Aged 44 years. Asheville, N.C., March 21.
- Clayton, Ruth, vaudeville artist. Aged 30 years. New York City, September 7.
- Clement, Clay, actor and dramatist. Aged 46 years. Kansas City, Mo., February 21.

THE STAGE YEAR BOOK.

- Cloward, N. Dunshane, vocalist. Wilmington, Del., November 7.
- Cokel, William H., old time actor. Aged 84 years. Livingston, Richmond Borough, N.Y., October 19.
- Comar, Belle, vaudeville artist. Aged 27 years. Albuquerque, N.M.
- Comstock, Alexander, manager. Aged 51 years. New York City, December 22, 1909.
- Condit, Walter, actor. Aged 55 years. New York City, October 7.
- Conlan, Joe, comedian. Aged 40 years. Brooklyn, March 17.
- Conterno, Luciane G., musician. Aged 71 years. New York City, May 4.
- Coogan, John, vaudeville agent. Aged 48 years. Boston, Mass., October 4.
- Cooley, Mrs. Alice Kingsbury, old time actress. Aged 70 years. Alameda, Cal., November 3.
- Cooper, Samuel, one time manager. Washington, D.C., August 26.
- Corbett, Alex. B., scenic artist. New York City, June 17.
- Courtney, C. W. (Case), actor. Aged 41 years. Emery, So. Dak., January 27.
- Coyle, Frank D., lecturer. Aged 57 years. New York, December 16, 1909.
- Craven, Edward, actor. Aged 36 years. New York, April 23.
- Crawford, Jack, burlesque actor. Aged 45 years. Marysville, Mo., July 12.
- Cronin, Daniel, stage carpenter. Philadelphia, Pa., March 13.
- Cunningham, Henry J., treasurer. Aged 33 years. Montreal, September 27.
- Curtis, Mrs. D. S., vaudeville artist. Aged 30 years. Stirling, Ill., July 24.
- Daily, John V., actor. Aged 65 years. Duluth, Minn., March.
- Dane, Fred A., stage manager. Atlantic City, N.J., January 5.
- Dare, J. Harvey, theatre manager. March.
- Darrow, Clyde (Agnes Herron), burlesque actress. Aged 27 years. Cincinnati, December 28, 1909.
- Dashway, Chas., gymnast. Aged 54 years. Brooklyn, N.Y., February 7.
- Dauvilles, "Prince" Hallo, comedian. January 23.
- Davis, John D., manager. Aged 80 years. Cincinnati, O., May 28.
- Davis, Mrs. Rebecca Harding, mother of Richard Harding Davis. Aged 79 years. Mt. Kisco, N.Y., September 29.
- Day, William B., showman. December 19, 1909.
- Dayer, John Harvey, manager. Aged 25 years. Lockport, N.Y., February 26.
- De Gafferly, T. P., manager and proprietor. Aged 30 years. South Boston, December 3, 1909.
- De Frankie, Grace, actress. Chicago, Ill., January 16.
- De Give, Laurent, theatre proprietor. Florida, March 17.
- Deicke, Hedwig, acrobat. Aged 22. Philadelphia, May 26.
- De Leon, Frank, actor. Aged 42 years. Chicago, Ill., May 21.
- Derenda, Leo., vaudeville artist. In the wreck of the "General Chanzy" off Algiers, February 9.
- De Sousa, Mrs. Carrie, mother of May De Sousa. Chicago, Ill., January 30.
- De Serrano, Carlos A., musician. Aged 53 years. New York City, May 31.
- Detmer, Julius H., violinist. Aged 53 years. Brooklyn, N.Y., October 6.
- Dobson, Charles E., old time minstrel. Aged 70 years. New York City, January 19.
- Doebi, Zoe, actress. Mt. Clemens, Mich., August 27.
- Donaldson, James, theatre proprietor. November.
- Donnelly, Henry V., actor. Aged 48 years. New York City, February 15.
- Dorgan, Andrew, manager. Aged 37 years. Fairmont, W. Va., January 27.
- Doyle, Tom, vaudeville artist. Chicago, February 13.
- Duey, Allen R., actor. Aged 43 years. Denver, Colo., June 3.
- Duggan, P. J., actor. Aged 55 years. New York City, May 30.
- Dunn, Frank V., theatre proprietor. Aged 55 years. Boston, Mass., February 17.
- Eastman, Barrett, dramatic critic. Biloxi, Miss., January 11.
- Eddy, Lew (Brannon), vaudeville artist. Pocatello, Idaho, December 24, 1909.
- Edwards, Julian, composer. Aged 54 years. Yonkers, N.Y., September 5.
- Ellsworth, Mark, actor. Aged 42 years. Wilton, Conn., October 25.
- Emmett, Herman W., vaudeville artist. Darby, Pa., October 1.
- English, Thomas F., old time actor. Aged 55 years. Rockland, Mass., July 5.
- Esberger, Max, musician. Los Angeles, Cal., September 19.
- Ettridge, Edward (Beppo), acrobat. New York, March 12.
- Evans, Ernest Aubrey, singer. Aged 27 years. Phoenix, Ariz., March 29.
- Evans, George C., manager. Douglas, Ariz., November 9.
- Evans, Henry, agent. Albany, N.Y., December 2, 1909.
- Evans, Walter, actor. Memphis, Tenn., December 18, 1909.
- Everly, Adam, one time actor. Aged 66 years. Philadelphia, April 2.
- Eversole, William, advance agent. Asbury Park, N.J., August 14.
- Fagan, Ben (De Haven). Nevada, Mo., October 29, 1909.
- Fahnestock, Gertrude Grete, actress. Cohoes, N.Y., November 26.
- Fanning, Mrs. Maude, actress. Aged 28 years. Camden, N.Y., July 2.
- Faris, John P., treasurer. Niantic, Ill., July 27.
- Fassio, Augusta, acrobat. Cincinnati, June 17.
- Faust, Edwin, acrobat. Aged 69 years. New York City, March 8.
- Faust, Lotta, actress. Aged 29 years. New York City, January 26.
- Fay, Chas. J., musical director. Aged 39 years. March 19.
- Fernandez, E. L. (Mrs. Emily Letitia Price), actress. Aged 57 years. New York, December 21, 1909.
- Fetters, Wm. J., old time scenic artist. Aged 73 years. Philadelphia, November 5.
- Finlay, Walter Roland, old time vaudeville artist. Aged 72 years. Brooklyn, July 1.
- Fitzgerald, James D., singer. Aged 52 years. Bronx, July 1.
- Fletcher, Kate (Mrs. Katherine Lingham), actress. Aged 61 years. New York, September 20.
- Flynn, Patrick J., dancer. Aged 45 years. February.
- Foster, William, proprietor. Des Moines, December 29, 1909.
- Fox, Emro, magician. Aged 60 years. Utica, N.Y., March 4.
- Fry, Jack, circus artist. Aged 32 years. Van Wert, O., June 23.
- Furlong, John R., actor. Aged 54 years. Oakland, Cal., February 13.
- Fyffe, Charles J., actor. Aged 80 years. Holsburg, November 2.

- Fynes, John T., manager. Aged 49 years. New York, January 21.
- Gebert, Gus, musical director. Aged 70 years. New York City, November 10.
- George, Martha, actress. Aged 57 years. New York, May 11.
- Gibbs, Henry T., minstrel. Aged 85 years. Gallipolis, O., November 2.
- Gilbert, Charles, singer. Aged 43 years. New York City, October 11.
- Gillette, Agnes Atherton, actress. Chicago, Ill., November 7.
- Gilman, Marie (Mrs. Maud E. Shreve), actress. Washington, D.C., October 20.
- Glover, Amelia, dancer. Aged 38 years. New York City, February 9.
- Gonzalez, Lizzie (Mrs. F. V. French), burlesque actress. New York, April 12.
- Graham, George Edward, one time business manager. Los Angeles, Cal., January 8.
- Grant, Flo, acrobat. Denver, Cal., November 28, 1909.
- Gray, Kittie. Aged 42 years. Waterylic, N.Y., January 27.
- Greaves, Mrs. Ethel Greybrook, actress. Aged 40 years. Holmesburg, Philadelphia, October 28.
- Green (of Derezda and Green) vaudeville artist. In the wreck of the "General Chanzy" off Algiers, February 9.
- Green, Charles S., manager. Minneapolis, Minn., September 19.
- Griffin, John D., comedian. Providence, R.I., August 9.
- Grimm, John Elmer, musician. Aged 42 years. Sharon, Pa.
- Hall, D. M. (Mulvey), vaudeville artist. Aged 38 years. Brooklyn, N.Y., February 13.
- Hall, Frank, O. R., actor. Aged 28 years. Allegheny, Pa., February 12.
- Hall, John T., advance agent. Aged 45 years. York, Pa., October 16.
- Haller, Frank M., one time manager. Lima, O., September 21.
- Hamlin, Constance A., actress. Aged 64 years. New York City, January 17.
- Hamner, Will, actor. Aberdeen, S. Dak., February 8.
- Hankins, Junr., James W., dramatist. Aged 46 years. Plainfield, N.J., August 27.
- Hart, Willie (Sketchley), vaudeville artist. Clementon, N.J., June 29.
- Haswin, Carl A., actor. Aged 61 years. Mineral Wells, Tex., April.
- Hayes, Samuel E., treasurer. Aged 26 years. Manchester, N.H., March 14.
- Head, Frank B., music publisher. Aged 35 years. Brooklyn, N.Y., October 27.
- Heck, Louis, violinist. Aged 73 years. Topeka, Kan., August 27.
- Helmreich, Frederick W., one time circus performer. Aged 62 years. July 31.
- Henry, O. (Portor), dramatist. Aged 43 years. New York City, June 5.
- Henty, Marb., old time vaudeville performer. Aged 59 years. Hartford, Conn., October 14.
- Herbert, Samuel, banjo player. Aged 39 years. Brooklyn, July 6.
- Hermann (Hermann L. Weinacht), vaudeville artist. Columbus, O., April 25.
- Hester, Agnes, actress. Aged 18 years. Gary, Ill., June 16.
- Hicks, L. P., actor. Aged 62 years. New York City, June 8.
- Hill, Hamilton, baritone singer. Aged 38 years. Pasadena, Cal., June 26.
- Hoge, Will M., one time musician. Aged 52 years. Marietta, O., January 5.
- Holland, George, actor. Aged 63 years. Philadelphia, Pa., February 17.
- Hollingsworth, James G., manager. Richmond, Va., October 5.
- Holmes, Mrs. Elizabeth B., actress. Aged 75 years. Staten Island, N.Y., April 4.
- Holthaus, Harry, stage manager. Aged 44 years. St. Louis, Mo., October 30.
- Hooper, Lucile (Mrs. A. Y. Orser), actress. New York, March.
- Hopgood, Harry, old time advance agent. Aged 84 years. Amityville, L.I., July 9.
- Horowitz, Moses, Yiddish dramatist. Aged 76 years. New York City, March 3.
- Houston, Stewart, manager. Toronto, Can., February 7.
- Howard, Ruth (Catherine Hopman), burlesque actress. Aged 34 years. Montreal, Can., May 30.
- Hucke, Lucien, circus performer. New York, October 6.
- Huffman, Frank C., manager. Aged 55 years. New York City, April 29.
- Hurly, Tom B., agent, Medicine Hat. Alta, Can., November 5.
- Hussey, St. George (Mrs. C. F. Lorraine), actress. Detroit, Mich., October 9.
- Hutchings, Charlotte (Mrs. Charlotte Winterburn), one time opera singer. Aged 70 years. Pittsburg, Pa., November 20.
- Hutchinson, James Lewis, circus manager. Aged 63 years. Shelter Island, N.Y., September 3.
- Ingraham, Emery D., violinist. Worcester, Mass., September 27.
- Ingraham, Herbert, song writer. Aged 23 years. Saranac, N.Y., August 24.
- Irwin, James Leo, juggler. Aged 22 years. Rahway, N.J., December 15, 1909.
- Ivans, Jos., stage manager. April 13.
- Jackson, Ira W., manager. Aged 50 years. Bridgeport, Conn., August 21.
- James, Louis, actor. Aged 67 years. Helena, Mont., March 5.
- Jarrett, William B., stage mechanic. Aged 45 years. Los Angeles, Cal., February 12.
- Jeffries, Virginia (Mrs. Edwin Wolcott), actress. Aged 25 years. Columbus, Ohio, July 22.
- Jelier, C., manager. Racine, Wis., January 2.
- Johnson, James H., property man. Philadelphia, March 1.
- Johnston, Nellie, vaudeville actress. Aged 23 years. Augusta, Me., November 19.
- Johnstone, Ralph, vaudeville performer. Aged 35 years. Denver, Col., November 17.
- Justice, Francis, actor. Aged 28 years. Fort Wayne. April 15.
- Kane, Frankie, actress. Llano, Tex., April 25.
- Kavanaugh, Cecile R., assistant treasurer. New Bedford, Mass., November 30.
- Keats, John, actor. Aged 40 years. Baltimore, May 9.
- Keegan, James H., stage manager. Bridgeport, Conn., June.
- Keith, Mary C., wife of B. F. Keith, vaudeville manager. Brookline, Mass., November 16.
- Keith, Muriel, actress. Aged 24 years. Richmond, Va., September 1.
- Kellar, Mrs. Harry, cornet soloist. Aged 45 years. March 29.
- Kelly, Charlie, one time vaudeville artist. Aged 41 years. Louisville, Ky., March 27.
- Kendall, Ezra F., comedian. Aged 43 years. Martinsville, Ind., January 23.
- Kelley, James, actor. Bay City, Mich., April 26.
- Kenyon, Peter, acrobat. Aged 54 years. New York City, December 20, 1909.
- Key, James Barton, actor. Aged 55 years. New York City, May.

- Kieckhofer, Eugene A., musician. Chicago, Ill., April 30.
- King, Roy, actor. Aged 30 years. Pontiac, Mich., October 23.
- King, Ada, vaudeville artist. Aged 33 years. Pittsburg, Pa., February 5.
- Kingdon, Rex Leslie (McClain), actor. Aged 29 years. Chickasha, Okla., June 25.
- Kinnebrew, Mrs. May. Aged 27 years. Plymouth, Ill., March 15.
- Knauer, Max, musician. Aged 56 years. New York City, May 13.
- Knight, Frederick E., scenic artist. Aged 53 years. Columbus, O., June 21.
- Konah, Louis, musician. Elizabeth, N.J., January 2.
- Koneke, Harry M., treasurer. Aged 26 years. Norfolk, Va., January 4.
- Kohl, Charles E., vaudeville manager. Aged 55 years. Ocononowoc, Wis., November 12.
- Kramer, Francis Joseph, musician. Pittsburg, Pa., March 9.
- Krueger, Jacques, actor. Aged 60 years. Detroit, Mich., November 3.
- La Bertus, Tony, acrobat. Aged 43 years. Sioux City, Ia., September.
- La Moss, Edwin, scenic artist. Aged 55 years. Boston, April 4.
- Langdon, Henry A., actor. Aged 32 years. Staten Island, N.Y., April 10.
- Lanonette, Fred J., actor. Aged 35 years. Hastings, Neb., October 13.
- Larsen, Henry, violinist. Aged 42 years. Santa Monica, Cal., March 14.
- La Vaile, Harry, singer. Aged 30 years. Beile Plaine, Iowa, February 19.
- Leach, Mrs. Mary, one time actress. Indianapolis, Ind., January 15.
- Leath, Thomas G., theatre manager. Aged 68 years. Richmond, Va., April 11.
- Lee, Barbara (Mrs. Larrivée), actress. Aged 28 years. Montreal, Can., July 10.
- Lee, Bonny (Murray), black face performer. Chicago, Ill., November 22.
- Lee, Henry, actor. Aged 54 years. Chicago, Ill., November 9.
- Lee, James Walter, side show manager. Aged 37 years. Easton, Pa., August 31.
- Lees, J. Fred, manager. Aged 32 years. New York City, January 20.
- Leroy, — magician. Aged 41 years. Pittsburg, Pa., December 23, 1909.
- Lewis, James L., actor. Aged 35 years. Boston, Mass., December 25, 1909.
- Lingard, C. W., circus proprietor. Aged 61 years. St. Louis, Mo., April 21.
- Lockwood, George R., old time clown. Aged 89 years. Anderson, Ind., November.
- Lorena, Mabel (Mrs. J. H. Tompkins), actress. Los Angeles, Cal., October 8.
- Lowlow, John, clown. Cincinnati, October 18.
- Ludwic, Charles, property man. Aged 34 years. New York City, January 26.
- Mackey, James F., burlesque actor. Aged 33 years. Chicago, Ill., October 24.
- Mackin, John B., one time comedian. Aged 43 years. Philadelphia, December 30, 1909.
- MacLean, Christine, actress. Aged 35 years. San Francisco, April 1.
- Magers, Joseph W., vaudeville artist. Aged 32 years. Columbus, O., October 8.
- Malcolm, Fred B., minstrel. Chicago, April 3.
- Marks, Hiram, old time clown. Aged 78 years. Indianapolis, Ind., July.
- Marvelle, Dan, acrobat. Aged 41 years. Philadelphia, August 26.
- Maussey, Ida, one time actress. New York City, February 21.
- Maxwell, George H., actor. Aged 73 years. Oshkosh, Wis., October 10.
- Mayer, Ferdinand, musician. Aged 39 years. Buffalo, N.Y., April 20.
- Mayon, Frank A., actor. Aged 20 years. Jersey City, February 13.
- McAllister, Phosa (Mrs. Harry Duffield), actress. Aged 58 years. Glendale, Cal., December 24, 1909.
- McCarney, J. Edward, treasurer. Lexington, Ky., July 25.
- McCoy, Thomas, actor. Aged 57 years. Fitchburg, Mass., May 8.
- McGuckin, Albert, operatic singer. Aged 31 years. Milford, Conn., June 11.
- McKim, "Red" (Philip McKim), actor. San Francisco, Cal., May 28.
- McVickers, Minnie (Mrs. Carl M. Dalton), actress. Aged 33 years. Dulique, Ia., April 8.
- Melrose, Lizzie, actress. Aged 33 years. New York City, December 21, 1909.
- Melville, Harry, actor. Santa Fé, N. Mex., October 9.
- Melville, Melvin, manager. Aged 68 years. Stillwater, Okla., November 2.
- Metcalf, Evangeline, vaudeville artist. Aged 29 years. Spokane, Wash., February 2.
- Millar, Mrs. A. O., actress. Newark, N.J., December 2, 1909.
- Miller, Mrs. Bessie Keyes, one time vaudeville artist. Aged 32 years. Ogdensburg, N.Y., July 26.
- Montgomery, Charles H., actor. New York, February 6.
- Moody, William Vaughn, playwright. Aged 41 years. Colorado Springs, Colo., Oct. 17.
- Moore, Clara (Mrs. Clara Scott), vaudeville artist. Brooklyn, December, 1909.
- Moore, Lebbie (Mrs. John Fenton), actress. Bronx, N.Y., June 4.
- Morris, Sam, actor manager. Aged 55 years. Chicago, October 31.
- Morrison, John, actor and circus performer. April 4.
- Morrow, Archie E., dramatist. Aged 40 years. Suffern, N.Y., May 15.
- Morse, Mrs. Louisa, actress. Aged 80 years. Providence, R.I., January 29.
- Moss, Charles, treasurer. Aged 70 years. Bronx, February 8.
- Moss, Mrs. Octavia A., proprietress of Wallack's. Aged 77 years. New York, January 15.
- Motley, William F., treasurer. Aged 45 years. Chicago, July 3.
- Muldoon, Peter, property man. Aged 36 years. Peoria, Ill., January 12.
- Mullini, Maginel, vaudeville artist. Aged 71 years. Kansas City, Kan., November 7.
- Mulvey, Eddie, advance agent. Aged 28 years. Providence, R.I., June 1.
- Murphy, John E., one time stage manager. New Orleans, La., July 23.
- Murphy, John H., minstrel. Aged 75 years. New London, Conn., April 30.
- Murray, Thomas, musician. New York, October 11.
- Nelson, Mrs. Arthur, acrobat. Tulsa, Okla., September 17.
- Nelson, Christopher, actor. Aged 43 years. Columbus, O., September 22.
- Nevius, C. B., manager. St. Louis, Mo., December 31, 1909.
- Noxon, Leila, vaudeville performer. Aged 23 years. Cleveland, O., January 29.
- Nunn, William L., musician. Aged 62 years. Bay City, Mich., February 11.
- Oliver, James B., song writer. Philadelphia, February 23.
- Olmi, George, actor. Washington, D.C., July.

- O'Neill, Polley (Mrs. A. E. Hubbell), vaudeville artist. Aged 35 years. St. Paul, Minn., December 23, 1909.
- Ostendorf, Louis R., manager. Indianapolis, Ind., February 16.
- Overton, John S., old time actor. Aged 69 years. Brooklyn, N.Y., July 24.
- Paladino, Joseph, treasurer. Aged 43 years. November 23, 1909.
- Palmer, Henry Clay, old time showman. New York City, January 18.
- Parry, Thomas, actor. Aged 25 years. Louisville, Ky., January 25.
- Pascoe, Sidney W., manager. Chicago, March 21.
- Patten, William, vaudeville artist. Aged 35 years. Brooklyn, N.Y., May 14.
- Paulin, Louise, old time actress. New York, April 18.
- Pennoyer, Mrs. Clara, actress. Aged 72 years. Philadelphia, Pa., May 23.
- Perle, Kittie Nace, operatic artist. Aged 30 years. Drowned in Lake Quinsigamond, Worcester, Mass., September 4.
- Perle, Louis, musical director. Aged 50 years. Drowned in Lake Quinsigamond, Worcester, Mass., September 4.
- Peterson, Clara G., composer. Aged 68 years. Asbury Park, N.J., July 24.
- Phillips, Thomas, advance agent. Aged 35 years. Denver, Cal., September.
- Pierce, W. J., manager. Aged 55 years. Northfork, W. Va., February.
- Powers, Anastasia, Irene. Memphis, Tenn., February 23.
- Prendergast, Jimmy (Curley), clown. Aged 29 years. Chicago, Ill., January 17.
- Prendiville, Jean Paul ("Harry") composer. Worcester, Mass., March 24.
- Preselle, P. H., hypnotist. Jersey City, N.J., March 10.
- Raymond, Bobby (Alhson), vaudeville artist. Aged 41 years. Knoxville, Tenn., May 19.
- Reyher, Dr. E. A. Ashland, O., May 13.
- Reynolds, Charles, old time minstrel. Aged 73 years. Vineland, N.J. May 19.
- Rice, George W., burlesque actor. Aged 51 years. Centreport, L.I., December 22, 1909.
- Rich, E. A. ("Abe"), actor. Aged 45 years. Boston, November.
- Richardson, Laurence J., theatre proprietor. Oswego, N.Y., March 11.
- Richmond, Harry (Paige), actor. Aged 73 years. Minnehaha, Minn., August 6.
- Ried, Al., old time circus agent. Secaucus, N.J., August 30.
- Riddle, Prof. George, Shakespearean reader. Aged 59 years. Boston, Mass., November 26.
- Roberts, Mrs. Phoebe Russell, one time actress. Aged 46 years. Boston, Mass., December 31, 1909.
- Robinson, Fay (Fay Parsons), actress. Aged 55 years. Algansee, Mich., September 2.
- Rogers, E. O., old time showman. Aged 62 years. Bath, N.Y., March 9.
- Roltair, Henry, magician. Aged 57 years. El Reno, Okla., January 14.
- Roma, Mrs. Octavia (Mrs. Octavia Ritchie), actress. Aged 56 years. Tampa, Fla., April 20.
- Rooney, Joseph F., actor. Malden, Mass., January 26.
- Russell, Mrs. Pauline, animal trainer. Aged 38. New York City, January 13.
- Sanders, Jack (Chandler), stage manager. Memphis, Tenn., November 6.
- Saulter, Henry (Mangean), acrobat. New York, July 23.
- Saville, John G., actor. Aged 70 years. New York City, June 1.
- Sawtelle, J. Al., manager. Aged 64 years. New York City, January 11.
- Schnachner, Carl A., one time operatic artist. Aged 62 years. Philadelphia, April 5.
- Schneider, Karl G., musical director. Aged 56 years. Brooklyn, May 29.
- Schorett, Herman, musician. Aged 45 years. Buffalo, N.Y., October 24.
- Schriber, Louis, cornet soloist. Aged 83 years. Los Angeles, Cal., August 3.
- Schultze, Herman, of Grigolatis Aerial Ballet. Aged 54 years. New York City, January.
- Schwartz, Frederick, manager. Aged 43 years. Philadelphia, April 10.
- Seiter, Sr., William, bandmaster. Aged 82 years. Cincinnati, December 3, 1909.
- Semon, Simon H., old time circus man. Aged 75 years. Mt. Vernon, N.Y., September 6.
- Seymour, Virginia Nettie (Mrs. Louis Onash), vaudeville artist. Bay Shore, L.I., N.Y., October 3.
- Shapiro, Lizzie, actress. New York City, March 5.
- Shea, Frank J., banjoist. August 12.
- Shields, John, actor. Sycamore, Ill., May 13.
- Short, Frank A., proprietor of California Theatre, Los Angeles, Cal., February 21.
- Shout, Ernest ("Boots"), advance. Pittsburg, Kan., January 14.
- Sidney, Frederick W., actor. Aged 60 years. Ocala, Fla., April 21.
- Sinclair, Hattie, actress. Aged 42 years. Jackson, Mich., December 19, 1909.
- Skelton, J. A., actor. Aged 29 years. Atlanta, Ga., February 17.
- Smith, Emma (Mrs. Emma S. Figart), one time dancer. Aged 48 years. Newport, News., Va., October 20.
- Smith, Sue (Mrs. H. M. Smith), concert artist. Boston, December, 1909.
- Smith, W. Charles, manager. Elmira, N.Y., August 21.
- Stepneis, J. Ogden, actor. Aged 52 years. Chicago, May 20.
- Stewart, Josie, one time burlesque actress. Brooklyn, N.Y., June 13.
- Stowe, James B., circus agent. Aged 52 years. Greenville, Miss., November 2.
- Strassburg, Charles E., veteran actor. Louisville, Ky., February 5.
- Strater, Walter, actor. Aged 30 years. White Plains, N.Y., September 7.
- Studley, John Beresford, old time actor. Aged 77 years. New York City, August 6.
- Stokes, Belle (Austin), circus performer. Aged 40 years. New York, October 19.
- Sullivan, James A., actor. Harrisburg, Pa., September.
- Sully, Daniel (Sullivan), actor. Aged 55 years. Ulster County, N.Y., June 25.
- Sully, George, acrobat. Aged 34 years. Newark, N.J., February 17.
- Sunetaro, Soto, Japanese magician. February 10.
- Surridge, J. H., old time minstrel. Aged 72 years. New York City, March 30.
- Sutherland, Lewis (Maophie), actor. Aged 43 years. New Harmony, Ind., May 6.
- Swaidner, Edward J., musician. Butte, Mont., September 21.
- Swartz, Edward J., playwright. Aged 62 years. Philadelphia, June 4.
- Talbot, Jack, minstrel. Aged 69 years. New York City, April 5.
- Taney, Harry, actor. Aged 47 years. New York, March 19.
- Taylor, Marion (Marion Snyder), actress. Aged 25 years. New York City, June 23.

- Thayer, Burt P., actor. Aged 42 years. Montecillo, N.Y., June.
- Thomas, Edwin B., father of Augustus Thomas. Aged 83 years. St. Louis, April 25.
- Thorne, Thomas, actor. Aged 24 years. Chicago, Ill., March 11.
- Timpone, Al, musician. New York, Feb. 7.
- Toone, Bessie, actress. Aged 27 years. New York City, August 12.
- Trask, Ben (Stephen). Denver, Cal., Feb. 7.
- Trayer, Matt., actor. San Francisco, Cal., October 25.
- Treadwell, James W., manager. White Plains, N.Y., January 29.
- Tredeneck, H. W., opera singer. Aged 49 years. Marietta, Pa., June 26.
- Trumbull, Harry W., showman. Colfax, Wash., July 21.
- Twain, Mark (S. L. Clemens). Aged 74 years. Redding, Conn., April 21.
- Underner, Edward C., manager. Aged 46 years. Cleveland, O., May 30.
- Van Ronk, Frederick Alonzo, stage carpenter. Aged 67 years. Brooklyn, N.Y., August 1.
- Van woert, Eugene, manager. Aged 51 years. Brooklyn, N.Y., August 23.
- Vertell, Mrs. J. M., one time tight rope performer. Aged 60 years. November 20.
- Villa, Samuel B., one time actor. Aged 68 years. New York, April 3.
- Wachning, Paula, opera singer. Aged 30 years. New York City, November 28.
- Wagner, William George, minstrel. Muskegon, Mich., December 19, 1909.
- Waldron, James T., stage manager. Aged 45 years. New York City, May 3.
- Wallace, Mamie (Kelly), vaudeville performer. Aged 26 years. Utica, N.Y., April 30.
- Walsh, Mrs. Marie, playwright. Brooklyn, N.Y., May 8.
- Walters, May (Mrs. Will A. Peters), actress. Aged 38 years. Globe, Ariz., July 14.
- Warner, Mrs. Cora, actress. McGregor, Ia., May 14.
- Warren, William G., actor. Aged 42 years. New York, March 7.
- Warren, George, circus proprietor. Sydney, June 16.
- Wayne, Andrew Jackson, black face performer. Aged 39 years. Oklahoma City, Okla., March 14.
- Webster, Mrs. Irene, authoress. Bronx, January 1.
- Weinstock, Annie, one time burlesque actress. Aged 32 years. Williamsburg, N.Y., October 22.
- Welb, Ferdinand, manager. Aged 58 years. St. Louis, Mo., October 3.
- Weich, Dick (Richard Matchett), vaudeville artist. Aged 46 years. Philadelphia, April 21.
- Wells, Charles, actor. Parkersburg, W.V., June 12.
- Wheelock, Jun., Joseph, actor. Aged 39 years. Phoenix, Ariz., January 22.
- Wheelan, Edwin R., actor. Indianapolis, Ind., February 26.
- Whiting, Joseph E., actor. Toronto, January 23.
- White, Ruth, actress. Aged 35 years. New York City, March 28.
- White, Cora (Mrs. Thomas Nolan), burlesque actress. New York City, July 20.
- White, A. M. (Robertson), singer. Aged 51 years. September 26.
- Whitney, Myron W., old time singer. Aged 74 years. Sandwich, Mass., September 19.
- Wiggins, John B., manager. Aged 34 years. Rochester, N.Y., January 24.
- Wighamam, Joseph Forrest, actor. Aged 35 years. Ashland, Pa., May 1.
- Wilks, Edward P., actor. Aged 67 years. Staten Island, N.Y., January 23.
- Williams, "Billy," old time minstrel. Aged 66 years. Elizabeth, N.J., July 25.
- Williams, George U., old time circus performer. Little Rock, Ark., November 17.
- Winnepenny, J. Bolton, theatre proprietor. Philadelphia, April 8.
- Wiseman, P. H., musician. Aged 63 years. Malta, O., November 29.
- Witmark, Marcus, music publisher. Aged 76 years. New York, March 29.
- Wolfe, Mrs. Chas. O., vaudeville performer. Aged 28 years. Cedar Rapids, Ia., December 24, 1909.
- Wood, T. C., circus proprietor. Brighton, Ia., December 10, 1909.
- Worley, Inez, one time vaudeville actress. Sacramento, Cal., March 7.
- Wright, Harry H., comedian. Pittsburg, Pa., February 17.
- Writt, Gilbert, actor. Aged 35 years. London, Can., March 14.
- Wyatt, Harry C., manager. Aged 61 years. Los Angeles, Cal., July 25.
- Wyatt, Mrs. Julia, old time actress. Aged 87 years. New Haven, Conn., November 30.
- Zerrahn, Carl, musical conductor. Aged 83 years. Milton, Mass., December 29, 1909.



NEW THEATRES OPENED IN AMERICA.

BETWEEN DECEMBER 1, 1909, AND NOVEMBER 30, 1910.

1909.

- December 16.—G.O.H., Denlo Lake, No. Dak. (drama).
 December 19.—Orpheum, Walnut Hills, Cincinnati (vaudeville).
 December 20.—American, Davenport, Pa. (vaudeville).
 December 21.—Lyric, Butler, Pa. (vaudeville).
 December 25.—Bijou, Savannah, Ga. (drama).
 December 25.—New Majestic, Evansville, Ind. (vaudeville).
 December 27.—Crescent, Syracuse, New York (vaudeville and pictures).
 December 27.—New Orpheum (old Hippodrome), Birmingham, Ala. (vaudeville).
 December 27.—Fifth Avenue, Nashville, Tenn. (vaudeville).
 December 28.—People's, Owensboro, Ky. (vaudeville).
 December 28.—Linden, Chicago (vaudeville).
 December 31.—New Chute's Theatre, San Francisco, Cal. (vaudeville).

1910.

- January 1.—New Columbia, New York (burlesque).
 January 3.—New Casino, Boston, Mass. (burlesque).
 January 10.—Globe, New York.
 January.—New Columbia, San Francisco (drama).
 January 24.—Shubert, Boston, Mass. (drama).
 January 30.—Gaiety, St. Paul's, Minn. (vaudeville).
 January 31.—New, Cohoes (drama).
 February 31.—Casino, Washington (continuous vaudeville).
 February 10.—Tremont, New York (vaudeville).
 February 14.—New Crown, Manchester, N.H. (vaudeville and pictures).
 February 14.—New Portland, Portland, Me. (vaudeville).
 February 14.—The Trevett, Chicago (vaudeville).
 February 17.—The Tremont, New York.
 February 20.—Savoy, Wilkes Barre (continuous vaudeville).
 February 20.—New Orpheum (old Orpheum rebuilt), Leavenworth, Kan. (vaudeville).
 February 21.—New Majestic, Houston, Tex.
 March 16.—Haight Street Theatre, San Francisco (vaudeville).
 March 28.—Empress, Milwaukee, Wis. (vaudeville).
 April 8.—Chatterton Opera House, Bloomington, Ill.
 April 18.—New City, New York.
 April 13.—Nazimova, New York.

- May 3.—Starkey, N. Attleboro, Mass. (vaudeville and pictures).
 May 5.—Savoy, Boston (vaudeville and pictures).
 May 14.—New Brighton, Brighton Beach (vaudeville).
 May 16.—The Miles, Detroit, Mich. (vaudeville).
 May 29.—Empress, Kansas (vaudeville).
 July 8.—Lone Star, Lovelock, Nev. (vaudeville).
 July 18.—Avidome, Fort Dodge, Ia.
 August 15.—Avenue, Washington (vaudeville and pictures).
 August 22.—The Howard, Washington, D.C. (vaudeville).
 August 29.—New American Music Hall, Omaha (vaudeville).
 August.—New Plaza, Springfield, Mass. (vaudeville and pictures).
 August 29.—Court, Newark, N.J. (vaudeville and pictures).
 September 1.—Orpheum, Fairfield, Ia. (vaudeville).
 September 1.—Verdi, Chicago (vaudeville).
 September 1.—Iris, Globe, Aris (vaudeville and pictures).
 September 12.—Princess's, St. Louis.
 September 17.—Baker, Portland, Ore.
 September 19.—Pastime, Wichita, Kan. (vaudeville and pictures).
 September 19.—Princess's, Hot Springs, Ark. (vaudeville).
 September 24.—Nemo, New York (vaudeville and pictures).
 October 10.—Oxford, Brooklyn, New York (vaudeville).
 October 10.—Princess's, Ft. Worth, Tex. (vaudeville).
 October 10.—New Heilig, Portland, Ore. (drama).
 October 10.—New Willard, Chicago (vaudeville).
 October 12.—Sampson, Penn., Yan., N.Y. (drama).
 October 17.—National, New York.
 October 17.—Le Grand, Chicago (vaudeville).
 October 31.—Hamlin Avenue Theatre, Chicago.
 October 31.—Shubert Theatre, St. Louis (drama).
 October 31.—Shubert Theatre, Brooklyn.
 November 8.—New Opera House, Cookston, Minn.
 November 12.—Prospect Theatre, Bronx (vaudeville).
 November 17.—Princess, Youngstown, O. (vaudeville).
 November 21.—Nixon, West Philadelphia (vaudeville).
 November 23.—Majestic, Pittsfield, Mass. (drama).

THE PARIS STAGE.

PRINCIPAL PLAYS PRODUCED DURING THE YEAR 1910.

- AFFRANCHIS, LES**, comedy, in three acts, by Marie Lenérm—Odéon, December 10.
- A NOUS LES POULES!** spectacular revue, in three acts and seventeen tableaux, by P. L. Flers and Eugène Héros—Alcazar, June 19.
- ARLES, LES**, spectacular ballet, in four tableaux, by Chékri-Ganem and Madame Mariquite, music by Louis Ganne—Folies-Bergère, September 1.
- AMOUR DE RESA, L'**, Japanese drama, in two tableaux, by Robert d'Humières—Théâtre de l'Œuvre, November 18.
- ANGE GARDIEN, L'**, comedy, three acts, by André Picard—Antoine, January 18.
- ANTAR**, comedy, five acts, in verse, by M. Chékri-Ganem; music by Rimsky Korsakoff—Odéon, February 12.
- APPASSIONNATO**, comedy, one act, by M. de Féraudy—Grand-Guignol, June 4.
- AVENTURE IMPERIALE, UNE**, comedy, one act, by Maurice Hennequin and Serge Basset—Capucines, February 18.
- AVENTURIER, L'**, comedy, in four acts, by Alfred Capus—Porte St. Martin, November 4.
- BAGNES D'ENFANTS**, drama, four acts, by André de Lorde and Pierre Chaine, adapted from the novel by Edouard Quet—Ambigu, June 2.
- BARRICADE, LA**, comedy, four acts, by Paul Bourget—Vaudeville, January 7.
- BEAU LOTHARIO, LE**, comedy, one act, by Henry Caen—Grand-Guignol, June 4.
- BEFFA, LA**, Italian drama, in four acts, in verse, by Signor Benelli, with French adaptation by Jean Richepin—Sarah Bernhardt, March 2.
- BETE, LA**, a drama, in four acts, by Edmond Fleg—Antoine, April 4.
- BIEN DU MARI, LE**, comedy in one act, by Pierre Bossuet and Georges Légiise—Fémina, May 7.
- BIGRE!** revue, in two acts, by Rip—Fémina, May 21.
- BLEUS DE L'AMOUR, LES**, comedy in three acts, by Romain Coolus—Athenée, December 6.
- BOIS SACRE, LE**, comedy, in three acts, by Gaston A. de Caillavet and Robert de Flers—Variétés, March 22; revived the Variétés, October 3.
- BOIS SACRE, LE**, a pantomime, in two tableaux, by Edmond Rostand, with music by Reynaldo Hahn—Sarah Bernhardt, April 20.
- BRIDGE**, a comedy, in four acts, adapted by Pierre Berton from the novel by Cosmo Hamilton—Réjane, April 22.
- CARNAVAL**, pantomime-ballet, one act, by L. Bakst and M. Fokine, music by Robert Schumann—Grand Opera, June 4.
- CATALANE, LA**, new version of the three-act lyric drama, by Guilmera. Paul Ferrier, and Louis Tiercelin—Casino d'Enghien, August 6.
- CESAR BIROTTEAU**, drama in four acts and five tableaux, adapted from Balzac by Emile Fabre—Antoine, October 7.
- CAS DE CONSCIENCE, UN**, comedy, two acts, by Paul Bourget and Serge Basset—Comédie Française, July 4.
- CARNAVAL DES ENFANTS, LE**, comedy in three acts, by Saint Georges de Bonhelier—Des Arts, November 25.
- CHACUN SON TOUR**, comedy, one act, René Fabre—Petit, February 19.
- CHANTECEUR**, play in four acts, in verse, by Edmond Rostand—Porte St. Martin, February 7.
- CHATEAU DES LOUFAQUES, LE**, comedy burlesque, three acts, by Benjamin Rabier and Emile Herbel—Cluny, October 14.
- CIRCUIT DU LESTE, LE**, operette-revue, in two acts and seventeen tableaux, by P. L. Flers and Eugène Héros—Scala, September 16.
- CLOISON, LA**, comedy, one act, by Claude Gével—Michel, January 2.
- CHOU BLANC**, vaudeville, in three acts, by Grenet-Dancourt and R. Dieudonné—Nouveautés.
- COLONEL ROUCHONOT, LE**, vaudeville, in three acts, by Gustav Frison—Cluny, March 18.
- COMME ILS SONT TOUS**, comedy, in four acts, by Adolphe Aderer and Armand Ephraïm—Comédie-Française, September 9.
- CONSEQUENCE!** drama, one act, by Serge Bernstamm and M. Gilquin—Molière, February 15.
- CONQUETE D'ATHENES, LA**, drama, in verse, in four acts, by Albert du Bois—Théâtre Sarah-Bernhardt, October 11.
- COSTAND DES EPINETTES, LE**, a comedy, in three acts, by Tristan Bernard and Alfred Athis—Vaudeville, April 14.
- CORIOLAN**, an adaptation, in twenty-six scenes, by Paul Sonnés, of Shakespeare's play "Coriolanus"—Odéon, April 21.
- CRAMPON, LE**, comedy, two acts, by Robert Dieudonné—Nouveautés, June 1.
- DAME DU SECOND, LA**, comedy, in one act, by M. Zamacois—Michel, November 8.
- D'MOISELLE DU TABARIN, LA**, operette, in three acts, by Maurice Ordonneau, and André Alexandre, with music by Edmond Missa—Nouveau Théâtre du Château d'Eau, March 25.
- DEUX FOYERS, LES**, drama, four acts, by Gaston Auvard—Fémina, March 15.
- DORE SEURS**, comedy, in three acts, by Charles Simon—Mathurins, March 19.
- DOUTE, LE**, comedy, three acts, by Daniel Jourda—Comédie Royale, June 1.
- ENFANT DU MYSTERE, L'**, comedy, in three acts, by Alevy and Jouillot—Palais Royal, September 22.

- ENLEVEMENT DES SABINES, L', comedy, in three acts and four tableaux, by Jacques Lemaire and J. and L. Schöntan—Nouveautés, September 10.
- EPROUVETTE, L', vaudeville, three acts, by MM. Kéroul and Barré—Palais Royal, January 21.
- FEMME ET LE PANTIN, LA, drama, in four acts, by P. Louys and P. Frondaie—Théâtre Antoine, December 8.
- FEMME PASSA! UNE, play, three acts, Romain Cooilus—Renaissance, February 25.
- FEMME ET LA MASQUE, LA, comedy, three acts, Signor Ferri-Pisani—Molière, February 15.
- FETE CHEZ THERESE, LA, ballet, two acts, by Catulle Mendès, music, Reynaldho Hahn—Grand Opéra, February 16.
- FEU DU VOISIN, LE, comedy, in two acts, by F. de Croisset—Michel, November 8.
- FILLE A GUILLOTIN, LA, a revolutionary tragedy, in three acts, by Hector Fleischmann—Molière, April 16.
- FILLETTE, LA, comedy, in one act, by M. Novière—Théâtre de l'Œuvre, November 18.
- FLAGRANT DELIT, one-act play, by M. de Poncheville—Michel, January 21.
- FLAMME, LA, play, in three acts, by Dario Niccodemi—Réjane, February 28.
- FLEUR MERVEILLEUSE, LA, comedy, in four acts, by Miguel Zamacois—Comédie Française, May 23.
- FORET, LA, musical legend, two acts, by Laurent Tailhade; music, Augustin Savard—Grand Opéra, February 16.
- FUGITIVE, LA, comedy, in four acts, by André Picard—Gymnase, December 13.
- GABY, comedy, in three acts, by Georges Thurner—Bouffes Parisiens, February 11.
- GRAND CERF, LE, comedy, one act, by Maxime Vermont—Capucines, February 18.
- GRAND ECART, LE, comedy, three acts, by MM. Jacoby and Lippschitz, adapted by M. Mouézy-Eon—Déjazet, October 19.
- HALLEY . . . BONNE! a revue, by Michel Carré—Michel, June 2.
- HANS LE JOUEUR DE FLUTE, comic opera, by Louis Ganne, with libretto by Maurice Vaucaire and Georges Mitchell—Apollo, May 31.
- HEURE SINCERE, L', play, in four acts, by Louis Léon Martin—Fémina, May 7.
- HEUREUSEMENT, comedy, one act, by René Kerdyk—Fémina, March 15.
- HOMME A DEUX TETES, L', spectacular play, in four acts and twenty-four tableaux, by Louis Forest—Châtelet, February 1.
- HOMME MYSTERIEUX, L', drama, three acts, by Alfred Benet and André de Lorde—Théâtre Sarah Bernhardt, November 3.
- HOUPPELANDE, LA, play, in one act, in prose, by Didier Gold—Marigny, September 1.
- IMPOSSIBLE, L', comedy, one act, by J. Frappa—Michel, November 8.
- IMPREVU, L', comedy, two acts, by Victor Margueritte—Comédie-Française, February 21.
- JACQUES ABRAN, drama, in three acts, by Antoine Bibesco—Réjane, May 24.
- JEUNE HOMME CANDIDE, LE, comedy, two acts, by Pierre Mortier—Bouffes-Parisiens, March 17.
- JEUX SONT FAITS, LES, comedy, one act, by Yves Murande and Guillaume Wolff—Michel, June 2.
- JULES, OU LE MARIAGE INESPERE, comedy one act, by Alfred Gragnon—Michel, June 2.
- LECON D'ESPRIT, LA; OU LES MARIS ECHANGES, comedy, two acts, by Maurice Allou—Fémina, May 7.
- LEGION ETRANGERE, LA, drama, five acts, by MM. Le Rodde and Alévy-Moncez, February 12.
- LEONE, lyric drama, in four acts, adapted from the novel of Emmanuel Arène by Georges Montorgnelli; with music by Samuel Rousseau—Opéra Comique, March 7.
- LILY CLOWN, comedy, one act, by Didier Gold—Michel, June 2.
- LIMITES DU CŒUR, LES, comedy, one act, by André Beaunier—Comédie Française, June 13.
- LOUPIOTE, LA, drama, in five acts and nine tableaux, by M. A. Bernède, adapted from a novel by A. Bruant—Molière, March 4.
- MACBETH, lyric drama, in three acts, adapted for the operatic stage by Edmond Fleg from Shakespeare, music by Ernest Bloch—Opéra Comique, December 1.
- MADemoiselle Aurore, comedy, in three acts, by Maurice Champagne—Grévin, May 15.
- MADemoiselle DON JUAN, comic opera, two acts, by Antoine Yvan; music, M. Hirschmann—Grévin, January 26.
- MADemoiselle MOLIERE, drama, in four acts in verse, by Louis Leloir and Gabriel Nigond—Odéon, May 10.
- MAIS Y'OU! spectacular revue in two acts and fifteen tableaux, by Henry de Gorsse and Georges Nanteuil, with music arranged by Henri José—Cigale.
- MAITRE PRINTEMPS, lyric farce, in one act, by Félix Candéra—Des Arts, May 24.
- MARIAGE D'ANGELIQUE, LE, comedy, two acts, by Françoise Ponsard—Comédie Française, January 13.
- MARIAGE DE TELEMAQUE, LE, lyric comedy in five acts and six tableaux, by Jules Lemaitre and Maurice Donnay; music by Claude Terrasse—Opéra Comique, May 4.
- MARIUS VAINCUR, tragedy, in three acts, by Alfred Mortier—Des Arts, May 24.
- MARCHAND DE BONHEUR, LE, comedy, three acts, by Henry Kistemackers—Vaudeville, October 15.
- MARIONNETTES, LES, comedy, four acts, by Pierre Wolf—Comédie Française, October 26.
- MEILLEUR MOYEN, LE, comedy, three acts, by François de Nion and Georges de Buyseux—Michel, October 13.
- METS-Y UN CADENAS! revue, by Hugues Delorme and Jean Deyrmon—Gaité Rochecouart, March 26.
- MALBROUK S'EN VA-T-EN GUERRE! operette in three acts, by Maurice Vaucaire and A. Nessi, with music by Leoncavallo—Apollo, November 16.
- MAUVAIS GRAIN, LE, rustic tragedy, in one act, by Maurice de Faramond—Théâtre de l'Œuvre, November 18.
- MILLION, LE, comedy vaudeville in five acts, by Georges Berr and Marcel Guillemand—Palais-Royal, October.
- MON AMI TEDDY, a comedy, in three acts, by André Rivoire and Lucien Besnard—Renaissance, April 29; revived November 4.
- MONTMARTRE, comedy, in four acts, by Pierre Frondaie—Vaudeville, November 24.
- NOBLESSE OBLIGE, comedy, three acts, by Maurice Hennequin and Pierre Veber—Nouveautés, January 6.

- NOCES DE PANURGE, LES, play, in five acts and six tableaux, by MM. Eugène and Edouard Adenis—Théâtre Sarah Bernhardt, December 21.
- NUEES, LES, comedy, three acts, by Maurice Pufo—Des Arts, June 17.
- OFFENSEE, L', drama, four acts, by Etienne Garnier—Petit, February 19.
- ON NE BADINE PAS AVEC L'AMOUR, lyric comedy, in three acts, in verse, adapted by Louis Leloir and Gabriel Nigond from Alfred de Musset, with music by Gabriel Pierné—Opéra Comique, May 30.
- ON PURGE BEBE, play, in one act, by Georges Feydeau—Nouveautés, April 12.
- PAR POLITESSE, comedy, in one act, by Francis de Croisset—Théâtre-Michel, December 24.
- PECHE DE MARTHE, LE, drama, five acts and seven tableaux, adapted by Emile Rochard, from the novel by Paul Bernay—Ambigu, February 26.
- PEINTRE EXIGEANT, LA, comedy, one act, by Tristan Bernard—Comédie Française, February 21.
- PETITES FEMMES, comedy, one act, by Serge Bassett—Michel, January 21.
- PETIT DIEUX, LE, comedy, in four acts, by Louis Artus—Athénée, October 8.
- PHENIX, LE, a comedy, in three acts, by Raphaël Valabrègue—Nouveautés, April 12.
- PIGEONNETTES, LES, comedy, in three acts, by Leon Gandillot and Alphonse de Beil—Déjazet, December 9.
- PLUS BEAUX JOURS, LES, adapted from the Italian play of Signor Traversi, by Mlle. Darceune—Odéon, October 19.
- PORTE CLOSE, LA, drama, two acts, by A. Francheville—Grand Guignol, June 4.
- PROSTITUEE, a drama, in five acts and seven tableaux, adapted by M. Desfontaines from the novel of the same name by Victor Marguerite—Ambigu, April 7.
- PROTECTEUR, LE, play, in one act, by André Picard—Réjane, February 28.
- QUAND L'AMOUR VOYAGE, comedy, one act, by Octave Bernard—Molière, February 15.
- QUELLE AVERSE! revue, in two acts, by Jean Deymon—Scala, July 2.
- REPORTAGE DE M. PLOUF, LE, comedy, one act, by Henry de Brisay and Henry Vernot—Ambigu, July 8.
- REVUE DES FOLIES BERGERE, LE, revue in forty-six tableaux, by Paul Fiers and Eugène Héros—Folies Bergère, December 3.
- REVUE DE LA SCALA, LA, revue, in two acts and eight tableaux, by André Barde and Michael Carré—Scala, January 15.
- REVE DE VALSE, operette, in three acts, by Léon Xaurof and Jules Chancel, with music by Oscar Strauss—Apollo, March 3.
- RUBICON, LA, comedy, three acts—Michel, January 21, transferred on account of the floods to the Variétés on February 5.
- ROMEO ET JULIETTE, adapted from Shakespeare's play by Louis de Gramont—Odéon, December 22.
- SALOME, opera, the poem by Oscar Wilde and music by Richard Strauss—Grand Opéra, May 6.
- SALOME, a lyric tragedy, in one act, poem by Oscar Wilde, with music by M. A. Mariotte—Gaité, April 22.
- SAUF VOT' RESPECT', a revue, in two acts, by MM. Rip and Jacques Bousquet—Capucines, October 9.
- SHEHERAZADE, ballet, one act, by L. Bakot, music by Rimsky-Korsakov—Grand Opéra, June 4.
- SI J'ETAIS ROI, comic opera, in three acts and four tableaux, by MM. d'Ennery and Bréslil, with music by A. Adam—Des Arts, March 16.
- SOIR, UN, comedy, three acts, by Gabriel Trarieux—Odéon, October 19.
- SON AUTEUR, play, in one act, by Landay and Valdier—Bouffes-Parisiens, February 11.
- SONATE A KREUTZER, LA, drama, four acts, by Fernand Nozière and Alfred Savoir—Fémina, January 21; Réjane, April 7.
- SONGE D'UN SOIR D'AMOUR, LE, a poem, in one act, by Henry Bataille—Comédie-Française, April 26.
- SONGE D'UNE NUIT D'ETE, LE (Shakespeare's "Midsummer Night's Dream"), comic opera, in three acts, by Ravier and Lewen, with music by Ambrose Thomas—Trianon-Lyrique, March 25.
- TAIS TOI, MON CŒUR! a comedy, in three acts, by Hennequin and P. Veber—Palais-Royal, April 6.
- TOUR DE BABEL, LE, revue, in one act, by Michel Carré and André Barde—Marigny, September 1.
- TRAIN DU 8 H. 47, LE, military play, in three acts and seven tableaux, adapted by Leo Marchés from a novel by Georges Courteline—Ambigu, November 18.
- V'LA IA COMETE, revue, two acts, by Michel Carré—Capucines, February 18.
- VIDOCQ, EMPEREUR DES POLICIERS, drama, in five acts and seven tableaux, by Emile Bergerat—Sarah Bernhardt, May 15.
- VIERGE POLLE, LA, drama, four acts, Henry Bataille—Gymnase, February 25.
- VILLE DU SOLEIL, LA, a lyric tragedy, by Maurice Magre, with music by André Gailhard. Originally performed in 1909 in the arena at Béziers—Grand Opéra, April 3.
- VITRIOLE, drama, one act, by Pierre Montrel—Grand-Guignol, June 4.
- VOILE DU BONHEUR, LE, comedy, in two acts, by Georges Clémenceau—Porte-Saint Martin, December 8.
- XANTHO CHEZ LES COURTISANES, drama, in three acts, by Jacques Richepin—Bouffes-Parisiens, March 17, revived November 5.
- YEUX QUI CHANGENT, LES, a drama, in four acts, by MM. V. Cyril and Maurice Froyez—Des Arts, April 10.
- ZEBRE, LE, comedy, in three acts, by MM. Armont and Nancey, Nouveautés, December 4.
- 1812, drama, four acts, in verse, by Gabriel Nigond—Antoine, March 1.

GERMAN STAGE.

ALPHABETICAL LIST OF PRINCIPAL GERMAN PLAYS PRODUCED FOR THE FIRST TIME IN GERMANY, AUSTRIA, BOHEMIA, AND SWITZERLAND DURING THE YEAR 1910.

- ABTRÜNNIGE, DER (The Apostate), drama, in three acts, by Hans Eschelbach—Stadttheater, Bonn, February 21.
- AHASVER, musical drama, in one act, after Hermann Heijermans, by Paul Raché, music by Fritz Ritter—Volksoper, Berlin, February 9.
- ALKOHOL, drama, in four acts, by Arthur Dobsky—Residenz Theater, Stuttgart, October 7.
- ALTE PAVILLON, DER (The Old Pavilion), drama, in four acts, by Gustav Wied—Court Theater, Dresden, October 15.
- ALTER, DAS (The Age), drama, in three acts, by Felix Josky—Neues Theater, Berlin, September 24.
- ALROY, musical drama, in four acts, after Lord Beaconsfield, by P. P. Grünfeld and Otto Neitzel—Stadttheater, Elberfeld, February 17.
- AM TAGE DER GOLDENEN HOCHZEIT (On the Day of the Golden Wedding), tragedy, in three acts, by C. Eisel-Kilburger (Frau Victor Blüthgen)—Stadttheater, Schweidnitz, January 6.
- AMORE E PERDIZIONE (Love and Perdition), opera, in three acts, by Joao Arroyo, libretto by Francisco Braga—Stadttheater, Hamburg, January 26.
- ANATOL, a series of five comedies, in one act each, entitled respectively: Die Frage an das Schicksal (The Question to Fate), Weihnachtseinkauf (Christmas Purchase), Abschiedssouper (Farewell Supper), Episode, and Hochzeitsmorgen (Wedding Morn), by Arthur Schnitzler—Lessing Theater, Berlin, December 3.
- ARZT, DER (The Physician), comedy, in three acts, by Hermann Frisch—Stadttheater, Marburg, January 15.
- AUF HOHENEROLDSECK, historical drama, in four acts, by Alfred Siefert and Karl Martini—Stadttheater, Lahr, February 18.
- BAD-REISE, DIE (The Holiday Trip), comedy, in three acts, and a prologue, by Walter Negbauer—Stadttheater, Eisenach, February 8.
- BANDIETRICH, opera, in three acts, by Siegfried Wagner—Court Theater, Karlsruhe, January 23.
- BEIDEN E, DIE (The two E's), operetta, in three acts, by Fedor Freund and Erich Urban, music by Siegfried Schulz—Neues Operetten-Theater, Leipzig, May 4.
- BERLIN GEHT ZU BETT (Berlin Retires to Bed), musical comedy, in four acts, by Ernst Ritterfeldt, music by Robert Leonhardt—Luisen-Theater Berlin, October 27.
- BESTE DER FRAUEN, DIE (The Best of Wives), comedy, in three acts, by MM. Hennequin and Bilhaud, translated by Rudolf Presber—Modernes Theater, Berlin, October 1.
- BILD ZU SAIS, DAS (The Image at Sais), tragedy, in five acts, by Adolf Wilbrandt—Stadttheater, Rostock, September 24.
- BITTERE FLITTERWOCHEN (A Bitter Honey-moon), comedy, in three acts, by Albert Kövessy and Dr. O. F. Eirich—Stadttheater, Mährisch-Ostrau, March 28.
- BLANCO POSNETS ERWECKUNG (The Awakening of Blanco Posnet), comedy, in one act, by G. B. Shaw, translated by Siegfried Trebitsch—Neues Deutsches Theater, Prague, March 2.
- BLAUER DUNST (Tobacco Smoke), comedy, in five acts by Adolf Paul—Thalia Theater, Hamburg, September 15.
- BRANDUNG (Breakers), drama, in five acts, by Wilhelm Eichbaum-Lange—Residenz-Theater, Stuttgart, February 17.
- BRAVO! DA CAPO! Review, in five tableaux, by Max Reichardt, music by R. Thiele—Walhalla Theater, Berlin, October 1.
- BUSSE (Penitence), drama, in one act; Erlösung (Redemption), drama, in three acts, by E. J. Rodemann—Royal Academy Theatre, Berlin, January 15.
- CESAR BORGIA, tragedy, in five acts, by Victor Hahn—Deutsches Schauspielhaus, Hamburg, Februar 23.
- CHANTECLER, grotesque comedy, in three tableaux by Hugo Busse—Court Theater, Stuttgart, April 9.
- DEMETRIOS, tragedy, in five acts, by Paul Ernst—Court Theater, Weimar, March 5.
- DIAMANTEN (Diamonds), drama, in four acts, by Arthur Gutheil-Hardt—Schauspielhaus, Bremen, October 25.
- DIRNENBLUT (The Strumpet), character sketch, in one act, by Baron von Drechsler—Intimes Theater, Vienna, January 9. See also: Sie ist eine Ausnahme, Maison Risollette, and Hotelabenteurer.
- DORFKOMTESSE, DIE (The Village Countess), operetta, in three acts, by A. S. Pordes, Milo and Erich Urban, music by R. Danziger—Thalia Theater, Berlin, March 28.
- DOROTHY'S RETTUNG (Builder of Bridges), drama, in four acts, by Alfred Sutro, translated by Karl Johannes Schwarz—Thalia Theater, Hamburg, January 20.
- DORFFPRINZ, DER (The Village Prince), comic opera, in three acts by Hans Thierfelder—Stadttheater, Görlitz, February 13.

- DRACHENBURG, DIE, play, in three acts, by Marie Thiede, Paris—Kurttheater, Wernigerode, July 19.
- DREI KLINGELZÜGE, DIE (The Three Bell-pulls), comedy, in three acts by Ernst Albert—Stadttheater, Lübeck, October 26.
- DREI SIEGE (Three Victories), historical drama, in three acts, by Leopold Adler—Court Theatre, Gera, November 10.
- DUMME GESCHICHTE, EINE (A Silly Story), drama, in four acts, by Auer-Waldhorn—Stadttheater, Eisenach, March 19.
- DUMMKOPF, DER (The Blockhead), comedy, in five acts, by Ludwig Fulda—Schillertheater, Berlin, October 8.
- EINHEIRAT (Intermarriage), comedy, in three acts, by Alexander Engel and Julius Horst—Bürgertheater, Vienna, April 10.
- EINQUARTIERUNG (Quartered Troops), drama, in four acts, by F. Dockhorn—Volks theater, Nürnberg, January 26.
- ERBLICH BELASTET (Encumbered by Heredity), comedy, in three acts, by Georg Robert—Stadttheater, Eisenach, January 30.
- ERBTANTE, DIE (The Rich Aunt), comedy, in three acts, by Ernst Albert—Neues Stadttheater, Lübeck, April 6.
- ERLÖSUNG (Redemption), drama, in three acts; Büsse (Penitence), drama, in one act, by C. J. Rodemann—Royal Academy Theatre, Berlin, January 15.
- ERSTE STREIT, DER (The First Quarrel), operetta, in three acts, by Joseph R. Hackl—Interimstheater, Reval, February 26.
- FÄHNRICH IM KLOSTER, DER (The Ensign in the Convent), drama, in three acts, by C. Alving, Luisen theater, Berlin, October 7.
- FALL STEIN, DER (The Stein Case), drama, in three acts, by Olga Wohlbrück, Kurttheater, Bad Liebenstein, August 12.
- FALSCHSPIELER (Card Sharps), drama, in four acts, by Karl Schüler—Stadttheater, Rostock, October 31.
- FEHLTRIT, EIN (A faux pas), drama, in four acts, by Tom Freiherr von Podewils—Sommertheater, Neu-Ulm, August 9.
- FEINDLICHE SEELEN (Inimical Souls), drama, in four acts, by Paul Hyacinthe Loyson, translated by Dr. Karl Federn—Schauspielhaus, Düsseldorf, March 14.
- FRANCESCA, tragedy, in five acts, by Gustav Renner—Court Theater, Stuttgart, October 21.
- FRASQUITA, opera, in three acts, by Mirsch-Riccius—Stadttheater, Memel, January 28.
- G. m. b. H. TENOR, DER (The Tenor, Ltd.), comedy, in four acts, by Arthur Lippshütz—Stadttheater, Magdeburg, March 5.
- GEHORSAM (Obedience), drama, in three acts, by Armin Petersen—Court Theater, Gera, October 22.
- GELÖBNIS, DAS (The Vow), musical drama, in two acts, by Richard Voss, music by Cornélie van Oosterzee—Court Theater, Weimar, May 1.
- GELUBDE (The Vow), drama, in four acts, by H. von Mosengel—Stadttheater, Naumburg, June 29.
- GLÄSERNE MAGISTER, DER (The Brittle Teacher), drama, in four acts, by Friedrich Adler—Kgl. Deutsches Landestheater, Prague, January 7.
- GRAF, DER (The Count), comedy, in three acts, by Felix Heilbut—Stadttheater, Nordhausen, March 17.
- GROSSE SCHLUCHT (The Great Chasm), drama, in three acts, by Hans Waldau—Stadttheater, Eisenach, March 4.
- HEIMKEHR (Return Home), drama, in two acts, by C. Eisel-Kilburger (Frau Victor Blüthgen)—Stadttheater, Schweidnitz, January 6.
- HEITHERETHEI, comic opera, in three acts, after Otto Ludwig by Emil Vanderstetten, music by Wilhelm Reich—Stadttheater, Essen, March 3.
- HERBSTKOBOLD (Autumn Sprite), comedy, in four acts, by Dr. Wolfgang Madjera—Bürgertheater, Vienna, September 14.
- HERR VON No. 19, DER (The Gentleman from No. 19), comedy, in three acts, by Kéroul and Barré—Lustspielhaus, Düsseldorf, November 12.
- HERZOG VON REICHSTADT, DER (The Duke of Reichstadt), tragedy, in five acts, by Hans Franck—Court Theater, Stuttgart, October 6.
- HERZOG VON WELLINGTON, DER (The Duke of Wellington), operetta, in three acts, by Willy Pipping—Stadttheater, Reichenberg, April 11.
- HILDE HERBIG, drama, in three acts, by Heinz Gordon—Central Theater, Dresden, February 23.
- HOTELABENTEUER, EIN (An Hotel Adventure), farce, in one act, by Julius Horst—Intimes Theater, Vienna, January 9. See also: Dirnenblut, Sie ist eine Ausnahme, and Maison Risolette.
- IM BURGWINKEL (In the Castle Nook), drama, in three acts, by Ludwig Rohmann—Court Theater, Weimar, April 2.
- IM DALLES (Half-seas Over), comedy, in three acts, by Max Moeller—Stadttheater, Kottbus, February 2.
- IM MAIEN (In May-time), drama, in three acts, by Otto Duwe—Stadttheater, Libau, January 22.
- IM PARADISE MAHOMETS (In Mahomed's Paradise), operetta, in three acts, by Henri Blondeau, German libretto by C. A. Raida, music by Robert Planquette, Stadttheater, Dortmund, February 8.
- INNERE BERUF, DER (The Inner Calling), play, in three acts, by Carl Schönfeld—Stadttheater, Göttingen, February 18.
- JEANNE, drama, in three acts, by Christel Sandrock—Royal Theatre, Bad Kissingen, June 27.
- JOACHIM VON BRANDT, comedy, in four acts, by Moritz Heimann—Kleines Theater, Berlin, November 17.
- JOHANNESNACHT (Night of St. John), opera, in three acts, by Edgar Vogel—Court Theater, Detmold, January 9.
- JÖRG FALK, drama, in five acts, by Joseph Bendel, Stadttheater, Salzburg, February 17.
- JUDAS ISCHARIOT, tragedy, in three acts, by Dr. Hugo Krauss, incidental music by Fritz Müller-Preue—Stadttheater, Magdeburg, March 17.
- KASERNENLUFT (Within Barracks), drama, in four acts, by Söhngen and Stein—Stadttheater, Barmen, January 25.
- KEUSCHE SUSANNE, DIE (Chaste Susannah), operetta, in three acts, by G. Okonowsky, music by Jean Gilbert—Wilhelm Theater, Magdeburg, February 26.
- KLEINE FOUCHARD, DER (Little Fouchard), comedy, in three acts, by Ch. Raymond and A. Sylvane, German by H. Wolff-Jacoby—Residentztheater, Frankfurt-on-Main, February 27.
- KLEINE GESCHICHTE, EINE (A Short Story), comedy, in three acts, by Frau Agnes Lang-Ratthey—Diessen am Ammersee, August 15.

- KOMMERZIENRATS, tragedy, in four acts, by Hermann Buchholz—Stadttheater, Guben, March 19.
- KÖNIG VON SAMARKAND, DER (The King of Samarcand), fairy opera, in three acts, by Franz Mikorey—Court Theatre, Dessau, March 27.
- KRAMPUŠ, DER (The Curmudgeon), comedy, in three acts, by Hermann Bahr—Schauspielhaus, Berlin, October 15.
- KRANZE (Wreaths), comedy, in three acts, by Alfred Fröhlich—Neues Kurtheater, Frankhausen, August 19.
- KRONE IM RHEIN, DIE (The Crown in the Rhine), fairy play, in five acts, by Alfred Jockel—Stadttheater, Jena, March 4.
- LANDARZT, DER (The Country Doctor), drama, in four acts, by Friedrich Drexler—Intimes Theater, Vienna, February 13.
- LANDTAGSWAHL (Election to the Diet), comedy, in three acts, by Leo Walter Stein—Kurtheater, Friedrichrova, August 21.
- LEANDER IM FRACK (Leander in Evening Dress), comedy, in three acts, by Wilhelm Wolters—Stadttheater, Hamburg, March 20.
- LETZE JONAS, DER (The Last Jonah), operetta, in three acts, by W. Ascher and Rob. Pohl, music by Rudolf Dellinger—Residenztheater, Dresden, April 2.
- LETZTE POSTILLON VON TEGERNSEE, DER, drama, in three acts, by Karl Frey—Lustspielhaus, Munich, November 5.
- LETZTE TAG, DER (The Last Day), tragedy, in five acts, by Ernst Söhngen—Stadttheater, Barmen, November 11.
- LETZTEN SECHS WOCHEN, DIE (The Last Six Weeks), military drama, in three acts, by Leo Jungmann—Thalia Theater, Bremen, January 31.
- LEUTNANT DER RESERVE, DER, (The Lieutenant of Reserve), comedy, in three acts, by Max Neal and Franz Wolff—Stadttheater, Magdeburg, March 12.
- LIEBELEI (Light o' Love), opera, in three acts, after Arthur Schnitzler's play, music by K. Neumann—Stadttheater, Frankfurt-on-Main, September 18.
- LIEBESTRANK, DER (The Love Philtre), comedy, in three acts, by Frank Wedekind—Kleines Theater, Berlin, October 6.
- LUSTIGEN AVIATIKER, DIE (The Merry Aeronauts), comedy, in three acts, by Paul Gernsdorf—Stadttheater, Döbeln, January 11.
- LÖWE, DER (The Lion), drama, in four acts, by Walter Bloem—Court Theater, Meiningen, October 16.
- MAHADEVA, mystery play, in three acts and a prologue, by Felix Gotthelf—Stadttheater, Düsseldorf, March 7.
- MAISON RISOLETTE, farce, in one act, by Julius Brammer and Alfred Grünwald—Intimes Theater, Vienna, January 9. See also: Dirnenblut, Sie ist eine Ausnahme, and Hotelabenteurer.
- MANN EINER KÜNSTLERIN, DER (An Artist's Husband), drama, in one act, by Ferry Körner—Krystallpalast Theater, Leipzig, July 17.
- MARINA, drama, in five acts, by Justus Wolfram Schotelius—Sommertheater, Hamelin, August 24.
- MEJRIMA, drama, in three acts, by Robert Michel—Kgl. Deutsches Landestheater, Prague, January 24.
- MENSCH SEIN (To Be Human), drama, in four acts, by Louis Engelbrecht, Court Theater, Dessau, March 10.
- MESSINA, melodrama, in four acts by Adolf Krammer—Stadttheater, Neisse, January 24.
- MILITÄRFALTER, DER (The Soldier-Butterfly), operetta, in three acts, by Hans Martin, music by Leopold Hassenkamp—Stadttheater, Münster, April 10.
- MOLOCH, DER (Moloch), tragedy, in three acts, by Leo G. Birinski—Neue Wiener Bühne, Vienna, January 21.
- "MORGEN WIEDER LUSTIG" (To-morrow Merry Again), operetta, in three acts, by Wilhelm Jacoby, music by Heinz Lewin—Municipal Theater, Cottbus, October 23.
- MORMONE, DER (The Mormon), comedy, in three acts, by Ottokar H. Stocklasser—Stadttheater, Iglau, January 10.
- NARRENLIEBE (Love of Fools), drama, in five acts, by Ernst Ritter von Dombrowski—Stadttheater, Graz, January 17.
- NEUE ZEIT, DIE (The New Time), comedy, in four acts, by Albert Paul—Court Theater, Meiningen, January 11.
- O HEILIGE CECILIE (O St. Cecilia), comedy, in four acts, by Hellmuth Mielke and Gustav Ollendorf—Residenztheater, Wiesbaden, February 26.
- OBERRAMMERGAU, musical comedy, in three acts, by Christian Flüggen and Max Bär—Volkstheater, Munich, June 27.
- PERLE DER ANTILLEN, DIE, comedy, in four acts, by Arno Holz and Oskar Jerschke—Neues Theater, Halle, January 30.
- PHILOSOPH VON SANSOUÏ, DER (The Philosopher of Sanssouci), drama, in four acts, by Frithjof Holm—Neues Theater, Berlin, January 28.
- PLATOS SCHÜLER, (Plato's Disciple), comedy, in four acts, by Hans L'Arronge and Walter Turszinsky—Thalia Theater, Hamburg, October 20.
- PRINZ GOLDHAAR UND DIE GÄNSEHIRTIN (Prince Goldenlocks and the Goosemaiden), fairy play, in three acts, after Grimm, by Anna Rohner, music by Hans Telmoli—Stadttheater, Zurich, December 23.
- PRINZEISSIN ILSE VON LISENSTEIN, drama, in three acts, by Hermann Kreling, incidental music by Karl Reise—Sommertheater, Nordhausen, August 24.
- PUPPENMÄDEL, DAS (The Dolly Girl), musical comedy, in three acts by Leo Fall—Theater des Westens, Berlin, November 26.
- RECHT DER FRAU, DAS (Woman's Rights), drama, in four acts, by James Katzenstein—Schiller Theater, Hamburg-Altona, October 26.
- REHABILITIRT (Rehabilitated), drama, in four acts, by Ed. Ostermuth—Stadttheater, Budweis, March 15.
- RIKE VOM ZIPPELHAUS, comedy, in three acts, by Fr. Mielk and Chr. Bischoff—Ernst Drucker Theater, Hamburg, September 1.
- ROTE ROSEN (Red Roses), drama, in five acts, by Ada Von Liliencron—Stadttheater, Posen, January 27.
- SAUL, tragedy (fragment), by Joseph Kainz—Hofburgtheater, Vienna, October 23.
- SCHACH-MATT (Check-mate), drama, in four acts, by Karl Matherm—Intimes Theater Frankfurt-on-Main, February 21.
- SCHAUSPIELER DES KAISERS, DIE (The Emperor's Actors), drama, in three acts, by Karl Wartenberg—Neues Theater, Berlin, October 29.
- SCHERZO, dance-poem, in three acts, by MM. Hartmann and Huber—Kammerspiele, Berlin, November 4.

- SCHLEIER DER PIERETTE, DER (Pierrette's Veil), comic opera, in three acts, by Arthur Schnitzler, music by Ernst von Dohnanyi—Royal Opera, Dresden, January 22.
- SCHÖNE RISETTE, DIE (Beauteous Risette), musical comedy, in three acts, by Leo Fall—Theater an der Wien, Vienna, November 26.
- SCHUSTER UND DIE ZAUBERSTIEFEL, DER (The Shoemaker and the Fairy Boots), fairy play, in five acts, by Adalbert Kriwatz—Stadttheater, Münster in Westphalia, January 22.
- SCHWARZE TOD, DER (The Black Death), drama, in eight tableaux, by Hans Hilmer—Stadttheater, Neunkirchen, March 20.
- SIE IST EINE AUSNAHME (She is an Exception), farce, in one act, by Adolf Glass—Intimes Theater, Vienna, January 9. See also: Dirnenblut, Maison Risolette, and Hotel-abenteuer.
- SOMMERSPUK (Midsummer Ghosts), comedy, in four acts, by Kurt Kändler—Thaliatheater, Hamburg, October 6.
- SPIELE IHRER EXZELLENZ, DIE (Her Excellency's Games), play, in three acts, by Zoe Jaekels and Rudolf Strauss—Bürgertheater, Vienna, March 26.
- SPION, DER (The Spy), opera, in four acts, by Rudolf Brenner and Paul Koch, music by Rudolf Brenner—Stadttheater, Krefeld, February 20.
- SPRUNGBRETT, DAS (The Jumping Board), comedy, in three acts, by P. Mauray—Stadttheater, Mährisch-Ostrau, January 8.
- STADT AM MEER, DIE (The City on the Sea), drama, in four acts, by P. A. Rosenberg and Mathilde Mann—Stadttheater, Eisenach, February 4.
- STAMMHALTER, DER (The Heir Apparent), comedy, in three acts, by Karl Frey—Apollotheater, Nürnberg, November 5.
- STIER VON OLIVERA, DER, drama, in three acts, by Heinrich Lilienfein—Neues Theater, Berlin, October 14.
- STUDENTSCHWESTER, DIE (The Student Sister), drama, in five acts and a prologue, by Ferdinand Matras—Neues Deutsches Theater, Prague, April 11.
- TALISMAN, DER (The Talisman), opera, in four acts, by Mrs. Adela Maddison—Opera House, Leipzig, December 3.
- TÜRICHTE JUNGFAU, DIE (The Foolish Virgin), drama, in four acts, after Henry Bataille's *La Vierge Folle*—Schauspielhaus, Frankfurt-on-Main, October 15.
- TREUE (Fidelity), drama, in five acts, by Ossip Dymow—Residenzbühne, Vienna, October 14.
- TRUDE'S TAGEBUCH (Gertrude's Diary), comedy, in three acts, by Jacques Burg and Otto Hoburg—Kurtheater, Heligoland, August 23.
- ÜBER UNSERE KRAFT (Beyond Our Strength), drama, in four acts, by Björnsterne Björnson—Neues Schauspielhaus and Neues Volkstheater, Berlin, October 1.
- UNSTERBLICHE LUMP, DER (The Immortal Scamp), comedy, in three acts, by Felix Dörmann, music by Eissler—Bürgertheater, Vienna, October 15.
- VA BANQUE; drama, in three acts, by Edward Stilgebauer—Sommertheater, Offenbach, April 9.
- VENETIANISCHE KOMÖDIE, EINE (A Venetian Comedy), comedy, in four acts, by Per Hallström—Court Theater, Brunswick, March 10.
- VERBOTENE BRAUT, DIE (The Forbidden Bride), operetta, in three acts, by G. W. E. Schlach, music by K. F. Adolff—Wilhelm Theater, Magdeburg, October 8.
- VERGELTUNG (Retribution), drama, in three acts, by Walter Bloem—Schauspielhaus, Leipzig, March 28.
- VERGIB UNS UNSERE SCHULD (Forgive Us Our Trespasses), drama, in four acts, by Robert Glücksmann—Stadttheater, Bern, February 28.
- VERGNÜGTE KINDERTAUFE, EINE (A Merry Christening), comedy, in four acts, by Richard Heising—Luisentheater, Berlin, January 1.
- VITTORIA ACCORAMBONA, tragedy, in five acts, by Connt Salburg-Falkenstein, Stadttheater, Mährisch-Ostrau, January 8.
- VLÄMISCHE VESPER, DIE historic drama, in five acts, by Willy Weidemeyer—Tivoli-theater, Insterburg, August 26.
- VORURTHEILE (Prejudices), drama, in three acts, by Edward Eugen Ritter—Kurtheater, Friedrichroda, August 16.
- WAS GOTT ZUSAMMENFÜGT . . . (Whom God Has Joined . . .), drama, in five acts, Ernst Ritterfeldt—Luisentheater, Berlin, February 23.
- WEIB DES VOLLENDETEN, DAS (The Wife of the Perfect), drama, in three acts and a prologue, by Karl Gjellerup—Court Theater, Stuttgart, September 3.
- WELTWEENDE (The Turn of the World), drama, in three acts, by Johannes Wiegand—Court Theater, Meiningen, January 25.
- WENN DIE SONNE UNTERGEHT (When the Sun Sets), drama, in three acts, by Franz Arno Miles—Stadttheater, Colmar, January 18.
- WESPE, DIE (The Wasp), comedy, in three acts, from the French, La Gueûpe, by André Picard—Neue Wiener Bühne, Vienna, April 14.
- WIBEN PETER, drama, in five acts, by Robert Walter Frey—Neues Theater, Hamburg, February 3.
- WIEDERSEHEN (Reunion), drama, in three acts, by B. Krennitzer—Kurtheater, Bad Kösen, August 25.
- WIE GERDA PRINZESSIN WURDE (How Gerda Became Princess), fairy play, in five acts, by Rev. Emil Felden—Thaliatheater, Bremen, December 21.
- ZEITUNGSAUSSCHNITTE (Press Cuttings), comedy, in one act, by G. B. Shaw, translated by Siegfried Trebitsch—Schauspielhaus, Düsseldorf, March 4.
- ZERRISSENE, DER (The Tattered Amalgon), farcical comedy, in four acts, by Johann Nestroy—Neues Schauspielhaus, Berlin, December 3.
- ZWEI GESELLEN, DIE (The Two 'Prentices), romantic drama, in five acts, by Karl Rocco and Von Gandy—Court Theater, Meiningen, January 3.
- ZWEITE LEBEN, DAS (The Second Life), drama, in three acts, by Georg Hirschfeld—Court Theater, Karlsruhe, February 19.
- ZWISCHEN ZWEI FEUERN ("Twixt Two Fires), comedy, in three acts, by Eva Countess Von Baudissin—Court Theater, Meiningen, October 25.

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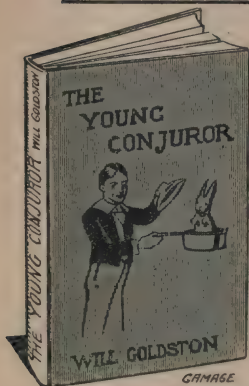
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Plaintiff.	Defendant.	Date.	Nature of Case.
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PROSECUTIONS.

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London Theatre of Varieties, Ltd.	June 21	Stage plays in music halls
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LEGAL CASES OF THE YEAR.

JANUARY.

BECKER v. GAMAGE, LIMITED.—ACTION FOR LIBEL.

In the King's Bench Division, before Mr. Justice Phillimore and a common jury, **13** Mrs. Marie Becker, professionally known as Mile. Marie Greville, mind and thought reader, sued A. W. Gamage, Limited, proprietors of *The Magician*, to recover damages for alleged libel. The defendants admitted liability, but pleaded certain facts in mitigation of damages.

Mr. Frampton and Mr. A. E. Woodgate appeared for the plaintiff; while Mr. J. Eldon Bankes, K.C., and Mr. Whately represented the defendants.

Mr. Frampton, in opening the case for the plaintiff, said it appeared that in 1887, when a young girl of sixteen years of age, the plaintiff became the medium of M. Guibal, who produced an entertainment which he called "Psychognotism." The plaintiff married Mr. Becker in 1895, and ceased to take part in M. Guibal's entertainment. M. Guibal died in an American hospital in 1897, his wife having predeceased him by some twelve months. The defendants published *The Magician*. At the commencement of 1909 the defendants published in their journal an article in which it was stated that plaintiff was in custody for the murder of Guibal, for whom she had deserted her husband, and with whom, the article stated, she had been living in adultery. The accusation was made twelve years after the death of Guibal.

When the defendants' attention was called to the libel they expressed their regret, said Mr. Frampton, and published an apology. They said that they had been led by a correspondent into publishing something which had appeared in some newspapers several years ago. Counsel submitted that the plaintiff was entitled to substantial damages for the wrong which had been done to her.

Mrs. Marie Becker, in cross-examination, said that she had heard that the untrue story about herself and M. Guibal was published in an English newspaper many years ago. When she discovered that fact, she took steps to bring an action against that newspaper, but she was too late. Members of the profession knew that M. Guibal died thirteen years ago.

Mr. Ike Rose, theatrical agent in London, Berlin, and New York, and Mr. W. H. Clemart, then secretary to the Variety Artists' Federation, gave evidence to the effect that the publication of a statement reflecting on the character of an artist would have an effect on the chance of that artist obtaining an engagement.

Mr. Bankes, for the defendants, submitted that the plaintiff was not entitled to more than moderate damages. The statements of which the plaintiff complained were cut out of an old newspaper by one of the defendants' correspondents. When the defendants discovered their mistake, they did all in their power to prevent injury being done to the plaintiff.

The jury found a verdict for the plaintiff, and assessed the damages at £250. Judgment accordingly, with costs.

WHITLEY BAY URBAN COUNCIL v. SMELT.—"HOOP-LA" AS A BUILDING.

In the Divisional Court of the King's Bench the Lord Chief Justice and Justices

13 Bucknill and Bray heard an appeal by the clerk to the Whitley Bay Urban District Council against a decision of the Northumberland justices, who had dismissed a summons against Mr. H. T. Smelt, a showman, for having erected a "temporary building" without having obtained the sanction of the local authority. The structure was a "hoop-la," for a game in which people tried to throw rings on hooks for prizes.

The Lord Chief Justice said that if they held that a "hoop-la" was a building, they might say that a tent was a building too. If his brother Bucknill wanted to put up a tent at his garden party in the summer he would have to send plans, etc., to the local authority.

Giving judgment the Lord Chief Justice said that the magistrates had photographs of the "hoop-la" before them, and came to the conclusion that it did not come within the meaning of the Act. The Court could not interfere.

Mr. Justice Bucknill said there was no question of egress and ingress, as everybody stayed outside.

The appeal was dismissed.

R. B. SYNDICATE v. CINQUEVALLI.—ALLEGED BREACH OF CONTRACT.

In the Shoreditch County Court, before His Honour Judge Smyly, K.C., the R. B.

13 Syndicate, Limited, of 95, High Street, Shoreditch, music hall proprietors, sued Paul Cinquevalli, of 5, Mostyn Road, Brixton, to recover £50 8s. 4d. for alleged breach of contract. The claim was set out as follows:—By an agreement in writing dated October 18, 1907, defendant agreed to appear in his usual entertainment at the Royal Cambridge music hall, Commercial Street, at a salary of £64 10s. per week, commencing October 19, 1908. Under Clause 4 of the said agreement the defendant was transferred to the London music hall, High Street, Shoreditch, at a reduced salary of £55 for one week, commencing October 19, 1908. Defendant appeared only at the first house at the London music hall on Monday, the 19th, and did not appear again. By Condition 7 of the said agreement it was agreed as follows: That should the artist from any cause whatsoever fail to perform at any performance he shall pay to the management, as and for liquidated damages, a sum equal to the sum which the artist would have received for such performance, in addition to costs and expenses incurred by the management through the default of the artist.

Mr. Hilbery, barrister, appeared for the plaintiffs; and Mr. Doughty (instructed by the

Variety Artists' Federation) appeared as counsel for the defence.

Mr. Thomas Greenhill Richards, managing director to the plaintiff company, said he saw Cinquevalli on the night of October 19 outside the stage door just as he was going to get into his motor-car. I asked him, "What are you going to do? What are you up to?" Defendant said he was not going to work at the London, and, asked the reason, proffered as an explanation that there was no special dressing-room for him. After a good deal of persuasion he consented to come back into the hall and give his first performance. He then went away, and returned at 10 p.m. and said he should not go on again. Asked the reason why he would not appear again, witness said the defendant told him his assistant had been taken ill.

Mr. Doughty: You know that on the night the assistant was taken ill it was creeping paralysis, and also heard that he is now dead?—Witness: Yes, I have heard that.

For the defence Mr. Wilson, general manager to the syndicate halls, said he had known Mr. Cinquevalli for a number of years, and had always seen him give his turn with an assistant.

Mr. Doughty: Is the assistant absolute's essential?—Witness: He is in this position. An assistant is necessary, but he could give a show by himself, but not at a day's notice. Mr. Doughty: His show always includes an assistant?—Witness: I have never seen it without. Continuing, witness said he saw the assistant on the night of October 19, and he was very ill indeed. He managed to get through the performance to almost the end, when he collapsed and had to be carried off the stage. He thereupon instructed someone to telephone to the London to say Cinquevalli could not appear, and shortly after Joe O'Gorman came up in a motor and begged him to do so, and Cinquevalli went down to the London to see them.

The hearing of the case was continued on February 24, when Mr. Cinquevalli, giving evidence, said it was absolutely necessary to have an assistant for his juggling business. Of course, a man could juggle without one; but if he started with one he could not do without one after—the assistant became part and parcel of his body. The man need not be highly trained, but he certainly had to be trained; a super would not do.

Evidence was also given by Mr. Joe O'Gorman and Mr. Charles Chapman.

In giving judgment, Judge Smyly said: In this case I think there was a contract that the defendant should give his usual entertainment at the London Music Hall on October 19, 1908. I find, as a matter of fact, that the defendant did not perform wholly and solely because of the illness of his assistant. There cannot be the least doubt that the defendant's reason for not appearing was perfectly reasonable and honourable. It is not the case of a man trying to shirk. He did not perform elsewhere, and it must have been a large pecuniary loss to him, and must have seriously put him out. It must have been done in good faith also, because we know the assistant was ill. Suppose a pianist got a little finger bad; you couldn't possibly say, "You will have to go on; you can do as you like with one hand and four fingers." I think the pianist would say, "I have a reputation, and cannot afford to drop notes," and this defendant has a big reputation to consider, too. I do not consider there has been any breach of contract here; it is simply the result of a sad misfortune. I

think, therefore, that the defendant is entitled to a verdict with costs.

Judgment was then entered for the defendant, with costs.

THE PALACE, LIMITED, v. CLENSY.

In the King's Bench Division, before Mr. Justice Darling, Mr. Wilfrid Trickett **15** moved for judgment against the defendant, Mr. Cyril Clensy, in default of defence. The action was brought for an injunction to restrain the defendant from performing at certain theatres other than the Palace until the expiry of his engagement there.

His Lordship granted the injunction asked for.

CARLTON v. WATSON.—THEATRE NOT READY TO OPEN. AN APPEAL.

In the King's Bench Division (Dublin), before the Lord Chief Justice, Mr. Justice Madden, and Mr. Justice Wright, an appeal in the case of Carlton v. Watson was heard. It was an application on behalf of the defendant, F. Marriott Watson, of the Queen's, Dublin, for an order reversing the judgment in favour of the plaintiff given by Mr. Justice Gibson, before whom the action was tried in December last. Defendant submitted that the judgment was against the weight of evidence. In the alternative he asked for a new trial. The action was brought by Mr. Stanley Carlton, theatrical manager, claiming damages for breach by the defendant of a contract of March 29, 1909, between the plaintiff and defendant for the appearance of the plaintiff's company at the Queen's, Dublin, whereby the plaintiff agreed to find a drama and full company, etc., and the defendant agreed to provide the theatre with scenery, staff etc. The theatre was not open when the contract was to have been fulfilled. Mr. Justice Gibson found for the plaintiff, with £65 damages, and held that the general words of the condition relied on did not cover the risk of the defendant, not having the patent for the theatre, and that, even if they did, the defendant failed to show that the non-procurement of the patent was owing to causes beyond his control, that the evidence was loose and inconclusive, and no Castle official was called.

Mr. Hennessy, K.C., and Mr. W. O. Murphy (instructed by Mr. David Dunne) appeared for the defendant.

Mr. S. L. Brown, K.C., and Mr. Matheson, junior (instructed by Messrs. Hamilton and Craig) appeared for the plaintiff.

The Court refused the application with costs, and ordered that £65 should be lodged in Court to be paid out to the plaintiff.

[For report of original trial see STAGE YEAR-BOOK, 1910, p. 275.]

SELWYN v. SMITH: GRAHAM v. SMITH —BREACH OF CONTRACT.

In the Westminster County Court Mr. Archibald Selwyn, an actor, and Miss **19** Lena Graham, whose stage name is Miss Margareta Gordon, brought actions for salary against Mr. Harold Smith, whose address was given as the Constitutional Club, and his profession as that of theatrical manager. He did not appear, and was not represented.

Mr. Mote, solicitor for the plaintiffs, adduced evidence that Mr. Selwyn played the part of the Rev. Josiah Flewitt and Miss Graham the part of Mrs. Pilling in *The March Hare* on a tour for the defendant. Mr. Selwyn was also stage manager. At Llandudno they were told that some of the bookings had fallen through.

but that there would be another nine nights, and Mr. Selwyn sent the "props" on to the Alexandra, Stoke Newington, but that booking fell through as well. Miss Graham had given a fortnight's notice, but rejoined on the statement that there would be another nine days' engagement. Each claimed for the nine days and a fortnight in lieu of notice, Miss Graham stating that she lost an engagement through rejoicing with the defendant.

Judgment was given for both plaintiffs, with costs.

MACLEAN v. MME. ALBANI.—MUSIC HALL COMMISSION.

In the West London County Court, Sir W. Lucius Selge had before him a claim for **19** £21 commission on a re-engagement procured by the plaintiff, A. F. Maclean, 110, St. Martin's Lane, W.C., the defendant being Mme. Albani.—Mr. Doughty, who appeared for the plaintiff, said the claim was for 10 per cent. commission on a re-engagement which had followed on an engagement which the plaintiff had obtained and Mme. Albani had fulfilled at the Metropolitan on March 15, 1909, for which the artist was paid £210 for one week. So successful was the appearance that the plaintiff, on the telephone, got into communication with Mr. Gros, the manager of the syndicate, as to an engagement at that hall in October. Mr. Maclean in all these matters was acting under a letter of authority from Mr. Ernest Jye (Mme. Albani's manager) to secure engagements for Mme. Albani for London and the provinces. Under the Askwith Award the plaintiff was entitled to 10 per cent. on the salary paid for the October engagement, which had been entered into within three months of the March contract, the amount of which was the same as that in March. When the claim was made Mr. Jye wrote stating that the Award did not apply to Mme. Albani, who was not a music-hall artist, and claiming, besides, that the October engagement was an entirely new engagement.

Mr. Leon Zeitlin, booking manager for the syndicate, remembered Mme. Albani's appearance at the Metropolitan, and said he approached the plaintiff with a view of re-engaging her. He discussed the matter with Mr. Gros, the manager, and then asked for Mme. Albani's vacant dates, and Mr. Maclean submitted these. They fixed on October 18, the contract was signed, and she appeared.

For the defence Mr. Douglass submitted that this was an entirely new engagement. The syndicate had not exercised the option which they had under the first contract, and a fresh contract was signed.

Mr. Doughty argued that the Askwith Award provided for a re-engagement within three months of the first appearance, and in this case the re-engagement had been secured within three weeks.

His Honour held that Mme. Albani was bound by the terms of the contract, which set out that she was to pay commission on a re-engagement, by whomsoever secured, within three months of the first contract. There would be judgment for the plaintiff for the amount claimed, and costs.

THE CINEMATOGRAPH ACT.—CAMBRIDGE MUSIC HALL HEAVILY FINED.

At Old Street Police Court, the "G. L." Syndicate, Limited, occupiers of the **20** Royal Cambridge Music Hall, Commercial Street, Spitalfields, were summoned before

Mr. Biron, under the Cinematograph Act, 1909, for allowing the said premises to be used on four different days in January for an exhibition of pictures, or other optical effects, by means of a cinematograph, for the purposes of which inflammable films were used without a license, contrary to the Act.

Mr. P. E. Dimes, of the solicitor's department of the L.C.C., who prosecuted, said that an inspector of the Council visited the premises on December 6 last, in consequence of some bills which were exhibited, advertising some forthcoming cinematograph entertainments, and then called the attention of some of the 'defendants' representatives to certain things which were not as desired by the Council before a license would be granted. A few days later a letter was written to a Mr. Richards, again pointing out these facts, and two further inspections were made on January 7 and 13, when the arrangements were still found unsatisfactory. The current in use, 480 volts, was greatly in excess of that allowed under the new Act, viz., 110 volts, and that in spite of repeated warnings that the use of such a voltage was dangerous under such conditions.

For the defence, Mr. Hector Monro, secretary of the "G. L." Syndicate, said that the reason the 480 volt current was used was because the borough council would not supply any other. It had been found impossible to obtain a copy of the new Act before January 1, and a transformer was ordered to be installed at once. This was done, but broke down temporarily, and had to be repaired.

After other evidence, Mr. Biron said that the defendants had deliberately broken the law from January 1 at some risk to the public. It was difficult to imagine a worse case, for they continued these exhibitions without a license, in spite of the fact that they had been told that one would not be granted until all the requirements of the Council had been fulfilled. He imposed a penalty of £20 and £4 per day for three of the four days named, as on one day it was admitted that, although the transformer had broken down, it had been installed. He further allowed 21s. costs, making in all £33 1s.

SHEREK AND BRAFF v. "THE STAGE." ALLEGED LIBEL.—JURY DISAGREE.

In the King's Bench Division, before Justice Channell and a common jury, was begun **20** the hearing of an action for alleged libel, brought by Messrs. Sherek and Braff, against the proprietors of THE STAGE. Mr. Vachell, K.C., and Mr. G. W. H. Jones (instructed by Messrs. Bruce, Searl and Co.) appeared for the plaintiffs; and Mr. Dickens, K.C., and Mr. E. F. Lever (instructed by Messrs. Woodham Smith and Borradaile) for the defence.

COUNSEL'S OPENING STATEMENT.

Mr. Vachell said Bernard Sherek and Adolph Braff carried on business in partnership as theatrical variety agents, and they had carried on that business in London for something like eight years. "The complaint in this action," continued counsel, "is that the defendants, in THE STAGE, virulently attacked the plaintiffs, and ascribed to them various malpractices in the way in which their business was carried on, suggesting that they procured artists to enter into disgraceful contracts, and further, and more serious than that, that they were, as it were, part of a scheme or trap for persuading English girls to go out abroad, where they might fall victims to immoral practices. It appeared that in

June, 1907, a married lady, Mrs. Danks, whose theatrical name was Mamie Stuart, was anxious to procure an engagement out of England on the variety stage. She applied in the first instance to a Mr. Cochrane, who introduced her to Messrs. Sherek and Braff, and she seemed to have had an interview with the junior partner, Mr. Braff, to whom she made her wishes known. There was in South America a firm known as the Tournée Seguin, controlling a circle of music halls, variety theatres, and casinos in some of the principal towns there. Buenos Aires was the headquarters, and there was a house known as the Casino. There were also houses at Rosario, Valparaiso, Santiago, Paris, and elsewhere. At the time Mrs. Danks was seeking an engagement abroad Mr. Rodenburg, the European agent of the Tournée Seguin, was in London. The plaintiffs put the lady in communication with Mr. Rodenburg, the European agent, and terms were arranged. They were that Miss Stuart should go out to South America, and her salary was to be £45 a month. Before she definitely arranged to accept the terms she had some conversation with Mr. Braff, one of the plaintiffs, and she naturally asked him what he knew about the houses at which she would be required to give her performances. Mr. Braff spoke of them in high terms. He told her that these houses were the best music halls in South America, and that the Casino in Buenos Aires had a high reputation. It was not only a finely constructed and handsome building, but the class of people who went there and the artists who appeared were of the very best. He had sent out something like fifty artists—that was to say, he had procured engagements for that number—in the course of the past few years, and that they had carried out their contracts, and he had never received a single complaint from any one of them as to the treatment they had received. Upon that Mrs. Danks said, "Very well, I will go." Thereupon an agreement was signed. This agreement was not an agreement drawn up by the plaintiffs at all, but it was an agreement of a common form, by which counsel meant that every proprietor of a music hall generally had his own terms. It was not a written agreement, but a printed agreement, and it was in French. The agreement was handed to the plaintiffs. "That is our agreement," said Mr. Rodenburg. It was translated to Mrs. Danks and explained to her, and she had a copy of it. She expressed herself satisfied with the terms, and she signed it. One of the terms was that she should have a certain sum of money in order to pay her expenses to South America, and that sum was paid to her. She took her passage, and she went there. It was necessary in order that the jury might understand the libel, that he should deal with the agreement. He need not read all the terms, but those that were pitched upon he must read. He had a translation, but he did not think it was a particularly good one. The agreement stipulated that the artist was to have ready and in good order all the necessary material and plant for the performance of the act, costumes, carpets, safety nets, complete orchestral parts, etc., which were to remain in the custody of the management as a guarantee for the performance of the contract, and would be returned when the engagement expired and was duly fulfilled. There was to be a performance every evening and at *matinées* stated on the notice board. The artist was not to play in any other theatre or saloon establishment, or at a private performance. There was an undertaking on the part of M. Seguin to give Miss Stuart on her

departure as deposit and security for the contract, 500 francs, to be returned by the artist after the first month of the carrying out of the contract. Then came this article, that if the artist committed a breach of any one whatsoever of the articles of the contract, the contract should be cancelled in favour of M. Seguin, and the artist should be bound to pay him immediately as compensation a sum equal to two months' salary and the amount of the travel tickets from Europe to South America if they had been used. Further, the security mentioned in article 10 (the 500 francs) must be immediately returned, in default of which the artist acknowledged that he or she was guilty of fraud as a bailee and of fraudulent misuse of money deposited. It might be, said counsel, that some of the restrictions were rather harsh, but that was the bargain. Those terms were made known to the lady, and she accepted them. She received the money for her passage, and over she went to America, arriving in Buenos Aires somewhere about September 1, 1907. On her arrival there she took up her residence at the Royal Hotel. She went to the Casino at Buenos Aires on one occasion only. That was on September 3, when she attended a rehearsal between the hours of two and three in the afternoon. She returned to England by the same ship that took her out. The ship sailed on September 6, so that the lady was only in Buenos Aires something under a week. Now, of course, it was very difficult to dive into the female mind. He daresay some of the jury had found that out for themselves. One never knew what it was that guided their inclinations and their fancies. But it was very clear that this lady was wholly out of conceit with her departure from her native land and with the condition of things that she found at Buenos Aires. It was impossible to say what was really at the bottom of it all. It might be that she was homesick. She was a married woman, and had left her husband behind, and possibly she might have desired to see him again. It was vain at all times to seek motives on the part of a lady. Back she came, and then she had to make her explanation of how it was she had so quickly abandoned this expedition. The explanation she offered was that the Casino was an improper place. She said, first of all, that the accommodation there, although it was very fine, as far as the public was concerned, was horrid. Everyone would sympathise with her at once. She also went on to say that the conduct of the people in South America was different from what it was in England. There was a freedom about it which she objected to. She went so far as to say that at the theatre she was introduced to a well-dressed gentleman. He did not know whether that was any reflection upon the way men dressed over there, but that was what she said. On her own story she never attended at that theatre at night at all. She had only been there on that solitary occasion at rehearsal, when he should have thought the gilded youth who sometimes frequented the stage door were all in bed. Back she came and went to a solicitor, and then launched an action at his unfortunate clients, claiming damages because, she said, the theatre, or Casino, had been warranted to her by his clients as being a respectable one fit for a high-class artist, and she also said, "Well, if it was not a warranty it was a fraudulent misrepresentation on your part that the theatre was at that time such that a respectable woman should be perfectly justified in accepting an engagement there." That action came on in February, 1909, and was tried before the Lord Chief Justice and a jury. Mrs. Danks or Miss Mamie Stuart—the very name

captured one—gave her evidence. What happened? It was what generally happened when a lady was in the witness-box, and the jury had an opportunity of making her compensation—she got a verdict for £250. Thereupon application was immediately made to his lordship that execution should be stayed pending an appeal on the ground that the verdict was against the weight of evidence. That application was made in open court, and no doubt the defendants knew about it. The appeal came on for hearing on July 15 last, and the Lords Justices of Appeal at once said that there was no evidence of fraud that they could see, and that even if it was to be called reckless statement there was very little evidence of that. They set aside the verdict and judgment, and said they would grant a new trial. He understood that the case had been re-entered, and the second trial would come on in the course, he supposed, of a month or so. Now on February 18—they came to the libel at last—in their widely circulated newspaper, *THE STAGE*, the defendants published this article:—

Powers are wanted—legal powers, that is—by which all agency work shall be open to official inspection, and by which penalties of fines, cancellation of license, and imprisonment shall be imposed for malpractices, whether minor pilfering of fees or worse offences.

There is a sinister side to agency work—or so-called agency work—that cannot be under too strict surveillance. We make no comment on the case in which Miss Mamie Stuart had been awarded damages, as the case may possibly go to appeal; but, in our opinion, no respectable agents should associate themselves in any way with a contract such as this unfortunate artist signed. She bound herself to go anywhere in South America that she was sent; to return, on pain of arrest, the passage-money that had been advanced to her to travel to Buenos Aires; to forfeit her dresses to the management if she broke the contract, etc. When she landed she was met by an agent of the theatre, who informed her that rooms had been engaged for her, and that she must go to them. What the purpose of this last requirement was in this case we do not know, and offer no opinion about it, or about the agent or his principal, or about the rooms. But our information is that this is one of the manoeuvres by which English and other women are trapped into bad houses, and in those houses, in a strange country, are wholly without protection, and often subjected to violence. We understand that Argentine law does not sanction arrest for breach of contract. Arrest is simply a threat to terrorise a stranger—and a woman—into a compliant state. Miss Stuart was not of the stuff to be easily victimised, but she was induced to pay £124 into court, in order, as she supposed, to be free to leave the country. If Messrs. Sherek and Braff do not know the standing of the different halls in Buenos Aires, nor the laws there, then, in our opinion, they are not fit to act as agents for engagements for that country. There are respectable theatres and halls in Buenos Aires, as there are other places of amusement notoriously disreputable; and it is the duty of any agent to ascertain exactly the sort of house to which he is sending his client. It is his duty also to see that the contract does not contain disgraceful conditions. We hope that the new law will provide that an agent who is negligent in these respects shall be cut off from any right to a license, and that it shall be criminal for him to practise without a license. No provisions can be too drastic in

connection with foreign engagements. Only the other day our Cairo correspondent forwarded a warning of the risks attendant on engagements for most halls in Egypt. A little while before that we were exposing, by name and photograph, a pest who, under cover of engagement for variety work abroad, was seeking girls for immoral traffic. The extent of the evil, in various phases at home as well as abroad, is little suspected. No effort should be spared to free agency work from so vile a canker. Nothing short of registration and inspection will keep the work in the clean and efficient hands of the agents who are responsible men.

Plaintiffs said—and it was for the jury to say whether they were right or not—that that was beyond all doubt an attack upon them alleging gross incapacity and serious impropriety on their part in the way in which they carried on their business. This was an article which would convey to anybody who read it that Messrs. Sherek and Braff were practically engaged in what was sometimes known as white slavery; that they were hand in hand with foreign houses, particularly houses in South America; hand in hand with them in a scheme to entrap English women by false pretences and send them over to America beyond the reach of the protection of their friends, so that they might be inveigled into disorderly houses, and ruined for ever in body and mind. A more serious accusation than that to make against anybody, especially against persons whose business it was to find engagements for artists, it would be difficult to conceive. When he told them that in their pleas the defendants alleged that what they said was true, the jury would realise at once the serious importance of this action to his clients. He thought he need say no more. On the question of damages he would not venture to address them, because it was a subject so entirely within their province. If they took the view which he submitted to them of what that article meant, and if they were of opinion that it was devoid of truth, they would know without any assistance from him the proper sum to award by way of damages, in order not only to protect his clients from attacks of such a character as that, but also to give a lesson to this newspaper—which, after all, wrote its copy in order that it might be attractive and produce sales and bring money into the pockets of the defendants—that if they wanted to make money by their journal they must make it fairly and honestly and not by trying to wreck the reputation of people who conducted their business on proper lines.

MR. ADOLPH BRAFF'S EVIDENCE.

Adolph Braff was the first witness. He said he was one of the plaintiffs in this action, and had been in business as a theatrical agent for eleven years, having offices in London, Paris, New York, and Berlin. He did a considerable business with English and foreign halls. Miss Mamie Stuart was introduced to him in his office by Mr. C. B. Cochrane. She said she wanted to go abroad, and witness introduced her to a Mr. Rodenburg, who was agent to Carlo Seguin. He had known M. Seguin personally many years before, and had known his halls about eight years. Eventually Miss Stuart entered into a contract to appear at the Carlos Seguin halls in South America. The contract was on a printed form which the Seguin management used for all the artists they booked, and was in French. Before she signed the contract there was practically no conversation whatever as to the position of the halls. He offered her Buenos Aires, and after settling the figure she signed the contract.

Did you tell her whether it was a first-class hall?—I think I did.

Did she ask if you had sent other artists there?—Yes; I told her I was sending out first-class artists.

Is that true?—Yes, certainly.

Have you ever had any complaint from any artist who has ever been there?—Never.

Did anyone translate the contract?—I think it was translated by Mr. Rodenburg.

Do you remember whether you explained the contract to her?—No.

Answering other questions, witness said he paid Miss Stuart part of her salary in advance and gave her her ticket. Later he had a letter from the Paris office of the Tournée Seguin, and about three months afterwards he heard from Miss Stuart's solicitors after he had written two letters to her. Miss Stuart brought an action against him, and recovered £250 damages, but on appeal a new trial was ordered.

Was Miss Stuart bound to go anywhere in South America under that contract?—Yes, anywhere under M. Seguin's management; but only in respect of those places mentioned on the top of the contract.

Is there any truth in the suggestion that you or your firm try to trap women into bad houses?—None whatever.

Has anything ever been suggested against you by any of your clients?—Never.

So far as you know, was this Casino a properly conducted house?—Certainly.

Is it one of the best houses?—It is the best variety house in Buenos Aires.

Does that contract in your opinion contain disgraceful conditions?—It is not true.

MR. BRAFF CROSS-EXAMINED.

Cross-examined by Mr. Dickens, witness said that he could speak French fluently, but he knew that Miss Stuart did not know French. He admitted that when he took commission from an artist for an engagement he ought to explain the contract thoroughly in order that she might understand what she was doing.

It is your duty towards her to see that no harsh or unfair condition is contained in the contract?—Quite so.

Do you agree with your learned counsel when he said that some of these conditions were rather harsh?—No.

Mr. Vachell: They may be; I did not say they were.

Mr. Dickens: I take it, Mr. Braff, that you never explained to her this contract at all?—I said I did not remember whether I had explained it.

Will you swear you did explain this contract to her?—Yes.

Will you explain what you mean by that?—I think I did.

Will you swear you did?—Yes; I don't think it was translated, but it was explained.

The Judge: What do you mean by that?—I don't think it was word by word translated. The sense of it was explained.

Mr. Dickens: Why didn't you have the thing translated?—I don't think it is my duty, because the artists can take the contract home and get it translated.

She signed it before she took the French copy away. Was that by your advice?—No, it was her own wish.

Will you swear that, except one or two articles, any explanation was given?—I think I gave her a thorough explanation of the contract.

Do you mean you cannot remember whether you explained anything about the contract, or do you swear you explained the whole thing?—I mean I explained the principal paragraphs of the contract to her, and she knew what she was doing.

Didn't this lady say she trusted to you?—It may be she said it.

Did she say: "I don't like signing the contract in French"?—She did not.

What was it you explained?—I explained the contract to Miss Stuart, she signed the same without any question, and came there quick for the advance money.

What articles did you explain to her?—I explained the principal articles.

What do you call the principal articles?—I cannot tell to-day, but I think I thoroughly explained the contract.

You think now you fully explained the contract. Do you think you fully explained it all?—I think so.

Will you swear you did?—No.

Then I gather there are some cases where you do explain and some where you don't. If you always explained you would remember you did?—No, you are wrong, because I think I have explained everything in the contract, but you want me to swear what I explained five years ago, and I cannot do that.

The jury said the contract ought to be in English. Don't you think so?—Yes, there is something in that.

Did you mention to her from beginning to end that she might be called upon to go to any part of South America?—I can swear I told her she was going on the Seguin tour, and she started her engagement at the Casino, Buenos Aires.

She is to go to any place in South America. That is a very onerous contract?—It is a very regular contract.

She is to attend every evening and at *matinées*, and she is to parade during the circus season. This lady was not going in a circus. Why didn't you see that was struck out?—Because it is not necessary. We know music hall artists don't do circus parades.

It is necessary to see how she puts herself into the hands of a manager who may be nasty. For any breach of the contract she may forfeit two months' salary. Therefore, if she did not parade in the circus season she would have forfeited two months' salary. Does it not strike you as necessary now to have that struck out?—It is not, because I know the rules of our business.

Do you know the form of that contract would mean that she might be summarily arrested?—No. She said so, but it is not true.

She consulted solicitors there, and she was told she must lodge a sum of money before she could leave the country?—She was told so.

And she lodged £124, which, poor girl, she had to borrow?—She said that, but it is not true.

The Judge said the only case in which the lady was guilty of breach of confidence was if she failed to return the deposit given her by the other side. She never could have been obliged to borrow money unless she had spent that.

Mr. Dickens: She was advised it would be unsafe to leave the country without making a deposit.

The Judge said that a proper translation must be made upon which the parties could agree.

Mr. Dickens: If there was a dispute between this lady and M. Seguin after the first month as to whether M. Seguin was in default and she was bound to give back this money, he would have had the whip hand, and might have treated it as breach of confidence.

Witness: You are wrong. This only means that if she did not return money she had got in advance for fulfilling the engagement she would be proceeded against in any country of

the world. The management paid her before she even sailed from England.

You know she stated in her evidence that she was advised if she did not return the money she might be arrested?—She stated many things.

And she was advised that if she wanted to leave the country she must deposit money in court?—I suppose she was.

Here is another clause. Did you explain this? Article 15, "The duration of the present contract is to be counted from the day of the artist's debut, deducting days of voyage. Payment of salary will be suspended during the artist's illness, also during the voyages and in the event of the establishment being closed for any reason whatever"?—Yes.

Is that one of the things you remember you explained?—That is a very natural clause. It is in all the contracts in the world.

Did you explain this, that M. Seguin had the right to extend the contract?—Yes.

Your memory is much better now. Those are the natural clauses to be explained.

M. Seguin can extend the contract from day to day up to four months. I gather that he might say you shall perform to-day and then some time later you shall perform to-morrow?—Only if she fulfils her engagement of sixty days he can say, "You are to perform so many days longer."

Replying to further questions, witness said it was true there had been considerable discussion with regard to the question of the registration of stage or music hall agents, and it had been recognised that there had been cases of agents who had shown themselves to be very unscrupulous. He knew the L.C.C. held an inquiry, and he thought a Bill was introduced.

Mr. Dickens proceeded to read the article complained of, and asked the witness if he suggested there was anything pointing to his being a party to attempting to get Miss Stuart into a bad house.

Witness: I think it is very plain.

"If Messrs. Sherek and Braff don't know the standing of different halls nor the laws there, then in our opinion they are not fit to act as agents for that country." You agree with that, don't you, that if you did not know the standing of the halls or the laws of the country you would not be fit to act as agents for that country?—Yes.

The jury, rightly or wrongly, did find that this was not a proper place, and that you or your firm acted recklessly in letting her sign the contract?—Yes, right or wrong.

You agree that if they were right that you did not know anything of the state of things out there you would not be a fit person to make a contract with a client here?—Yes, I agree.

It is the duty of an agent to ascertain exactly the sort of house to which he is sending his client?—Quite so, but I sent her to the best house.

His duty also is to see that the contract does not contain disgraceful conditions? I understand you approve of these conditions?—I see nothing disgraceful in them.

You don't even think they may be harsh?—No.

You don't suggest that the rest of the article applies to you—"Only the other day our Cairo correspondent," etc.? I suppose you would agree with that cordially?—Yes.

Re-examined by Mr. Vachell, witness said he did not find in the contract anything unusual. It was similar to contracts for the English provinces and for artists going to North

America. After the lady had signed the contract a copy was given to her signed by the management. That was three or four weeks before she sailed, so she had plenty of time to get it translated. There was never any complaint about the terms of the contract, nor was it alleged that she returned to England on account of the terms of the contract. She suggested that she did not like the theatre. He had never before had a complaint about the terms of the contract or the character of the house.

MISS KITTY LORD'S EVIDENCE.

Miss Kitty Lord, burlesque artist, gave evidence that she knew the Casino at Buenos Aires, and had performed there twice. Her first engagement commenced on October 13, 1906, and she visited the same establishment in 1906. She believed her contract was the same as in this case. The Casino was the principal establishment in Buenos Aires, and while she was there she saw nothing whatever that was not perfectly respectable and correct. In her opinion it was a place where a high-class artist might well go without losing reputation or self-respect. There were many artists of great repute who had appeared there.

MISS LORD CROSS-EXAMINED.

Cross-examined by Mr. Dickens, witness said that Messrs. Sherek and Braff acted as her agents when she went to Buenos Aires. She got a contract in French exactly the same, she believed, as the one in this case. She did not have a translation, but at the time she signed it she made Mr. Sherek explain the various clauses, and she fully understood them before signing. Otherwise she would not have signed.

You made him explain each clause?—Yes, to my satisfaction at the time.

Clause by clause?—Yes.

Did you go out with a company or by yourself?—I travelled alone.

And when you got there did you go to a hotel?—When I landed in Buenos Aires I was met by a representative of M. Seguin, and he did not take me immediately to an hotel. I was a couple of hours looking for apartments until I found something that suited me.

MRS. MAMIE GRANT'S EVIDENCE.

Mrs. Mamie Grant said she was in the music hall profession, giving singing, dancing, and acrobatic performances with her husband. She played at the Casino, Buenos Aires, in May, 1907, with her husband. They were there for a month. It was a first-class, respectable house, and as nice a hall as she had ever played in. She saw nothing improper in any of the terms. The house was the first music hall in Buenos Aires. She went out on one of the printed French contracts. It was explained to her. Sherek and Braff were the agents who engaged her.

MRS. GRANT CROSS-EXAMINED.

Mr. Dickens: You say it is as nice a hall as you have ever played in. Where have you played?—In England, America, Germany, France, Russia.

Where in England?—The Palace, the Holborn, the Moss-Stoll tour, and the Barrasford tour.

Did you ever see the turns from the front of the house?—Yes.

Didn't you say in the action brought by Miss Stuart that you never saw the turns from the front?—I don't remember whether I said that or not.

I suppose if you did it was correct?—I can remember seeing turns from the front. As I went out at the front I have often stood and watched the turn that was on.

MR. WILLIAM WEGNER'S AND OTHER EVIDENCE.

William Wegner, comic juggler, said he played at the Casino, Buenos Aires, for four weeks in 1906. The house was "all right, very nice." He saw nothing objectionable in the performances. He went out through the agency of Paul Schultz, Berlin, under a printed agreement in French.

Mr. Dickens: Do you know that a special placard was put out for morning performances that the *matinées* were for ladies and gentlemen?—I did not notice that.

Constantino Bernardi, an Italian quick-change artist, said he performed for two months at the Casino, Buenos Aires. Sherek and Braff were his agents, and he signed an agreement in French. He understood the French language. The Casino was a very good house. He had not played in a finer house.

Cross-examined by Mr. Dickens, witness said that he never saw a placard announcing that the *matinées* were for ladies and misses. The representations were always for families.

Leon Verstovelle, a clerk at the French Consulate, translated the agreement which Miss Stuart had signed.

MR. R. E. WILSON'S EVIDENCE.

Robert Emmanuel Wilson, theatrical agent, said he carried on business in London and had thirty-eight years' experience. He knew the Casino at Buenos Aires by reputation. It had the reputation of being a first-class establishment in South America. He had himself engaged artists for performance there, and he was familiar with the printed form of contract used by M. Seguin. Artists were engaged through him upon the terms of similar contracts, and he never had any complaints from them of the way in which they were treated or the character of the performance. The only complaint was that some of the people did not think they had enough money.

The Judge: That applies to people in England as well as South America.

Mr. Dickens: We all think that, I suppose when the contract was in French you gave translations to the people whom you engaged?—Yes.

Did you always give them that?—In any language.

Because you thought it fair to the artists that he or she should see for himself or herself what the contract is?—I repeat everything in their own language. I speak eleven languages, and read and write nine.

Mr. Dickens: I won't ask which are the eleven languages.

The Judge: It might be interesting to know which he can speak but can't write.

Mr. Dickens: You have never been to Buenos Aires?—I have been there when I was not in business. I was nineteen years of age.

Mr. Dickens: And you were not very particular at nineteen years of age, I suppose.

Re-examined, witness said it was only in about three or four cases that he made a translation of the agreement. In most cases he verbally translated the contract before the artist signed it. He had made about 200 contracts for Buenos Aires, all for M. Seguin.

MR. RICHARD WARNER AND MR. H. G. HIBBERT.

Richard Warner, variety agent, of 27, Shaftesbury Avenue, said he had been in business thirty years, and was President of the Variety Agents Association. He had known the plaintiffs, Messrs. Sherek and Braff for about eight years. They were members of the Association.

Mr. Jones: Do they carry on a respectable business?—I should say so.

If they were agents who laid traps to get girls into bad houses would you have them as members of your Association?—No.

Mr. Dickens: Do you agree that agents should be registered?—No.

Henry George Hibbert, editor of *The Music Hall*, said he had known Mr. Braff twelve years and Mr. Sherek eight years.

Mr. Jones: What sort of reputation do they bear in the profession?—I should say they stand very high among the agents.

Have you ever heard any suggestions against the *Tournée Seguin*?—Nothing has been brought to my notice against it.

Mr. Dickens: You know very little about it?—I just know its general reputation among music halls.

This closed the case for the plaintiffs.

THE DEFENCE.

Mr. Dickens, in opening the case for the defence, said he entirely protested against the evidence which had been given by two witnesses as to the general reputation of the plaintiffs.

The Judge: You did not object to it.

Mr. Dickens said all he wanted to point out was that it really had nothing to do with it. He thought the jury would see that he was right in saying that there had been no imputations upon the general character of the plaintiffs at all. Still less was there any suggestion against them of knowingly allowing ladies to go out with a view of their being trapped into immoral lives. The language of the article must indeed be strange to give any such interpretation. What was complained of in this article was the plaintiffs' conduct with reference to the contract which this lady was induced to enter into. That opinion was passed, it must be remembered, upon the facts contained in a public trial which had taken place just about the time this article was written. In order that the jury might appreciate how this article came to be written he wanted them to bear in mind what had happened of late years. For a considerable time there had been mooted some kind of control for the agents, both for theatres and music halls, for the very good reason that there were unscrupulous agents who, by want of care, had reduced their clients to great straits. Again, there were cases—it was not suggested against the plaintiffs—in which poor girls, often quite young, were induced to enter into these foreign engagements and then found themselves, when alone in a foreign country, in a condition deplorable, not only from the point of view of money, but of morals. The result was that this question had been very carefully and closely agitated, and the L.C.C. took the matter in hand, and, after making inquiry reported in favour of something being done, and actually promoted a Bill in Parliament, which, like many of the innocents in Parliament, he supposed came to an untimely end. THE STAGE, which was the representative of matters connected with the stage and the music halls, had taken an active part in this agitation in the belief that it was to the interest of respectable agents that something should be done in order to put this profession on a proper basis, either by registration or by licensing. At the meeting of the Actors' Association, which took place just before this article was written, there were many topics of interest discussed, and in the very same number of THE STAGE in which the article complained of appeared there was a report of the trial of the case of Miss Mamie Stuart, who went out to South America under circumstances which she detailed at that trial,

and which she would state again. It was important for the jury thoroughly to appreciate the fact that the evidence in that case was very fully reported. It was public property, and it was a matter of very considerable public interest, especially amongst those who advocated a change. The jury must not suppose that he was saying that because people took an interest in a subject they must libel somebody else. But no one could suggest, he supposed, that this was not a matter of fair comment, of the greatest consequence to the public and to public morality, and of the greatest consequence not only to music hall artists but to music hall agents. The circumstances under which that case of Miss Mamie Stuart arose he would very briefly describe to them, because his learned friend had raised the issue about the position at the Casino at Buenos Aires. Miss Stuart wanted to go abroad, and she saw the plaintiff, who told her that he thought the Casino at Buenos Aires was a place where she might go, and a place which was not only a decent house but a good house, and that there was nothing to fear. The contract was in French, and the lady said she was very reluctant to sign anything in a language she did not understand. She would tell the jury that she trusted entirely to the plaintiffs. The higher the reputation which was given to the plaintiffs the more the jury could understand the reason of her implicit confidence in them. Mr. Braff admitted that, inasmuch as he was taking money from her, it was his duty to protect her interests and thoroughly explain the nature of the contract into which she entered. The good gentleman, who knew eleven languages, had told the jury what was his idea of fair dealing with his clients. He said, "If I have an Italian, I make a translation in Italian; if I have a Spaniard, I make a translation in Spanish." That is fair.

A juror said that he did not think the witness said he made a written translation. He said he translated it, and in three of four cases he had given written translations.

Mr. Dickens said that in cases where it was required the witness gave a written translation, and in other cases he translated the contracts fully. In substance, that came to the same thing. If he translated everything fully, it would not matter very much whether he gave a written copy of the translation or not, but if neither one nor the other was done he asked the jury to think of the position in which the artist was placed. They must have been much struck by the first evidence which the plaintiff himself gave. He said: "I can't remember, but I think it was translated by Mr. Rodenburg. I can't remember if I explained anything about the contract to her." If it was this agent's practice to do what they were told was the agent's duty—to translate or explain in every case—he would have remembered perfectly well whether he did or not. When a man started with that statement that he did not remember whether it was done or not, then when they came to the evidence of the other side the jury would ask which they were going to believe. This lady would tell them that what took place was shortly this. The only thing she was told was that she was going to the Casino at Buenos Aires. It was never suggested to her that she was going in any other part of South America. She was told that it was a first-rate place, something equivalent to the Palace, that many artists had been sent out there, and so forth. When she said: "I don't like signing a contract in a language I don't know," Mr. Braff said to her: "Oh, but you

know you and I are in the same boat. It is equally important to you as me that you should have this engagement." She trusted him implicitly, and with the exception of two or three articles the contract was never explained to her at all. She went out, and on the way she met a gentleman who was travelling with his family with whom she became acquainted, and they were very kind to her. When she got there she was accosted by someone she did not know, who wanted her to go to private lodgings, but she had been warned about that, and she went to a hotel. She went to a rehearsal at the Casino, and she saw enough to satisfy her that it was very indecent, and, as his learned friend had thought fit to call witnesses as to the character of the entertainment, he would call witnesses who had seen the entertainment for themselves. When the case was tried and reported in the public press there were four or five of these gentlemen who gave evidence at the trial that things they had seen there were grossly indecent. They did not enter into details, but, if necessary, these gentlemen could give the jury details which would satisfy them of the character of some of the things which went on in that place. It was a remarkable fact that the evidence given about the character of the institution was of a very unsatisfactory nature. Things might go on that people did not see. The plaintiffs called one person who was there three and a-half years ago—she was the only person who was not a client of the plaintiffs—she was there three and a-half years ago for four weeks. Other people were called who were there to do their turns, and only one witness suggested that she had been in the front of the house, although he pointed out to her that when the question was put to her by the Lord Chief Justice she said she had never been in the front of the house. All these people were there simply for a month or six weeks. Things might go on which they did not see, and the jury would hear sufficient to give another side to the question. Having seen what she saw, Miss Stuart consulted the friends who had been kind to her on board ship. She took legal advice, and, being told that Article 19 of the contract might lead to her arrest, she lodged a sum of £124. His learned friend, with a humour peculiar to him, suggested that they could never fathom a lady's mind, but he was speaking to men of ordinary common-sense. This lady went out to earn money. She came back by the next ship. At the trial she told her story about the circumstances of her engagement, the character of the contract, the circumstances under which she went out, and the nature of what she saw; and about four or five gentlemen were called to give their view of the general reputation of the Casino from what they had seen. Rightly or wrongly—it was material in this action when they looked at the terms of the action—rightly or wrongly, the jury gave their verdict that the plaintiff had warranted to Miss Stuart that this was a good house, and that warranty was broken. They also found, rightly or wrongly, that plaintiffs had been reckless in making a statement without really knowing what were the facts. It was in that state of things that this article was written. It was suggested that in that article the defendants made an allegation against the plaintiffs that they were a party to the traffic of sending girls abroad, in order that they might be induced to enter bad houses when they got there. There was not a line which imputed that to them, although the article dealt with agents who did that kind of thing. With regard to plaintiff's own specific conduct, the article was strong with regard to the contracts which they allowed

their client to make. People were allowed to discuss matters of public interest so long as they were fair. If they wanted to advocate any public reform they could not do it without courage, and, therefore, the mere fact of hitting hard did not make them guilty of a breach of right and privilege. They had no feeling against the plaintiffs. THE STAGE had not suggested that the general character or work of the plaintiffs was bad, but the article did attack them upon the contract which Miss Stuart signed. If Miss Stuart had entered into that contract with full knowledge, if she had agreed to the very onerous terms—which his learned friend, who would naturally use mild language with regard to it, himself said might be harsh—if she had only entered upon a bad bargain, then they could not help her. But what the writer had before him was the evidence given at the trial as to the way in which that bargain had been entered into. He (Counsel) took it from the mouth of the plaintiff himself that he did not do his duty, and that he ought to have told his client what she was doing. Then they came to an entirely different topic in the article in which there was no reference to plaintiff of any shape or kind. It pointed merely to what did happen to artists, and it pointed out the necessity of protection in some form or another. There was not a word which pointed there that the plaintiffs were a party to anything of the kind described. Strong language was used, but it did not hit at the plaintiffs, who, as respectable agents, ought to be interested in getting rid of these pests. He would say one word with regard to the contract. Did the jury think that the clauses in that contract ought to have been allowed to pass on Miss Stuart's behalf without explanation. Properties, accessories, dresses, etc., were to remain in the possession of the management until after the execution of the contract. Let the jury consider what Miss Stuart's position was if any little difference arose. An extraordinary thing that whereas this contract was a common form, and included circuses and everything else, plaintiff did not have even the common prudence to strike out the clauses which did not pertain to his client's work. He left in a clause which said that for any breach of her contract she would forfeit two months' salary; yet, in the face of that, a clause was allowed to remain which bound her—because she signed it—to parade as part of the circus. It was all very well to say that that did not apply to her, but suppose the manager "cut up rough" and commanded her to parade and she refused. She would have no answer but would have to forfeit two months' salary. Then she had to leave with baggage for any place throughout the whole of South America. Plaintiffs never told her one word about that. She thought she was going to Buenos Aires, but she was at the beck and call of the management to go to any place in South America. Still more remarkable was the provision that the plaintiff was to give Miss Stuart 600 francs at the time of departure, and that sum, which was only paid by way of deposit, must be restored in cash by the artist immediately after the first month on penalty of the legal responsibility under article 19 of the contract. Those responsibilities were very onerous. If the artist committed a breach of the contract and did not pay two months' salary, plus the deposit and plus the amount of her passage, she admitted that she was guilty of misappropriation of funds.

The Judge said that only applied to the deposit.

Mr. Dickens said he was going to point out

that a deposit of 600 frs. was security for the performance of the contract by the plaintiff. This money was to be returned after the first month's working of the agreement. Suppose the lady said, "You have not carried out your agreement at all, consequently I refuse to hand over the 600 frs." Under the contract which she entered into she agreed to treat that as a misappropriation. The advice of the solicitor to the English Consulate was that that might mean arrest, and that if she wished to leave the country she must make a deposit. He (counsel) asked whether that was a contract which she ought to have been allowed to enter into without a full explanation. He submitted that defendants were justified in commenting on this, and that they did no more than their duty. They were entitled to speak strongly, and to comment strongly and fearlessly upon this matter, which was of supreme public importance.

MISS MAMIE STUART'S EVIDENCE.

Mrs. Danks, of Rochester Row, Westminster, a musical comedy actress, said she played under the name of Miss Mamie Stuart. In 1907 she desired to take an engagement abroad, and she was introduced to Messrs. Sherek and Braff by a Mr. Cochrane. She did not see Mr. Sherek at all, but only saw Mr. Braff.

Did Mr. Braff suggest any place?—I wanted to go to Paris. He said that the man who owned the Apollo in Paris owns the Casino in Buenos Aires, and if I went to Buenos Aires and was a success there I should go to Paris on the way back.

Was anything said between you and him with regard to your going to any place except Buenos Aires in South America?—Nothing whatever.

Were you ever told the engagement would be for any place except the Casino, Buenos Aires?—No. I was told that the engagement was for two months at the Casino, Buenos Aires.

Did you know anything about the Casino?—I had not even heard of the place.

Did he say anything about its character?—He said it was on the same lines as the Palace in London—the same sort of entertainment exactly.

Asked what took place with regard to making the contract, witness said that Mr. Kottenberg was there. He did not speak English, and Mr. Braff told her what he said about the engagement. She wanted more money, and Mr. Braff said, "Oh, I think I should take it, for the simple reason it would lead to better things." A printed contract was produced in French, and she asked Mr. Braff to read it out. He read only a few lines, and said, "Oh, this is all right." She said it was a big undertaking to sign a contract in French, and Mr. Braff said, "I have your interests at heart, naturally, and you must take what I say. I will read it out if you like." She said his word was good enough, and he did not read out much except the ordinary sort of contract, which she would expect to get. Mr. Braff said the contract was the same as an English contract, that she was to sail on a certain date, and that a fortnight's salary would be given her before she sailed to meet her expenses. She thought she got £19 18s., and she thought Mr. Braff deducted his commission from that.

Did he tell you anything about your properties being kept in the possession of M. Seguin as security?—All he told me about properties was that I should not require many dresses, and that the simpler and more dainty they were the better it would be for me.

Did he tell you anything about the deposit by M. Seguin of 600 frs.?—That money was advanced.

Did he explain any clause in the agreement about that 600 frs. or the way it was to be returned?—He told me it would be deducted from my weekly salary until it was paid.

Did he tell you your salary was to be suspended during days of illness and travelling, or in the event of the establishment being closed for any reason whatsoever?—No. Mr. Braff told me I should be paid very likely monthly, and I said that would put me to great inconvenience, and he told me he would arrange for me to be paid weekly.

Did he tell you if you did not repay the deposit you would be guilty of misappropriation?—Mr. Braff did not mention any of these things.

Did you trust him that the agreement was one which you could fairly sign?—I did trust him.

Replying to further questions, witness said that she travelled first class on the voyage, paying the difference between first and second class fare herself. Mr. Braff told her she would have a return ticket, but when she got to Southampton she was told they only paid the fare going out, and that was all she got. On board there was a gentleman whom she knew—a member of Parliament who was travelling with his family. When she got out there she was met by a representative of M. Seguin, who said he had settled rooms for her; but she had had some warning, and insisted on going to an hotel. She went to the Casino on September 3. Rehearsal was in full swing when she got there. She was introduced to M. Seguin by a man who was supposed to be his interpreter. She remained at the theatre perhaps half-an-hour, and the whole thing offended her. The idea of the whole performance was not nice. She did not understand the language, but the movements and gestures would not be done in London, or anywhere in England. She rehearsed a song sung in England by Miss Gracie Leigh. In this song she had on so many petticoats of different colours given her by different admirers, and as she mentioned each she lifted up each petticoat. M. Seguin, through his interpreter, said he liked the song, but suggested that instead of lifting up each petticoat she should take off each petticoat, and be left, of course, without any on at all. The other songs which she had M. Seguin did not seem to like, because they were not quite suggestive enough—she thought that was the word used.

He thought they were too mild?—They were too mild.

What do you say with regard to people in the theatre who were not artists?—There were three or four men very much overdressed. One man in particular made himself a perfect nuisance to me. I was introduced to him, and he followed me about the stage, started talking Spanish, and tried to embrace me. He did embrace me, as a matter of fact.

Did you make any complaint to M. Seguin?—I did to the interpreter, but he laughed it off, and said it was usual, and I was not to be a prude, or something of that sort.

Did you ask M. Seguin if you could bring some friends in a box?—I asked if I might have a box, and he said: "Yes, with pleasure," and asked whether my friends were ladies or gentlemen, I said gentlemen, and he said, "Oh no; you come along. We will find a gentleman for you." He said I was to understand that if any of his gentlemen friends wanted to know me I was to go and sit in the boxes with them, and that all the artists did that.

Had these boxes shutters that could be

pulled across the front of the box?—Yes, like venetian blinds.

The whole place, witness added, seemed very funny. There were so many bye-ways which one could get in and out. She went back to the hotel very much upset, and immediately she got in she had a letter from the proprietor of the hotel.

Mr. Vachell said a letter from the proprietor of the hotel could not be evidence.

The Judge said it depended upon what was in the letter.

Witness said the proprietor asked her to leave the hotel as soon as possible because she was engaged at the Casino. She telephoned to the Grand Hotel to Mr. Duddin a gentleman she had known twelve years, and he brought another gentleman, a native of Lincolnshire, who had settled in Buenos Aires. That gentleman was well known in the place, and was brought to vouch for her respectability. They took her to the solicitors to the Consulate, and there, for the first time, she heard her contract read. The solicitor told her she was in a very difficult position, and that £120 or £124, she forgot which, would have to be paid into court to enable her to leave Buenos Aires.

The Judge: Did the solicitor say you must repay the money advanced to you?—The money paid me in advance, my fare money, and so much money which I should have earned if I had remained there.

That may or may not be the law of Buenos Aires, but it is not this contract.

MISS STUART CROSS-EXAMINED.

In cross-examination:—

Mr. Vachell: Have you been to any agents before?—No.

Then you had not much reason to trust them?—Up to date it does not look as if I had.

Were Messrs. Sherek and Braff complete strangers to you?—Yes, but Mr. Cochrane was with them.

When it came to the signing of the contract was Mr. Cochrane there?—No.

Did you ask whether your salary was provided for in the agreement?—Mr. Braff told me I was to have £12 a week.

Did he tell you the sum you would be entitled to receive by way of deposit before commencing service?—He told me I should have a fortnight's money in advance.

Did he tell you 600 francs?—No, he said a fortnight's money, and from that he should deduct his commission.

Were you not sued by Messrs. Sherek and Braff in the County Court for commission?—I did not appear.

Don't you know your solicitors removed the case into the High Court, and that it came on as a counter-claim to the action you brought against Messrs. Sherek and Braff?—Yes.

Did Mr. Braff call your attention to this clause in the agreement: "The artist to recognise that the Apollo Theatre, 22, rue Clichy, Paris, is included in the Seguin tour, and to perform her act there if M. Seguin so instructs her"?—Mr. Braff did not tell me that in so many words, but he made me understand I should go to the Apollo, Paris. He told me at a higher salary.

Then you did talk about your engagement?—Yes, about dresses and songs and that sort of thing.

In reply to further questions, witness said she might have had the agreement in her possession about three weeks before she sailed. She did not show it to her husband, and did not tell him at all until the last moment that she was going up to Buenos Aires. She did

not think she told anybody, and she did not show the agreement to anybody. She never thought about having the contract translated, because she took Mr. Braff's word. Mr. Braff told her he had sent out Kitty Gordon and Ada Reeve, and she thought that was good enough for her. It was not true that she borrowed money on the passage out. She believed that a Mr. Blakeley got judgment against her for £125. That was for money advanced, but not while she was out in South America.

When you sang this song how many petticoats had you?—Seven.

Were you not afraid of shocking the susceptibilities of the South American ladies in lifting them up?—I don't think there is anything in that. You lift your petticoats when you are dancing.

And it was suggested that instead of lifting them you should take them off?—Yes.

If you only did that six times that would leave you with one?—You don't understand. These are not petticoats really. They are supposed to be, but they are really frills on one hand. If I took one off the whole lot would have to come off.

Did that hurt your feelings?—It did not hurt my feelings, it disgusted me.

Witness added that the money paid as a deposit in Buenos Aires was given by Mr. Duddin to a Mr. Mann, another passenger, who really transacted the business for her. It was Mr. Duddin who found the money and paid her return fare.

Do you know that all that was paid into court was 600 francs, the money you received, and 325 francs, which was your passage money?—It is the first I have heard about it.

At this stage the hearing was adjourned.

The hearing was resumed on January 21.

MR. J. S. FOSTER'S EVIDENCE.

James Savile Foster, an actor, of Hill Rise, Richmond, said he had had seven years' experience, and had been on tour in the Argentine Republic. He was there in October, 1907, and one Sunday when he was not engaged in performing he went to the Casino, Buenos Aires, as a spectator.

What do you say as to the character and style of performance?—I consider it was a most disgusting performance.

Can you specify as to the dresses that the female performers wore?—Many of them were in tights, and one notable thing was that they did not wear trunks above their tights. That would not be allowed in England.

As to the cut of the dresses?—The dresses were cut exceedingly low—very *decolleté*. It would not be allowed here.

Did you notice what happened when the female performers had given their performance on the stage? Did they leave the building?—No, I saw a good many of them in front drinking with various people in the boxes.

How were they behaving in the boxes?—As far as that was concerned I could not quite see, because they had lattice-work shutters in front of the box, which gives the occupants of the box a view of the stage, but prevents anyone in the theatre seeing into the boxes.

Is that usual in respectable places of amusement?—I should say not.

The Judge: I don't see what this evidence is directed to. We are not trying the lady's action.

Mr. Dickens: My learned friend has given evidence to show that this place is thoroughly respectable.

The Judge: But what has that got to do with this action? It seems to me you are

taking the opportunity of having the re-trial that the Court of Appeal directed.

Mr. Dickens: I hold no brief for the lady, but my learned friend suggested that we were making false statements with regard to this place being disreputable.

The Judge: If he has done that, of course you have got to prove that.

Mr. Dickens: I don't think we have, but inasmuch as my learned friend is going to the jury on that we are bound to accept the position.

Mr. Jones said that all they were concerned with was the attack on them as agents. If things went on at the Casino that were so notorious that agents in this country ought to know of them, then this evidence might be material; but if Messrs. Sherek and Braff had no reason to think there was anything of the kind, then it was not material.

Mr. Dickens: From what you saw on that evening of the performance and management of the hall, do you think it is a hall in which any artist who valued her reputation could possibly have been?—I should say unquestionably no.

MR. FOSTER CROSS-EXAMINED.

In cross-examination, witness said he had been to Buenos Aires once, and had visited the Casino, he believed, twice, but could not remember definitely because it was two years ago. He did not stay during the entire performance, but left for about a quarter of an hour after a certain turn. He had his wife with him, and the performance was so disgusting that he had to leave. Women and men were singing and dancing.

What language was the singing in?—I am afraid I cannot tell you. I did not understand the language, but it was not the language that the objection was in. If you would like me to go into details, I should be pleased to do so.

Counsel: I am not asking for details.

Some of the lady performers were sitting in the boxes drinking. There was a lattice work, which could be closed or opened at will, and thus prevent one seeing inside the boxes.

After you had taken your wife away, did you go back?—I did, because I was with a gentleman whose guest I was. My wife made an excuse to go home, and I took her. Out of courtesy, I naturally returned with the gentleman who had been good enough to take me. The gentleman was living in the Argentine. He (witness) did not know that some of the leading artists appeared there. In spite of the evidence that was given by certain ladies on the previous day, he still said that no respectable woman could appear there. Witness knew by name the Broadway Girls' Troupe who gave evidence at a previous trial of another case, and he believed they had accepted engagements five or six times at that Casino.

MR. GERALD CHRISTIAN'S EVIDENCE.

Gerald Christian, the next witness, said he was registrar to a public company, and lived at Buenos Aires for twenty years, having left in 1905. He knew the Casino very well.

What was the general reputation of the Casino at Buenos Aires?—That it is a disgraceful place.

Was that well known in the town?—Absolutely well known, and so well known that people at one time were ashamed to say they had been at the Casino. I remember the time at my youth when I was ashamed to tell my mother that I had been at the Casino.

You were able to judge for yourself?—Quite able.

What was your judgment of the character

of the performances?—Disgusting performances as far as the suggestive turns were concerned.

What was the character of the house generally?—It was such a disreputable place that only licensed women went there.

MR. CHRISTIAN CROSS-EXAMINED.

In cross-examination, witness admitted he had not been to Buenos Aires since 1905. Every woman artist who had appeared at the Casino had, in his opinion, lost her reputation as far as Buenos Aires was concerned.

Do you know that a large number of reputable English women have appeared there?—They might have been, but I am sorry for them. There were four halls in Buenos Aires, but the Casino was the leading music hall, though he did not think it was a music hall as was understood in England. It was the leading hall outside a respectable theatre. The four halls he had mentioned were not respectable. There was no respectable music hall, that was to say, halls of various displays.

Witness, after being pressed, said the company he was registrar for was the River Plate Gas Company. He knew the Anglo-Argentine Bank; it was a big commercial concern, but he could not say if Mr. Seguin was manager of it.

Is he one of the most prominent commercial men in Argentine?—I should question it.

MR. G. A. WILSON'S EVIDENCE.

George Alexander Wilson, of Bedford Square, Brighton, a surveyor, said he lived at Buenos Aires from the beginning of November, 1908, till April, 1909, where he went on a visit to his brother. He went frequently to the Casino, probably once a week. The hall was well known in the place.

What is its reputation?—It is more or less considered to be a rendezvous for women of loose character.

For the afternoon performances there was a large board outside the theatre on which was written: "Performance for ladies and young ladies." It referred to the afternoon performance only.

MR. WILSON CROSS-EXAMINED.

In cross-examination, witness said he knew nothing about the Casino until he went to Buenos Aires in November, 1908, except by reputation. His brother, in correspondence, had mentioned that the music halls generally were places to which he would never take his wife. He frequently went to the Casino while he was there.

Although you did not consider it respectable?—There is little to do in Buenos Aires, and one goes simply because other people go.

It was a wicked place to go to?—It was a very wicked place, sir. (Laughter.)

His Lordship: The state of morals out there is very different to that in this country?—There is much more license.

MR. LIONEL CARSON'S EVIDENCE.

Lionel Carson said he was editor of THE STAGE, and the question of agency reform had been very much discussed of late years. They had had it before their readers practically since 1880, and they had advocated it very strongly. The question had also been before the London County Council, who, he understood, were seeking powers in Parliament to introduce a Bill dealing with agents in the coming session. A simple report of the trial of Miss Mamie Stuart's case appeared in his paper.

Had you any personal knowledge of the plaintiffs at all?—No.

Had you the slightest feeling against them?—No; I know nothing whatever about them beyond the fact they were practising as agents. The article complained of was intended to be a comment on the subject of agency reform generally.

MR. CARSON CROSS-EXAMINED.

In cross-examination witness said he knew very little about Messrs. Sherek and Braff.

Do you agree they were a perfectly respectable firm?—I know nothing to their detriment; the supposition is that they were respectable.

You don't put it any higher than that?—No.

Witness said it was customary for reports of legal cases in THE STAGE to go into small print. Personally, he did not write the article, but it was written in consultation with him and with his sanction.

Did you think it fair to write that article without making any reference to what the Lord Chief Justice said? (Counsel was referring to a passage in which the Lord Chief Justice said in his opinion there was no evidence of fraud.)—Certainly.

Asked whether he thought it was fair to sandwich Messrs. Sherek and Braff in between references made in the article, witness said he thought it was perfectly fair as mentioned in the article. He did not interview Messrs. Sherek and Braff before the article was written or make any inquiries about them. The article, or part of the article, was a comment on the contract. In the beginning of the article they were advocating that the Actors' Association should develop their own agency.

MR. DICKENS'S ADDRESS TO THE JURY.

This closed the evidence for the defence, and Mr. Dickens addressed the jury on behalf of the defendants. He said they were defending the action on the ground that they had done nothing but fair comment. He suggested to the jury that it was idle to say that throughout the length and breadth of the article defendants ever suggested for a moment that plaintiffs were a party to such manoeuvres as were suggested. Referring to the contract, counsel suggested it was a very unfair contract to make. But where in the article was there any comment whatever in which the defendants suggested for a moment that the plaintiffs were a party to any of what they called the "white slave trade." They were dealing with the whole question generally. Referring to the passage in which it was stated that when Miss Stuart landed she was met by an agent of the theatre, who informed her that rooms had been engaged for her, etc., counsel said defendants did not suggest that plaintiffs had anything to do with that. While a lady might be defended here, she ran a risk of being insulted when she went out there. With regard to "manoeuvres by plaintiffs" there was not a word suggested. If they read the article by any light of ordinary common sense it was only straining language to try to find a meaning which did not exist in any shape or form. There was not a breath of suspicion in that part of the argument. If people wanted to do something good for the public, said counsel; if they believed in what they were writing, they must hit hard—hit fairly, but hit hard. They were entitled to hit hard so long as they did not libel anybody, or go a step beyond limits. He contended that the suggestion of the plaintiffs was perfectly ridiculous and idle, and that they could not possibly attach such a meaning to the article. The only real mention of the plaintiffs' name was in connection with the contract. He

thought the jury would agree that *THE STAGE*, in taking up that matter, had been actuated in the public interest and for the benefit of the public entirely. And they published the article only with a view of furthering what they considered was a good object, and in publishing it they were actuated by no kind of feeling or malice whatever.

MR. JONES'S REPLY.

Mr. Jones addressed the jury on behalf of the plaintiffs. He said if they thought that the article meant that the plaintiffs were concerned in the abominable trade referred to, then it was an absolutely undefended action. It was admitted that they were not dealers in that white slave traffic, and it was admitted that they were respectable agents. So if the jury thought the article meant what the plaintiffs said it did, it merely became a question of damages. The paper was engaged in advocating agency reform, a perfectly worthy object, and he said nothing whatever against it. The article went on to say that legal powers were wanted, and suggested the cancelling of the license and imprisonment for malpractices, etc. If the plaintiffs were respectable agents, why should they be sandwiched in the article. There was no need to mention the plaintiffs any more than any other agent. They said in the article there was a sinister side to agency work, and then said: "We make no comment on the action in which Miss Stuart was awarded damages." They did not tell their readers that the Lord Chief Justice said there was no evidence of fraud against plaintiffs and very little of recklessness. Referring to the contract, counsel said that not a single complaint had ever been made to Messrs. Sherek and Braft in regard to the conditions of the contract. Miss Stuart did not complain about it at all, but her legal adviser, with good ingenuity, discovered that something might be made of it, and then they talked about the contract. He (counsel) asked what was meant by the sentence, "But our information is that this is one of the manoeuvres by which English and other women are trapped into bad houses." Did that not mean that there had been an attempt to trap Miss Stuart into a bad house, by virtue of that manoeuvre? The jury knew that Miss Kitty Lord herself was met by an agent and taken to rooms, perfectly respectable rooms, in regard to which there was no cause for complaint at all. He (counsel) should imagine that if the Casino was a respectable theatre it would be a very natural thing when foreign performers were coming for them to be met in that way. Miss Stuart took alarm, thought there was some ulterior motive, and refused to go. There was no evidence to say that Miss Stuart was at all terrorised or victimised or subjected to anything which foreign actresses coming into one of our music halls might not be subjected to. Did they not find over-dressed men round our music halls also paying attention to our actresses? Taking the whole question, he thought the jury would come to the conclusion that the newspaper had gone too far.

THE JUDGE'S SUMMING UP.

Mr. Justice Channell: Gentlemen of the Jury, this is an action of libel upon the plaintiffs. A good deal has been brought in here which is no doubt very material to the action of Miss Stuart—Mrs. Danks is her real name, Miss Mamie Stuart is her stage name—when that action is again tried, if it should be tried. It has been tried once, and something happened which led the Court of Appeal to think that the result was not satisfactory, and it stands over for a new trial. It may be

after this is fought that action may be settled; it seems to be a pecuniary matter between the parties rather than this, which is a matter of character, and it is possible that may never be tried again, but at any rate it has not been tried. You must try and keep your attention to the matters that are material in this action. I cannot help thinking that there have been a good many things introduced which are only material to the other action. It is natural the two being mixed together that they are mixed here, but we have to consider the real questions in this action. It is an action for libel, and a libel means something that is in writing, as distinguished from slander, which is verbal and different in some respects. A libel is something which is published of another which is disparaging to him. The stock definition is something which holds up a person to hatred, contempt, or ridicule, and it means anything that is defamatory, which is using another word I shall have to explain. That is a legal word; it means something which makes an imputation upon the character of another person, anything that makes people think the worse of him or depreciate his character—that is a libel, provided it is published in writing. The question whether a particular document is a libel or not is entirely a question for a jury. In most cases of dealing with written documents, written contracts, and so on, the meaning of the written document is a matter for the judge to consider and not for the jury. It is dealt with as a matter of law, but the meaning of documents for the purpose of seeing whether they are a libel or not is a question for the jury and not for the judge, to be dealt with as if it were a question of fact and not of law; and it is for the jury to judge whether or not any particular document that is complained of—in this case the article in *THE STAGE*—is a libel in the sense I have endeavoured to explain to you: something that makes an imputation upon the person complaining of it. There is no doubt an explanation of that exception to the ordinary rule of construing written documents and giving it to a jury and not to the judge, and it may be because it is a matter in which it is desirable that somewhat broad views should be taken, and a jury are more likely to take broad views of the true meaning and effect of a document than a judge, who is apt to spell out particular literal meanings upon the exact meanings of the words, which it is his duty to do in the matter of contract. It is, therefore, left to a jury in these cases of libel to decide what is the effect of the document. The next point is that the meaning of a document is the meaning which persons reading it would put upon it. It is not the meaning that the writer meant it to have, because a writer may be either so careless or unfortunate in his language as to express himself in a way he did not intend, but which other people would assume he did intend; but the meaning that is to be put on the words used is the meaning that ordinary persons of reasonable intelligence would put upon those words. It is the effect of the words and not the intention you have to consider for this purpose—whether it will do harm to anyone else.

You will have, therefore, to consider whether this publication which is complained of is a libel upon the plaintiffs. I will read it to you presently, but I will explain the question to you exactly so that you can form your own judgment as to it. The question you will have to consider upon the question of whether this is a libel or not—which is one of the questions, and an important question for you to consider—depends upon the mean-

ing you put on these words, and whether you consider it flows a really serious imputation, not something trifling, upon the plaintiffs' character. There are two matters which have to be dealt with and considered separately, which it is said throw an imputation upon the plaintiffs' character. First of all, it is said it throws an imputation upon them in their business, and in reference to the way they conduct their business; their competence in the business, or the care with which they do business. It is suggested that they did not do their duty to this lady, and procured her to sign a contract which no respectable agent would get an artist to sign. That is an imputation upon them in the way of their business, either of carelessness, incompetence, or something else, but clearly an imputation upon them in the conduct of their business, that they did not do their work as theatrical agents in the way they ought to have done and as competent agents would do. That is one imputation suggested. Then there is a different and it seems to me perhaps a more serious imputation, not upon them merely in their business character, but in their character as men of honesty—a suggestion that they are parties to what is alleged goes on, and I am afraid does go on—a practice of sending women abroad for immoral purposes. That is a serious imputation upon them as men, apart from the way they carry on their business. Those are the two substantial imputations it is suggested are made against the plaintiffs by this libel. Presently when I read this libel you will consider whether either of those is made out.

One has to consider some other propositions about the law of libel and what defences there may be to it. Anybody is at liberty to comment fairly, and fairly means honestly in that definition; it does not mean correctly, it means honestly—anybody is at liberty to comment upon matters of public interest; and a publication, even if it is of a character to make imputations upon individuals, yet if it is nothing more than a fair, that is an honest, comment upon matters of public interest, cannot be made the subject of an action for libel. If a person is unfortunate enough to have an imputation cast upon him in that way he must put up with it. It is unnecessary to give illustrations of what is meant by that; they are all quite familiar to us—cases in which there is a right to comment upon obvious matters of public interest, comment which no one can say is dishonest, yet which involves the making of somewhat serious imputations upon individuals. Such cases are common and well understood, and one of the questions you have to consider is how far this articles comes within that protection, because although it does make imputations upon the plaintiffs, yet if it is nothing more than fair comment upon matter of public interest, then the plaintiffs cannot maintain any action upon it. But, of course, you must not invent your facts and then comment upon them. If what you say is true, if the facts that you allege in something that is said to be a libel are in fact true, then you have an answer. No action can be maintained for libel if the statements in the libel are true. There is no doubt upon that as a matter of law. One often hears about an old maxim, "The greater the truth, the greater the libel." It is a maxim you have heard of, but so far as civil proceedings for libel are concerned it is a mistake. As a criminal libel (because a libel may be the subject of criminal proceedings) it stands on a different footing, because it is based on the probability of a breach of the peace, and is judged by different considerations, and for that purpose there may be circumstances

where the things are true, and yet they may be the subject of proceedings for libel. In defending yourself from criminal proceedings you have to show not only that the thing is true, but that it is for the benefit of the public it should be published. Different considerations apply to criminal libel, and so far as that saying we have heard of, "The greater the truth, the greater the libel," is concerned, it is rather misleading when you talk about it or think of applying it to civil actions for libel. In a civil action for libel it is an absolute defence that the matter was true. The defendants in this case have pleaded that which is permissible in the present rather lax system of pleading we have got; they have pleaded the usual plea—namely, that so far as their allegations are matters of fact they are true, and so far as they are matters of comment they are fair comment. That is a plea which is allowed according to our present procedure, but it is always rather a difficult thing to deal with, because the difficulty in these cases is to see what is exactly an allegation of fact and what is comment. So far as the law is concerned you will understand, as I read this article to you, that when you come across any assertions of fact which are derogatory to the plaintiffs, then the question will be whether the defendants have shown to your satisfaction that those allegations of fact are true; but when you come across in reading this any allegations which are not allegations of matters of fact, but are in the nature of comment, then the question will be whether those are honest comment. I say this will be the question, because I think there cannot be much doubt in this case that the matters, so far as they were commented upon, were matters of public interest. This question of there being a system of people sending women abroad for immoral purposes clearly is a matter of public interest. There can be no doubt about that. It is desirable that should be commented on, and that the comment should be of a nature to put a stop to it. That is, therefore, undoubtedly a matter of public interest. Again, a portion of what is commented on is an action which had been tried in the courts, upon which a verdict had been given, upon matters which were not purely matters between individuals, as to whether one person owed another £25, which only concerns the people themselves as a rule, but it was an action which had been tried raising questions some of which, at any rate, were of public interest. That action and that report is clearly in itself a matter of public interest, and can be commented upon. It would come within the matters of public interest upon which fair and honest comment—fair comment is honest comment, and must be honest in order to be fair—would be permissible so far as an action for libel is concerned. When proceedings are not over, when proceedings in a court of justice have taken place but are not concluded, then any person taking upon himself to comment upon the proceedings must take great care that he does not subject himself to a different kind of peril from an action for libel, because if he comments in such a way as to prejudice the fair trial of the part of the proceedings that are not yet over he is liable to be proceeded against for contempt of court. It is permissible, so far as the parties are concerned, to comment fairly upon anything that has taken place in the public court, but it is not permissible, if the proceedings are not yet over, to comment on it so as to prejudice the fair trial of that which is yet to come, the future part of it. The defendants, as newspaper proprietors, were obviously aware of that, because they say, "We make no comment on the case in which Miss Stuart has

been awarded damages, as the case may possibly go to appeal."

The reports had shown it was probably going to the Court of Appeal; there had been an application for a stay of execution, and expressions by the Lord Chief Justice as to his view of the verdict, which would lead anybody to say that the case was going to the Court of Appeal, and it did, and consequently the defendants were careful, or tried to be careful, at any rate, to confine their comment in that case, so that they could not be said to be doing anything to prejudice the appeal and the future proceedings in it. But it was a matter of public interest upon which, so far as the parties to it were concerned, it was, in my judgment, admissible to comment, provided the comments were fair; but then, of course, the comments must be fair comments upon the true facts that had, in fact, taken place. If you misrepresent or misreport the case and the effect of the case, then, having started and so created an erroneous state of facts, you are not entitled to comment on that erroneous state of facts as if true, and then protect yourself under the plea of fair comment. So that you have to consider in this case whether there was anything inaccurate in this statement about what had taken place at that trial, because, if there was, it would destroy the foundation for the fair comment, which otherwise would not be actionable.

Those, gentlemen, are the matters to which you have to draw your attention—I hope I have made them clear—in considering the question whether this publication was a libel upon the plaintiffs, for which you will have to consider the two different imputations, which are the main things relied on—I am not sure they are not the only ones, and I have endeavoured to put it in a form so that you can easily deal with it—incompetence or carelessness of some kind as theatrical agents, and, secondly, connivance at immoral practices. You will have to consider whether these are made by this article; if not, there is an end to the action. It is no libel but for these things. If they are made, have the defendants an answer either because what they say is true in fact or because they are merely commenting upon facts which are true, because then the fact that those comments do, unfortunately for the plaintiffs, make imputations upon them, will not entitle the plaintiffs to bring an action in respect of them.

Those being the points, I will just go through the alleged libel, and you will see, taking a broad view of it, whether it does make those imputations which are complained of, and, if it does, whether those imputations are justified. It begins with "Powers are wanted." You will recollect that is one of the matters of public interest upon which comment is justifiable, namely, this question of whether theatrical agents should be registered or licensed so as to exclude from the practice of that business persons who are not of a character to get the license or to become registered, whichever it is that is necessary. It says: "Powers are wanted—legal powers, that is—by which all agency work shall be open to official inspection, and by which penalties of fines, cancellation of license, and imprisonment shall be imposed for malpractices, whether minor pilfering of fees or worse offences." That is a general statement, and a perfectly legitimate statement. Opinions may differ as to whether those powers are wanted and do good or harm, but it is a legitimate opinion for anybody to entertain, although it is of a general character. Then you have to consider, later on, when names are introduced, whether the substance of the meaning is that

these persons who are introduced are guilty of the malpractices we have referred to in general terms, and whether powers are wanted. That is the suggestion made on the part of the plaintiffs. Then it goes on: "There is a sinister side to agency work—or so-called agency work—that cannot be under too strict surveillance. We make no comment on the case in which Miss Mamie Stuart has been awarded damages, as the case may possibly go to appeal; but, in our opinion, no respectable agents should associate themselves in any way with a contract such as this unfortunate artist signed." Then it goes on to describe apparently that contract which she signed. "She bound herself to go anywhere in South America that she was sent: to return, on pain of arrest, the passage-money that had been advanced to her to travel to Buenos Aires: to forfeit her dresses to the management if she broke the contract," etc. That is a different matter, and that is what they say was the contract she signed, and that no respectable agents should associate themselves in any way with a contract such as that. That is what is complained of by the plaintiffs under what they call the first head—namely, impropriety as theatrical agents. For that purpose we have to see this contract that the lady did sign, and how far, if that is a fair description of it for the purposes I have explained, the allegations of fact are true upon which the comment is based.

I must say I think you and I have not been very fairly treated about this contract. Here is a contract, in French, and some of us, one of you has a certain knowledge of French, and I daresay the others a very little, and the learned counsel for the defendants has a very good knowledge of French, and I have some knowledge, and between us we are able to make something of this contract without the assistance of an interpreter, but we have an interpreter of the kind that parties so very often bring us, and who really are not the proper people to be brought. We have had, no doubt, an extremely good French scholar, but he is not a decent English scholar, and I have had a translation here—I will read you some parts of it—which anybody can see wants translating into commonplace English as much as anything else, and consequently we have not really had all the assistance that I think a jury would say they ought to have. We have had no agreed translation. We have had a translation made with the assistance of a shorthand writer by a gentleman in the box which is very likely literal, but a literal translation is not what you want; you want a translation which will give you the really corresponding English meaning of it. The true contract was that she should give her services in any one of the music halls in South America which are specified at the top of the contract, and there they are, and there are others besides this Casino at Buenos Aires, although that comes first. The effect of the contract was undoubtedly that she should give her services for the time named there in any one of those places, and that being so, the contract, in one case being the contract for a place in America, says she is to be ready to start to any part of South America to which she is sent. That is the foundation for the statement that this begins with, "She bound herself to go anywhere in South America that she was sent." The lady told us she did not understand that, and that will be a very material matter, very probably, if that action of hers against the present plaintiffs is ever tried again, but it does not seem to me that we have anything to do

with that. That is not what they are saying now. They do not say here the plaintiffs, Messrs. Sherek and Bräff, were not respectable or proper theatrical agents because they failed to give the lady a satisfactory translation of this contract which she entered into. That would be a very important matter to consider between the parties when that action should be tried; and as it is not tried I shall certainly try not to express any opinion one way or the other upon whether they were right or wrong with reference to it, but it is not the thing that is said. What is said here is, You ought to have prevented her entering into such a contract at all; nor you ought to have explained more than you did the contract which was entered into. That, therefore, does not form a material part of this action in any way, but the question is whether this contract, which they understood if she did not, is one which they ought to have advised her not to enter into. That is what is said here—that no respectable agents should associate themselves in any way with a contract such as this unfortunate artist signed—she bound herself to go anywhere in South America she was sent. That is a correct statement in general terms in the way I have explained to you. "To return on pain of arrest the passage money that had been advanced to her to travel to Buenos Aires." There is not a word in the contract as translated, or as any of us who know French can see, about the arrest. The arrest comes in, if it does at all, by the law of Buenos Aires. There is a clause in the contract as to a sum which was to be given to her before she started by way of deposit in her hands, and if she did not account for that, then that was deemed to be a breach of trust. I think I am giving you a more correct expression than the translator. I will read the translation such as we have got of those clauses. Mr. Seguin binds himself to give him—it is "her" here in this case, but this is a common form of contract, and it reads "To give him," but I will read "her" instead of "him" to make it more intelligible—"to give her at the time of her departure a deposit and as a constituted guarantee to the execution of the present contract on the part of Mr. Seguin the sum of 600 francs. This sum, which is only given as a deposit of guarantee, shall be restored in specie, in cash, by the artist directly after the first month of the execution of the present contract under pain for her to be liable to legal responsibilities indicated in Article 19 of the present contract." That is the translation into what is supposed to be English of this French contract. "As a constituted guarantee," it says, but if anybody put that into intelligible English he would say "as agreed security for the due performance of this contract," and it was to be a deposit, and it was given only by way of deposit, to be restored in cash directly after the month of the execution of the present contract. It was, in fact, in money half the sum that the artist would receive at the end of the first month, so that in substance that is a provision that half the first month's salary is to be given to her before she starts, by way of deposit which she is to account for, and to account for in cash. In that I do not think there is anything very unreasonable. Anybody going out would want, besides their passage money being paid, money for use on the voyage and possibly before they started, and so on, and it would be a natural thing to advance a sum equal to half the first month's salary, and say you are to account for that in specie at the end of the first month when you receive a salary of double that amount. There is not much to complain of in that, and as

between Mrs. Danks and the plaintiffs probably they may have been right in saying that is a common form of contract, but whether they were right or not is not the matter in dispute.

The other matter in dispute that is supposed to introduce the arrest, and no doubt did introduce the power of arrest, I should think is this. Clause 19 says:—"If the artist be in default in any one of the articles of the present contract after the date fixed by Article 2 the present contract shall be annulled of full right"—this is again supposed to be English—"in favour of Mr. Seguin, and the artist shall be bound to pay him immediately as compensation a sum equal to two months' salary and the amount of her tickets for passages from Europe to South America if they have been utilised." That is one thing that is complained of in this contract. It is not a matter expressly mentioned.—Yes, it may be so far as the passage money is concerned. I think it is. It begins by saying, "If the artist is in default." There does not seem any particular ground for complaining of that. Then it goes on in a separate sentence: "Moreover the deposit or guarantee stipulated in Article 10 shall be immediately restored"—"immediately," and the effect of that is that it is to be restored if the artist is in default before the end of the first month. It had already been provided it should be restored at the end of the first month, but the word "immediately" means if there is any default within the first month then instead of waiting till the end of the month it is to be restored immediately. "Moreover, the deposit or guarantee stipulated in Article 10 shall be immediately restored, in default of which the artist recognises that he renders himself capable of abuse of confidence and of embezzlement of deposit." That is again the translation which is supposed to be English. I think one can easily give you a much better translation than that. "Abuse of confidence" is obviously that which we know in this country as quite a familiar expression of breach of trust. "Embezzlement of deposit" may be correct; I do not offer any opinion upon that, or suggest to you words that are more appropriate. I do not think the French conveys quite that idea, but that is the evidence before us that that is what those words mean. That does not say anything about arrest, but we have had this evidence from the lady, that she was recommended to certain solicitors out there—to the British Embassy, I think—and they told her that which I have not the slightest reason to doubt is true, because I think it is the law of most foreign countries, and to a certain extent it is our law, that a breach of trust, being a fraudulent breach of trust, would render her liable to arrest. I think very likely that is the law of Buenos Aires—at any rate, we have so far evidence of it—those solicitors are supposed to have advised her of that, and we have no evidence to suggest the contrary, and there is every probability of it. Then it is said she was bound to deposit, and did in fact deposit, £120 before she could leave the country. That is referred to later on. As to that, I darsay that is correct. It was not by reason of anything that was in this contract, because 600 francs is not £120, and that is the only matter that this contract provided should be treated as a breach of trust. It may well be the law at Buenos Aires that a person against whom a pecuniary claim is made may not leave the country without giving security. I darsay it is. I think that is the law in foreign countries. To some extent I believe it is the law in this country. There is a process under which a person who owes money

may be restrained from leaving the country by a writ of *ne exeat regnum*, and it exists in the law of this country still, but it has been reduced, perhaps fortunately, in its applicability to circumstances which never occur, and it is practically obsolete; you cannot practically get such a thing. I think in my experience as a judge I have been asked for it once, and I did not grant it. It is a process that exists in many foreign countries. I daresay effectively in many countries, and a person against whom a claim is made cannot get leave to leave the country unless he gives security for the claims against him. That may be the law of Buenos Aires. You will have to consider, is there anything, not a mere technical inadvertence, but anything substantially incorrect in that statement of the contract. If there is, and the defendants have made such a mistake as that, then they are in some difficulty in this case. If, on the other hand, that is a substantially correct statement of the contract then there is no difficulty of that kind. There was another matter which I suppose I ought to read to you in this article. It goes on to say: To forfeit her dresses to the management if she broke the contract. The foundation for that is a clause which one has to look at. This contract is in a printed form, and we all know that printed forms of contract are used in many trades and businesses, and when they are used they ought to be altered to fit the circumstances of the particular case for which they are used, but they very often are not. I do not know whether any of you have anything to do with such a subject as marine insurance, but in a policy of marine insurance nine-tenths at the very least—probably a larger proportion—of the words are absolutely inapplicable to every contract that is entered into. The operative part of a contract of marine insurance is either in a very few words put into one of the blanks, or more often than not, in the margin, altogether outside the document, and there is an ancient form of ancient language which is kept up, and there are conveniences in doing it because it has been interpreted by the Court over and over again, but the greater part of the thing is absolutely inapplicable. When a contract like that comes before the Court they say that is common form, that is inapplicable, and it is treated as surplusage. Marine insurance is perhaps the most conspicuous case of it, but there are many other things: bills of lading are about the same; they put in every conceivable sort of thing, including damage which could not happen to the goods, and such forms of contract are often used, but they are very embarrassing. The correct thing for a careful draughtsman is to put his pen through the parts that are not applicable to this case. You will recollect that this form is used for all sorts of people to perform at the Casino, including people who take a troupe of performing animals, who perform upon a trapeze, and require a net to be put in in case they fall, and that sort of thing, and it has a clause in it that the person engaged is first of all—it comes in under the clause about the transport of baggage—to have the right to have his or her baggage transported free, and so on, and he or she is to have ready and in good state all the necessary material to the execution of his work. I should have translated that as I did before, "performance." "Execution" does not convey the idea—"costumes, accessories, carpets, notes of security"—"nets" that should be; in my copy it is "notes"—that means the nets that come under the trapeze—"complete orchestrations"—what that is I do not know—"etc."

A Juror: The band parts.

Mr. Justice Channell: "This material shall remain stored in the establishments in the Tournée Seguin as a constituted guarantee to the execution of the present contract on the part of the artist, and shall be taken by him once the engagement shall have expired and duly accomplished." That is not very intelligible English, but I think we can see what it means, and anybody who knows a little French can translate that clause into intelligible English quite easily. The material, which is to be conveyed by the management free of cost to the artist, is to remain in their care, and that they are to have what we should call a lien upon it for the due performance of the contract, so that, if they have a claim upon the artist when they have got the artist's animals and these other articles in their custody, they are not bound to give up those articles to the artist until he has paid them any claim they have against him. That is what that clause means. It does not say they are to be forfeited to the management, but that, being things which will be in the custody of the management, the management are to have a right to retain them as a guarantee for the due performance on the part of the artist. That is a clause in this contract, and it could only apply to this lady so far as it has the word "costumes" in it, and I think it would have this effect. If she put her stage dresses into the baggage which was in the custody of the management when she went on tour in these journeys, then those stage dresses which she had they would have a lien upon, and have a right to retain if they had a complaint against her for breach of contract on her part, and they would have a right to detain those dresses until it was satisfied. That is the effect of that clause, and probably it would have very little application to her, because most likely she would have had very few dresses. She said she should take only simple dresses, and she would put those dresses amongst her personal luggage, and the management probably would not have possession of them, and probably would not have this power of lien. That is what that clause is. I am taking you at considerable length; I am afraid I cannot help it, but so far that is what the contract is, so far as we understand it from this imperfect translation. There is what the defendants say about it, and upon which they found their comment that no respect ble agent would associate himself with such a contract as that. Is that a true statement of fact? If a true statement of fact, is it a fair and honest comment on it that they make? If on both those questions you find for the defendants, then, even if it does convey an imputation upon the plaintiffs, it is not actionable. If, on the other hand, it does contain an imputation upon the plaintiffs, and the facts alleged are not correct, or if the facts alleged being correct, still the comment is unfair in the sense of dishonest for some ulterior purpose—I do not know how it could be suggested here—fair does not mean such as you yourself would make; it means an honest comment, a fair comment to make because it is honest comment—if those matters are made out by the defendants, that it is true so far as the facts are concerned, and the comment is fair, then the defendants are not liable; but if, on the other hand, it does make an imputation, and those things are not made out, that it is false so far as the facts are concerned, or unfair so far as the comment is concerned, then the plaintiffs do make out their action.

The rest of the libel rather goes to the other imputation suggested to have been made against the plaintiffs of being parties to immoral traffic. "When she landed she was met

by an agent of the theatre, who informed her that rooms had been engaged for her, and that she must go to them." This does not state that the plaintiffs knew that anything of the sort would take place or that they met her. They did not; they were over here. Therefore it is for you to consider whether this makes any imputation upon the plaintiffs. That is the main defence as to this. Mr. Dickens said we are only discussing things which take place. We are not saying necessarily it takes place in this case by anybody, but if we say it took place by anybody we say it took place by the people on the other side and not by the plaintiffs, and we do not say that the plaintiffs are responsible for it. That is the matter you have to draw your attention to mainly in connection with this part of the case. "When she landed she was met by an agent of the theatre, who informed her that rooms had been engaged for her, and that she must go to them. What the purpose of this last requirement was in this case we do not know, and offer no opinion about it, or about the agent or his principal, or about the rooms. But our information is that this is one of the manoeuvres by which English and other women are trapped into bad houses, and in those houses, in a strange country, are wholly without protection and often subjected to violence." That seems to mean she was met; in this case she was invited to rooms engaged for her. We do not know whether they were good rooms or bad rooms; all we know is that is the way very often women are entrapped. Does that make any imputation upon the plaintiffs in this case? In the first place it relates to matters that took place in Buenos Aires and not here, and in the next place it is making a statement which probably is true: That is the way in which these things take place. So far, therefore, it is difficult to see what there is to complain of. Then it goes on: "We understand that Argentine law does not sanction arrest for breach of contract." I daresay they are right about that. Breach of contract and fraudulent breach of trust are different things, and in all probability it does sanction arrest for fraudulent breach of contract. It goes on: "Arrest is simply a threat to terrorise a stranger—and a woman—into a compliant state. Miss Stuart was not of the stuff to be easily victimised, but she was induced to pay £124 into Court in order, as she supposed, to be free to leave the country." That seems to be founded on a misapprehension of the facts, because nobody connected with the theatre or nobody who could by any possibility have had any part inducing this lady to become immoral had anything to do with this payment into Court. The payment into Court arose from her taking the advice of friends whom she had gone out with and getting introduced to the solicitors to the Embassy, and they telling her unless she paid £124 into Court she would be liable to be stopped leaving the country, which very likely is a correct statement of the law, but it was not put to terrorise her; quite the contrary—it was by the people who were helping her. Mr. Seguin, nor his agents, nor the overdressed gentleman, nor anybody else, threatened her with arrest, and that looks as if there was some mistake of the facts by the people who wrote that; but does it affect the plaintiffs or charge the plaintiffs with anything? If it does not it is immaterial whether the facts are right or wrong. Then it goes on: "But she was induced to pay £124 into Court, in order, as she supposed, to be free to leave the country. If Messrs. Sherek and Braff do not know the standing of the different halls in Buenos Aires, nor the laws there, then, in

our opinion, they are not fit to act as agents for engagements for that country. There are respectable theatres and halls in Buenos Aires, as there are other places of amusement notoriously disreputable; and it is the duty of any agent to ascertain exactly the sort of house to which he is sending his client. It is his duty also to see that the contract does not contain disgraceful conditions." What is the meaning of that? Does that mean that Messrs. Sherek and Braff did let this lady sign a contract which did contain disgraceful conditions? If it did contain disgraceful conditions they must have known of it, because they understood French, although she did not. Therefore if the conditions of this contract are disgraceful conditions, is this an allegation that they did that? Of course, that is rather a serious imputation upon them; but the first part of the thing about the respectable theatres goes to the other part of the case, as to the immorality, and the suggestion is that Messrs. Sherek and Braff ought to have known about this hall. We have had a good deal of evidence—apparently reliable evidence—to show that in point of fact the performances in this hall are not things that would be allowed in this country. Very substantial evidence, we have had, I think, on the part of the defendants. We have had evidence of other people to show that they have seen respectable performances there. We will hope that there were some respectable performances, at any rate; but that does not negative the fact that there was a good deal that was not respectable. It goes to an important part of this case, because the witnesses for the plaintiffs were people who had been sent out there, and who came back and did not make complaint, and, so far as Messrs. Sherek and Braff are concerned, it is far more important whether they knew, or ought to have known, the character of this house than what the real character was. If they had sent ladies there, and those ladies made no complaint, it would be natural for them to send other ladies, although in point of fact the house may be, in fact, that which the defendants' witnesses say it is. The important point is whether the plaintiffs did know that, or whether they were careless and negligent in not knowing it, and those are the suggestions made in this libel. You have heard the evidence about that one way and the other. I do not think it is your duty to make up your minds definitely whether this was a respectable house or not. The real question is, Did this libel make an imputation upon the plaintiffs in respect of that matter, either by saying that they sent this lady there when they knew it was not respectable, or by saying that they sent this lady there when they knew it was not respectable, or by saying that they were careless and negligent in their duty in not finding out that it was what it was. If it made either of those imputations upon the plaintiffs it would be, *primò facie*, libellous—that is to say, it would be a matter which does make imputations upon them.

Then the question is, Have the defendants justified that? Have they proved, so far as they made statements of fact, that those facts were true, and, so far as they made comments, that those comments were fair comments upon a matter upon which they had a right to comment?

I think I have now nearly gone through it all. The rest of it is entirely general. It does talk about pests, and a scandalous case in Egypt and somewhere else, and uses strong language about agents guilty of these malpractices. The complaint of the plaintiffs is: True, in these matters you do not mention

me and say I was a pest, and you do not say I was responsible for sending the lady out to Egypt; and it is not suggested they say that, but what the plaintiffs say is this: You introduced our name into the middle of this article, which does make these strong allegations against agents guilty of malpractices, and the effect of that would be to lead readers to understand that they meant to impute those malpractices to us. That is the question for you; considering the whole of this article, looking at it in a broad way such as I think juries are in the habit of looking at questions of libel, and in a way I am pretty sure they were meant to look at it when I said the duty was given to them and not to the judge of construing the words used; looking at it in a broad way, would readers understand from this that the plaintiffs are charged with being guilty of these malpractices? If they would, then it is a libel which the defendants have to justify, and then the question will arise, Have they justified it in the way I have said? Those are the matters you have to consider in reference to whether this verdict has to be for the plaintiffs or for the defendants. I have endeavoured to make them quite clear by going through it.

There is one other word I want to say. I generally say it earlier in a case, but I am here saying it at the end, I cannot help doing it; that is, as to the matter of damages. Do not understand because I am winding up about the amount of damages that I am of opinion the verdict ought to be for the plaintiffs. If it is to be given for the defendants you do not want to mention damages. It is your province to decide the facts, and if I have expressed any opinion on the facts it has only been for your assistance I have given it; and you are not to be governed by my opinion, it is a question for you to decide. If you find for the plaintiffs the proper damages are such a sum as would compensate the plaintiffs so far as money can compensate them for the injury to their reputation. It is difficult to assess a person's reputation in money. Where a serious imputation has been made, to mark their sense of it and to put the plaintiffs right the jury give substantial damages, but the damages are entirely in the discretion of the jury. They are what is called at large, and the jury are entitled to take into consideration the conduct of each party in the matter. To give an illustration, where there is a case in which the jury think that the plaintiff has been libelled and the libel has not been justified, yet if they think that the conduct of the plaintiff has been such as to bring the matter upon himself, using popular language they say, "It served him right," the jury will diminish the damages and sometimes cut them down to a very small sum indeed. It is legitimate to do that where the plaintiff has so behaved as to bring the matter upon himself. That is one matter they may take into consideration. Another matter is the conduct of the defendant, it may be such as to greatly aggravate the matter. Where the defendant has been spiteful and malicious and intending to injure the plaintiff, then the jury may give increased damages by reason of such matters as that. They may take into consideration the conduct of all the parties and deal with the matter generally in their discretion, and give what damages they think meet the case. The rule at the bottom of it all they have to consider is that they should give such damages to the plaintiff as will put him right and compensate him for the imputations which the jury think have been made against him without justification. So many things enter into the consideration of damages that,

while pointing out those considerations to the jury, one can only say that the damages are for the jury to give according to their view of the justice of the case. I have had to end up with the damages, but do not understand I mean the verdict is to be for the plaintiffs because I end with the damages. The serious question for you is whether a verdict is to be given for the plaintiffs or for the defendants. If it is for the plaintiffs it is to be with such damages as you think right under the circumstances.

JURY DISAGREE.

(The jury retired at 1.8 p.m. to consider their verdict. At 2.35 p.m. a message was sent to his Lordship.)

Mr. Justice Channell: The jury say they regret they cannot agree, and there is no probability of their doing so. I do not know how long you suggest I shall keep them, or whether I shall have them in and ask them any questions. They do not say anything about the majority and do not ask any question about it. They simply say, quite properly, that they are not able to agree, and that there is no probability of their doing so.

Mr. Edwards (for THE STAGE): If it were merely a question of one dissentient we would agree to his withdrawal.

Mr. Justice Channell: What do you say, Mr. Jones?

Mr. Jones: I did make that suggestion, but my client says he would rather I withdrew it.

THE JUDGE'S REMARKS.

Mr. Justice Channell: Very well. It is contrary to the usual practice, but that is for you to judge. It is generally considered the defendant would never agree, because a disagreement is a victory for him, but a plaintiff would always agree. That is the usual view at the bar. If your clients differ from that they are quite at liberty to do so. However, the jury may be equally divided for anything I know. You do not agree to take a majority and do not wish me to ask anything?

Mr. Jones: No, my Lord.

Mr. Justice Channell: I am sorry. It is a misfortune to the parties if the jury cannot agree. I cannot help it.

[A new trial was entered by the plaintiffs, Messrs. Sherek and Braff, who however, did not proceed with it.]

COSTA v. LONDON MUSIC HALL, LIMITED —UNSUCCESSFUL CLAIM FOR DAMAGES FOR EJECTION.

In the Shoreditch County Court, before Judge Smyly, K.C., and a jury, Solomon 24 Costa and Kate Costa, his wife, of 109, Whitecross Street, E.C., general dealers, were the plaintiffs in an action to recover from the London Music Hall Co., Limited, of the Shoreditch Empire, £15 15s. damages.

Mr. A. E. Robinson appeared for the plaintiffs, and Mr. Louis Green was counsel for the defence.

PLAINTIFFS' CASE.

In opening the case for the plaintiffs, Mr. Robinson said the claim was for damages for an assault which took place under the most aggravating conditions on the night of September 25, 1909, and for the return of moneys paid for admission. On that night the plaintiffs and a friend, Mrs. Cohen, went to the second house at the Shoreditch Empire. They paid 1s. each. For that they understood they were to have a seat, but on getting in they found a big crowd and no vacant seats. The standing accommodation was so bad that plaintiff could not possibly ask his wife and friend to see the performance out under such condi-

tions. He was willing to pay extra for a seat, so went to a liveried servant, who advised him to go to the bar, where he could get a transfer ticket to the orchestra stalls at a cost of 6d more. He had just paid his 1s. 6d. when someone shouted "No transfers." Mr. Costa then went to see the manager, who informed him that he was sorry but there were no transfers. He then asked for his 3s. back, and then when that was refused, as the manager said there was a notice up that no money was returned, he asked for a receipt for his money, so that he could take the matter further, whereupon the manager told the attendants to put him out. He was then forcibly ejected, and his arms bruised, for which he saw a doctor. Subsequently Mr. Costa sought the aid of the police, and then when they went back to collect names it was suggested that Mrs. Costa had assaulted an attendant. This resulted in an attendance at the Old Street Police-court, where Mrs. Costa was ordered to pay the cost of the summons for the assault on the attendant, and Mr. Costa was advised to go to the county court for damages if he felt aggrieved.

The plaintiff was called and bore out the statement. Cross-examined by Mr. Green, he said he never noticed at the bottom of the bill that it said "no money returned; seats not guaranteed."

Judge Smyly: And it is not surprising either; you cannot see small print, and it is smaller than the price of the seats.

Mrs. Costa was then called and corroborated her husband. She admitted that she did know how to swear, but on this particular occasion used no bad language. She did not notice the bill said "No seats guaranteed."

Judge Smyly: I think you must take it that the bill contains the contract for the purchase of a ticket; it has been held so in the case of railway bills.

Mr. Robinson: If that is so, your Honour, then a good deal has to be said about the selling of a seat. It is like selling goods, receiving the money, and not sending the goods on—nothing very far short of fraud.

Judge Smyly: I rather think you would have to take your chance.

Mr. Robinson: Then I shall have to take my stand on the custom of the house to transfer, which my client has done on many occasions.

Judge Smyly: Then, again, you would have to prove that the seats had not been booked beforehand.

Mr. Green: I am prepared to prove they had all been booked.

Judge Smyly: Then it may be an unfortunate one, but it is a difficult situation to get out of, Mr. Robinson.

THE DEFENCE.

For the defence, Mr. Hector Munro, the manager of the hall, was called. He said he was standing by the pay-box on the night in question. It was his rule to count the number that went in, and so soon as all seats were full to call out "standing room only." On that night the plaintiffs may have gone in before that for all he knew; he did not notice them. Later the male plaintiff complained that he had no seat, and he offered to get him three if the "telephoners" did not all turn up, but he commenced to rave and storm about being charged for a seat he could not get. Witness pointed out to him that there was no guarantee for a seat, so plaintiff asked for his money back, and witness told him there was a notice up "No money returned." Plaintiff then walked right out of the hall in

a temper and said he would get satisfaction elsewhere, and witness walked away. Later he saw him outside the hall, and thinking him an "undesirable," told the attendant not to let him back. A few moments after he heard that Mrs. Costa had assaulted an attendant, so a constable was called, the two ladies were requested to leave, and they did so. The attendant's mouth was bleeding at the time. He never ordered the man out at any time.

Mr. Robinson submitted that no words or the bills of the hall would save the defendants from a penalty for assault if the plaintiffs had been treated as they suggested, as it was against public policy.

In addressing the jury Judge Smyly said the case was highly important from the point of view of the public as to their rights in attending public places of amusement. The contract as to the purchase of the tickets must be taken from the bills, however. If a railway company put a special contract on the back of a ticket it must be taken that it had been read, although neither he nor the jury would ever think of doing so. They were always supposed to have done so, however, and that was the law. What the public might do was to go to the booking-office and ask if there was seating accommodation. If told "Yes," then they had justifiable grounds for complaint, otherwise they would not be entitled. In this case he did not see that a special contract had been made out. As to the transfer, it would be a gross breach of the contract to issue one if they knew the seats were already booked, and if they had only just discovered it when the plaintiff applied, then they were perfectly justified and honest in handing the money back. If a person felt aggrieved and went quietly and asked for his money back then there would be no excuse for ejecting him—and by quietly he meant just in the mood that a man might naturally be in feeling aggrieved, without being rowdy. If they thought he had been ejected, although he had been reasonable in his complaint, then it was a case for damages. They could also, if they chose, give one damages and not the other, or set off one against the other in their own minds. If they found that he had been ejected, then it was reasonable that he should recover damages, not only for pain and suffering, but for the humiliating position in which he was placed.

The jury retired, and returned into court in eight minutes with a verdict for the defendants. Judgment was accordingly entered for the defendants, with costs, against both plaintiffs.

DE FRECE v. GREAT WESTERN RAILWAY.—DISAPPOINTING AN AUDIENCE.

At the Marylebone County Court, before his Honour Sir William Selfe, Mr. Henry de Frece, trading as the Reliance Film Hiring Co. at Cecil Court, claimed £40 damages from the Great Western Railway Co. for breach of contract.

Mr. C. L. Collard, counsel for the plaintiff, said that in August last Mr. de Frece entered into an arrangement with the proprietors of the East Theatre, Oxford, to give there certain cinematograph performances. The terms were what were called sharing terms, the plaintiff to receive 45 per cent. of the gross takings. The performances were very successful, and were continued from week to week. On September 20 the plaintiff sent an assistant to Paddington Station with a parcel of films addressed to the manager of the theatre at Oxford, and which were intended for use at the

entertainment the same evening. It was intended to catch the 4.55 train to Oxford, but the assistant reached Paddington about a minute late. He went into the parcel office and explained this, and asked the time of the departure of the next train, telling the clerk that it was necessary for the films to be delivered in time for the night's performance, which commenced at eight o'clock. The clerk said the next train left at 6.15 and arrived at Oxford at 7.32, which would give ample time. A label was produced and marked "Wanted for immediate use," and a second label was marked, "Kinematograph films for use in the evening." The clerk took the parcel, which was to be paid for at the other end at passenger rates. The plaintiff's manager at Oxford had been informed that the films would arrive by the train leaving Paddington at 4.55, but finding they did not come by that train he met the train which left London at 6.15. Still the parcel did not come, but the manager was shown a way bill which purported to show that the parcel had been dispatched from Paddington, and would arrive at 7.32. As a matter of fact the parcel did not reach Oxford until 8.44, which was too late for the evening's performance. Finding that the parcel had not arrived by the 7.32, the manager returned to the theatre, and was compelled to return their money to the audience and dismiss them, the whole entertainment comprising a kinematograph show. Being a Monday night—the most important in the week—this meant a considerable loss, and the closing of the theatre also seriously affected the subsequent takings. In addition, the plaintiff had been threatened with an action for breach of contract by the proprietor or the theatre.

Mr. Douglas Bartley, for the defence, submitted that there was no contract with the railway company to carry the parcel by any particular train and that no notice was given the company that if the films were not delivered by a certain time no performance could take place. The company, he urged, merely undertook to deliver the parcel within a reasonable time, and this they did. The evidence as to damage was, counsel contended, of the flimsiest description.

His Honour said the evidence showed that the plaintiff's assistant explained to the parcel clerk that the films must be delivered before eight o'clock, and received the assurance that they would be dispatched by the 6.15. If this had been done the films would have been in time for the performance, but the parcel was not sent by the 6.15 train, and this constituted a breach of contract. At the same time, he thought the damages claimed were too high. He gave judgment for the plaintiff for £6 and costs.

ASHTON AND MITCHELL v. VAN BIENE.

In the Court of Appeal, Messrs. Ashton and Mitchell, concert- and music hall agents, **25** appealed against a judgment of Mr. Justice Phillimore in favour of the defendant, Mr. Van Biene. The action was to recover commission on an engagement, and the defence was that the engagement in question had been obtained by Mr. Van Biene direct.

Mr. Duke, K.C. (with him Mr. S. O. Henn-Collins), said that in 1907 the plaintiffs obtained for the defendant an engagement at £50 a week to go on what was known as the Stoll tour. That engagement, which was made with Moss Empires, Limited, was for the season of 1908. The contract note which Mr. Van Biene signed stated that 10 per cent. commission on salary received by him was to be paid the plaintiffs, "and the like commission on

the salary on the next engagement at the said establishment, or any other establishment under the control of Moss Empires, Limited." Mr. Van Biene fulfilled the engagement for 1908, but when the plaintiffs claimed commission amounting to £152, including that on the salary he received from the 1909 tour, he declined to pay, alleging that he had obtained the second season's engagement direct, and that the claim could not be sustained under the contract note. He paid a small sum into court, with a denial of any further liability. Mr. Justice Phillimore decided that the plaintiffs were not entitled to the full amount claimed, but gave judgment for them for £17 odd over the amount in court.

Lord Justice Vaughan Williams: You say that is not enough, and that under the contract note this second engagement was liable to commission?

Mr. Duke: Yes. I think the sum is £103 odd that we claim as balance.

Mr. Holman Gregory, for the plaintiffs, submitted that the learned judge had properly construed the agreement, and that the appeal should be dismissed.

Lord Justice Vaughan Williams, in giving judgment, said that he could not agree with the construction placed on the contract note by the learned judge in the court below. In his opinion the plaintiffs were entitled to commission also on the 1909 engagement. The appeal would be allowed, and judgment with costs would be entered for the plaintiffs for the balance, the sum which they claimed.

The other lords justices concurred.

Judgment accordingly.

[For report of the original trial see STAGE YEAR-BOOK, 1910, p. 262.]

MACNAGHTEN v. "THE STAGE."—ALLEGED LIBEL.

In the King's Bench Division, before Mr. Justice Ridley, the case of Macnaghten **26** v. the proprietors of THE STAGE came on for hearing. It was an action for alleged libel contained in the issue of May 28, 1908. Mr. J. Marshall Hall, K.C., and Mr. Martin O'Connor appeared for the plaintiff and Mr. Montague Lush, K.C., and Mr. C. J. Doughty defended.

THE PLAINTIFF'S CASE.

Mr. Marshall Hall, in opening the case for the plaintiff, said that the action was for libel which appeared in the issue of THE STAGE of May 28, 1908. The plaintiff was the head of a syndicate and had the control of a large number of halls. In 1907 Mr. George Scott, who was the manager of a company, was associated with a Mr. M. Brodie and they worked together as Scott and Brodie. In November, 1907, Mr. Scott called upon Mr. Baugh at Oakley House, and said that he wished him to look at a sketch which was called *The Drummer of the 76th*, which they were desirous should be played at the music halls. At that time there was some trouble about sketches in music halls. An agreement was entered into between Mr. Baugh for the Macnaghten Syndicate and Mr. Scott on behalf of Scott and Brodie that the sketch should be produced at a fee of £35 per week for London and £37 10s. for the provinces. The programme was arranged that there should be an appearance at three of the London halls, which included the Surrey, the Foresters', and Sadler's Wells.

On November 29, continued counsel, a fortnight before the engagement was to take place at Bow, Mr. Macnaghten was summoned at the Tower Bridge Police-court,

charged with permitting two stage plays to be performed the same week at the Surrey Music Hall, and he was fined a considerable amount. He considered that there would have been no prosecution if only one stage play had been produced, and he realised that if he had been more careful he could not have infringed the regulation. On December 9, Mr. Scott and his company opened, as arranged. The first week they played at the Palace, Bow, and the second week at the 'Foresters'. Then Mr. Baugh said that if they produced the sketch the third week at Sadler's Wells that would render them liable to prosecution, and asked Mr. Scott if he would send the company to Southampton. Mr. Brodie, however, would not go, and Mr. Baugh consequently got into communication with Mr. Scott and informed him. Mr. Scott said that Mr. Baugh was to insist on Brodie going, and some expenses were to be paid by Mr. Macnaghten in consequence of the exchange from Sadler's Wells. Brodie still refused to go, whereupon Mr. Baugh told him: "If you will not go, I cannot let you open at Sadler's Wells." On January 1, 1908, Brodie was taken ill, someone appeared for him, and two days later he died. As he was the principal actor, all the rest of the engagement had to be cancelled. A demand was made for Mr. Macnaghten to pay £35 for the week commencing December 31 for Sadler's Wells, and a writ was issued against Macnaghten, and the matter was transferred from the High Court to Bloomsbury County Court. The action came on for hearing, and was defended, Mr. Macnaghten thinking that he had been badly treated. His solicitors and counsel had told him that there was an absolute answer in law to the effect that as stage plays were not permitted in music halls, the contract was illegal, and that he was bound to succeed. Judge Bacon heard the action on May 18, and gave judgment for Mr. Scott for the full amount claimed. There was notice of appeal, and a divisional court, consisting of Justices Bigham and Walton, reversed the decision the following November on the ground that the contract could not lie because Mr. Scott knew the illegality of it. Application was made for costs, and bankruptcy proceedings were taken against Scott.

THE ALLEGED LIBEL.

The libel complained of was contained in the issue of *THE STAGE* on May 28, 1908. The article in which it was alleged to occur was as follows:—

Scott (Brodie) v. Macnaghten, heard the other day in the Bloomsbury County Court, is another of those cases which bring home the vexatious and injurious condition of the laws relating to public amusements. The same may be said of the application made recently at the Clerkenwell Police Court against the Camden for giving a variety entertainment under a stage-play license. Sooner or later—and surely it cannot be long—the injustice of the laws, arising in a flagrant instance or on a large scale, will force a solution, which to-day everyone seems nervously putting off. In the first-mentioned case the Macnaghten management, which appears with unenviable frequency in the law courts, sought to evade a contract on the ground that, within the knowledge of both parties, the contract was illegal, as Sadler's Wells was unlicensed for stage plays. Mr. George Scott was under engagement to play *The Drummer of the 76th* at various Macnaghten halls. Mr. Scott could not see his way, on the point of expense, to perform at Southampton during the week that had been fixed for Sadler's Wells. He

was thereupon peremptorily told by Mr. Fredk. Baugh that the company must play at Southampton or nowhere. Mr. Scott had the professional spirit to resent this sort of treatment, too much of which survives in certain classes of management. When Mr. Scott took action for the week's money improperly withheld, Mr. Frank Macnaghten was not content to abide by the merits of the case, but relied on the discreditable defence just referred to. We say discreditable because, in our opinion, it goes behind the contract and breaks the faith that lies in a man's word. Mr. Scott and Mr. Macnaghten had agreed to do certain things. Mr. Scott was scrupulously carrying out his part of the bargain. Mr. Macnaghten, with his own undertaking in black and white before him, tries to skulk out of it, as it seems to us, in order to cover a fault that was on his side.

Fortunately, the County Court judge was able to hold that it had not been proved to his satisfaction that Mr. Scott knew that the contract—which had been signed by his partner, the late Matthew Brodie—was one in breach of the law. Mr. Scott, in his evidence, said that he always associated Sadler's Wells with theatres, and this remark seems to have had a good deal of weight with the judge. But the contract was not for Sadler's Wells merely. It was a contract embracing a number of places of amusement, such as the Palace, Bow, and the Foresters', as to the non-theatrical character of which there could be no doubt. However, as the case may come up for appeal, we must be understood to make no comment one way or the other on the judge's decision. In ordinary circumstances of music-hall engagement there appears to be no doubt that contracts of this kind made for stage plays on premises not duly licensed have no legal force. The law has thus been laid down in *De Begnis v. Armistead*. The plaintiff agreed to bring out Italian operas on sharing terms at plaintiff's place of amusement, which, as plaintiff knew, was unlicensed as a theatre. On this ground he failed to recover. This case does not stand alone. In *Gallini v. Laborie* it was decided that a performer in a stage piece cannot be sued for failing to appear according to agreement should the house not be a licensed theatre. In the latter case Kenyon, C.J., incidentally remarked in his judgment that he thought that there were circumstances where performers could rightly recover—as, for instance, certain performers had already done against Gallini. They had been engaged, and were ready to execute the agreement on their part, and it would have been wrong for them to suffer because the necessary license had not been obtained. This consideration, however, would scarcely apply where the usual sketch contract is entered into for a music hall. The sketch artist cannot make it a fair presumption that the responsible manager of the house will be taking out a stage-play license in the ordinary course. It is probable, moreover, that the sketch has not been licensed by the Lord Chamberlain. The artist knows that he and the contracting manager are agreeing to a technically illegal act, illegal in one respect, and very likely in two. In such circumstances contracts for stage-play sketches are not, in point of law, worth the paper on which they are written. The artist—or the manager, as the case may be—has only the sense of honour of the other contracting party to rely upon. Sketch artists, with their heavy responsibilities, cannot

afford, we think, to take the risk involved in a contract that an unscrupulous manager may repudiate at any moment. At all events, it is not advisable to take it where, according to our view, a man is cynically indifferent enough to try to prove in court that his bond is worth nothing, that his word behind the bond is a delusion and a snare.

Commenting on the article, Mr. Marshall Hall said that if it got about that Mr. Macnaghten was a man who would skulk out of an undertaking in order to cover a fault that was on his side, and that he was cynically indifferent enough to try to prove in court that his bond was worth nothing, and that his word behind the bond was a delusion and a snare, plaintiff was exactly the class of man that music hall artists would avoid entering into a contract with. It was a matter of great moment that Mr. Macnaghten should satisfy the jury and the public that he had never done anything other than what was right of him. The article had remained unapologised for or un-withdrawn, and counsel hoped it was not too late for some apology or redress to be made to Mr. Macnaghten, because he was not bringing the action for the purpose of making money, but of vindicating his character. The article suggested that the defence which he set up in the County Court action, instead of being one which every citizen had a right to set up, was discreditable. Plaintiff had a gigantic undertaking, and a free agent would naturally refuse to have dealings with a man whose bond had been broken, who was discreditable, and skulked, and if he could not secure the best artists he would be unable to make any profit on the large undertakings which he ran and on the capital which he invested.

MR. EDMUND O'CONNOR'S EVIDENCE.

Edmund O'Connor, managing clerk to plaintiff's solicitors, was the first witness.

Mr. Marshall Hall: There was an action brought, when you represented Mr. Macnaghten?—Yes.

It was brought originally in the High Court, claiming £35 against Mr. Macnaghten?—That is so.

For breach of contract in respect of a performance which was to have taken place at Sadler's Wells, commencing December 23, 1907?—Yes.

The trial took place at Bloomsbury County Court before Judge Bacon, and resulted in a verdict for the plaintiff?—Yes.

Did counsel rest the defence on the fact that it was an illegal action?—He rested his defence on the fact that under the arbitration award the plaintiff Scott was bound to go to Southampton, as we had the right to transfer, and he rested the alternative defence on the fact that no action could lie on the contract.

There had been a dispute between the music hall employers and those employed, and there was an award by the arbitrator?—Under that award it had been held that the employers had power to transfer. Both the defences were overruled by the judge, and the matter went before a Divisional Court.

His Lordship: Did Judge Bacon decide on both?

The Witness: He did not decide the reasonableness of going to Southampton. He seemed to go on the other defence, and he said he thought Mr. Scott did not know Sadler's Wells was a music hall.

Mr. Marshall Hall (to witness): The trial took place on May 13, and I think the judge granted a stay of execution?—He did.

On the 28th of May THE STAGE appeared,

containing the article which I have read?—That is so.

On the 30th notice of appeal was given, and on November 24 the appeal came before Mr. Justice Bigham and Mr. Justice Walton, who decided that no action could lie on the contract. Mr. Justice Bigham held that Scott must have known perfectly well when he entered into the contract that he could not sue on it. The appeal was allowed?—Yes.

I am afraid both Mr. Brodie and Mr. Scott are dead?—Both are dead now.

Was the article repeated in another paper?—Yes, in a paper called the *Performer*, but only a short extract.

The *Performer* published an apology?—Yes, they did, and paid costs.

MR. O'CONNOR CROSS-EXAMINED.

Mr. Doughty (cross-examining): Are Mr. Macnaghten and Mr. Baugh in the court today?—Yes.

The defence in the County Court action, you will agree, is a technical defence?—It is a statutory defence.

Statutory defences are defences which are commonly known as pleading the Gaming Act?—They are not. A statutory defence is one known to public authorities.

The Gaming Act is also a statutory defence?—Yes.

At this point counsel read notes taken of the county court proceedings, and the witness checked them with the notes made by Judge Bacon. In the course of some discussion Mr. Doughty explained to Mr. Justice Ridley that it was a common thing for a music hall to produce in its bills two sketches, one of half an hour's duration and the other a quarter of an hour. Nearly all the music halls had included them because the theatrical managers did not object; but if three were put in the bills the theatrical managers took proceedings—usually successfully. There was an agreement in writing between the theatrical managers on the one hand and the music hall managers on the other, to which Mr. Macnaghten was a party.

Mr. Doughty went on to refer to the apology published by the *Performer*. That paper, he said, appeared a week afterwards with an extract from THE STAGE article. Proceedings were subsequently taken against the *Performer*. A defence was put in, and the action went on and was down for trial for nearly nine months until it was settled between the parties. He asked the witness if that was correct?

Mr. O'Connor: It was settled through the lawyers, because I withdrew the record and obtained payment of costs.

Mr. Doughty: What happened was that there was a Water Rats' Ball or a festive occasion, and over the cloth they said, "We will settle it," and the lawyers were instructed.

Mr. Marshall Hall: All this ought to be proved in evidence.

Mr. Doughty (to the witness): Is that not right?

The Witness: You ask why I did not issue a writ against THE STAGE. It was because the publication was not brought to our notice until after the writ had gone out against the *Performer*.

Mr. Macnaghten did not complain to you?—Probably he did not see it. I got a copy of THE STAGE the day after the issue of the writ against the *Performer*.

The fact is, you made no complaint against the proprietors of THE STAGE until April the next year?—Mr. Macnaghten had left the matter in our hands, and we determined to test the case with the Variety Artists' Federa-

tion and see if this article was justified or not.

When Brodie and Scott were dead?—Brodie was, but not Scott when the writ was issued against the V.A.F.

Mr. Macnaghten must get frequently into the law courts.—He pays £200,000 a year in salaries, and he is always open to be shot at.

How many cases do you think he has had in the last two years?—Fifteen, I think. I may say Mr. Macnaghten has never lost an action against anybody since we have acted for him.

Mr. Justice Ridley: Fifteen gains and no losses. (Laughter.)

Mr. Doughty: It is fairly frequent to appear fifteen times in two years?—I do not consider it is for a man who employs all that staff. Music-hall artists are people who want some getting on with.

Do you consider it is an enviable position to come to court fifteen times in two years?—I consider he is justified.

I am not saying he is not justified. Is that an enviable position? Is it a privilege to come to court?—It all depends on the meaning you attach to the word enviable.

Mr. Doughty: You agree it is frequent, and it is a question whether it is enviable or not?—Well, as I say, there the fact remains, and I cannot alter it.

Mr. Doughty read extracts from the article, and referred to that part in which it was suggested that Mr. Macnaghten did not rely on the merits of the case, but on a discreditable defence. The witness said that it related to the statutory defence set up as an alternative defence, and which was perfectly justified. His firm's instructions from Mr. Macnaghten were to defend the action and the question of refusal to go to Southampton, and they put in a statutory defence, as they were bound to do, as solicitors.

Mr. Marshall Hall here read the article complained of in the *Performer*, in which it was stated that there were some victories which were absolute losses, and also the subsequent apology. The latter was to the effect that the publishers had satisfied themselves that there was no foundation for saying that Mr. Macnaghten had acted in a dishonourable manner, that they desired to express regret, and that they made the statements without being aware of the true facts.

Counsel also read the letter which plaintiff's solicitors addressed to *THE STAGE*, and the reply in which that paper's legal representatives stated they were instructed to say that a mistaken view of the article had been taken, that the writer discussed the general question of law relating to public amusements, and pointed out the necessity of legislation, and that there was nothing in it calculated to injure Mr. Macnaghten's reputation.

Mr. Hall (re-examining the witness): Have you ever had a single line expressing regret or apologising?—Not a line.

MR. FREDERICK BAUGH'S EVIDENCE.

Mr. Fredk. Baugh, general manager to Mr. Macnaghten, said he engaged all artists, and carried on practically all the business. Mr. Macnaghten spent about £200,000 a year in salaries.

Is it important, in view of the competition in the music hall profession, that a manager should stand well with the artists?—It is absolutely essential with Mr. Macnaghten, because he is single-handed, fighting against the Moss and Gibbon halls. He must have his name perfectly clear.

Continuing, witness said a contract between himself and Scott, on behalf of Brodie, was made on November 1, 1907. At that time there

was no indication of the prosecution which afterwards took place at the Tower Bridge Police Court. On November 27 Mr. Macnaghten was summoned, and was fined £36. Messrs. Woodhouse and Co. were the solicitors who conducted the prosecution. They were the same solicitors who afterwards appeared for Scott in the case of Scott v. Macnaghten. After that prosecution Scott and company played their first week at the Palace, Bow, on December 9. On the 16th they were transferred to the Foresters' Music Hall. The allocation of the halls was never settled. According to the original agreement the third week was to be played at Sadler's Wells, but he thought it advisable that they should not play there because he had been prosecuted and he had another sketch that week. To avoid the possibility of being prosecuted again he rang up Scott on the telephone and asked Scott to play at Southampton. Scott made no objection, but asked him to tell Brodie. On Scott agreeing, witness instructed his printer, and had the bills at Southampton printed. Mr. Askwith, in an award made in 1907 in reference to some dispute between the variety artists and managers, laid down a form of contract under which artists might be transferred from one hall to another, subject to the consent of the artist, such consent not to be unreasonably withheld, and reasonable expenses being paid if the hall was in the country. The contract in question was in accordance with the Askwith Award and Mr. Macnaghten was willing to pay expenses. Brodie refused to go to Southampton, and so no performance of the sketch took place. They did perform the following week at the Surrey Theatre. That week Brodie died. Mr. Macnaghten, however, allowed the company to find a substitute for that week and paid in full. Then came a letter claiming £35 for the week the company, according to Mr. Macnaghten, ought to have played at Southampton, and when, according to the company's contention, they ought to have played at Sadler's Wells. He instructed solicitors to defend the action, and left it to them to plead what legal defence they had, calling their attention to the fact that Scott himself, who was the sole proprietor of the sketch, had agreed that the sketch should go to Southampton.

Mr. Marshall Hall: It is suggested that Mr. Macnaghten is a very unscrupulous manager, who is always engaged in litigation.

Mr. Doughty objected. He said they had never attacked Mr. Macnaghten's character, and did not do so now.

Witness said that in the last ten years they had issued two or three writs against people and had won them.

MR. BAUGH CROSS-EXAMINED.

Cross-examined by Mr. Doughty, witness said it was true the contract was made with Mathew Brodie and Co., and that Scott's name did not appear. Brodie was the leading actor; Scott was manager of the Alhambra, and not an actor. It would not make any difference to Scott whether the sketch was played in London or Southampton. The artists respected the barring clause.

You asked them to go to Southampton at two or three days' notice?—Yes.

Did you say you offered to pay expenses?—I have already sworn so in the County Court. Did you suggest you would pay £35 or £37 10s.?—The contract is for £37 10s.

Replying to other questions, witness said the salary mentioned in the contract referred to the hall and not to the week. If they played on December 23 at Southampton instead of Sadler's Wells the company would receive the Southampton salary.

Did Scott tell you the artists had engaged their lodgings in London for that week?—I swear he did not.

You don't say Brodie consented to go?—He was not entitled to be asked.

You say you left it to your solicitors to raise a defence. Do I understand you repudiate responsibility for having raised it?—I think it an absolutely justifiable and correct defence. Any man might raise it to withstand blackmail.

Blackmail?—That is blackmail.

Who was the blackmail?—Mr. Scott. He wanted £35 and to do nothing for it, and he didn't get it.

You knew his troupe, whom he would have to pay, presented themselves at Sadler's Wells according to their contract to perform on December 23?—They were never allowed in the theatre.

Did they therefore have to spend the week walking the streets?—I hope they had lodgings.

And lost their salary?—I don't know whether they lost it or not.

Did Mr. Macnaghten pay?—He didn't. Mr. Scott says he paid it, so they didn't walk about and didn't starve.

Mr. Doughty, reading from the Askwith Award, said artists might be transferred from one London hall to another or from one provincial hall to another, but not from London to the provinces.

The Judge said he thought it must have a wider application than that.

Mr. Doughty said that in London artists worked turns and went from one hall to another the same evening.

Mr. Marshall Hall said he wished Mr. Doughty would go into the witness box so that he could cross-examine him.

The Judge said he could not accept what Mr. Doughty said. It was exactly contrary to what the conditions were.

Mr. Doughty said that, with very great respect, he thought his Lordship did not know so much as he did about theatres and music halls.

The Judge said he should construe the Award for himself.

Mr. Doughty: I cannot prevent your Lordship construing it, but perhaps you will allow me to give my reasons.

The Judge: I am not sure whether I will, because you have been giving evidence already.

THE DEFENCE.

The case for the plaintiffs being closed, Mr. Montague Lush rose to open the case for the defence.

Mr. Marshall Hall said that he would admit that the matter was one of public interest, but he submitted that the defendants had gone beyond fair comment.

The Judge: Is there any evidence of that?—

Mr. Montague Lush submitted that there was not the slightest evidence of it. He quite agreed that the newspaper would not be entitled to manufacture facts which did not exist, and after manufacturing them to comment on them; but there was not a word in this article so far as facts were concerned that was not absolutely in keeping with the judge's view at Bloomsbury County Court. Here was a music hall company who knew the law, who had been on many occasions in court, and knew that this sketch was a stage play, which could not be lawfully performed at a music hall. They got a man who did not know that to contract with them, and that contract with Scott was that he was to perform at certain places at a certain salary, and if he was ready to perform they would have to pay.

What happened was that when Scott took his company to a place named in the contract the company—for what reason he did not care a bit—would not let them perform. Thereupon Scott brought an action, and said: "You have broken your contract. I was ready to perform, but you would not let me, so you must pay me my salary." Upon that, in the learned judge's view—which was binding for this action—the company instead of fighting on the merits, and saying that consent to the transfer to Southampton was unreasonably withheld took the ground that the contract made was illegal. To that Scott replied: "It was not. You knew it was unlawful, but I did not." The learned judge held that that was exactly the position that the company knew it was unlawful, but Scott did not. Thereupon Scott succeeded. This matter, as his learned friend admitted, was of great public importance.

The Judge said that what he wanted to know was what part of the article went beyond fair comment.

Mr. Montague Lush said he could not conceive.

Mr. Marshall Hall said he would tell the judge, and proceeded to indicate the passages in which there was a reference to a "discreditable defence," and the passage that Mr. Macnaghten tries to "skulk out of it in order to cover a fault that was on his side." He said that if the judge held that there was no evidence in those statements upon which the jury could find that that exceeded fair comment he should not attempt to argue it.

Mr. Montague Lush said the law laid down by the Court of Appeal was quite clear. A man might use language of very great force in commenting on what he thought to be open criticism. He agreed that the language used here was forcible, but that did not make a libel. What was necessary to turn fair comment into a libel was that a man, instead of confining himself to even violent criticism of matters of fact, dived into personal character and matters outside the range. He submitted that although forcible language was used there was nothing beyond fair comment in it.

Mr. Marshall Hall said that Mr. Justice Bigham came to the conclusion that both parties knew that they were entering into a contract to perform a stage play in a music hall, and both knew that that was illegal.

Mr. Montague Lush said that had no bearing on the present case. When this article was written the only judgment in existence was that Scott did not know. Judge Bacon said so in terms.

The Judge said he did not think this article went beyond fair criticism.

Mr. Marshall Hall asked whether in that case his lordship would allow the jury to assess damages in the event of his opinion proving to be wrong.

The Judge said he could not allow that.

JUDGMENT.

Mr. Justice Ridley: I do not think this goes beyond fair criticism, and I will give in a few sentences my reason for making that statement, in case it looks as if I was playing an arbitrary part when I should not do so.

The law is that criticism is to be fair, but it may go to a considerable extent. The mere fact that language is strong—that it is stronger than another person may think it right and proper to use themselves will not make the criticism unfair; exaggeration may not make it unfair so long as it is language which a person with a fair mind might use.

In this case, is there any language used in the article which it is not likely a man with a fair mind might use? I cannot say there

is. Therefore I find it my duty to say there is not anything I can leave to the jury on this matter.

There are many defences called statutory defences, and the setting up of those defences in many cases may be thought to be very dishonourable, or a discredit thing to do; in other cases, perhaps not. Take the case of the Gaming Act. There are many actions brought now in the courts of law to recover upon bets, and the Gaming Act is set up by the defendant as an answer. Is that discredit or not? In my opinion, as I now am able to understand the matter, I do not think it is, if you ask me my own opinion, but it is competent for people with a fair mind to say that it is because two people have made a bargain, the understanding being mutual that the winner was to receive and the loser to pay. It is therefore discreditable in this sense: that one of them should refuse to pay because he is going back upon the bargain which he had made, and which had been understood between them; in other words, he tries to skulk out of the bargain which he made with the other side. In this article I do not find anything said against Mr. Macnaghten which really goes beyond legitimate criticism, which I think was right, and under the circumstances, I think it is my duty, though I am rather sorry it is so in one sense, to say that there is no case to go to the jury that this is a libel.

Mr. Doughty: Then there will be judgment for the defendant with costs, my Lord?

Mr. Justice Ridley: Yes.

Mr. Marshall Hall: Your Lordship will stay execution?

Mr. Justice Ridley: Yes, if there is evidence to go to the jury I cannot help it; but we have had several instances of late in which difficulty has arisen from leaving cases to the jury when it should not have been done. I think in this case it should not be done.

Mr. Doughty: Will the stay be for three weeks, my Lord?

Mr. Marshall Hall: If your Lordship please, we will give notice in three weeks. It will be a very good opportunity of getting this difficult question settled, as there are two or three conflicting decisions.

[See report of Appeal May 4, and report of Second Trial, in which the jury gave a verdict for the defendants, December 15.]

PORTER v. HALL.—ACTION FOR LIBEL.—DAMAGES £120.

At Lancaster Assizes, before Mr. Commissioner Avory, K.C., and a common jury. **29** an action for libel against J. W. Hall, of Halifax, a character delineator and member of the V.A.F., was heard, the plaintiff being Mr. John Porter, proprietor of the Lancaster Hippodrome, a variety hall. Counsel in the case were: For the plaintiff, Mr. E. W. Wingate-Saul, and for defendant, Mr. N. C. Home, instructed by Messrs. Judge and Priestley, solicitors for the Variety Artists' Federation.

The case for the plaintiff was that in January of last year, being in need of a star turn for the succeeding week, he placed himself in the hands of Allan McAskell, a theatrical agent (McAskell's agency), who happened to be performing at the Hippodrome that week. Mr. McAskell and Mr. Porter consulted the *Performer*, and found that defendant, who was performing at Oldham Music Hall, was without an engagement for the following week, and Mr. McAskell wired him, offering him the star turn at the Hippodrome at £15 for the week. Defendant wired back,

"Don't make a fool of yourself," and followed the telegram up with a letter to Mr. McAskell, in which he said:

"I have visited Mr. Porter many times at £20, and told him my lowest is £25, so you were taking a liberty when you told me you could get me for £15. And another thing, you have no right to offer anyone a show when the money is not safe, especially a V.A.F."

It was the last paragraph in the letter, said counsel, that constituted the libel complained of, and when the letter was shown to Mr. Porter he at once wired Hall, paying for a reply, asking where or how he was informed that the money was not safe. Defendant wired in reply, "Reported in this week's 'Chairman's Notes.'" Counsel explained that that was a publication for the benefit of members of the Variety Artists' Federation, containing announcements supposed to be for their benefit. Mr. Hall conveyed by his reply that he was only repeating what had appeared in that publication. Even so, it was no defence to that action, because it was poor satisfaction to anyone who was libelled or slandered for people to turn round and say, "I was only repeating what I have been told." Mr. Porter, so far from failing in any of his obligations to artists, had been most punctilious in paying people who appeared at the Hippodrome, Lancaster. During the five years he had had the management of that house he defied anyone to point to a single failure to meet obligations to artists, and there was no foundation whatever for the libel. During the whole five years that Mr. Porter had been running the Hippodrome only four star turns had up to the publication of this libel failed him, and those were through illness or other unavoidable causes. Since the libel in two months—that was during February and March—eleven star turns had failed to appear. A letter was written by plaintiff's solicitors to Hall asking for an explanation or apology, and the only reply was through the solicitors of the Variety Artists' Federation stating, "If you will send us the process we will accept service."

Mr. Porter, the plaintiff, said when a star turn failed to appear on the Monday people said the bill was rotten, and the house suffered for the week. He had never kept an artist waiting ten minutes for money due. The statement in question getting forth in the profession had prevented artists appearing, and his credit had suffered, and he had suffered considerable financial loss as the result.

Cross-examined by Mr. Home, plaintiff said he was the owner of the freehold of the Hippodrome. The Hippodrome was now let for a cinematograph show, and he received simply rent. Before that he took half profits, and bore half the expense. He knew Mr. Hall personally, and he only wanted him to do that which was reasonable, and apologise. He was not anxious to bring the matter into court.

Mr. Allan McAskell gave evidence, stating that he showed the letter to plaintiff because he had to explain why he had failed to secure defendant's services. He tried to withdraw engagements with artists booked through his agency to appear at the Hippodrome at Lancaster as the result of defendant's letter, because he did not want to get into trouble by sending people where it was said the money was not safe.

Mr. Wingate-Saul said defendant did not go into the witness-box to explain why he had written the letter, but had instructed counsel to say plaintiff was snapping at things. Mr. Hall had had ample opportunity of apologising and explaining, but instead of doing so he and

the Variety Artists' Federation said, "We will fight the action." Yet after that Mr. Hall did not choose to give them the benefit of any explanation at all.

Mr. Home, for defendant, said the libel was quite a technical one, and the publication was quite limited. He did not think there was any need for Mr. McAskill to show the letter to Mr. Porter. If it had not been shown to him there would have been no action. It did not appear that the latter had had any effect whatever. In any case, if the jury decided it was a case for damages, those damages should be quite nominal.

The learned Commissioner summed up, and the jury, after five minutes' retirement, found a verdict for the plaintiff £120, and judgment was entered for the amount and costs.

FEBRUARY.

DAY v. COTTON.—COMMISSION ON ENGAGEMENTS.

In the King's Bench Division, before Mr. Justice Channell and a common jury, 1 was begun the re-trial of an action brought by Mr. Harry Day, variety agent, against Miss Ada Reeve (Mrs. Adelaide Mary Cotton), on a claim for commission for £76 15s., alleged to be due on engagements procured by plaintiff for the defendant. The original trial took place on May 6, 1909, before Mr. Justice Grantham, when the jury were unable to agree.

The defendant denied her indebtedness, and alleged that plaintiff had not shown proper zeal in looking after her interests, and for this she counterclaimed damages. It was also alleged that the plaintiff had disclosed certain of her contracts to Mr. Ballantyne, chairman of the Pavilion (Glasgow) Company, and it was further alleged that the plaintiff had not shown proper accounts of a profit-sharing agreement.

Mr. W. J. Waugh, K.C., Mr. E. F. Lever, and Mr. S. P. Kerr (instructed by Messrs. Roberts, Seyd, and Co.) appeared for plaintiff; and Mr. R. J. Atkin, K.C., and Mr. J. Crawford (instructed by Messrs. Cohen and Cohen) were for defendant.

PLAINTIFF'S CASE.

Opening the case for plaintiff, Mr. Waugh said in October, 1907 Mr. Cotton asked plaintiff to obtain engagements for defendant. This he did, some of them being on commission and some on a profit-sharing basis. Defendant had cancelled engagements at Warrington and Cardiff, without reference to plaintiff, and he also claimed his commission on those.

Plaintiff stated that he obtained engagements for Miss Reeve at various places, which she fulfilled, but he had not received his commission. He understood that some trouble arose with regard to the engagement at Eastbourne, which was on a share basis. With regard to this Mr. Cotton wrote to plaintiff, on December 30, 1907, as follows:—

"Who was responsible for the dishonesty that was rampant in the matter of receipts for payments? . . . At the first house, on the 26th inst., the gallery-door returns were 100 short of the actual number of people who went in by the door. The excuse made for this was the idle one that a window had been wrongly 'tapped.'"

Witness wrote, replying that he had handed this letter to Mr. Winter, the manager at Eastbourne, who would take the matter up, as he (witness) had explained to them that

his connection did not carry him far enough to interfere with him.

It was not true that he did Miss Reeve a bad turn by decrying her accomplishments and understating her salary, or that he discussed some of the contracts, or that he told Mr. Ballantyne that he could book Miss Reeve for less than he was paying.

The witness said that there was a long discussion with Mr. Ballantyne about a proposed engagement. Witness asked for £250, which was £50 more than Miss Reeve asked. He then tried to make it £200, but Mr. Ballantyne said that £150 was the most he could pay for Edinburgh, but would give 50 per cent. of the gross takings over £500. That was agreed to.

Cross-examined by Mr. Atkin, witness denied that it was arranged that he was not to get his 5 per cent. commission if the engagement was not fulfilled.

Re-examined: When the Eastbourne engagement was entered into he had nothing to do with the management of the theatre, except the engaging of the artists. It was not until a long time afterwards that he heard that his name was on the bills as manager, and then he had it removed. He knew that in 1906 Miss Reeve obtained an engagement at Glasgow at £300 a week, but there was no comparison with regard to salaries between Glasgow and Edinburgh.

Mr. Sidney Walter Winter, managing director of the New Eastbourne Hippodrome, Limited, stated that the company bought the assets of an older company in 1906 from the Court of Chancery, and at that time Mr. Day was acting as manager. Afterwards he had nothing to do with the management, nor any share in the profits. Mr. Day engaged artists for them, and he asked witness to book Miss Reeve. It was false that he had not accounted to Miss Reeve for the money taken at the door. He endeavoured to explain the matter to Miss Reeve and Mr. Cotton, but they would not listen.

Mr. Charles Howard, acting-manager at the Eastbourne Hippodrome, said everything was accounted for to the defendant.

Mr. Harry Goodson said he was present at an interview between Mr. Day and Mr. Ballantyne. Mr. Day did not tell Mr. Ballantyne that he could secure Miss Reeve at a lower sum than that Mr. Ballantyne was paying her.

THE DEFENCE.

For the defence Mr. Adkin said that if an agent engaged to get work he had to do the best he could in his client's interests. The dominant point in the case was Miss Reeve said that Mr. Day, in his anxiety to get into touch with Mr. Ballantyne, went to him and said that he could get her for £150 or £200 instead of £300, which had been paid through another agency. That was the whole crux of the case.

If that was so, it was a most improper thing, and amounted to a betrayal of Miss Reeve's interests. Alluding to the Eastbourne matter, counsel said that when defendant complained to Mr. Day, he never stirred a finger to put the matter right.

The hearing was continued on February 2. Mr. Cotton, the defendant's husband, said that in August, 1906, there was a contract entered into for the appearance of Miss Reeve at the Pavilion, Glasgow, at a salary of £300 a week. This contract was for twelve performances a week, and there was a verbal arrangement under which she was to get £25 extra for extra *matinées*. The plaintiff acted for Miss Reeve after their return from South Africa in 1906. It was always a term of the

contract that if she were physically unable to fulfil a contract no commission would be paid. She would not have gone to Edinburgh on the terms agreed had she not been told that there were two performances per night. Her idea was to "beat" the Glasgow money on the new terms.

Cross-examined by Mr. Waugh, K.C., the witness said the terms on which he instructed Mr. Day to obtain engagements for Miss Reeve were contained in a letter, which read as follows:—"Only fixed date is Glasgow at £300. January 27. Can accept contracts definitely for interim, and possibly for a month thereafter. Minimum in provinces £200, or would share with or without company. Gibbons, London, £200, exclusive; or, £150, two houses, not exclusive; one house, not exclusive, £100. Get better if possible."

Miss Reeve in her evidence said she objected to the terms regarding non-fulfilment of contracts, and "temporarily" struck them out with her pencil.

His Lordship pointed out that verbal arrangements came to an end the moment the contract was signed.—Miss Reeve: But that is all the better for me. (Laughter.)

Mr. Matthew Ballantyne, who said he had been connected with the management of the King's, Edinburgh, stated that when discussing the engagement of Miss Reeve for that hall. Mr. Day told him he paid her too much money, and that the plaintiff booked her at some of his halls for £150 or £200.

Cross-examined, the witness would not deny that Mr. Day endeavoured to make the best bargain he could for the defendant.

The jury found for the plaintiff for £55 15s. on the claim, and with regard to the counterclaim found that Miss Reeve had not made out her case.

Judgment accordingly, with costs.

[For report of previous trial see STAGE YEAR-BOOK, 1910, pp. 227, 228.]

BRIGHT v. HARDY.—DRAMATIC AGENTS' AFFAIRS.

Before Mr. Justice Warrington in the Chancery Division the executors of the late Addison Bright sued Mr. Arthur Frederick Hardy for accounts of a partnership between himself and the late Mr. Bright. The defendant counterclaimed for rescission of the partnership by reason of the alleged fraudulent representation of the deceased partner. For some time prior to the date of the partnership in 1903 Mr. Bright had carried on the business of dramatic authors' agent, and the partnership was to last for ten years, but Mr. Bright died suddenly in Switzerland on May 29, 1906. Mr. Hardy paid £1,000 as a premium to Mr. Bright, and he was to let another £1,000 accumulate as capital from the surplus profits after he had drawn £400 out of the business. Certain clients were reserved to Mr. Bright, and were excepted from the partnership. These comprised Sir Arthur Conan Doyle, Mr. J. M. Barrie, Mr. Hornung, Mr. Louis Parker, Mr. Stephen Phillips, and Miss Constance Fletcher.

Mr. Henry Terrell, K.C., for the defendant, stated that when the affairs of Mr. Bright were investigated it was found that he had not in his accounts delivered to his clients given them credit for a considerable number of performances of their plays, although he had received accounts from the theatrical managers giving credit and paying the royalties for those performances. The amount discovered to have been in this way retained by

Mr. Bright amounted to about £28,000. The gentlemen who had been defrauded made claims against Mr. Bright's estate, and those claims had been paid. Mr. Bright left a considerable estate. Counsel said his case was that this was a fraudulent business, which had been represented as an honest one, and had the defendant known its nature he would not have joined in it. The result of those frauds was that substantially there was no goodwill.

Sir A. Conan Doyle gave evidence. He said that he discovered that Mr. Bright was owing to him, in respect of the performance of his plays in America and elsewhere, about £9,000. He claimed for that amount, and received from the executors first £5,000 and then £3,000.

Mr. E. W. Hornung said his claim on the estate was just under £650 for royalties not accounted for by Mr. Bright for the run of *Raffles* in America. The claim was paid by the executors.

Mr. J. M. Barrie said the executors asked him to look into his account with Mr. Bright, and he found that £16,000 odd was owing to him. The executors paid his claim.

Mr. F. Anstey Guthrie also said his claim in respect of the run of *The Man from Blankney's* was settled.

Mr. Hardy, the defendant, said the profits from the partnership were never enough to yield a surplus to accumulate for his share of capital, and, in fact, he never drew the whole of his £400.

His Lordship, in giving judgment, said he came to the conclusion that Mr. Bright acted dishonestly, and deliberately withheld moneys properly due to his clients. The executors had since satisfied all claims made on them by those clients.

The claim of the defendant for rescission was based on alleged fraudulent representation, but he and his witnesses had failed to prove any misrepresentation, and for that reason the counterclaim must fail. His Lordship added that if Mr. Bright's conduct had been discovered during the continuance of the partnership he thought the defendant would have been entitled to rescission. In the present case, however, the partnership had been dissolved by Bright's death, and the misconduct was not known during his life, either by the clients or the defendant, and in no way affected the partnership during its continuance. The plaintiffs were entitled to the accounts for which they asked. The defendant would not be entitled to any return of premium, because the dissolution had taken place. The only remaining question was whether the plaintiffs were entitled to require the defendant to pay to them a proportion of the profits from the business done by him for the reserved clients since his partner's death. There could be no goodwill connected with those clients, owing to Bright's dishonest conduct. In fact, the business done by the defendant had been obtained in spite of, rather than by reason of the fact that Bright acted for them, and it would be unjust to require the defendant to make those payments. While, therefore, the defendant was liable to render usual accounts in reference to the partnership business, he was not liable to render any accounts in reference to business done for the excepted clients.

His Lordship dismissed the counterclaim, with costs, and ordered the defendant to pay the costs of the plaintiffs' claim for accounts, except in so far as these had been increased by their claim in respect of the reserved clients. The defendant's costs in resisting the latter claim must be paid by the plaintiffs.

GAMBA v. DE REEDER.—PAYMENT FOR PROCURING AN ENGAGEMENT.

In the Westminster County Court the case of Gamba v. de Reeder was before his
2 Honour Judge Woodfall, and was an action by Alfredo Luigi Gamba, boot-maker, of Dean Street, Soho, against Messrs. Louis De Reeder and Co., Limited, agents, of Buckingham Street, Strand, for the return of £10 paid for procuring music hall engagements for Signorina Gamba, Italian opera singer.

Mr. Osborne (Messrs. Osborne and Osborne) appeared for defendants.

Plaintiff appeared in person, and said his sister, Rosina Gamba, a soprano, came to England, and a friend liked her voice, and introduced him to defendant, who offered an engagement for £40 a week at the Tivoli, Manchester. Defendants asked for a fee of £20, but came down to £10, and he agreed to pay it on condition that they procured other engagements for her. He gave a cheque for £5, and said he would pay the balance when other engagements were procured. Defendants' manager came to him and asked for the other £5, but he would not pay. After he gave two pairs of boots, cost price £2 10s., and a post-dated cheque for £2 10s. Both cheques had been cashed. His sister sang at Manchester, and made a success. When his sister was paid £4 was deducted from her salary for agents' commission. Defendants had got her no other engagements, and he, therefore, wanted the £10 back.

Mr. Osborne called George Eisenthal, who said he was manager to the defendants, who received no benefits whatever of the £10. Plaintiff said he would pay witness £10 for a £40 engagement, or £15 for a £50 engagement. He told plaintiff the firm must have the usual 10 per cent. commission as well. The £40 engagement was procured, and the £10 was for himself, not for the firm of De Reeder and Co.

By the Judge: The firm did not know he was having £10. It was for private services because he took special trouble to get the engagement.

His Honour: I do not think he can retain this money under the Secret Commissions Act.

Mr. Eisenthal added that the firm knew of it after, and it was not commission, but payment for services.

Mr. Osborne: That would not affect the defendants.

His Honour agreed, and non-suited plaintiff with costs, telling him he had sued the wrong people. He had not proved defendants had the money.

STROBACH AND WIEDMAN v. MAC-NAGHTEN.

At the Bloomsbury County Court, Judge Bacon had before him the case of
3 Strobach and Wiedman v. Macnaghten.

The case had been sent back by the Divisional Court for a fresh assessment of damages. The plaintiffs sued Mr. Frank Macnaghten to recover the sum of £60. By a contract the defendant, it was alleged in the particulars of claim, engaged the plaintiffs to play at his halls at the following towns:—Lincoln, Cardiff, Bath, and Southampton. For each of their engagements the plaintiffs were to receive a salary of £15. The plaintiffs further set out that they were always willing to perform, and, in fact, presented themselves to play, but the defendant refused to allow them to do so. By reason of the defendant's action the plaintiffs had suffered damage, and

claimed the sum of £60. The case came before Judge Bacon at the Bloomsbury County Court in May last, when, after hearing the evidence, his Honour gave judgment for the plaintiffs. There was an appeal to the Divisional Court to set aside the judgment. The decision of that Court was to uphold the judgment, but the judges said the damages should be reduced, as other halls were offered to the plaintiffs. When the case was called on before Judge Bacon on February 3, Mr. Doughty appeared for the plaintiffs, but there was no answer on behalf of the defendant.

His Honour said that the defendant persuaded the Divisional Court to send back a case for the assessment of damages. The defendant did not appear, consequently the judge's original order was not set aside.

On the following day Mr. Martin O'Connor applied to Judge Bacon for a re-trial of the case on the ground that the defendant did not know the date of the trial.

It was explained by Mr. Wright, the Deputy-Registrar, that when a case was set down by the defendant notice was sent to the plaintiff. In this case it was thought that the defendant had set down the case, and notice was sent to the plaintiffs.

The Judge said the case must be restored to the paper. The defendant must not suffer the penalty of not being heard. The defendant did not know of the case being set down.

An order was made to restore the case for hearing and the order for costs rescinded. Mr. O'Connor asked for the costs of that application, but this his Honour refused.

[See report of further proceedings, March 14 and July 21. For original case, and appeal in the Divisional Court, see STAGE YEAR-BOOK, 1910, pp. 232 and 275.]

FERGUSON AND MACK v. DAY. FRESH EVIDENCE CONVINCES A JUDGE.

Before his Honour Judge Woodfall, in the Westminster County Court, Ferguson

4 and Mack brought a claim against Mr.

Harry Day, agent, for £62 19s. 7d. for damages sustained in consequence of the defendant's alleged negligence in warranting that he had obtained for them release from a contract to perform for the United Counties Theatres at Devonport.

Mr. Doughty, counsel for the plaintiffs, said that the case raised a somewhat serious issue of facts between a number of people in the music hall world. It arose out of an action tried by his Honour last July, when the plaintiffs were sued by the United Counties Theatres for damages for not appearing at Devonport. It was then put forward that Mr. Bliss, for the United Counties Theatres, released Ferguson and Mack in order that they might take a pantomime engagement at the Camden, but Mr. Bliss denied that in the box, and Ferguson and Mack lost the case. They now turned round and sued their agent, Mr. Harry Day, on the ground that he undertook to get their release from Bliss before fixing up the pantomime engagement.

Mr. Bliss denied agreeing to release the plaintiffs from the Devonport engagement.

Mr. H. Brandon, counsel for the defendant, cross-examined the witness as to conversations with Mr. Harry Masters, Mr. Day, Mr. Jack de Frece, and Mr. Goodson on the alleged release, but he adhered to his story, and declared that a telephonic conversation said to be held with him was with Mr. Cotterell, his confidential clerk. When it was reported to him he said, "Ferguson and Mack are putting me to an enormous amount of trouble, and I shall not oblige them."

Arthur Cotterell stated that he remembered

the telephone message purporting to come from Mr. Masters.

Mr. Doughty: What did Mr. Masters say?—I cannot say.

Why not?—I was not at the receiver.

Who was?—Mr. Bliss.

Mr. Harry Day, the defendant, said that he heard Mr. Masters ring up Bliss and ask for the release of the plaintiffs, and say "Thank you" after receiving the reply. Mr. Masters then told witness it was arranged that the plaintiffs should be taken out at Devonport. The same night witness saw Bliss at the Tivoli, and Masters thanked Bliss for taking the plaintiffs out at Devonport. Mr. Bliss said, "That's all right, old man; I'm only too pleased to oblige you when I can." Bliss afterwards asked him for The Eccentrics in the place of the plaintiffs, and they were booked.

Mr. Harry Masters, booking agent for the Gibbons Halls, said that he had not the slightest doubt that Bliss agreed by telephone to release the plaintiffs, and he corroborated as to the conversation at the Tivoli afterwards.

Mr. Jack de Frece gave evidence that he heard Masters and Bliss discussing this case, and Bliss said then that if he did release the plaintiffs he had forgotten it.

Mr. Harry Goodson corroborated as to the conversation at the Tivoli.

His Honour said that he did not wish to hear any more evidence. There was overwhelming evidence that Bliss released the plaintiffs. He thought that Mr. Masters and Mr. Day ought to have given evidence in the case against Fergusson and Mack, and so far as that was concerned, he now gave leave to apply for a new trial of the action. In the case now before him—and he had to try each case on the evidence—he had not the slightest doubt that Bliss released the plaintiffs, and judgment would be for the defendant, with costs.

BOSTOCK v. MACNAGHTEN. — THE IMPORTANCE OF SENDING BILLING MATTER.

At the Bloomsbury County Court, Judge Bacon heard the case of Bostock v. Macnaghten. The plaintiff, Edward Henry Bostock, rink proprietor, of the Rink, Glasgow, sued Frank Macnaghten to recover the sum of £20. This was £5 balance of one week's salary and £15 one week's salary.

Mr. Valetta was counsel for the plaintiff, and Mr. Martin O'Connor, instructed by Messrs. Blackwell, for the defendant.

The plaintiff's claim was outlined by Mr. Valetta, who said that the contract was an agreement to supply the defendant with a turn with baboons at a salary of £20 a week.

Mr. O'Connor said that matters would be simplified by saying that the defendant relied on the fact that the plaintiff did not send "bill" matter within fourteen clear days.

Mr. Edward Henry Bostock gave evidence, and said he entered into an agreement with the defendant for a turn with baboons. He signed the customary contract.

Mr. Valetta: Is this clause as to billing matter the usual clause?—It is usual, but not always observed.

Judge Bacon: What do you mean? Is it that nobody cares about it?

The Plaintiff: There is never a week passing but some artists are behind with bill matter. A case had come to his notice where an artist had sent bill matter only a few days before.

The Judge: This perhaps has been waived by the parties to the contract; you must not pretend that advertising is not the essence of

the existence of everything in the way of shows. It is of great importance.

Plaintiff said that there was no change in the issue of the bill.

The Judge: You are perhaps a hand-to-mouth sort of people, and perhaps no one complains, but this document must be something more than waste paper.

Mr. Valetta: After twenty years did you know that term strictly enforced to one day?—No.

Mr. Valetta: What was this billing matter?—It is what you have before you. It should do for the whole tour. It would not be necessary to send it again.

In answer to further questions the witness said that if a scribble on a paper was sent it would be sufficient. One was cut from another bill. He did not vary the matter.

Mr. O'Connor, for the defence, said there had been a breach of contract, and instanced cases at Westminster and Whitechapel County Courts. In the latter court there was the case where Mr. Alec. Hurley had not sent in bill matter, and which was submitted to the Divisional Court.

Mr. Fred Baugh gave evidence, and said that the letter of August 27 did not reach him until August 30. Under the terms of the contract he was supposed to have fourteen clear days before the date. He had had no notification of appearance at Halifax before the letter on August 30.

Mr. O'Connor: Is it essential that you should have notification fourteen clear days before?—Yes.

Mr. Baugh said that the bills had to be sent into the country to be printed. They had a big business, and if it was to be conducted on business lines it was necessary that notice should be sent to the place where that business was conducted.

His Honour decided that there should have been fourteen days' notice. That had not been given. Consequently there would be judgment for the defendant.

ROBEY v. THE OXFORD, LIMITED.—QUESTION OF PERSONAL AGREEMENT.

In the Chancery Division, Mr. Justice Joyce began the hearing of an action against

5 the Oxford, Limited, in which Mr. George Edward Wade (George Robey) asked

for a declaration that a contract entered into between him and the late Mr. George Adney Payne, managing director of the defendant company, was a personal agreement and lapsed when Mr. Payne died in May of 1907.

The case first came before the Court in December, 1909. Upon that occasion the defendants moved for an injunction to restrain the plaintiff from appearing at the Empire, Leicester Square, or any other place of entertainment within one mile of the Oxford, except the Tivoli. That application was dismissed.

[See STAGE YEAR-BOOK, 1910, p. 275.]

Mr. Simon said the contract stipulated that Mr. Robey should appear at the Oxford Music Hall during certain periods of twelve or fourteen weeks in 1910, 1911, 1912, and 1913, and that prior to or during those engagements he should not perform at any hall within a mile of the Oxford, except the Tivoli. Then they found this clause:—

"Mr. George Adney Payne hereby agrees to find Mr. George Robey two other halls to work in conjunction with the Oxford, for all the within-mentioned periods, at a salary of £120 a week, such salary to be made as Mr. Payne may think fit."

Counsel argued that this was a contract which

contemplated the exercise by Mr. Payne of personal discretion and personal judgment. It was a contract which could not be fulfilled unless Mr. Payne continued able and willing, when the time arrived for fulfilling it, to do certain things. Mr. Payne died in May of 1907 without having personally done anything. Therefore, counsel submitted that this contract was a contract which would not work, for the simple reason that the accident of death had withdrawn the very thing upon which it stood.

Mr. Robey, in giving evidence, said that Mr. Payne was a personal friend of his who advised him from time to time as to his professional engagements. In an interview with Mr. Payne the contract in question was entered into. He maintained that the contract was entered into with Mr. Payne as an individual, and that it had nothing whatever to do with his being managing director of the Oxford (Limited). In cross-examination he admitted that he had now entered into a contract with Mr. Gibbons at a salary of £200 a week for performances at two halls provided he got clear of the agreement now before the Court.

The case was continued on February 7, when Mr. Harry Masters, private secretary to the late Mr. Payne, stated that he was aware of the friendly relations existing between Mr. Payne and Mr. Robey. He remembered the contract under consideration being entered into. Mr. Payne had assured Mr. Robey that he would look after his interests if he left himself in his hands.

Witness asserted that this was a personal contract between Mr. Payne and Mr. Robey. He admitted that he (witness) was now in Mr. Gibbons' employ.

For the defence evidence was given by Mr. Henry Tozer, Mr. Iford Ibbetson, and Mr. William Collins.

The case was continued on February 8, when his Lordship decided in favour of Mr. George Robey.

His Lordship held that the contract was a personal one with Mr. Payne, and that on the death of the latter it became unworkable. In the circumstances, Mr. Robey was justified in entering into an agreement with another person, and there was nothing he need be ashamed of in that. The action, therefore, succeeded, and the counter-claim must fail, defendants to pay the costs.

[See report of Appeal, February 28.]

QUESTION OF VEHICLES FOR TRADE PURPOSES.—MR. FRED KARNO FINED.

At Lambeth Police Court, before Mr. Baggallay, Mr. Fred Karno, was proceeded against by the London County Council for keeping two carriages—motor-omnibuses—without licenses.

Mr. Woodhouse, on behalf of the defendant, said his defence was this—as to one of the 'buses, that it was used solely for the purposes of his trade or business, for the conveyance of goods and burden. The goods consisted of the apparel and paraphernalia of the artists who were taken from music hall to music hall, and the burden was the artists themselves. With regard to the other 'bus, the same argument would apply, but there was this additional defence—that it had not been used at all, as it had been found unsuitable for the purpose.

Mr. Baggallay accepted the defendant's explanation as to the second 'bus, and remarked that as to the other the sole question at issue was whether the ladies and gentlemen who performed at the music halls were a burden—he meant not when they were at the halls, but while they were on the 'bus. (Laughter.)

Mr. Woodhouse submitted that the only question was whether the vehicle was being used for trade purposes.

Mr. Baggallay: Is it a trade?

Mr. Woodhouse: Unquestionably it is a trade.

Mr. Baggallay: He is supplying music halls with artists and their necessary paraphernalia. You say they are just as much goods and burden as though they were sacks of potatoes?

Mr. Woodhouse: That is my contention.

After further argument, Mr. Baggallay decided against the defendant, and imposed a fine of £5 and 2s. costs, but upon the application of Mr. Woodhouse, who said that his client wished to have the question authoritatively settled, agreed to state a case.

EDELSTEN v. MARINELLI.—A LIBEL ACTION.

In the King's Bench Division, before Mr. Justice Ridley and a special jury, Mr. Ernest Edelsten, theatrical agent, of Leicester Square, brought an action for alleged libel against Messrs. Marinelli and Co., theatrical agents, of Charing Cross Road.

The action arose out of the engagements obtained for a music hall artist named George Auger, who appeared in a music hall sketch entitled *Jack the Giant Killer*.

The defendants claimed to be the agents for Captain Auger, and the plaintiffs booked him for a tour on the Macnaghten tour. The statements complained of were in a letter written by the defendants to Mr. Frank Macnaghten, which the plaintiff alleged injured his reputation and lost him a great deal of commission. The defendants denied that the letter was libellous, and pleaded privilege.

The jury returned a verdict for the plaintiff, damages £100.

A stay of execution was granted, with a view to an appeal.

[See report of Appeal, June 4.]

NORDISK FILM COMPANY v. NEW FILM HIRING COMPANY.—FILMS "ON APPROVAL."

An interesting case to film traders was opened before His Honour Judge Wood-

15 fall in the Westminster County Court, M. Olsen, of Conchenager, trading as the Nordisk Film Company at 18, Cecil Court, suing the New Film Hiring Company and its manager, Mr. H. L. Roberts, of St. Martin's Lane, for £13 10s., the price of a film, "Dr. Nikola in Thibet," alleged to have been purchased by the latter. Defendants deny the sale and assert that the film was sent to them "on approval," and, after inspection, proving unsuitable for their clients, was returned to plaintiffs. The evidence called bore largely on the question of the length of time allowed by custom of the trade for the return of films sent "on approval," plaintiffs claiming two, even failing a sale outright, the unreasonable time during which defendants retained the film would constitute a sale in accordance with the alleged general practice that films retained beyond twenty-four hours are considered as purchased.

Mr. L. Landmann, London manager of the plaintiff firm, gave evidence to the effect that he left the film with defendant on November 27. He understood from Mrs. Payne in defendant's office that it was accepted. It was returned to him on December 3.

Witness added that the custom of the trade was for films sent on approval to be returned within twenty-four hours, and that subjects

lost 50 per cent. of their value a week after issue, and depreciated in value to a still greater extent as time went on. "Dr. Nikola" had been released on November 20.

Mr. John W. Smith, general manager of the Warwick Trading Company, Limited, said he had had fourteen or fifteen years' experience, and that the practice, rigidly adhered to by their firm, was that approval films must be returned in twenty-four hours.

Mr. Henry Wood, manager of the Cinematograph Film Hiring Company, Limited, said that until recently there was a stipulative time allowed for the return of films, but that at present the period varied. In some cases a traveller will bring in a film which has to be seen immediately, and in others they are left for any time up to twenty-four hours. The latter was the usual period at present allowed in London.

Mr. Ernest Barry, sales manager of the Cines Company, also said that twenty-four hours' approval was the general custom of the trade. In London they were generally left one day by the traveller and called for on the next.

For the defence, Mr. Henry Lewis Roberts, manager of the New Film Hiring Company, said he was offered the two films, "Dr. Nikola in Thibet" and "A Refreshing Bath," and took them back with him for examination. Witness had previously had films on "appro." from Mr. Landmann, and on one occasion some twenty films were left at his office for over fourteen days. He denied that "Dr. Nikola" had ever been bought—it was returned because unsuitable for their customers—and had it been bought there would have been records in their books, and there were no such records. Witness denied that Mrs. Payne had any power whatsoever to buy films. That was done by Mr. Beece, manager of the film department, in consultation with himself, and no films were ordered at the time of inspection, but at the end of the week, after discussion.

The case was concluded on February 18.

Mrs. W. Payne, examined by Barrington Ward, denied that she had any authority to buy films, or that she had seen the "Dr. Nikola," on Monday, as alleged by plaintiffs. Questioned concerning the alleged practice of the trade to leave films on approval for twenty-four hours only, witness replied that such a stipulation was on the approval note, but was never acted upon, and that in certain cases they had had films left for over a fortnight, and one had been taken away to show to another customer and then brought back to them.

At the conclusion of Mrs. Payne's evidence his Honour stopped the case, saying he was satisfied that plaintiffs had not proved their case. Plaintiffs asserted that Mrs. Payne had bought the films, but she denied it, and it was also sworn that she had no authority to buy films at all. Then plaintiffs claimed further that a sale had been effected by the time the film had been kept, but no counsel could say custom had been proved. The custom of twenty-four hours' approval appeared to be honoured as much in the breach as in the observance. It was not sufficient, to constitute a contract that the condition should simply be printed on the invoice forms. Judgment would, therefore, be given for defendants, with costs.

LESLIE v. THE "ENCORE."—ALLEGED LIBEL.

In the Appeal Court, before Lords Justices Vaughan-Williams, Farwell, and Kennedy, Mrs. Ethel Rebecca Thackeray, variety artist, the plaintiff in the

case of Thackeray v. the *Encore*, Limited, and others, appealed from the verdict given in favour of the defendants in the action in which she alleged libel, which was tried before Mr. Justice Walton and a jury.

The defence was that the words complained of were incapable of any defamatory meaning, and that in their natural meaning they were true in substance and in fact.

Counsel stated that the plaintiff was known on the variety stage as Miss Ethel Ra Leslie, and she was the wife of Francis Henry Thackeray, ventriloquist, known as Lieutenant Travis. In June, 1908, she separated from her husband. On October 15 the following statement was published in the *Encore* :—

"Take notice that Ethel Rebecca Thackeray, professionally known as Ethel Ra Leslie, the lawful wife of Francis Henry Thackeray, professionally known as Lieutenant Travis, of No. 77, Thornton Avenue, Streatham Hill, in the county of London, ventriloquist, is no longer authorised by him to make any purchase or enter into any contract in his behalf, and that he will not be responsible for the performance of any engagements she may enter into, or for any debts she may incur after this date, she having left him and being now located in Belfast."

The plaintiff's case was that the notice would be injurious in her profession, and likely to prevent her from obtaining engagements.

Mr. Jellicoe (for the plaintiff) said the natural tendency of the publication was to convey an impression in the theatrical profession that she was a person of doubtful credit, whose engagements were to be regarded with suspicion. What he complained of was mis-direction and non-direction by the judge and the cross-examination of the plaintiff.

Their lordships dismissed the appeal, with costs, holding that no objection could be taken to the summing-up of Mr. Justice Walton.

[For report of King's Bench trial see *STAGE YEAR-BOOK*, 1910, p. 261.]

DARE v. O'CONNOR.—BAND PARTS.

In the City of London Court, Charles Dare, 26, Ivy Lane, E.C., sued Daniel O'Connor 17 for £3 6s., money lent.

Plaintiff said the dispute only involved 7s 6d., but the question was of importance. It was for band parts that he had done for the defendant, who was a comedian performing for him.

Defendant said he did not owe the 7s. 6d., as plaintiff should supply the band parts for his own houses.

Plaintiff declared that every artist had to provide his own band parts or to pay for them. He engaged the defendant to sing a song at a music hall.

Judge Lumley Smith told defendant that as he took the band parts away he must pay for them. It showed he looked upon himself as the owner of them. Judgment for the plaintiff for the amount claimed, with costs.

SHINE v. MOSS EMPIRES, LIMITED.—PERSONAL INJURIES.—WOODEN BATENS FOR SILLS.

In the King's Bench Division, before Mr. Justice Lawrence and a special jury, was 21 begun an action for damages for personal injuries brought by John L. Shine against Moss' Empires, Limited.

The defendants denied negligence, and pleaded contributory negligence and common employment.

Mr. Simon, K.C., Mr. Walter Wallace, and Mr. David White appeared for the plaintiff, and the defendants were represented by Mr. Montague Shearman, K.C., Mr. E. F. Lever, and Mr. S. P. Kerr.

Mr. Simon, in opening the case, said that the plaintiff had entered into a contract with the defendants to perform a sketch written by him and called *An Actor's Art* at various halls belonging to the defendants. On February 15, 1909, the plaintiff performed the sketch at the Holloway Empire. In the course of the performance the plaintiff had to represent seven different characters, and to do this it was necessary that he should be particularly active. On making his first entrance through a door the plaintiff caught his foot against a wooden sill running across the doorway. The result was that the plaintiff was thrown to the stage with such force that he seriously injured his left shoulder. The following day an examination under the X-rays revealed two fractures of the upper part of the humerus—at the junction of the arm and the shoulder. The result was that he would never enjoy the free use of the left arm.

Plaintiff stated that his engagement with the defendants was for twelve months. He was to receive £32 10s. or £35 per week.

In cross-examination, the witness said that until the accident he had never known a wooden sill to be used for a door on the stage. The proper sill was a piece of iron with rounded edges, and not more than a sixteenth of an inch high. Since his accident he had heard of two similar accidents to actors.

Mr. Frank Curzon said that he knew the plaintiff as a well-known comedian. He was not a personal friend of Mr. Shine, and, in fact, the last time he met Mr. Shine that gentleman was giving evidence against him in a law case. For twenty years he had not seen a wooden batten across a door. It was a most improper and dangerous construction, because an actor was supposed to be looking at his audience and not at his feet whilst going on the stage. He considered that the injury to the plaintiff would materially prejudice his future. Cross examined: He would not be surprised at managers saying that wooden sills were common, but he should not believe them.

Mr. Harry Mapleson, scenic artist, said that wooden sills were in existence thirty years ago. They were substituted by iron sills. Such a thing as a wooden sill would not be allowed in a first-class theatre on account of the danger.

Cross-examined: He had seen a wooden sill at Peckham.

Mr. Hugh Moss, stage manager, said it was twenty-five or thirty years since he had seen a wooden sill in use.

Sir Herbert Beerbohm Tree was called, and said he had known the plaintiff for some years.

Mr. Simon: You know the facts proved in this case. Is it a proper arrangement that a batten or wooden sill should remain where this one was?—I should say it was old-fashioned.

Is it a safe arrangement?—Obviously rather dangerous.

What is a proper arrangement?—There should be an iron sill flush with the floor.

In your early days have you come across this wooden batten?—Yes, to my misfortune. It is about thirteen years ago that I was playing in Hull, and I had to run up the stage and make an exit, and, not being used to this wooden sill, fell against it, and there were some stairs behind, and I put my shoulder out rather seriously. I think it is rather absurd to have this wooden sill, because when you

have to enter a room you have to step over this sill.

Mr. F. Wilson, stage manager at the Holloway Empire, stated that he had called the attention of the manager to this sill, and had pointed out that it was dangerous. It was 2½ ins. high and 1½ in. thick. The day following the accident the sill was cut away and a steel sill substituted.

Cross-examined: It was stock scenery they used. No other accident had happened during the two years he was there.

Mr. Montague Shearman, in opening the defendant's case, said the wooden sill could be found in hundreds of theatres all over the country. A thing was not necessarily dangerous because someone had found out something safer. What they had to consider was whether it was negligent for the defendants to keep the stock piece of scenery with the wooden batten across the doorway.

The case was resumed on February 22, when Mr. B. Ralland, the manager of the Holloway Empire, stated that the scene in question had been used for eight months before the accident. He had heard no complaint about the wooden sill. The scene was set for the approval of the stage manager, Mr. Wilfrid Shine, plaintiff's brother. Witness had seen the battens, or wooden sills, in use at provincial theatres. The flat-iron sills were more generally used now.

In reply to a juror, witness stated that there was a rug over the batten.

Mr. Charles Rock said he saw battens across the entrance in a scene that was being delivered at the Strand for *Richelieu*. Within the last few months they had also been used at the Lyceum. In *The House of Temperley* at the Adelphi there were two battens in use. They were not common in first-class London theatres, but many were to be found in the country.

Mr. Stanley Wade, recently stage manager at Daly's, also gave evidence.

Mr. Bertie Shelton, another witness, said that a greater percentage of sills used in scenery were iron. He did not see why wood should not be used.

Mr. Montague Shearman, in addressing the jury, said that some years ago every actor had to step over a batten. Was there anything unreasonable in using scenery of an old-fashioned kind? If the jury found it was negligent to do so, then at nearly every provincial theatre the management could be accused of negligence unless they did away with the wooden battens. If the accident happened by reason of the batten having been covered by a rug, then the doctrine of common employment came in.

Mr. Simon, replying, stated that the wooden batten was out of date and dangerous.

Mr. Justice Lawrence, in summing up, said the questions were (1) Did the defendants exercise due and reasonable care to have the scenery in safe and proper condition, so as to protect the plaintiff from unnecessary risks? (2) If the accident did not happen from the use of the batten, did it happen by reason of the batten being covered?

The jury returned a verdict for the plaintiff, assessing the damages at £1,000.

Judgment accordingly. Stay of execution was granted with a view to an appeal.

DANCE v. SMITH.

In the King's Bench Division, before Mr. Justice Jelf and a special jury, was begun **22** the hearing of an action brought by Mr. George Dance against Mr. Henry Richard Smith, of the Lyceum, for alleged fraudulent representation.

Mr. Rufus Isaacs, K.C., Mr. McCardie, and Mr. St. John Field appeared for the plaintiff, while Mr. Marshall Hall, K.C., and Mr. Holman Gregory represented the defendant.

In opening the plaintiff's case, Mr. Isaacs said that the action was to recover the sum of £3,000, which Mr. Dance said defendant had induced him to part with by making fraudulent representations. In 1908 Mr. Dance was asked by the defendant to put £3,000 into the Waldorf Productions, Limited, and in reply to questions was told that there was at least £3,500 actually found, and that it was expected that Messrs. Chappell, who were interested in a musical comedy called *The Antelope*, which it was proposed to produce, were also expected to subscribe. The capital of the company, the plaintiff was informed, was £16,000, and that it was all working capital. The plaintiff subscribed for preference shares to the extent of £500, and as Westby and Company paid £2,500 in advance for the right to run the refreshment bars at the theatre. It turned out that the only money which actually existed to represent the £3,500 mentioned by the defendant was £3,000 advanced by him to the company in order that they might pay out what was necessary to start the concern. In order to take up the lease of the Waldorf Theatre from the Law Guarantee Trust Society, Mr. Smith had to pay £1,500. The £3,000 was neither subscribed capital nor in any way an asset of the company, but was advanced on the understanding that out of the first moneys subscribed to the company the defendant's advances were to be repaid. Instead of there being £3,500 working capital, as far as could be ascertained the money Mr. Dance put in was intended to be used, and was used, to pay Mr. Smith.

Subsequently plaintiff, on the receipt of information, charged the defendant with misrepresentations, telling him that he had found out that the alleged actual subscriptions of £3,500 were all a myth, that, as a matter of fact, except for one sum of £50, nothing had been subscribed beyond the £3,000 he had himself paid, which the defendant had paid into the company's account, drawn out next day, and transferred to his own pocket. The first play produced by the company—*The Antelope*—proved a failure. The plaintiff had then become a director of the company, and, at a meeting, repeated his accusations against the defendant, and had them entered on the minutes, and the defendant had his reply entered there also. In January, 1909, there was a petition to wind up the company.

The plaintiff gave evidence in support of counsel's opening statement. He said that when he asked if the whole of the £10,000 capital would be subscribed the defendant replied, "I will not allow the curtain to go up on the first night until that money is in the bank." Defendant had said £10,000 was enough. Carpenter and he had started the Lyceum on £200.

The case was continued on February 23.

Mr. T. C. Wray, theatrical manager, in the service of the plaintiff, gave evidence, stating that he was present at the interview between Mr. Dance and Mr. Smith, and heard the statement said to have been made by the defendant, and in regard to which the present action was brought.

On February 24 Mr. Herbert Blackmore and Mr. William Boosey gave evidence.

THE DEFENCE.

Mr. H. B. Smith, the defendant, giving evidence, said he obtained an agreement for a lease of the Waldorf from the Law Guarantee and Trust Society. At a meeting with

Mr. Dance he told him that the bars were free and that he wanted £3,000 for them. Mr. Dance said he would think about it. At Mr. Dance's suggestion he got into communication with Mr. Boosey, and the result was the production of *The Antelope*. At another interview he told Mr. Dance no capital had been subscribed, but that he had promises of about £3,000 to be paid when the thing was completed. Mr. Dance agreed to come in on the terms of £500 in the share capital and £2,500 for the rent of the bars. He had at the time received verbal promises to take capital from his father, from Mr. Ralph Hall Caine, who said that he would come in with a friend or two for £1,000 at least, from a Mr. Turner, who promised £1,000 at least, and from Mr. Blackmore. He did not tell the plaintiff that he thought the whole £10,000 would be subscribed, or that he would not let the curtain go up on the first night till this had been done, or that the whole £10,000, except for registration fees, would be available for working capital. During a stormy interview between the plaintiff and himself at the theatre Mr. Dance said that he would wreck the company and stop Mr. Boosey from coming on. Eventually the witness offered Mr. Dance his money back, but that gentleman would not take it. When the company was wound up the witness found £1,000 for the payment of artists.

Cross-examined by Mr. Rufus Isaacs, witness said he told Mr. Dance that he ought to have known before he subscribed. He did not tell him that the £3,000 he had advanced was all the money the company had, and that it was to be repaid out of the first money subscribed.

Mr. Isaacs: I suggest to you that the explanation why you did not tell him was that you knew that if he was aware of this fact he would not put in the £3,000 which would repay you?—That never entered my mind.

By his Lordship: He could not say why he did not tell Mr. Dance about the matter. He had no reason for not telling him.

Cross-examined further: He had no explanation to offer why he did not tell him. It did not strike him that it was wrong of him not to mention the charge before the plaintiff paid his money. At the time the only other shares subscribed for were Mr. Blackmore's fifty. The whole trouble arose from the fact that others did not put money in. He and his father also subscribed £1 for one share each. The fact that £3,000 was the amount wanted in connection with the loan was not in his mind when he fixed the amount to be paid by the plaintiff at £3,000. It struck him afterwards as a most curious coincidence. Perhaps he had been over-sanguine about the Waldorf venture.

As the Court was about to adjourn a consultation took place between counsel, after which Mr. Isaacs informed his Lordship that as a result of the answers given by him in the box the defendant had agreed to a verdict for the plaintiff for £3,000 and costs. Mr. Dance on his side withdrew all charges of fraud, and accepted the defendant's statement that he had been over-sanguine.

Mr. Marshall Hall said that so long as the charge of fraud remained on the record Mr. Smith was bound to take the verdict of the jury. He had pointed out to Mr. Smith that in consequence of some of his answers it was quite obvious he was over-sanguine. Defendant recognised that owing to the fact that he did not mention that the £3,000 he had provided would be repaid out of money subscribed Mr. Dance had lost his money. Now that the charge of fraud was withdrawn Mr. Smith

was most anxious to see that Mr. Dance was placed in the position as if the transaction had never occurred.

The jury accordingly entered a verdict for the plaintiff for £3,000, and judgment was entered for that amount with costs.

HOWARD v. GRAYDON.

In the Westminster County Court, there was an echo of a little scene at the Middlesex **22** Music Hall during a wrestling match on September 14, 1909. The case was Howard v. Graydon, Mr. Charles Howard, of Kingsley Street, Regent Square, W., the plaintiff, claiming from Mr. J. L. Graydon £50 damages for assault, alleging that an attendant at the hall, acting under the misapprehension that he was attempting to climb on to the stage, seized him by the shoulders, struck him several times and knocked him down. As plaintiff did not appear the case was struck out.

BOLAM AND DAVIDSON v. LOWES.

At Newcastle Assizes, Mr. Frederick Bolam and Mr. John Davidson applied for an **22** injunction restraining Mr. Lowes from using the Elswick Theatre, Newcastle, for the purpose of cinematograph entertainments, and claiming damages for such use.

Mr. Lowes opened the theatre as a boxing club, but afterwards introduced cinematograph entertainments, when the city authorities intervened and threatened proceedings, and the theatre, which was the property of the plaintiffs, had to be closed. The building had since been demolished, and the injunction was not now required, but damages were claimed for breach of agreement.

The jury could not agree, and the verdict of the majority was accepted. This was for the defendant on the claim, and for the plaintiffs on the defendant's counter-claim.

IS A THEATRE A FACTORY?—A LIVERPOOL SUMMONS.

Before the Liverpool stipendiary magistrate the Shakespeare Theatre Company appeared on an adjourned summons for **23** having contravened the Factory Act. The point in question was that several women were working at the theatre on a Sunday engaged in altering artists' costumes. When the case was up about a month previously Mr. Gaffney contended that a theatre was not a factory within the meaning of the Act. Mr. Shepherd Little agreed with this view, and adjourned the case until February 23, to hear, if necessary, argument. The summons was, however, withdrawn, and the defendants' costs of the day were allowed.

JEROME v. "WALSALL OBSERVER."—AN ACTION FOR LIBEL.

In the King's Bench Division, before Mr. Justice Coleridge and a common jury, **24** was heard an action brought by Miss Daisy Jerome against Messrs. J. and W. Griffin, Limited, proprietors of the *Walsall Observer* and *South Staffordshire Chronicle* for damages for an alleged libel published by them in their paper on February 23, 1909. The defendants said that the words complained of did not bear the meaning alleged, that there was no libel, that they published them without malice, and, further, that they were fair comment on a matter of public interest.

Counsel for the plaintiff, Mr. A. Powell,

K.C., and Mr. S. Lynch; counsel for the defendants, Mr. Vachell, K.C., and Mr. Disturnal.

Plaintiff's case was that she was engaged as principal artist to perform at Her Majesty's, Walsall, for the week ending February 20, 1909, and she alleged that the defendants in their paper maliciously published the following words:—

"For some weeks past we have had fairly good entertainments at Her Majesty's Theatre, but this week we have had one of another kind. Some of the artists appear to be rather diffident as to the success of their efforts. For instance, Daisy Jerome, who, by the way, without very much provocation, is constrained to give three more than the usual number of songs we get from other artists, wonders whether people 'think her rotten or a funny little elf.' We, too, wonder."

It was contended that these words meant that plaintiff was an incompetent and an unreliable artist, and that her performance was without any merit, and that she took, without the wish or sanction of the managers, encores to which she was not entitled upon the merit of her performance, and was unfitted and unqualified to appear on the stage as a music-hall artist.

Mr. Powell, for the plaintiff, said that the defendant's critic had, of course, a perfect right to say he did not like the performance, or to say what he honestly thought of it; but he must not draw on his imagination for his facts and then comment on them, and he must not make personal attacks. Miss Jerome was not in good health on the occasion in question, and was not at all anxious to give an encore, but was forced to do so.

Mr. Westwood, the manager of the theatre, gave evidence. He said she had a salary of £40 a week. She satisfied the audience, and was received with applause. She gave the encore in response to his desire.

Plaintiff, in her evidence, said she was well received by the audience. She sang five songs and made a speech.

Cross-examined: It was in response to the call of the audience that she gave extra songs.

At the close of the plaintiff's case Mr. Vachell submitted that there was no evidence of libel or of malice, and cited *McQuire v. Western Morning News*. His lordship, however, did not agree.

Mr. Vachell, in his address to the jury, drew attention to the number of theatrical libel actions which had been before juries of late, and suggested that it was because advertisement was the very breath of life to members of the theatrical profession. The plaintiff was entitled to her advertisement, but ought it to be at the expense of the defendants?

Mr. J. A. Cook stated that he was on the staff of the *Walsall Observer*, and wrote the criticism complained of. He went to the second of the night performances. He considered it rather a poor show. There was very little applause after any of Miss Jerome's songs. He never remembered a star artist who was so poorly received.

Cross-examined: He was disgusted with the performance, but he denied that he took a "jaudiced" view of it.

Mr. Wm. Wheelan, journalist, on the staff of the *Wolverhampton Express and Star*, said he went to the theatre and witnessed Miss Jerome's "turn" at the second performance. There was very little applause given to plaintiff's songs, and her first one was "a very wretched affair."

Mr. Bertram Fenton, paper manufacturer, of Walsall, Mr. Edward Cicero Bickerton,

photographer, and other witnesses who were in the audience on the occasion of plaintiff's appearance at the Walsall theatre gave evidence in corroboration of defendants' case.

In summing up, his Lordship said that music-hall performers appealed to the public for applause, and thereby invited public criticism. Comment which would be unjustifiable in private life was not only justifiable, but essential, in public life. They might consider the songs had been read in Court to be good or they might not; but they must ask themselves whether the criticism was fair or not.

The jury returned a verdict for the plaintiff, and awarded such damages as would carry costs. On it being pointed out to them by his Lordship that they must name the damages, they assessed them at a farthing. Judgment was entered accordingly.

IRVING v. BODIE.—APPEAL DISMISSED.

In the Court of Appeal, before the Master of the Rolls, Lords Justices Fletcher and Moulton and Buckley, was heard the application of "Dr." Walford Bodie for judgment or new trial of the case, Irving v. Bodie, heard in November last before Mr. Justice Darling and a common jury in the King's Bench Division.

In that case the plaintiff, Mr. Charles Henry Irving, brought the action against the defendant, Mr. Samuel Murphy Bodie ("Dr." Walford Bodie), for damages for alleged fraudulent misrepresentation, whereby the defendant induced the plaintiff to enter into a written agreement, dated July 6, 1906, and pay £1,000 to the defendant. The plaintiff also claimed rescission of the agreement and repayment of the £1,000. Plaintiff alleged that he was induced to enter into this agreement by false representation that the defendant was a duly qualified doctor, and could instruct the plaintiff how to become one; that defendant was carrying on an honest business, was skilled in hypnotism, bloodless surgery, and medical electrical work; had discovered the cure of paralysis by passing through the bodies of patients electrical currents of 2,000 volts which had first passed through his own body; and that he had cured patients discharged as hopeless from London hospitals. At the trial the jury found for the plaintiff.

Mr. Arthur Powell, K.C., and Mr. Daniel Warde appeared for the appellant, and Mr. Frank Mellor for the respondent.

Mr. Arthur Powell, in opening the case, said that the plaintiff appealed upon the grounds that the learned judge had misdirected the jury, that the verdict was against the weight of the evidence, and that the damages were excessive.

Without calling upon Mr. Mellor, the Master of the Rolls said a more hopeless appeal he could not imagine. He had seldom or never read a summing-up more clear, more directly addressed to the real points, and more free from objection on every possible ground than that of Mr. Justice Darling. He entirely failed to find that which was necessary in order to succeed on the ground of misdirection—namely, that there was some substantial wrong or miscarriage occasioned at the trial. What was the substance of the case? A stage-struck young man used to go about from music hall to music hall to see "Dr." Bodie perform, and eventually he approached him and wanted to learn his business. When he came of age and acquired a little property, an agreement was entered into under which, in consideration of being paid £1,000, the defendant agreed to

engage him as his principal assistant in connection with his business as a "hypnotist, bloodless surgeon, and medical electrical specialist," both on and off the stage, for a period of three years. He also agreed to pay him a weekly salary, to teach and instruct him in all the methods and details of his profession to the best of his ability, and to divulge to him all secrets in connection with his stage performances. The plaintiff remained with him sixteen months, and then brought his action, raising two points—namely, that he was induced to enter into the agreement by fraud and misrepresentation, and alternatively that the defendant had not taught him the details of his business. The jury found in plaintiff's favour on both points. What was the confessed, the avowed fact? That the defendant, before the agreement was signed, for the purpose of getting it signed and obtaining the money, showed plaintiff some documents, so-called diplomas, one of which described him as a Doctor of Medicine, something or other of Surgery, and a Doctor of Philosophy. One was in consideration of his having passed a satisfactory examination and attended a course of instruction, which he confessed he had never done. Other documents had reference to his classical acquirements. He told the plaintiff that he was a duly qualified doctor. A more gross lie could not be imagined, because he had no qualification either in this country or the United States. They were told he was only a showman. The answer was that he did not pose before the plaintiff as a showman, but got the £1,000 on the credit of his being a duly qualified doctor. The plaintiff's allegation was proved to the hilt. The fact that the defendant did not teach the plaintiff anything was final proof of the fact that he was an ignorant, unscrupulous quack at the time he obtained this money. It would be a waste of words to say much more. The jury had seen the defendant, had heard extracts read from his published books, and had his admission that certain pictures in the books of patients said to be cured were false, and they came to the only conclusion which twelve reasonable men could come to—that the defendant was a swindler, and that the plaintiff had been swindled. The appeal must be dismissed.

Lord Justice Moulton said that he was of the same opinion and for the same reasons. A more hopeless appeal had never been brought. The defendant's whole case was a farrago of lies.

Lord Justice Buckley said that he agreed. He had nothing to add, except to express his surprise that the defendant had ventured to bring an appeal.

[See report of case in King's Bench Division. STAGE YEAR-BOOK, 1910, pp. 269 and 270.]

ATTORNEY-GENERAL (on the relation of James Lawrence Graydon) v. WALTHAMSTOW URBAN DISTRICT COUNCIL.—MONEY AT THE DOORS.

The action Attorney-General v. The Walthamstow Urban District Council came **28** on for hearing in the High Courts before Mr. Justice Joyce. This was an action brought by the Attorney-General at the instance of Mr. J. L. Graydon, the hon. secretary of the Entertainments Protection Association, and arose from an alleged infringement of the Public Baths and Washhouses Act, 1899. The Act gives permission for baths to be let by a borough council, but Sub-section (b) of Section 2 states "That no portion of the premises in respect of which the license is granted is to

be let otherwise than occasionally to any persons, and that no money for admission is to be taken at the doors." The plaintiffs urged that the defendants had contravened this section, and produced witnesses to prove that on December 26, 1908; March 24, 1909; and April 9, 1909, money was taken at the doors at the Baths Hall, Walthamstow, in connection with the performances which were being given. He further stated that since October, 1909, a picture and variety entertainment had been given at the hall twice on Saturdays and once on Sunday, and that money had been taken at the doors on each occasion. Defendants disclaimed liability on the ground that they had let the hall, and were not responsible for what their tenants did. The hearing was continued on January 31, and Mr. Justice Joyce delivered his decision on February 4.

JUDGMENT.

Mr. Justice Joyce: The defendants in this case are the owners of the Public Baths and Washhouses at Walthamstow, and they are authorised by Statute to let occasionally the Baths for entertainments, and so on. There is a provision in the Act of 1899 that no portion of the premises are to be let otherwise than occasionally to any person or persons for that purpose, and that no money for admission be taken at the doors. No reason for this provision as to not taking money at the doors is indicated in the Act, nor does it appear in whose interest (if in the interest of anybody) that provision was inserted. I am told that it was for the protection of persons formed into an Association, of whom the Relator is Secretary, the Theatrical and Variety Proprietors and Managers in London and the Provinces. It is by no means clear to me why these persons should be protected at all, nor how, if at all, this provision of the Act protects them. No penalty is imposed by the Act itself, nor is any remedy provided for a breach of its provisions.

The present application is for an injunction to restrain the defendants, that is, the Urban District Council of Walthamstow, from taking, or permitting to be taken at the doors, money for admission to the Public Baths on such occasions as they are let for the purposes of music or dancing, and there is an allegation in the statement of claim that the defendants have taken or permitted to be taken, money at the doors of the Public Baths for admission to such entertainments. The defendants are not under any covenant or contract of any sort or kind. When there is an express covenant not to permit a thing to be done, an injunction may probably, and in most cases, if not in all cases, would be granted against permitting it to be done, although when the defendants are not in possession it is not clear what constitutes the violation of the injunction, if granted—that is to say, in the cases when they are not in actual possession. The defendants have let or granted licenses for the use of the baths for music or some entertainment, and it was suggested that the lessees or licensees, whatever they may be, have some time back, taken money at the doors, and it is, I think I may say alleged, though perhaps not very distinctly, that they are now evading or seeking to evade the provisions of the statute by the erection of pay boxes a short distance from the doors, and taking money in those pay boxes, not actually at the doors themselves. It is sought to compel the defendants somehow or other to prevent the lessee or licensee from doing what is done, on the assumption that it is a contravention of the Statute.

Now if an injunction be granted, as asked, it would or might render the defendants liable to sequestration, or it might possibly render

the members of the Council subject to attachment or committal for the conduct or misconduct of the lessee or licensee, even though the defendants as a body disapproved, or bona fide objected to what was being done.

Now this is really what is sought to be obtained, that the Attorney-General may be in a position to apply for a writ of sequestration, or an order for attachment and committal against the members, or some of the members of the Council. But when we look at the statute, there is nothing in the statute as to the responsibility of the defendants, that is the owners of the baths, for the lessees or licensees. Although it is provided that they are to be responsible for any breach of the conditions upon which the license is granted by the County Council, or whatever it may be, to use the place at all for music or dancing, there is no provision that they are to be responsible for the conduct of any lessee or lessees, in reference to the provisions of this Act, as to money for admission not being taken at the doors. It seems to me that I am asked to impose this responsibility, and to make the defendants responsible for that—not only responsible for what I have indicated but also responsible for that which the Act does not make them responsible. In other words, I think I am asked to add another clause to the Act.

Now I do not doubt that the defendants might be restrained from causing a violation of this provision of the statute, if in fact they did cause, or intended to cause it. I think also they might be restrained from authorising, if they did threaten or intend to, or claimed the right to authorise their lessees or licensees to take money at the doors. But, in fact, they have not authorised, or at all events it is not shewn to me that they have authorised—on the documents they have not—and the most that it comes to is that they have not been so energetic as they might be, or used their best endeavours to prevent the violation of the Act.

Upon the whole, I think that if any such order were made as asked, as I have said, I should be imposing upon the defendants the responsibility for the misconduct of their lessees or licensees, and I should be adding to the provisions of this Act something not provided or enacted by it. The Attorney-General can sue the really guilty parties if he pleases to do so, or I should say, take proceedings. I will not say what the form of those proceedings would or might be, but he could take proceedings against the really guilty parties if he chose to do so. I do not see how I could possibly compel the defendants to commence an action or take proceedings against the lessees or licensees, nor do I think it would be reasonable: at all events I do not see my way to compel the defendants to take the responsibility of excluding the lessees or licensees under a clause in the license on the ground of what has been done with reference to the pay boxes, thus compelling the defendants to take the risk of the result of a decision as to whether or not taking money at the pay boxes is an evasion, or is an unlawful evasion of the provisions of the Act of Parliament.

The result is, to my mind, that this action fails, and must be dismissed.

His Lordship would not grant costs and expressed the hope that there would be an appeal. What they should get, he said, was a new Act or a new Section.

Mr. R. Younger, K.C., and Mr. Walter Payne (instructed by Mr. Philip J. Rutland) were for plaintiff. Mr. T. R. Hughes, K.C., and Mr. John Mansfield (instructed by Cartwright and Cunningham) were for defendants.

ROBEY v. THE OXFORD, LIMITED.—QUESTION OF PERSONAL AGREEMENT—APPEAL.

In the Court of Appeal, before the Master of the Rolls and Lords Justices Fletcher, Moulton and Buckley, the Oxford, Limited, appealed from a decision of Mr. Justice Joyce in the Chancery Court.

The plaintiff, Mr. George Edward Wade, professionally known as George Robey, brought the action in the Court below for a declaration that an agreement he had entered into, dated June 1, 1904, was no longer binding upon him, upon the ground that it was a personal contract between himself and the late Mr. G. A. Payne, who died in May, 1907, upon which event the plaintiff contended the agreement lapsed. The agreement provided that Mr. George Robey should perform at the Oxford Music Hall every evening, and also on Saturday afternoons at such times as should be notified by the company, who might, at discretion, vary such times. Such agreement was to be for a period of twelve weeks certain, commencing on March 28, 1910. Clause 3 provided that the artist should not perform or take part in a performance of any description prior to or during the engagement (including Sundays) at the New Bedford, or at any theatre, music hall, club, concert hall, or other place of entertainment then, or thereafter, licensed or opened within one mile from the Oxford (except the Tivoli Music Hall). The agreement was signed by the plaintiff and Mr. Payne, who was then the managing director of the Oxford, Limited.

Upon another part of the agreement was a list of further periods extending down to August 31, 1913, and the following clause:—"Mr. George Adney Payne hereby agrees to find Mr. George Robey two other halls to work in conjunction with the Oxford for all the within-mentioned periods, and Mr. George Robey hereby agrees to accept the same salary of £120 for the three halls, such salary to be made up as Mr. Payne may think fit. Mr. George Robey also agrees not to appear at any other hall in London during any of the within-mentioned dates, this salary being specially agreed upon in consideration of his only working three halls." It appeared that the plaintiff had recently entered into another agreement with a Mr. Gibbons to appear at two halls other than those of the defendant company at a salary of £200 a week, provided that he could free himself of the obligations of the contract in question. The plaintiff's contention was that the contract was a personal one with Mr. Payne, at whose death it came to an end. For the defendants it was argued that as the contract was made by the plaintiff with Mr. Payne as the managing director of the defendant company it was still binding upon the plaintiff, and the company accordingly claimed an injunction to restrain the plaintiff from committing an alleged breach of his contract. Mr. Justice Joyce in the Court below held that the plaintiff's obligations under the agreement determined on the death of Mr. Payne, and made a declaration accordingly. He also dismissed the counter-claim, and ordered the defendant company to pay the costs. From this decision the defendant company now appealed.

Mr. Younger, K.C., and Mr. Maugham appeared for the appellants, and Mr. Simon, K.C., and Mr. McCardie for the respondent.

Mr. Younger, K.C., in stating the case for the appellants, said he thought the Court would come to the conclusion on the evidence that the particular right which Mr. Payne had to exercise was such as Mr. Robey could not have intended to be exercised by one particular person.

Lord Justice Moulton: Is your contention that the Oxford are bound to carry out this agreement?

Mr. Younger: Certainly.

Do you admit that you were liable for the whole of the £120?

Mr. Younger: Certainly. There has never been any doubt about that.

Lord Justice Buckley: You have no words defining that the Oxford must pay the salary, but you have words that the salary is to be made up as Mr. Payne "thinks fit."

Mr. Younger: It has to be paid by the Oxford.

Lord Justice Moulton: If Mr. Payne had to find two other halls, it looks—I do not say it is—conclusive that that was a personal undertaking on his part to find the halls.

Mr. Younger submitted that was not so, and added that the Oxford were to have the exclusive services of Mr. Robey for £120, and they were entitled to require him to sing at three halls. The Oxford was one of the associated halls, and was able to secure the others to take up this contract, and let Mr. Robey have the opportunity of performing.

Mr. Younger resumed his address on March 1. He submitted that Mr. Payne had entered into the contract with the plaintiff as the managing director of the defendant company.

Lord Justice Buckley thought there were words in the agreement which enabled Mr. Payne, as distinguished from the Oxford, to introduce variations that would affect the contract as between the Oxford and Mr. Robey.

Lord Justice Moulton said Mr. Payne agreed to find Mr. Robey two other halls to work, in conjunction with the Oxford, at a salary of £120 a week, such salary to be made up as Mr. Payne might think fit.

Mr. Younger remarked that this sum was to be paid for Mr. Robey performing at three halls.

The Master of the Rolls said he was not satisfied that the Oxford was liable for the whole £120.

Evidence taken in the Court below was read. Mr. Younger submitted that it was not the duty of the Court to allow a person to get out of his bargain when he was not injured by being kept in it.

The case was concluded on March 2. In giving judgment the Master of the Rolls said he thought the agreement was a personal one between Mr. Payne and Mr. Robey, as distinct from an agreement between the Oxford (acting by Mr. Payne) and Mr. Robey. The Oxford agreed to engage the plaintiff for the period mentioned in the agreement, at a salary to be fixed by Mr. Payne, whose duty it was to apportion the salary of £120 between the Oxford and the other two halls, as Mr. Payne thought fit. As Mr. Payne was dead, the apportionment could not be carried out.

The Lords Justices concurred, and the appeal was dismissed.

[See report of case in King's Bench Division, February 5.]

MARCH.

SKATING RINKS AND MUSIC.

At Lambeth Police Court George Frederick Morgan, of the Queen's Hall Skating Rink, High Street, Peckham, was summoned for having on December 21 and February 8 and 19 unlawfully kept open for the purpose of public entertainment, of public music and dancing, the Queen's Hall Skating

Rink without having obtained the grant of a certificate in writing under the seal of the London County Council. The music was, it appeared, supplied by an orchestra.

Mr. Conway said that the defendant was advised by the makers of the instrument that it was not music, and therefore not actionable.

Mr. Hopkins said the council were quite within their rights. There would be a nominal penalty of 40s. and 42s. costs.

BERNHARDT V. POPULAR PLAYHOUSES, LIMITED.—ALLEGED BREACH OF CONTRACT.

In the King's Bench Division, before Mr. Justice Bucknill and a common jury, **2** was begun an action brought by Mr. H. Bernhardt, concert director, against the Popular Playhouses, Limited, for damages for alleged breach of contract.

Mr. Lever, in opening the plaintiff's case, said that on March 18, 1909, plaintiff entered into negotiations to obtain the use of the Lyceum for a sacred concert to be held on the evening of Good Friday, 1909. He made an offer which the late Mr. Carpenter then manager of the theatre, regarded as satisfactory, but he stipulated that the concert should be a sacred one, and that nothing should be done in contravention of the terms of the lease. Mr. Bernhardt demurred to the last condition, but on the following day Mr. Carpenter wrote formally accepting the offer of £50 without any further mention of the conditions of the lease. Thereupon the plaintiff got out his printing and engaged artists.

After the issue of the bills, Mr. Bernhardt received a letter from Mr. Carpenter saying that by engaging Mr. Lionel Brough and Mr. Bransby Williams "you would place us and our property in a very serious position."

Later on Mr. Carpenter said a special license from the Lord Chamberlain was necessary for a performance in a theatre on a Sunday or Good Friday, and that permission had been applied for and refused.

The proprietors of the Lyceum having refused to allow the plaintiff the use of the theatre, he hurriedly took the Crown, Peckham, where the seating capacity brought in only £92, as against over £300 in the Lyceum.

The defendant company denied any breach of contract.

Mr. Bernhardt estimated his actual financial loss at £250 to £300, but held that the injury to his reputation caused by the sudden stoppage of the concert was of greater importance to him.

Mrs. Lewis Waller said she was engaged to recite one of the Gordon League ballads, entitled "How Harry Won the Victoria Cross." She gave it as her opinion that both Mr. Lionel Brough and Mr. Bransby Williams were perfectly suitable members of a sacred concert party.

Mr. Richard Temple also gave evidence.

Mr. Holman Gregory contended that there was no legal agreement for the letting of the theatre.

The case was continued on March 3, when Mr. Henry R. Smith, managing director of the defendant company gave evidence. He said that by the terms of the Lord Chamberlain's license no public entertainment could be given at the theatre on Sundays, Christmas Days, or Good Fridays, except with the permission of the Lord Chamberlain. An application was made at the office of the Lord Chamberlain for permission to hold the concert, but it was refused. Mr. Trendell, who represented the Lord Chamberlain, informed

them that the Lord Chamberlain never granted permission for the opening of a theatre in London on Sundays, Christmas Days, or Good Fridays unless the proposed entertainment was for a *bona-fide* charity, and not for profit in the ordinary way of the business.

The witness, in cross-examination, said the Lyceum had been let for religious services on Sundays. At those services there was a full orchestra of brass and string instruments, but he could not say whether operatic music was played.

His Lordship asked how they reconciled the letting of the theatre for religious services at a profit with the Lord Chamberlain's regulations.

Mr. Gregory said the idea was that the theatre should not be let to anyone for a commercial gain. That referred to persons who were running the entertainment. There was no intention to deprive the proprietors of the theatre of the opportunity of recouping themselves for "wear and tear."

Mr. Frederick Carpenter, chairman of the company, gave evidence.

Questions were put to the jury by his Lordship and answered as follows:—

(1) Did Mr. Carpenter tell the plaintiff before the letter of March 19 that everything was in order about the lease?—Yes.

(2) Did he inform the plaintiff that everything was in order about the Lord Chamberlain's license?—No.

(3) Did plaintiff know that the Lyceum, being a theatre, was not licensed for a concert on Good Friday?—No.

(4) Was it agreed that the Lord Chamberlain's consent should be a condition precedent to the contract?—No.

(5) Damages?—£110.

His Lordship reserved certain points of law for further consideration.

On March 9 the judge heard counsel on the legal hearing of the findings of the jury. Counsel for the defence argued that the contract, in the circumstances in which it was made, was not legal, and therefore void. His Lordship reserved his decision.

[The case was afterwards settled out of court.]

SCOTT V. WILLIAMS—QUESTION OF BILL MATTER.

In the Edinburgh Court of Session was heard the action of Malcolm Scott against

4 Mrs. Williams, lessee of the Gaiety, Dundee, for £100 damages. The plaintiff entered into a contract to appear at the defendant's theatre for £100 a week, commencing on September 13, 1909. When he presented himself at the theatre the defendant declined to allow him to rehearse, but subsequently allowed him to appear on the 14th and for the rest of the week, intimating by letter that she would pay £100 and reserve her claims for damages against Mr. Scott. In respect of his failure to provide her with bill matter in terms of his contract. The plaintiff stated that he did forward bill matter, and that, although he fulfilled his contract, the defendant refused to pay the £100. In another action Mrs. Williams sued Mr. Scott for £250 damages in respect of loss suffered by her through an alleged failure to supply bill matter to enable her properly to advertise this performance.

In the action at the instance of Mr. Scott Lord Salvesen granted decree for the £100 sued for, but superseded extract only on Mrs. Williams finding caution or consigning that sum prior to March 17.

GREGSON v. JOHNSON.—HOLES IN THE STAGE.

At the Scunthorpe County Court, before Judge Sir Sheiston Baker, Bart., William Wilfrid Johnson, lessee of the Public Hall Scunthorpe, was sued by George Gregson, proprietor and chief actor of the Gregson Comedy Trio, playing in the sketch, *The Ideal Maid*, for £42 9s. 10d. damages, consequent upon an accident alleged to have happened while performing at the hall. Mr. R. A. C. Symes appeared for the plaintiff, and Mr. J. R. Watt for the defendant.

The case for the plaintiff was that he entered into a contract to perform for one week commencing December 27 last for £10. During the first performance on Monday night, when walking across the stage, he stumbled with his heel in a hole in the stage, which defendant had neglected to repair, and suffered a severe injury to his foot, and he had to abandon two other contracts, and was not paid by the defendant. No warning had been given him of the hole. Plaintiff went through the second performance, but then saw the doctor, and rested until the Thursday, when the defendant offered him one night's salary. The stage was covered with carpet at the time.

Mr. Watts said the hole was admitted. It was one of those that the plaintiff said could be found on every stage, made specially for the purpose of fixing horizontal bars, trapezes, etc. The plaintiff, with his experience and knowledge of his business, was satisfied with the stage. He made no examination, and expressed no complaint. The hole had been measured, and was $\frac{1}{4}$ of an inch in diameter, and the shoe heel two inches square, yet they were asked to believe that the plaintiff put so much weight that he crushed this heel and the carpet into the hole. The plaintiff had been guilty of contributory negligence. Knowing the nature of his performance—a knock-about one—he was responsible for every member of his troupe, and it lay with him to inspect the stage and see everything safe.

The judge gave a verdict for the plaintiff for £23.

G. DAVEY AND CO. v. BRAMMALL.—THE AMUSEMENTS DEVELOPMENT SYNDICATE, LIMITED.

In the Shoreditch County Court, before his Honour Judge Bray, Messrs. Geo. Davey and Co., Limited, of 76, Finsbury Pavement, E.C., theatrical billposters, sued Messrs. Ellis E. Brammall and Humphrey E. Brammall, of the Britannia Theatre, Hoxton, N.E., theatrical proprietors, to recover £32 10s., being an account for posting bills for the Christmas pantomime. An affidavit had been filed by Ellis Brammall that he was a director of the Amusements Development Syndicate, Limited, whose registered offices were at the Britannia Theatre, and that any orders had been and must have been given on behalf of that Syndicate.

Judge Bray gave a verdict against Humphrey Brammall for the amount claimed. Judgment was entered accordingly, with costs.

WOOLF v. COLLINS'S MUSIC HALL.

In the Clerkenwell County Court, an action was brought by Lily Woolf, music hall artist, of Norfolk Road, Dalston, against Collins's Music Hall Syndicate, Islington Green, N., to recover £4, as salary due under contract, or, alternatively damages for breach of contract. Plaintiff being an infant sued through her father as next friend. Defendants did not appear.

The particulars of claim set forth that on or about December 11 defendants or their agents entered into a contract with the plaintiff for her to appear at Collins's Music Hall for a week at a salary of £4 per week. Plaintiff was willing to carry out the terms of the contract, but the defendants had refused to allow her to.

Plaintiff's solicitor said that his client wrote on January 3, and on the 15th she got a reply signed by the manager, in which he said that he regretted that he could not find any trace of her being booked there.

His Honour: Was there an agreement in writing?

Plaintiff's solicitor: Yes; I have it here. Unfortunately, it was not stamped.

His Honour: I will look at it.

Evidence was given by plaintiff's agent.

His Honour gave judgment for the plaintiff.

PRESENTATION OF A STAGE PLAY WITHOUT A LICENSE.

At the Somerton Petty Sessions, James Martyn, of Somerton, draper, was summoned for that he, being the responsible manager of a place of public resort, called the Lecture Hall, unlawfully kept the said hall for the public performance of a stage play called *Tried for Her Life*, without authority. Defendant pleaded not guilty.

Mr. Rutter, of Wincanton (who appeared for the defence), said Mr. Martyn was one of seven trustees in whom the room was vested, and the applications for letting were granted. After consultation with one or more of the trustees, Mr. Lock came to him to apply for the room, and he said as far as he was concerned he was willing to allow the room to be used, subject to the other trustees also consenting. That was Mr. Martyn's position. The Bench considered the essential point was whether the hall was let from Mr. Martyn or not, and they thought the case should be adjourned.

Mr. Martyn said Mr. Cosens was appointed with him to let the hall as required, and when Mr. Jones was in the town they also consulted him.

By the Bench: Sometimes he let the hall on his own responsibility, but he denied doing so on this occasion. He told the applicant he could have the hall if he also got Mr. Cosens' consent, and he understood no license was required if there was no payment.

Mr. Rutter said Mr. Martyn would accept the responsibility for the letting of the hall.

P.S. Hall said he was on duty in the Lecture Hall and witnessed the play. It had been advertised, and lasted from 9.30 to 10.30. The play portrayed a judge and counsel in robes, defending and prosecuting counsel, a jury, and a girl representing Free Trade, who was being tried for her life. The Colonies and Britannia were also represented. Free Trade was discharged, and "Rule Britannia" sung. There was no change of scene, but the characters were all dressed up. Witness thought it was in every particular a stage play. P.C. Tylor corroborated.

Mr. Rutter said the defence was that the entertainment did not come within the Act. No money whatever was taken. If the Bench found the case to come within the scope of the Act there were hundreds and thousands of similar performances which were now performed freely that would come within the scope of it. He denied that it was a play, but it was intended to serve a political purpose.

The Bench retired, and on their return said there was no doubt that it was a play, and defendant would have to pay 5s. and costs.

STROBACH AND WIEDMAN v. MAC-NAGHTEN.—PROLONGED LITIGATION.—A WRIT OF PROHIBITION.

At Bloomsbury County Court, Judge Bacon had before him the case of Strobach and Wiedman v. Macnaghten. The plaintiffs were Carl Strobach and Franz Wiedman, trading as Olms and Corbett, and they sued Mr. Frank Macnaghten for £60, which they claimed as damages in respect of the non-fulfilment of a contract. In May, 1909, Judge Bacon gave judgment for the plaintiffs for £60. There was an appeal, when Judge Bacon's decision was upheld. The case, however, was sent back on the question of damages, the Divisional Court expressing the opinion that the plaintiffs were entitled to more than nominal damages, but not the full amount claimed. The matter had been before the court several times. A few weeks previously, Judge Bacon had refused to order the plaintiffs to give security for costs. On this occasion it was in the list for trial by a jury. When the case was called on Judge Bacon said that he would not have the case tried by a jury. It came before him in the first instance.

Mr. Martin O'Connor, instructed by Messrs. Blackwell for the defendants, said that there had been an application to a Judge in chambers for a writ of prohibition, and it was decided that the writ should go out unless the plaintiffs' solicitors filed a further affidavit showing that the plaintiffs were living in England at the date that the summons was issued.

Judge Bacon: Against me.

Mr. O'Connor said the writ of prohibition was directed against the court hearing the case.

Judge Bacon expressed the hope that there had not been any tricks played with the High Court.

Mr. O'Connor assured his Honour that that was not so.

His Honour said that a writ of prohibition had been granted by a Judge in chambers against him, and he would not hear the case until he was satisfied that the writ had been repealed or done something with.

Mr. O'Connor: If certain affidavits are filed, and I understand that has been done—

Judge Bacon: I won't run any peril at all. I must have proper evidence about the issue. It will have to be recalled by the Judge or by his authority.

Mr. O'Connor explained the grounds on which the writ was issued, but his Honour said he could not go on with the case. He would have to be satisfied as to the whereabouts of the writ.

A solicitor from the firm of Messrs. Judge and Priestly, for the plaintiffs, said that the affidavits had been filed, but Judge Bacon said he could not understand how a Judge in chambers could issue a writ of prohibition and leave it to a solicitor's clerk to say whether it should be enforced or not. If in the face of that writ he proceeded to hear the case, what would happen to him?

Mr. Schwabe (counsel in another case): Attachment! (Laughter.)

Mr. O'Connor said that the writ was to lie in the office for seven days for the plaintiffs' solicitor to make an affidavit that the plaintiffs were living in England at the issue of the summons.

Judge Bacon said he would have to be assured on the point. He further intimated that he would not have the case tried by a jury, as it was sent down to him to decide.

Mr. O'Connor asked that in view of the opinions expressed by the Judge, his Honour

would send the case to be tried by another Judge.

Judge Bacon said he had no desire to shirk his responsibilities. He discharged the jury, and said that he would take the case when he could apply his mind fully to the case.

The case was then adjourned.

[See report of previous proceedings, February 3, and further proceedings, July 21; also STAGE YEAR-BOOK, 1910, p. 232. County Court case, and p. 275, appeal in the Divisional Court.]

MR. DAVID BLISS: A CHARGE OF PERJURY.

At Bow Street Police Court, before Mr. R. H. Marsham, Mr. David Bliss was

15 summoned for perjury at the instance of Mr. Edward Ferguson and Mr. John Mack (Ferguson and Mack), members of the Variety Artists' Federation.

Mr. George Elliott, K.C., with Mr. C. Doughty and Mr. C. Fyfield (instructed by Messrs. Judge and Priestly) were for the plaintiffs, and Mr. C. F. Gill, K.C., with whom was Mr. Curtis Bennett (instructed by Messrs. Roberts, Seyd and Co.) appeared for the defendant, while Mr. Walter Payne held a watching brief for the United Counties Theatres, Limited.

Mr. Elliott said Messrs. Ferguson and Mack had, through the variety agent, Mr. H. Day, entered into an agreement, through Mr. Bliss, with the United County Theatres, Limited, to perform at the Hippodrome, Devonport, in the week beginning January 4, 1909, for the sum of £25. Shortly after Messrs. Ferguson and Mack had entered into the contract with Mr. Bliss and his company, Mr. Masters, for Mr. Walter Gibbons, approached Mr. Day in reference to a desire to engage the services of Ferguson and Mack for the whole run of the pantomime at the Camden. Mr. Day said he could not fix up any pantomime engagement with Mr. Masters unless he could succeed in obtaining from Mr. Bliss a release of the two artists from the engagement commencing January 4. With a view to securing a release, Mr. Day, on December 17, 1908, put himself into communication with Mr. Bliss, and so far as Mr. Day and those acting with him were concerned, it was assumed by them that they did obtain Mr. Bliss's consent and sanction to the release, and being under that impression Messrs. Ferguson and Mack, instead of going on January 4 to Devonport to fulfil that contract, continued at the Camden. Messrs. Ferguson and Mack, subsequently were served with a summons at the instance of the United County Theatres, Limited, for breach of contract, the breach of contract alleged being that they did not carry out their engagement to go to Devonport as they had originally agreed to do. On July 8, 1909, the action was heard by Judge Woodfall in the Westminster County Court. Evidence was given by way of defence on behalf of Messrs. Ferguson and Mack that they had been released from the engagement. Mr. Goodson, Mr. Day's agent, swore that Mr. Bliss had agreed with him to postpone the date of Messrs. Ferguson and Mack's engagement. He produced a copy of a letter written by him to Mr. Bliss thanking Mr. Bliss for having kindly postponed the date. Mr. Bliss, on the other hand, went into the witness box and gave his testimony. He first of all denied that he had ever consented to waive the contract at all. He also denied, when it was put to him in cross-examination, that he had a conversation with Mr. Masters over the telephone on December 17. He denied that he had ever spoken to Mr. Goodson at the

Tivoli to the effect that he would release Messrs. Ferguson and Mack; he denied that he had received a letter on December 17 from Mr. Goodson or Mr. Day's agency thanking him for having consented to the postponement. He denied that he had arranged with Mr. Harry Day a turn to take the place of Messrs. Ferguson and Mack, and he swore further that at the last moment on December 31 Dorothy Grimston and company were engaged to take the place of Messrs. Ferguson and Mack when the latter did not fulfil their engagement. He also denied that he ever spoke to anybody on the subject of the release at the Tivoli. He admitted that he had spoken to Mr. Goodson, though he had refused to release the artists. The learned judge in consequence decided in favour of Mr. Bliss, stating that under the circumstances he must give judgment for the plaintiff company, the United County Theatres, Limited, and found for them with the sum of £25 damages, ordering Messrs. Ferguson and Mack to pay the costs. As a matter of fact, the whole of those costs were paid, and £10 had been paid on account of the damages, the remainder being outstanding. Messrs. Ferguson and Mack were naturally very sore about this, and they were legally advised that if Mr. Bliss's story were true they had been treated very negligently by Mr. Day, who had warranted to them that he had obtained the release from Mr. Bliss. Accordingly they proceeded alternatively against Mr. Day for negligence and breach of warranty. This action was also heard at the Westminster County Court, before his Honour Judge Woodfall. Mr. Bliss was the principal witness, and substantially told the same story that he had told on the previous occasion, though he might have used some slight qualifications. The only point of discussion was whether it was true that Mr. Day had, in fact, obtained from Mr. Bliss the release of the two artists. That was the sole issue before the judge, and to that point the whole of the inquiry was directed. When Mr. Bliss was called on behalf of Mr. Day he was cross-examined as to the alleged conversation on the telephone with Mr. Masters. It was alleged that Mr. Masters had actually spoken to Mr. Bliss, and that the former had recognised the latter's voice. Mr. Bliss, when cross-examined, replied that he was not in the office at the time of the conversation, and that at the time of the conversation Mr. Cockerell had been in the office and he had reported the conversation to Mr. Bliss. The judge ordered Cockerell to be sent for, and without having any opportunity of communicating with anyone, Cockerell came into court and was put into the box. In answer to questions by the judge the witness said that he had never had a conversation with Mr. Masters, and that he well recollected that Mr. Bliss had a conversation with Mr. Masters on the telephone, and that it had reference, in fact, to the question of the release of Messrs. Ferguson and Mack, so that Cockerell, called by the judge under those circumstances, gave evidence which was diametrically opposed to the statement made by his master. In addition to the evidence given by Cockerell, Harry Day was called, and he swore that he was present in the room with Masters when the latter spoke over the telephone. Mr. Day also stated that some days later he happened to be at some Turkish baths, where he again met Mr. Bliss, who asked him who was going to perform at the Camden besides Ferguson and Mack. Then Mr. Masters was called, and swore that he had a conversation on the telephone with Mr. Bliss, whose voice he recognised, and that Mr. Bliss absolutely released the two from their engagements. He also said that, some days

afterwards, prior to February 4, he had a conversation with Mr. Bliss and Mr. de Frece, and that he said to the former, "You know as well as I do that you released them." To this Mr. Bliss replied, "If I released them, well, I did." Mr. Goodson (from Day's) was next called, and deposed to having on the evening of December 17 written a letter in the following terms:—

"Dear Mr. Bliss,—Ferguson and Mack, I believe, are booked to you at Devonport on January 4, and I understand your permission is required in order that they can play for me at the Camden Theatre from the 28th onwards. I shall be pleased to hear by return that you can see your way to let them do that.—I am,

Then Mr. Goodson explained to the learned judge that, having written that letter, he also arranged with Mr. Bliss for Dorothy Grimston and company to be engaged as a substitute for Ferguson and Mack, and that as that company would prove the bigger draw—being paid £40—he (Mr. Goodson) agreed by way of return to Mr. Bliss to engage and book the Eccentrics, who were at Bristol on December 27, to go to Devonport, so that they could perform at the Hippodrome there under circumstances which would be much cheaper. He also proved that whereas Mr. Bliss had stated that Dorothy Grimston and company had been specially and hurriedly engaged on December 31 as substitutes for Mack and Ferguson, the contract with that company was in fact signed and returned to Mr. Bliss, who had it as early as December 19, so that Mr. Bliss's statement that he had been obliged hurriedly on December 31 to book Dorothy Grimston and company must have been inaccurate. He was able to produce a letter which was sent to Mr. Bliss dated December 19 in these terms:—

"Dear Sirs,—I thank you for postponing the engagement of Ferguson and Mack on January 4, and I enclose the contract for the Eccentrics at Bristol on December 27 and 28, so that you may have them for the Devonport week. Please let me have signature and also contract."

The letter went on—and this was extremely important:—

"Will you kindly let me have contract for Dorothy Grimston and company for Devonport on January 4 to play and perform exactly as at the London Coliseum, commencing December 14.—Kindest regards,

H. GOODSON."

The important part of the letter consisted of this: that the letter enclosed the contract with Dorothy Grimston and company, and that the contract was returned signed by Mr. Bliss, so that he must have received the letter, which was the covering letter for it. It was returned signed before December 19, so that so far from the company having been engaged hurriedly, the arrangements must have been completed before the 19th. Having heard the evidence, and having seen those letters, which had not been put before him at the first trial, the learned County Court judge gave an entirely different decision. Instead of deciding, as he did on the previous occasion that Messrs. Ferguson and Mack had not been released from the contract, he decided that Mr. Day had secured their release, and that the evidence given by the witnesses satisfied him, and that the statement made by Mr. Bliss he entirely disbelieved. Accordingly he gave judgment for Mr. Day against the poor, unfortunate Ferguson and Mack, and said that, having regard to the evidence then before him, he would grant

Ferguson and Mack a new trial in respect of the first case, and would give them an opportunity of having the decision reversed. He granted a stay of execution to prevent the execution which could have been levied under the first judgment, and that procedure was merely suspended pending these proceedings.

Evidence was given by a clerk in the office of Messrs. Judge and Priestley, after which the case was adjourned for a month. On April 12, evidence was given by Mr. Harry Masters, Mr. A. J. Fawley and Mr. Harry Day, and the case was again adjourned. On April 19, evidence was given by Mr. Harry Day, Mr. Harry Goodson, Mr. Harry Masters and Mr. Arthur Cockerel. On April 26, evidence was given by Mr. H. Goodson, and Mr. Marsham discharged the case.

In announcing his decision the magistrate said: My view of it is, the real point is whether it was wilful and corrupt perjury, and whether there is enough for a jury to convict upon. My view about the matter is that no jury would convict of wilful and corrupt perjury. A mistake may have been made, no doubt, but I am satisfied there is not sufficient evidence to put him on his trial.

LIELL v. MITCHELSON.—RIFLES THAT MISSED FIRE.

An action for damages for injuries received during the progress of a stage play was heard by his Honour Judge Emden at the Lambeth County Court, when Bernard Liell, Grosvenor Avenue, East Sheen, Acton, sued E. Hill Mitchelson, Saltoun Road, Brixton, an actor, to recover £15 15s. damages for personal injuries received through the alleged negligence of the defendant in allowing a rifle and bayonet to be used and handled by an incompetent and inexperienced person.

Plaintiff was engaged by defendant to play the part of a Chinaman in a piece called *Who is She?* In the piece the Chinaman had to make an attack on the defendant, who played the part of hero. Defendant was to give the order to two soldiers standing by to shoot the Chinaman, and (if the play went as it was written and stage-managed) the two soldiers fired their rifles and the Chinaman was wounded and carried off the stage. The two men who played the part of the soldiers were a provincial super and the stage carpenter. Plaintiff made a rush up the stage rather to the right, as if to attack the defendant, and the two supers fired. The carpenter's rifle missed fire, and the other man was apparently under the impression that he pulled the trigger. Finding that nothing had happened, he attacked the plaintiff with his bayonet, which caught him (plaintiff) under his left eye, effecting considerable injuries. Seeing what was coming, and finding the rifles had not gone off, plaintiff put up his hand to protect himself in case the rifles should go off. Apparently, in the extrication of the bayonet from the plaintiff's cheek, the provincial super's rifle did unfortunately go off. and the charge entered plaintiff's wrist.

His Honour gave judgment for £12, with costs.

RUFFELL v. BERNHARDT, JAY AND MANN, AND OTHERS.

In the London Sheriffs' Court, the case of Ruffell's Imperial Bioscope Company v. 16 Bernhardt, Jay, and Mann, and the Brighton Palace Pier Company, Limited, which had been remitted from the High Court, came up for the assessment of damages.

It was alleged that the defendants had advertised and exhibited at the Palace Pier Pavilion a bioscope entertainment as "Ruffell's Imperial Bioscope." As a matter of fact, it was not Ruffell's entertainment, and as the films shown were not of the class supplied by them, and were not up to date, the plaintiffs submitted they had suffered injury.

It was announced that the defendants had consented to judgment for twenty guineas being entered against them, on the understanding that in the case of Jay and Mann execution should be suspended for a month after the taxing of costs.

Mr. Moverley Sharpe remarked that the matter arose out of a misunderstanding.

FIONI V. MAUDE.—CLAIM FOR COMMISSION.

Miss Henriquette Maude was sued in Liverpool County Court by Mr. James Fioni, 16 agent, for £17 8s., commission at 10 per cent. on a Moss-Stoll tour extending over a year.

Mr. Harding (instructed by Mr. Harold Pemberton) represented the plaintiff, whose case was that in November, 1907, Miss Maude appointed him her sole agent for three years to procure engagements, and she was anxious to be booked in the Moss-Stoll tours. In November that year he secured for her two trial engagements at the Empire in Liverpool and the Empire in Birmingham, and a further week at Manchester in March, 1908. He also secured engagements for her at various music halls in different parts of the country. Plaintiff said he wrote twice a week, and, in addition, occasionally wired to Mr. Stoll for a booking for Miss Maude, and in September, 1908, he received from them contracts for a tour, the aggregate salaries coming to £174. When he sent on the contracts for her signature Miss Maude wrote him that she had forwarded them unsigned to Mr. Stoll, saying they must go through a London agent to whom she had given her sole agency. She signed the contracts through this agent, but plaintiff claimed that the engagement was due to his introduction, and to his persistent applications on her behalf, and that he was entitled to his commission.

Cross-examined by Mr. Goldie: The plaintiff admitted and identified a letter he had written to Miss Maude in April, 1908, after her complaints that he was not securing enough engagements for her, in which he stated, "I will release you from your contract."

Judge Thomas, after hearing further evidence, held that the letter of April, 1908, terminated the sole agency contract, and that the plaintiff afterwards was entitled to commission only upon engagements procured through him. The plaintiff had to prove that the engagement was procured through his agency, no matter whether Miss Maude had bound herself to pay commission to another agent or not. In the absence of Mr. Stoll or any evidence from London to support the plaintiff's claim, his Honour said he was bound to say plaintiff had not proved his case, and there must be judgment for the defendant, with costs.

CHAPPELL v. HARRISON.—CUSTOM OF PIANOS AT THEATRES.

At Bow Street Police Court, Mr. John Arthur Harrison, theatrical costumier, of 17 Leicester Square, appeared before Mr. Curtis-Bennett, to a summons charging him, as the landlord of the Strand, for authorising to be levied a distress on a piano con-

trary to the Law of Distress Amendment Act, 1908.

Mr. Mulligan appeared in support of the summons; Mr. Storry Deans defended.

Mr. Mulligan said that the defendant, Mr. Harrison, recently leased the Strand to Mr. Robert Hilton, who presented there *Richelieu*. On January 22 Mr. Hilton telephoned to Messrs. Chappell and Co., Limited, of New Bond Street, asking them to send a piano to the theatre, and one was sent there on January 24. On February 16 Mr. Harrison caused a distress to be levied at the theatre, and among the goods distrained upon was the piano in question. Messrs. Chappell and Co.'s representative subsequently served on Mr. Harrison a statutory declaration to the effect that that firm had lent the piano to the theatre without payment in accordance with the well-known custom in the trade, and that the said firm had no beneficial interest in the theatre.

A number of witnesses were called to prove that it was the custom in the piano trade to lend pianos to theatres without charge, the consideration being that the name of the maker should be displayed on the piano in some conspicuous position, or that there should be an intimation on the programme that the piano had been kindly lent by the maker. It was admitted in this particular instance that the name of the maker was not conspicuously displayed on the piano and did not appear on the programme. Mr. Storry Deans argued that that being so the custom, if it existed, did not apply to the piano in question.

The magistrate said that Messrs. Chappell and Co. did not appear to have obtained any advertisement, and it could not be supposed that anyone would lend a piano without receiving a *quid pro quo*. To his mind the custom failed, and the landlord was entitled to distrain. The summons would be dismissed, and he awarded the defendant £10 10s. costs.

[See report of appeal, November 10.]

COOK v. KIRWAN—ADVERTISEMENTS IN THEATRE PROGRAMMES.

In the Warrington County Court, before the Deputy Judge, the adjourned case of **17** Frederick Cook, dentist, Sankey Street, in which he sought to set aside or cancel an agreement entered into with Michael Barry Kirwan, advertising contractor, for advertising in the Royal programme for twelve months was heard.

Mr. A. Browne, for the plaintiff, said one of the defendant's canvassers called on plaintiff and explained that it was their intention to give away 5,000 programmes weekly at the Royal. Mr. Cook thereupon signed an agreement for an advertisement to appear in the programme for one year. Later, he ascertained from the manager of the theatre that the statement about the free distribution of 5,000 was untrue, and ever since there had not been a single programme given away in the theatre. The advertisement was absolutely worthless, as the people who frequented this class of theatre did not buy programmes.

Mr. Waters, manager of the theatre, said it took them all the time to sell 200 per week. They generally sold as many as possible, and the remainder they put in the waste paper basket. The programmes cost the theatre nothing.

His Honour gave judgment for the plaintiff for 30s. with costs.

LEAMORE v. MACNAGHTEN.

At the Bloomsbury County Court, the case of Leamore v. Macnaghten came before **17** Judge Bacon. The plaintiff, Mr. Tom Leamore, of Grove Lodge, Brixton, sued Mr. Frank Macnaghten to recover the sum of

£25. It was a claim for damages for breach of contract made between the plaintiff and the defendant in his employ as a variety artist. In the alternative there was a claim for wrongful dismissal and arrears of salary. When the case was called on, Mr. Moyses, barrister, instructed by Mr. C. F. Appleton, said the action was to be tried before a jury, but he was happy to say that the parties had come to terms. There would be judgment for the plaintiff for the full amount claimed, and the costs to be taxed.

Mr. Moyses said the case would have taken a good deal of time, as the allegations were serious. The defendants had caved in at last.

Judge Bacon: I daresay they would explain the caving in in some way. You have got judgment.

Mr. Moyses: For £25 and costs, with advice on evidence.

Judge Bacon: Yes.

Mr. Moyses said that the case had been adjourned from February 3 on account of the illness of one of the witnesses.

His Honour gave an order for costs for the two days.

BLISS v. UNITED COUNTIES THEATRES, LIMITED.—MOTION REFUSED.

In the Chancery Division, before Mr. Justice Eve, Mr. Clayton, K.C., moved for an injunction for the plaintiff, Mr. David Bliss, to restrain the defendant company, the United Counties Theatres, Limited, and the other directors other than the plaintiff from excluding plaintiff from acting as managing director of the company.

Mr. P. O. Lawrence, K.C., for the directors, read an affidavit of the secretary of the company, which set out that the plaintiff was dismissed mainly for wilful and persistent disregard of the instructions of the directors. He also denied that the business of the company would suffer by plaintiff's absence. Pending proceedings in the Courts against the plaintiff were also referred to in affidavits as justification for the action of the board.

Mr. Clayton read an answering affidavit of the plaintiff in which he entirely denied that he had ever ignored the instructions of the board, and said that the real reason for the action of his co-directors was that, for some reason not disclosed, they "wanted to get rid of him." Counsel submitted there was no substance in any of the charges, and that the plaintiff was entitled to the injunction.

His Lordship declined to make any order such as asked for, and dismissed the motion, with costs.

WRAGGE v. THOMSON AND CO., LTD.—A GLASGOW LIBEL.

In the Court of Sessions, Edinburgh, before Lord Kinnear and a jury, the action was **21** tried in which George Wragge (professionally known as George Reeves), music hall artist, sued D. C. Thomson and Co., Ltd., proprietors of the *Dundee Weekly News*, for £500 damages for alleged slander, said to have been contained in a paragraph which appeared in the defendants' newspaper on February 13th, 1909, headed: "George Reeves Shoots Wife Twice. Then Ends His Own Life. X-Rays Saves Woman." There followed in the paragraph details of the shooting by a man named Reeves of his wife.

The plaintiff said, in reply to Mr. Crabb Watt, K.C., that he was a comedian, and had always acted under the name of George Reeves. Up to the appearance of the article

in question he had had steady employment. There had never to his knowledge been any other George Reeves in the profession. His wife was also a variety performer. Her maiden name was Frances Drew. His wife appeared as Alice Fitzwarren in *Dick Whittington* at the Gaiety, Glasgow, before the date of the article complained of. The plaintiff was also in the pantomime company. After the pantomime engagement was over he appeared at the Palace, Glasgow, and on the last day of his engagement there he found that the article appeared in the defendants' newspaper.

Cross-examined by Mr. Anderson, K.C., the plaintiff said that George Reeves was an uncommon name. He had never heard of a footballer called George Reeves. The defendants had offered to put in their paper an explanation that the paragraph did not refer to him, and to pay him £5 expenses.

DEFENCE.

John D. Thomson, a sub-editor of the *Dundee Weekly News*, was the first witness examined for the defence. He said, in reply to Mr. Anderson that he took the material of the article complained of from the *New York American*. He made a number of alterations, eliminating the place where the affair occurred, and designations, and deleted American terms, so as to make the paragraph intelligible to British readers. In making the alterations and inserting the paragraph he had no intention of associating the incident with any living man. Until this action was raised he had never heard of the plaintiff. He had heard the name. If he had thought the paragraph could be associated with any living man, it would not have been inserted.

Cross-examined by Mr. Crabb Watt: Apart from time and locality, the paragraph was of human interest. Nobody in this country was interested in an obscure New York street. He did not think it was necessary to state in the paragraph that the man referred to was a janitor.

George B. Duncan, editor of the *Dundee Weekly News*, said that he offered to make an explanation and to pay costs to the amount of £5. That offer was refused.

Cross-examined: If the American paper had been quoted that would have shown that the incident took place in America.

SUMMING UP.

Lord Kinnear, in charging the jury, said that there were two separate questions of fact, and they were both for the jury. Was the article of and concerning the plaintiff, or was it not? If it was of and concerning him, was it false and calumnious and injurious? As to the second question, if the jury answered the first in the plaintiff's favour, his Lordship did not suppose it would give them much trouble, because he could not imagine anybody disputing that if the statement was intended to apply, and did apply, to the plaintiff, it was certainly false and injurious. The explanation that the defendants had no intention in their own minds of injuring the plaintiff was not a conclusive defence by any means, because although a writer in a newspaper might not, in his own mind, intend to injure anybody in a paragraph or article which he wrote, still he would be responsible if the true meaning and intent of his writing itself was defamatory of any individual. If a writer made a statement about somebody whom he denoted by name and put it so as to lead ordinary reasonable and sensible people to read his article as denoting the particular person complaining, then he would be responsible, although in his own mind he meant no harm. That really depended, the jury would see, on a perfectly sound and reasonable principle. Words had a

meaning, and persons who used words must be presumed to intend that meaning, and to take the risk of the meaning of the words being true and harmless. After all, they could not dive into persons' minds, and although the jury were not asked to believe that the defendants really meant to hurt the plaintiff, the jury had got to construe the language as the defendants meant it, and judge for themselves whether that was or was not the true meaning and intent of the paragraph. The jury must read the article for themselves, and consider whether reasonable men reading it in Glasgow, and knowing that Mr. George Reeves was a comedian actually engaged in work in one of the Glasgow places of amusement at the time, would come to the conclusion that it was that George Reeves that the article meant or that it was somebody else. If none of the alterations had been made, and the article had simply been published exactly as it appeared in the American newspaper, there could have been no mistake about the matter. It would have been perfectly clear that the story was told about an event that happened in a particular street in New York, and that the man was the janitor of some tenement in Lexington Street there.

The jury retired, and after an absence of an hour and twenty minutes returned unanimously a verdict for the plaintiff, assessing the damages at £100.

THE CINEMATOGRAPH ACT.

At Clerkenwell Police Court, Frank Stebbings, of "Rivers Hall," Rivers Street, 22 Essex Road, was fined £5, with £2 2s. costs, for contravening the Cinematograph Act, 1909.

Mr. Chilvers prosecuted for the London County Council, and it was complained that the defendant had given exhibitions without a license from the Council, using, it was said, inflammable films. The defendant was understood to say that he had dropped the use of such films.

ROSS v. GELDERD.—THE CUSTOM OF A FORTNIGHT'S NOTICE.

Before his Honour Judge Woodfall, in the Westminster County Court, the case of 23 Ross v. Gelderd was tried, and was an action by the plaintiff, Mr. Russell Ross, a theatrical manager, to recover damages against the defendant, an actor, for breach of contract to appear at New Brighton.

Mr. Ross was called, and in reply to questions put to him by his counsel said that in consequence of the defendant's request to give him employment he, on November 1 last year, gave him an engagement to appear at New Brighton at a salary of £3 a week. The defendant duly accepted it, but on the following Tuesday (November 4) he wired to say he could not appear, as he had taken another engagement. The result was that two other artists were engaged to take the defendant's place, but both of them were unsatisfactory owing to illness and lack of knowledge of the parts. He (plaintiff) therefore claimed two weeks' salary by virtue of the recognised custom of the profession. He also claimed that he had suffered loss by having been prevented from keeping an appointment in Scotland owing to the defendant's breach of contract.

Judge Woodfall: I shall not admit any evidence of damage apart from the question of salary. It is too remote.

Mr. Levaux, a theatrical manager, was called to give evidence as to the custom of the profession, and said that unless he engaged a

man for the run of the piece he would consider the engagement was terminable by a fortnight's notice or a fortnight's salary on either side.

Mr. Frank Weathersby said the custom of the profession was a fortnight's notice or a fortnight's salary on either side, unless the actor was engaged for the run of the piece.

Mr. G. Bryden Phillips said that his experience as a manager was that where an actor was engaged for two weeks certain and did not appear he was liable to pay the manager a fortnight's salary.

Mr. Arthur Bertram gave similar evidence, and said the custom referred to was fully recognised.

Mr. Duncan Young, Secretary of the Actors' Association, said he did not agree with the witnesses who had been called as to custom. His experience was that where an actor was engaged for the run of the piece, and the contract was broken by either side, a fortnight's salary would be payable, but he was not aware of any custom such as had been deposed to in the case of a fortnight's engagement.

The defendant was called, and denied that any contract was ever entered into between the plaintiff and himself. He had an interview with Mr. Ross, and the latter asked him if he was prepared to accept an engagement, and he said he was, but nothing was ever arranged between them, and the question of salary was not even referred to. He totally denied that any contract was entered into.

His Honour said he must find that there was a contract, and that the plaintiff was entitled to recover. The evidence as to custom was very conflicting. He should give judgment for the plaintiff for £3 10s., with costs.

APRIL.

DICKSEE v. BARKER—CINEMATOGRAPH SHOWS.—PROSECUTION AT LAMBETH.

At Lambeth Police Court, E. M. Barker was summoned by Mr. B. J. Dicksee, district surveyor, for having on February 3 and on March 7 used a public building, to wit, the Old Kent Picture Palace, Old Kent Road, as such before the district surveyor or the Tribunal of Appeal had declared his or their approval of the construction thereof. Arising out of the matter there was a summons against Messrs. W. Townson and Sons, Limited, builders, of Bolton, for failing to comply with a notice of irregularity served upon them by the district surveyor.

Mr. Pasmore appeared in support of the summonses, and Mr. Daldy defended.

In opening the case, Mr. Pasmore said the summonses related to a public building used for the purposes of a cinematograph exhibition. Under Section 78 of the London Building Act, public buildings were in the absolute discretion of the district surveyor, who made such requirements as he thought fit, subject to the builder's right of appeal to the Tribunal of Appeal. The Cinematograph Act came into operation on January 1, 1910. The house was licensed under this Act, but he submitted that the Cinematograph Act was not intended in any way to interfere with the jurisdiction of the district surveyor. The requirements of the district surveyor were set out in a notice of irregularity. Several of them were complied with; but two were not. One related to a passage-way outside the building. The district surveyor objected that the gradient was too steep. The other related to the door of the manager's room. The district surveyor required that that door should open inwards, and not outwards.

Mr. Dicksee was called, and gave evidence in support of the summonses.

Cross-examined by Mr. Daldy, he said the building had his approval so far as stability and strength of construction were concerned. The only two points he was finding fault with were the slope and the door, and the object of his requirements was to secure the safe exit of the public from the building in case of fire or panic. He did not know that the County Council insisted that the door of the manager's room should open outwards and not inwards. A portion of the slope had been railed in.

Without calling upon the defence, Mr. Hopkins dismissed the summonses, with £5 5s. costs against the district surveyor, and in doing so said he hoped that some day some tribunal would define the status of the district surveyors in cases where, in their view, their jurisdiction clashed with that of the County Council.

ROSE v. ST. DENIS.—ALLEGED BREACH OF CONTRACT.

In the King's Bench Division, before Mr. Justice Lawrance and a special jury, Mr. "Ike" Rose, impresario, of 16, St. Martin's Street, Leicester Square, sued Miss Ruth St. Denis, the dancer, for breach of an agreement dated January 26, 1909. Sir F. Low, K.C., Mr. Walter Frampton, and the Hon. Alexander Shaw appeared on behalf of the plaintiff, and the defendant was represented by Mr. Lancelot Sanderson, K.C., and Mr. E. F. Spence.

In opening the case, Sir F. Low said that Mr. Rose, as an impresario, was approached by Miss St. Denis in the summer of 1908 as she wished to improve her position. The agreement, dated January 26, 1909, provided that for one year Mr. Rose was to act as Miss St. Denis's sole manager, and that he was to have full power to book engagements for her in first-class theatres in England, on the Continent, and in the United States, and to sign contracts on her behalf, subject to her approval. The third clause stated that she was to pay Mr. Rose for his services 20 per cent. on the weekly salaries paid to her. The agreement further set out that, in order to carry on his other business, Mr. Rose was at liberty to absent himself for four or five days. The first engagement (counsel proceeded) was at the Coliseum, commencing in April, 1909. So successful were her Coliseum performances that her engagement was extended to eight weeks. On May 3 she addressed the following letter to Mr. Rose:—

"Dear Mr. Rose,—As you have exceeded the time limit allowed for your business, I consider my contract with you at an end. Consequently, pending further advice, we cannot have further business relations.—Yours truly, RUTH ST. DENIS."

Ever since that date the defendant had refused to be bound by the agreement. It appeared that on Tuesday, April 27, in order to boom Miss St. Denis, a tea was given at the Carlton Hotel, and Mr. Rose was present, acting in her interests. The same evening he left London for the Continent, and was back in town the following Sunday; therefore he was away four working days. On the Monday after his return he was engaged in looking after her interests and endeavouring to effect other contracts.

Plaintiff then went into the witness-box and corroborated his counsel's statement. On the second week of her appearance at the Coliseum she paid him £110 by cheque, and that was all she had ever paid him. She had the

offer of seventeen weeks at the same salary as before (£275 a week), and a week at Cork at £300, and also in America. She refused £400 a week in America. He could have got her engagements for at least thirty weeks in the year at a salary of never below £100. That would work out at £6,000 at the lowest figure, and of that £1,200 would be due to him. Had there been a two years' extension of the agreement, to which he was entitled had he so chosen, she could have got exactly the same remuneration. He denied that he stayed away six days. He arranged a Press tea on the Tuesday at the Carlton Hotel, for which Mr. Stoll paid. The same evening he left England. Miss St. Denis was aware two weeks before that he had business which would take him away. He arrived back the following Sunday night, and on the Monday her engagement was prolonged. The same day he received her letter terminating the agreement.

Henry Danton, a clerk in the office of Mr. H. Wilson, plaintiff's solicitor, was then called to speak to the contract between Mr. Rose and Miss St. Denis. He said that he suggested to her that she should have independent advice, but she replied, "I know what I want, and if it is in the document, I don't want any other solicitor." She altered some things in the draft agreement after taking it away to read over, and she was one of the shrewdest business women he had ever met in the theatrical profession.

Paul Murray, of the firm of Wm. Morris, 418, Strand, said that the plaintiff opened negotiations with them for Miss St. Denis in reference to American engagements. The figure asked was £400 a week, but it was considered too much. Subsequently, in verbal negotiations, the firm expressed willingness to give £400 for performances in America, as they wanted her badly, and were very keen on getting her.

The hearing was resumed on the following day, when the jury decided to award the plaintiff £1,750 damages, plus £110 (presumably commission for the second part of the four weeks at the Coliseum, he having received a similar sum in respect of the first part).

Some misunderstanding as to the smaller sum arose, and on the advice of the judge the verdict was altered to £1,750 alone.

Judgment for this amount was accordingly entered with costs.

MUSIC AT A SKATING RINK.—C. BYNG-HALL FINED.

At the Surrey Quarter Sessions, Charles Byng-Hall, proprietor of the County 5 Skating Rink, at Penrhyn Road, Kingston, was fined £50, and ordered to pay the costs of the prosecution, for using those premises for music and dancing, without having a licence for the same.

The proceedings, which were instituted by the Surrey County Council, were taken on the information of two "common informers," residents in the vicinity of the rink, who objected to the noise caused by the playing of a band, and the skating on Sundays.

CLIFTON v. NEW TIVOLI, LIMITED.—QUESTION OF MATINEES.

In the King's Bench Division, before Mr. Justice Darling and Mr. Justice Bucknill,

8 Clifton v. the New Tivoli from a decision given by his Honour Judge Woodfall in the Westminster County Court in November, 1909. [See STAGE YEAR-BOOK, 1910; pp. 271 and 272.]

The plaintiff in the County Court action sued

the defendants to recover salary alleged to be due, i.e., payment for two weeks, including *matinées*, and for damages for not being allowed to perform at two *matinées*.

The question raised was whether the Tivoli had the right to leave artists out of their Saturday *matinée* performances. Plaintiff entered into a contract to appear at the Tivoli at £8 10s. a week, and one-seventh of that sum when required to appear at a *matinée*. The Tivoli started leaving artists out of the Saturday *matinée* performance, giving them notice on the Friday night that they would not be required. Plaintiff was given notice on two Friday nights that he would not be required, and the *matinée* money was stopped. That, it was stated, had not been contemplated by plaintiff, who was engaged through Mr. Harry Masters for the defendants. Mr. Masters told him he could have £10 for nights and *matinées*, and he stated he could not agree to that as it was contrary to the agreement with the Variety Artists' Federation, and it was agreed that he should take £8 10s. and one-seventh for *matinées*. The plaintiff was tendered his salary for two weeks less the *matinée* money, but he refused it and sued the defendants. The Judge held that Clause 3 in the contract—that the artist was "to appear at all *matinées* required by the management"—meant *matinées* required by the management, and did not agree with the argument advanced by the defendant that it was the intention to read the word "when" in before "required." He gave judgment for the plaintiff for the two weeks' salary which had been tendered, for payment for the two *matinées*, and nominal damages 20s. for not being allowed to perform. The total was £20 8s. 6d. His Honour expressed the hope that there would be an appeal. Defendants appealed.

Sir Frederick Low, K.C., and Mr. Campbell-Johnstone (instructed by Andrew Wood, Purves, and Sutton) appeared for the appellants; and Mr. Doughty (instructed by Messrs. Judge and Priestley) for the respondent.

Sir Frederick Low contended that the word "required" in Clause 3 meant requested, and applied to the artist and not to the *matinée*. That being so, he submitted that the plaintiff was only entitled to be paid for a *matinée* when requested to perform.

Mr. Doughty argued the construction given by the County Court judge.

Mr. Justice Darling, in giving judgment, characterised the contract as a successful effort on the part of those who drew it up to make the meaning of the contract between the parties as obscure as possible. It was contended by the plaintiff that the word "required" in Clause 3 simply applied to the *matinée*, and did not mean "requested" but something like "arranged for." That construction of the contract would mean that if the defendants determined not to have a *matinée* the plaintiff would not be paid, but if they determined to have a *matinée* and had one, then no matter who performed at it, all the artists who signed the contract would be entitled to be paid whether they performed or not. The word "require" might perhaps have been construed in that way if it had not been used in the contract before. An earlier clause said the artist agreed "to perform on Saturday afternoons when required." It was clear that "required" there applied to the artist and meant "requested," because it could not mean that the artist agreed to appear whenever the management required a Saturday afternoon. He thought that the word in Clause 3 must be read in the same way. That being so, the plaintiff was en-

titled to payment for *matinées* only when he had been requested to perform. The appeal would be allowed.

Mr. Justice Bucknill delivered judgment to the same effect.

Leave to appeal was granted.

[See report of Appeal, July 20.]

EARDLEY v. CURZON—SUMMONS FOR ASSAULT.

Before Mr. Curtis-Bennett, at the Bow Street Police Court, Mr. Frank Curzon, lessee of the Prince of Wales's, Coventry Street, W., was summoned by Mrs. Blanche Eardley for assault.

The summons was part of an advertising scheme in connection with *The Balkan Princess*.

It was arranged that the prosecutrix attended the theatre in a large hat; that someone should sit behind her and object; that she should then be interviewed by Mr. Curzon in the corridor, who would refuse to allow her return to the theatre unless she took off the hat. She would then leave the theatre, and issue a summons. It not then being generally known that the case was part of an advertisement scheme, Mr. Curtis-Bennett gave it his consideration and dismissed the summons, with five guineas costs.

[See report of action *Dann v. Curzon* on October 17 and December 20, in connection with this case.]

CRICHTON v. GOODMAN.—ALLEGED BREACH OF CONTRACT.

At Workshop County Court, Haldane Crichton claimed £46 18s. 6d. from Solomon Goodman, proprietor of the Gaiety, Workshop, for breach of contract. Mr. T. E. Ellison was for plaintiff, and Mr. A. Neal defended.

Mr. Ellison said that in December, 1909, an agreement for Mr. Crichton to play *The Cingalee* at Workshop was entered into, defendant to take the whole receipts and to pay plaintiff £65. A clause in the agreement specified that plaintiff should deliver the requisite printed matter to defendant fourteen days prior to the engagement. In order that such printing could be delivered, it was necessary for defendant to supply all particulars, and as he had not done so, Mr. Crichton's agent wrote to him on January 12, asking for the same to be sent. He received a reply the following morning giving the required details, but a few hours later a wire came from defendant cancelling the engagement, his reason being that the printing had not arrived as per contract. He said he had arranged with another company for the nights booked by plaintiff, and had entered a counterclaim for £10 for breach of agreement, owing to the non-arrival of the printing.

Evidence was given by plaintiff and his advance agent, Albert Pennell, after which the case was adjourned.

McMICHAN v. ARNOLD.—CLAIM FOR DAMAGES FOR PERSONAL INJURIES.

In the Liverpool County Court, before Judge Thomas and a jury, Mrs. Jane McMichan sued Mr. J. J. Arnold, proprietor of a small variety theatre carried on in East Street, Waterloo, under the title of the Bijou Theatre, for damages. On Monday evening, February 14, Mrs. McMichan attended a performance at the theatre, paying 3d. for a seat in the gallery. At the half-time interval, while Mrs. McMichan was leaving the theatre and descending the stairs she fell and badly

strained her wrist. The fall, she said, was due to the fact that the handrail of the stairs did not continue to the top, and to the gas jet being turned so low that the defect was not visible.

The jury found for the plaintiff, and fixed the damages at £2. His Honour gave judgment accordingly, and limited plaintiff's costs to two witnesses at 2s. 6d. each.

MR. H. BERNHARDT.—A CHARGE OF PERJURY.

At the Marlborough Street Police Court, Mr. Herbert Bernhardt, of Regent Street, was summoned before Mr. Mead charged with committing wilful and corrupt perjury in an affidavit made on November 27 last in connection with a case in the High Court of Justice between him and Popular Playhouses, Limited. Mr. Harry Wilson, solicitor, prosecuted, and Mr. E. F. Lever (instructed by Messrs. Hutchinson, Sons, and Gomm) appeared for the defence.

Mr. Lever said the defendant, who had a complete answer to the charge, would reserve his defence.

Mr. Mead committed the defendant to the Central Criminal Court, allowing him bail in £200 and his own recognisances of £400.

[See report of proceedings at the Central Criminal Court, April 28.]

CURZON v. LEIGH—QUESTION OF THEATRE BARS AND EXCISE DUTY.

In the Chancery Division, Mr. Justice Warrington heard an action brought by Mr. 25 Frank Curzon against Mr. J. H. Leigh, which involved the question of which of them was responsible for the payment of the Excise duty in respect of the sale of intoxicating liquors at the bars of the Prince of Wales's.

Mr. Terrell, K.C., said that in 1896 the theatre, including the bars and the refreshment rooms, was held by Mr. Edgar Bruce under a long lease. On March 18 of that year Mr. Bruce sublet to Mr. Lowenfeld for twenty-four years. Subsequently the lease became vested in Mr. George Edwardes, and on August 31, 1899, Mr. Edwardes assigned the lease to Mr. Leigh. Prior to that, however, he had entered into an agreement with Mr. Bruce to grant him the sole right of occupying the bars for twenty-one years from December 25, 1899.

For the purposes of the theatre Mr. Curzon had to obtain a theatre license from the Lord Chamberlain. Having obtained that it was not necessary under the Excise Acts to get a license direct from the justices. One could be obtained from the Inland Revenue office, but they would only grant an Excise license to the person holding the Lord Chamberlain's license. So, although Mr. Curzon had no interest whatever in the bars he had to take out the Excise license and pay the annual fee of £20. The point was, who was liable to pay this sum? Counsel contended that it was a necessary outgoing for the maintenance of the theatre, and said that if Mr. Curzon refused to take out the Excise license the landlord could re-enter and deprive him of his contract. He asked for a declaration that Mr. Leigh was liable to repay the amount to Mr. Curzon.

Mr. Cave, K.C., submitted that Mr. Leigh could not be compelled to repay Mr. Curzon.

His Lordship held that the Excise duty was not included in the outgoings that the landlord covenanted to pay, and there was no obligation expressed or implied upon the landlord to pay it. Mr. Curzon was not com-

pelled to take out the Excise license. It was a voluntary payment by him, and he was not entitled to the declaration asked for.

The action was dismissed with costs.

CINEMATOGRAPH EXHIBITIONS AND PRIZES.

At Cambridge, Frederick Hawkins, kinematograph proprietor, was summoned for **26** having on April 8 kept a certain room—the Assembly Rooms of the Working Men's Club and Institute—to exercise a lottery.

The accused, it was stated, had issued numbered bills, and advertised that a number would be thrown on the sheet at the performances, and if the number on the sheet corresponded with the number of a bill held by one of the spectators, the holder would be entitled to a cash prize, and in some cases to other prizes, such as a cruet, teapot, etc.

After a private deliberation of the magistrates had taken place, the Mayor said the magistrates were unanimously of opinion that a breach of the law had been committed in issuing those handbills. A nominal fine of 5s. and costs, two guineas in all, would be inflicted on defendant under the Vagrancy Act.

MOULD v. MEWHA.—A SLANDER ACTION.

At Preston, Walter Mould, manager of the Hippodrome, Accrington, was awarded **27** £50 damages for slander against Samuel A. Mewha, stage manager of the Accrington Garrick Amateur Dramatic Society.

The action was in connection with a performance by the society at the Hippodrome of *The Silver King*. The evidence showed there were 111 complimentary tickets for the first performance on March 14, and on seeing the plaintiff's return, showing total receipts of £19, defendant remarked to several officers of the society, "The house is blue; we are being diddled." Though the secretary and the treasurer of the society had checked the tickets and cash, and expressed themselves satisfied, the defendant persisted in his slander, and when the following night's return was presented he exclaimed, "Look, this is a trifle better!" and insisted that Monday's return was wrong, and also persisted in his slander at a subsequent committee meeting.

Plaintiff stated that in consequence of the defendant's statements his directors had ordered him to clear himself.

MR. HERBERT BERNHARDT.—A CHARGE OF PERJURY WITHDRAWN.

At the Central Criminal Court, before Mr. Justice A. T. Lawrence, Mr. Herbert **28** Bernhardt, 42, concert agent, surrendered to his bail upon an indictment charging him with having committed wilful and corrupt perjury in an affidavit in an action in the High Court between himself and Popular Playhouses, Limited.

Mr. Frampton, who appeared for the prosecution, said he had come to the conclusion that there was a probability that the defendant had made an honest mistake in the statement he made in the affidavit, and in the circumstances the prosecution did not propose to offer any evidence.

Mr. Justice A. T. Lawrence allowed the case to be withdrawn, and, as no evidence was offered by the prosecution, a verdict of not guilty was returned, and the defendant was discharged.

[Police Court proceedings, April 21.]

HACKNEY PALACES, LIMITED, v. EVANS AND THE LONDON THEATRE OF VARIETIES, LIMITED.—AN INJUNCTION.

In the King's Bench Division, Mr. Justice Darling had before him the action **30** Hackney, etc., Palaces v. Evans and London Theatre of Varieties, which was brought by the Hackney and Shepherd's Bush Empire Palaces, Limited, against the London Theatre of Varieties, Limited, proprietors of the Olympia Music Hall, Shoreditch, for an injunction restraining the defendants from allowing Mr. Will Evans to appear at the Olympia, Shoreditch, prior to the completion of his engagement with the plaintiffs. The defendants having failed to file a statement of defence, the plaintiffs now asked for judgment.

His Lordship granted an injunction, with costs.

VERAGUTH v. CROYDON OLYMPIA.

In the King's Bench Division, an application for judgment in default of appearance was made to Mr. Justice Darling in the case of Veraguth v. Croydon Olympia, Limited.

Counsel stated that the motion was made on the part of the plaintiff, and that the action was brought for rescission of a contract to take shares in a limited company, owing to misrepresentation in the prospectus. Before the action was brought, he continued, a letter was sent by plaintiff's solicitors to the defendant company, to which no reply was received. A writ was issued, and no appearance was entered to the statement of claim, nor any defence put in. Then notice of motion for judgment was served on the company, and still no appearance was made. The company, he continued, was incorporated in 1908. They issued a prospectus for the skating rink, and it was in that prospectus that the misrepresentations are alleged to have been made.

Judgment was given as requested, with costs.

MAY.

PARRY v. QUINLAN.—CHORISTERS AND REHEARSALS.

In the Bloomsbury County Court, Mr. Tom Parry, of Victoria Mansions, Willesden, **2** vocalist, sued Mr. Thomas Quinlan to recover £6 for wages and wages in lieu of notice.

The plaintiff stated that he was engaged for the Covent Garden opera season, his salary as a chorister to be £2 per week. He objected by letter to attending daily rehearsals without extra pay, and contended that they were not in the contract.

Judge Bacon read through the contract, and said that one of the provisions was that he should conform strictly to the ordinary rules of the theatre, and attend all performances and rehearsals.

The plaintiff said that he was prepared to abide by the contract. There had been seven weeks' rehearsal. He was entitled to extra pay when he was called up for a rehearsal.

Judge Bacon said that it would be impossible for any stage undertaking to be carried on if choristers and performers did not attend rehearsal when necessary. He thought that the plaintiff was entitled to one week's pay, £2, but not for the time in lieu of notice. Judgment would be given for the plaintiff for that amount.

LEVEAUX v. HALL CAINE.—ALLEGED BREACH OF CONTRACT.

In the King's Bench Division, before Mr. Justice Channell and a special jury, Mr. Montague V. Leveaux, theatrical manager, sued Mr. T. H. Hall Caine to recover damages for the alleged breach by the defendant of a contract to write and deliver a play to him by November 1, 1908.

Mr. Lush, K.C., and Mr. Colam appeared for the plaintiff; and Mr. Eldon Bankes, K.C., Mr. H. A. McCardie, and Mr. S. Field for the defendant.

Mr. Lush, in opening the case, said the complaint that Mr. Leveaux made was that he entered into a contract with Mr. Hall Caine in which the latter was to deliver a play on which he had been engaged. Mr. Hall Caine broke the contract, and thereby Mr. Leveaux suffered heavy loss. Mr. Hall Caine's defence was that the contract was subject to the implied condition that his health and ability to work should continue, and that in August, 1908, and onwards he became seriously ill from nervous exhaustion and insomnia, and was unable to work upon the play, and by reason of that he became excused from the consequences of his non-fulfilment. The question to be decided was whether it became impossible for Mr. Hall Caine to carry out his contract, and a question for the judge would be whether this was a case to which this defence was applicable. In the summer of 1908 (counsel went on) Mr. Hall Caine's son, Mr. Derwent Hall Caine, went to Mr. Leveaux and told him he had a play of his father's. He explained what the idea was, and suggested that Mr. Leveaux should arrange to take the play on tour on the terms that Mr. Leveaux was to do all the financing, and that the profits of the tour should be divided between them, Mr. Leveaux to take two-thirds and Mr. Derwent Hall Caine one-third. The latter also explained that there was an important part in this play which he wished to take himself, and it was arranged, providing the part was considered suitable for him, that he should play it at a salary of £10 per week. It was arranged that Mr. Leveaux should debit the profits before distribution with a sum of £10 per week to recover the costs of managing the play during the first and second tours, and £5 per week for the later tours. On July 7, 1908 (counsel continued), Mr. Derwent Hall Caine wrote to Mr. Leveaux:—"I have discussed the terms for the new play with my father, and the following is his view of what, under the circumstances, would be a fair scale of royalties:—On receipts up to £200, 5 per cent.; above £200 to £400, 7½ per cent.; above £400, 10 per cent. In the case of *The Christian*, *The Bondman*, and *The Prodigal Son* the royalties rose as high as 20 per cent., in a sliding scale beginning at 5."

Shortly afterwards the agreement was entered into between Mr. Leveaux and Mr. Derwent Hall Caine on the one part and Mr. Hall Caine on the other. The agreement contained the clause:—"The author agrees to hand to the managers the full manuscript of the play by November 1, 1908, which condition shall be of the essence of the contract."

By November 8, 1908, the necessary arrangements were well advanced, and the plaintiff, not having received the play, wrote to the defendant pointing out this fact. On November 9 he had an interview with Mr. Hall Caine, and on that occasion the defendant said nothing about any illness. The defendant wrote on November 17 saying that he had been very unwell and confined to his bed for many days. Later the plaintiff wrote asking when the manuscript play would be sent to him, and

the defendant, writing from St. Moritz, said that the complete failure of his health in October and November had broken up his plans and disturbed his intention of re-writing *The Unwritten Law* with his own hand. The plaintiff had an interview with Mr. Golding Bright, who was acting as Mr. Hall Caine's agent, and suggestions were made as to the play being finished in collaboration. On January 19 the plaintiff received a letter from the defendant in which he requested the plaintiff to allow him to postpone its production in the provinces until his health was sufficiently restored. Later on it was suggested that the delivery of the play should be deferred for another year. To this the plaintiff would not agree, and a writ was issued against the defendant. Originally the plaintiffs in the action were Mr. Leveaux and Mr. Derwent Hall Caine, but the latter being a minor, that writ was set aside and a new one issued by Mr. Leveaux alone. In conclusion, Mr. Lush submitted that the case was one in which the plaintiff was entitled to recover substantial damages. The other plays written by Mr. Hall Caine had been the source of very large profits.

Mr. Leveaux said when he discussed the play with Mr. Derwent Hall Caine the witness was under the impression that the play was complete. Later he had to write to the managers saying he could not get delivery. He thought he was very lucky not to have been sued. Witness said he proposed to have three companies running—one in the north, another in the south, and a fit-up company. On the basis of previous plays by Mr. Hall Caine, he estimated that he would be able to command 60 per cent. of the takings.

Cross-examined by Mr. Bankes, witness said Mr. Derwent Hall Caine first mentioned *Jan, the Icelander*; or, *Home, Sweet Home*. It was a play with alternative titles. He did not make it plain that the play was only a rough draft, and would have to be rewritten and completed. Up to the time he signed the agreement he had never seen the play or manuscript. He thought Mr. Hall Caine was a sufficiently important personage to justify him in taking such a course.

Evidence was given by Mr. Leslie Morton, Mr. J. B. Mulholland and Mr. Arthur Bertram.

Mr. Bankes, opening the case for the defendant, submitted that the action was not only unfounded, but ungenerous. Mr. Hall Caine was anxious to assist his son, and it was the latter who first suggested that if his father would let him have a play it would be a great advantage to him, because he might find a manager who would produce it and give him a share of the profits and the opportunity of taking a leading part in its performance. Plaintiff was introduced to Mr. Hall Caine merely as a friend of the son. Mr. Hall Caine was engaged finishing a novel, "The White Prophet." He had a motor accident, his nervous system was affected, and he was unable to do any creative work.

The case was continued on the following day, when Mr. Hall Caine said he wrote the story fifteen or sixteen years ago, when he "told" it to an American audience to whom he had been asked to lecture. During the interval it rested in his pigeon-hole, and was "lighted upon" by his son Derwent in 1908, and the son brought it to the notice of the plaintiff.

Dealing with his indisposition in 1908, Mr. Hall Caine said he had two misfortunes with his motor-car in August.

Mr. Derwent Hall Caine, Mr. Wentworth Croke and others gave evidence.

On the following day, May 5. Mr. Eldon Bankes stated that on the previous night Mr. Hall Caine had a communication which reminded him of the fact, which he had forgotten, that ten years ago there appeared to have been a copyright performance of the play in question in the North of England.

Mr. Hall Caine was then recalled with regard to the copyright performance in 1900. When his attention was called to the matter he said he was greatly surprised. There was an entry about it which he had seen in THE STAGE Cyclopaedia. The entry was as follows:—

Jan the Iclander; or, Home, Sweet Home.
D. 3 a. Hall Caine. West Hartlepool Grand, November 24, 1900.

A consultation took place between counsel and the parties, and Mr. Bankes then announced that the litigation had been settled.

LEAMORE v. MACNAGHTEN.

At the Bloomsbury County Court, Judge Bacon had before him the action of Mr. 3 Tom Leamore against Mr. Frank Macnaghten to recover the sum of £30.

The plaintiff's claim was for £30 damages for breach of contract made between the plaintiff and the defendant to employ the plaintiff. The amount in question was one week's salary.

Mr. C. F. Appleton, solicitor for the plaintiff, mentioned that the amount claimed had been paid, but he applied for proper costs to be allowed, as the amount had not been paid with an allowance of five clear days. A contract between the plaintiff and the defendant had been broken by the defendant.

Judge Bacon: Have you given notice to the other side?

Mr. Appleton said a representative of Messrs. Blackwell, solicitors, was present.

Judge Bacon: You have had all you have asked for?

Mr. Appleton: The money should have been paid within five days. The cheque came on Friday. The cheque is dated Thursday, April 28.

Judge Bacon: That is not five clear days. You must have the costs.

COCHRANE v. BIRMINGHAM HIPPODROME.

Before Judge Ruegg, at Birmingham County Court, Albert Edward Cochrane, music 3 hall artist, sued the Birmingham Hippodrome, Limited, to recover £100 damages in respect of personal injuries sustained by him at the Hippodrome by falling through a trap-door on the stage.

It was stated that the accident occurred on December 26, 1909, the plaintiff being in the employ of Mr. Charles Barnold, who had "a dog and monkey show," which was given at music halls. The animals took part in a sketch which was booked to appear at Birmingham Hippodrome for the week opening on Boxing Day. The management had given instructions that Mr. Barnold's manager and men were to be on the stage on the Sunday morning at twelve o'clock, when the stage hands would be there to assist them in putting their properties in order and marking out the spaces required. Mr. Cochrane and Mr. Voehl went on the stage, and found that it was in darkness. One or two men who were stage hands arrived, and a start was made with putting out the properties. Plaintiff went to pick up one or two things to take to the dressing-room from the back of the stage when he fell through a trap-door and injured himself. He was afterwards attended by Dr. Oliver, and a broken rib was diagnosed.

Jacob Voehl, Mr. Barnold's manager, spoke to going on the stage with the plaintiff. They had to arrange a miniature village. There were no lights burning except in the auditorium. He received a message that the stage hands would be there at twelve o'clock to hang the cloth, etc. Witness did not see anyone open the trap-door. Mephisto was due to appear at the Hippodrome the same week, and in his performance trap-doors were used. Witness could not say whether any of Mephisto's men were engaged that morning in preparing for his magical act.

Mr. Madlocks, for the defence, submitted that there was no case to answer. The plaintiff must frame his action on the ground that he was a servant of the defendants or that he was a licensee. Mr. Cochrane was a servant of Barnold, and went to the theatre before his engagement commenced. He went there with the knowledge that it was a place where there were trap doors, and that other people might be using the theatre for the same purpose as himself. There was no evidence that the defendants opened the trap doors.

A lengthy legal argument took place on the question of liability, after which a young man named Rosenberg, a stage hand, who was on the stage, said he saw Mephisto open the trap-door. Witness was not paid anything by the Hippodrome proprietors that Sunday. He went there to see whether he could help artists and earn tips.

His Honour described the case as one of importance, and reserved judgment.

His Honour delivered his judgment on May 26 to the following effect. He said he was not satisfied that it was at the express invitation of the defendant company that plaintiff went to the theatre on the Sunday, but he was satisfied that plaintiff was there with the assent and knowledge of the managers. He accepted the evidence regarding the accident, but there was nothing to show how, or by whom, the trap door was left open. With regard to the defendants' responsibility in the matter he (his Honour) did not think it could be held that, in the absence of any servant on the stage to direct persons and prevent such accidents, the defendants were guilty of negligence. It could not be said by the plaintiff that there ought to have been a person on the stage to see that no one opened the trap door, and therefore, irrespective of whether the door was opened by a member of the Mephisto troupe or by men generally in the employment of the theatre, he was unable to find there was any negligence on the part of the defendants. Accordingly there must be judgment for the defendants.

MACNAGHTEN v. "THE STAGE."
APPEAL ALLOWED.

Lord Justices Vaughan Williams, Fletcher Moulton, and Farwell, in the Appeal 4 Court, heard the appeal case of Mr. Macnaghten v. the Proprietors of THE STAGE, the application being for judgment or a new trial on appeal from the verdict and judgment at a trial before Mr. Justice Ridley and a special Jury.

Mr. Marshall Hall, K.C., appeared for the appellant and Mr. Montague Lush, K.C., with Mr. Doughty, for the respondents.

In opening the case Mr. Marshall Hall said Mr. Macnaghten entered into an agreement with two people named Scott and Brodie to give a performance of a certain sketch at his places of entertainment. Under

an award of an arbitrator, which had taken place previously, it was within the province of the proprietor of the music hall to transfer the artists from one hall to another upon notice and upon paying extra money. Notice was given to Mr. Scott and Mr. Brodie to transfer the performance elsewhere. Mr. Scott agreed to this, but Mr. Brodie did not agree. They did not play at the transferred place; they presented themselves at the place where the original agreement was for, but they were not allowed to perform. Thereupon they sued Mr. Macnaghten in the County Court for £35, their salary for that week. Mr. Macnaghten put the matter in the hands of his solicitors, who put upon the Court first of all the defence that they were not indebted, and that they had been properly transferred. Then the solicitors also put upon the Court the defence that that was a contract that could not be supported, as it was an illegal contract to perform stage plays at music halls. The County Court judge held that that defence was not a good one, and gave judgment for the plaintiffs for the full amount of the claim. Afterwards the case went to the Divisional Court, and the judgment was reversed, and judgment given for Mr. Macnaghten. In THE STAGE of May 28, 1908—that was in between the decision of the County Court judge and the reversal of the decision by the Divisional Court—an article appeared, in which the material part was set out in the statement of claim. He was not disputing that it was a matter of public interest. His point was it was not a criticism of a literary production, but that it was a personal attack upon an individual. He would submit at the proper time that it was covered by authority that no judge in the kingdom could stop a libel of that kind from going to the jury.

Mr. Marshall Hall proceeded to quote from the article as follows:—Contracts and Licenses.—Scott (Brodie) v. Macnaghten, heard the other day in the Bloomsbury County Court, is another of those cases which bring home the vexatious and serious condition of the laws relating to public amusements. Sooner or later—and surely it cannot be long—the injustice of the laws arising in a flagrant instance or on a large scale will force a solution, which to-day everyone seems nervously putting off. In the first-mentioned case the Macnaghten management, which appears with undeniable frequency in the Law Courts, sought to evade a contract on the ground that within the knowledge of both parties the contract was illegal, as Sadler's Wells was unlicensed for stage plays. Mr. George Scott was under engagement to play *The Drummer of the 76th* at various Macnaghten halls. Mr. Scott could not see his way, on the point of expense, to perform at Southampton during the week that had been fixed for Sadler's Wells. He was thereupon peremptorily told by Mr. Frederick Baugh that the company must play at Southampton or nowhere. Mr. Scott had the professional spirit to resent this sort of treatment, too much of which survives in certain classes of management. Mr. Scott took action for the week's money improperly withheld. Mr. Frank Macnaghten was not content to abide by the merits of the case, but relied on the discreditable defence just referred to. We say discreditable because, in our opinion, it goes behind the contract and breaks the faith that lies in a man's word. Mr. Scott and Mr. Macnaghten had agreed to do certain things. Mr. Scott was scrupulously carrying out his part of the bargain. Mr. Macnaghten, with his own undertaking in black and white before him, tries to skulk out of it, as it seems to us, in order to cover up a fault that was on his side. The artist or the

manager, as the case may be, has only the sense of honour of the other contracting party to rely upon. . . . Sketch artists, with their heavy responsibilities, cannot afford, we think, to take the risk involved in a contract that an unscrupulous manager may repudiate at any moment. At all events, it is not advisable to take it where, according to our view, a man is cynically indifferent enough to try to prove in Court that his bond is worth nothing, and that his word behind the bond is a delusion and a snare. With sketches properly licensed, where there were stage plays music halls would be free from the constant fear of prosecution, and contracts would be in no danger of this sort of repudiation."

Lord Justice Fletcher Moulton: The strongest word is unscrupulous?

Mr. Marshall Hall: Yes, my lord.

Mr. Marshall Hall said it was a question for the jury to say whether it was libellous. "Fair comment" was extraordinarily restricted in the case to one line. There was a summons for particulars, particulars were put in, and the only thing the other side alleged as comment was "which appears with unavoidable frequency." They said the rest was all fair report. They had bound themselves down to the rest being a report.

Mr. Doughty: I think my friend is reading particulars upon particulars.

Lord Justice Vaughan Williams: I think it ought to have gone to a jury.

Lord Justice Fletcher Moulton: Take that word "unscrupulous management," is not that a matter which ought to be left to a jury?

Mr. Doughty suggested that two views could be taken as to the application of the words, and that it could not apply to Mr. Macnaghten. Mr. Marshall Hall had left out a great deal in his reading of the article. It was a question whether it applied to that manager or a hypothetical manager.

Their lordships allowed the appeal with costs.

[See report of first trial, January 26, and second trial, December 15.]

PEPI v. HADDON.

At the Leeds County Court, before his Honour Judge Greenhow, Rino Pepi, manager of the Hippodrome, Bishop Auckland, and other music halls in the north, sought to recover from Jack Haddon, a producer of pantomimes, £80, alleged to be due under an agreement.

Mr. Soriven, for the plaintiff, stated that whilst the plaintiff was manager of a music hall at Carlisle in 1907 the defendant approached him with regard to the production of *Jack and the Beanstalk*. Eventually the parties came to an arrangement whereby Mr. Haddon was to receive two-thirds of the net profits and the plaintiff one-third. Mr. Haddon was to be responsible for any losses there might be. As the result of the first season's run the plaintiff received £100 as his share of the profits. In the following season the pantomime was run again, and it was computed that plaintiff was entitled to £80. This, it was alleged, the defendant agreed to pay, but he afterwards wrote that the profits were not sufficient to get him out of debt for a new production of *Babes in the Wood* and for the renovation of *Jack and the Beanstalk*.

Mr. Willey contended that a partnership had never existed between plaintiff and defendant.

His Honour held that the agreement, according to the explanation given, did not constitute a partnership. The plaintiff was accordingly non-suited.

STAGE PLAYS IN MUSIC HALLS—THE LONDON FINED.

The London Theatre of Varieties, Limited, were summoned at the South-Western **19** Court by the Theatrical Managers' Association for performing a stage play, *The Babes in the Wood*, at the Putney Hippodrome, of which the defendants were the owners.

Mr. W. Taylor Parkes, for the defendants, told the Court that it was thought they would be within the undertaking if they made, as they did on the occasion in question, certain parts of the play into separate trunks.

Mr. Bodkin said there was a connecting play story, though the items on the programme had been specially arranged.

A penalty of £30 was imposed.

LONDON COUNTY COUNCIL v. BERMONDSEY BIOSCOPE COMPANY, LIMITED.—THE INTERPRETATION OF THE CINEMATOGRAPH ACT.—SUNDAY PICTURE SHOWS.

At the Tower Bridge Police Court Mr. Cecil Chapman gave a considered judgment in a summons taken out by the London County Council against the Bermondsey Bioscope Company, Limited, 48, Mark Lane, for opening the London Bridge Picture Palace and Cinematograph Theatre, 116 and 118, Borough High Street, on Sunday, February 27, in contravention of the license granted by them.

Mr. P. E. Dimes appeared for the County Council, and Mr. C. Stanley Thomas defended.

Mr. Cecil Chapman, in giving his decision said:—

The simple but important question raised in this case is whether the County Council had acted ultra vires under the Cinematograph Act, 1909, by making it a condition of the license granted by them for the exhibition of pictures by means of the cinematograph, for the purposes of which inflammable films are used, "that the premises be not opened under the license on Sundays, Good Fridays, and Christmas Days." The authority for making this condition is derived from the Cinematograph Act only. That Act is entitled, "An Act to make better provision for securing safety at cinematograph and other exhibitions," and the safety referred to is shown by section 1 to be safety from fire, but it says: "An exhibition of pictures or other optical effects by means of a cinematograph for the purposes of which inflammable films are used."

It follows, therefore, that the Act does not deal with any cinematograph exhibition for the purposes of which inflammable films are not used. By section 2 a county council may grant licenses to such persons as they think fit to use the premises for what may be described as an exhibition to which is attached some danger of fire on such terms and conditions and under such restrictions as the council may determine, subject to regulations of the Secretary of State. The regulations of the Secretary of State are made in pursuance of the power vested in the Home Secretary by the Act, and deal with nothing whatever except the safety of the public in some way or other.

It is quite obvious that in these regulations nothing is contemplated in the way of conditions and restrictions, except such as might affect the safety of the public. The London County Council has assumed that, having been

constituted the licensing authority under the statute, they have been invested with general powers of regulation as if they were licensing a music hall. I think they are mistaken, because their licensing is controlled and restricted by the purposes of the Act described in its title, and defined by section 1. As Lord Lindley said, it has for many years been established that the title of an Act is part of the Act, and must be read in conjunction with every section of it.

However desirable a restriction may be in itself with which a license is granted, it cannot be allowed to go beyond the purposes of the Act by which it is created, because by so doing it would interfere with a common right of all His Majesty's subjects without direct legislative authority. The claim in this case is obviously anomalous, because it cannot be made for similar exhibitions where inflammable films are not used, and I am unable to find any legal justification for it. Even the Lord's Day Observance Act would not necessarily prevent an exhibition of this nature that would depend upon many other circumstances. The summons, therefore, will be dismissed, and I will allow five guineas costs.

[See report of Appeal in Divisional Court, December 8 and 9.]

GEDDES v. ARMITAGE AND LEIGH.—MISSING AN ENTRANCE.

In the Salford County Court, Mr. James Durford Geddes brought an action against **31** Messrs. Armitage and Leigh for £9, made up of £3 salary due on March 19, when he was dismissed at the Victoria. Broughton, and £6, as two weeks' salary in lieu of notice. Alternately £6 was claimed as damages for wrongful dismissal.

Mr. Cobbett, solicitor for the plaintiff, said that plaintiff, on the evening of March 18, suddenly became unwell just before he was due on the stage in the fifth act. He went to the theatre bar to get some brandy. Unfortunately his return to the stage was just too late to permit of his making his entrance. Later Mr. Armitage, in a bad temper, abused the plaintiff, though he (plaintiff) wanted to explain what had happened, refused to listen to anything he had to say, and finished up by saying, "You can finish with me to-morrow night for ever." Mr. Cobbett said the defendants had paid £3 into court, and denied liability for £6 in lieu of notice. They put forward four reasons for dismissing plaintiff—that he had missed entrance twice, that he had failed to travel with the company, and that he had on one occasion had a friend in his dressing-room without permission. The occasion when he had not travelled with the company was when they came from Lancaster to Manchester. Plaintiff cycled this journey, and he obtained permission to do this when he was engaged.

In his evidence the plaintiff said the strength of the situation in the fifth act did not depend on his making the entrance referred to in this case. He had merely to push a man on to the stage, and the point of the situation was in the fact of the other man being there at that time.

Mr. Hamilton Dean supported plaintiff's evidence as to his illness. His presence at the door in the fifth act of the play for the entrance referred to strengthened the situation, but it was not the situation itself. Mr. Armitage himself took the part on the following night, and himself missed the same entrance. (Laughter.)

This witness said it was decidedly the custom in the profession for actors to obtain the stage manager's permission before bringing any friend behind the scenes, but in his four years' engagement with this firm it was a custom far more honoured in the breach than in the observance.

Mr. Armitage, giving evidence for the defence, said the plaintiff's entrance in the fifth act of the play was most material and vital. He admitted that he himself missed the entrance on the following night, but the reason was that he was busy at the moment arranging with railway officials for the next journey of the tour. Mr. Armitage said it was necessary for the company to travel together, otherwise people might comment on the smallness of the company, and in cycling a member might break his leg and not be able to appear, thus jeopardising the manager's position with local theatre managers. The custom of asking permission before introducing strangers behind the scenes was so strong that he himself (witness said) asked permission from his own stage manager, and always had done.

Mr. Goldsmith, the stage manager for the company at the time of the dismissal, said the plaintiff missed the same entrance at Blyth on March 2.

The Judge, in deciding the case, said he did not think the defendants would have been justified in dismissing the plaintiff for failing to travel with the company on one occasion. And on the occasion when plaintiff had a friend in his dressing-room the friend appeared to have got there without anybody's permission, and the slackness of the management was responsible for that. Hence, although it was not right for plaintiff to have a visitor in his dressing-room without permission, the offence on this occasion was not such as to warrant dismissal. The serious thing occurred on the night of the dismissal. As there was a previous instance of missing the same entrance, he (the Judge) thought that the missing of the entrance was misconduct of a serious nature. It was a sufficiently serious matter to justify dismissal. His honour found plaintiff entitled to the sum of £3 paid into court by the defendants. On the claim for wrongful dismissal he found for the defendants, with costs.

JUNE.

EDELSTEN v. MARINELLI.—A LIBEL ACTION.—A NEW TRIAL ORDERED.

In the Court of Appeal, Lords Justices Vaughan Williams, Fletcher Moulton, and Buckley heard an application by the defendants for judgment or new trial in the case of Edelsten v. H. B. Marinelli, Limited. The action was for alleged libel.

Mr. Montague Lush, K.C., and Mr. Storry Deans appeared for the appellants; Mr. Montague Shearman, K.C., and Mr. Martin O'Connor were for the respondent.

Mr. Montague Lush said that his clients moved to set aside a verdict and judgment for £100 in a libel action tried before Mr. Justice Ridley and a special jury. The defence was privilege. The judge ruled that the occasion was not privileged. That was the whole point in the appeal. The defendants, as theatrical agents, booked contracts between music hall artists and music hall proprietors. The plaintiff, who carried on a similar profession, also did this. The libel complained of was contained in a letter which the defendant had written to Mr. Frank Macnaghten on December 2, 1908, with reference to a music hall artist who, the defendants had

alleged, was their client in this sense. They said that they were this artist's exclusive and sole agents, and as such they alone were authorised to book dates for his appearance at music halls. This artist was Captain George Auger. The defendants' case was that they had brought him over from America.

The letter, continued counsel, sent by the defendants to Mr. Macnaghten was as follows:—

We are rather surprised to hear from our client, Captain G. Auger, that he has signed a number of weeks with you for which he has not received confirmation. These dates were offered him by another agent, who informed Captain Auger that he was the only agent who could fix him with your tour, and claiming that we did not do any business with you at all, which was an entire misrepresentation of fact. Captain Auger, having found out that this was untrue, broke off all negotiations with that agent, and he asked us to arrange with you as to these dates. You are no doubt aware that we were instrumental in importing the act from America and at a great expense, and we therefore think that you will agree with us that under the existing circumstances the confirmation should go through our office. Captain Auger has expressly asked us to put the matter before you.

Mr. Lush pointed out that the plaintiff by name was not referred to in the letter. His (counsel's) submission was that the learned judge was wrong in having ruled that, having regard to the circumstances and the evidence, the occasion was not privileged.

Lord Justice Moulton pointed out that it was immaterial that the plaintiff was not named. The jury were quite entitled to find that the letter referred to the plaintiff if there was evidence on which they could so hold.

Mr. Lush admitted that they were, but submitted that the judge was wrong in ruling that the letter was not privileged.

Mr. Shearman, for the plaintiff, submitted that the occasion on which the libel was published was not privileged. There was ample evidence to support the verdict, and the appeal should be dismissed.

Mr. Martin O'Connor also addressed the Court, and concluded his remarks on June 6, when the hearing was resumed.

Lord Justice Vaughan Williams said that in this case the Court thought there must be a new trial. The defendants would have the costs of the appeal, the costs of the first action to abide the result of the new trial.

[See report of original trial, February 8.]

HAYMAN v. YORKE.—BREACH OF CONTRACT.

In the King's Bench Division, before Mr. Justice Channell and a common jury, Miss Anna Elsa Hayman, an actress, professionally known as Miss Olive Tempest, was plaintiff in an action in which she sought to recover damages for breach of an agreement from Mr. Percy Yorke, who engaged her to play in *A Prince's Love Story* on tour. Mr. Henlé and Mr. S. P. Low (instructed by Messrs. A. and E. Cohn) were for plaintiff; and Mr. Duncan (instructed by Messrs. Blackwell) for defendant.

Mr. Henlé said that an agreement was made in the summer of 1909 that plaintiff was to play the part of the lady in the sketch, her remuneration to be one-fifth of the takings, subject to a guaranteed minimum of £3 a week. She was also to receive a reasonable dress allowance and her travelling expenses. An arrangement was made that when the panto-

mime season came round she was to leave for a time in order to appear in a pantomime engagement. Her engagement with the defendant was for the run of the piece. With respect to the dresses she supplied she claimed £20. In November, before the pantomime rehearsals commenced, the plaintiff received a letter from the defendant asking her to consider her engagement at an end, as he had had to engage another lady whilst she was on pantomime.

The defendant's case was that the plaintiff was employed at a salary of £3 per week, and that he was entitled to give a week's notice.

The jury found that the plaintiff was engaged for the whole run of the sketch and that she was entitled to one-fifth of the takings. They allowed her £20 for dress allowance and £45 for wrongful dismissal.

Mr. Henlé, on behalf of the plaintiff, said he would not ask for an account in respect of the share of takings, and the judge accordingly gave judgment for plaintiff for £65 and costs.

MANNERS v. ST. CLAIR.

At the Edgware Police Court, Joseph St. Clair was charged on remand with embezzling £160 10s., belonging to the Moody-Manners Opera Company. Mr. Huntley Jenkins (instructed by Mr. W. H. Mote) appeared for the company, and Mr. H. H. Olley defended.

It was alleged that prisoner, who had been business manager for one of the touring companies, wrote to Mr. Manners enclosing a statement of account showing that the company owed him £155. The prisoner claimed that he was legally entitled to the wages of two members of the staff discharged during the tour of 1909-10, as their work fell upon his shoulders, and to the repayment of a reduction in his own salary during the same tour. These sums, he wrote, brought the total claim against the company to £295 10s., and deducting from this sum £140 cash in hand, left a net balance due of £155 10s.

Mr. Huntley Jenkins, after reviewing the facts, said during the adjournment defendant had taken the very proper advice of Mr. Olley and had written Mr. Charles Manners a letter, in which he said that he unhesitatingly withdrew various statements he had made against Mr. Charles Manners, Miss Fanny Moody, and her sister, and added that they were not correct. He expressed his regret for having written such a letter, and consented to Mr. Manners publishing his letter of apology in any newspaper Mr. Manners might think proper.

Counsel added that the accounts were entirely a matter for a civil court, and should not have been made a matter of criminal prosecution, and for that reason he asked leave to withdraw the warrant.

Mr. Olley said he could have satisfied the Court that no criminal offence had been committed by his client, and he endorsed the remarks of Mr. Jenkins.

The Bench then consented to the withdrawal of the warrant.

THE ALBERT HALL AND STAGE PLAYS.

At Westminster Police Court the corporation of the Royal Albert Hall was summoned **10** for allowing the performance of stage plays in the theatre of the Albert Hall without having letters patent or a license from the Lord Chamberlain or London County Council. Mr. Bodkin, for the L.C.C., said it was alleged that a breach of the Theatres Act, 1843, was committed on April 14 and 15 at the theatre which formed part of the Royal Albert Hall. The object of the proceedings was for the pur-

pose really of determining the responsibility of the L.C.C. in regard to these premises from the point of view of the safety of the public.

The hearing was adjourned until June 11, when Mr. Cecil Whiteley, in his address for the defence, said that the corporation had always consisted of very distinguished people, with the King as patron. The defence was that the corporation by letters patent from the late Queen Victoria were entitled to perform stage plays in the theatre. Under the charter granted in 1867 the objects set out were the advancement of science and art. Acting was an art—it was hardly necessary to go back to the old authorities to prove this. It might be good or bad art, but the classical definition held good. The London County Council at one time suggested that their license for music and dancing was required for the Albert Hall, but, finding that they were protected by their letters patent, were unable to do anything. The learned counsel, having referred in detail to the terms of the Albert Hall charter and the supplemental charter, said that this prosecution was accompanied by the pronouncement that the County Council were desirous of acting in the interest of the public. The Albert Hall Theatre held but 252 people—the Albert Hall itself held 12,000 people. Yet the hall itself was expressly exempted from London County Council interference under the last London Building Act, 1905, with its multifarious provisions.

Discussion arose as to a material point whether at the time of the passing of the Theatres Act of 1843 the site of the Albert Hall was regarded as included as within the "liberties of the City of Westminster" and therefore solely within the jurisdiction of the Lord Chamberlain.

The case was adjourned until June 18, when on the question whether at the time of the passing of the Theatres Act in 1843 the site of the Albert Hall was within the Parliamentary borough of Westminster, and so only within the jurisdiction of the Lord Chamberlain, evidence was given by Mr. William Evans Bowers, of the Westminster City Council, who deposed from documents that the site, certainly as far back as 1222, formed part of the city, in the parish of St. Margaret, which also included "the Manor of Knightsbridge." A poll-book of the Parliamentary voters in 1818 showed that the vicinity of the site of the Albert Hall was then known as Gore Lane. Since the passing of the Theatres Act in 1843 there had been no change in the Parliamentary boundary.

Mr. Bodkin, for the London County Council, submitted that it was not material, as the other side contended it was, to show whether or not the Albert Hall stood in the old Parliamentary division. The point to consider was whether the Albert Hall Theatre was authorised at all. Mr. Whiteley, for the defence, had *inter alia* argued on the basis that the Albert Hall Theatre was a patent theatre. The words in the charters, original and supplementary, "whereof we have caused these our letters to be made patent" did not, in his opinion, support this contention. These charters of incorporation never meant the Letters Patent referred to in the Act of 1843.

It was a very interesting matter (went on counsel) to go into the origin of the real letters patent and their subsequent user. They originated in the time of Charles II., being granted to His Majesty's own tenants and the servants of the Duke of York, the intention being to convey the privilege to these servants to play at various places free of the strenuous penalties put on actors at that time.

Last week Drury Lane had been cited as

a good instance of the letters patent theatre. As a matter of fact, he believed Drury Lane had no patent at all. What happened in old times was this: The companies of the King's servants and the Duke of York's combined to play at Old Drury Lane, and from that circumstance arose the popular impression and delusion that it was one of the patent theatres. One found it later regarded as one of three privileged theatres, the other two being the King's in the Haymarket—at which plays were given under license from the Crown, but not letters patent—and Covent Garden. According to the highest authorities, Covent Garden was the one and only theatre existing by letters patent properly so called. It was quite clear from the records that the letters patent applied originally not to the buildings, but to individuals or companies. The King's licenses were personal.

Mr. Horace Smith delivered a reserved judgment on June 21. He said the main question at issue was whether the defendant corporation had power under its two charters to perform stage plays. It was contended for the corporation that in the first charter the words "arts and sciences" must be taken to include stage plays as being dramatic art; and, further, that the words in the second charter—"operettas, concerts, balls, or any other than theatrical entertainment" gave colour to the contention that stage plays were included. It seemed to him quite clear that the performance of stage plays was never contemplated by the charters. The words "arts and sciences" would not naturally include acting, any more than they would include prize-fighting or trout-fishing, and it was remarkable that when, for financial reasons, it was desired to extend the scope of attractions to the hall theatrical entertainments were expressly prohibited. The site of the Albert Hall was, according to the evidence—with which he agreed—within the city of Westminster, and it was contended that only the jurisdiction of the Lord Chamberlain, and not the County Council, applied to this area. Defendants said that if the Lord Chamberlain's license was required they had had it in fact for each specific play. But it amounted only to new plays sanctioned by the Lord Chamberlain's department, and was not a license for the house. The contentions of defendants failed, and as the summons was a friendly one to determine a right, the penalty—a nominal one—added to the costs would be £20.

Mr. Cecil Whiteley asked the magistrate to state a case, and he agreed.

BOOTH v. LLOYD.—A POINT IN COPYRIGHT.

In the Chancery Court, before Mr. Justice Neville, an application was made for an injunction alleging breach of copyright in a piece of music which appeared in a booklet called "The Election Song Book." The application was made by Mr. Josiah Booth, composer, against Messrs. Edward Lloyd, Limited, proprietors of the *Daily Chronicle*.

Mr. T. Terrell, K.C., and Mr. Hunter Gray (instructed by Messrs. Hurd and Son) appeared for the plaintiff; and Mr. Butcher, K.C., and Mr. Eustace Hill (instructed by Messrs. Alpe and Ward) for the defendants.

Mr. Terrell said that during the recent general election the *Daily Chronicle* published a set of songs to be sung at political meetings, and at the head of these they published the plaintiff's "Commonwealth." Messrs. Reid Brothers, the music publishers, had a license

from the plaintiff to print the tune, and the defence was that by a custom in the trade Messrs. Reid, who published the "Election Song Book," could do so, and put the name of the *Daily Chronicle* on the imprint as printers and publishers.

Mr. Butcher, for the defence, said if a copyright composition was properly printed it was open to anyone in the world to publish it. He could satisfy his lordship that the publication complained of was, in fact, printed by Messrs. Reid, through their agents.

Mr. Newsum, of the firm of Reid Bros., said he arranged with defendants to print and publish the "Election Song Book." His firm paid £10 for the copyright of the original "lyrics." They had a license from plaintiff to print "Commonwealth," and the copyright of the other tunes in the book belonged to them. The book was printed by their regular printers.

His Lordship pointed out that the book bore the imprint "Printed and Published by the *Daily Chronicle*." That, he said, was a deliberate misstatement.

Mr. Butcher admitted that a technical error had been committed in regard to that imprint, but contended that no injustice had thereby been done to plaintiff.

His Lordship, in giving judgment, said he had come to a conclusion adverse to the plaintiff, because in the licenses to print granted by him to Messrs. Reid Bros. there was no limitation, and he could not say that it was an excessive exercise of that license to put "Printed and Published by the *Daily Chronicle*" on the publication. At the same time, he could not help saying that this action was induced by the direct misrepresentation on the face of the book. Plaintiff knew that he had given no license to the *Daily Chronicle* to print his piece of music, and he was therefore misled. While dismissing the application, he would therefore do so without costs.

LYNE v. STONE.—BREACH OF CONTRACT.

At the Ystrad County Court, before his Honour Judge Bryn-Roberts, Mr. Lacy 16 Lyne, late manager of the Tivoli, Pentre, sued Mr. Will Stone, the proprietor of the theatre, for £26 damages for alleged breach of contract.

Mr. James Phillips, of Pontypridd (instructed by Mr. H. Millward), represented the plaintiff, and Mr. D. W. James, Tonypany, appeared for the defendant.

In his opening statement Mr. Phillips said in consequence of an interview between the parties the defendant made the plaintiff the following offer in a letter:—

"I am prepared to offer you £2 a week until August Bank Holiday, after which I will arrange a percentage on the takings for you."

The plaintiff telephoned and wrote accepting the offer. On March 15 the plaintiff started his duties as manager. He found that too much bill matter was ordered weekly, and complained of same to the defendant, who maintained that the same could be properly disposed of, and on April 12, in consequence of the plaintiff's refusal to distribute handbills about the town as ordered, the defendant gave him a fortnight's notice to terminate his engagement on May 7, 1910.

His Honour, in summing up, stated that the plaintiff had properly discharged his duties as manager, and that the defendant had given him a fortnight's notice believing that he was within his rights in doing so. If there was any truth in the allegations of negligence the defendant would have dismissed the plaintiff at a moment's notice. He gave judgment for the plaintiff for £20 and costs, and dismissed the counter claim.

HARGREAVES v. SYLVESTER.

In the Liverpool County Court, before his Honour Judge Shand, Margaret Ellen Hargreaves, a pianist and singer, sued Ellen Sylvester, of 106, Kirkdale Road, Liverpool, for £4, being £2 for one week's services and £2 for a week in lieu of notice. The defendant had paid into court 14s., and denied further liability.

The plaintiff's case was that the defendant's agent, Mr. Hands, of Islington, engaged her for four weeks at a salary of £2 a week and travelling expenses. She was to play the piano to Miss Sylvester's dancing and songs, and was also herself to sing in a trio. She appeared at the Olympia Gardens, Rook Ferry, on April 25, and in the course of the week she was stopped without any reason being given, and another lady was put on in her place.

The defendant, as well as her agent, stated that the engagement was to accept the plaintiff's services on trial at 7s. a night. She performed two nights, and the manager of the Olympic Gardens did not consider her suitable for what was required there.

His Honour found that the engagement had not been such as the plaintiff set up, and he expressed the opinion that the mistake had arisen through the defendant's agent mentioning to the plaintiff what the usual terms were, subject to the engaged person being found satisfactory. There having been 14s. paid into court by the defendant, judgment would be for the defendant, with costs.

STAGE PLAYS AT MUSIC HALL.—THE LONDON FINED.

At the Marylebone Police Court, before Mr. Plowden, the London Theatres of 21 Varieties, Limited, of Randvill House, 39, Charing Cross Road, were summoned, as the owners, occupiers, and keepers of the Kilburn Empire, for, on various dates in January, keeping and having the theatre for the public performance of stage plays without the authority of letters patent or the license of the Lord Chamberlain or of the London County Council.

Mr. Bodkin, barrister, representing the Theatrical Managers' Association, prosecuted; Mr. Taylor Parkes, solicitor, defended.

A plea of guilty having been entered, Mr. Bodkin submitted that the breach of the Act of Parliament complained of was a real, serious, and substantial one. The play presented was founded on the story of Dick Whittington; it contained eleven scenes, with twelve speaking parts; about thirty supers were engaged, and it took two hours to perform. The programme of the performance, however, was a most disingenuous document. To the ordinary observer it contained the ordinary variety items that one expected to see at a music hall, but in point of fact they were mere items in the representation of a single drama, which occupied two hours, and was presented twice each night. This, he contended, was contrary to the Act of Parliament, and was also in defiance of the explicit agreement come to in 1906 between the theatrical managers and a great number of music hall proprietors, including the managing director of the defendant company.

Mr. Plowden said he did not suppose that any theatre had been injured the least in the world by the introduction of the piece complained of. The proper penalty under the circumstances was £5 a day for six days—a total of £30.

TERRY v. GILMORE.—PRINCIPALS OR SUPERS?

In the Marylebone County Court, before his Honour Sir William Selje, Mr. Herbert Edward Terry, actor and sketch producer, of Melrose Avenue, Cricklewood, sued the Stockport Empire Theatre Corporation, Limited, for £17 10s., being half the amount agreed to be paid for the production of a sketch from May 9 to May 16 of this year.

Mr. L. Tyfield was counsel for the plaintiff, and Mr. Compton Smith represented the defendant.

Mr. Tyfield said that the action arose out of the production by the plaintiff of a sketch called *Wanted* for the sum of £35. The sketch was produced, and on the third day Mr. Gilmore, the managing director of the Stockport Empire, sent for the plaintiff and complained that he had not six principals in the cast, as stipulated. Mr. Terry denied that this was so, and Mr. Gilmore then demanded that *Wanted* should give place to another of Mr. Terry's sketches, entitled *Retribution*. This, Mr. Terry explained, was impossible, as the artists, scenery, etc., were in London, and rehearsals were necessary, and time did not permit. Mr. Gilmore, however, refused to allow *Wanted* to be played for the remainder of the week, or to pay the plaintiff more than half the sum agreed upon for the week, and the present action was for the balance.

Mr. Herbert Edward Terry gave evidence bearing out counsel's statement.

Plaintiff, in cross-examination, said that it was the usual custom to engage men locally to play minor parts in sketches. A principal was a person who had a speaking part in the production. It was true that some had not very much to say, but they had to say it properly.

Mr. Smith: What did you pay these supers, or principals, or whatever you call them?—I paid them 4s. for rehearsals and 2s. each performance.

For the defence, Mr. Black, acting-manager at the Stockport Empire, said that he heard a voice off the stage, and believed that it was someone speaking for the "troopers." Two of the men who played troopers he knew as old supernumeraries. They had been engaged in that capacity at the Empire.

Mrs. Gilmore said that she sat out the sketch *Wanted*, and saw Mr. Terry, who was at the side of the stage, speaking for the "troopers."

His Honour said that he was of opinion that the plaintiff could not have substituted the sketch *Retribution* in the time given him, and he was also convinced, as Mr. Terry and another witness denied that the "troopers" on the stage had had their parts spoken for them at the wings, that Mrs. Gilmore must have been mistaken. He gave judgment for the plaintiff for £17 10s. and costs.

CUNNINGHAM v. DARE.—BREACH OF AGREEMENT.

In the Westminster County Court, the case of Cunningham v. Dare was before his Honour Judge Woodfall. It was an action brought by Philip Cunningham, actor, to recover from Ernest Dare the sum of £10 as balance for a special week's performance in *Mrs. Darcy and the Don*.

Plaintiff was engaged at £15 per week. Three nights were played at Cambridge. A train call was posted for Woolwich, and when the company arrived at Liverpool Street Station the superintendent gave them a note from defendant stating the Woolwich date was cancelled.

Defendant stated the engagement was for three nights certain, with option of extension.

The Judge: If the second half was only an option, what about this letter you wrote from West Croydon, in which you say you are unable to meet a full week's salary, and suggest half salary and the other half for *matinées*?

Defendant: I thought it rather rough on Mr. Cuninghame after giving all the time he had to it.

The Judge: Your letter puts you out of court, whichever way you take it. You say you had an option, but if you did in the eye of the law you exercised it. Judgment for the plaintiff, with costs.

JAY v. NEW BEDFORD PALACE, LIMITED.— SCENE AT A MUSIC HALL.

Before Mr. Justice Scrutton and a common jury, in the King's Bench Division, **29** Captain Harvey Brownrigg Jay, a colonial captain, and formerly a Lieutenant in the 2nd Battalion Duke of Cornwall's Light Infantry, sued the New Bedford Palace of Varieties, Limited, for damages in respect of alleged assault and battery.

Mr. Rose-Innes (for the plaintiff) said Captain Jay attended the defendant's music hall in Camden Town on April 30, 1909. Two gentlemen friends accompanied him, and a box was taken for the occasion. One of the artists, Ben Albert, indulged in what is known as "back chat," whereupon the plaintiff and his friends volunteered answers, as also did others in the audience. An attendant came to the box, and requested them to be quiet, whereupon one of Captain Jay's friends inquired if the box had been paid for. Soon afterwards other officials came on the scene, and the party were told to leave, and as they were doing so one of the attendants caught hold of Captain Jay, "garotte" fashion, hastened him through the auditorium, and drew him from the exit on to the kerb. Unnecessary violence was used, and Captain Jay's thumb was dislocated and his face cut when he fell.

For the defence, it was contended that the behaviour of the plaintiff excited cries of protest from various parts of the house, and there were shouts of "Chuck him out!"

In summing up his Lordship said that by purchasing a ticket for a theatre a person acquired the right to express approval or disapproval of the play and the performers, so long as it was done with due regard to the rights of other people in the theatre. If a member of the audience made an unreasonable use of his privileges, then the management, upon his refusal to leave, after being requested to do so, were justified in removing him from the theatre, and in using a reasonable amount of force in the process.

The jury found that the plaintiff behaved in such a manner as to justify the defendants in removing him, but they also came to the conclusion that the defendants' servants used considerably more force than was necessary in removing him, and awarded Captain Jay £100 damages.

His lordship gave judgment for the plaintiff accordingly.

HAYES v. BRIXTON SKATING RINK.— STOPPING SKATERS WITH A ROPE.

Before Mr. Justice Hamilton and a common jury in the King's Bench Division, Mr.

29 John Lionel Hayes brought an action to recover damages from the Brixton Skating Rink, Limited, for personal injuries

sustained through the negligence of defendant's servants. Plaintiff stated he attended the rink on October 28, 1909. The bell rang for skating to cease. Plaintiff intended to finish at the cloakroom, but before he reached it two attendants met him with an outstretched rope. He was thrown to the ground and fractured a wrist.

Defence was that plaintiff had endeavoured to get under the rope, and fell in so doing. The jury found for the plaintiff with £30 damages, and judgment was entered accordingly.

CARLTON v. TILNEY.—BREACH OF CONTRACT.

At the Monmouth Assizes, before Mr. Justice Lawrence, an action was heard in which **29** Mr. Stanley Carlton sued Messrs. E. and H. Tilney, proprietors of theatres in Abertillery and Ebbw Vale, for breach of contract.

The action was brought by plaintiff for breach of a contract entered into by defendants to provide a theatre for plaintiff's company to act in *A Girl's Repentance* during the week following January 31, 1910. From January 10 to January 17 plaintiff's company performed *Her Life in London* at Messrs. Tilney's theatre at Ebbw Vale, and then the next week at Abertillery. Defendants stopped the company playing *A Girl's Repentance* at Abertillery. Defendants said now that they were justified in refusing to put the theatre at Abertillery at the disposal of the company on the grounds that the company were not efficient; that the ladies' dresses were poor and did not suit them; and that the ladies were amateurish and that certain characters were duplicated.

Mr. Stanley Carlton said he had no amateurs in the company, and the ladies had played their parts many times. During the first week they played at Ebbw Vale no complaint was made by defendants as to the alleged inefficiency of the company. On January 24 he opened at Ebbw Vale with *A Girl's Repentance*. Next day Mr. Tilney telephoned as follows:—"Will you do me a favour and cancel next week's date? I have a big company that has never been to Abertillery, and I should like to have the theatre that week." Witness replied that he had his company to pay. Over the telephone in the afternoon witness refused to accept £10 and another date to cancel the contract. No complaint was made as to the inefficiency of the company until he received a letter from Messrs. Tilney's solicitor. He thus played three weeks in defendants' theatres, and his share of the gross takings were settled on the Saturday nights after the show. At these settlements no suggestion was made that he had carried out the contract badly.

On June 30, the case was continued, when Mr. Courtenay Robertson gave evidence for the defence. Witness said he had been with Mr. Carlton, and had received his notice at Ebbw Vale. One member of the company played three parts. Two of the ladies were inexperienced. He remembered the baggage man playing three small speaking parts.

Mr. Ernest Tilney said he saw the performance of *Her Life in London* at Abertillery. It was below the standard. The receipts were poor, although it was the best time of the year. The morning after the performance of *A Girl's Repentance* he told Mr. Carlton that the "show" would not suit him at Abertillery. He offered plaintiff £10 towards expenses if the contract was cancelled.

Cross-examined: His business was that of a timber merchant, and he had only lately taken on the theatres mentioned. The fault he found

with Mr. Carlton's company was that they used all the theatre scenery. Only eleven people were on the stage, and the show was too short.

His Lordship briefly summed up. He said the question underlying the whole thing was whether defendants were entitled to put an end to the contract owing to the incompetency of the company. He pointed out that the plaintiff's circular said he had twenty recognised artists. However, there were only eleven on the stage. There were also two ladies who could not be heard, and one who suffered from stage fright.

After retiring for a few minutes the jury returned a verdict for plaintiff with £30.

JULY.

LYNDON v. ROUTLEDGE.—A SLANDER ACTION.

At Lancaster Assizes, before Mr. Justice Pickford, an action for slander was brought by Mr. Denis Lyndon against Mr. Calvert Routledge, lessee and manager of Her Majesty's, Barrow-in-Furness.

Mr. Cavanagh (instructed by Messrs. Hardwick and Blaber, Brighton) was for plaintiff, and Mr. Settle (instructed by Mr. A. Bradshaw, Barrow) was for defendant.

Mr. Cavanagh said the slander complained of was uttered on November 9, 1909. Plaintiff was a member of *The Lady Slavey* company, and it appeared that on the evening named, about 9.15, the defendant met Mr. Kingsley, the business manager of *The Lady Slavey* company, and charged plaintiff with incompetency as stage manager. Later plaintiff challenged defendant as to whether he uttered the slander, and in the presence of several people defendant repeated the words. Later on the slander was again repeated. The exact words complained of were that defendant said to Mr. Herbert Kingsley, the business manager of *The Lady Slavey* company, "Your stage manager is absolutely incompetent. Lyndon (meaning plaintiff) is no good as a stage manager. He is very incompetent at the stage-managing business. He knows nothing about stage managing, and he is no good to me or anyone else." On the same evening, in the presence of Mr. Kingsley, Mr. Morrow, and other persons, defendant said, "I will not under any circumstances withdraw any word of what I have said. I say again that you (meaning plaintiff) are absolutely incompetent, and I have a perfect right to say so." Defendant's answers to the charge were that the words were not uttered or published; that if they were spoken they were uttered to Mr. Herbert Kingsley, the business manager, who had with defendant a common interest in the matter; that the words were uttered *bonâ fide*, with a sense of duty, and that they were privileged; that the words were spoken of plaintiff as stage manager and not as comedian; and that the statement of claim showed no ground of action. Mr. Cavanagh, in answer thereto, argued that if complaint was to be made about plaintiff it should have been made to Mr. Bennett, the manager, and not to Mr. Kingsley, the business manager, who was a co-artist with plaintiff.

Mr. Denis Lyndon said after the termination of the first act of *The Lady Slavey* at the theatre in Barrow on November 9, 1909, he was engaged setting the scene for the second act, when defendant came on to the stage and asked why the curtain had not been rung up before. He made a complaint about the length of time the curtain was down. Witness told

him his orders were not to ring up in less than twenty minutes, and he would see that his orders were carried out, and that there was only one stage-manager on the stage. There had been no altercation before. Witness saw defendant again after the performance, and spoke to him in the presence of Mr. Morrow and others. Mr. Morrow asked if there was any complaint to make about stage-management. Defendant said "Yes, against the gentleman who is playing the Major"—meaning witness. Witness asked defendant if he stuck to the words he had spoken to the business manager, and he said he did. Witness asked him to withdraw the words and to apologise, but he refused, saying "I certainly will not." There was a great deal of heated argument between the three. Later on the same evening witness met defendant and asked him if he was still of the opinion that he (witness) was absolutely incompetent. He replied, "I am, and I still say you are absolutely incompetent, and I have a perfect right to my opinion." To that witness replied, "Yes, but you have no right to air your opinion in public." Witness also said he would place the matter in the hands of his solicitor, and left him. In cross-examination, witness admitted that anyone connected with the theatrical profession was liable to be criticised. The person entitled to complain would be the proprietor of the theatre, and he would not complain unless the criticism was improper.

For the defence, Mr. Settle said the story he had to put before the jury was that what was said by defendant on the first occasion was caused by undue delay in ringing up the curtain after the interval.

His Lordship held that the first occasion on which the alleged slander was uttered was privileged, and left it to the jury to say (1) whether the words used by defendant were defamatory; (2) whether he was actuated by improper motive in using them; and (3) the damages to be awarded. Whether the words were defamatory or not depended upon whether the jury believed defendant said plaintiff was incompetent, or whether he said if he could not do something in less time than he did he must be incompetent.

The jury answered the first question in the affirmative and the second in the negative; and on the question of damages they answered "nil."

His Lordship pointed out that if a man had been slandered he was entitled to some damages, and the Foreman said the jury considered that plaintiff had not suffered any loss. If the jury were to award damages they fixed them at a farthing.

His Lordship decided not to allow plaintiff costs, saying he rather compelled defendant to make the remarks he did on the second and third occasions. He therefore gave judgment for plaintiff for a farthing damages without costs.

BUTLER v. ELSWORTHY.—WRONGFUL DETENTION OF BASKET.

Before his Honour Judge Emden, in the Lambeth County Court, Mr. Harry Thomas Butler, actor, claimed the return of a basket containing his theatrical properties, or its value, £30, and £20 damages for its wrongful detention. The defendant was Mr. George Frederick Elsworthy, of Wellington Street, Camden Town, a contractor. Mr. E. H. Cannon was counsel for the plaintiff, and Mr. Dwyer appeared for the defendant.

The plaintiff's case was that he was engaged by a Mr. Mills to play in a sketch which was being given at the Palace, Hammersmith. The

play was not a success and was taken off. The plaintiff then packed his basket, containing his theatrical clothes, in addition to some private clothes and some music, and labelled it to himself at Ilfracombe, to be fetched by the London and South-Western Railway Company, giving instructions to the hall porter that the railway company were going to fetch the basket. Not receiving the basket he communicated with the railway company, and then he heard that the company's agent had called for the basket and found it had disappeared. The plaintiff then communicated with the manager of the Palace, Hammersmith, Mr. Richardson, who made inquiries and found that the defendant had taken the basket. Having communicated with the defendant, Mr. Richardson wrote to the plaintiff that defendant said that upon Mr. Mills paying his account he would give up the basket.

The defendant said he was owed £2 10s. by Mr. Mills for the brougham, and he received a cheque which was dishonoured.

His Honour, in giving judgment, said he thought there had been a misapprehension on the part of the defendant, who did not take the trouble to find out who Mr. Mills was, and confused Mr. Mills with Mr. Butler.

His Honour gave judgment for the plaintiff for £38, to be reduced to £8 if the basket was returned, with its contents, within two days. As regards special items which plaintiff had purchased during the detention of the basket, His Honour gave judgment for £8.

CONNELL v. "THE GAY GORDON'S" COMPANY.—AN ACCIDENT.—THE QUESTION OF RESPONSIBILITY.

At the Grimsby County Court, his Honour Judge Sherston Baker, Bart., awarded **12** Mrs. Louisa Connell, the wife of an engineer, forty guineas damages against Mr. W. A. Seymour, responsible manager of *The Gay Gordons* company, for disfigurement arising from an accident occurring at the Prince of Wales's, Grimsby.

Mrs. Connell was standing outside the theatre what time *The Gay Gordons* company were performing within. She was talking to a friend, when suddenly a window above them was broken, and a piece of glass, falling to the street below, hit Mrs. Connell in the face, inflicting two cuts upon the nose and one in the eye corner. She was confined to the house with her injuries for six weeks, and contended that her features were permanently disfigured and her heart affected in consequence of the accident.

She claimed £100 damages, and sued both the Prince of Wales's Theatre Company and *The Gay Gordons* company in order to ascertain who were the responsible party.

Both companies denied liability, and the circumstances under which the window came to be broken raised fine points of law.

An actress of *The Gay Gordons* company desired the dressing-room window open, and the dresser, Annie Thomas, endeavoured to open it. She could not do so, but in her efforts cracked the pane. Another dresser, Alice Cox, went to her assistance, flung the window open, and in doing so dislodged the piece of glass which injured the plaintiff. Cox and Thomas, the dressers in question, were employed by the Prince of Wales's Theatre Company as cleaners during the daytime, while in the evenings they gained extra remuneration by acting as dressers for the performers.

The theatre company therefore submitted that they were not their employees when the accident occurred, while the musical comedy

company contended otherwise. Questions of tenancy and partnership were also involved.

In giving judgment his honour said the points were extremely fine, but it was his earnest endeavour to do justice to all parties. The first question to consider was, was there negligence? He thought it would be conceded that if something were carelessly left upon a window sill and was shaken down, so that in its fall it injured someone, that would not be an accident, but an act of negligence. In this case Annie Thomas damaged the window, and, so far, had any glass fallen, it would have been an accident, but the window was left cracked and broken, so that when Alice Cox came into the room she had opportunity of seeing that the glass was cracked and loose. She pushed the window open, and the broken glass fell. Having determined that there was negligence, he had to decide in whose employ were these women. He found that the theatre company did not pay them for their services in relation to the dressing-room where they were engaged at the time of the accident; therefore they were employed by the representative of *The Gay Gordons* company.

On the point of partnership he had read the memorandum of agreement, and it stated that the entire gross receipts taken at the theatre should be divided in certain proportions, the theatre company to take so much and Mr. Seymour Hicks so much. Had the net profit to have been divided he should have had no hesitation in holding that it was a partnership, but on the words of the agreement a partnership did not exist, and the theatre company would be dismissed from the action.

He had no desire to press heavily upon the musical comedy company, but having regard to the injuries suffered by the plaintiff he should award her forty guineas damages with costs.

WILLIAMS v. SCOTT.—BILLING MATTER.

Before Lord Devar, at Edinburgh, an action brought by Mrs. Elizabeth Martha Mould **12** or Williams, Dundee, against Malcolm Scott was heard, in which £250 was sued for as damages for alleged breach of contract. Plaintiff said she entered into a contract with Scott in November, 1903, under which he was to appear twice nightly at the Gaiety in Dundee during the week commencing September 13, 1909, at a salary of £100 per week. As she did not know the whereabouts of the defender, and had been informed that he was in America fulfilling engagements there, he was not billed. He, however, arrived at the theatre on the morning of September 13, and offered to fulfil his contract. Mrs. Williams refused to allow him in consequence of his having failed to provide billing matter. After Monday was past, however, the defender was allowed to appear. In consequence of the want of advertisement, Mrs. Williams said, the attendances at the theatre that week were small, and the drawings only amounted to £150, whereas she should have drawn over £500.

Defendant said that in the summer of 1909 he went on a tour to America. While there he received two letters from Mrs. Williams offering to transfer the date of his visit to Dundee until this year. He replied immediately that he did not wish to do so, for the reason that he had London engagements to follow. He gave his secretary instructions to send ordinary billing matter. The letter was not registered, as that was not customary with him. He presented himself at the Gaiety on the morning of Monday, September 13, for the purpose of a rehearsal. He was told that

as he had not sent billing matter he would not be allowed to perform.

Lord Dewar thought the plaintiff had failed to prove breach of contract, and therefore it followed that no damages were due. Judgment was given for the defendant.

EALES v. GEORGE.—BREACH OF CONTRACT.

In the Westminster County Court, Miss Dorothy Eales, vocalist, brought an action against Mr. Walter George, of the Smart Set Entertainers, to recover damages for breach of contract.

Mr. Harold Brandon (instructed by Messrs. Wrenstead, Hind, and Roberts), in opening the case, said that Miss Eales went to the defendant and he tried her voice with reference to her application for an engagement. Defendant told her that she might consider herself engaged, and the salary mentioned was £3 a week. The tour was for about forty weeks, and he asked her to write accepting the terms. She wrote several times, but received no reply, and now Mr. George denied engaging her or receiving her letters.

Plaintiff, in cross-examination, said she did not consider herself engaged until the form of contract was sent on. Her brother made a pencil alteration in clause eleven. The contract thus altered was sent to the defendant, and he wrote that he could not agree to her brother's addition. She then agreed without the addition.

Re-examined: Everything was settled with the defendant, subject to her approval of the contract.

Evidence was given as to the postage of various letters to the defendant.

The Defendant gave evidence that he offered the plaintiff £3 a week. She was given time to consider it, and he sent her a contract form, which she kept four days and returned with a pencilled alteration. He declined to allow any alteration in the form, kept the contract form, and considered the matter ended. The only letter he received after that was one explaining why the clause was altered. There were two later letters, which he did not answer because he felt that he was being "kept."

Judge Woodfall told the jury that the plaintiff asked that it should be held that there was a contract on the correspondence, part of which the defendant said that he did not receive. There was no doubt that the engagement was offered and was accepted subject to contract. She raised two points on Clauses 11 and 18, and the defendant replied and stated that he regarded that as the end of the affair, but the plaintiff said that she wrote agreeing to his form, and the defendant said that he did not receive that letter. Had the plaintiff proved that she sent the defendant that letter of acceptance? If she had, what damage had she sustained?

The jury found for the plaintiff for £50 without leaving the box, and judgment was given accordingly, with costs.

BARRASFORD AND MACNAGHTEN v. GRAY —ALLEGED BREACH OF CONTRACT.

In the King's Bench Division, before Mr. Justice Phillimore, Mrs. Barrasford, as executrix of the late Thomas Barrasford, and Mr. Frank Macnaghten brought an action against Mr. George Gray to recover £130 as liquidated damages for alleged breach of agreement. The defendant counter-claimed for damages.

Mr. Hume-Williams, K.C., and Mr. Martin O'Connor were for the plaintiffs; Mr. Shear-

man, K.C., and Mr. Story Deans for the defendant.

Mr. Hume-Williams said the late Mr. Barrasford was lessee of the Britannia Music Hall, and Mr. Macnaghten was manager. In 1906 defendant entered into a contract with Mr. Barrasford and Mr. Macnaghten by which he was to appear in *The Fighting Parson* at various music halls, including the Britannia, at which he was to give performances for one week from December 3 for £130, one of the terms being that he should pay plaintiffs £130 if he failed to fulfil his contract. Afterwards he appeared to have entered into another contract with the proprietors of the Hackney and Shepherd's Bush Empire Palaces to perform at those music halls, and at no others within two miles of them. Consequently after his first day's appearances at the Britannia, the proprietors of the Hackney and Shepherd's Bush Empires obtained an injunction against Mr. Gray. Mr. Gray went to the Britannia on the Tuesday, and explained to the audience why he was unable to continue his performances. Counsel went on to explain various causes which had, he said, delayed the bringing of this action into court, the latest being the death of Mr. Barrasford, whose widow and executrix had since been joined in the action.

Mr. Frederick Baugh, general manager of the Macnaghten Vaudeville Circuit, stated that Mr. Gray came on the stage at the Britannia on the Tuesday evening and made a speech explaining why further performances of his sketch could not be given there that week, and tore up a document. He denied that Mr. Barrasford had not been a consenting party to the action.

Cross-examined: The action was continued by Mr. Macnaghten's instructions.

The case was continued on July 15.

Mr. Shearman, in opening the defendant's case, said that the contract entered into by the defendant was made with Mr. Barrasford alone, and that upon the terms of the agreement he had never assented to be bound by the penal clause which imposed the penalty of £130. He also submitted that Mr. Barrasford, who was the person entitled to sue, had before his death stated that the writ was not issued by his authority, and further that the sum of £130 mentioned in the agreement was a penalty and consequently was not recoverable as damages. Mr. Gray had been ready to perform but had been prevented from doing so. His instructions were that the agreement between Mr. Gray and Mr. Barrasford had been lost, but Mr. Gray, in searching through some old papers, had come across half a contract containing the signature of the late Mr. Barrasford, and as he had not had other engagements with Mr. Barrasford, he suggested that this was half of the missing contract.

Mr. George Gray, in his evidence, said he looked upon Mr. Barrasford as a friend rather than a manager. He signed the agreement, by which he was to give a week's performances at the Britannia, in Brighton, in 1906, but he had no recollection of Mr. Macnaghten's name being mentioned. The action in connection with which Mr. Stoll got an injunction was withdrawn. His contract with Mr. Stoll was for the production of two new sketches at Shepherd's Bush and Hackney, and not for *The Fighting Parson*, and when this was pointed out an apology was given to him and the action was withdrawn, but by that time the mischief had been done. A writ in this action was first served on him in December, 1906. Early in January, 1907, he met Mr. Barrasford in the Strand, and said, "This is a nice thing to do to me, Tom." Mr. Barras-

ford said, "What?" and witness replied, "To serve me with a writ for not performing at the Britannia after stopping me from performing." He said, "Nonsense; it cannot be. I have never given any instructions to issue the writ. I will go and see Mr. Parkes, and put an end to it." Witness heard no more of the matter till October, 1909, when the proceedings were resumed. He then went to Brighton to see Mr. Barrasford, who, however, was very ill. He wrote a letter which he gave to Mrs. Barrasford, who, after seeing her husband, told witness that she had read the letter to Mr. Barrasford, that Mr. Barrasford never intended the action to be revived, and that Mr. Gray need not worry about it, as nothing further would be done.

Cross-examined by Mr. Hume-Williams: He did not know that Mr. Macnaghten and Mr. Barrasford were in partnership, nor did he ever see Mr. Macnaghten at any of the halls he performed in. The contract he signed with Mr. Barrasford was not signed in the presence of Mr. Macnaghten. He understood that the Britannia was Mr. Barrasford's own house, and that was the reason why he agreed to accept £180 instead of £150 a week. After he had been told that an injunction had been applied for against him he was quite prepared to go on playing, as he had not been served with the injunction. He was told by the manager that he could not go on. He then said, "Very well. Understand, it is you who break the contract, not I."

Asked whether the contract for the engagement which he had signed now shown to him was filled in in Mr. Macnaghten's handwriting, the witness said he did not know Mr. Macnaghten's handwriting. That in an affidavit sworn by him in the proceedings in connection with the injunction by the Hackney and Shepherd's Bush Empires, the contract at the Britannia had been referred to as with Mr. Macnaghten, witness said must have been a slip on the part of his solicitors, his contract was with Mr. Barrasford.

Mrs. Barrasford said she remembered Mr. Gray coming with a letter and asking her to show it to her husband, who was then very ill. She did show it to her husband, who said he did not want to be bothered; he did not wish anything against Mr. Gray as a man, but it was a matter of business, and must be left to Mr. Parkes. She reported this to Mr. Gray as politely as she could.

Mr. John Amery Parkes, solicitor, said he never received any instructions from Mr. Barrasford to drop the action. The reasons for not proceeding for so long were a client's reasons which he could not give.

Mr. Shearman, in his address, argued that the £180 mentioned in the agreement was by way of being a penalty, and was not recoverable as damages. He argued that it applied only so far as a total failure to fulfil the contract was concerned, and could not be applied when the artist had played certain nights. In support of his argument he cited cases *Astley v. Mellin* and *Kemble v. Barran*.

Mr. Justice Phillimore, in giving judgment, said it was clear that Mr. Macnaghten had a considerable interest in the contract, and had been properly joined as plaintiff. It was also clear that Mr. Barrasford had given instructions for bringing the action. In his opinion Mr. Gray misunderstood some civil expressions on the part of Mrs. Barrasford, who wanted to prevent her husband from being worried. He thought Mr. Gray was ill-advised to put in the torn half of the contract which defendant suggested was part of the contract with Mr. Barrasford. On all these points his judgment would be for the plaintiffs. There was

the further point raised by Mr. Shearman that the sum sued for was a penalty, and not liquidated damages, and that as no damages had been proved by the plaintiffs that sum was not recoverable. He did not propose to give any decision on this, because he still hoped that his original suggestion would be acted upon, and that the parties would come to some arrangement. In these circumstances he would reserve judgment until some period before the long vacation. His lordship indicated that if in the judgment the defendant were successful on this last point he would have to deprive him of costs.

On July 27, his Lordship delivered his reserved judgment. He said: The only point which I reserved was the question of penalty. I have looked at the various cases which were cited to me. The rule of law on this subject is well established. If there is in a contract a clause purporting to stipulate for the payment of one sum of money as compensation for any breach of the contract, be such breach large or small, or, if not for every breach, at any rate, for a number of breaches, some large and some small, so that the stipulated sum would be an excessive compensation for some breaches, then the stipulated sum, however it is expressed, is one that the parties cannot be supposed to have contemplated as payable in compensation for these smaller breaches, and therefore is to be deemed a penalty only. Otherwise, at any rate, if it is so expressed, the stipulated sum can stand as liquidated damages—that is, as an agreed sum contemplated by the parties as likely fairly to represent the actual damage which will flow from the breach. In this case, there is an agreement to perform at four places in the provinces for a week at a time at a salary of £150 per week, and at the Britannia, Hoxton, for a week at a salary of £180, and the clause as to damages provides that if there is an entire failure to fulfil the engagement the performer agrees to pay the amount which he would otherwise have been paid in salary. The only breach for which this compensation is to be made is the non-performance of a weekly engagement, and then the compensation is as the equivalent of the weekly salary. It is said that the performer might play for five nights and omit the sixth, and that the breach then would be greater in quantity than it would be if he performed only one night or did not perform at all. That is true, but the weekly engagement is an indivisible contract within the doctrine of *Cutter v. Powell*, 6 T.R., 320. If the contract is broken by not performing for the complete week it is broken, and there is no more to be said. Having regard to the very careful language of the cases which were cited to me, I am satisfied that I should be going far beyond the existing authorities if I were to hold that this stipulation was in the nature of a penalty. My judgment is for the plaintiffs for £180 and costs.

A stay of execution was granted with a view to an appeal.

[See report of Appeal, December 15.]

HAYMAN v. SMITH.—BREACH OF CONTRACT.

At Brentford County Court, before his Honour Judge Roberts, Irving Hayman, actor, of Heath Mansions, Maida Vale, 14 W., sued Melinda Smith, wife of Harry Smith, of Mayfield Avenue, Chiswick, for £30 damages for breach of contract.

Mr. Hamilton was for the plaintiff, and Mr. C. Robinson for the defendant.

Defendant had a little daughter, and plaintiff made an engagement with her mother by which she was to join his company at £2

a week in London and £2 10s. in the country. There was some trouble between plaintiff and defendant when at Bristol, and just as the company were about to open at Tottenham the defendant withdrew the child from his custody on account of some trouble between plaintiff's wife and defendant. The sketch could not be produced, and it was not for ten days that plaintiff could find a substitute. Being unable to produce his sketch at the Tottenham Empire, the plaintiff was threatened with damages for breach of contract, and this formed part of the damages claimed.

Defendant said that when at Bristol the plaintiff used very bad language to the child. In Plymouth plaintiff's wife hit the child. The child became quite ill, and she told plaintiff so. In London witness saw a doctor, who advised rest for the girl.

His Honour found for the plaintiff for £16 1s. damages

CLIFTON v. NEW TIVOLI.—QUESTION OF MATINEES.

In the Court of Appeal, before the Master of the Rolls and Lords Justices Farwell and Kennedy, the case of Clifton v. the New Tivoli, Limited, came before the Court upon the plaintiff's appeal from a judgment of a Divisional Court of King's Bench reversing a decision of the learned judge of the Westminster County Court.

The plaintiff, Mr. Herbert Clifton, a music hall artist, sued the defendants to recover salary which he alleged to be due to him in the following circumstances:—In November, 1907, the plaintiff entered into a contract with the defendants to perform at the Tivoli for six weeks in 1908-9-10. One of the provisions of the contract ran as follows:—"The management hereby engages the artist, and the artist accepts the engagement, to appear as mimic, or in his usual entertainment, at the Tivoli every evening, and on Saturday afternoon when required, in accordance with Clause 3, for the period and at the salary stated in the schedule." Clause 3 ran: "The artist agrees to appear at any *matinées* required by the management, and shall be paid for each *matinée* at the rate of one-seventh of the weekly salary." The plaintiff's salary was £8 10s. a week, and £1 4s. 8d. for a *matinée*. The plaintiff performed at the evening performances for two weeks and at two *matinées*. On August 20 he received a letter stating that, owing to the length of the programme, his services would not be required at the *matinée* on the following Saturday. The plaintiff also received a similar notice with regard to the *matinée* on the following Saturday. The plaintiff was tendered his salary for these two weeks without the fee for the two *matinées*, but he refused to accept the amount tendered, and sued the defendants in the county court for the two weeks' salary due to him, the fees for the *matinées*, and for damages for not being allowed to perform. The defendants paid the amount of the two weeks' salary, less the fees for the *matinées*, into court. The county court judge held upon the construction of the contract that the words, "any *matinées* when required," meant *matinées* required by the management, and that the plaintiff was entitled to his fee if a *matinée* was given whether he actually performed or not. He accordingly gave judgment for the plaintiff for £20 8s. 6d., being the amount claimed for salary, including *matinées*, with £1 damages in addition. The Divisional Court, however, upon the defendants' appeal, reversed the decision of the county court judge, holding that upon the construction of the contract the plaintiff

was only entitled to be paid for performing at a *matinée* when requested to do so. Hence the present appeal of the plaintiff.

Mr. Atkin, K.C., and Mr. Doughty (instructed by Judge and Priestly) appeared for the appellant, and Sir F. Lowe, K.C., and Mr. Campbell Johnstone (instructed by Andrew Wood, Purves, and Sutton) for the respondents.

Counsel submitted in support of the appeal that respondents were bound to pay the appellant for all *matinées*, whether he appeared or not. According to the construction of the agreement a *matinée* was in exactly the same position as an evening performance.

The Master of the Rolls: The contract clearly does not apply to anything but Saturday afternoons.

Mr. Atkin submitted that the word "required" plainly applied to *matinées* and not to the artist.

Mr. Doughty supplemented his leader's argument, but without calling on Sir F. Lowe, K.C., for the other side, the Court dismissed the appeal.

The Master of the Rolls said the case was quite plain; the word "required" was intended to be applicable to the artist. The judgment of the Divisional Court was quite right, and the appeal must be dismissed with costs.

The Lords Justices concurred.

[See report of case in Divisional Court, April 8.]

COBB v. SUMMER ENTERTAINMENTS SYNDICATE AND OTHERS.—A HASTINGS BYE-LAW ULTRA VIRES.

In the Hastings Police Court, a case was brought by Mr. Alfred Cobb against 21 the Summer Entertainments Syndicate and the Mayor and Corporation for breaking the bye-laws by the erection of the Beach Concert Pavilion at the Fish Market.

Mr. F. W. Morgan appeared for the Syndicate, the Town Clerk (Mr. Ben F. Meadows) represented the Mayor and Corporation, and Mr. Cobb conducted his own case.

The section of the bye-laws under which the proceedings were taken enacted that no person should erect on the parade, stade, foreshore, or sands within the borough any booth, tent, shed, stand, stall, show, exhibition, swing, roundabout, or other similar erection, or bring thereon any van, photographic cart, or other vehicle, with the proviso that nothing in the bye-law should prevent the erection of buildings on any portion that may from time to time be appointed for the purpose by the Corporation after giving notice of the fact.

Mr. Morgan raised the point that the bye-law was bad, and that, therefore, the case must fall to the ground. He pointed out that the bye-laws were made under the Hastings Improvement Act, 1885, Section 98 of which gave the Corporation power to make bye-laws for the preservation of order and good conduct among persons frequenting the parade, stade, foreshore, or sands. It seemed to him that in order that a bye-law made under these conditions could be held to be valid the magistrates had to be satisfied that the making of the bye-law was necessary for the preservation of order and good conduct. He contended that the bye-law prohibiting the erection of buildings went far beyond what was necessary to preserve order and good conduct. Mr. Morgan proceeded to show to what lengths the bye-law might operate. It would prevent the erection of such structures as the Harbour offices or even the building of a pier over the beach.

Mr. Cobb said the performances in the Beach Concert Pavilion did not conduce to order and good conduct among those who had the right to hold public meetings there.

The magistrates retired to consider their decision, and on returning the Chairman said: We have come to the conclusion that we must sustain Mr. Morgan's point, that the bye-law is *ultra vires*, and unsustained by the powers of the Act. Both summonses will, therefore, be dismissed.

STROBACH AND WIEDMAN v. MACNAGHTEN.—PROLONGED LITIGATION.

At the Bloomsbury County Court, before Judge Bacon, the case of Strobach and Wiedman v. Macnaghten came up for trial. The question of transferring artists was involved. The plaintiffs were Carl Strobach and Franz Wiedman, trading as Olma and Corbett, and they sued Mr. Frank Macnaghten for £60 damages in respect of the non-fulfilment of a contract.

The case first came before the Court in May 1909, and Judge Bacon gave judgment for the amount claimed. There was an appeal in the Divisional Court, which was heard in December, 1909.

His Honour had found for the plaintiffs for the amount claimed on the ground that although in the Award there was a provision that artists might be transferred from one hall to another it was stipulated that that could be done only with their consent, which in this case had not been obtained. The Divisional Court upheld the judge's decision, but sent the case back for retrial. The opinion was expressed that plaintiffs were entitled to more than nominal damages, but not to the full four weeks claimed.

Since then the case had been before the Court several times. An application had been made to a judge in chambers for a writ of prohibition against the County Court judge hearing the case, unless an affidavit was filed that the plaintiffs were resident in this country when proceedings were commenced. This was granted. An affidavit was filed, and the writ was not issued. Judge Bacon declined to hear the case until he was satisfied that the writ had not gone forth. When the case came before his Honour, Mr. Doughty, for the plaintiffs, said that he had agreed with Mr. Martin O'Connor, for the defendant, that it would not be necessary to call evidence, as they would rely upon the evidence already given.

Judge Bacon said he thought the Divisional Court could have stipulated the amount that should have been given.

Mr. Doughty said it was for the judge to say what was the amount.

Mr. O'Connor said he did not consent to the amount of £60, and Mr. Doughty then addressed the judge on the circumstances of each of the four weeks and read the correspondence that passed between the parties, and agreed that the plaintiffs were entitled to almost the full amount of the damages claimed.

Mr. O'Connor, in the course of a long argument, cited an Appeal Court decision, which he contended would override the decision in the present case. Judge Bacon said that the case had been sent down to him for the assessment of damages, and if there was a disagreement with the finding then the parties would have to go back to the Divisional Court. If the Divisional Court decided a case he could not say they were wrong.

In giving judgment his Honour said that the Divisional Court had decided that he was right in principle but wrong in figures. Consequently it was sent back to him to take the measure

of damages. That was the only guidance he obtained from the Court. The plaintiffs had lost £15 weekly, and he at no time proposed to give them more. He found that the plaintiffs did not go to Southampton, so he proposed to deduct those expenses, and would give judgment for the plaintiffs for £58.

Mr. O'Connor intimated that there might be an appeal.

His Honour allowed costs, but there were some items which the defendants were allowed. [See reports of previous proceedings, February 3 and March 14; also STAGE YEAR-BOOK, 1910; p. 232 (County Court) and p. 275, appeal in the Divisional Court.]

CURZON v. CARLILE.—INJUNCTION AGAINST "THE KING OF THE ROAD."

In the Chancery Division, before Mr. Justice Parker, Mr. Maugham, for Mr. Frank Curzon, moved for an injunction restraining the defendants from producing a sketch entitled *The King of the Road*, in alleged infringement of the plaintiff's play *Beau Brocade*.

Counsel declared that his evidence showed that the incidents, dialogue, and characters of the sketch were identical with those of the play, and that the presentation of the piece in its shortened form would be detrimental to Mr. Curzon's interests.

The two defendants appeared in person, and submitted to a perpetual injunction, one of them stating that the sketch was suggested by the book "*Beau Brocade*," and not by the play, and that he had introduced business and characters of his own.

Mr. Maugham agreed to the defendants running the sketch for that night (Friday) and the following night (Saturday).

AUGUST.

THE CINEMATOGRAPH ACT.

At Old Street Police Court, before Mr. Chester Jones, a summons was heard under the Cinematograph Act against Morris Goolnick, of Assam Street, Commercial Road.

Mr. Carter, of the solicitors' department of the London County Council, said that the defendant, as the occupier of premises in Osborn Street, Stepney, which were used for the purposes of a cinematograph exhibition, had contravened one of the conditions laid down by the Council, which stipulated that each exit door must have a light of a different system to ordinary lighting of the building. This, he said, had been laid down in order that if, by any failure of the main system of lighting, the place should be thrown into darkness, the extra light should illuminate the different places of exit, and so obviate a panic.

The magistrate said that it was essential to the public safety that the regulations relating to such places should be observed. He imposed a penalty of 10s. and 23s. costs.

JOHNSON v. HAMPSTEAD ROLLER SKATING PALACE.

In the Bloomsbury County Court, Mr. Johnson, a master tailor, of Hampstead, sought damages against the Hampstead Roller Skating Palace.

Evidence was given by the plaintiff that when a change of performance was notified he

left the maple skating boards and his foot caught in an indentation of an adjoining board. He fell down and fractured his ankle in two places.

The jury awarded £50 damages.

WILLIAM EDELSTEN.—PROSECUTION
WITHDRAWN.

At Bow Street Police Court, William Edelsten, agent, of Brixton Road, S.W., was summoned before Sir Albert De Rutzen for obtaining £100 by alleged false pretences from Mr. Alfred William White, of Chorlton Street, Manchester.

Mr. H. H. Curtis-Bennett, who appeared for the complainant, said that the complainant when he took these proceedings thought he had been defrauded, but now that an explanation had been made he felt that, considering all the circumstances, and that there had been no criminal conduct, he would like to withdraw the summons.

Sir Albert De Rutzen said he had no objection to the course proposed, and allowed the summons to be withdrawn.

ALLEGED SONG PIRACY

At Guildhall, before Mr. Alderman Cooper, Albert Bowden, 29, coffee-house keeper, 12 of 11, Middlesex Street, E.C.; Abraham Kinzett, 53, bookseller, of 278, Wick Road, Hackney; Philip Fleming Bokenham, 32, printer, Howson Road, Brockley; and John Wesley Puddefoot, 51, printer, Milton House, East End, Finchley (the Milton Press), were further examined on a charge of conspiring to print and publish certain editions of the words of copyright songs, with intent to defraud.

The case was adjourned until August 23, when Detective-inspector Thomson said he had on several occasions kept observation on 11, Middlesex Street, Bowden's coffee-house (alleged by the prosecution to be the "distributing centre" for these pirated works), and had seen both Bowden and Kinzett serve out song sheets to hawkers. In a back room on the second floor of 8, Hutchison Street (rented by Kinzett), he found 2,052 song sheets. At 70, Leather Lane, where Bokenham carried on the business of a printer as F. Wilson and Co., he found 15,000 song sheets and two stereos for printing them. These latter were actually on the machine. There were also two stereos for printing other sheets.

On the premises of the Milton Press, in the occupation of Puddefoot—continued the officer—he found fourteen stereos for printing songs that were the subject of this charge. In the basement of Bowden's coffee-house, 11, Middlesex Street, were found 3,400 song-sheets.

The defendants pleaded not guilty and reserved their defence. Bail was fixed for each of them in the sum of £100.

STAGE PLAYS IN MUSIC HALLS.—THE
MACNAGHTEN MANAGEMENT FINED.

At the Clerkenwell Police Court, Mr. Frank Macnaghten, of Sadler's Wells Music Hall, Clerkenwell, was summoned by Mr. Frederick George for having on July 25 to July 28 unlawfully performed stage plays, viz. *The Devil's Elbow* and *Beware of the Dog*. Mr. James D. Cassels (instructed by Messrs. Morris and Rickards) appeared for the complainant, and Mr. P. T. Blackwell (instructed by Messrs. Blackwell and Co. for the defendant

Mr. Frederick George, clerk, said, in the course of cross-examination, that his only object in prosecuting was to obtain publicity and to ridicule the state of the law in this matter.

Mr. Bros said it was a bad plan to bring a prosecution to "ridicule an Act." As long as the Act stood he had to administer it. He imposed a fine of 40s., with 2s. costs.

STAGE PLAYS IN MUSIC HALLS.—THE
MACNAGHTEN MANAGEMENT FINED.

At Tower Bridge Police Court, Mr. Frank Macnaghten, of the Surrey Vaudeville, was summoned, before Mr. Gill, on the information of Mr. Frederick George, of 38, Cranbourn Street, Leicester Square, for the performance of alleged stage plays at a place not licensed by the Lord Chamberlain. The information stated that the plays or sketches in respect of which the proceedings were taken were *Perkins, M.P.*, *The King of the Road*, and *Ned the Devil*, and that the offence was committed on July 25, 26, 27, 28, 29, and 30, at the Surrey Vaudeville.

Mr. J. D. Cassels supported the summons, and Mr. P. T. Blackwell defended.

Mr. Gill said it was a technical breach of the law, and as it had been brought to the notice of the Court it must be taken notice of. He fined the defendant 20s. and 2s. costs.

REEVE v. SARONI'S PICTURE PALACE.—
AN INJUNCTION.

In the Vacation Court, Miss Ada Reeve moved to restrain the proprietors of Saroni's Picture Palace from publishing posters alleged to imply that she was appearing at this place of entertainment.

An injunction was granted restraining the defendant from advertising Miss Ada Reeve's name in such a way as to lead people to suppose that she was appearing at his picture palaces.

On September 7, the defendants agreed to a perpetual injunction, and Mr. Justice Scruton granted Miss Reeve a consent order.

SEPTEMBER.

G. TRAVERS.—A PORTABLE AND RATES.

The question of the rating of a portable theatre at East Kirby came before the Mansfield magistrates, when George Travers and another, as owners of the theatre, were summoned for the non-payment of the poor rate.

Mr. Travers said he objected to the rate because the theatre was a portable building of canvas only, supported on poles. The ground on which it was standing was let to them by the landlord of an adjoining public house at a weekly rental, clear of rates, and the landlord himself was assessed for the ground. This was the first case in the whole of his experience of the stage, extending over twenty years, in which he had known of a portable theatre or similar building being assessed for the poor rate. The erection was licensed by the County Council for the performance of stage plays. "We object to the rate on principle as well as because it will create a precedent," remarked Mr. Travers.

The Assistant Overseer remarked that inside there was match boarding 4 ft. high, so that the building was not portable.

Mr. Travers: That is on one side to keep out the draught.

Ald. Taylor: That is what I should call a temporary building. We rate such at Mansfield.

The case was adjourned until September 22, when the Bench made an order for the payment of the amount claimed, with costs.

MORGAN v. RICHARDS.—BREACH OF CONTRACT.

Before his Honour Judge Emden, at the Lambeth County Court, Maggie Morgan and Eva Morgan, acrobatic dancers, professionally known as the Sisters Morgan, sued Mr. Sam Richards, music hall agent, of Electric Avenue, Brixton, to recover £24 damages for breach of contract made between plaintiffs and the defendant, whereby the plaintiffs were engaged to appear in the defendant's troupe as acrobatic dancers for seven weeks.

Mr. Webb appeared for the plaintiffs and Mr. Hinde for the defendant, who paid £3 and costs into Court, but, notwithstanding, denied liability.

The plaintiff's case was that in July, 1910, in reply to an advertisement in THE STAGE newspaper, they called on the defendant, who engaged them for seven weeks, three weeks in London, to be followed by at least one month on the Continent, the salary to be £3 a week in London, but on the Continent 30s. a week, the defendant finding board and lodging in the latter case. They rehearsed for a fortnight, at the conclusion of which the engagement opened by a week's performance at the Camberwell Empire. At the end of this week, however, plaintiffs received a letter from the defendant to the effect that he had no further work for them, and thanking them for their past services. Immediately on receipt of that letter the plaintiffs wrote to the defendant, calling his attention to the fact that he had engaged them for seven weeks, and stating that they could not accept this intimation that he no longer required their services. Defendant did not reply, and plaintiffs consulted their solicitors, who wrote to the defendant, and received a reply in which he denied liability, stating: "I am afraid your clients are under a misapprehension. They worked a week and were paid for it. As the show was not a success no contracts were confirmed."

The defendant denied that there was any verbal contract, as alleged by the plaintiffs. As the piece came to an end at the close of the first week the engagement with the plaintiffs terminated.

His Honour, in giving judgment, said difficulty in the case had arisen in consequence of the defendant not having taken the precaution to reduce the engagement into writing. It was usual with such cases to find a written contract. Looking at the whole of the evidence he thought plaintiffs had made out a case for a fixed contract, and there must be judgment for the sum of £16, with costs.

OCTOBER.

STAGE PLAYS IN UNLICENSED BUILDING.—QUESTION OF LICENSING AUTHORITY.

At Barnstaple, Alton McKinnon Johnson was charged with acting a stage play in a structure called the Britannia theatre without a license.

Mr. J. Bosson, prosecuting, said defendant had been performing for some weeks in premises adjoining the Braunton Road, his license, obtained from the County Council, having expired on September 8. Defendant had experienced difficulty in applying for a

license; but that was no concern of theirs, and the Court could only impose a penalty for having broken the law. Defendant was still performing nightly. He consequently asked the Bench to deal severely with the defendant.

The Chief Constable (Mr. R. S. Eddy) and Police-sergeant Tucker gave evidence in support of the case.

Mr. A. F. Seddon, for the defence, said Mr. Johnson had performed in all parts of Devonshire for the past six years, and no exception could be taken either to the theatre or the performances. The County Council had hitherto granted the license, and when he applied for the renewal this year he was referred to the Barnstaple Town Council. The latter body had, however, decided that they had no power to grant the license, and so for the time being Mr. Johnson was without a license.

The Bench imposed a fine of 5s. and costs, with an expression of the hope that Mr. Johnson's application would have the early consideration of the proper authorities.

MICHAEL v. DONALDA.—OPERA "CONTRACT" OR "ENGAGEMENT."—AN INTERESTING QUESTION AS TO "LIST" INFLUENCE.

In the Marylebone County Court, before his Honour Judge Bray, Edward Michael, theatrical manager, of 15, Craven Street, Strand, claimed £50 as commission for services rendered from Mme. Pauline Sevengae, known on the operatic stage as Mme. Pauline Donalda, operatic singer, of Porchester Terrace, W. The plaintiff was represented by Mr. Gilbert Beyfus (instructed by Messrs. Beyfus and Beyfus, Lincoln's Inn Fields), and Mr. Rose Innes (instructed by Messrs. Stilgoes, Essex Street, Strand) appeared for Mme. Donalda.

Plaintiff's case was that on May 15, 1908, Mme. Donalda called at his office and told him she was in great distress because she was not in that year's list of artists for grand opera at Covent Garden, and in consequence would be unable to get certain platform engagements. Following on the discussion of the matter, the plaintiff drew up and the defendant read over and signed this document:—

May 15.—To Edward Michael.—In consideration of your attempting to obtain for me an engagement at Covent Garden Opera, and in the event of my making a contract with the management, I hereby agree to pay you the sum of £50 in cash on signing such contract, and further as and when received by me I will pay you 2½ per cent. on such amount as received from any contract I enter into with the Covent Garden management; the aforesaid £50, it is understood, is not on account of this percentage. The enclosed fee and the 2½ per cent. herein provided for does not call for any services after the contract has been signed.

Plaintiff wrote Mr. Neil Forsyth, asking authority to place Mme. Donalda's name on the list of artists. An answer came to the effect:—

I have your letter, and I have no objection to Mme. Donalda's name appearing on our list of artists during the present season. I understand that she remains in London until the end of July, and we are to have a call upon her services should we require them for any rôle in her repertoire, we to pay her £25 per performance in the event of her singing. It is also understood that should we book any concerts for her we take half the cachet.

(Signed) NEIL FORSYTH.

Defendant said she would accept these terms, and signed a document which stated:—

I authorise you on my behalf to accept the offer from Mr. Neil Forsyth and to sign any document for an engagement with Mr. Neil Forsyth, and this to relieve you from further obligation in the matter.

Directly this was signed plaintiff sent notices to the various newspapers to the effect that Mme. Donalds had joined the Covent Garden Opera Company, and these appeared in several newspapers. Subsequently he obtained a definite engagement for her in English opera, for which she received £25 per performance, and on which plaintiff was paid his commission. When he asked for a cheque for the £50 defendant promised to send one the same evening, but it never came, and he made a final demand for the amount early in 1910. It was not complied with, and this action was brought.

Evidence was given for the plaintiff by Mr. Hennequin, manager for Keith, Prowse and Co., to the effect that he considered the letters constituted a contract with Mr. Neil Forsyth.

For the defence, Mme. Donalds, in answer to Mr. Rose Innes, said she had fulfilled engagements at Covent Garden in 1905, 1906, and 1907, commencing at £25 and rising to £45; last autumn she received £60 from the management. On May 15, 1908, she called upon plaintiff and said she desired to be engaged in Italian opera. He suggested to her that he could get her a contract, and said he would want £50 for obtaining a contract with the Covent Garden management. She was to pay 2½ per cent. on any salary.

Mr. Rose Innes: Plaintiff says that your bargain was to pay him £50 for getting your name on the Covent Garden list.

Defendant: There was not any question of that sort discussed with me. Defendant added that when she signed the letter of May 15 she expected that a contract would follow. She was quite confident that that was what plaintiff represented to her, and she did exactly as he advised her.

Witness added that when she asked the plaintiff for the contract he had made with Mr. Neil Forsyth, he sent her two letters, which he said constituted a contract. Her husband would not agree that the letters formed a contract; he would not pay unless she got a contract.

Mr. Daniel Mayer and Colonel Mapleson gave evidence for the defendant to the effect that the letters did not amount to a contract.

His Honour reserved judgment which he delivered on October 20 in the following terms: "I find that the letter from Mr. Forsyth of May 28, 1908, and the letter from the plaintiff to him of May 30 constituted an engagement and signed contract within the agreement of May 15. I find further that the defendant accepted it as a fulfilment of the plaintiff's obligation under the said agreement, and as entitling him to the payment of the £50, and that she promised accordingly to send him a cheque for the amount as stated by him in his evidence, and in his letter of June 5. Judgment for the plaintiff for £50 and costs."

WEST v. AUSTIN.—INFRINGEMENT OF STAGE RIGHT.

At the Durham County Court, before Judge O'Connor, K.C., Arthur West, of Witney, Oxfordshire, sought an injunction against Mrs. G. H. Austin, of the Comedy Theatre, Pelton Fell, restraining her from performing *The Face at the Window*.

Mrs. Austin admitted three representations of the play, and consented to the injunction being granted against her.

His Honour accordingly granted £6 damages and costs.

As to the latter item, Mrs. Austin said she was only an artist supporting five children. She was out of employment, and had no properties except a small portable theatre. She offered payment of £1 a month.

This was agreed to.

MILTON v. MAIDSTONE PALACE.

The case of Milton v. the Maidstone Palace Theatre Co., Limited, which was before His Honour Judge Woodfall in the Westminster County Court, was a claim by a magician for £8 under a contract to employ him for a week.

Mr. Croom Johnson, for the plaintiff, stated plaintiff undertook to appear, but was afterwards informed that he would not be required. The engagement was subject to the theatre being in the use and occupation of the same management. It was, he contended, for the defendants to show that the same proprietors were not in possession.

The plaintiff gave formal evidence in support, and in cross-examination said that the V.A.F. was fighting the case for him.

Mr. Patrick Hastings, for the defence, said that the occupancy had absolutely changed on May 28 last. Five local gentlemen bought the premises in April, 1900, for about £4,000. None of them had any previous experience of theatrical or music-hall business. They formed themselves into the defendant company, and the hall not being a success, they were left only two alternatives—winding up or selling. Mr. Ewart Cobden Potter, who understood the business, had been after the premises when the five had their "flutter," and they approached him. He agreed to take it over.

Mr. H. C. Clark, factory manager, gave evidence in support. He was one of the five referred to.

Mr. Cox, secretary to the company, stated that the takings were paid into the company's account, and he was allowed the use of a room at the theatre by Mr. Potter, who was the lessee.

Cross-examined: The company paid the insurance.

Mr. Potter deposed that he had four years' experience of the music-hall business before this transaction, and before that he was a surveyor. He rendered weekly accounts to Mr. Cox, and produced a receipt book to bear that out.

Cross-examined: Two receipts were filled in, "Received of the proprietors." It was similar to one he would provide if he put a manager into a hall to show what was paid away to artists and others. The company held meetings in his office without paying rent.

Mr. Johnson contended that Mr. Potter was the manager, not lessee, of the hall, for the defendants.

Mr. Potter, recalled by the judge, said that he had £3 10s. a week under a guarantee. The hall was worth £800 or £1,000 a year. Fifty per cent. of the profits which he was to pay the company was by way of further rent, as the company thought that £494 was too small. He deducted his £3 10s. a week from the proceeds before paying into the company's account.

His Honour found that Mr. Potter was "in occupancy and possession" under the agreement. It bore hardly upon artists, he said, but he found for the defendants, with costs.

CLARK v. BURNS.—OPERATING A BIOSCOPE.

Before Mr. J. W. Sidebotham (in the chair) and other justices at Altrincham Sessions, Cecil Clark, of Grosvenor Road, Altrincham, summoned W. C. Burns, proprietor of a cinematograph show at the Public Hall, Altrincham, for 35s.—a week's wages—and 35s. for a week's wages in lieu of notice.

Complainant's story was that, having come from London to enter the employment of defendant as operator, he found difficulties with the apparatus. No show was given on the Monday night following the Saturday on which he received the machine he had to manipulate. He had the light, but in consequence of an inadequate lens he could not produce a large picture as wanted by defendant, and so there was no entertainment on the Monday night. Matters were sufficiently righted for the Tuesday night for the two performances; but on the following day Mr. Burns suddenly dismissed him.

Defendant said when he engaged complainant he expected that the latter would be properly qualified to work the machine, which before had worked successfully, though he told complainant it had been stored up for thirty-four weeks. Good results since complainant left had been obtained with the system on which the machine had to be worked. Complainant evidently had not had enough experience as an operator. The fact that no performances were given on the Monday represented a serious loss to defendant. The Bench dismissed the case.

DANN v. CURZON.—THE MATINEE HAT INCIDENT.

The case of *Dann v. Curzon* came before his Honour Judge Woodfall in the Westminster County Court. There were two actions, by Mr. Thomas Lumley Dann, a Press agent, of Hind Court, Fleet Street, and his wife, Ethel Lumley Dann, each to recover a sum alleged to have been "verbally agreed to be paid by the defendant, Frank Curzon, for assisting in carrying out, by way of advertisement, at the Prince of Wales's, a certain *matinée* hat incident on April 2, 1910." The husband claimed £100 and the wife £52 10s.

Mr. Patrick Rose-Innes and Mr. Lilley appeared for the plaintiffs, and Mr. W. G. S. Schwabe for the defendant.

The defence was that the advertisement was carried out in the ordinary course of Mr. Dann's employment and not for any special remuneration; and a set off Mr. Curzon had in the way of money owing to him by Mr. Dann.

His Honour said that he regarded the most important point in the case as that of whether the courts of justice could be resorted to for the purpose of getting advertisements, and, that being so, he must consider the question of whether it was against public policy. On that ground he must consider his decision.

On October 24, his Honour delivered his decision in the following terms: In the early part of this year, when the plaintiff was employed by the defendant as his Press agent, he suggested to the defendant that it would be an excellent advertisement both for the theatre and for the defendant himself as manager, if the following scheme were carried out—namely, two ladies and a gentleman were to be engaged. The ladies were to occupy two stalls and to wear ultra-fashionable hats. The gentleman was to

occupy a stall immediately behind them, and during the fall of the curtain peremptorily demand of the ladies that they should take their hats off, but the ladies were to refuse, and the gentleman urgently and audibly to insist, and the disturbance was to attain such proportions that the defendant should be sent for and invite the trio outside in the corridor, and demand of the ladies that they should remove their hats or leave the theatre, that the ladies should resist that demand, that defendant should thereupon eject them by a technical assault of laying his hand on the shoulders of one of them, that the ladies should then leave and summon the defendant before a magistrate for the assault, and that the plaintiff should plead the right to protect the convenience of his audience. The defendant consented, and the scheme was carried out in every detail, the price of their seats—which they had not paid for—was ostensibly returned to the ladies, and, in pursuance of the plot, they proceeded to summon the defendant for assault. The magistrate heard the charge and dismissed it, holding that the defendant was justified in what he had done. The plaintiffs now allege that the defendant agreed to pay them for their services in carrying out the venture. I am of opinion that the agreement alleged is illegal, being contrary to public policy, and that no action is maintainable upon it. And this for two reasons: (1) The spectacle of two ladies being peremptorily and brusquely treated might well have aroused interlopection on their behalf, and led to a serious breach of the peace. (2) The invocation of a court of law to punish an offence which, to the knowledge of the parties, had not been even technically committed was in the nature of a fraud on the administration of justice. I therefore dismiss the two actions, and leave each party to pay his own costs. In case of a successful appeal against this decision, and to save the expense of a second hearing, I will state what otherwise would have been my finding and decision. I find that the defendant did agree to pay the plaintiff *Dann* £105, that the defendant's set-off is valid, and I should have given judgment accordingly for the defendant with costs. I find the defendant did agree to pay the plaintiff, Mrs. *Dann*, £52 10s., and I should have given judgment for her with costs.

[See reports: Appeal, December 20, and case, *Eardley v. Curzon*, April 25.]

MORRIS v. PETERMAN.—"CHANTICLAIR."

In the Chancery Division, Mr. Justice Eve heard a motion by Mr. William Morris to **18** restrain Joe Peterman and company from performing a sketch originally called *Chantclair*, a burlesque of the French play, *Chantclair*, but subsequently altered to *Hi Cockalorum*; *Chuck, Chuck, Chuck*, at the Canterbury and other music halls.

Mr. P. Ogden Lawrence, K.C., in support of the motion mentioned that Mr. Morris assigned the rights to the defendants for twelve months in consideration of a payment of £6 a week, retaining the right to determine the agreement in the event of the payments falling into arrears. The defendants, after making nine weekly payments, disputed the plaintiff's title and ceased to play.

Mr. Gore Browne, K.C., for the defendants, said the plaintiff's claim to the performing rights were not admitted, and that there were certain legal points to be decided.

On the defendants agreeing to pay the arrears and the £6 weekly into Court pending the trial of the action, his lordship made no motion, except that the costs be costs in the cause.

GRAYS v. OSBORNE.—DISMISSAL OF AN ARTIST.

At the Redhill County Court, before his Honour Judge Scully, Miss Kitty Grays sought to recover £10 damages for wrongful dismissal from her employ as a vocalist and soubrette, from Mr. Charles Osborne, the proprietor of the "Cheeros" Concert Party, who performed at Redhill during the summer.

Mr. T. Bacon Phillips appeared for the plaintiff, and Mr. Fyfield (instructed by Messrs. Judge and Priestley) for the defendant.

Plaintiff gave evidence to the effect that she entered into the contract with the defendant for a sixteen weeks' engagement, commencing May 14, and said everything went satisfactorily till July 22, when she was dismissed.

Defendant said he had to complain to the plaintiff because she did not attend rehearsals, also in respect of gentlemen waiting about after the performance for her. He warned her that she was encouraging undesirable patrons, who invariably came drunk to the show, and jeered at the artists.

His Honour said he thought the dismissal of the plaintiff was justified on two grounds. First, that the plaintiff had deliberately taken part in introducing these persons into the audience after she knew they had been forbidden to come there. Consequently, that was an act that might be described as insubordination, an act that was beyond the principles of loyalty which ought to exist between employes in a company of this sort. Unless these principles were observed, it was clear that a company of this sort could not hold together for a week. Secondly, on the ground that the plaintiff was absent from rehearsals on three or four occasions. There must be a verdict for the defendant, with costs.

KARNO v. LONDON THEATRE OF VARIETIES.—CLAIM FOR BALANCE OF SALARY.

In the Westminster County Court, the case of Karno v. London Theatre of Varieties, Limited, was before his Honour Judge Woodfall. It was a claim by Fred Karno, music hall artist, for £100, balance of a week's salary.

Mr. Harold Brandon, counsel for the plaintiff, stated that Mr. Karno received two contracts from Mr. Masters and Mr. Reed, defendants' booking managers, for performances of his sketch *R.M.S. Wontdetania*. The price was to be £200 a week, and Mr. Daw, plaintiff's agents, was asked if a third week would be accepted for defendant's Shoreditch hall. That was accepted, but the performance was altered from Shoreditch to Croydon. Plaintiff was paid £200 a week for the first two performances, but when the performance was paid for at Croydon only £100 was forthcoming. A receipt was given on account and under protest, and the balance was now claimed. There was no agreement to reduce the amount to £100, a sum which would not meet that required to pay the forty performers in the sketch.

Mr. Fred Karno denied in the box that he gave any authority to accept less than £200 a week for the sketch, the expenses for which, he said, amounted to £135.

For the defence Mr. Charles F. Reed gave evidence that he was a booking manager to the defendants. He had a large amount of discretion, but in large matters, such as £100 a week, he always consulted Mr. Gibbons, who had to confirm all contracts. Mr. Daw asked him for Shoreditch, and witness did what he could, but Mr. Gibbons would not agree to it, but offered Croydon, and the amount offered

was £100. Plaintiff sent a letter of confirmation, with the amount stated as £200, and witness went to his (Karno's) office to impress upon him that the amount was £100.

His Honour said he should find for the plaintiff for the amount claimed, with costs. In the course of a lengthy judgment he said plaintiff stated his terms were £200, and defendants let him go to Croydon without making any response to the letter in which the terms were stated. Defendants allowed plaintiff to go to Croydon; and now they must pay him.

SALISBURY v. RICHARDS.—MUSIC HALL EMPLOYEES AND THEIR NOTICES.

In the Shoreditch County Court, before Mr. Registrar Wickham, Henry Alexander 20 Salisbury, of 17a, Peter's Square, Peter Street, Hackney Road, sued Mr. Thos. Geo. Richards, of the Shoreditch Empire, late the London Music Hall, of High Street, Shoreditch, to recover 12s. The plaintiff's case was that he was engaged by the defendant at 12s. a week. He worked the full week, and at the end of that time he was told he would have to stand off for a week or two as there was nothing going, but that he might be engaged in about four weeks' time for the Cambridge Music Hall, which belonged to the same people. He was not engaged and now claimed his money in lieu of notice. For the defence, Mr. Hector Munro, the manager of the London Music Hall, appeared and produced a book which he said the plaintiff had signed, which said that there was no notice necessary on either side. Plaintiff: Yes, I was forced into signing that.—Mr. Munro: There was no forcing at all. Everyone employed at the music hall has to sign it, so, of course, he had to.—Plaintiff: Yes, but I was forced to sign it to get work.—The Registrar: That might be so. It is usual to have to sign an engagement book if the firm have some specially framed rules.—Plaintiff: Yes, but the same thing occurred at Sadler's Wells Theatre and I won.—The Registrar: What do you mean that you won? Is this a regular practice of yours to bring actions?—Plaintiff: No, but I had a similar experience at Sadler's Wells Theatre, and I took the case before the judge at Clerkenwell, who decided in my favour.—The Registrar: I have no knowledge of that case, and the circumstances may have been totally different.—Plaintiff: Not at all; the circumstances were just the same, and I explained it to the judge that we men were forced to sign this book, and he said that as the getting our employment depended on the signing of the book, it was illegal, and he gave a verdict in my favour.—The Registrar: I am not responsible for what the judge at Clerkenwell says or does, but the fact remains that you have signed a book agreeing to the terms that there shall be no notice on either side and you will have to abide by that.

HEBBINS v. LONDON THEATRE OF VARIETIES.—CLAIM FOR DAMAGES AGAINST THE KILBURN EMPIRE.

His Honour Sir William Seife and a jury were occupied at the Marylebone 21 County Court in hearing an action for damages against the London Theatre of Varieties Co., Limited, brought by William Hebbins, of Priory Road, Kilburn, who claimed £20 in respect of injury suffered through being forcibly ejected from the Kilburn Empire.

The plaintiff said that on the evening of

August 2, his wife and a Mr. Mayo, a friend, went to the Kilburn Empire. During the course of the entertainment they had a joke among themselves which caused some laughter. Immediately after this, one of the theatre attendants cried out: "Stop that noise or I will come and chuck you out." Plaintiff was afterwards thrown out.

Evidence for the defence was to the effect that defendant was drunk and shouted uncomplimentary remarks at the performers.

In summing up, his Honour said of course if the story of the defendants' servants was a true one, and the plaintiff was causing a disturbance, they had a perfect right to eject him, so long as they used no more force than was necessary. On the other hand, if, as the plaintiff alleged, he and his wife and friends simply indulged in a little joke during the process of an entertainment, there would be no justification for putting the plaintiff out of the theatre.

The jury, after deliberating for half an hour, gave a verdict for the plaintiff, assessing damages at £5, and judgment was entered for that amount, with costs.

ROTHSAY v. LOVERIDGE.—ALLEGED BREACH OF AGREEMENT.

In the King's Bench Division, before Mr. Justice Pickford, Mr. Frank Rothsay **21** brought an action against Mr. George Augustus Loveridge, landlord of the West London, Church Street, W., to recover damages for an alleged breach of agreement. The defendant denied that there was any agreement. Mr. J. D. Cassels (instructed by Messrs. Morris and Rickards) appeared for the plaintiff, while Mr. Hinde (instructed by Messrs. Metcalfe and Sharpe) represented the defendant.

The case for the plaintiff was that on August 25, 1909, the defendant, through his solicitors, agreed to let him the West London for a period of twenty weeks from September 13 at £12 10s. per week; that subsequently the defendant refused to carry out the agreement, and that consequently the plaintiff had suffered damage. The defendant contended that there was no concluded agreement between him and the plaintiff, as the latter failed to comply with the condition that he should pay the costs of preparing the agreement.

His lordship entered judgment for the defendant with costs.

MOORE v. DAREWSKI.—MISS EVA MOORE AND THE "INFANT."

At the West London County Court, before his Honour Sir William Selfe, Miss Eva **27** Moore sued Adolph Ernest Darewski, described as an impresario, of Sinclair Mansions, Kensington, for 40 guineas, due to her for professional fees due in connection with recitals given by her at Scarborough in March, 1910.

Mr. M. Templeton (Messrs. Templeton and Co.) appeared for the plaintiff, and Mr. Osborne (Messrs. Osborne and Osborne) represented the defendant.

At the outset Mr. Osborne said the defendant pleaded that he was an infant, and was therefore not responsible.

Miss Eva Moore said she entered into an arrangement with the defendant to appear at Scarborough on March 25 and 27 at an inclusive fee of 40 guineas. She travelled to Scarborough on March 24 and remained there for five days. She did not press the defendant for immediate payment, but after receiving certain information she commenced proceedings to recover the money due to her.

Mr. Templeton submitted that the circumstances of the case were such as to make it a fraudulent transaction on the part of the defendant if he was really under age. If his Honour were satisfied on that, however, he (Mr. Templeton) trusted that no order would be made as to costs. The object of the plaintiff in bringing the action was that a warning should be given to her brother and sister artists, who perhaps might be less able than she was to throw their money away in travelling and fulfilling professional engagements without any prospect of getting paid for them, so that they might have no business transactions with the defendant.

His Honour, in giving judgment, remarked that the defendant had had the benefit of advertising to the world the way in which he conducted his business, but no doubt the publicity of the case would make other artists very careful as to the way in which they entered into engagements. There would be judgment for the defendant, but without costs.

MR. FRANK HARRISON CHARGED.

At Bow Street, Frank Harrison, 40, described as a theatrical manager, of Milton Mansions, Queen's Club Gardens, West Kensington, was charged, on remand, before Mr. Curtis-Bennett, with forgery. It was stated at the previous hearing that the prisoner told Mr. George de Lara, of Brook Street, Kennington, that he could "place" a sketch, entitled *What's Good for the Goose*, of which he (Mr. de Lara) was the author. He was entrusted with the manuscript, and sold the sketch to Mr. Joseph Wilson, manager of the Tivoli, for £2 down, and a royalty of 6s. a week. When Mr. Wilson paid the £2 the prisoner handed to him an assignment and a receipt purporting to bear the signature of Mr. de Lara. It was alleged, however, that Mr. de Lara had not signed either of the documents referred to.

Mr. Curtis-Bennett, after hearing the evidence, said it was evident the prisoner had given way to intemperance. He would have to find two sureties in £25 each to bring him up for judgment if called upon. The sureties were at once forthcoming.

FOSTER v. ELWANGER.—AGENT'S COMMISSION CLAIM.

The case of Foster v. Elwanger was before his Honour Judge Woodfall in Westminster County Court. It was a claim by **28** a variety agent against an artist for commission on engagements. Mr. Walter Payne was counsel for the plaintiff and Lord Tiverton for the defendant.

Plaintiff gave evidence that he acted as agent for the defendant, and procured for him a Stoll Empires tour. He produced his account showing £2 16s. 8d. due for commission.

Cross-examined, the plaintiff said he procured the contracts and afterwards got the confirmations, the latter on January 11. He met defendant in 1908, when he had a three-handed sketch called *The Peacemaker*. He could not say whether Mr. Stoll approached defendant direct at that time. The defendant might have said at that time that he had a six-handed sketch, but witness did not undertake to get Mr. Stoll to take it.

By the Judge: The contracts sued upon were for a new three-handed comedy sketch.

In cross-examination plaintiff said the three dates sued for were not played because defendant played elsewhere. Witness had nothing to do with contracts being cancelled. He procured the engagement; but defendant did not perform because he failed to produce the new sketch for which the contracts were given.

The Judge: How do you claim commission here?

Mr. Payne replied that defendant signed a commission note with respect to a contract to produce a new sketch which had to be approved by the management.

The Judge: And has never been approved. Mr. Payne: Because defendant has not submitted it.

The Judge said the sketch was to be subjected to the manager's approval, and if disapproved the contract would be null and void, and there would be no salary. Artist and agent took the risk.

Mr. Payne contended that was not so, that the commission note protected the agent.

The Judge: I do not think so.

Mr. Payne: If the artist does not produce the sketch agreed upon he does not comply with his contract.

The Judge: I disagree.

Mr. Payne: The agent has done all he is bound to do when he has procured the engagement. The agent does no more work after that, whether the artist performs or not. The agent is entitled to his commission when he has procured the contract.

The Judge did not think plaintiff had a shadow of a case. Plaintiff claimed that although the contracts were, in fact, cancelled, and defendant had been paid no salary under the terms of the contract, commission was payable. It was abundantly clear there was an agreement and that there was a defeasance of that agreement, which was that it was to be used for the purpose of introducing a six-handed sketch. It seemed to him it would be most inequitable if defendant had to pay. He gave judgment for the defendant, with costs.

NOVEMBER.

LAPTHORNE v. BEECHAM AND WHEELER.

Before Mr. Justice Bray and a common jury in the King's Bench Division, an action

2 was brought by Mr. Wm. Thomas Laphorne and his wife, Marion Laphorne, known on the stage as Ashley Page and Marion Denvil, against Messrs. Beecham and Wheeler for salaries alleged to be owing them as music-hall artists.

Mr. L. F. Daldy and Mr. A. T. Poyser appeared for the plaintiffs, and Mr. P. W. Turner and Mr. J. R. Bell Hart represented the defendants.

Mr. Daldy said that the plaintiffs performed two sketches called *Cromwell*; or, *the King* and *The Other Woman*. The defendants previous to this contract, were running the Paragon, and they engaged the plaintiffs there for a week and paid them £20. In October they wrote to the plaintiffs, saying that they had booked them for nine weeks at suburban halls. The salary list was £15 a week for *Cromwell* and £17 for *The Other Woman*. The defendants received from the theatre management £38; out of this they had to pay these salaries. The difference went into the defendants' pockets. That was not a case of agency and commission; it was never suggested to the plaintiffs that the defendants were only acting as agents. The plaintiffs performed for three weeks at Shoreditch, Camberwell, and Balham to November 15. At the end of that time the defendants had no employment for them, though subsequently they were allowed to appear for some weeks. The result now was that their claim was for three weeks' salary with two *matinées*.

Mr. Turner, for the defence, submitted that the contract being to perform stage plays in

music-halls, which were not licensed for stage plays, was illegal, and that therefore the action must fail.

Mr. Justice Bray, however, said that as the illegality of the contract had not been pleaded, and as a question of fact was involved, he could not go into it.

Mr. Ashley Page, giving evidence, said they were paid by the defendants, as were others who took part in the sketches. In cross-examination, he said that in September, 1909, he signed contracts with the London Theatre of Varieties, Limited, through the defendants. The confirmation of these contracts had never been received by him. The sum mentioned was £38, but he never received £38.

Miss Marion Denvil spoke of an incident at the Holborn Empire. On the Tuesday evening they were asked by the manager not to perform for the remainder of the week, as the bill was overcrowded. Mr. Page would not consent, and said he must consult the defendants, by whom they were engaged. Mr. Beecham refused to consent, and as a result they played the week.

Mr. Charles Henry Beecham stated in evidence that in 1908 he was the manager and Mr. Wheeler was treasurer of the Paragon. The sketch *Cromwell* or *the King* was written by Mr. Wheeler, and the plaintiffs received £20 a week for playing it at the Paragon. The witness and Mr. Wheeler afterwards started business as music-hall and dramatic agents. He got engagements for Mr. and Mrs. Page, and the former knew that if there was no play there was no pay. The arrangement was that out of the sum paid by the theatre all the salaries, hire of dresses and scenery, and travelling expenses were to be paid, the balance being retained by the defendants, as they never charged the plaintiffs any commission. He held no contract for the dates claimed. A paper containing the dates was given Mr. Page, only that he might get some money from his father by showing him he had got some work in prospect.

His Lordship: Are we to understand that you were a party to deceiving the father by leading him to suppose there were engagements?

The Witness: He came to us in terrible trouble and asked to have a list.

On the following day the jury returned a verdict for the plaintiffs for £47 10s.

Judgment was given accordingly, with costs.

SELINGER v. MACNAGHTEN.—THE QUESTION OF THE "FIRST TURN."

At the Bloomsbury County Court, Judge Bacon heard the case of Selinger v.

2 Macnaghten. It was an action by Mr. Archibald Selinger, professionally known as Archie Pitt, to recover from Mr. Frank Macnaghten the sum of £11 15s., two weeks' salary, for alleged breach of contract. The plaintiff was represented by Mr. Given, and the defendant by Mr. Martin O'Connor (instructed by Messrs. Blackwell). One of the questions involved was the demur of an artist to take the first turn.

Mr. Given, in opening the case for the plaintiff, said that when he went to the rehearsal he demurred to being the first. He was willing to appear, but the stage manager told him that he was not allowed to appear. The plaintiff claimed for the breach of the agreement.

The plaintiff gave evidence, and said that he was to appear at the Foresters' Hall from September 5 to 12, and another week at the Bow Palace. On Monday, September 5, he went to the rehearsal and, being informed

his was the first turn, went down to see the stage manager and asked him why he was to have the first turn. The stage manager referred him to Mr. Baugh. He sent a note to Mr. Baugh, who replied that it was his turn, and that he could not alter it. Plaintiff decided to go on. Later he went on the stage in the usual way, when Mr. Murray said, "You are not to go on; that's my instructions."

Other evidence having been given, Mr. Baugh said a message was brought to him that Mr. Pitt would not go on, and in consequence he had to make arrangements for another turn. When he saw the plaintiff he told him that if the artists were going to run the theatre he would sooner start a greengrocer's shop. They had been friends, and they were still friends, he hoped. Mr. Baugh added, "There must be a first turn, and there must be the last one."

Judge Bacon: I suppose it is possible to indulge their feelings, and artists are sometimes like big children. There is such a thing as a little discretion.

Mr. Baugh said he was not there to persuade artists. They were booked for engagements, and if they refused to go on it was their concern.

Evidence was given as to the supplying of an exhibition of pictures to take the place of the plaintiff's turn.

Mr. Martin O'Connor submitted that there had undoubtedly been a breach of contract. That he submitted as the chief point on behalf of the defendants, and he would put it to his Honour if there had been a breach of contract, by whom was that breach committed? If by the plaintiff, then he was not entitled to damages. Mr. Pitt did away with his contract directly he declined to proceed with his turn. When the artist said he would not go on, then Mr. Baugh accepted what he said and sent for the additional pictures.

Judge Bacon gave judgment for the defendants, with taxed costs.

MELODRAMA PRODUCTIONS, LIMITED, v. FORTESCUE.

In the King's Bench Division, the Lord Chief Justice and a special jury began the **3** hearing of an action by the Melodrama Productions, Limited, against Mr. Jack Fortescue, actor, for damages for the alleged wrongful detention of a bloodhound and for damages for libel and slander. The defendant denied the plaintiffs' allegations, and said the statements in the libel alleged were true. He counter-claimed for damages for alleged wrongful dismissal and wrongfully advertising him as performing when he had ceased to do so. Those allegations the defendants denied.

Mr. G. Elliott, K.C., and Mr. Hogg appeared for the plaintiffs, and Mr. G. Emery and W. Hayes for the defendant.

Mr. Elliott explained that defendant was engaged by plaintiffs to perform in certain pieces. Under an agreement of January 16, 1909, he was engaged at a salary of £3 10s. a week, the engagement to be terminated, according to the contract, at a fortnight's notice. The action had really been brought owing to the necessity of plaintiffs recovering a bloodhound, named Pedro, which defendant had detained. Defendant had been engaged to play the part of Sexton Blake in the melodrama of that name, and the dog played an important part. Defendant was of extremely uncertain temper, and did not always get on with the management or the other actors, and his conduct had led the management to think it desirable to terminate his contract. At Gateshead defendant was offered £7, in lieu of a fortnight's notice, and another actor, Mr. Murray Yorke, was engaged to take his place. Defendant refused the money, and retained the

dog under his control, with the result that Mr. Yorke had to appear without him. The company went from Gateshead to Bordesley, and there also defendant kept the dog. At both places he stood outside the theatres, distributing handbills, which contained the alleged libels. The handbill read as follows:—

"JUSTICE.

"Mr. Jack Fortescue, who alleges that he was wrongfully dismissed by the management of the *Sexton Blake* Company for no reason whatever, solicits your patronage in the sale of his postcards to help him in the prosecution which he is taking up. He also alleges that the gentleman playing Mr. Fortescue's part is doing so in Mr. Fortescue's name, which is injustice, as his name is still on the bills. Mr. Fortescue is stranded in this town with his wife and two little ones to support. The bloodhound Pedro remains in Mr. Fortescue's charge for debt. Postcards, 1d. each."

This had the effect, said Mr. Elliott, of inducing people not to witness the performances, and the absence of the dog also militated against its success. Eventually, on May 22, after an application to the courts, defendant returned the dog.

Mr. Emery, for the defence, contended that plaintiffs had suffered no damage because of the detention of the dog, and as to the alleged libel, defendant said that every word on the bills was true.

Mr. Fortescue said his salary was £3 10s. a week, and he was also to receive 10s. a week for keeping Pedro, but a certain amount was owing to him yet, and that was why he refused to hand the dog over when his agreement was cancelled. He had the bills printed after consulting a solicitor.

The case was continued on November 4, when the jury returned a verdict for the defendant on the question of the detention of the dog, and also on the alleged libel. They also found a verdict for defendant on the counter-claim for wrongful dismissal, and awarded him £85 damages.

Judgment was entered accordingly, with costs, a stay of execution being refused.

PAVILION, NEWCASTLE, LIMITED, v. GINNETT AND BOSTOCK AND ANOTHER.

In the King's Bench Division, before Mr. Justice Grantham and a common jury, **3** the Pavilion, Newcastle, Limited, brought an action for alleged breach of contract against Mr. Fred Ginnett and Mr. Frank C. Bostock, owners of Consul, the performing chimpanzee, and against Mr. Harold L. Hilliard, in respect of an engagement for a week's performance by Consul at the Pavilion, Newcastle. Defendants denied that any contract was made.

Mr. Clavell Salter, K.C., Mr. Douglas Hogg, and Mr. J. B. Melville (instructed by Messrs. Childs and Co) represented the plaintiffs; and Mr. Shearman, K.C., and Mr. Eustace Hills (instructed by Messrs. Tippetts) were for the defence.

After a long hearing, and on the second day, Mr. Clavell Salter announced that the parties had come to terms, one of the conditions being that Consul was to appear at the Pavilion, Newcastle, for the week beginning December 19.

DESORMES v. SOBERY AND JAMES.—PIERROT'S ACTION.

The case of Desormes v. Sobery and James was before his Honour Judge Woodfall **3** in the Westminster County Court. It was a claim for £7, two weeks' salary, against the proprietors of the Bohemian Concert Company.

Mr. Portland Akerman, solicitor, said he was

appearing for the plaintiff, and was also acting in this matter for the other members of the troupe of pierrots which defendants were running at Sandown, Isle of Wight. Defendants had other troupes of pierrots at the Isle of Wight. The weeks ended Friday night, and one Saturday, after the afternoon and evening performance, a telegram was received from Mr. Sobery to close down the show. The artists had broken into a fresh week.

Plaintiff, in his evidence, said the artists had a benefit on the night before they were dismissed, and they divided up the proceeds after deducting what they agreed to pay the defendants for expenses.

For the defence, Mr. Sobery gave evidence that the whole of the proceeds of the benefits were to be paid into the firm and the firm divide the money. He had been in the habit of making the amounts up for "the boys." If the amount was £3 5s. he would make it up to £4 out of his own pocket. He went over to Sandown from Ryde in response to a telegram, and, finding the money had not been paid in, and that there was a refusal to pay it, he dismissed the troupe.

His Honour was firmly convinced that the defendant wished to act fairly and kindly to the artists, but the question was as to legal rights. There was no right to terminate the contract, of which the artists had in no way committed a breach. So long as the artists paid the expenses they agreed to they were entitled to the proceeds of their benefit performance. He found for the plaintiff, with costs.

Mr. Akerman said all the members were claiming, but no doubt this would be taken as a test case. He asked for the costs of the members he had from New Brighton and Southsea to give evidence for the plaintiff.

His Honour allowed the costs and dismissed a counter-claim for £14 odd, the proceeds of the benefit.

CHAPPELL v. HARRISON.—CUSTOM OF PIANOS AT THEATRES.—QUESTION OF DISTRESS.

In the King's Bench Division, before the Lord Chief Justice, Mr. Justice Darling and Mr. Justice Pickford, an appeal was heard from the decision given by Mr. Curtis Bennett, at Bow Street. The appeal was by Messrs. Chappell. The facts of the case were that when Mr. Robert Hilton had his season at the Strand, Messrs. Chappell and Co., Limited, supplied a piano. When his season failed, the landlord, Mr. J. A. Harrison, caused a distress to be levied on goods at the theatre, including the piano. Messrs. Chappell subsequently served on Mr. Harrison a declaration that Robert Hilton had no beneficial interest in the piano, inasmuch as it had been lent on short payment, in accordance with the custom of the profession, and consequently was the property of Messrs. Chappell, and was not goods to which the Law of Distress Amendment Act, 1908, was expressed not to apply. The magistrate said the custom failed, and dismissed the summons against Mr. Harrison.

The Lord Chief Justice delivered judgment upholding the magistrate's decision, and similar effect was delivered by Mr. Justice Darling and Mr. Justice Pickford.

[See report of Police Court proceedings, March 17.]

KUBELIK v. M'CREA.—VIOLINIST AND CONCERT AGENT.

Before Mr. Justice Channell, in the King's Bench, and a common jury was the 21 action by Herr Jan Kubelik against Mr. Fredk. M'Creia, of Gloucester, to recover

£256 4s. 3d., balance of an account to July 19, 1909, for organising a tour.

Mr. Atkin, K.C., and Mr. W. Frampton appeared for the plaintiff; and Mr. Robertson for the defendant.

The parties eventually agreed to come to terms.

Mr. Robertson announced that the defendant would pay to Kubelik £150 within fourteen days, and each party would pay their own costs of the whole case.

BRYAN v. GAITY, DUBLIN.

In the Dublin Nisi Prius Court No. 2, before Mr. Justice Wright, without a jury, **22** the action was heard in which Miss Nora Bryan sued the Gaiety Theatre, Dublin, Company, Limited, to recover damages for injuries resulting from an accident which occurred in the theatre on September 21. The defendants denied liability. It appeared that the plaintiff went to the theatre on that date to the gallery. Plaintiff's left leg went through a hole. She managed to extricate herself with considerable difficulty. She was taken to Mercer's Hospital, where she was treated by Dr. Kelsall. She attended the hospital as an outdoor patient for some time, and on October 4 was admitted to the institution, as it was found that synovitis had set in, and an operation was performed by Dr. Maunsell. She remained in the hospital till October 25, when she left the hospital and went under the care of Dr. Farrell.

Mr. Justice Wright held that the defendant company were liable, and he awarded the plaintiff £40 damages.

PIKE v. GRAVES.—CLAIM FOR £90 ON ENGAGEMENTS.

In the Westminster County Court, before his Honour Judge Woodfall and a jury, **23** a claim was brought against Mr. George Graves, comedian, by Mr. Ernest Pike, estate agent, of Charing Cross Road, for £90 commission on professional engagements.

The plaintiff's solicitor, Mr. Beyfus, said that Mr. Pike arranged with Mr. Graves to submit his name to Mr. Butt. The defendant agreed to pay the plaintiff commission if he got an engagement. The plaintiff was not a theatrical agent, but an estate agent. He wrote to Mr. Butt, who replied: "If Mr. George Graves has any definite proposition to make I shall be delighted to see him." The plaintiff showed that letter to the defendant, and told him to see Mr. Butt. Later the plaintiff found that the defendant had signed a contract for the Palace, and he wrote him as to his 10 per cent. commission. The defendant wrote in reply: "I have received your impertinent note to-day. Is it meant to be humorous? Mr. Butt, to whom I have shown your letter, equally fails to see the humour of it."

Mr. Pike in the box asserted that he undoubtedly procured the Palace engagement.

His Honour: What was it you did?

Plaintiff: I introduced Mr. George Graves's business to Mr. Butt, and the correspondence supports that.

Mr. Alfred Butt, called for the defence, said that he remembered making the contract on August 10, 1910, with the defendant. He gave no instructions to put "direct" on the contract, and imagined that the typist assumed it was a direct contract, as Mr. Graves was present when the matter was arranged. He had known Mr. Graves for some years, and a contract had been arranged with him two years before, but Mr. Graves did not perform.

Witness asked the defendant when he was going to keep his promise, and he met him casually at the bank on August 10, when they discussed the matter again. Mr. Graves went back to the office with him and they fixed up the contract.

Mr. Scott: Did Mr. Pike's intervention cause you to enter into that contract?—It is a very difficult question. If I had not met Mr. Graves at the bank I might not have entered into a contract with him then. It was in my mind that Mr. Pike had written to me about it.

Defendant also gave evidence.

His Honour said that the onus of proof was upon the plaintiff, and he had left the calling of Mr. Butt to the defendant. They must consider what effect that had.

The jury found a verdict for the defendant, and judgment was given accordingly, with costs.

BARRACLOUGH v. BROADHEAD.

His Honour Judge Parry gave judgment at Manchester County Court in the action brought by Mrs. Annie Elizabeth Barraclough against Messrs. William Henry Broadhead and Sons, proprietors of the Osborne, Manchester, to recover damages for injuries sustained whilst visiting the defendants' theatre on March 8 last, and due, it was alleged, to their negligence. The case was tried by his Honour on November 14, and judgment was then reserved.

When the evidence was heard on November 14 it was stated that the plaintiff slipped on the central gangway of the pit, and sustained injuries, and the question was argued at great length—by Mr. Roe Pycroft for the plaintiff and Mr. Walter Cobbett for the defendants—as to whether a concrete pavement with a surface of granite chippings, sloping at an angle of one in thirteen, was safe for a theatre.

His Honour said the plaintiff was injured by falling in the pit gangway. At first the allegation was that she slipped on a piece of orange-peel, but at the trial that was abandoned, and there seemed now to be no evidence one way or other about it, though it was clear that at the time of the accident the impression was that the accident was brought about in that way. If the slip was made on a piece of orange-peel brought in by a member of the public he did not see how the management could be held responsible. But assuming that the accident happened in the absence of any orange-peel or other dangerous substance then the plaintiff had to prove that the gangway itself was dangerous in construction, or, having got worn into a slippery condition, had become a danger to visitors to the theatre. He had been to see the place, and could not agree that the gangway was dangerous; and, in giving reasons for this conclusion he mentioned the fact that two millions and a quarter of people had used the gangway since it was built. A theatre proprietor was not bound to provide the best surroundings for his patrons. All he was bound to do was to provide premises reasonably fit for the purpose for which they were used.

In all the circumstances his Honour said he must give judgment for the defendants, costs not to be taxed unless further proceedings were taken.

ATKIN v. GREAT CENTRAL RAILWAY.

In the Marylebone County Court, Joseph Atkin, a professional music hall ventriloquist, of Fitzwilliam Road, Rotherham, sued the Great Central Railway Company for £5 7s., being the costs of

repairing a bicycle damaged whilst in one of the company's trains.

His Honour gave judgment for £4 ls. 6d. and costs.

KNOTT v. FERICESCU.—ALLEGED BREACH OF CONTRACT.

In the Marylebone County Court, before Sir W. Lucius Selve, Edwin J. Knott, 28 French horn player, of Severns Road, Clapham Junction, sued M. Fericescu, described as a musician, of 73, Sutherland Road, Maida Vale, for £7 for breach of contract. Mr. Fredk. Hale appeared for the plaintiff and Mr. F. Daphney for the defendant.

The facts were that in May of 1910, defendant was agent for supplying an orchestra for an exhibition at Aberdeen, and it was stated for the plaintiff that the players were engaged for one month certain at weekly wages of varying amounts, that of the plaintiff being at the rate of £3 10s. weekly. They went to Aberdeen on April 28, and on May 7 no money was forthcoming. On a remonstrance being made plaintiff was paid £1 on that date and promised the balance on the following Monday. This was not done, and a meeting was held on the Wednesday evening, at which an arrangement was attempted, but was not endorsed by the plaintiff, that they should conclude their engagement on the following Saturday, and, on being paid up for the fortnight, forego pay for the following two weeks.

His Honour thought the contract for a month had not been made out, and gave judgment for the defendant, without costs.

DECEMBER.

BUCALOSSI v. WALDORF HOTEL, LTD.

Before Mr. Justice Scrutton and a special jury in the King's Bench Division, Mr. 2 Brigata Bucalossi, musician and composer, sued the Waldorf Hotel Company, Limited, for having enticed away from him musicians who composed his band and inducing them to take up service at the Waldorf Hotel. The defendant company denied the allegation.

His Lordship left five questions to the jury, who were unable to agree in their answers to any of them. They were accordingly discharged.

On the following day Mr. Spencer Bower asked for judgment for the defendants.

Mr. Justice Scrutton said that on the evidence as given he thought judgment must be entered for the defendants, on the ground that there was no evidence of the defendants having enticed away or induced to break their contract any members of the plaintiff's orchestra. In his view there was no evidence on that point on which a reasonable jury could have found a verdict for the plaintiffs.

Judgment was accordingly entered for the defendants, with costs. Stay of execution, with a view to appeal, was granted.

FENIGSTEIN v. THE PARAGON BIOSCOPE, LIMITED.

In the King's Bench Division, before Mr. Justice Avory, Messrs. Fenigstein sought 2 to recover damages from the defendant company for the breach of an agreement to supply the apparatus and accessories of a good and high-class cinematograph performance.

Mr. Haldinstein appeared for the plaintiffs; Mr. Stephen Lynch for the defendants.

The plaintiffs' case was that in March, 1909, the plaintiffs rented the Hippodrome, Cambridge, in which they purposed to give picture entertainments.

Before this the plaintiffs had read an advertisement in *THE STAGE*, in which the Paragon Bioscope Company, Limited, stated that they were prepared to supply all the apparatus and accessories for a first-class bioscope entertainment at an inclusive charge. Mr. Fenigstein accordingly went to see the manager of the Paragon Bioscope Company.

It was arranged that the company were to send down their operator on the Monday morning for a rehearsal before the first performance. The operator did not reach Cambridge until three in the afternoon, only just in time to fix his apparatus before the first performance. This performance had been largely advertised, and turned out to be very bad. The pictures were all blurred, and the lenses were placed in their wrong order. In consequence the audience hooted and boomed, and threw things at the stage. The second house only amounted to a little more than a sovereign.

Mr. Lynch, for the defendant company, said the time between the shows prevented the second one being properly given. The films after being run out had all to be rewound, and there was no time to allow of this being done. Defendants were told that this was to be a variety show, and had supposed that the bioscope was to be one of the turns interpolated. Mr. Disney, at Cambridge, found that the lights of the orchestra were so badly shaded as to prevent the pictures being well shown on the screen, and the screen was dirty and placed at a bad angle. The films and lenses used in the bioscope at Cambridge had been used before and since and had given every satisfaction.

Mr. Disney, managing director of the defendant company, gave evidence that the operator of the bioscope said there was no fault with the instrument, and that the only fault he had to find was the interference and presence in the operating box of Mr. Fenigstein.

The jury returned a verdict for the defendants, and judgment was entered accordingly.

MONCKTON v. THE GRAMOPHONE CO.— QUESTION OF MECHANICAL REPRODUCTION OF SONGS.

Before Mr. Justice Joyce, in the Chancery Division, Mr. Lionel Monckton applied **5** for an injunction to restrain the Gramophone Company from reproducing his musical composition "Moonstruck" on their records.

Mr. Hughes, K.C., and Mr. Iselin appeared for plaintiff; and Mr. Danckwerts, K.C., Mr. Younger, K.C., and Mr. Sebastian for the defendants.

Mr. Hughes stated that the point involved was whether an author of music was entitled to prevent or control the production of records for the gramophone which reproduced his work without his consent. The defendants claimed that they were entitled, as a matter of law, to make and sell the records without the consent of the author and without payment to him. Not only had they not paid Mr. Monckton for the use of the music, but he also complained that he had no opportunity of preventing the sale of defective or mutilated records of his music.

His Lordship asked what the plaintiff claimed.

Mr. Hughes said that Mr. Monckton claimed the right to prevent people from reproducing or selling reproductions in the form of gramophone records without his consent. Counsel urged that the Copyright Act did not take away Mr. Monckton's common law right in respect of a subject matter totally unknown at the date of the Act, and never dreamed of in the wildest imagination. He had a common law right before publication, and publication had not destroyed that right.

Mr. Danckwerts: All the rights were assigned to somebody else. Once an author assigns he loses everything.

His Lordship: The defendants do not reproduce the plaintiff's music.

Mr. Hughes: They reproduce somebody else's rendering of his music.

Mr. Danckwerts: Yes; but any such proceedings must be taken by Chappell and Co., in whom the copyright is vested.

Mr. Hughes said that Mr. George Edwardes owned the performing rights and that he could prevent the singing of the song in public.

Mr. Lionel Monckton gave evidence. He wrote the words and music of "Moonstruck." He did not give the Gramophone Company permission to reproduce it. The effect of the reproduction had been to largely diminish the sales of the song.

The hearing was continued on December 5. Mr. Monckton, in cross-examination by Mr. Danckwerts, K.C., said he did not know that Chappell and Company were the registered proprietors of the copyright.

His Lordship thought that was a startling statement.

Mr. Danckwerts put in the registration certificate.

Mr. Iselin (for the plaintiff) said the registration was only for American purposes.

His Lordship said the point was that it had been registered.

His Lordship dismissed the action, with costs. He said there was no question of performing rights here, only one of reproduction. It appeared to him to be settled that after the publication in the way that the words and music of this song had been published there was no copyright except in so far as that right was given by statute. The plaintiff did not claim under the statute because he could not, and if he could not have any right except that given by statute the action failed altogether, and must be dismissed, with costs.

WILSON v. FRENCH AND BENN, WARD v. FRENCH AND BENN.—THE FORT-NIGHT'S NOTICE.

The case of *Wilson v. French and Benn*, which was before his Honour Judge Woodfall, in the Westminster County Court, was a claim for £7 by Mr. A. E. Wilson, actor, for two weeks' salary in lieu of salary.

Mr. Armstrong, solicitor for the plaintiff, said the defendants engaged plaintiff under the contract produced to play in a sketch for three weeks certain and the run. Plaintiff opened at the Alhambra, Brighton, on August 8, 1910, and performed there one week. The next week he performed at the Hippodrome, Colchester, and there was no play the third week, but plaintiff was paid. Then the run continued at Reading, where there was a *matinée*, for which plaintiff had charged a twelfth salary, but that had been settled by paying the amount into court. Northampton followed Reading, and then came the Queen's, Poplar, where the week ended on September 17, and at midnight plaintiff got notice that he would not be wanted again. He claimed under

the custom of the profession that he was entitled to a fortnight's notice.

His Honour said the question was well settled as to a fortnight's notice, but he did not think it arose in this case. Perhaps it bore hardly on the plaintiff, but it was not for him (the judge) to concern himself with that. The contract was clear, the bargain being for three weeks certain, and the run ended on September 17. The question of notice was excluded by the terms of the bargain, and he gave judgment for the defendants with costs.

The case of Ward v. French and Benn was then called, and Mr. Armstrong said this plaintiff was Miss Minnie Ward, who was engaged as Fatima in the same sketch, but the case was different, because she received no pay the third week, the week there was no performance. She claimed that week and a fortnight in lieu of notice.

His Honour said this contract was as clear as the other. It was to pay plaintiff three weeks certain and the run, and there was to be two weeks' notice on either side. He was entitled to say he saw no reason for adopting a forced construction of that, and plaintiff must have judgment, with costs, for the amount claimed.

ERROL v. NEW HIPPODROME, EASTBOURNE, LTD.

The case of Errol v. New Hippodrome, Eastbourne, Ltd., which was before his Honour Judge Woodfall, in the Westminster County Court, was a claim by Bert Errol, lady impersonator, for a week's salary, £10.

Mr. Doughty (instructed by Messrs. Judge and Priestley), who appeared for the plaintiff, said he was engaged to perform at Dover for a week commencing August 1, but was unable to fulfil the engagement owing to illness, and sent a doctor's certificate. He was to appear at defendants' hall, the Eastbourne Hippodrome, for a week commencing August 8, and went there, but was not permitted to perform.

Plaintiff was called in support, and in cross-examination was positive he was not aware the Dover and Eastbourne halls both belonged to the defendant company until he heard it from Mr. Hary Day after he sent the medical certificate. He claimed nothing whatever beyond the week's salary.

Mr. Ronald Smith, counsel for the defence, said he could not carry the case further. He was going to contend that plaintiff should have notified the Eastbourne management, but on the evidence that he did not know the two halls were both the property of the same company he could not carry the matter further.

His Honour: I do not think you could on the contract. Judgment for the plaintiff, with costs.

EDELSTEN v. ALEXIA.—CLAIM FOR COMMISSION.

In the Lambeth County Court, before his Honour Judge Emden, Mlle. Alexia, otherwise known as Princess D'Arayaba, a music-hall artist, was sued by Willie Edelsten, of Brixton Road, a variety agent, to recover £23 10s. in respect of commission on music-hall engagements.

The defence was that the engagements were not obtained for defendant by the plaintiff, but by somebody else, with the exception of one item. In that case the engagement had not been fulfilled on account of illness.

His Honour gave judgment for the defendant, with costs.

CHARCOT v. LAWSON.—BREACH OF CONTRACT.

Before Deputy-Judge Lush, in the Westminster County Court, Fredk. Charcot sought to recover £35 damages for breach of contract from Mrs. Cissie Lawson, of the Empire, Camberwell.

Mr. Martin O'Connor and Mr. Duncan (instructed by Messrs. W. B. Blackwell and Co.) were for the plaintiff, and Mr. A. Sutton for the defendant.

Mr. Duncan, in opening the case, said that the plaintiff was a mystery man, and was engaged to perform for six nights at the Camberwell Empire for £35. He presented himself, but was not allowed to perform.

The plaintiff produced the contract in the box, and drew attention to the endorsement that he was to perform his "usual act."

Cross-examined: He did not agree to give his turn as the blindfold ride. His "usual act" was not driving blindfold a motor-car or pair-horse carriage through the streets. His "usual act" was what took place on the stage.

The defendant said that she was the wife of Mr. John Lawson, and was proprietress of the Camberwell Empire. Mr. Green came to her about the plaintiff's blindfold ride, an act she had heard about and which she agreed to engage. She expected nothing on the stage, except that the plaintiff would just go on and say what he had done. She was induced to engage the plaintiff because he was to advertise her hall by this street drive, and when she found that she could not have it she did not want the plaintiff at all.

Inspector Anderson, of the Metropolitan Police, stationed at Camberwell, said that the ride would be contrary to police regulations and the law.

The Deputy-Judge said that he had no doubt that the defendant intended to have this drive, but that was no defence on the contract, upon which he must find for the plaintiff, with costs.

LONDON COUNTY COUNCIL v. BERMONDSEY BIOSCOPE COMPANY.—QUESTION OF SUNDAY CLOSING.

In the Divisional Court before the Lord Chief Justice, Mr. Justice Avory, and Mr. Justice Pickford, the case of the London County Council v. Bermondsey Bioscope Company came on. It was an appeal by the County Council from a decision by Mr. Cecil Chapman, at Tower Bridge Police Court.

Mr. Danckwerts, K.C., and Mr. Bodkin appeared on behalf of the appellants, and Mr. C. A. Russell, K.C., and Mr. Albert Profumo on behalf of the respondents.

The case arose through the considered judgment given in May by Mr. Cecil Chapman, at the Tower Bridge Police Court, in a summons taken out by the London County Council against the Bermondsey Bioscope Company, Limited, 48, Mark Lane, for opening the London Bridge Picture Palace and Kinematograph Theatre, 116, and 118, Borough High Street, on Sunday, February 27, in contravention of the license granted by them.

Mr. Cecil Chapman, in giving his decision, decided that the County Council had acted *ultra vires* under the Cinematograph Act, 1909, by making it a condition of the license granted by them for the exhibition of pictures by means of the kinematograph, for the purposes of which inflammable films are used, that 'the premises be not opened under the license on Sundays, Good Fridays, and Christmas Days.' Judgment was delivered on the following day.

THE JUDGMENT.

THE LORD CHIEF JUSTICE.

The Lord Chief Justice: In this case the County Council have issued a license to the respondent under the Cinematograph Act, and in that license they have inserted, among other provisions, a condition that the premises be not opened under the license on Sundays, Good Friday, or Christmas Day. Now it is contended that what they have done is *ultra vires*, and that the County Council, in granting the license, had not the power to impose those conditions. The special power in regard to those exhibitions is a special provision contained in the Act of 1909, c. 30, and there is no doubt that the title of that Act was "An Act to make better provision for securing safety during cinematograph and other exhibitions licensed for the purpose according to this Act." I call attention to that because in that section, as I have read it, the regulations for securing safety are *prima facie* supposed to be those made by the Secretary of State. It is perfectly clear that no license which is not in accordance with those regulations would be a good license, for Section I. says that the County Council have to be satisfied that the regulations made by the Secretary of State for securing safety are complied with. Section II. then says that the County Council may grant licenses to such persons as they think fit to use the permission specified in the license for the purposes aforesaid on such terms and conditions and upon such restrictions, subject to the regulations of the Secretary of State, as the Council may by the respective licenses determine. It cannot be seriously contended that something more was not intended than is provided by Section I. For not only is the license subject to the Secretary of State's regulations, but the County Council are to grant licenses to such persons as they think fit and on such terms and conditions, and under such restrictions as the Council may by the license determine. Now, the first argument to which effect is given by the magistrate is that in effect the powers of the conditions to be imposed by the County Council are with reference to securing safety, and he cites in his judgment a passage, quite correctly from his point of view, of Lord Lindley in a case in which the learned Lord Justice pointed out that the title is part of an Act. That is a principle to which I have more than once called attention sitting in this place. And I go, perhaps, even further than that particular passage of Lord Lindley's. I regret very much that the practice of having preambles in Acts of Parliament has disappeared. They were of the greatest assistance in considering Acts of Parliament, and undoubtedly in those days enabled one to solve doubtful points. I regret that they have gone. I quite agree that under ordinary circumstances the title of an Act is of some importance, as showing the purport of the Act, but I have never yet heard it contended, and I do not think it may be seriously contended, that the object of the Act is there contained. Really, to one experienced in these matters it would be a strange proposition to contend, because we know perfectly well that as Acts of Parliament are passed, sections are put in and amendments are made to clauses, the effect of which is to make them go far beyond the title. You will quite recognise that principle when you come to construe Section 2. That says that the County Council may grant licenses to such persons as they think fit, and on such terms and conditions and such restrictions as, subject to the regulations of the

Secretary of State, they may determine. In my judgment that was intended to give the County Council a discretion to make conditions not, of course, conditions which are contrary and unreasonable, but reasonable conditions with regard to licenses. Now it was suggested by Mr. Russell that this condition as to Sundays, Good Friday, and Christmas Day is *ultra vires*, because they have no place at all in the Act, and that the only purpose of enforcing that is suggested by a law under the statute of George III. Well, I do not quite see myself how that argument can be used. I doubt very much whether it is true that a person can be summoned twice for the same offence. But even assuming he was, it does not seem to me that because some objection can be taken to the penalty clause that it follows that the clause, or rather the obligation for a penalty, is in itself *ultra vires*. And having regard to the existence of the Sunday Observance Act, and the practice as regards music halls and the existence of a law with regard to places of entertainment, apart from the fact of custom, I cannot think that it is unreasonable or *ultra vires* on the part of a county council to prohibit this class of entertainment on a Sunday. I should also like to say that I do not think the authorities help us at all. I wish to say this in regard to the West Riding case, where the condition was that the man should not apply for an Excise license. It was recognised by the Court of Appeal in *Sylvester*, 64 J.P., and was a strong argument that was used, and the double penalty argument undoubtedly applies there because it was said there would be a penalty for selling without a license on premises under the Licensing Act, and also a penalty for breaking the conditions by not complying with the license. But it seems to me that these are only illustrations or a now recognised principle. When you get a competent authority and give it power under certain Acts, it is entitled to exercise it. I do not know that the by-law case helps us very much. I agree with the principle, more than once recognised in this Court since the *Kreuzer* case by more than one judgment, that unless a by-law is really shown to be *ultra vires* it ought to be supported. In this case, however, I agree that we should have to consider whether it was *ultra vires*. Short of its being *ultra vires*, it seems to me that no objection can be raised. I also think, although it is only part of an analogy, that the provisions of the Public Health Adoptions Act, which is adopted by various local authorities, shows the general way in which we should consider this matter. It seems a rather strange thing that where the Act is adopted in some places out of London this power does exist by virtue of the statute, but that it is to be assumed it does not exist at other places. The wording of the section of the Cinematograph Act is that the County Council may grant licenses "on such terms and conditions and under such restrictions as, subject to regulations of the Secretary of State, the Council may by the respective licenses determine." For these reasons I think the decision of the learned magistrate is wrong, and that the case must go back to be dealt with, to be assumed that it does not exist at other places. The section says, "On such terms and conditions and under such restrictions as the Council may by the license determine." In other words, "that the Council think fit." For these reasons I think the decision of the learned magistrate was wrong, and the case must go back to be dealt with.

MR. JUSTICE PICKFORD.

Mr. Justice Pickford: I am of the same opinion. The County Council, in granting

licenses under the Act of 1909, inserted this condition: "The premises be not opened on Sundays, Good Friday, and Christmas Day." It is objected that that condition cannot be inserted in the license because it is *ultra vires* on the part of the County Council, on the ground, as I understand, that their powers are confined to inserting such conditions as may be necessary or advisable for the security and safety of the exhibition. That turns upon the Cinematograph Act, and chiefly, no doubt, upon Sections 2 and 1, with the title. Section 2 says that the County Council may grant licenses to such persons as they think fit to use the premises specified in the license for the purpose aforesaid, on such terms and conditions and under such restrictions as, subject to the regulations of the Secretary of State, the Council may by their respective licenses determine. If that stood by itself I do not see how it could be doubted that, subject to the regulations of the Secretary of State, there might be any sort of restrictions and conditions that the County Council thought right. But it does not stand alone. The title of the Act is "To make better provision for securing safety." Section 1 says that no exhibition shall take place unless under license. Now it is argued that the title shows that everything that was to be done under this Act was to be done for the purpose of securing safety, and that Section 1 strengthens that argument because the regulations to be made by the Secretary of State are confined to the regulation for securing safety. I do not think that does confine the power of the County Council. And it is to be observed that although the regulations made by the Secretary of State were described as regulations for securing safety, no such restrictions are put upon the words "such terms and conditions and under such restrictions." It does not say that the license must be granted on such terms and such conditions as the County Council may think right for the purpose of securing safety. It uses entirely different words, and it may very well be that the Legislature thought that in addition to the regulations specially directed to the purpose of securing safety, it would be the means of securing the safety of the public to put an entirely free power in the hands of the County Council to impose such conditions, terms, and resolutions as they thought fit. That is the way in which the Act seems to me to read. It seems to me that the Act does, for the purpose of securing safety, give this free and uncontrolled power to the County Council to impose any terms and conditions and restrictions they may think fit. Although such terms and conditions and restrictions must not directly point to the questions of safety. I agree that the case must go back.

MR. JUSTICE AVORY.

Mr. Justice Avory: I am of the same opinion. I only add a word to what has already been said for the reason that in recent years the question of whether the L.C.C., or any other County Council have the power to affix to a music and dancing license a condition that the premises should not be opened on Sundays has been a subject of frequent debate. Notwithstanding efforts which I know have been made to get that condition withdrawn, no one has yet had the temerity to come into Court and say that the L.C.C. have no power to enforce that condition in the case of a music hall license. I have been quite unable to discover any distinction for this purpose between a condition imposed in the ordinary case of a music hall license, and a condition which is imposed for a cinematograph license. It certainly seems a little startling to say that a condition which requires

that the applicant for a license shall obey the law is an *ultra vires* condition. It asks him whether he will obey the general law. Mr. Russell says that it is *ultra vires* because it goes beyond the title of the Act, and the magistrate decided this case upon that ground. It is obvious, looking at the regulations of the Secretary of State, that those regulations contemplated that the license would contain conditions outside them. The effect of Mr. Russell's argument would be that the license could only contain a repetition of the regulations which are already issued by the Secretary of State because they completely cover the whole purpose of securing the safety of the public and other persons. As I think it was clearly contemplated by Section 2 that the license might contain other conditions than those set forth in the regulations this contention must therefore fail.

Costs were allowed.

[See report Police Court proceedings, May 24.]

HATTON v. WELSH.—ALLEGED LIBEL.

At the Bristol Police Court, before Mr. J. Pembury and Colonel J. H. Woodward, 14 Mabel Louise Welsh was charged with publishing a malicious libel on Chas. Finch Hatton, manager of the Palace, Bristol. Mr. E. J. Watson appeared on behalf of Mr. Finch Hatton, and Mr. H. R. Wansbrough represented defendant.

Mr. Watson said on or about November 1 a letter, containing various libels, was received by Mr. Alfred Moul, the managing director of the company, London. It bore the Bristol postmark, and was at once sent on to Mr. Finch Hatton, as the libels in it concerned him.

Inquiries were made, said Mr. Watson, continuing, and while they were proceeding three letters were received by Mr. Finch Hatton that bore no name, but which, afterwards, were found to have been written by the defendant. The letters were of such a character that it made the position of Mr. Hatton not only unpleasant, but so serious that he had to give a full explanation to his board of directors, and consequently he was put not only to great inconvenience, but was caused considerable annoyance.

Defendant was bound over in the sum of £5 for six months, and ordered to pay the Court fees.

MACNAGHTEN V. "THE STAGE" NEWS-PAPER.—ALLEGED LIBEL.

In the King's Bench Division, before Mr. Justice Banks and a special jury, was heard the case of Macnaghten v. THE STAGE. This was an action brought by Mr. Frank Macnaghten to recover damages for an alleged libel contained in an article in THE STAGE of May 28, 1908. The case originally came before the Courts in January, 1910, when Mr. Justice Ridley withdrew it from the jury, and entered judgment for the defendants, with costs. The plaintiffs appealed, and the Court of Appeal held that it was a case which should have gone to the jury.

Sir Edward Carson, K.C., M.P., and Mr. O'Connor, instructed by Messrs. Blackwell, appeared for the plaintiff.

Sir Edward Clarke, K.C., Mr. C. Dickens, K.C., Mr. C. Doughty and Mr. Ganzoni, instructed by Messrs. Woodham Smith and Borradaile, appeared for the defendants.

The alleged libel was contained in the following:—

Scott (Brodie) v. Macnaghten, heard the other day in the Bloomsbury County Court, is another of those cases which bring home the vexatious and injurious condition of

the laws relating to public amusements. The same may be said of the application made recently at the Clerkenwell Police Court against the Camden for giving a variety entertainment under a stage-play license. Sooner or later—and surely it cannot be long—the injustice of the laws, arising in a flagrant instance or on a large scale, will force a solution, which to-day everyone seems nervously putting off. In the first-mentioned case the Macnaghten management, which appears with unenviable frequency in the law courts, sought to evade a contract on the ground that, within the knowledge of both parties, the contract was illegal, as Sadler's Wells was unlicensed for stage plays. Mr. George Scott was under engagement to play *The Drummer of the 76th* at various Macnaghten halls. Mr. Scott could not see his way, on the point of expense, to perform at Southampton during the week that had been fixed for Sadler's Wells. He was thereupon peremptorily told by Mr. Fredk. Baugh that the company must play at Southampton or nowhere. Mr. Scott had the professional spirit to resent this sort of treatment, too much of which survives in certain classes of management. When Mr. Scott took action for the week's money improperly withheld Mr. Frank Macnaghten was not content to abide by the merits of the case, but relied on the discreditable defence just referred to. We say discreditable because, in our opinion, it goes behind the contract and breaks the faith that lies in a man's word. Mr. Scott and Mr. Macnaghten had agreed to do certain things. Mr. Scott was scrupulously carrying out his part of the bargain. Mr. Macnaghten, with his own undertaking in black and white before him, tries to skulk out of it, as it seems to us, in order to cover a fault that was on his side.

Fortunately, the County Court judge was able to hold that it had not been proved to his satisfaction that Mr. Scott knew that the contract—which had been signed by his partner, the late Matthew Brodie—was one in breach of the law. Mr. Scott in his evidence said that he always associated Sadler's Wells with theatres, and this remark seems to have had a good deal of weight with the judge. But the contract was not for Sadler's Wells merely. It was a contract embracing a number of places of amusement, such as the Palace, Bow, and the Foresters', as to the non-theatrical character of which there could be no doubt. However, as the case may come up for appeal, we must be understood to make no comment one way or the other on the judge's decision. In ordinary circumstances of music hall engagement there appears to be no doubt that contracts of this kind made for stage plays on premises not duly licensed have no legal force. The law has thus been laid down in *De Begnis v. Armistead*. The plaintiff agreed to bring out Italian operas on sharing terms at plaintiff's place of amusement, which, as plaintiff knew, was unlicensed as a theatre. On this ground he failed to recover. This case does not stand alone. In *Gallini v. Laborie* it was decided that a performer in a stage piece cannot be sued for failing to appear according to agreement should the house not be a licensed theatre. In the latter case Kenyon, C.J., incidentally remarked in his judgment that he thought that there were circumstances where performers could rightly recover—as, for instance, certain performers had already done against Gallini. They had been engaged, and were ready to execute the agreement on their part, and it would have been wrong

for them to suffer because the necessary license had not been obtained. This consideration, however, would scarcely apply where the usual sketch contract is entered into for a music hall. The sketch artist cannot make it a fair presumption that the responsible manager of the house will be taking out a stage-play license in the ordinary course. It is probable, moreover, that the sketch has not been licensed by the Lord Chamberlain. The artist knows that he and the contracting manager are agreeing to a technically illegal act, illegal in one respect, and very likely in two. In such circumstances contracts for stage-play sketches are not, in point of law, worth the paper on which they are written. The artist—or the manager, as the case may be—has only the sense of honour of the other contracting party to rely upon. Sketch artists, with their heavy responsibilities, cannot afford, we think, to take the risk involved in a contract that an unscrupulous manager may repudiate at any moment. At all events, it is not advisable to take it where, according to our view, a man is cynically indifferent enough to try to prove in court that his bond is worth nothing, that his word behind the bond is a delusion and a snare.

THE JUDGE'S SUMMING UP.

Mr. Justice Bankes: Gentlemen of the jury, this is an action which is brought by Mr. Macnaghten, who is a gentleman who you are told is a proprietor of a very considerable number of music halls, and who employs a very large number of persons to perform in those music halls, against the proprietors of a newspaper which is called *THE STAGE*, and which you are told concerns itself with the publication of matters which are interesting to the theatrical and to the music hall profession.

The plaintiff complains that in this newspaper of this date—in May, 1908—they published certain language which is a libel upon him. And the defendant's answer is, "Well, whether the words are defamatory or whether they are not defamatory, we say that they are fair and *bona-fide* comment upon a matter of public interest, and therefore whether they are defamatory or not we are not liable to pay the plaintiff any damages in respect of them." I must begin by trying to explain to you quite shortly what it is that constitutes defamatory or libellous action, and what it is that constitutes a fair and *bona-fide* comment upon a matter of public interest.

Now, speaking generally, words which are used by one person of another, if they hold him up to hatred, ridicule, or contempt, or tend to injure him in his business—words that are capable of that meaning, and are believed by the jury to have that meaning—are defamatory. Sometimes you may find words which are in the form of a direct charge of dishonesty; sometimes you may find words which are in the form of a direct charge of dishonesty and improperly carrying on a business; sometimes you may find words which, without formulating a direct charge, may, in the opinion of the jury, tend to hold a man up to hatred, ridicule, or contempt, or to injure him in his professional business. It is always for the jury to say what the meaning of the actual words complained of is, and directly, when I read the article to you, I shall point out to you what words are complained of, and ask you, applying that rule, to say whether in your judgment the words complained of are libellous.

Then the next question will be, you will have to ask yourselves, "Well, even although they are defamatory, libellous words, do they

exceed the limits of fair criticism—do they, in my opinion, exceed fair and *bond-fide* comment upon a matter of public interest?" Now, the two matters of public interest upon which it is said those words are fair comment are, first of all, the state of the law with regard to theatre and music hall licenses in London at the present time in general, and in particular as an illustration of that the circumstance in relation to an action which was brought by a Mr. Scott against the present plaintiff arising out of that state of the law. Now, it is for me to say whether those are matters of public general interest, because no comment is permissible unless it is about a matter of public general interest, and I tell you that both those are matters of public general interest, and you need not trouble yourselves any more about that point; but, of course, what you will have to consider, and consider very carefully, is whether the language which is used does exceed the limits of fair comment. Now, the first rule about fair comment is this—a man cannot invent his facts, as is said, in order to comment upon them. He must get his facts right before he starts to comment, because, if he has got his facts wrong, and comments upon wrong facts, it cannot be that his comment is fair and *bond fide*. Let me give you an illustration. Supposing a man says of another man, "Well, that man ought to be shunned because he ran away with So-and-so's wife." The comment that he ought to be shunned might be a very proper comment if he had run away with his neighbour's wife, but if he had not run away with his neighbour's wife, how can you defend the observation that he ought to be shunned. That is only a very homely illustration to try to bring home to your minds what the particular point is. There are two expressions of learned judges that I must just call your attention to, because they put quite shortly and in better language than I can use what is within the protection of fair comment. In the one case it was said a man has a right to discuss a matter and comment upon it, but he must comment upon it fairly. To sum up—no doubt very imperfectly—it represents to my mind this—that the comment must be such that a fair mind would use under the circumstances—it must not mis-state under the circumstances—it must not mis-state the facts, because a comment cannot be fair which is built upon facts that are not truly stated, and further, it must not convey imputations of an evil sort except so far as the facts truly stated warrant the imputation. Now, applying that rule to this case, you see the position is this—There are two matters upon which the writer claims to have commented fairly—first of all, the state of the law with regard to the issuing of licenses to theatres and music halls in London; and secondly, the particular fact of an action in the county court which was brought by the gentleman whose name you have heard—Mr. Scott—against Mr. Macnaghten.

Now, just a word or two first of all about the state of the law. I do not know whether it has reached you, but amongst many people it is notorious that there is very great complaint with regard to the existing state of the law with reference to these licenses for theatres and music halls, and it arises in this way. The licenses of theatres are regulated by an old Act of Parliament, which was passed, I think, in the year 1843, and that provided that no stage play should be performed except at a theatre licensed by the Lord Chamberlain. Well, in those days there were no music halls, and when music halls arose they came

under a different jurisdiction, and the music halls are licensed by the County Council, and they hold a different form of license altogether; they hold what is called a music and dancing license, and the rule has been that no one place shall hold both licenses. A place may hold a theatre license under which it is permissible to perform stage-plays; another place may hold a music hall license which permits music and dancing but does not permit of a performance of a stage-play, and no place shall hold both licenses.

Now the difficulty arose in this way. When the proprietors of music-halls sought to introduce into their entertainments what are called the short sketches, then the proprietors of the theatres, or the theatre managers, felt that they were doing something which the law did not allow them to do, because they were performing stage-plays at a place which was not licensed for stage-plays, and as the result there were a great many prosecutions which the Statute permits, in which penalties were recovered for performing these short sketches—which were in fact stage plays—at the music halls which had no proper license authorising them to perform there. Of course, that created a very difficult state of things, and you have been told that nobody seems very anxious to alter the law, and the music hall proprietors and the theatre managers entered into a sort of mutual arrangement that the theatre managers would not prosecute music hall proprietors for performing these short sketches, provided they did not perform on the same night more than one not exceeding half an hour's duration and another not exceeding a quarter. Now that, apparently, as you have been told, is the state of things existing in London to-day, and it is perfectly obvious that that is a very unsatisfactory state of things from many points of view, and one upon which any newspaper—whether it is devoted to theatrical matters or not—may comment, and comment with perfect propriety and without offending any rule of law; and it is admitted that a great deal of this article which is complained of is perfectly proper criticism upon that particular state of things. Sir Edward Clarke asks you to bear that in mind when you are considering the particular parts of the article which Sir Edward Carson complained of, because he said you ought to look at the article as a whole, remembering that a great portion of it is perfectly proper, and admittedly proper, criticism upon a subject upon which this writer was entitled to criticise, and you must read the article as a whole, and not pick out isolated passages and read them regardless of what the rest of the article says. But you will, from your experience of reading newspapers, know that very often when there is general matter of public interest like that which may be criticised, the occasion upon which the criticism is called forth is when some particular incident happens which illustrates one or more of the evils which the writer desires to criticise. And in this particular case what called forth this article was the action which was brought by this gentleman, Mr. Scott, against Mr. Macnaghten. The article may clearly be divided into two parts. There is the criticism upon the general question, which the plaintiff does not complain of at all, and there is the criticism of the particular incident which was the occasion of the writing of the article, which is the portion of which the plaintiff does complain.

Now, in order to see whether that is fair criticism or not, you really will have to make up your minds as to what the real facts about that action were, and I will try to point it out to you why that seems to me to be so.

This article undoubtedly does suggest that Mr. Macnaghten, the present plaintiff—who was the defendant in that action—put forward what was a discreditable defence. Now, you will have to ask yourselves, first of all, whether it is libellous of a man to say that he put forward a discreditable defence. Well, I do not want to lead your judgment about that, but it would seem that that is a statement which tends to hold a man up to contempt or injure him in his profession when carrying on a large music hall business if it can be truly said that in an action by one of his artists he puts forward a discreditable defence. But that is a matter for you, and if you decide that it is libellous to say that he put forward a discreditable defence, you will then have to ask yourselves whether, under the particular circumstances in which that defence was put forward, you think that it was a fair comment upon that action to say that it was a discreditable defence. It is not a question as to whether you agree with it; the question is whether you think that any fair-minded man writing upon that particular question could honestly and properly come to that conclusion, because, if so, he is entitled to his opinion, and he is entitled to express it. Now, I do not know whether you have felt that you know exactly what the course of that action was, but I will try and explain it as far as the facts have been brought before us, because it seems to me that it is very important that you should make up your minds about this, and I will try and explain why.

It is quite plain that in that action Mr. Macnaghten did set up the defence that this bargain which he had made with Mr. Scott was an illegal bargain, and that therefore Mr. Scott was not entitled to recover. Now, Sir Edward Carson has pointed out that that defence may be under certain circumstances a defence which you would put in the same category as the case of a man who pleads the Gaming Act, or who pleads the Statute of Limitations, or who pleads any other defence which people are pleased to call technical defences, by which they mean that a man has put forward some sort of legal quibble to get out of his just obligations. It may be, as Sir Edward Carson has pointed out, that there are cases in which it is a very proper thing for a man to plead the Statute of Limitations, or the Gaming Act, or this defence of illegal contract; there may be cases, on the other hand, in which you would say that it is very discreditable for a man under those circumstances to plead that defence. Therefore it is so important to see what the case was—whether Mr. Macnaghten had any real defence upon the merits; or, as Sir Edward Carson has put it to you, you want to look at the reality and the justice of the case, and you want to see whether he had any real merits, because if he had some real merits, but he could not put forward those merits because of some technical legal reason, you may think that he was perfectly justified in setting up this defence of an illegal contract, and that it would be an unfair criticism to say that under those circumstances it was a discreditable defence.

But you may think that he had no real defence at all, and that as an honest man he ought to have paid, and that he only got out of paying by setting up this legal defence, and under those circumstances you may think that any writer, if he knew those facts, and they really were the facts—whether you agree with him or whether you do not agree with him—might honestly and fairly have described that as a discreditable defence.

Now, the position was that Mr. Brodie, or

Mr. Scott—I do not know whether we need draw any distinction between them—entered into a contract on November 1, 1907, with Mr. Macnaghten—a contract which provided an engagement by Mr. Macnaghten of Mr. Brodie or Mr. Scott to perform this sketch at a number of places during a number of weeks. It is quite a short contract. It is in these terms:—"To Matthew Brodie and Co. Subject to the terms of the Arbitrator's Award"—to which I will refer in a moment—"given June 14, 1907, and the rules and regulations attached thereto, you agree to accept engagements with me in your usual act, twice nightly, as follows." Then there are the towns, and it begins, "Southampton, one week, February 3, 1908." That is the last date, although it comes first in order, and the first date is "Palace, Bow, on December 9, 1907." So it provides for the engagement for a number of weeks, running from December 9, 1907, to February 2, 1908, and it sets out the places—some of them in the provinces, and some of them in London—and it provides that the salary in London is to be £35, and the salary in the country is to be £37. You may ask yourselves why it is that the salary in the country is more than it is in London, where you would suppose that people would earn greater salaries than they would anywhere else. Well, one reason is that people who take engagements in London expect very likely to be able to perform at more than one house of entertainment in the same evening, and they may therefore be able to earn two £35's in every week, whereas if they go into the country they will only perform once. That is one reason. Then, of course, people are taken away from their homes, and so forth. Now, that is the bargain that was made. That bargain, amongst other places, binds the parties to a performance at the Sadler's Wells Theatre. Now, the Sadler's Wells Theatre was a place of entertainment which only held the Lord Chamberlain's license.

Sir Edward Carson: No, the music hall license.

Mr. Justice Bankes: I beg your pardon, I am much obliged—the music hall license—and therefore, gentlemen, it was a place at which the performance of this particular short sketch was prohibited by law, and therefore it was an illegal thing—and an unlawful thing—for these two people to agree together to perform this sketch at the Sadler's Wells. Therefore, although they entered into this contract—they put their hands to it—they bound themselves so far as any writing was concerned—yet both of them must be taken to have known that although they did all this either one of them could snap his finger at the other and say, "No, the law will not recognise that as a binding contract, because we have agreed to a thing which the law does not allow, and it is exactly the same as a betting contract." Gentlemen, if you or I were to bet with each other we ought, you know, to pay if we lose, as men of honour, but the law will not compel us to pay, and that is this kind of contract. If two people enter into this contract you would probably think as men of honour they ought to fulfil it, although the law will not compel either of them to do it at the expense of the other.

Now, the next step was this—this was, as we know, on November 1, and on November 27 Mr. Macnaghten got into difficulties in this way—that he apparently at some one of his many music halls was performing more than one or more than two of these short sketches in a way which infringed the arrangement between himself and the theatrical managers,

and thereupon somebody pounced upon him, and the result of that was that he was prosecuted at Tower Bridge, and he was fined, I think he said £35, or some sum, for having done what the law did not allow him to do, and the reason of the prosecution, or the occasion of the prosecution, was that the theatrical managers thought that he was not keeping to his bargain with them. Now, under those circumstances, Mr. Macnaghten or his manager was in this position—that was on November 27, and, looking ahead, they saw that on December 23, unless they were very careful, they would find themselves in court again, because they had got two companies engaged at Sadler's Wells for that week of the 23rd, both of them performing these short sketches of half an hour in length, and therefore, unless something happened, they would either be in Tower Bridge Police Court or some other police court, before they knew where they were.

The result was that Mr. Baugh gets into communication with Mr. Scott, and we know that the result of that communication was that he ordered Mr. Scott or Mr. Brodie to go to perform at Southampton. Mr. Scott said he would—it is not quite plain upon the evidence, and I will call attention to it, what Mr. Scott said, but, at all events, they did not go to Southampton. They were not allowed to perform at Sadler's Wells, and on January 20—and I do not think this is unimportant—within three weeks, Mr. Scott brought an action against Mr. Macnaghten for not having paid him the salary which he said he had earned and was entitled to.

Now what was Mr. Macnaghten's real answer to that action?

You know Mr. Baugh has come into the box to-day and said three things. He said, "I made a verbal arrangement with Mr. Scott at the time that I entered into this contract, the substance of which was that those places were nothing. I had not got my book of engagements with me, and I did not know what places were free and what were not free, and that all that Mr. Scott really did agree to was that I was booking for a number of weeks and that all the places were open."

Now, gentlemen, I want your attention carefully to that point for this reason: Of course, that was not a defence which Mr. Baugh or Mr. Macnaghten could raise with any chance of success in the County Court, because, when you have put your hand to a written agreement, it is no good coming to a Law Court and saying, "Although I put my hand to that agreement my real arrangement was something else which I made verbally." The law does not allow that. But if you think that these men really had verbally agreed that these places were to be treated as nothing, you can understand Mr. Macnaghten taking this attitude: "Well, Mr. Scott, you know what my bargain with you was; we know you entered into this written agreement, but at the same time we quite understood between ourselves that it was only a booking of weeks and not of places, and therefore you had no right to say that you wanted to go to Sadler's Wells because it was put into the written agreement. You know quite well our bargain between our two selves was that I had a right to tell you to go anywhere I liked, and I had a right to tell you to go to Southampton, and to Southampton you ought to have gone, because that was the bargain between us. If you choose to set up that I ought not to rely on the fact that it was not an honest agreement, then I can set up that it was not a written agreement, and then we shall be square." If you think that that was the

question which was dealt with in the County Court you may think that it was not a discreditable thing for Mr. Macnaghten to raise this defence. Then the next thing that Mr. Baugh says is this: "Well, even if I was not right about that, I was right about this—that the written contract (if I was to be bound by that) said that it was subject to the conditions of the Arbitrator's Award, and under the Arbitrator's Award I had a right to tell these people to go to Southampton."

Now, gentlemen, there is this distinction between those two cases. That case—if there was any substance in it—he could have put before the County Court judge, and if it had been a true defence and an honest defence, the County Court judge could have found that in his favour. Now we will see whether it was a defence at all—whether either of those things were really thought of—or whether the only defence he had got at all was not a defence upon the merits, but a technical defence that he could set up if he liked, that the whole thing was illegal. Now, so far as one can see at the County Court Mr. Baugh never did say a word about this verbal agreement with this Mr. Scott. Neither in the judge's note nor in the note of the shorthand writer is there a word, as far as I can see—the learned counsel will correct me if I am wrong—to suggest that Mr. Baugh at the County Court said a word about there being this verbal agreement.

Now there is this further point—you must consider when the action was first brought by Scott that an application was made under Order 14. I do not know whether you understand what that means, but it was an application to get summary judgment at once, because there is no defence, and then Mr. Baugh swore an affidavit—and, of course, that would have been the time for him to set up: "Oh, this written agreement did not contain the real bargain. The real bargain was arranged between Mr. Scott and me verbally." In that affidavit he does not set up, and he does not, so far as one can see from the evidence now before you, seem ever to have suggested until he got into the witness-box just now that there was any such verbal agreement with Mr. Scott. You will remember that Mr. Scott very soon after they refused to pay them for this week commenced this action, and, as Sir Edward Clarke has pointed out in the events which have happened, you have not had the benefit of the evidence of Mr. Scott or Mr. Brodie about this, and, therefore, you have to trust to Mr. Baugh alone, and it is for you to say whether he has satisfied you, having regard to the fact that he apparently has never mentioned this particular point—which, in your opinion, may be a very important point—until he came into the witness-box to-day. It is for you to say whether he has satisfied you that in his own mind he ever thought he had ever any defence to this action dependent upon the real agreement—I do not mean a defence in law, but I mean a defence on the merits as between him and Scott—dependent on the fact that Scott had agreed that these places were to be treated as though they were not in the agreement.

Mr. Baugh: My lord, both my counsel are out of court.

Mr. Justice Bankes: I am very sorry, but you are not a party. You must send for one of your counsel—I am afraid I cannot hear you.

Mr. Baugh: It is in Mr. Scott's own evidence, and also on the judge's note; it is very hard, my lord, to have to sit here—

Mr. Justice Bankes: Well, you must send for one of your counsel. I know the passage.

You will understand why I say that. You see, gentlemen, Mr. Baugh is only a witness in this case—he is not a party. Of course, if a party desires to address me in the absence of his counsel I would hear him, and be glad to hear him, but it is against the rule to listen to witnesses, because they have given their evidence, and they cannot be allowed to go on giving their evidence for ever. I know the passage the gentleman is referring to, and I am coming to that, and I have got it in my mind. Meanwhile, perhaps he will be able to find his counsel.

The other defence, you see, depends on the question as to whether he had the right under the Award to send this company to Southampton, and he says he had. Neither counsel has expressed a confident opinion as to what this Award means, and it is very difficult to do so. I had a great deal to do with this Award before I occupied my present position, and it is very difficult, under all the circumstances, to say what it means. But you will see what a distinction there is between telling a travelling company to go from one town in the provinces to another and telling a company that is in London, and perhaps able to do two or three turns in the night at different places, to go away from London to the provinces. That is a very different thing, and what the clause in the Award said is that the artist may be transferred during the whole or any part of the engagement for not less than one week to any other theatre under their control or associated with the management with the consent of the artist, such consent not to be unreasonably withheld. If such transfer is made in the provinces reasonable expenses shall be allowed. Therefore, you see it only refers to an allowance of expenses if the transfer is made in the provinces, but whether that is so or not you will see the artist may be transferred with his consent, such consent not to be unreasonably withheld. You see the person who was to consent was Brodie. This was Christmas week, December 23, at Sadler's Wells. What do you think the learned County Court judge would have said if Brodie had come and said, "Well, here I am fixed up for Christmas week at Sadler's Wells. I live in London, and I have fixed that bargain up, and for you to come to me sometime about a fortnight before and order me to go to Southampton at Christmas—well, it is quite unreasonable." He may have said it, and at any rate the County Court judge may have taken that view, but this particular point was before the County Court judge, and the evidence about that is this—and we get this part of the evidence from the gentleman who took the shorthand note, and not from the County Court judge's note. I will read you what Mr. Scott said in cross-examination about this point.

He said the plaintiff, in cross-examination by Mr. O'Connor, denied that under the Arbitrator's Award the proprietors of the music halls had the power to transfer artists from one hall to another, unless it was from one hall to another in London, or from one hall to another in the provinces. So that the point was before the County Court judge. They raised this point. Mr. Scott's evidence was taken about it. Mr. Scott, before the County Court judge, disputed the suggestion which has now been put before us as to the meaning of the Award. At any rate, it was before the County Court judge, and you must take it that the County Court judge decided this point against Mr. Macnaghten.

Now you see, therefore, that this action is brought for the £35 against Mr. Macnaghten, and he has had the suggested defence on the

merits, although it was no good to him in law, that the real bargain between him and Scott was that Scott was to go wherever he chose to send him; the second point was that under the Award he had a right to change him from Sadler's Wells to Southampton; and he had got a third point, whether those points were right or whether they were wrong, that this was an illegal contract, and he would not pay a shilling. Now that is the defence that he ultimately won upon. The County Court judge did not decide in his favour upon that—the Court of Appeal afterwards held that he had done so wrongly—he had held that he had not satisfied the County Court judge that Scott knew that it was illegal. But at any rate those were the three points which are now suggested to you which he had. We know that two of them were raised, and you have got to make up your mind whether, under those circumstances, it was a fair thing to say that it was a discreditable defence to raise. In coming to that conclusion you will very likely ask yourselves, Had he any defence on the merits at all, or did he merely do this in order to get out of a claim which in your view was a just claim? Of course, if you think that he merely put this forward to get rid of what was really a just claim, you may think—it is entirely for you—that it is not an unfair criticism to say that that is a discreditable defence. On the other hand, if you think that he had got a real case upon the merits—a case on which there was perhaps some legal technicality which prevented him putting it forward, and he only took advantage of this because the real justice of the case could not decide it unless he did so—then you may take the view that it was not a discreditable defence. I have said a good deal about that because it seems to me to be very important when you come to deal with the article.

Now, gentlemen, would you mind just taking the paper, because I am afraid I shall have to go through it with you, and ask you on particular points what your view about it is. You see that it is headed "Contracts and Licenses." Now those, of course, are licenses for the two kinds of houses—the theatre license and the music hall license—which creates all this kind of difficulty in connection with the contracts under which professional artists are employed. Then it says, "Scott (Brodie) v. Macnaghten, heard the other day in the Bloomsbury County Court, is another of those cases which bring home the vexatious and injurious condition of the laws relating to public amusements. The same may be said of the application made recently at the Clerkenwell Police Court against the Camden for giving a variety entertainment under a stage-play license." You know that is another illustration, and the writer calls attention to those two things as illustrating what he is going to comment about. Then it says, "Sooner or later—and surely it cannot be long—the injustice of the laws arising in a flagrant instance or on a large scale will force a solution which to-day everyone seems nervously to be putting off. In the first-mentioned case the Macnaghten management, which appears with unenviable frequency in the Law Courts, sought to evade a contract on the ground that, within the knowledge of both parties the contract was illegal, as Sadler's Wells was unlicensed for stage-plays." Let me stop there; you see they bring in there something which deals with an entirely different matter, and which I have now got to deal with. You see the writer brings in—I may almost say lugs in by the heels—this statement: "In the first-mentioned case, the Macnaghten management, which appears with un-

enviable frequency in the Law Courts, sought to evade a contract." Now, it is said that that is a libel upon Mr. Macnaghten, and you will have to answer these two questions or three questions about it. First of all, is it a libel at all? Upon that you will have to make up your minds as to what any ordinary reader would understand by it. Then you will have to ask yourselves, "Well, supposing it is a libel, is it a libel upon Mr. Macnaghten?" And if you think it is you will have to ask yourselves, "Well, is it a fair comment upon the facts as I know them?" Now, upon what the meaning of these words is you will have to form your own judgment. You see what the writer says is that "the Macnaghten management, which appears with unenviable frequency in the Law Courts." Now, it may be that a person is so unfortunate that his creditors do not pay him, and therefore he has always been obliged to go to law and extract money from people who will not pay. You may say of that man that he appears "with unenviable frequency in the Law Courts"—it is a perfectly true thing to say of him. On the other hand, there may be a man who will always has his pound of flesh, and who will never pay anybody unless he is obliged, and he is always raising all sorts of technical questions, and consequently he is always in the law courts, because nobody can ever get him to take a sensible view of anything until they haul him before a judge. Now, you may say of such a man that he appears "with unenviable frequency in the law courts." Of course, if it is merely a poor wretched plaintiff who cannot get paid by his debtors it is a libel on him to say that he appears "with unenviable frequency in the law courts." But if it is said of a man who is always there—of a debtor because he will not pay his debts, or because he is such a cantankerous fellow that he is always quarrelling with everybody, then you may say that it is not a libel on him. But you have to make up your minds how anybody would understand these words, reading them, of course, as part of the whole of this article. If you think it means to suggest that the person, whoever it is of whom it is spoken, is always in the law courts, because he either does not carry on his business properly, or does not pay his artists when he ought to pay, or is always quarrelling with them, you may think that that is a defamatory statement on somebody, but then who is it defamatory of? You see he does not say that Mr. Macnaghten is the man—it says "the Macnaghten management." Of course, that may be poor Mr. Baugh, or it may be this Vaudeville Theatre Company that we have heard of, or whatever the name was, under which some of these things are run. It is for you to say. First of all, I will ask you to ask yourselves this: Did these words in your view tend to hold anybody up to hatred, ridicule, or contempt, or tend to disparage him in his business? Is that how they would be read? Secondly, of whom are they used? Are they used of Mr. Macnaghten? Of course, if they are defamatory of somebody else, Mr. Macnaghten cannot recover in this action. You must be satisfied that they are defamatory of Mr. Macnaghten—these particular words—I am only dealing with those now. But then the next thing is this, assuming you find in favour of the plaintiffs on those two points, you will ask yourselves next under these circumstances that are now proved: Is it a fair comment for a writer to use that expression? And now the facts as you have got them are these, that he had been in the law courts a good deal. You may think that it was not a very great number of times considering the number of

people he employs, but the facts are that he had been in the law courts at different times—one, two, three, four, five times. That was between June, 1907, and March, 1908, and the first case of *Haverleys v. Macnaghten Vaudeville Circuit* were not told anything about, except, I think, Mr. Baugh told us that they had not lost that. Then the next one is *Hurley v. Macnaghten Vaudeville Circuit*. There the artists were under contract to send in their billing matter at a certain time for their performances, and they did not, and so they were not employed, and the County Court judge held that Mr. Macnaghten or the Macnaghten Vaudeville Circuit were right. The third case is the case in the Tower Bridge Police Court, where Mr. Macnaghten was fined for performing a stage play at an unlicensed place. The fourth case is where he was sued in January, 1908, by an artist for wrongful dismissal, in which the artist claimed his wages or salary for the period during which he ought to have had notice, and damages for injuring his character. Well, the law does not give those, but the verdict of the learned judge shows that he was wrongfully dismissed apparently, or at any rate dismissed without notice, because the learned County Court judge awarded him £8.

Mr. O'Connor: Would your lordship pardon me for intervening? The defence was a tender of the £8 which was paid into court.

Mr. Justice Bankes: I am coming to that. Mr. Baugh told you that Mr. Macnaghten had paid that money into Court, and therefore he (Baugh) thought he was wrong to that extent, but he thought he was not under any obligation to pay any damages, but that was the view that the learned County Court judge took—that he had sent this man away without giving him any notice. The last case was where a lady claimed damages for injury sustained from the curtain falling on her. There was considerable litigation, and she got a verdict from the jury, but the learned County Court judge held that she had no right to recover against Mr. Macnaghten because the fault was the fault of a fellow servant. That was a technicality—well, I will not say a technicality—but that is what the law says—that you cannot recover under circumstances where the injury is caused by the act of a fellow servant. There was further litigation, but the result was that Mr. Macnaghten settled with the woman and gave her a certain sum rather than that the case should go on, and he settled the whole litigation in that way. That is all we know about that, and, according to these particulars, those cases were not actions against Mr. Macnaghten, but they were actions against the Macnaghten Vaudeville Circuit and the Surrey Vaudeville Theatre, Limited, which, I suppose, are names, you know, under which these businesses of Mr. Macnaghten are carried on. That is important when you look at the words of the article, because you see there the writer does say: "In the first-mentioned case of the Macnaghten Management, which appears with unenviable frequency in the Law Courts." It is for you to say whether that—if it is a libel at all—is a libel upon Mr. Macnaghten himself. If you think that it is libellous of Mr. Macnaghten himself, you have got to ask yourselves whether it exceeds the limits of fair criticism and fair comment for a writer to use these particular words, having regard to the facts as you know them about the number of the actions. You may think that a man who knew about those actions might use this language; on the other hand, you might say, "Well, no man ought to use this kind of language which may be thought to impute something against the person, whoever it is,

unless he satisfies himself with regard to all the circumstances of the action and the particulars of the action, exactly as to what happened, and so forth. That is a point by itself, because, you see, that that is a statement which has nothing to do with the rest of the case, but it is a statement dependent solely upon the view which the writer expresses having regard to those actions which had, in fact, been brought, and which I have mentioned to you. Now we go on:—"Mr. George Scott was under engagement to play *The Drummer* of the 76th at various Macnaghten halls. Mr. Scott could not see his way on the point of expense to perform at Southampton during the week that had been fixed at Sadler's Wells. He was thereupon peremptorily told by Mr. Frederick Baugh that the company must play at Southampton or nowhere." Mr. Scott had the professional spirit to resent this sort of treatment, too much of which survives in certain classes of management." Now to stop there, it is for you to say whether there is anything libellous in that. It would occur to one that the libel—if there is any libel—comes later, when the writer sums up the result of all this by saying that this was a discreditable defence. For that purpose it does not very much matter, does it—it is entirely for you—whether he is quite right or not in those particular facts, but we will see in a moment whether he is right or whether he is wrong on the evidence of those particular facts. What he says is: "Mr. Scott could not see his way, on the point of expense, to perform at Southampton during the week that had been fixed for Sadler's Wells." What is the evidence about that? According to the note of the learned judge, and according to Mr. Baugh's evidence, Mr. Baugh says: "I made it quite plain to Scott I was prepared to pay the additional expenses." He says Scott raised no objection; Scott said he asked him to put pressure on Brodie. That may be all very true, but yet Scott, after the consultation with Brodie, might have thought that the real objection of a great many of these artists was that they would not be in pocket by going to Southampton, even though they had some expenses given them, but the evidence given before the County Court judge, as stated in the judge's note, is this on this point: He says, "When Baugh asked me to take the trip to Southampton I asked for extra expenses. Baugh did not say anything."

That is Mr. Scott's evidence. Of course, it is contradicted by Mr. Baugh, but you have got to say whether under these circumstances first of all it is clearly wrong for the writer to say that that was Scott's objection, and secondly you have got to say, "Well, suppose he is wrong; does it really affect your judgment in this particular case as to whether what follows afterwards is or is not a fair comment." Then he goes on to say, "Mr. Scott had the professional spirit to resent this sort of treatment, too much of which survives in certain classes of management." Sir Edward Carson says that that is not right—that he did not resent it, but said that he was quite willing that he should go. You quite understand that Mr. Scott was a manager at the Alhambra. He had not got to go. Brodie and his people had to go, and Scott might have been quite willing that they should go; but he failed to persuade them, and Mr. Baugh failed to persuade them, and what Mr. Scott in fact did was to take action within three weeks. Then he goes on, "When Mr. Scott took action for the week's money improperly withheld Mr. Frank Macnaghten was not content to abide by the merits of the case, but relied on the discreditable defence

just referred to." Now, that, gentlemen, seems to be the point upon which you have got to form your opinion. You see it is there stated that Mr. Frank Macnaghten improperly withheld, and it is stated that he relied upon a discreditable defence. There is no doubt who is meant—that is not the Macnaghten management, but that is Mr. Frank Macnaghten, the plaintiff, and he does say of him that he was not content to abide by the merits of the case," that he improperly withheld money and raised "a discreditable defence." It is for you to say, first of all, whether those words in your opinion are defamatory. If you think they are, then you must ask yourselves this: Is that a fair criticism upon what actually happened—not whether I agree with the writer—a fair-minded writer, who was actuated by no spirit of malice against this man; a fair-minded writer who might fairly think and fairly say that having regard to the circumstances—and I have tried to point out to you that in coming to a decision upon that you will have to come to a decision as to whether or not Mr. Macnaghten had a real defence upon the merits. If he had a real defence upon the merits you may say, "Well, he had a defence upon the merits, but it was one that he could not for some reason bring forward; therefore I do not think anybody ought to have said this of him when he brought forward this defence about its being an illegal contract." But if you think he had no defence on the merits, and that he was merely bringing forward this defence that it was an illegal contract to shelter himself from paying a just debt, then you will ask yourselves, "Can I say that under the circumstances this man was exceeding the limits of fair comment when he said he improperly withheld money, and when he said it was a discreditable defence?" I hope I have made myself plain upon that. Then it goes on: "We say it is discreditable because, in our opinion, it goes behind the contract and breaks the faith that lies in a man's word." Mr. Scott and Mr. Macnaghten had agreed to do certain things. Mr. Scott was scrupulously carrying out his part of the bargain. Mr. Macnaghten, with his own undertaking in black and white before him, tries to skulk out of it, as it seems to us, in order to cover a fault that was on his side." Now, I cannot say any more—it is for you to say—and you are the judges—whether or not that exceeds the limit of fair criticism and *bonâ-fide* comment as I have tried to explain it to you. If it does, then you ought to return a verdict for Mr. Macnaghten, and, of course, you will have to give him such damages as you think right. But I have not quite finished, and I will deal with that in a moment. I need not read the rest of this article, which has been already read to you. This nobody complains of—the first part of the same column following what I have read, and everybody is agreed that that is a fair comment upon the general matter—this question of the licensing of theatres and music halls—but then there is on the top of the next column a passage which is very much complained of. But you ought not to read that by itself. I think you ought in fairness to begin with the passage about the artists—you see that that is about five or six lines from the bottom of the left-hand column. They are speaking on the general question now, and not in reference at all to this action. "The artist knows that he and the contracting manager are agreeing to a technically illegal act, illegal in one respect, and very likely in two. In such circumstances contracts for stage-play sketches are not in point of law worth the

paper on which they are written. The artist—or the manager, as the case may be—has only the sense of honour of the other contracting party to rely upon." There the writer is saying in substance what I was trying to say to you at the beginning of my summing-up, as to what the effect of entering into these contracts is—that either party can snap his fingers at the other. That is what he is saying. Then he goes on, "Sketch artists with their heavy responsibilities cannot afford, we think, to take the risk involved in a contract that an unscrupulous manager may repudiate at any moment. At all events, it is not advisable to take it where, according to our view, a man is cynically indifferent enough to try to prove in Court that his bond is worth nothing, that his word behind the bond is a delusion and a snare." Of course, if those words had been written in an article which did not contain this earlier part it would have been very difficult for anybody to say that that could be understood as referring to Mr. Macnaghten. The editor says that "that occurs in the part of the article where I am speaking of the subject generally, and I am pointing out that either party may snap his fingers at the other, and therefore an artist runs a great risk of coming across an unscrupulous manager." He says "by that I did not intend to refer to Mr. Macnaghten—at any rate, I did not understand it to refer to Mr. Macnaghten. I did not print it as meaning to refer to Mr. Macnaghten." But, of course, the question for you is what any person reading the article would understand. He says, "I do not suggest that the facts warrant me in saying that Mr. Macnaghten is unscrupulous," and, therefore, if you think that, read fairly, a person reading this would attribute those words about being an unscrupulous manager to Mr. Macnaghten, on the editor's view that would not be fair comment. But, of course, you are the judges of the whole thing. You may say that you think that still it is not unfair criticism of what in fact happened with regard to this case. But that is for you. Of course, you will bear in mind that the editor did not attempt to suggest that it was fair comment, but the most important question on this part of the case, it seems to me, is for you to satisfy yourselves as to whether, reading this thing fairly, it can be said that that refers to Mr. Macnaghten, or whether a person reading this would not, as Sir Edward Clarke suggests, consider that when he had got down to the point here—when he had finished with the particular case of Mr. Macnaghten—that from that point of view onwards it was a discussion of the general question. As against that, the only point is that the editor has been called, and he says that the words, "At all events, it is not advisable to take it where, according to our view, a man is cynically indifferent enough to try to prove in Court that his bond is worth nothing, that his word behind the bond is a delusion and a snare," have a reference to the particular case of Mr. Macnaghten.

Now, gentlemen, I do not know that I can assist you here. The questions to which you will have to direct your attention are first of all these three—because I think I may call them three—are these three charges a libel? There is the one you know about "the unenviable frequency in the law courts." Then there is the one about his having "improperly withheld" the artist's money and relying on "a discreditable defence," and there is the third part about the unscrupulous management. Now, do you find that those refer to Mr. Macnaghten—do you find that they are libels upon Mr. Macnaghten? If you say they are,

then you will have to ask yourselves are they fair comment, because even though they are libels in the sense that they are defamatory, the defendant is entitled to succeed if you find that they are fair comment, and, of course, you must ask yourselves that question with regard to each one of those separate heads—are they fair comment? If they are fair comment, you ought to find for the defendant.

Then, supposing you find for the plaintiff, you have got to ask yourselves what damages you ought to give. Well, damages are entirely for a jury. You will remember that in this case Mr. Macnaghten does not say that this has done him the kind of injury which you sometimes hear of where a man says that his business has been injured: "I have lost so much receipts; people do not come to my hall; I have had a difficulty in engaging artists." Nothing of that kind—what he says is: "I want damages because it was an attack upon me, and a serious attack upon me, and under these circumstances I am entitled to have damages which will re-establish my reputation and character." You remember what Sir Edward Clarke says. He says that if a man really looks upon an attack of this kind as serious he starts an action long before this man did, because the libel was on May 28, 1908, and the action was not started until April 21, 1909—nearly a year after. You remember what the suggested explanation is—that they had got another newspaper that they wanted to polish off first, and so they went against them on June 22, and that it took them some time to get rid of them, but that when they finished with them they started with these people. That is the explanation—it is entirely for you. I have said all I wanted to say, except with reference to the point which I know was in Mr. Baugh's mind, and which I will explain to you. What I think was in Mr. Baugh's mind was this: when I was telling you that he had not raised this suggestion about Mr. Scott having agreed with him verbally that the dates should be really treated as if they were not in the agreement, there was a passage in the learned County Court judge's note which showed that Mr. Scott had assented to that view. Now this is the passage in the learned County Court judge's note. I confess I do not understand it, but it is for you to say whether it will bear the interpretation Mr. Baugh puts upon it. This is in the learned County Court judge's note: "I took the sketch on Macnaghten tour; I never inquired where he meant my sketch to be performed." Scott was the manager and Brodie was the other person. Scott might fix up a tour for his sketch without bothering his head whether it was Southampton or anywhere else as long as he got the salary, because he was not going there, and he did not bother as to whether it was a nice place or a nasty place as long as his people got the £85. That is a very different thing from saying that he agreed with Mr. Baugh that the places that were named were as if they were not there at all. That is the passage that I think was in his mind, but the learned counsel will correct me if I am wrong. I read it to you, and Sir Edward Carson read it to you as though it bore that interpretation. It is for you to say whether it did—it is a very short note—it is not very clear what it did mean. "I took the sketch on Macnaghten tour—I never inquired where he meant my sketch to be performed"

I am afraid I have occupied a long time, but I have tried to explain the matter to you. You will now please consider your verdict and say whether you find for the plaintiff or the

defendant, and if for the plaintiff for how much damages.

THE VERDICT.

The jury returned a verdict for the defendants, adding that they found it was reasonable and justified, and judgment was entered accordingly, with costs.

[See reports of previous trial and appeal, January 26 and May 4.]

BARRASFORD AND MACNAGHTEN v GRAY.—THE PENALTY CLAUSE.

In the Court of Appeal, before Lords Justices Vaughan Williams, Buckley, 15 and Kennedy, the appeal of the defendant in this case, Mr. George Gray, against the judgment of Mr. Justice Phillimore in an action brought against him by Mrs. Barrasford, executrix of the late Mr. T. Barrasford, and Mr. Frank Macnaghten, for breach of contract, was heard.

Mr. Shearman, K.C., and Mr. Storry Deans were for the appellant, and Sir F. Low, K.C., and Mr. M. O'Connor for the respondents.

Mr. Shearman, K.C., stated that defendant entered into an agreement with the late Mr. Barrasford and Mr. Macnaghten to appear in *The Fighting Parson* one week at each of four provincial towns, at a salary of £150, and one week at the Britannia at £130. The agreement contained the words, "Should I fail to fulfil the engagement, I agree to pay you (the respondents) the amount which you would otherwise in salary pay me." When Mr. Gray had given three performances at the Britannia—two on the Monday and one on the Tuesday—an injunction was served upon him by other music hall proprietors for breach of a prior agreement entered into with them not to appear within two miles of the Hackney Empire while he was performing there. Therefore, as he did not complete his engagement, respondents brought an action for breach of agreement, and Mr. Justice Phillimore gave judgment for them for £130 as liquidated damages. Counsel submitted that it was a penalty, and not liquidated damages, according to the true construction of the agreement.

Sir F. Low, K.C., submitted that the judgment was right. If the contract to appear was broken, so as to affect only a part of the week, the whole week's salary was to be forfeited. They could not split the contract into days, and allow only for those days during which Mr. Gray did not appear. Attached to the contract were rules and regulations for the conduct of artists, some of which imposed a specific fine, as in the case of an artist missing a turn or turning up in a state of intoxication. These had nothing to do with the contract; otherwise, if the £130 was imposed merely because Mr. Gray failed to attend a rehearsal, Mr. Justice Phillimore would have been wrong. In effect, the contract only applied to the whole engagement.

Lord Justice Buckley: Does it mean, "Should I fail to do the acts of service mentioned?"

Counsel: It means, "Should I fail to earn the salary of £130?"

Lord Justice Buckley: The prohibition of smoking behind the stage is not a regulation, but a veto.

The Court delivered judgment on the following day.

LORD JUSTICE VAUGHAN WILLIAMS.

Lord Justice Vaughan Williams, in giving his judgment, said if they had a sum which was fixed to be payable upon any breach of a particular contract, and they found that the sum in question was so large that they could

not come to the conclusion that the intention of the parties was, that that sum should be payable upon a breach of that contract, which obviously could not bring about an amount of damage approximating in any way to the figure which was fixed, then they were to treat the sum not as intended to be a sum fixed for liquidated damages, but as a penalty, and to throw, therefore, on the plaintiff, the obligation to prove the amount of damage which he had really incurred, and his only remedy was to get judgment for the amount of damage that thus proved. It was the basis of the judgment of Mr. Justice Phillimore that if they found that by the terms of the contract the sum fixed as payable was a sum which was applicable to breaches varying obviously in the amount of damage which would accrue to the plaintiff in these cases of varying breaches, then they were to construe the figure fixed as a penalty and not as liquidated damages. But Mr. Justice Phillimore, looking at the contract, had come to the conclusion that the particular sum there fixed was not applicable to any breach of the contract, but only to a particular breach of the contract. And the particular breach which he referred to was a breach of such a character that it would justify the plaintiff—the proprietor of these music halls or the person conducting the entertainments at these music halls—in saying to the artist: "I shall not pay you your salary. You have been guilty of a breach of contract here which goes to the root of the contract," and under those circumstances there was nothing unreasonable in saying: "If you have been guilty of such conduct, which is really equivalent to saying by your conduct if not by your words: 'I won't perform for you'—then it was not unreasonable to say that the damage sustained by the proprietor of the music hall was really to be treated as damage for that breach of contract in refusing to perform for that week, and under those circumstances, one was not to take into consideration at all the minor breaches, because Mr. Justice Phillimore, on the construction he put on that contract, thought that which was provided by Clause 7 of the contract applied, and applied only, to those cases where the defendant had in substance refused to do that which was the main object of the contract—namely, to perform on the stage in the particular week in question. Now he agreed with Mr. Justice Phillimore that they must read Clause 7 as applying not to all weeks of the engagement, but as applying to each week of the engagement separately. In the case of the Britannia Theatre, at Hoxton, one found that the amount of damage which was fixed as the sum to be paid for damage was £130, whereas in the country cases it was £150, and he thought that Mr. Justice Phillimore was quite right in saying that they must treat the amount of damage in this case as being the amount of damage fixed for the week's performance at the Britannia Theatre, Hoxton. Now, the words of Clause 7 were these:—"Should I fail to fulfil the engagement, I agree to pay you the amount which you will otherwise in salary pay me." They only had to deal with the Hoxton case, and the question of construction was this. It was said by the plaintiff that the words of Clause 7 only applied to such a failure to fulfil the engagement as would justify the music-hall proprietor in saying "I shall not pay you your salary," and it was suggested that that excluded the application of Clause 7 to the minor breaches which were possible under that contract as failures to fulfil the engagement.

He read the word "engagement" there as "contract," and he thought that if the clauses were looked through—he need not go through them in detail—it was perfectly obvious that in many cases the word "engagement" was used as equivalent to "contract." That being so, let them look for a moment at the minor obligations of which there might be a breach. He excluded at once the negative obligations—the obligations not to smoke in the green room and other negative obligations of that sort. He did not think they came within the words "fail to fulfil the engagement." But there were not only negative engagements, but there were affirmative engagements. The most important of them—he did not say it was the only one—was the failure to attend rehearsals. The words as to the rehearsals (Clause 4) were:—"I agree without fail to attend rehearsals at 2 p.m. on the Monday commencing the engagement at such theatre, and also such rehearsals as may be called by the musical directors." The judgment of Mr. Justice Phillimore was that he put such a construction upon Clause 7 as to say that the failure to attend rehearsals would not be a failure to fulfil the engagement. And he comes to that conclusion by calling attention to the words, "Should I fail to fulfil the engagement, I agree to pay you the amount which you will otherwise in salary pay me." One could quite understand a non-attendance at the rehearsals which might absolutely disqualify the artist from performing his part, and thus doing his duty. Or one might have a non-attendance at one series of rehearsals which, in the case of an experienced artist, would not in the slightest degree prevent his performing his part on the stage. Though he agreed that this was a very difficult case to deal with, still, on the whole, he had come to the conclusion that the penalty there—the payment of £30 and losing the salary—did apply as to the rehearsals, and if that was so that had to be treated as a penalty, and not as liquidated damages. He thought in that respect Mr. Justice Phillimore was wrong.

LORD JUSTICE BUCKLEY.

Lord Justice Buckley said he agreed. He thought it was a penalty, and the appeal should be allowed. His reasons were as follows:—He thought the true meaning of Article 7 was "Should I fail to render the affirmative acts of service hereby made." The words were "fulfil the engagement." He did not think that meant "Observe all the stipulations that are imposed upon me—negative stipulations such as that I shall not smoke in the green room, that I shall keep silence behind the scenes, and so forth." But he thought it applied to such acts of service as he had affirmatively bound himself to render. If he did that he would have fulfilled the engagement; if he did not do that he would not have fulfilled it. The material acts of service were not, he thought, confined to performances during the week. He thought those acts of service were to qualify himself to perform. By qualifying himself he meant doing that which the contract had provided for, including rehearsing to qualify himself. A rehearsal might be an important thing; on a different stage some different rendering might be necessary. The rehearsal was, he thought, just as much a part of the contract as performing in front of the audience. If he had bound himself to rehearse and perform for one sum for the two—namely, £130 in this case—then the case was one in which this might result. He might fail to attend a rehearsal, or he might attend one and fail to

attend another. He might, nevertheless, be quite prepared to perform. There would have been a breach of his engagement, but it would have been a totally different measure of injury to the proprietor from a default in appearing at the town at all and rendering his performance. If that were so the contract was one which contemplated one sum to be paid in cases of breaches of different relative pecuniary values, and for that reason they had to contemplate this as a penalty.

LORD JUSTICE KENNEDY.

Lord Justice Kennedy said he regretted he could not agree with the judgment pronounced. He agreed that Mr. Justice Phillimore's conclusion was the right one. He did so entirely on principles enunciated already, as to which there was no dispute. But on the question of construction he could not conceive as a matter of reason the ground on which the judgment in the Court below was based. The question entirely turned on Clause 7, but he would just state the facts that were material, because they gave an excellent illustration, it seemed to him, as to what that was to mean. The defendant in the action entered into an engagement, but had, unfortunately, entered into an arrangement with somebody else which prevented his giving the week which he had contracted to give for the salary of £130. He did give three performances, but he was not able to perform the rest because he had disabled himself from doing so by entering into a contract which entitled those with whom he had contracted to get an injunction against him performing this engagement to its completion. Then there was Clause 7. Clause 7, to his mind, only admitted of one construction, and that was: "Should I fail to fulfil the engagement I repay you the amount which you will" (now came, to his mind, the important words) "otherwise, in salary, pay me." To his mind, that was susceptible only of one meaning, and that was: "If I do not fulfil the engagement in the sense in which I am entitled to salary I agree to pay the sum of the salary as damages." He suggested with great respect that it had been read to the contrary by leaving out the word "otherwise." In other words, it might be put: "If what I have done in breach of this agreement would not afford you a defence if I sued you for the salary, this clause does not apply, but in those cases in which, if I sued upon the contract to appear to do my part under this engagement at the Britannia Theatre, if you could set up that the plaintiff was not ready and willing to perform, and did not perform the agreement, so as to be a defence *in toto*, in such a case I agree that it should be a case in which I submit to pay these damages as liquidated damages." The reason of it was not unintelligible, and it thereby, if his view was right, took it out of all the objections that could be put, because it then became a case in which it would be eminently reasonable to have a heavy penalty as liquidated damages, because directly they had got such a breach of the agreement as would prevent the actor suing, they had got something which no doubt it would be most difficult to assess as, for instance, in this case, to say how much the music hall had lost by his non-appearance on the last three nights of his engagement of a popular performance. One would have to tell a jury that they could not measure it from what the man did, because if he was a success he drew more and more. It was a case in which it would be desirable, from the view of both parties, to have a definite sum fixed. If that view was right no difficulty at all arose under Clause 4, because in the case of attending at one rehearsal, or attending at

one and not at another, a judge directing a jury would say, "Gentlemen, are you of opinion that in this case, having regard to the nature of the contract and the services to be performed, the non-attendance at rehearsal A, or non-attendance at rehearsal B, went to the root of the contract so as to deprive the plaintiff of the benefit of it?" He had no doubt that if the jury was satisfied he was ready and willing to attend each night, and the rehearsal was not of a nature which in any way disqualified him from performing or reduced the value of his performance, they would say, "No," and the judge would say, "That is quite right." Where they had independent covenants and agreements there might be a case for damages, which would not be a sufficient defence to a claim for salary. If the proprietor of a theatre could show he had suffered some damages, he could get damages. But if the actor performed every night it might be a case in which he failed to prove any damages, and it would not come to be a non-performance of the engagement as would entitle the person who had engaged the actor to say, "You have no right to the salary which I agreed to pay you." He thought he gave a fact to the meaning of that word "otherwise" by saying, "We mean between ourselves that this sum is to be paid only in such a case in which you could be said to have disabled yourself from performing, which would be a complete answer, or by your refusal to attend rehearsal you have shown to me that you do not intend to be bound to perform the contract." Of course, if either of those cases was proved there was an end to his right to salary. Otherwise he had a right to salary, and according to the law of this country any other breach would be assessed as damages outside that clause. If a claim was made for non-attendance at a rehearsal the damages must be proved, but these damages had only been agreed to in a case in which there was a refusal to perform the contract. In that he could not find a flaw in the reason of his brother Phillimore, though to anyone not acquainted with the conditions of the theatrical profession it seemed a large sum to pay as damages, he felt honestly bound to say that the case was one in which the plaintiff ought to succeed. It was said there might be such a non-attendance at rehearsals as would disqualify. Of course, if it did, he could not perform his contract, and no salary would be due. He felt bound to say that he thought the appeal should be dismissed.

The appeal was allowed, with costs.

[See report of trial, July 14.]

STAGE PLAYS IN MUSIC HALLS.—THE COLISEUM FINED.

At the Bow Street Police Court the Coliseum Syndicate, Limited, of Charing Cross **15** Road, were summoned before Mr. Curtis-Bennett, for keeping the London Coliseum for the public performance of stage plays, between November 7 and 16, without the authority of letters patent or the license of the Lord Chamberlain. The play in respect of which process was issued was *Richard III*.

Mr. Bodkin appeared for the prosecution, which was instituted by the Theatrical Managers' Association.

The magistrate said it seemed that the defendants knew all about it, having been previously fined, and unsuccessfully appealed against the decision. He fined them £10 in respect of the first day, and £4 in respect of each of the other ten—£50 in all.

PARAGON MUSIC HALL AND THE L.C.C.

In the Divisional Court, before Mr. Justice Ridley, Mr. Justice Pickford, and Mr. **16** Justice Hamilton, Mr. Bodkin moved on behalf of Messrs. Charrington and Co., Limited, and Mr. Cashstein, for a rule for a mandamus to the London County Council to appoint a day to hear and determine an application by Mr. Cashstein for the granting to him, by way of renewal, of a music and dancing license for the Paragon Theatre, Mile End. The license in question was, said counsel, transferred to Mr. Cashstein on July 26. Application for renewal of the license was subsequently made to the Licensing Committee of the London County Council, subject to an undertaking being given by applicant in regard to certain requirements for electrical cinematograph installation. This undertaking was given, and on November 25 the full meeting of the Council considered the application. An amendment was moved that the renewal be granted subject to the condition that no boxing be allowed. This was agreed to, but when the original motion as amended was put to the meeting it was lost. No notice of opposition had been given to Mr. Cashstein, and he was never called upon to hear or answer anything that was said against the granting of the license, and, as the Council discussed the matter in private, he had no opportunity of being present. He submitted that the exclusion of the applicant rendered the decision of the Council unfair.

Their lordships granted the rule.

THE BASKET SWINDLE.—JAMES DAVIES SENT TO GAOL.

At the Altrincham Police Court, James Davies was sentenced to nine months' **17** imprisonment with hard labour for obtaining money by false pretences.

Frank Coldon said on October 13 he saw an advertisement in the *Performer* to the effect that James Davies had baskets and theatrical costumes for sale. He sent for a basket, enclosing a postal order for 8s. 6d., but the goods did not arrive. There were two other complaints against the prisoner, who pleaded guilty.

STAGE PLAYS IN MUSIC HALLS.—THE POLICE AS INFORMERS.

At the Jarrow Police Court, before Mr. D. Rioch (in the chair), Dr. Weir, and Mr. **19** W. Hedley, Pascal Steinlet, North Shields, and William Wilson, South Shields, lessees of the Palace, Pit Heap, Jarrow, were charged with having produced a stage play in a building not holding a play license, Mr. R. W. C. Newlands prosecuted on behalf of the police, and Mr. T. H. Smirk, Newcastle, defended. Mr. Smirk pleaded guilty on behalf of his clients. Mr. Newlands explained the nature of the charge, and said that the Palace Theatre had no license for the production of a stage play. The Palace Theatre had a music, singing, and dancing license taken out by Mr. Lamb. In June, 1910, defendants became the tenants of the Palace. The building was used as a picture hall, but in November a scena, entitled *Beauty and the Beast*, was given. In this seventeen persons, without the chorus, took part. There were four scenes. Two officers went to the theatre, and they would say that the scena was a stage play, and it occupied the stage from 8.20 to 9 o'clock, and the second part from 9.15 to 10 o'clock. After the performance on the Monday night defendants' attention was called to the fact that they were producing a

stage play, and to this they replied that they thought it was all right. On the following night, with some slight alteration, the play was again presented, and also on the Wednesday night. On the Friday night there was a material change in the play. The Bench fined the defendants £3 each for each night, or £18 and costs, in all £21 2s. They also allowed the solicitor's fee.

OBTAINING SEATS BY FALSE PRETENCES.—A. B. ALLEN FINED.

At the Liverpool Police Court, Alfred Bert Allen, formerly an actor, and latterly **19** following the occupation of a trade canvasser, was charged with having obtained two seats at the Olympia, Liverpool, by false pretences.

Allen, accompanied by a young woman, visited the Olympia one night at the end of November. He presented a card, in which he was described as business manager of the Garrick, London. As a professional courtesy he was accommodated with two seats in the orchestra stalls. Mr. Slater, the manager of the Olympia, subsequently wrote to the Garrick, inquiring as to Allen's bona-fides, and learnt that he was not known there. Information was given to the police, and Allen was subsequently arrested at the Hippodrome, where he was trying to secure seats by the same false representations.

Allen admitted to Mr. Stuart Deacon, the stipendiary, that he had no right to use a card representing himself as being in any way connected with the management of the Garrick. He had no idea that what he had done was an offence against the criminal law.

Defendant was ordered to pay 40s., or go to prison for a month.

DANN v. CURZON.—MATINEE HAT CASE.

In the Divisional Court, before Mr. Justice Phillimore and Mr. Justice Horridge, an **20** appeal from a decision of the judge at Westminster County Court in the case of *Dann v. Curzon* came on for hearing. Appellants were Mr. Thomas Dann and his wife.

Mr. Lilley, dealing firstly with Mrs. Dann's appeal, said the county court judge held that contracts were made between plaintiffs and defendants which would be contrary to the policy of the law to give effect to, and, in the circumstances, he entered judgment for defendant, but without costs. The appeal was against that ruling.

Mr. Justice Phillimore, in the course of his judgment, said he did not think the fact that the agreement might lead to a breach of the peace was enough to make the agreement unenforceable. With regard to the statement about invoking the Court of law, the ladies had given a license to the defendant to put his hands on their shoulders. He doubted whether they could, without perjury, have got the matter on its legs before the magistrate in the circumstances if they had told "he magistrate it was part of the agreement that the defendant should lay his hands on them. The magistrate would have at once dismissed it. They must have gone very near the wind in their evidence to get the case as far as it went. It was a matter under which the Criminal Court was to be asked by two parties to adjudicate on that which, in the view of another, was a crime, and which, by agreement between the parties, could not be. Not only was that a mockery of public justice, a waste of public time, but, as he had said, two ladies must have put a man in peril for that which they knew he ought not to have been put in peril,

and they must have gone very near saying that which, at any rate, was not the whole truth. He supported the finding of the learned county court judge—that this was contrary to public policy, and that the agreement was not one which could be enforced. The agreement was extremely mischievous to the public, and, under the circumstances, they thought the county court judge had a discretion to refuse the successful defendant his costs.

With regard to the cross-appeal by Mr. Curzon against Mr. Dann, Mr. Curzon had a good set-off, and the county court judge said if it had not been for the difficulty of "public policy," he might have given Mr. Curzon judgment, with costs. His lordship said he was inclined to reverse the decision of the county court judge with regard to the costs, but he did not want to disagree with his brother judge (Mr. Justice Horridge), who thought they must look at the conduct of the parties before and during the litigation. The appeals and the cross-appeal would therefore be dismissed.

Mr. Justice Horridge agreed. He said he was not sorry the result of the action was a failure on the part of the plaintiff to succeed and the defendant to get his costs, because he thought a more objectionable agreement it was hard to conceive. It was an agreement to make a plaything of the administration of justice for the purpose of advertising a theatre.

The appeals were dismissed with costs.

[See reports of cases *Eardley v. Curzon*, April 25, and *Dann v. Curzon*, October 17.]

DRYDEN v. DUTT.—CLAIM FOR SALARY.

In the West London County Court, Miss Eva Dryden, of Cassidy Road, Fulham, sued **21** a music hall performer, known as "Rhambling, the Necromancer of the Himalayas," otherwise Dutt, a Hindoo, living at Chiswick, for £2 12s. 6d., made up as a week's salary in lieu of notice and damage to wearing apparel, etc.

Defendant did not appear. Plaintiff's case was that she was engaged at 30s. a week to take a small part in certain tricks at various music halls, and that in consequence of an accident caused by one of the assistants she was dismissed without being paid a week's notice.

His Honour gave judgment for £1 12s. 6d. and costs.

HORSFALL v. COTTRELL.

At the Consett County Court, Fredk. Horsfall, of Leeds, vocalist, claimed and **21** was awarded £3 damages against John Cottrell, the proprietor of four picture halls at Murton Colliery, West Stanley, Consett, etc. Plaintiff's case was that he was engaged to appear two weeks—viz., at Murton Colliery and West Stanley respectively on October 10 and 17. The engagement was effected through the defendant's manager, who subsequently intimated that he had made a mistake in the dates, and the engagement was cancelled. The defence was that it was only a verbal agreement with the manager, and that only engagements were recognised which were made through Mr. Cottrell's agent, Mr. S. Smith, of Gateshead, and then only when the parties signed a written contract. Judge O'Connor held that the plaintiff had kept himself free on the dates specified, so as to be able to fulfil the engagement, and had he not done so he would have exposed himself to an action for breach of contract. His Honour awarded the full damages claimed, with costs.

IN THE BANKRUPTCY COURT.

FEBRUARY.

MR. IAN MACLAREN.

A meeting of the creditors of Sydney Hubert Shaw, known professionally as Ian MacLaren, took place in Manchester.

19 The statement of affairs showed gross liabilities of £1,598, of which £600 was expected to rank for dividend. The assets were given as amounting to £23.

An arrangement was accepted by the creditors whereby Mr. Shaw was to apply for his discharge subject to his consenting to judgment for a sum of not less than £350, to be paid by assignment of a percentage of his earnings.

MRS. WHYTAL.

In the Court of Bankruptcy Mary Adelaide Whytal applied for an order of discharge. **22** Mr. Registrar Linklater said she could take her discharge provided she paid the costs of the bankruptcy proceedings, otherwise it would be suspended for two years.

MR. W. GUNN GWENNETT.

In the Bankruptcy Court, Mr. W. H. Scholz **22** (W. Gunn Gwennett) applied for his discharge. The order was suspended for two years.

MARCH.

MR. IAN MACLAREN.

The public examination of Sydney Hubert Shaw, actor, professionally known as Ian MacLaren, took place at the Manchester Bankruptcy Court. His liabilities to rank for dividend amounted to £1,598, but £600 of this sum was due for printing done to his order and not delivered. He estimated his assets at £23. The examination was closed.

MR. BARNEY ARMSTRONG.

In connection with the affairs of Bernard McNamee, professionally known as **12** Barney Armstrong, of Bridge Road, Stratford, it was reported at the Court of Bankruptcy that in 1906 he failed at Glasgow, after having carried on two music halls there for ten years. His liabilities were then about £3,400, and no dividend was paid. He now returned his debts at £376, and had no assets.

APRIL.

MR. A. F. MACLEAN.

The public examination of Mr. A. F. MacLean, agent, of St. Martin's Lane, was **29** held at the London Bankruptcy Court. Liabilities amounted to £366, and assets were estimated at £79 16s. 6d. The examination was closed.

MAY.

MR. C. REXTON SUGDEN.

In the Bankruptcy Court, the public examination was held of Charles Rexton **10** Sugden, actor, described as of an address in Piccadilly, W. Liabilities £859, of which £573 are stated to be unsecured, and assets nil.

In reply to the official receiver, the debtor stated that in 1880 and 1883 he filed petitions for liquidation, and in May, 1888, he was adjudged bankrupt. His discharge under the latter proceedings was granted in March, 1901, subject to a suspension of three weeks. He attributed his present insolvency to the want of a sufficiently remunerative employment and to his expenditure having exceeded his income.

The examination was closed.

MR. G. E. BLACKWALL.

In the London Bankruptcy Court, the examination was held and concluded of **16** George Edward Blackwall, described as of Wigmore Street, W., teacher of singing, residing at Seaford.

It appeared that the debtor had lost about £2,400 in connection with a farm in Cardiganshire, and he estimated that he had incurred a further loss of £450 in touring the provinces with the musical comedy, *The Girl of Corsica*.

The statement of affairs showed liabilities £8,451, and assets £8 18s.

JUNE.

MR. H. R. AVERELL.

A sitting was held before Mr. Registrar Giffard for the public examination of **8** Henry Robert Averell. The accounts showed ranking liabilities £1,193, and assets nil.

In reply to the Senior Official Receiver the bankrupt said he had been an actor for the past six years, and in August, 1908, he changed his name from Walter Averell Lind Goldschmidt to Henry Robert Averell. He attributed his insolvency to extravagance in living, to loss on motor-cars, law costs, auctioneers' charges, and interest on loans. He estimated that his expenditure since April 28, 1907, had amounted to £3,492, and that he had lost £520 on motor-cars. He had a surplus at that date of £3,070. The examination was concluded.

JOHN HALPIN.

At the Bankruptcy Court, was held the public examination of John Halpin. He **9** had carried on the business of a variety agent, having no office, but travelling about the country. In April, 1909, he started a project for a grand opera company to perform at music halls in conjunction with the variety entertainment. He ran the company in London and the provinces from September, 1909, until the first week in April last, but it resulted in a loss of some £1,300, and to that loss he attributed his insolvency. Accounts were filed by the debtor showing unsecured debts £739 and debts fully secured £206, with assets consisting of a typewriter valued at £2.

The examination was concluded.

MR. LAWSON BUTT.

In the Court of Bankruptcy, the creditors met before Mr. E. Leadham Hough, **16** under the failure of Wilfrid Lawson Butt. The debtor estimated his liabilities at £500, and there were said to be no assets.

There was no proposal before the meeting, and the case remained in the official receiver's hands.

MR. J. A. HARRISON.

In the Court of Bankruptcy, before Mr. W. G. Williams, Assistant Receiver, the **20** first meeting of creditors was held under a receiving order made in the case of John Arthur Harrison.

It appeared from the debtor's statements that in January, 1910, he took possession of the Strand under a lease from the Law Guarantee Society at £125 a week, and afterwards sublet it at £175 weekly. The theatre was opened on February 10, but was closed at the end of three days by the subtenant, Mr. Robert Hilton. The debtor attributed his insolvency to loss in connection with the Strand, to his heavy personal expenditure, and to other causes. A statement of affairs was lodged showing liabilities £3,030, and assets 8s. 7d., in addition to bad debts, £1,164. A trustee was appointed.

MR. ARTHUR BOND SAYER.

In the Bankruptcy Court, before Mr. Registrar Brougham, the public examination **21** was held of Arthur Bond Sayers, musical director at the London Pavilion. He had been engaged in that capacity for eight years at a salary of £6 per week. He attributed his insolvency to his inability to recover £1,300 lent by him to a lady, also to extravagance and to losses by betting on the Turf. The examination was concluded, the accounts showing unsecured debts £675 17s. 4d. and assets consisting of a doubtful book debt of £1,300, estimated to realise £500.

MR. FREDERICK BAUGH.

In the Bankruptcy Court, before Mr. E. Leadam Hough, senior official receiver, the creditors met under the **21** failure of Frederick Baugh.

The debtor during the past twelve years had been acting as general manager. In 1907 he entered into a partnership with two others, and afterwards ran the Palace, Dover; the Alhambra, Sandgate; and Grand, Sheffield, as music halls. The last-mentioned was eventually run as a picture theatre, and he attributed his present position to losses sustained over those ventures. Early in 1909 he ran a variety season at the Opera House, Jersey, and as a result lost £120, and he had sustained an additional loss of £160 by running a variety season at Croydon. The debtor estimated his liabilities at £1,200, and his assets consisted of a little personal jewellery.

The meeting was adjourned to give the debtor an opportunity of submitting a proposal.

JULY.

MR. J. A. HARRISON.

In the Court of Bankruptcy, before Mr. Registrar Hope, a sitting was held for the **21** public examination of John Arthur Harrison, described as of 29, Leicester Square. The accounts showed liabilities £3,030, and

assets, consisting chiefly of a book debt, of £1,164.

The examination was concluded.

MR. FREDERICK BAUGH.

At the London Bankruptcy Court a meeting was held of the creditors of Mr. Frederick Baugh, to consider a scheme of arrangement providing for payment of the debts in full.

The accounts showed liabilities £2,405, against assets £4, and the Official Receiver reported in favour of the debtor's proposal under which he would set aside £50 per month from future earnings until all the debts have been paid in full.

A vote having been taken, the offer of the debtor was declared to have been accepted by the statutory majority.

A sitting was held before Mr. Registrar Hope for the public examination on Tuesday, August 2.

The examination was concluded at a later date.

The proposal was approved by the Court.

NOVEMBER.

MR. E. G. S. STAPLES.

In the Court of Bankruptcy the public examination was held, before Mr. Registrar Linklater, of Edwin George Statham **22** Staples, actor. The debtor was last engaged in a musical comedy, *Two Merry Monarchs*. He filed his petition because his wife had issued a writ against him to recover £186 in respect of arrears of an allowance which he had agreed to pay her under a deed of separation. He attributed his failure to keep up the payments to the irregularity of his engagements. The examination was concluded, the liabilities being £225 and the assets £15.

WITTY WATTY WALTON.

At the Liverpool Bankruptcy Court the affairs of Walter Hemming, known as **28** "Witty Watty Walton," were dealt with. The statement showed liabilities amounting to £163 11s. 3d., and assets consisting mainly of an equity of £62 15s. The debtor, who said that he had been a comedian for fifty-nine years, and that his age was fifty-nine, he having been born in the profession, said that last Christmas he was engaged in pantomime for six weeks at £15 a week, but after that he had very few engagements, and on the best calculation he could make he only earned £130 since October, 1909. The hearing was adjourned.

DECEMBER.

MR. W. J. YATES GREGORY.

The public examination in bankruptcy of William James Yates Gregory, of the **13** Royal, Shrewsbury, was held before the Registrar, Mr. R. A. Craig, at the Shrewsbury Bankruptcy Court. Debtor attributed his failure to "Depreciation in property and assets from circumstances over which I had no control." The gross liabilities were put at £2,982 3s. 2d., of which £1,340 8s. is expected to rank, and the deficit is estimated at £1,302 6s. 8d.

The examination was adjourned until January 10.

LONDON THEATRES AND MUSIC-HALLS.

SOME STATISTICS.

The following particulars relating to the rateable value, approximate seating capacity, and estimated value of seating capacity of theatres and music-halls in the administrative County of London are extracted from "London Statistics," compiled and issued towards the end of 1910 by the Local Government and Statistical Department of the London County Council.

THEATRES.

There are in all 51 premises in the Administrative County of London where the public performance of stage plays takes place regularly. Of these, two (Drury Lane and Covent Garden) enjoy letters patent direct from the Crown, 39 are situated within the licensing jurisdiction of the Lord Chamberlain, and the remaining 10 are licensed by the Council.

Name of Theatre.	Rateable value, April 6, 1910.	Approximate (a) seating accommodation.	Estimated (a) value of house when full (seats only).	Estimated (a) detailed seating accommodation in each part of house.
	£		£	
<i>Licensed by letters patent.</i>				
Covent Garden	4,800	1,952	1,416	99 boxes, 537 stalls, 116 balcony, 336 amphitheatre stalls, 450 amphitheatre.
Drury Lane.....	5,751	2,516	781	28 boxes, 496 stalls, 391 grand circle, 358 first circle, 380 balcony, 891 pit and gallery.
<i>Licensed by Lord Chamberlain (b).</i>				
Adelphi.....	4,500	1,303c	314	8 boxes, 203 stalls, 174 dress circle, 250 upper circle, 352 pit, 324 gallery.
Aldwych	5,418	1,178c	314	8 boxes, 216 stalls, 269 dress circle, 108 upper circle, 318 pit and 267 gallery.
Alexandra	1,590	1,710c	126	4 boxes, 100 stalls, 152 dress circle, 1,458 upper circle, pit and gallery.
Apollo	3,750	954	264	10 boxes, 209 stalls, 166 dress circle, 175 upper circle, 364 pit and gallery.
Britannia.....	1,001d	1,818	-	-
Brixton Theatre ..	700	1,125c	59	2 boxes, 75 stalls, 158 pit stalls, 116 dress circle, 101 family circle, 672 pit and gallery.
Comedy	3,334	854	273	14 boxes, 260 stalls, 99 dress circle, 109 balcony, 336 pit and gallery.
Criterion	6,657e	685c	217	8 boxes, 197 stalls, 135 dress circle, 94 upper circle, 259 pit.
Dalston.....	1,209	1,518	-	4 boxes, 416 stalls, 214 dress circle, 473 pit, and 415 gallery.
Daly's	5,125	1,223	311	10 boxes, 243 stalls, 140 dress circle, 170 upper boxes, 628 pit and gallery.
Duke of York's ...	3,334	1,119	281	14 boxes, 240 stalls, 111 dress circle, 140 upper boxes, 572 pit and gallery.
Elephant & Castle Gaiety	750 5,834	1,549 1,267	95 326	16 boxes, 412 stalls, 347 balcony, 334 pit, 440 gallery. 14 boxes, 217 stalls, 172 dress circle, 252 upper circle, 270 pit, and 300 gallery.
Garrick	4,167	1,241	309	14 boxes, 258 stalls, 136 dress circle, 127 upper circle, 300 pit, and 350 gallery.
Globe	4,792	1,009	274	4 boxes, 220 stalls, 193 dress circle, 151 upper circle, 425 pit and gallery.
Haymarket.....	4,500	1,085	263	4 boxes, 237 stalls, 196 dress circle, 192 upper circle, 210 pit, 173 gallery.
His Majesty's.....	5,813	1,720	406	6 boxes, 306 stalls, 333 balcony stalls, 384 upper circle, 355 pit, and 306 gallery.
Kennington	920	1,347	118	6 boxes, 108 stalls, 163 pit stalls, 257 circle, 142 amphitheatre, 369 pit, 284 gallery.
Kingsway.....	834	594	159	8 boxes, 155 stalls, 39 pit stalls, 96 dress circle, 64 upper circle, 102 pit, 76 gallery.
Lyceum	5,834	3,016	262	10 boxes, 243 stalls, 126 pit stalls, 576 dress circle, 1,146 pit, 885 gallery.

Name of Theatre.	Rateable value, April 6, 1910.	Approximate seating accommodation.	Estimated (a) value of house when full (seats only).	Estimated (a) detailed seating accommodation in each part of house.
	£	£	£	
Lyric	4,584	1,170	294	12 boxes, 186 stalls, 167 balcony stalls, 211 upper circle, 566 pit and gallery.
Marlborough	1,750	1,886	189	3 boxes, 102 stalls, 202 dress circle, 1,574 upper circle, pit and gallery.
New	3,084	1,242	302	3 boxes, 247 stalls, 186 dress circle, 156 family circle, 300 pit, 305 gallery.
Pavilion	900	1,316	87	10 boxes, 388 stalls, 249 balcony, 297 pit, 342 gallery.
Playhouse	2,917	650	211	6 boxes, 197 stalls, 126 balcony stalls, 58 balcony 56 upper boxes, 129 pit circle, 58 gallery.
Prince of Wales's..	4,167	985	277	16 boxes, 194 stalls, 157 balcony, 172 first circle, 462 pit and gallery.
Queen's	4,792	1,161	302	10 boxes, 247 stalls, 242 dress circle, 155 balcony, 477 pit and gallery.
Regent	278 <i>d</i>	434	—	304 pit, 130 gallery.
Royalty	1,500	657	137	3 boxes, 220 stalls, 151 dress circle, 54 upper circle, 200 pit and gallery.
St. James's	3,750	1,208	301	2 boxes, 280 stalls, 176 dress circle, 175 upper boxes 161 pit, 400 gallery.
Savoy	3,334	986	261	14 boxes, 181 stalls, 156 dress circle, 159 upper circle, 130 pit, 320 gallery.
Scala	209	1,148	—	2 boxes, 251 stalls, 200 staircase stalls, 224 balcony, 224 pit, 223 gallery.
Shaftesbury	3,334	1,196	296	14 boxes, 201 stalls, 165 balcony, 166 upper boxes, 608 pit and gallery.
Strand	5,625	1,193	325	4 boxes, 292 stalls, 192 balcony, 196 upper circle, 230 pit, 267 gallery.
Terry's	2,500	888	211	10 boxes, 156 stalls, 102 balcony, 38 dress circle, 90 upper circle, 214 pit, and 250 gallery.
Variety	240	830	—	332 stalls, 188 balcony, 310 gallery.
Vandeville	2,020	741	198	4 boxes, 160 stalls, 83 balcony, 74 lower circle, 95 upper circle, 313 pit and gallery.
West London	459	872	37	11 boxes, 132 stalls, 166 circle, 276 pit, and 254 gallery.
Wyndham's	2,917	846 <i>c</i>	263	(twice nightly) 12 boxes, 210 stalls, 103 balcony stalls, 64 grand circle, 111 upper circle, 110 pit, 250 gallery.

(a) These figures are estimated only and are in no way to be taken to be official. It must be remembered that in many theatres the barrier between stalls and pit is often moved as occasion may require, which alters not only the seating accommodation, but also the value.

(b) In addition to these theatres the Lord Chamberlain also licenses for stage plays—Cripplegate Institute, Golden Lane, E.C., Rotherhithe Town Hall, and St. George's Hall, Langham Place.

(c) Excluding seats in boxes.

(d) Including assessment of adjoining licensed premises.

(e) Including assessment of restaurant.

Licensed by the London County Council.				
Broadway	780	1,372	107	10 boxes, 123 stalls, 107 pit stalls, 91 dress circle, 184 balcony, 727 pit and gallery.
Coronet (b)	1,325	1,143	115	10 boxes, 123 stalls, 117 dress circle, 109 balcony, 754 pit and gallery.
Court	1,167	642	177	6 boxes, 165 stalls, 105 dress circle, 84 upper circle, 264 pit and gallery.
Grand	917	980	—	6 boxes, 74 stalls, 101 pit stalls, 95 dress circle, 135 balcony, 553 pit and gallery.
Greenwich	230	730	—	—
King's	700	1,786	178	6 boxes, 131 stalls, 114 pit stalls, 301 grand circle, 1,216 amphitheatre, pit and gallery.
Lyric Opera House	459	915	47	2 boxes, 101 stalls, 54 dress circle, 752 pit and gallery.
Shakespeare (b)...	875	1,205	95	4 boxes, 136 stalls, 95 dress circle, 144 balcony, 814 pit and gallery.
Royal, Kilburn...	292	514	—	—
Royal, Woolwich..	538	1,450	—	—
Total	136,285	60,901	10,979	

(a) These figures are estimated only, and are in no way to be taken to be official. It must be remembered that in many theatres the barrier between stalls and pit is often moved as occasion may require, which alters not only the seating accommodation, but also the value.

(b) Coronet Theatre and Shakespeare Theatre—Not to be open on Sundays or other days prohibited by license for private gain or by way of trade.

MUSIC HALLS.

There are in all 48 premises in the Administrative County of London where entertainments of a variety character are regularly given. They are all licensed by the Council, 46 being licensed for music and dancing, and the Star for music only. In addition to these 48 premises, there are 4 music-halls for which only provisional licenses for music and dancing are held.

Music halls and theatres of varieties in the Administrative County of London licensed for music and dancing or music only, November, 1909.

Only two of the places in this list are not licensed for music and dancing, viz., the Tivoli and the Star, which are licensed for music only.

Name of Music Hall.	Rateable Value, 6th April, 1910.	Approximate Seating Accommodation.	Special Conditions (if any) Attached to License.
Alhambra	£ 5,000	1,980	Not to be open on Sundays or other days prohibited by license for private gain or by way of trade.
Balham Hippodrome	1,334	1,268	No intoxicants.
Battersea Palace ..	300 ^a	543	—
Camberwell Empire	460	1,044	No intoxicants.
Camberwell Palace	542	1,240	Dancing to be confined to stage.
Camden	167	1,655	No intoxicants.
Canterbury	1,788 ^a	1,616	—
Chelsea Palace	1,334	1,478	No intoxicants.
Collins'	1,313	945	Dancing confined to stage.
Empire	6,225	1,239	—
Empress	459	1,260	No intoxicants.
Euston	1,061	1,134	No intoxicants. Not to be open on Sundays or other days prohibited by license for private gain or by way of trade.
Finsbury Park Empire	—	2,637	No intoxicants.
Foresters'	1,036 ^a	1,040	Dancing to be confined to stage.
Gatti's	500	500	Dancing to be confined to stage. (Provisional license only alterations required by Council)
Granville	500	770	—
Hackney Empire ..	2,015	2,116	No intoxicants.
Hammersmith Palace of Varieties..	1,792 ^a	1,014	Dancing to be confined to stage. (Provisional license only; premises in course of reconstruction).
Holborn Empire ..	2,000	966	—
Holloway Empire..	1,521	1,210	No intoxicants.
Lewisham Hippodrome	—	2,602	No intoxicants. (Provisional license only; premises not yet erected).
London Coliseum	7,000	2,939	No intoxicants.
London Hippodrome	3,125	1,394	No intoxicants.
London	1,250	901	Dancing to be confined to stage.
London Pavilion ..	4,167	1,041	—
Metropolitan	1,668 ^a	1,396	—
Middlesex	667 ^a	1,469	Dancing to be confined to the stage.
New Bedford Palace	667	1,168	—
New Cross Empire.	1,500	1,650	No intoxicants.
New Grand, St.	—	—	—
John's Hill	1,200	1,202	No intoxicants.
Kilburn Empire ..	—	1,590	No intoxicants.
Islington Empire ..	1,167	1,589	No intoxicants.
Oxford	4,375 ^a	1,047	—
Palace, Bow Road.	400 ^a	904	Dancing to be confined to stage.
Palace Theatre ..	5,500	1,157	No intoxicants in auditorium. No promenade.
Paragon	1,084 ^a	1,676	—
Parthenon, Greenwich	375 ^a	750	—
Peckham Hippo.	542	1,231	No intoxicants.
Poplar Hippo.	500	1,844	No intoxicants.
Putney Hippo.	584	1,641	No intoxicants.
Queen's Palace	300 ^a	1,026	Dancing to be confined to stage.
Rotherhithe Hippo.	500	1,484	No intoxicants.
Royal Cambridge ..	514	925	Dancing to be confined to stage.
Royal Standard ..	1,250 ^a	656	—
Sadler's Wells	1,146	1,114	No intoxicants.
Shepherd's Bush Empire	1,250	1,812	No intoxicants. Every precaution to be taken to prevent Rookwood Place being used for carriage traffic.
Shoreditch Olympia	1,100	1,845	No intoxicants.

Name of Music Hall.	Rateable Value, 6th April, 1910.	Approximate Seating Accommodation.	Special Conditions (if any) Attached to License.
South London	£ 1,167	1,303	
Star, Bermondsey	320 ^a	891	Music license only.
Surrey Vaudeville..	1,938	1,700	No intoxicants.
Tivoli	3,334	883	Drinking bars not to be placed in auditorium. Music license only.
Woolwich Hippo...	520	1,680	No intoxicants.
Total	78,457	70,486	

(a) Including assessment of license premises attached.

SUMMARY.

Summary of premises licensed for public entertainment, November, 1909.

This table does not include the Albert Hall, which is outside the licensing jurisdiction of the Lord Chamberlain and the London County Council.

Class of premises.	Licenses granted by the Council.			Licenses for stage-plays granted by Lord Chamberlain.	Total number of licenses.	Total number of premises licensed for public entertainment.
	Music.	Music and Dancing.	Stage-plays.			
Art galleries	—	1	—	—	1	1
Assembly rooms	2	14	1	—	17	15
Drill halls	—	2	—	—	2	2
Electric theatres	—	2	—	—	2	2
Exhibitions	1	5	1	—	7	5
Halls—						
Church mission and parish	25	22	1	—	48	47
Municipal	2	18	—	1	21	20
Other	7	38	2	1	48	45
Hotels	18	16	—	—	34	29
Institutes	3	5	—	1	9	8
Music halls	2	46	—	—	48	48
Polytechnics	5	1	—	—	6	6
Public baths	—	14	—	—	14	14
Public-houses	15	15	—	—	30	29
Restaurants	22	9	—	—	31	31
Schools	4	3	—	—	7	7
Skating rinks	1	4	—	—	5	5
Theatres	—	—	10	39	51 (a)	51 (a)
Total	107	215	15	42	381 (a)	365 (a)

In addition to these 365 premises there are 59 provisionally licensed (20 for music and 39 for music and dancing).

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