

THE RISE OF ACTORS' UNIONS AND ORGANIZATIONS  
IN THE UNITED STATES

by

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#### ABSTRACT

Beginning in 1829 in America, the actors began to form lasting organizations to protect their economic and social position within the theatre. The first permanent organizations were formed for benevolent and social purposes. As control of the American theatre passed from the hands of individual managers, steeped in the traditions of the theatre, to business syndicates whose primary interest in the theatre was as a profit-making industry, the actors found it necessary to form organizations designed to regulate manager-actor obligations. These organizations gradually became increasingly attracted to trade-union tactics (e.g., the strike) and eventually many affiliated with organized labour.

This thesis deals with these two major types of organizations: the benevolent fraternal association and the organizations designed to improve working conditions. The study goes as far as September of 1919 when Actors' Equity Association finally won a contract from the managers which was honoured for the duration of the agreement.

The process behind the founding of the various organizations is quite predictable and simple. Where there was a need, an organization was formed to handle that need. As other problems arose, existing organizations attempted to deal with those as well. When, because of structure or size or membership, the organization could not meet a need, another organization, often replacing an older organization,

was formed to handle the problem. Thus the actors eventually developed a series of organizations with the power and ability to adjust to any new needs which might arise.

During the process of securing an equitable economic standing, the actor was hindered by the fact that he was at the same time an artist working on his craft and a worker labouring at his job. The process of coming to terms with this dichotomy proved a difficult one for actors, management, and the public, and affected literally every labour-oriented action made by the actor.

Research material for this project proved difficult to obtain. Principal sources were the *New York Times*, *New York Daily Mirror*, and original documents sent from the New York Public Library. Various magazines, a Congress report, and biographies proved valuable as well.

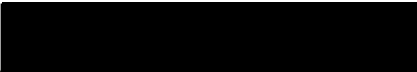
Oddly enough, direct contact with existing organizations did not prove to be as helpful as I had hoped. Most have poor records, and kept no systematic catalogue of any but their most recent dealings.


Finally, this study was complicated by many "facts" from different sources which turned out to completely contradict other "facts" I had found. Wherever I could I checked statements, and when that proved impossible I pointed out the contradiction and often indicated which "fact" is more likely to be true.


The other complication arose because the actors' unions, until their major 1919 strike, were evidently considered by the media to be an interesting and amusing aberration. Thus, while many issues and

clashes between actors and managers are mentioned when they begin,  
very few are covered to their denouement.

Examiners:

  
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## INTRODUCTION

Before the first tangible steps towards a social security system began in North America just before the First World War, the onus for aid in times of unemployment, illness and old age lay primarily with the individual and his family. There were, however, certain public organizations which customarily provided supplementary support for the needy. Principal among these were the public poor institutions, the church, National Benevolent Societies, philanthropic institutions, and worker's protective associations.

Originally the Colonies adopted, in principle at least, the Elizabethan Poor Law. Thus, most towns made some provision for maintenance of the poor, supplying food, clothing, firewood and household essentials if the person involved had been in residence for a statutory period ranging between three months and five years.<sup>1</sup> Most towns boarded out paupers with families, or "contracted" with a resident to take care of the local poor for a stipulated sum.

In England, however, another widespread method of poverty relief was to place the poor in almshouses; while in the Colonies--in the eighteenth century at least--almshouses were established only in a few major cities.<sup>2</sup> The other fundamental difference between English and American poor law practice through the eighteenth century was that in England legacies, endowments and bequests provided substantial funds for the support of the poor, while in the Colonies, private charities

played an insignificant role until the early nineteenth century.

The use of almshouses in America became common in the nineteenth century, however, after parishes and counties loudly complained about rising expenses for poor relief. In 1821, for example, the General Court of Massachusetts appointed a committee, under the chairmanship of Josiah Quincy, to investigate the pauper laws. Among their recommendations was a suggestion that almshouses were the most economical mode of relief.<sup>3</sup>

Similarly in 1823 the New York legislature commissioned the Secretary of State, J. V. N. Yates, to investigate the expense and operation of poor laws. The Yates report, rendered in 1824, also urged the establishment in each county of a "house of employment". Following their reports on pauper laws, New York, Massachusetts, and most states of the Union established almshouses and placed relief applicants in these institutions.<sup>4</sup>

The churches also customarily provided aid to the needy. Their aid, however, was usually limited to the members of their congregation, and assistance was denied those whose moral behaviour was criticized in the parish. The churches financed their charity through offerings at services, and special appeals for funds.

The churches generally frowned upon the theatre as a corrupting influence, and thus helped foster a widespread social bias against the performer. An article in the *New York Daily Times* in 1858 asserts:

Everyone knows what a powerful agent the stage may become for the destruction of morality. We know it by the influence which the drama of *Jack Sheppard* exercised upon the populace of London. We know it by the criminal statistics of all great cities which tell us that, in many cases, the first fountain from which the young thief draws his wicked inspiration is the cheap theatre.<sup>5</sup>

The strength of feeling in the church against the theatre can be judged by a statement released by a Ministerial Union in Chicago in 1868, which declared that "theatres had become schools of licentiousness," that they were the "way to the pit and the broad road to the devil," and that Christian ministers should raise their voices against them.<sup>6</sup> One minister, of unspecified denomination, added that the theatre had become the abomination of Satan; he argued that he knew his ground, having been for many years a *patron* of the theatre, "and he knew more men were ruined and more women by attendance upon the theatre, than were ruined by attendance upon the dramshop and the bawdy-house."<sup>7</sup>

This sort of attack upon the theatre by the church dates back, of course, at least to Tertullian (c. 150 - c. 220 A.D.), who denounced the theatre in his *De Spectaculis*. The point to be made is that the actor, faced with this attitude, was hardly likely to look to the church for charity in his times of illness or unemployment.

A characteristic type of private charity in America was the National Benevolent Society; fraternal orders of various national groups. These benevolent societies set up by and for expatriate ethnic groups in America were organized throughout the eighteenth and nineteenth centuries.

Another major type of private charity was the philanthropic association founded to aid the needy. These tended to focus on groups in special need. In 1787, for example, the Philadelphia Society for Alleviating the Miseries of Public Prisoners was founded, and in 1798 the New York Society for the Relief of Poor Widows with Small Children began service.<sup>8</sup>

As America became increasingly industrialized, workers began to group together in protective associations which served to provide those workers sharing a common experience with a social arrangement, an identity, and a system of social benefits, usually based on eligibility through a system of dues.

The roots of these protective associations can be found in England in the "friendly societies", which date as far back as the late seventeenth century, and in the "orders", which took shape in the second half of the eighteenth century. Both the "orders" and the "friendly societies" evolved from or were inspired by the Freemasons, who can be traced back to medieval times.

Between the Colonial period and the Civil War the Americans imported most of their fraternal associations from Great Britain. Early and successful associations transferred from England included the Free and Accepted Masons and the Oddfellows. After the Civil War many native societies were organized in America, including the Benevolent and Protective Order of Elks in 1868, and the Fraternal Order of Eagles in 1898.<sup>9</sup>

An example of a protective association formed to aid a particular group of workers is the General Theatrical Fund, founded in Philadelphia in 1829.<sup>10</sup> The establishment of this fund marks the beginning of a series of attempts by workers in the North American theatre to band together for self-protection.

Three distinctive types of organization arose to assume responsibility for the welfare of the actor. The first, represented by groups like the General Theatrical Fund and the Actors' Fund, were designed to help the actor in times of need--when unemployed, ill, indigent, or too old to work.

The second, represented by groups like the Lambs and the Friars, were primarily social organizations with secondary philanthropic duties. These social organizations invariably had certain distinguishing characteristics which distinguished them from organizations like the Actors' Fund; in particular they admitted laymen, and their functions were primarily convivial, with fund-raising for various groups being a secondary objective. While the Lambs, Friars, et al., were rarely directly involved in the various efforts by the actors to better their lot, they were important in that they afforded various theatre people a social opportunity to meet, they fostered a feeling of brotherhood amongst actors, and they did provide aid to many theatre charities.

The last, represented by organizations like the Actors' National Protective Union, the White Rats, and Actors' Equity, were labour-oriented groups primarily concerned with improving the actors' working

conditions and protecting the actors' rights. These labour-oriented groups, which normally included convivial and benevolent duties within their charter, are examined as labour organizations within the theatre.

TABLE 1. NAMES AND DATES OF ACTORS' ORGANIZATIONS DISCUSSED

Organization	Date of Formation	Date of Dissolution
General Theatrical Fund	1829	1856
American Dramatic Fund	April 10, 1848	1888 (?)
Actors' Order of Friendship	1849	Active
Theatrical Protective Association	1864	1864 (?)
Actors' Fund of America	1882	Active
Actors' National Protective Union	1894	1916
Actors' Society of America	May 13, 1896	1916
Hebrew Actors' Union	1898	Active
White Rats Actors' Union	1900	1934
White Mice	1901	1901
Comedy Club	1907	1915 (?)
American Actors' Equity	1913	Active
National Vaudeville Artists	1916	1930 (?)
Actors' Fidelity	1919	1929 (?)



## CHAPTER 1

## GENERAL THEATRICAL FUND

In 1829 an organization called the General Theatrical Fund (GTF) was started in Philadelphia with a Mr. Campbell named as trustee.<sup>1</sup> Information on the group is scanty, but as it eventually merged with the American Dramatic Fund it is likely that their means and objectives were roughly similar. Thus the GTF was probably a fund into which members paid dues and out of which members could draw dividends in time of need.

By April 21, 1849, the GTF was faltering.<sup>2</sup> Edwin Forrest, the leading actor in America and one of the principal contributors to the fund, did not want its assets assigned to the newly established American Dramatic Fund, and did not want GTF resources transferred from Philadelphia to New York. Instead Forrest wanted all the money divided among the general membership. Campbell argued that as not all members had complied with every rule in the organization this could not be done.<sup>3</sup>

Despite the fact that by 1855 New York was indisputably the theatrical capital of the country, Forrest continued to resist until 1856, when the transfer was finally effected. The assets of the GTF had, by this time, dwindled to a mere seven hundred dollars.<sup>4</sup>

## CHAPTER 2

## AMERICAN DRAMATIC FUND

The American Dramatic Fund (ADF) attempted to provide its members with a fund upon which they could draw dividends in time of need. The ultimate failure of the fund lay in its charter, which restricted membership too rigidly and did not provide the fund with a firm economic base.

The first meeting of the American Dramatic Fund was held in the summer of 1847 at Windust's on Park Row in New York. The second, at which the charter was drawn up, was held at the Astor House, with an actor, Tom Barry, acting as chairman, and another actor, John Brougham, as secretary.<sup>1</sup>

A handwritten document dated February 7, 1848, currently stored at the New York Public Library, is titled "Original Draft of Rules and Regulations Submitted to the Members of the Profession as Ground Work of the American Dramatic Fund."<sup>2</sup> The constitution was adopted on March 3, 1848, in New York,<sup>3</sup> and the fund became a legal entity when its incorporation was validated by the New York State Legislature on April 10.<sup>4</sup> On April 20 at a meeting at the St. Charles Hotel the organization nominated Edwin Forrest for President--possibly a diplomatic move intended to facilitate merger of the GTF with the new group--but he declined and David C. Cobden was elected in his stead.<sup>5</sup>

The Association's stated purpose was

To raise by subscription from the members thereof, by voluntary donations and bequests from members thereof, by voluntary donations and bequests from members and others--by Public Donors and Theatrical Benefits--a stock or fund for making a provision, by way of annuity, for subscribing Members, and such provision for the Nominees Widows and Orphaned Children of Members and also for Funeral Expenses.<sup>6</sup>

Eligible to be members in the American Dramatic Fund were

. . . all persons who practiced the art of Acting, Singing or Dancing as a means of subsistence in the United States of America or elsewhere, and who have practiced, for a term of not less than three years, in one or more regularly established theatres, and also the Prompter, Leaders of Orchestra, Scene Painters and Master Carpenters. . . .<sup>7</sup>

The exclusion of all non-performers except for leaders of the orchestra and master carpenters, *etc.*, reflects a reluctance by the performer to be identified with the labourers of the theatre (i.e., stage hands) and a corresponding tendency to see themselves first and foremost as artists. This tendency was to hamper the actor in all his attempts to better his lot in the theatre. The decision by the American Dramatic Fund to limit its membership within the theatre on the emotional grounds of status rather than the logical grounds of economic reliability, or even the humanitarian grounds of economic need, contributed to the Fund's demise as it eventually found itself unable to fulfill its membership needs because of the highly restricted membership restrictions.

The ADF was, in essence, a combined fraternal organization and life insurance society for the benefit of performers and other selected theatre personnel with at least three consecutive years of

experience. The annual fees ranged from ten dollars to thirty dollars a member, and a like sum was collected as an initiation fee.<sup>8</sup> The combination of social function and economic protection afforded by the ADF was typical of many such associations of the day.

The first benefit for the ADF was to be held December 21, 1848, at the Park Theatre in Chambers Street, but it burned down on December 16. A benefit, which realized \$1,363.74, was finally held on February 8, 1849, at the Astor Place Opera House and featured Edwin Forrest as Macbeth.<sup>9</sup> The bill read:

The object of the American Dramatic Fund being to establish a Fund, whereby such professors of the Dramatic Art as shall become incapacitated by age, accident, or infirmity, from pursuing their usual avocations, may receive necessary aid. It is earnestly hoped that the favor of your individual<sup>10</sup> interest and support will be extended on that occasion.

After taking over the General Theatrical Fund in 1856 the American Dramatic Fund functioned successfully, albeit subject to its self-imposed limitations. The by-laws of the organization were amended in 1856, perhaps as a result of their merger with the General Theatrical Fund. The handwritten document, complete with emendations, crossed-out sections and inserted words, clearly spells out the working arrangement of the fund.

In summary, the fund was to be administered by a President, five trustees, fifteen directors, a treasurer and a secretary. One of the trustees was to be an actor and a member of the fund, while the other four were to be in no way connected with the theatre.<sup>11</sup>

Members were to pay an initiation fee of:

Under 30	-	\$ 5.00
30 to 40	-	\$ 7.00
50 and older	-	\$10.00

In addition each member was bound to pay 50¢ for a certificate of membership.<sup>12</sup>

Annual fees were based on age:

Under 30	-	\$10.00
30 to 50	-	\$12.00
50 and older	-	\$15.00 <sup>13</sup>

Payments were to be made quarterly, and there was a system of fines for delinquent payment. For late payment on one quarter there was a fine of twenty-five cents; on two quarters fifty cents; on three quarters, one dollar, and on a full year's term the fine equalled one quarterly subscription. If full payment of delinquent fees and of fines was not received within a week after the fourth payment was due, the member lost any claim for benefits. Any member living outside New York was considered a "non-resident" and was given one extra week of grace to pay his overdue fees and fines.<sup>14</sup>

Benefits were paid to any member unable to work who had been in the fund for a minimum of three years and had no outstanding fees or fines. Eligible members were paid ten dollars a week as long as their illness or injury had not been brought on by "improper conduct."<sup>15</sup> Dues were suspended for the period one was collecting benefits.

Members who had been regular contributors for a minimum of three years, and had reached the age of sixty (if male) or fifty-five (if female), were eligible for a five hundred dollars per year annuity if for reasons of health or injury they were unable to work. Members collecting annuities were ineligible for any other fund benefits aside from funeral expenses up to fifty dollars.<sup>16</sup>

Under certain circumstances the amount paid as annuity could be adjusted. There was to be a minimum fixed invested capital of twenty thousand dollars in the fund at all times. If the amount of money left over after excluding the "reserve" fund of twenty thousand dollars was too low to allow payments of five hundred dollars to each of the annuitant claimants, then the available money--less an emergency fund of five hundred dollars--was to be divided among claimants and would count as payment in full.<sup>17</sup>

In case of death the fund had certain obligations to the member's family. Benefits to be paid were:

Widows without children	\$100 a year
Widows with one child	\$120 a year
Widows with two children	\$140 a year
Widows with 3 or more children under 14 years old	\$150 a year

Orphaned children were to be placed under responsible care and the benefits were to be paid to the guardian. The fund was responsible to see that the child attended public school and learned a trade.<sup>18</sup>

In 1867<sup>19</sup> the fund released a report (Table 2) showing the financial workings of the association over its first nineteen years of existence.<sup>20</sup>

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TABLE 2. RECEIPTS AND EXPENDITURES OF AMERICAN DRAMATIC FUND  
1847-1867

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## Receipts

Subscriptions	\$ 51,779.18
Fines	1,103.70
Benefits	16,886.24
Initiations	3,668.75
Interests	28,031.87
Certificates	263.50
Donations	10,129.61
Dinner Fund	4,298.51
Ball	<u>931.70</u>
TOTAL	\$117,093.06

## Expenditures

Cypress Hills Cemetery	\$ 713.50
Treasurer's Account	1,272.28
Stock	40,036.01
Premium on Stock	59.62
New York Bay Cemetery	100.00
Expense Account	7,138.93
Widow's Allowance	6,778.98
Funerals	1,250.00
Salaries	10,857.49
Sick Alimentary	16,218.21
Annuity Account	<u>32,668.19</u>
TOTAL	\$117,093.06

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The receipts show that over 25 percent of funds, \$32,246.06 in total, were received from various benefits and private donations. This indicates a heavy reliance--surely too heavy--upon unsure resources to meet the financial demands of the fund which naturally increase as members get older and begin to draw their dividends.

Thus, if there were insufficient interest or means to hold benefit balls or dinners, as was to be the case between 1874 and 1888,<sup>21</sup> the fund would have insufficient income to cover its responsibilities. Clearly, then, the ADF was founded on an insecure financial basis in that it assumed a certain income from benefits and donations and further assumed a steady influx of new paying members. When neither of these assumptions was realized the financial structure of the fund became top-heavy, and the association rapidly failed.

Despite its insecure financial basis the ADF did run successfully for the first nineteen years from 1847 to 1866. Accordingly it seems likely that there was a change of conditions within the theatre after 1866 which precipitated the failure of the organization. The assumption, after all, that recruitment would keep pace with retirement was reasonable enough assuming that all conditions remained unchanged; likewise in the initial enthusiasm associated with the beginning of a new venture it doubtless seemed reasonable that funds from benefits, dinners, etc., would continue at a steady rate. Reports from the ADF from 1868 on, however, show that the fund failed to meet the challenge of successfully adapting to new conditions and thus rendered itself obsolete.

A study of Table 3, which covers the reported years between 1867 and 1888 gives an admittedly sketchy, but nonetheless interesting, indication of the flagging financial condition of the fund. It vividly chronicles the rapidly dwindling resources of the organization and indicates that the primary cause of the financial collapse of the

ADF was that as the number of claimants rose there was no corresponding increase in paying members--instead, the number of paying members rapidly dropped. In short, then, the fund died of old age. The decisions made at the 1868 annual meeting afford a clue as to why the fund ceased to attract new members.

The annual meeting of the American Dramatic Fund Association on May 11, 1868, presided over by William Davidge, moved to amend the constitution.<sup>22</sup>

The rules changed included Rule Eight, which stipulated the terms of admission to membership and the amounts payable as dues. Fifteen dollars was added to the admission fee and to the annual dues. This increase, which raised both admission fee and annual dues from a range of ten dollars to thirty dollars to a range of twenty-five dollars to forty-five dollars, was called for "as a matter of simple justice to long-time members."<sup>23</sup> The group claimed that as the society was now firmly established and had built up a substantial fund, its benefits, present and prospective, would be worth the increased rate of assessment to new members.

Rule Nineteen was amended to preclude widows of members who marry when over fifty years of age from any annuity or other allowance.

Rule Twenty-three was amended so that in future the claimants would be exempt from the payment of dues except in cases where they would be recipients of allowance on account of temporary illness. Previously claimants had to pay from the amount paid them the annual dues as if they were active members. This was at all times a heavy

TABLE 3. RECEIPTS AND EXPENDITURES OF AMERICAN DRAMATIC FUND 1867-1888<sup>a</sup>

	Receipts	Expenditures	Balance	Number of Members	Claimants	Total Capital Invested	Total Expenditure
May 13, 1867							
May 11, 1868 <sup>b</sup>	\$5,123.39	\$4,796.54	+\$ 326.85	139	55	\$41,575.60	\$53,417.06
May 7, 1871	5,857.10	4,801.88	+ 1,055.22		45	40,036.01	56,915.18
May 13, 1872	4,925.45	5,088.06	- 162.61			50,000.00	
May 12, 1873	4,917.01	4,805.35 <sup>c</sup>	+ 111.66	92	60	51,147.27	
May 11, 1874	5,105.51					51,700.27	
May 11, 1875						51,268.82	77,728.00
May 8, 1876	4,647.00	4,530.00	+ 117.00			51,286.83	80,692.42
May 15, 1877						51,418.83	84,044.18
May 13, 1878				53			
May 12, 1879 <sup>e</sup>	3,872.73	4,182.53	- 309.80	50	69	53,940.73 <sup>d</sup>	89,689.71
May 20, 1880	3,195.90 <sup>f</sup>	3,355.82	- 159.92	45	75	51,860.85	94,485.98
Jul 12, 1882				95 <sup>g</sup>	113	52,210.95	
May 25, 1883	3,334.65	3,300.85	+ 33.80	41 <sup>h</sup>	71	52,558.82	
Mar 11, 1888	2,559.08			87 <sup>i</sup>		52,553.00	

<sup>a</sup>All figures are taken from *New York Times* annual ADF reports given on date stated in tables.

<sup>b</sup>A report on June 13, 1868, gives a figure of \$41,738.63 as the total capital invested, and claims 189 subscribing members, and 57 claimants.

<sup>c</sup>\$1,037.00 donated by S. L. M. Barlow and Augustus Schell to be distributed to destitute members was not included in this amount.

<sup>d</sup>The annual report for 1878 also listed:

Profits from benefit ball and dinners 1847-1878	-	\$30,305.44
Gifts from 1847-1878	-	14,914.21
Dues from subscribing members 1847-1878	-	62,443.83

<sup>e</sup>The annual report breaks down assets as follows:

Subscriptions	-	\$ 591.00
Fines	-	13.25
Interest on invested capital	-	2,982.40
Widow's allowance (returned)	-	6.08
Total	-	\$3,592.73

A separate donation - \$500.00 from Mrs. A. T. Stewart.

<sup>f</sup>The receipts and assets listed for 1880 are only for the first four months of the year.

<sup>g</sup>This number doubtless includes associate non-paying members. It probably reflects an attempt by the ADF to impress the newly formed AF.

<sup>h</sup>The annual report lists 41 paying members; but claims a total membership of 112, broken down into 91 associate members and 21 widows.

<sup>i</sup>This number, no doubt, includes non-paying associate members.

tax, but would now be heavier if unrepealed, owing to the increase in assessments.<sup>24</sup>

The effect of these changes was to create a situation where long-time members would have preferred status within the organization, presumably because they had contributed more money to the fund than new members. One must remember, however, that long-time members had also for the full term of their membership been eligible for fund benefits. As with any insurance arrangement, the members had been paying premiums against a possibility--in this case the possibility that if they were to be incapacitated for work they could receive benefits from the American Dramatic Fund. Now the longer-term members were to get preferred status in that new members were to pay inflated rates for reduced benefits. The immediate effect was to make the organization less appealing to any prospective members.

In all fairness, however, it seems that the fund held little appeal to prospective members even before the amendments to the constitution were made as there had been no new members recruited since 1863.<sup>25</sup> It is difficult to determine exactly what conditions--if any--killed interest in the fund by any prospective members. It could have been a simple lack of marketing aggressiveness on the part of fund officials, or perhaps there were more appealing insurance funds available to the general public. Whatever the cause, the problems were doubtless exacerbated by the turmoil and uncertainty brought about by the Civil War (1861-1865).

A change in theatre practice after 1870 made it even more difficult for the ADF to attract new members. From the inception of the fund in 1848 until about 1870 most theatres in America had resident companies. Beginning in 1870, however, touring companies rapidly undermined the resident company system. With fewer resident companies there were fewer resident actors to take an active and continuing interest in the fund.

In 1873 the fund had ninety-two members, and had not signed a single new member in the last ten years. The age span of the present members was markedly advanced.

Between	30-40	8
	40-50	31
	50-60	39
	60-70	16
	72	1
	Unknown	526

By 1878 the number of paying members had dropped to 53. Since the inception of the fund in 1848, 294 members had been ruled out for non-payment of dues.<sup>27</sup> Many had no doubt voluntarily dropped out as they realized that they were putting their money into a low-yield organization.

In a disclosure which might be seen as a subtle form of advertising by an organization which desperately needed new members, it was reported that one member who paid in \$243.27 was now a recipient and had received \$3,204.94, and many other members had received from \$1,352.00 to \$3,047.64.<sup>28</sup>

However, another situation, probably more typical, was outlined in an article in 1874 called "Actors and Charity," which reported that, according to John Brougham, the ADF was able to allow the legal claimants on its fund \$1.25 per week.<sup>29</sup> The original aim of the fund was to pay their claimants \$10 a week.<sup>30</sup> The article goes on to caution performers:

This fact alone ought to be sufficient to impress upon the poorer members of the dramatic profession the necessity of prudence, and upon the richer ones the timeliness of devising some sensible method for the assistance of their unfortunate brethren.<sup>32</sup>

By 1879 the annual report refers to "the poverty of the association"<sup>32a</sup> which is blamed on the apathy of potential members--i.e., their unwillingness to jump on a sinking ship. In 1880 Mr. Harrisen, Secretary and Treasurer of the fund, desperately urged that some measures be taken to increase the income of the association as the number of claimants was large and rapidly increasing.<sup>33</sup>

A further blow to the finances of the ADF came in 1879 when their accrued capital, which had been invested in six per cent United States bonds was reinvested in New York City stock at five per cent interest and stock in the Lehigh Coal and Navigation Company in Philadelphia after the United States Treasury called in all their bonds.<sup>34</sup>

On August 2, 1881 a motion was inaugurated by George Becks to change Rule Two of the by-laws so as to exclude the widows of future members from any participation in the benefits of the fund.

Becks said,

We have today eighteen widows on our list, and it is not right that the fund should be taxed to support them. An actor pays a yearly subscription for the benefit of himself in his old age. He takes what we can give him, dies, and is buried at the

expense of the fund, and leaves us a widow to support for whom he has never paid one cent. This is unjust to the fund, and I have no doubt that we shall succeed in changing the rule at our next meeting. Of course, the change will not apply to the widows of our present members, but only to such members as may join us in the association hereafter. Up to 1875 the fund had paid out \$11,580.58 to the widows of actors, and it seems to me that this sum might have been expended much more judiciously.<sup>35</sup>

The call for change was signed by at least seven directors of the fund and other members. The move was essentially an effort by current members to make sure that their already meagre resources would not be further decreased by extending full privileges to new members. Becks' peevish complaints about the injudicious use of money to provide past members' widows with annuities were unfounded as the original purpose of the fund was, among other things, to provide "such provision for the Nominees Widows and Orphaned Children of Members. . . ." <sup>36</sup>

The change in the by-law effectively sealed the fate of the ADF. Over the last twenty years prospective members had been faced with the decision of whether or not to join an unpromising association, but now prospective members were faced with the situation of being asked to pay recently-raised rates for the privilege of joining a rapidly failing organization as second-rate members! Perhaps it made no difference as there were only two new members taken in between 1868 and 1883. There was, amazingly, one new member--we can safely assume that he was not an accountant--recruited sometime between 1883 and 1888. <sup>37</sup>

The final blow to the ADF came with the incorporation of the Actors' Fund on June 8, 1882. The new organization was "voluntarily to care for and relieve, aid and benefit the condition of destitute persons belonging to or connected with the theatrical profession . . . and of their families in need, sick or destitute. . . ." <sup>38</sup> This effectively made the ADF a redundant organization.

Nonetheless on July 18, 1882 the officers of the ADF put up a brave front and claimed that the recent organization of the Actors' Fund (AF) would not tend to decrease the prosperity of their association. <sup>39</sup>

By 1888, however, an article reported that the ADF was to go out of existence as "few new members are being enrolled, [i.e., one in the last five years] while the list of annuitants is becoming day by day larger." <sup>40</sup> The executive proposed that the eighty-seven members of the fund including subscribers, widows and beneficiaries should divide among themselves \$52,553 held in money and securities.

The age-span of those reported by the fund speaks well for the longevity of the actor but certainly indicates why the fund was on the wane.

Over 90	-	1
80	-	10
70	-	21
60	-	17

The article ends with notice that "A. M. Palmer advocates the amalgamation of the association with the Actors' Fund instead of

dissolution and distribution of the moneys among the members."<sup>41</sup>

On September 13, 1888, a petition for dissolution of the ADF was held at Superior Court. Representatives of the Fund claimed that since the incorporation, changes in the methods of conducting dramatic companies "had made resident members too few to properly conduct the business of the association."<sup>42</sup> They complained that whereas in 1848 nearly all theatres had stock companies, now only five had stock companies and thus resident actors. With a decreasing number of contributing members and a probable increase in applications for aid, the already modest benefit payments would become so small as to be useless. The amounts paid to annuitants for the year ending March, 1887, in no case exceeded \$82.40 to any one applicant.<sup>43</sup>

This complaint by fund representatives is true but misleading. The number of resident companies did drop rapidly, but only after 1870. Even before 1870, however, when resident companies were the standard practice, the ADF could not attract new members. Between 1863 and 1870, for example, not a single new member was installed.<sup>44</sup> Thus, while the drop in resident companies doubtless contributed to the demise of the fund, the chief cause of failure still seems to be an insecure financial basis which made the fund unattractive to potential members.

As further evidence of the moribund nature of the fund for the past several years they were unable to hold regular monthly meetings as quorums could not be obtained. Receipts in the last decade had fallen off 60 percent to the point where their income in 1888 was only \$2,559.88.<sup>45</sup> No benefit balls or dinners, etc., had been given in

fourteen years.<sup>46</sup> This sorry state of affairs led what was variously reported as 70 of 72 members,<sup>47</sup> or 72 of 78 members,<sup>48</sup> to call for dissolution of the fund. The only dissenters named were J. H. McVicker and Shields Howard.<sup>49</sup>

Dittenhoefer, representing the Actors' Fund, appeared before the court and argued that the ADF should consolidate with the newer organization, merging its money and members. He pointed out that the Actors' Fund constitution specifically empowered consolidation of the two organizations.<sup>50</sup>

The court reserved decision, and on November 27, 1888, the referee reported that he favoured dissolution.<sup>51</sup>

Evidently the dissolution was carried out as on February 14, 1890, the *New York Times* reported that Edward G. Black, receiver of the American Dramatic Fund, had sold by auction the fund's dramatic relics.<sup>52</sup>

The problems of the American Dramatic Fund which eventually caused its gradual disintegration, were based on the instability of the theatre as a business. The fund, in its role as an "insurance company" depended on the regularity with which its ordinary members paid their quarterly subscriptions. While some revenue was obtained from benefits, donations and bequests, etc., the major income was derived from what would now be called "insurance premiums". Ironically, those most likely to need assistance were those most often "in default" and thus ineligible to receive any benefit from the ADF.<sup>53</sup> This doubtless served to build the fund's assets, but did not

"serve" the needs of the defaulting claimant.

The fund failed to maintain sufficient income to cover its ever-increasing expenditures. It either needed an influx of funds from regular benefits and donations or, more realistically, a consistent source of revenue from a large membership. The rules and by-laws of the fund, however, particularly as amended, were not designed to attract new members, and as fewer and fewer members supported an ever-increasing number of beneficiaries the fund simply became economically unworkable.

Perhaps if the fund had not restricted its membership so severely in their original charter, or if the members had amended the membership criteria once they realized the fund was failing, then the American Dramatic Fund might have been saved through the economic input of new members. The fund, however, did quite the opposite and made its already bleak benefits all the more unattractive to potential members. The result is obvious.

The lessons to be learned by the failure of the American Dramatic Fund were clear: any fund, to be successful, needed a dependable income; and the best way to ensure a dependable income was to win the support and favour of as large a group as possible. As we shall see, the Actors' Fund applied these lessons and as a result prospered as an efficient, thriving organization.

## CHAPTER 3

## THE ACTORS' FUND OF AMERICA

With the establishment of the Actors' Fund of America in 1882, the theatre began to reap the benefits of an organization dedicated to helping the needy of the theatre. The success and support of the Actors' Fund were made possible by a charter which ensured benefits to, and enlisted aid from, literally all theatre personnel, and by aggressive and creative management policy which maintained interest in the fund and adapted the fund's policies to changing business practices within the theatre.

As early as 1874 an article in the *New York Times* suggested that the actors, who "have always done benefits for other needy groups,"<sup>1</sup> should do something for themselves. After establishing the poor financial condition of the American Dramatic Fund, the article went on to suggest that,

A series of performances in New York, Boston and Philadelphia, would certainly be the means of placing the ADF in a state of practical usefulness. Not only might this be done, but a sum of money would be realized sufficient to save from privation; [*sic*] the many distressed actors who are at this moment, and will be a few months hence, in sore need of such benevolence.<sup>2</sup>

Albert Palmer, who eventually served as President of the Actors' Fund, established a "Poor Fund" at his Union Square Stock Company in 1878.<sup>3</sup> Interest in this venture led to the intense activity which preceded the formal organization of the Actors' Fund.

As early as 1880, Harrison Grey Fiske, editor of the *New York Daily Mirror*, lobbied for the creation of an actors' fund. Fiske particularly objected to the fact that the theatre held benefits for every conceivable cause while at the same time the profession did little or nothing to relieve the distress of those within their own ranks.<sup>4</sup> On February 14, 1880, the *Mirror* became very specific about a "Sinking Fund" for the theatre; "to be managed by an executive here in New York for the prompt relief of actors in distress and for the prompt remedy of any wrongs from which professionals may suffer."<sup>5</sup> The proposal was to raise needed money by giving one benefit a year at each theatre. In an obvious slap at the American Dramatic Fund the article goes on, "We ask for it no money contributions, no monthly dues, no initiation fees, nothing but the proceeds of an annual benefit to be given at every theatre in the United States."<sup>6</sup>

In 1881 Edwin Booth offered \$10,000 to Fiske so that Fiske, a major stockholder in the *New York Daily Mirror*, could buy the remainder of stock in the newspaper.<sup>7</sup> Subsequently Fiske's first act as sole proprietor of the newspaper was to launch a concerted campaign for an American equivalent of England's Actors Benevolent Fund. A typical article from January 28, 1882, for example, is called, "Who Will Start the Actors' Fund?"<sup>8</sup>

On February 4, 1882, the idea began to take concrete shape. Fanny Davenport, an actress who was a close friend to Fiske, had a letter published by the *Mirror* in which she volunteered her services for a benefit performance to start an actors' fund. The *Mirror*

recommended that A. M. Palmer take the lead for the managers as Fanny Davenport had for the performers.<sup>9</sup>

In that same issue the *Mirror* reported:

True, also, that there is a Dramatic Fund, which probably does good by stealth and blushes to find itself fame [*sic*] so little do we hear about it. But the Dramatic Fund only helps its own members like the Elks, Odd Fellows and the Masons and other admirable institutions.<sup>10</sup>

The *Mirror*, reluctant to have the fund appear as a threat to any established organizations, went on, "We do not intend that the Actors' Fund shall supersede any of these societies but that it shall supplement them."<sup>11</sup>

On February 11, 1882, the *Mirror* announced that J. K. Emmett promised a benefit for the Actors' Fund when he played New Orleans. At that point the paper proposed that A. M. Palmer be appointed honorary treasurer with the power to distribute relief, loans, or donations to the distressed. They further proposed a board of trustees to supervise proper investment of the fund and to certify Palmer's account quarterly, and suggested that managers Lester Wallack and Henry E. Abbey be named trustees, Reverend Dr. Houghton represent the clergy, Leon Abbott the legal profession, and Mayor Wickett the general public. They declared that these names would stand unless there was significant dissent.<sup>12</sup>

On March 4, 1882, in an editorial, the *Mirror* announced that the managers in New York City had, at a meeting called by Albert Palmer, agreed to give benefits for the fund.<sup>13</sup> The meeting, chaired by Lester Wallack, decided to fix April 3 as the day for the benefits.<sup>14</sup>

Haverly's 14th Street Theatre, however, announced that M. B. Curtis, starring in a piece called *Sam'l of Posen*, would donate the proceeds of his March 13 performance to the fund,<sup>15</sup> and thus this performance was the first Actors' Fund benefit.

On March 14, 1882, the *Mirror* published a telegram from Edwin Booth which read, "I accept the trusteeship, and you may use my name in any way to benefit the actor's fund."<sup>16</sup> This endorsement, from one of America's most respected performers, made it clear both to the theatre-people and the public that this was a serious and trustworthy attempt to create a viable, responsible organization. On the same day it was announced that Lester Wallack had been elected President and A. M. Palmer elected Treasurer.<sup>17</sup> The permanent election on July 15, 1882, confirmed Wallack's position, elected A. M. Palmer as Vice-President, Daniel Frohman as Secretary and Theodore Moss as Treasurer.<sup>18</sup>

The paper also printed numerous communications from stars and managers outside New York offering to play benefits for the fund, and printed a resolution adopted by the managers of eighteen New York theatres which officially adopted the designation "Actors' Fund", and outlined those principles which were later embodied in the formal articles of incorporation.

The theatrical managers of New York carried out their resolution and established April 3, 1882 as Actors' Fund day. By April 18 revenue for the special benefits and individual donations collected by the acting treasurer totalled \$34,596.30.<sup>19</sup> The proceeds were to be devoted

without reservation, to the relief of destitute persons who have ever been employed for a reasonable length of time, either as managers, actors, minstrels, variety performers, dancers, singers, musical directors, musicians, operatic artists, treasurers, scenic artists, stage carpenters, property men, gasmen, (etc).<sup>20</sup>

Henry Irving endorsed the project from London and accepted the *Mirror's* suggestion that he be 'Honorary Trustee for England'.<sup>21</sup> This support from the highly respected actor-manager doubtless gave the fledgling organization much-needed integrity and standing.

On Tuesday, April 3, 1882, in the Union Square Theatre, there was a meeting of the New York and Brooklyn managers at which plans for the permanent organization of the fund under the laws of the state were discussed. A committee including A. M. Palmer, W. E. Sinn, Edward Harrigan, Daniel Frohman, and John F. Poole was appointed to try to bring about a consolidation of the new entity with the old American Dramatic Fund.<sup>22</sup>

On May 11, 1882, the appointed committee reported that the American Dramatic Fund directors objected to any consolidation.<sup>23</sup> The ADF, which had \$52,210.95 of capital invested in 1882, and claimed a membership of ninety-five,<sup>24</sup> doubtless felt that consolidation would not be to their advantage as their accrued capital would sink into the common capital of the Actors' Fund, and their members would have no special or specific claim upon any moneys after merger.

By June 8, 1882, the Act of Incorporation, drafted by A. J. Dittenhoefer, had been passed into law by the New York State Legislature.<sup>25</sup> On July 15, 1882, the first official annual meeting of

the Actors' Fund was held at Wallack's Theatre. Mr. William Henderson presided and permanent officers were elected to serve for what remained of the year: President, Lester Wallack; Vice-President, A. M. Palmer; Secretary, Daniel Frohman; Treasurer, Theodore Moss.<sup>26</sup>

The top three positions in this first executive were filled by managers active in New York. Initial trustees were, according to the Act of Incorporation, the first seventeen incorporators named in the bill:<sup>27</sup>

Lester Wallack	Albert M. Palmer
Edwin Booth	Edward Harrigan
Henry E. Abbey	William Henderson
Joseph Jefferson	John F. Poole
Marshall Mallory	Phineas T. Barnum
Lawrence Barrett	William J. Florence
Harry Miner	Frank Chanfrau
William E. Sinn	Bartley Campbell
Samuel Colville	

On July 18, 1882, the trustees appointed a temporary executive committee which included H. C. Miner, Edward Harrigan, John F. Poole, M. H. Mallory, and William Henderson.<sup>28</sup>

The second meeting of the association was held at Wallack's Theatre on September 14, 1882.<sup>29</sup> The by-laws of the association were adopted, the temporary executive committee was made permanent, and because Frank Chanfrau, Bartley Campbell and Samuel Colville had declined to serve as trustees, William Birch, Joseph K. Emmett, and J. H. Haverley were named in their places.<sup>30</sup> The amount credited to the fund, \$36,372.37 was reported as invested and drawing interest at 5 percent.<sup>31</sup> Thus the legal organization of the Actors' Fund of

America was completed.

The incorporation act allowed the Actors' Fund of America to "receive and raise money by subscriptions, donations, bequests, by dues, by theatrical benefits, fairs and festivals",<sup>32</sup> or by any other means eventually provided for in the by-laws and regulations of the corporation. All moneys received were to be used to

. . . voluntarily care for and aid and benefit the condition of destitute persons belonging to or connected with the theatrical profession, as members of the theatrical profession are hereinafter defined, and of their families in need, sick or destitute, and of the destitute families of deceased persons belonging to or connected with the theatrical profession. . . .<sup>33</sup>

The "members of the theatrical profession" were to include

. . . all persons who have pursued the profession of and/or have earned their livelihood by managing, acting, singing, dancing or otherwise performing on the dramatic, musical, vaudeville or burlesque stage, and in circuses, as manager, actor or artist, for such a period of time in each instance, and also all other cases of persons in any way connected with the dramatic profession as, in the sole and unrestricted judgment and discretion of the board of trustees of this corporation, shall entitle them to such designation as members of the theatrical profession.<sup>34</sup>

The by-laws of the organization, which specifically provide a method for putting into action the articles of incorporation, provide that members of the association must pay two dollars a year dues to maintain their name on the membership roll and to acquire the right to vote on association issues,<sup>35</sup> while a fifty-dollar payment by an eligible applicant admitted him as a life member.<sup>36</sup> Thus a non-member (i.e., one who had not paid his dues) was eligible to receive benefits but was not eligible to vote on association issues.

Under Albert M. Palmer, who became president of the fund in 1885, the character of the organization was truly established and certain enduring policies were firmly fixed. He saw the fund as a potential means for furthering theatre as a respectable cultural element in the life of the community, and as a catalyst for integrating theatre with the social, political and economic aspects of the community;<sup>37</sup> in other words, as a valuable and convenient means for ensuring that powerful people in society were in some way allied with the interests of the theatre.

One of the first things Palmer did was to create "honorary memberships". Grover Cleveland, John Jacob Astor, and James Gordon Bennett thereby became publicly identified with the Actors' Fund and, by extension, endorsed theatre itself as a wholesome element in the community.<sup>38</sup> Mayor William R. Grace, Edward E. Loew, Robert Nooney, and Adolph L. Sanger, all of whom sat on the Board of Estimate and Apportionment, were also elected to honorary memberships in the fund.<sup>39</sup> Palmer used his theatre-as-culture concept to encourage participation in the fund by "outsiders", and at the same time gained prestige and public attention for the organization by associating it with influential people. In effect, then, Palmer carried on the attempt to gain respectability for the theatre.

In 1886 the fund made its first capital expenditure with the acquisition of a burial ground in Brooklyn for \$3,600.<sup>40</sup> The incorporation act of the fund specifies that the organization should

. . . voluntarily defray, in part or in whole, the funeral and burial expenses of such destitute persons belonging to or connected with the theatrical profession, as hereinafter defined, and to provide the burial places as in the sole and unrestricted judgement and discretion of the board of trustees, shall be advisable, proper or necessary.<sup>41</sup>

This may seem an odd priority but it accurately reflects a unique problem facing the actor. Many people had to run away from home or otherwise break family ties to pursue a theatrical career. This situation, along with the common use of stage names, tended to obscure family identity. Thus, when someone in the theatre died, very often there was no family to claim the body and arrange burial, with the result that many actors were buried in a pauper's grave. In the two years before establishment of the Actors' Fund the newspapers and trade journals dramatized many cases of theatre people dying alone and impoverished, and implied that the theatrical fraternity had a specific responsibility to take care of their own. An article in the *New York Times* in 1875 asked:

Is it not a crying shame, and a disgrace to the liberal and enlightened age in which it is our boat [*sic*] to live, that, when gentlemen of birth and education find it necessary to adopt the stage as their profession, they should also find it necessary to change their names, as if they were doing something of which society thinks they ought to be ashamed.<sup>42</sup>

Palmer could see that the fund was not going to be adequately sustained solely by income from membership dues, donations and benefits. The annual dues of two dollars were modest, yet by June, 1885, twelve to fifteen thousand professionals working in the field had become members of the fund.<sup>43</sup> Benefit performances were not always successful and could not be counted upon for a steady flow of funds.

The fund resolutely dismissed suggestions that assistance be given only to members, with a concomitant upward revision of dues to generate sufficient income to meet the demands of members only. In 1884 at the third annual meeting, for example, acting chairman Louis Aldrich suggested that 5 percent of an actor's third, twentieth, and thirtieth week of work should be collected as dues, and that the manager should contribute a sum equal to the total his company had paid. If the actor did not pay the required amount then he was to be ineligible to collect any benefits. The suggestion was recommended to be added to the constitution, but was rejected in committee.<sup>44</sup> The American Dramatic Fund had fallen into that pitfall and the Actors' Fund was determined not to repeat their mistake.

In January of 1885 the *Times* reported that the fund was looking into getting some of the moneys received by the city for theatrical licenses. New York's City Treasury funded the Society for the Reformation of Juvenile Delinquents, partially through licensing fees which managers had, since 1872,<sup>46</sup> paid for the privilege of operating their theatres. Each playhouse in Manhattan and Brooklyn paid a licensing fee of five hundred dollars. Theatre owners had made several unsuccessful attempts to have the law abolished. Palmer found the arrangement particularly objectionable as it ran against his concept of the theatre's rightful place in society as a cultural element, and because he believed the law was discriminatory and the fees exorbitant. The reformation society, to which the theatre license fees were turned over, had persuaded the state legislature, and the New York and Brooklyn

Boards of Aldermen, that theatre was a major cause of juvenile delinquency and thus the fees were justified.<sup>47</sup>

Palmer was able to get 50 percent of the theatre licensing revenues allocated to the Actors' Fund. This gave the theatre a steady revenue upon which it could depend. Palmer's success in persuading the state legislature and city aldermen to agree to at least a division of the theatre licensing fees countered the idea that the theatre was inherently immoral and, more to the point, provided the fund with a constant and reliable source of revenue.

As the Actors' Fund became pre-eminent among theatrical charities, arguments arose as to whether the fund could rightfully assist theatre workers who were not actors. Palmer, however, held that all theatre workers should be eligible for assistance. The charter provided that there should be no limitation which restricted the fund from granting aid to non-actors and stated that the power to define who are "members of the theatrical profession" lay solely in the "unrestricted judgement and discretion of the board of trustees."<sup>48</sup>

Under the provisions of its charter the objectives of the fund included the duty

. . . to advance, promote, foster, and benefit the condition and welfare, physical as well as intellectual, of the members of said corporation, and of other persons belonging to the Theatrical profession and their families, in such a way and manner, and at such time or times as may be provided in the by-laws and regulations of said corporation.<sup>49</sup>

Towards this end a reading-room was established in the fund's headquarters,<sup>50</sup> an actors' exchange was set up where information as to

job opportunities was posted, and a Ladies Hospital Committee was activated.<sup>51</sup>

To help serve the actors' needs, the board was given discretionary powers to aid unemployed actors as well as the sick and disabled. A case in point was reported where an actress, Ellen Cummins, who was reported as literally starving, was given five dollars a week for five weeks.<sup>52</sup> This discretionary power potentially put the Actors' Fund into the position of acting as an unemployment insurance agency. The fund, however, made a practice of granting aid to unemployed actors only in cases of extreme want. Without regulated compulsory contributions from all working actors the fund did not have anything near the resources needed to guarantee an income to the unemployed actors.

In 1892 the annual meeting discussed the question of rescuing whole companies that were left stranded on tour. This issue had been periodically discussed at fund meetings from as early as 1883.<sup>53</sup> The official response in 1892 was,

While the fund might agitate [for] reformation of the state law in such a way as to make it possible to get hold of men who deceive actors and actresses by false representations as to their reliability and responsibility, and take them on the road . . . as the fund laws are at present constituted they prescribe that we shall confine our relief to those who are sick and to the burying of the dead.<sup>54</sup>

Apparently the fund, governed as it was by a group including not only actors but a group of responsible managers as well, was not eager to be put in the embarrassing position of having to "bail out" irresponsible members of the managerial fraternity.

This situation clearly demonstrates the limitations within which the Actors' Fund was forced to operate in accordance with the very clearly delineated aims and rules as set out in the act of incorporation and the by-laws. A situation such as the one described at the 1892 annual meeting would make manifest to members areas of importance in which the Actors' Fund was not designed to operate, but which should be confronted by some organization of actors.

In 1893 the Aldrich Percentage Plan was introduced. Henceforth any benefit performance played for any organization other than the Actors' Fund in the United States had to turn over 25 percent to the fund.<sup>55</sup> The plan failed because the organizers of the majority of benefits received special dispensation from the fund because of "extenuating circumstances"--i.e., a worthy cause desperate for funding. The original support of the Aldrich Plan, however, paved the way towards actor and public acceptance of two ideas: the preferred claim on actors' unpaid services by the Actors' Fund, and the concept of theatre authority.

In 1900 the Actors' Fund lost the revenue they had been receiving from New York City from the theatre license moneys. Van Wyck, mayor of New York, was the first man to hold that office under the Charter of Greater New York; that is, since the five boroughs were amalgamated as one entity. Under his powers of "home rule" Van Wyck repealed legislation which had made it mandatory for the city to give a clear half of theatre licensing revenue to the Actors' Fund.<sup>56</sup> Without this revenue the fund once again was forced to rely upon dues,

benefits and bequests for their income.

In 1904 Daniel Frohman, the newly elected President of the fund, attempted to strengthen the fragile economic base of the organization by establishing a category of membership designated as "associate". This enabled those who did not qualify as "honorary" to join the fund notwithstanding their lack of professional credentials.<sup>57</sup> They paid the same dues as the regular members, whether on an annual or life basis. This led to many bequests and donations from people outside the profession.

In an article in *The Theatre Magazine* in 1904 some of the financial problems of the fund are chronicled.

The proverbial carelessness of the average player as regards the future is strikingly shown by the indifferent attitude of the profession, as a body, to that most worthy charity, the Actors' Fund. Although the Fund is ready and willing--nay, must by its charter--succor or bury any destitute actor among the 26,000 players in the United States, only 700 have shown themselves willing to contribute the \$2.00 which is the small annual membership fee. But members or not, the Fund cares for the sick and buries the dead. Various schemes have been proposed to augment the revenue of the Fund, which is supported solely by voluntary gifts and benefits, but all have proved failures. The only solution would be for the managers to agree not to engage an actor unless he was a member of the Fund.<sup>58</sup>

At the Actors' Fund annual meeting of 1909 the Vice-President, Joseph Grismer, advanced the proposal that the Actors' Society be consolidated with the fund. Thomas A. Wise, president of the Actors' Society, promised that the proposal would "receive profound consideration from the officers of the Actors' Society."<sup>59</sup> This issue was raised again at the 1910 Actors' Fund meeting. Wise now did not favour the idea of merger as the Actors' Society was then attempting to obtain a charter

from the AFL.<sup>60</sup>

The possibility of merger between the Actors' Society and the Actors' Fund was remote at best. The Actors' Fund was designed to care for the destitute of the theatre while the Actors' Society was designed to regulate contractual obligations between actors and managers. With aims and obligations so widely divergent any merger would have meant a profound and complete change in both organizations. The proposal perhaps arose from a dissatisfaction within one or both organizations with the limited powers available to each due to constitutional bounds and lack of membership solidarity.

In 1911 Harry Mountford, National Secretary of the White Rats Actors' Union, demanded that a committee be formed to investigate the handling of fund money.<sup>61</sup> At the request of Daniel Frohman a group consisting of Hollis E. Coole of the Green Room Club, De Wolf Hopper of the Lambs, Guy Nicholls of the Players, Bernard Reinold of the Actors' Order of Friendship, and Alice W. Brown of The Professional Women's League, investigated the fund books and found everything in order.<sup>62</sup>

Between American Actors' Equity's formal organization in 1913 and the 1919 actors' strike, the Actors' Fund managed to remain officially neutral between American Actors' Equity (Equity) and the Producing Managers Association. Francis Wilson, president of Equity, was recruited for the fund as a trustee in 1913 to redress the balance on a board that was mainly representative of the managers. He had previously served on the fund board from 1898 to 1902.<sup>63</sup> To the credit

of actors and managers the fund operated efficiently even during the numerous upheavals encountered as Equity struggled to win its first contract. Daniel Frohman, a prominent manager, expressed it well at a fund meeting:

The Actor's Fund, of course, stands aloof and apart from all professional tangles. Our business is charity for all with malice toward none. We want everybody's help. And when our Board meets--our Board which is made up of Equity, of the Fund, managers and actors--There is but one consideration, and that is charity to those who are entitled to it.<sup>64</sup>

It was not until the establishment of Equity that the Actors' Fund was able to enforce any of its benefit performance percentage plans. Equity, aware that the fund supplemented its efforts to improve the lot of the actor, was able to offer the fund some badly needed help in its various endeavours.

In 1919, for example, Equity sent Howard Kyle to the fund's annual meeting to affirm Equity's willingness to promulgate the idea that no benefit performance would be played unless the fund were to receive a percentage of the revenue. Kyle pleaded Equity's argument that the fund should do more to make this policy known.<sup>65</sup>

The benefit question, however, was not adequately resolved until Equity was formally established and recognized. Then the fund was able to call upon Equity to collaborate in creating a separate entity--Theatre Authority Incorporated--which eventually put behind it the enforcement powers of all theatrical unions.<sup>66</sup> Since the establishment of Theatre Authority there has been effective policing, on a nationwide scale, of any and all benefits which seek to call upon any

element of the entertainment world to donate professional services *gratis*.

With the establishment of the Actors' Fund actors and other theatre workers were provided with an organization which would voluntarily aid the needy of the theatre and their families. The fund provided social services ranging from meeting rooms for the living to plots for the dead.

There are many factors which made the Actors' Fund succeed where the American Dramatic Fund failed despite the fact that the ADF had only to serve very few members while the AF had a mandate to service many thousands of people. Just as the chief failing of the ADF was its inability to generate revenue, the major factor in the success of the AF was its ability to find new sources of funds.

Where the ADF had an "elitist" member policy excluding all but established actors, leaders of the orchestra, and master carpenters, the AF originally accepted all people connected with the theatrical profession, and eventually accepted as associate members people outside the profession. While this broad base gave the organization a large number of potential claimants, by the same token it supplied a large number of potential supporters as well. More importantly, however, with a commitment to aid all theatre workers, the Actors' Fund was in a moral position to suggest fund-raising moves which involved all theatre people, i.e., the Aldrich Percentage Plan.

From the beginning the Actors' Fund aggressively investigated various alternative sources of funds--hence such things as the theatre

licensing revenues and the Aldrich Percentage Plan. The ADF could not pursue this sort of revenue since its plan benefited only its members and thus had little hope of getting support from non-members.

As early as 1829 with the establishment of the General Theatrical Fund actors began to organize into groups designed to aid them financially in times of need. By 1882 with the establishment of the Actors' Fund, the actors had an organization which voluntarily aided members of the theatrical profession nation-wide. As the various programs of the social security system were introduced after World War I some of the Actors' Fund's duties were taken over by the government, but the fund continued to fill gaps in government coverage and provide supplementary aid.

The Actors' Fund was designed to make the support of unfortunate actors rest entirely with members of their own profession. The actor saw, in tangible form, that through collective action he could improve his lot. The Actors' Fund, particularly managed as it was by actors and managers, was an unsatisfactory vehicle for changing actual working conditions, but it provided the actor with a tangible collective interest which no doubt made many an actor consider the potential power of collective work action.

PART II

## CHAPTER 4

## LABOUR LAW IN AMERICA AND THE ACTORS

The gradual movement by performers in the theatre towards unionism and collective job action is, in itself, only a very small part of a larger movement by millions of workers in the western world towards collective efforts to improve the lot of the working man. The first hundred years of the Industrial Revolution until about 1850 are economically characterized by laissez-faire and an enormous increase in natural wealth. From 1850 to the present time there has been an increasing concern over the equitable and humane distribution of the considerable gains engendered by the new riches of industrialism. The individual worker found that he was powerless in his dealings with an ever-increasing number of people and organizations that determined everything from his rate of pay, to his working conditions, to his very demeanour while on the job. The worker found that within industry the man was often the most easily replaced part, and as such was often underpaid, overworked, and in general handled as a common inexpensive commodity.

This "industrial attitude" (i.e., the man as an unfortunately necessary cog in the machine) ran contrary to the whole humanist movement which declared that the individual had dignity and importance, attached primary importance to man and his faculties, and emphasized the quality of this life. The inevitable resultant conflict found the

worker striving to achieve a position of power within industry so that he could then demand the respect and standing he saw as his due.

The worker soon learned that any protest as an individual against his employers either fell on deaf ears or led to his dismissal. Thus workers began to group together to take collective action against their employers. The most effective collective worker action was the strike. From the very beginning the entrepreneurs used government legislation to halt unionization and hinder collective work action.

The effect of English labour law in America was evident only in some very general common law practices inherited. The development of American labour law came mainly from state courts which tended to attempt to preserve the economic system of the time.

There were a few strikes in the United States even before the American Revolution, but these were instances of a small group of employees taking job action against their employer for a specific grievance, and affairs were generally settled in face-to-face negotiation rather than through the courts.<sup>1</sup>

Until 1842, unionism was discouraged by the doctrine of "criminal conspiracy". Thus while it was not illegal to unionize, it was illegal to use economic or social pressures to make workmen join the union.<sup>2</sup> This enervated the union movement and left existing unions too weak to strike effectively. In 1842, however, the case of *The Commonwealth vs. Hunt* in the Massachusetts Supreme Court virtually ended the doctrine of "criminal conspiracy".<sup>3</sup> There were still a few state statutes making it criminal to use economic coercion to organize

unions and secure closed shop, but there were no decisions denying organized workers the right to strike.

After the Civil War it became a tort--an actionable civil wrong--for unionists to coerce non-union workers to join them. Thus, employers were able to secure injunctions through civil court against strikers who stopped non-union workers from carrying on business at a struck job. Nonetheless, 1877 saw the first nation-wide strike in America when railroad employees refused to work. The strike was quickly quelled by troops in a series of violent clashes.<sup>4</sup>

After 1880 there was an increasing number of injunctions issued during strikes against "illegal concert of action". These injunctions were used against strikes as well as against any collective action which took place as the result of the decision of a small group of individuals. Thus leadership during strikes was smothered and strikes usually collapsed from within.<sup>5</sup>

After 1880 the "illegal purpose doctrine" became effective in America. This maintained that strikes were legal unless they were held for illegal purposes.<sup>6</sup> Examples of illegal purposes were strikes to protest technological change or to force the employer to hire more workers.

Meanwhile after 1880 there were many direct regulatory laws passed to set standards in industry for minimum wage, maximum hours, *et cetera*.

The largest strike held up to that time in America started on May 1, 1886, when 340,000 workers were called out by the national

trade union federation (to be renamed the American Federation of Labour) to call for a standard eight-hour working day. The strike came to a bitter and violent end on May 4 when a bomb exploded during a rally in Chicago, killing seven people.<sup>7</sup> The bombing dealt the union movement a terrible blow in terms of public acceptance but in 1890, when the carpenters went on a successful nation-wide strike for an eight-hour day,<sup>8</sup> it became clear that workers would not be denied improved working conditions.

In 1890 the Sherman Anti-Trust Act was passed to end concentration of power among business groups and to restrict any combination restraining trade and commerce.<sup>9</sup> In 1908 the United States Supreme Court held that the Sherman act applied to organized labour.<sup>10</sup> Accordingly, when a secondary organizational boycott of the hatters' union interfered with the shipment of hats from Danbury, Connecticut, to other states, the courts held that this was a violation under the Sherman act and ordered the union to pay over \$200,000 in damages to the hat company.<sup>11</sup> The decision enraged labour who saw the decision as yet another example of the law working hand-in-hand with the entrepreneurs to destroy the union movement.

In 1914 Section 6 was added to the Clayton Act declaring that labour was not a commodity of commerce and thus unions were not illegal, prompting American Federation of Labour President Samuel Gompers to declare that the Clayton Act was the "Magna Charta" of the labour movement.<sup>12</sup> Though the United States Supreme Court eventually vitiated the original interpretation of the act, as of 1921 (the

latest date covered by this survey) the act was still understood to declare that unions were not a commodity of labour.

This was the background of tradition and legislation within which the actors were to move towards unionization. Against the rapid and profound changes in the economic system in America there were equally profound changes in the theatre structure.

The puritanical outlook in America had long hampered the development of the theatre. Philadelphia, the dominant theatrical centre in America from 1794 to about 1815, had a prohibition against acting instituted in 1774 and in effect until 1789, and Boston's prohibition against acting was not lifted until 1793.<sup>13</sup>

Despite official disapproval, the theatre was firmly established by 1800 along the Atlantic seaboard where most of the nation's four million citizens were concentrated. The status of the actor, however, was still suspect, particularly as the church steadfastly regarded the theatre as an abomination.

As the west was settled in the early nineteenth century numerous small theatre groups sprang up in the new settlements. Meanwhile, as the population in the heavily industrialized eastern cities rapidly increased, new companies were established until by 1825 there were about twenty resident troupes in America.<sup>14</sup> With resident stock companies, actors had some degree of security as they were paid a regular salary and usually given a yearly benefit, and as they were able to sink roots into the community in which they were based.

After Edmund Kean's tour in America in 1820 and 1821, major actors from England toured America with ever-increasing frequency. Touring actors were customarily backed by the resident stock companies. Local leading actors, relegated to supporting roles, left their companies to tour themselves, and the calibre of the stock companies subsequently dropped.<sup>15</sup> Thus it was the touring stars who undermined the support for resident companies.

While the resident stock company continued to be the standard theatrical organization between 1850 and 1870, its vitality was further sapped by new theatrical processes. In particular the introduction of the long run, marked by the phenomenal three hundred nights of *Uncle Tom's Cabin* in 1852-1853, foreshadowed the new trend towards extended engagements and a move away from repertory. The step away from repertory was a step towards a system where actors were hired for the run of a play rather than for a season.

Between 1870 and 1895 there were enormous changes in the American theatre. Most significantly, the fifty permanent stock companies of 1870 virtually disappeared by the turn of the century. Resident companies had long been used to support touring stars but the introduction of the 'combination company'--a complete touring show with star, full company, and often complete technical crew--rapidly rendered many resident companies obsolete. The rise of the combination system was made possible by the rapid construction of a network of railway systems which culminated in the completion of the first American transcontinental railroad in 1869.<sup>16</sup>

By the 1876 season there were approximately 100 combination companies on the road, and by 1886 the number had grown to 282.<sup>17</sup> With the end of the resident stock company the actor's position in the theatre changed radically. With the dominance of the touring company actors now had to go to New York, the starting point for tours, to seek employment. Under the touring system actors were hired for the length of a tour rather than by the season, and upon being hired actors faced a situation where they were not paid for rehearsal periods, did not receive remuneration for extra performances, and were often stranded when productions closed on the road. Meanwhile, actors hired for plays running in New York were hired on a run-of-play basis under comparable contract conditions as actors on tour.

To cope with changing theatre practices the actors began to band together in associations to improve their working conditions and their position in society. The matter of social status for actors became particularly important after Lincoln's assassination in 1865 by John Wilkes Booth, an actor whose brother, Edwin Booth, was the leading American actor.

Typical of the outcry against actors is a letter to the *New York Times* on April 20, 1865, which claimed ". . . I know that there were not ten in one hundred of the profession [i.e., actors] who were not undisguised and outspoken friends of secession--in other words latent traitors."<sup>18</sup>

An article in the *Times* in 1868 on the state of the theatre clearly demonstrates the virulence of feeling faced by the actor:

Look at the sensual exhibitions of the feminine [*sic*] form! Listen to the salacious music! See the appeals to the sensational and the pandering to the base and vulgar elements of human nature! Hear the gross innuendo, and notice the foul suggestion! Who will deny that these things are immensely damaging to the public taste and terribly ruinous to the public morals? Who will estimate all the baneful influences they exert upon the life and character of the people?<sup>19</sup>

The actor faced many unique problems in his attempts to organize into an effective pressure group. One of the major obstacles to be overcome was the view performers had of themselves. The actors tended to see themselves as artists working for the glory of their craft rather than as workers labouring within an industry. As artists the actors felt a reluctance to be associated with any group that had an affiliation with organized labour. This reticence was due in no small part to artistic snobbery, but also had some basis in a justifiable fear that the theatre could be adversely influenced by "outsiders" unfamiliar with or unsympathetic to the traditions and standards of the theatre.

The very nature of the actor's profession is such that it is difficult for him to organize and work for the betterment of his profession. If the actor is out of work he has the time which he can devote to an organization but only at the sacrifice of actively seeking work to sustain himself. When he is working he usually cannot maintain the continuity of effort required for organizational work, particularly as most jobs involved the constant travel involved in touring. The same conditions are often true outside the theatre, but those workers who toil in a fixed place of business can more easily maintain the efforts to make their organization viable.

## CHAPTER 5

## ACTORS' ORDER OF FRIENDSHIP

The Actors' Order of Friendship was chartered in 1849 by the Superior Court in Philadelphia with the establishment of the Shakespeare Lodge.<sup>1</sup> Junius Brutus Booth, Edwin Forrest, Joseph Jefferson and F. F. Mackay were charter members of the new organization, whose motto was 'Honor, Union, Justice'.<sup>2</sup> A study of their concerns over their first half-century of activity suggests that the Actors' Order of Friendship (AOOF) was a fraternal order organized for convivial activities, to help the needy actor, and to work towards improved working conditions within the theatre. Thus the AOOF stands as the first actors' organization in America to attempt both to aid the needy within the theatre and to improve working conditions for the actor. The organization also stands as the first native American fraternal order.<sup>3</sup>

By the winter of 1881 the lodge, having prospered in Philadelphia for thirty-two years, looked into the possibility of establishing a branch lodge in New York. The President of the Shakespeare branch at the time was the celebrated actor, Frank Findlay Mackay.<sup>4</sup>

A meeting was held in New York on June 25, 1886, under the auspices of the Actors' Order of Friendship before a large audience including many non-members. General George W. Gale presided, and

Mackay acted as chairman. Attending members included F. F. Chippendale, Harry Meredith, Stuart Robson, Charles Maubury and Frank Logee. Mackay reported that in forty years [*sic*] its income had been only about \$40,000, but the organization had distributed thousands to the needy and had about half its total income in reserve.<sup>5</sup>

Colonel A. K. McClure of Philadelphia spoke to the meeting, claiming that the gradual elevation of the actor's profession was going on daily, and that the stage was the most important influence in the country after the pulpit and the press.

The meeting passed two resolutions unanimously: That the dramatic profession should take care of its sick and distressed members, and that six evening performances and one afternoon matinee should constitute a week's performance.<sup>6</sup>

The two resolutions conveniently indicate the major aims of the Actors' Order of Friendship: to aid needy members and to better the lot of the actor. The organization also filled a social need and served to give the actor a sense of pride in his profession.

A certificate dated April 5, 1888, grants a charter to a group including Louis Aldrich, John Drew, and Otis Skinner, to operate in New York as the Edwin Forrest Lodge, Actors' Order of Friendship, Number Two.<sup>7</sup>

As it became increasingly evident that the Actors' Fund, established in 1882, was an effective "parent" organization to aid sick and needy actors--including, of course, members of the Actors' Order of Friendship--the philanthropic duties of the organization

were largely superseded. The organization, however, still made sporadic attempts to improve the working conditions of the actor.

#### *Pay for Extra Performances*

The 1886 organizational meeting in New York resolved that six evening and one matinee performance should constitute a week's work.<sup>8</sup> Thus an actor paid by the week should, if he were required to play any more than seven performances in that week, receive extra pay for extra performances.

This issue was to remain a point of contention between actors and managers until American Actors' Equity resolved the issue in its 1919 contract with the managers. Obviously, then, the resolution passed by the AOF in 1886 had no effect upon the managers.

#### *Protection of American Actors*

In Washington on December 13, 1888, Louis Aldrich, Harley Merry and Lewis M. Sanger appeared as a committee representing the Actors' Order of Friendship before the Ford immigration investigating committee, and asked that the contract labour law be amended so as to include professional actors and musicians among the classes prohibited from entering the United States under a labour contract. The law specifically exempted actors and musicians from its provisions. The committee claimed that large numbers of foreign actors were annually brought to the United States for the sole reason that they would work cheaper than American actors.<sup>9</sup>

The committee claims that on the average an American actor working a twenty-six week season made forty dollars a week, while an English actor averaged only sixteen dollars a week over a like period. Thus the AOOF argued that the foreign actors were undercutting the native actors' wage scale. The committee found the situation particularly galling as the profession was already overcrowded in America.<sup>10</sup>

Specific examples mentioned included Mary Anderson and the Kiralfys, both of whom brought full touring companies, including full technical crews from England. The London Gaiety Burlesque Theatre, whose *Monte Cristo Jr.* was currently playing at the Standard Theatre in New York, was also mentioned as a completely imported production.<sup>11</sup>

This issue arose because of a change of practice within the theatre. Originally "tours" were made by stars who performed with local actors. By 1860, however, the United States had acquired a network of railways totalling more than thirty thousand miles which could efficiently and reliably transport whole shows. Accordingly Boucicault began touring with the "combination system"--the touring of a single play with its complete cast. By 1870 the combination system had greatly weakened most of the stock companies in the country. By 1880 there were perhaps 50 touring companies in America, and by 1900 there were over 500 touring attractions. Some managers were importing whole productions from Britain for tours; a practice which the Actors' Order of Friendship hoped to end through amendment of the contract labour law.

This issue excited considerable comment and a great deal of debate. Supporters of the stand included Lawrence Barrett, Nat Goodwin,<sup>12</sup> Edwin Booth,<sup>13</sup> John T. Ford, Albert A. Palmer, Frank Sanger, and Tony Pastor.<sup>14</sup> Barrett and Booth were actors who doubtless did not relish outside competition and perhaps did not care to be outclassed by foreign actors, while Ford and Pastor were owner-managers of theatres with little to gain from the practice of touring companies. Those who disagreed included Joseph Jefferson, W. J. Florence,<sup>15</sup> Augustin Daly, Henry E. Abbey, Daniel Frohman, Theodore Moss, and J. H. McVicker, a member of the AOOF.<sup>16</sup> Those opposed include a number of entrepreneurs (Daly, Abbey, Frohman and McVicker) with a vested interest in the continuation of the touring system.

Two opposing views of an issue that was to be thoroughly debated as actors' organizations flirted with organized labour, were heard in the furor over the AOOF action. The *New York Times* proclaimed that "Actors can in no sense of the word be classed as 'laborers', and it was for the benefit of laborers that the prohibition of the contract labor law was placed in our statute books."<sup>17</sup> Albert A. Palmer voiced the contrary view that "actors are wageworkers and that they should be protected as much as any other laborers."<sup>18</sup> Here the actors are trapped by their own rhetoric. They want to be considered artists, but as such they cannot be protected by laws designed to protect labourers.

On January 10, 1889, it was reported that Charles P. Flockton, an AOOF member, had declared his intention to secure an injunction

against the organization to restrain any appropriations from the treasury for the purpose of this or any other political move other than those specified in the constitution and by-laws.<sup>19</sup>

A Superior Court heard Fletcher's case on January 26, 1889. Ingersoll, representative for the AOOF, claimed that rather than drain the treasury the controversy had garnered \$1,650 in contributions. The AOOF, Ingersoll argued, had a responsibility to "improve the profession's conditions and look after actors' interests."<sup>20</sup>

There is not, unfortunately, any follow-up coverage on this matter in the newspapers. However, as we know that combination companies from overseas continued to tour America, it can be assumed that the AOOF was unsuccessful in its attempt to have the contract labour law amended.

This issue, however, is the first time we hear of an actors' group actively lobbying the government for an improvement in the American actors' working position.

The dispute over whether or not the AOOF had the right to lobby the government points out the fact that as a fraternal organization the order was not designed effectively to pressure either government or business towards changes which would aid the performer.

### *Miscellaneous*

In August of 1889 Louis Aldrich, who became president of the AOOF in 1890,<sup>21</sup> told a meeting of the Theatrical Managers' Association that the organization was prepared to present a bill to Congress

urging that the penalties for play piracy be raised from fifty or one hundred dollar fines to thirty or sixty days imprisonment.<sup>22</sup>

This concern by the AOOF for the protection of the playwright may have come about from actor-members who were also dramatists. Examples of contemporary actor-playwrights are numerous and include James A. Heine, William Gillette, and Steele MacKaye.

It was not until 1891 that the American playwright was fully protected through acceptance of the International Copyright Agreement by the federal government.<sup>23</sup>

The issues broached by the AOOF were not always quite so practical. In October, 1890, the organization condemned the practice followed by some managers of issuing "flaring pectoral posters which verge on the indecent."<sup>24</sup> A resolution was drafted:

Resolved, that we believe that a persistence in this course will prove injurious to the best interests of the theatrical profession, and we hereby as a body, enter our protest against the continuance of these managerial methods of advertising as not only an abuse of our art, but a menace to public decency and a strong weapon of attack in the hands of the ever-ready and too-willing traducers of the stage.<sup>25</sup>

Here we have an instructive example of how the AOOF tried to improve the social status of the actor.

After 1889 the AOOF subsided from view and apparently attempted no new reforms, attracting attention only in 1899 during the period covered.

On January 15, 1899, the AOOF held a semi-centennial anniversary celebration. Milton Nobles, president of the Edwin Forrest Lodge, and

Maylen J. Pickering, president of the Shakespeare Lodge, spoke to a large assembly. Past illustrious members of the AOOF mentioned included Edwin Booth, Lawrence Barrett, C. W. Couldock, and James Lewis.<sup>26</sup>

The AOOF stands as the first actors' organization of any standing in America which made a concerted collective effort to improve working conditions for the actor. The organization made some excellent suggestions, such as a seven-performance week, but found that without the backing of any potential power their suggestions were met with no real sense of urgency. The organization had to argue, literally hat-in-hand, from a position of no real power, and as a result their demands, heard by managers whose decisions customarily were made in response to pressure groups, were ignored. As a result public issues raised by the AOOF, at best few and far between, dwindled to nothing.

The role of the order in aiding the actor in times of need was made redundant by 1882 with the establishment of the Actors' Fund. If one can believe Frank Mackay's report of 1886 the organization had distributed less than twenty thousand dollars in charity in their first thirty-seven years of existence anyway.<sup>27</sup> This leaves the AOOF, by 1890, serving principally as a social club for the actors.

The lesson to be learned from the experiences of the AOOF was that no actors' group could effectively confront issues important to the actor or win any meaningful victories in the theatre unless the group had collective power (i.e., the ability to take job action) to back their demands. Without collective power any group attempting to change

established patterns in the theatre would meet the same fate as the AOOF--the fate of attempting to topple established walls with mere words.

## CHAPTER 6

## ACTORS' PROTECTIVE UNION

In 1864 a group of actors banded together in the Actors' Protective Union with the specific aim of attempting to obtain improved working conditions from the managers. Though the association was short-lived it stands as a significant move by the actors towards trade union tactics in their attempt to regulate their contract conditions.

On July 21, 1864, a number of actors "of this city [i.e., New York] representing all its theatres assembled at the Tremont House to take measures to have their respective salaries advanced."<sup>1</sup> William Davidge presided and George Stoddart acted as secretary for the meeting.

After the minutes of a previous meeting were approved, George Clarke, on behalf of a committee previously appointed, read the following report, containing a preamble and resolutions for the guidance of the organization:

Whereas, During the last few years, the expenses of living and the prices of nearly every kind of commodity in trade, have increased so heavily, and the depreciation of paper currency has been so rapid and extensive, that in the theatrical profession, salaries that were formerly considered good and incrative [*sic*] are hardly sufficient now to furnish the common necessities of life.

Whereas, the musicians and other employes [*sic*] of theatres in this City have succeeded in obtaining a reasonable increase of salaries to meet their increased expenses, while the actual members of the profession itself, have not hitherto demanded or received such advantages; Therefore;

Resolved, It is now become a duty to themselves and their fellow artists elsewhere, for the actors and actresses of the

municipal cities to appeal to the liberality and sense of justice of their managers, for a prompt and adequate increase of salaries, placed on a specie basis.

Resolved, That we establish, for the future welfare of the profession, a Protective Association or Union, having for its principal object the following:

First — A fixed minimum of salary for each distinct line of business, from leading to utility, to be determined upon by artists from each department, and of acknowledged ability therein;

Second — A return to the old system of engaging members of the profession for definite lines of characters, thus ending all professional misunderstandings, and preventing our artists from undertaking any more than his or her legitimate business, and of such means keeping another professional out of an engagement;

Third — A regular and careful organisation of all business matters between managers and artists of such a measure that while usually crediting honest honorable lessees and those engaged of them, it may be a strong and invulnerable defense for the latter against the dishonest machinations of outside speculators and dishonest traders on other people's talents and time: Therefore, be it further

Resolved, that, we, the undersigned, members of the theatrical profession, hereby pledge ourselves to abide by and conform to such rules and regulations as this Association may from time to time think proper to adopt.<sup>2</sup>

This resolution was discussed and unanimously adopted by the meeting. Davidge appointed a committee to draft rules for the future government of the society, and it was asked to prepare an address inviting all artists throughout the country to cooperate in the movement.<sup>3</sup>

At the next meeting of what the *New York Times* called the Actors' Protective Union on August 18, 1864, at the Cooper Institute, William Davidge again presided over the meeting and again the New York area theatres "were nearly all represented."<sup>4</sup> The object of the meeting was to take such action as would increase the small salaries

now received by the profession, and to ask the co-operation of all actors throughout the country toward this end.

The Trades' Union was a voluntary association of mutually supportive unions in New York. Mr. Barnard, chairman of a committee appointed to seek the co-operation of the Trades' Union with the movement, made a verbal report to the meeting. He said that, after conferring with the officers of that organization, he ascertained that, in order to join it, it would be necessary, by their rules, to send representatives to their evening meetings. The engagements of actors would necessarily prevent them complying with that rule, and the formal co-operation was on that account not affected. The representatives, however, expressed their sympathy with the movement and promised it all the aid in their power.<sup>5</sup>

The following address to the actors throughout the country was then read and unanimously adopted:

#### Theatrical Protective Association

#### To The Dramatic Profession of America

Ladies and Gentlemen: The formation of the above-named society being imperatively demanded by the long-existing necessity for an equitable status for the members of the profession, your attention is respectfully directed to a copy of the annexed preamble, in which the requirements to that end are fully set forth. The meetings already held in this City have added largely to the number of their associates at every gathering: and it is only necessary for its officers to present the aim and object of this project to insure the co-operation of the profession throughout the entire continent. Bye-laws [*sic*] are in course of preparation, and will be presented so soon as diligently considered, when it will be shown that a conscientious regard for the interests of the managers as well as actors and actresses, will form the prominent feature of the conditions. To the end suggestions are respectfully solicited from managers as well as actors, and the same will meet with the most careful perusal and attention.<sup>6</sup>

A motion was made and carried unanimously that the association meet on September 1, and hold sessions thereafter on the first of each month.

Davidge informed the meeting that they already had one hundred members. He reminded the group that only thirty-five members met in Manchester at the first meeting which eventually repealed the corn laws and revolutionized the commerce of that city. He further warned the actors that they shouldn't listen to those who claimed that definite "lines of business" could not be defined.<sup>7</sup>

One of the reasons the actors may have felt desperate enough to band together and make demands upon the managers was that one of the side-effects of the Civil War, which was now in its third year, was a high rate of inflation which devastated the economy. Prices soared in every sector of the economy and obviously the call for higher salaries by the Actors' Protective Union was a reaction to a general rise in expenses. The *Times* referred to the salary demands as "a necessity of the times, [which] ought, perhaps, to be acceded to, especially in the case of the ladies of the theatre, who have to provide their own dresses, and are sorely taxed by the high prices of wearing material."<sup>8</sup> The issue of the necessity for actors to pay high prices for costumes demanded by managers was one which was to be argued about for the following half-century.

The second demand, for a return to the old plan of special lines of business, is rather more difficult to justify. It certainly received short shrift from the *Times* which called the idea "an

absurdity which we hope will be resisted," and went on to claim, "It is a remnant of an old European usage, and whilst it inflicts a large surplus company on the manager, it is of no corresponding value to him or the public."<sup>9</sup> This perhaps gives us a few clues as to the motivation behind the demand. In a theatre which still largely depended upon stock companies a return to the practice of lines of business--particularly with the added stipulation that the artist may refuse anything outside his legitimate business--would ensure a large surplus company, and thus would perpetuate a supply-demand situation which favoured the actor.

The call for a return to "lines of business" by the actors is really a call for security. Actors hired in a "line of business" would be guaranteed a part in their contract, and with each actor allotted a certain part the potential for "professional misunderstandings", either between actors vying for certain roles or between actor and manager over who should play what role would certainly be reduced.

The demand for a return to "lines of business", may have been prompted by actors forced to take roles which they felt they were unsuited for and would harm their careers. In this case a return to "lines of business" would protect the actor's artistic reputation as he could refuse any role outside his particular "line" unless he felt it was something he could handle.

An interesting viewpoint on this situation is revealed in a letter from "Dramaticus" in the *Times* on June 25, 1866.

As for breaking contracts, the Managers' Association has it in its power to break every contract it has ever entered into, and does so constantly. Not alone to break it, but to crush and exile every poor player who puts his trust in it. The plan of operation is simple enough. A manager desires to get rid of an artist; he instructs the stage manager to proffer to said artist a part which he or she cannot by any possibility perform. It must be remembered that what is technically termed "Business" is more understood than defined. The artist declines the part, which he knows will compromise him with the public. For this he is at once dismissed. The manager then sneaks down to his meeting and denounces the artist for breach of contract. From that moment the latter can never again appear in New York. He is branded and every manager shuns him; for it is a rule of the Association that he shall not be reengaged.

What the result will be in another year no one can foretell. The pomposity, conceit, and selfishness of some of our managers has already done its work. New York artists have been driven to the country, and so long as the supply keeps up our stage will be supplied from the country. The exchange is definitely in favor of Peoria.<sup>10</sup>

There is evidence here that the euphemistic "professional misunderstandings" mentioned in the second resolution of the Theatrical Protective Association (TPA) report may refer to black-listing by the manager through the described method--a method which could be short-circuited if actors had professionally recognized "lines of business".

In the same August 1, 1864 article in which the *Times* reports on the Actors' Protective Union (APU), it is announced that the managers intend to raise admission prices. The potential higher admission rates are defended in light of the tremendous increase in production costs, though the paper warns that the public will expect a corresponding improvement in quality. As demonstration of the economic difficulties facing the managers it is pointed out that their expenses include a 2 percent government tax, a United States license,

a city license at five hundred dollars per year, state, county and city taxes on capital invested in the theatre, and income tax on all profit.<sup>11</sup>

This article conveniently sets forth a situation which must be remembered whenever there is a labour demand such as those made by the TPA. Except in very unusual circumstances, when "management" needs or wants to raise prices, it simply does. The only major concern "management" must face is whether or not the product or service still sells--and if it does not the price can readily be dropped. Thus, when the theatre managers feel that admission prices are too low, they announce that admission prices will rise.

When a group of workers wants higher wages, the process is long and arduous. They must meet, reach a group decision, submit their demands for approval and then, as often as not, face a confrontation in which often their only weapon is an easily-destroyed resolution by the workers to "stand together". Thus the TPA, in order to obtain what seems to have been generally regarded as a reasonable increase in wages, must go through a series of meetings and submit a proposal to the managers for judgment. The rights and wrongs and complexities of the situation are not the issue; the point to be made is that the situation demands different methods from employer and employees, and that the situation greatly favours the employer in terms of time and process.

The Actors' Protective Union, after an initial flurry of action, seems to have become inactive--or at least sufficiently

inactive that they were not further noted by the *Times*.

Of tremendous significance is the fact that a group of actors banded together in an association for the purpose of achieving certain specific changes in their working conditions and for the purpose of regulating all business matters between actors and managers. Where the Actors' Order of Friendship was principally a social and philanthropic association, the Actors' Protective Union was formed to work actively towards changing working conditions of the actors.

The failure of the Actors' Protective Union to unite the entire profession across America is not surprising. The problems of organizing a highly mobile group of workers in an unstable business across an entire continent are self-evident. In all probability certain concessions or promises were made to the actors by the involved managers, and gradually actor interest faded as issues became less pressing and involved actors left to work on new shows or simply became too busy with their work to maintain the necessary level of interest in the fledgling association.

A warning had been sounded by the actors, however, that, given certain circumstances, they would at least consider collective action. It was to be many years before performers again seriously considered unionization, but when the time came they faced the same problems of circumstance and human nature which had spelled the end for the Actors' Protective Union.

## CHAPTER 7

## THEATRE CONDITIONS 1850-1900

For nearly two hundred years from the introduction of the professional theatre into the British Colonies, the structure of the theatre was simple and the actor's place in it well defined by custom and tradition. During that period most of the managers were actors who had risen from the ranks through ambition and executive ability. By and large, the members shared the fortunes of the managers whose relationships with the members of their casts were influenced by close personal contacts.

The functions of playing and management, hitherto pretty generally intertwined, became separate, and the men who came forward as managers under the new regime were primarily businessmen, unacquainted with, and without much sympathy for, the traditions of the stage and the privileges enjoyed by the actors under them.

Around 1870 the American theatre began to undergo an economic revolution. Hundreds of independent stock companies disappeared and were replaced by a few producing units in New York City that sent their wares to syndicated theatres throughout the country.

Tired of the familiar faces in the stock companies, audiences came to expect an unbroken succession of new personalities. The managers, realizing that they could not make much money without a star, began competing for the services of the most popular actors by

paying higher and higher percentages of the receipts. The recourse was to cut expenses; the salaries of the local actors were reduced (impelling the better ones to set off in search of stardom, leaving the worse behind) and budgets for scenery and costumes were cut. These policies led to further deterioration of the local company and greater dependence on visiting stars. Thus by the 1876 season there were nearly a hundred combinations on the road and by 1904 there were 420 companies touring.<sup>1</sup>

The rapid development of touring was made possible by the equally rapid development of transportation. With the spread of the railroad and the consequent rate reduction, mounting a production in New York or Chicago to tour became cheaper than having local companies produce their own shows.<sup>2</sup> More and more the touring companies steadily invaded the domain of the waning stock companies.

As touring companies became the standard theatrical practice in America, it became increasingly common for various managers to band together in associations which tended to last only as long as it took the group to meet some specific problem.

In 1876, for example, the out-of-town managers, "fearful of the financial results of the approaching season, and indignant at the exorbitant demands of 'star' performers,"<sup>3</sup> formed the Theatrical Managers' Association, which was to meet annually in New York on the first Monday after July 4.

The stated objectives of the Theatrical Managers' Association were:

. . . to foster the composition and production of new plays; to purchase for general use the successful works of foreign dramatic authors, to endeavor to remove or avoid destructive opposition in cities where two or more theatres are under active management; to have sharing terms with stars graded according to their attractiveness and the facilities, capacities, and expense of the house, and to make the weekly income of the theatre in all star engagements at least equal to the weekly outing.<sup>4</sup>

In a word, the objects of the Theatrical Managers' Association (TMA) were to make sure that public and labour were both deprived of the benefits of competition in the free market through wage and price fixing.

The TMA made two other declarations concerning their dealings with dramatic stars. The managers insisted upon dealing directly with the star rather than with the star's special manager, and proposed a managerial board of directors who would fix the star's compensation after taking into consideration the population of the cities and the travelling expenses between each place.

Managers involved in this particular association included:

David Bidwell	Mobile and New Orleans
R. E. J. Miles	Cincinnati
H. Greenwald	Galveston
J. B. Dickson	Indianapolis, Toronto
M. W. Canning	Pittsburgh, Cleveland
John A. Ellser	Pittsburgh, Cleveland
Thomas W. Davey	Detroit, Memphis, Nashville
Ben De Bar	St. Louis
J. W. Albaugh	Albany
Charles E. Furbish	5th Avenue Theatre Combination
J. N. Gottheld	Pittsburgh
Abbey and Schoffel	Buffalo
Will Stevens	New Orleans
John T. Ford	Baltimore and Washington

The *New York Times* commented darkly, "It remains to be seen whether the 'stars' will gracefully submit to this pressure of the times."

As there is no record of a great hue and cry raised by the "stars" against the activities of the TMA we may assume that the majority of performers submitted to "this pressure of the times"<sup>6</sup> because the alternative was unemployment. Without the protection of a strong actors' association only the most prominent "stars" could afford to stand up against the guidelines laid down by the managers' associations.

Another example of a managers' association formed to deal with a specific problem comes early in 1888 when the *New-York Times* reported that "A movement is on foot to organize a permanent Managers' Protective Association."<sup>7</sup> This movement was inspired by proposed legislation to have theatres employ two retired or semi-retired firemen, and to pay two dollars to the fire department relief fund for each of them for each day of service. The managers had estimated that at six performances a week and a forty-week season, this would cost each manager from \$960 to \$1,280 yearly, depending upon exactly what constituted a "day".<sup>8</sup>

Twenty-two managers met on February 2, 1888, and announced that they would form an association to be called the Managers' Mutual Protective Association to defeat the proposed "fireman" legislation and to thwart another proposal put forth that the theatres should be forced to employ retired policemen as watchmen.<sup>9</sup>

Both legislative proposals were crushed in committee in the legislature,<sup>10</sup> probably in response to the managers' lobby.

As the century wore on, however, many managers banded together in associations and froze out competition. This had the effect of gradually concentrating the control of the theatre into fewer and fewer hands.

In 1894, for example, articles of incorporation were filed in Illinois providing for an organization to be known as the Inter-State Amusement Company. The organization was to control twenty theatres.<sup>11</sup>

One manager commented:

. . . it could book twenty organizations for the entire season of forty weeks, in its twenty houses, and practically close out all opposition in the cities it controlled.

The effect in the profession could not but be disastrous, and the ultimate result would be to run small combinations, and place the larger ones completely in power of the trust. . . . It is a bad scheme--bad for the actors and bad for the public, who would have to take what the company offered it in the way of amusement or go without, but it would be but the natural outcome of a tendency which has been growing steadily for years.

. . . The principle is . . . the centralization of the theatrical business of the country in the hands of a few men.<sup>12</sup>

Various chains formed across America to book acts by the season. The Pantages chain, for example, included theatres on the west coast while the Williams chain controlled a dozen theatres in New York. Benjamin Keith and Abraham Albee joined forces in 1885 and opened a single theatre, the Boston Bijou, then opened theatres in Providence, moved on to Philadelphia and in 1893 acquired a theatre in New York. By 1920 through the United Booking Office, they were to control four hundred theatres in America.<sup>13</sup>

In 1893, William Terriss, Irving's leading man, upon leaving America for England, warned

The trouble that threatens the theatrical business of this country is the tendency to centralise power over all the best attractions and theatres, and to form what you call a trust here, to monopolize the entire business. If the trust ever becomes a fact, it will force to the wall all the smaller managers, and the public, as well as the profession, will be at the mercy of a monopoly.<sup>14</sup>

The tendency towards centralized power which Terriss observed in the American theatre came about because the informal system, or lack of it, by which plays, players and audiences in America were brought together no longer sufficed. Just as the business of organizing and routing attractions had led to the gathering of theatres into chains and circuits, a system of booking offices was formed to serve the needs of the chains.

From the confusion of this situation was born, on August 31, 1896, a super-booking office known as the Theatrical Syndicate. The organization included six men: Mark Klaw, Abraham Erlanger, Charles Frohman, Al Hayman, and a pair of theatre owners who were in control of Philadelphia and the surrounding territory, S. F. Nixon and J. F. Zimmermann.<sup>15</sup> Through an intricate system of productions, bookings and financing, the syndicate became practically the absolute master of the dramatic and musical comedy theatre for fifteen years.

The hierarchy of the syndicate eliminated some wasteful competition, straightened out some booking tangles and placed the business side of the theatre on a better basis. Eighteen months before the formation of the syndicate the *New-York Times* reported

It is estimated by a competent authority that of all the companies which started out on the road last Fall, 40% have already disbanded, and in too many cases the members have been forced to make

their way to New-York as best they could, with nothing in their pockets but the doubtful notes of irresponsible managers to represent the salary long overdue.<sup>16</sup>

The powerful theatre trust would eliminate many irresponsible managers who undertook tours without sufficient funding and left actors stranded, but by and large the considerable advantages accrued to the theatre were in favour of the manager. The control of the syndicate was such that it could and did say what productions would appear in any given theatre at any time, and on what terms. It often could and did say what actors would appear in any cast and on what terms they should play.

The first real resistance to the organized power of the managers through the syndicate came from a group of actor-managers. They demanded to be allowed to keep their bookings in their own hands and not surrender themselves to the booking department of the syndicate. Prominent among the protesting actor-managers were Joseph Jefferson, Richard Mansfield, Fanny Davenport, Nat Goodwin, James O'Neill, Minnie Maddern Fiske, David Belasco, and the future president of Actors' Equity, Francis Wilson.<sup>17</sup>

Beginning in 1896 they campaigned against the syndicate by playing in out-of-the-way theatres. The syndicate promised increases to some and fought or ignored others. By 1899 the only remaining rebels who had not knuckled under to or come to terms with the trust were Wilson and Fiske.<sup>18</sup>

During this struggle the independent actor-managers and the Actors' Society did not aid each other even though they had the common aim of relaxing objectionable restrictions upon their freedoms. If the

Actors' Society had granted the actor-managers exclusive or preferred billing of their members in return for an equitable contract, possibly the power of the syndicate could have been curbed and the first tangible step towards an equitable contract for the actors taken. The opportunity, however, was missed, probably because the actors regarded the rebels as managers struggling over managerial rights rather than as actors fighting for actors' rights. In reality the actors and actor-managers were fighting the same battle: the battle of the individual against the bureaucracy.

Within the purely business-oriented grip of the faceless syndicate the actor, so long considered the very backbone of the theatre, was given the least consideration of all the factors concerned in the production of a play. In a profound shift of perspective he had changed from a contributing fellow-worker to a necessary unit of production. Like any business seeking to maximize profit, the syndicate consciously worked at making the maximum possible profit from each individual unit of production for the minimum possible investment.

Concessions made by actors under other conditions were now taken as a matter of course in all contracts, and there evolved a body of new theatrical customs which were entirely in favour of the management. The only regulator was the individual conscience of the manager.

Some practices were so widespread as to be almost universal. The most serious was the absence of any standard contract. No actor could tell in advance what his obligations would be as each manager

wrote his contract. The actor's only options were to accept the contract or to take the manager to court. There was a growing tendency by producers and backers of plays to incorporate in order to avoid individual responsibility. The incorporators, under New York state law at any rate, were liable only for the amount of incorporation. Stage hands, musicians and others who were organized at this time and able to enforce their requirements, were given priority over the non-union actors in cases of bankruptcy, where any available funds were to be distributed among creditors and unpaid employees.<sup>19</sup>

There was no limit to the free rehearsal period. Six, eight, even ten weeks of rehearsal for a play was not unusual, while for musical productions rehearsals might run into sixteen to eighteen weeks.<sup>20</sup> In the days before Equity, John Goldsworthy played twenty-two weeks with salary and rehearsed fifty-seven weeks without salary in a two-year period. Another actor in one season rehearsed twenty-two weeks with no compensation and received a total of four days' wages.<sup>21</sup>

Even after opening, the tenure of employment was slight and subject to the manager's slightest whim. Plays might be closed without notice, companies and individuals laid off, salaries cut without warning. The two weeks' notice of closing, long the custom of the theatre, was generally abandoned. One week became quite general and there was nothing to prevent practically spontaneous firing.<sup>22</sup>

Pay was irregular. There were certain weeks in the year, notably the week before Christmas, Holy Week, Election Week, and in

some instances the first two and last two weeks of the season, when half salaries were paid regardless of business, which might be excellent.<sup>23</sup>

Backstage conditions were frequently very poor. Dressing rooms were often poorly lit and poorly heated. An article in the *New-York Times* in 1887 gives a tongue-in-cheek description of the various dirty, bug-infested, tiny doorless dressing-rooms an actress has encountered over a season.<sup>24</sup> In 1919 Charles Shay, president of IATSE, told of a time at a theatre when he did not know which sub-cellar had been set aside for coal and which for the performers.<sup>25</sup>

The actor was frequently required to pay his own transportation from the point of organization to the point of opening, and from the point of closing, home. Even in those companies in which this clause was not invoked the actors knew it was in the contract, and the knowledge was a weapon for the manager.<sup>26</sup>

Practically all of the actors and actresses were required to furnish their own costumes for modern plays and, frequently for period plays as well. An article in *Theatre Magazine* in 1906 reads, "Sometimes he [the manager] pays part of the cost, but often the actress herself foots the bill."<sup>27</sup> The article goes on to say that this means that "the stage-struck society girl with independent means finds an easy path to the footlights, thus competing seriously with some less fortunate but more gifted sister. That is why mediocrity frequently crowds out talent on our stage."<sup>28</sup>

In 1877 Boucicault said:

I think the ladies are underpaid. A leading actress provides an average three new dresses for each new play. If five new plays should be produced in a season she must purchase fifteen new dresses. These on an average cost \$125.00 each, including shoes, stockings, and hats. Here is an expense of \$1,875.00, making in a season of 36 weeks, \$50.00 a week to be expended out of her salary on dressing alone.<sup>29</sup>

Another source of irritation to the performer was the growing popularity of the "Satisfaction Clause". Under this clause the actor undertook to play his part in a manner satisfactory to the manager. The manager was the sole judge in this matter and his decision could not be appealed.<sup>30</sup>

The "Satisfaction Clause" was challenged in August of 1911 in the case of *Jack Hazzard vs Shubert Theatrical Company*. Hazzard's contract guaranteed him at least thirty weeks employment, but at the end of twenty-five weeks he was dismissed. In a 1914 trial the case was dismissed. Three and a half years later the case was heard before the Court of Appeals of New York State. The court said, in effect, that where this clause existed in a contract, good faith in determining whether or not the actor was satisfactory was not required.<sup>31</sup>

It was with these conditions in mind that in 1897 the *Chicago Chronicle* warned, "All the carefully-thought-out arrangements of the men who made the theatre trust may feel the force of a head-on collision with an actors' combination someday not far off."<sup>32</sup> With no existing actors' group powerful enough to face the trust in a head-on collision, however, the actor had no real option but to accept the edicts of the syndicate.

With no real opposition the syndicate expanded rapidly, until by 1903 it controlled seventy theatres in the U.S. and the only first class theatres in Montreal and Toronto. A far greater number had the bulk of their booking done by the syndicate even though they were privately owned.<sup>33</sup>

The only real opposition to the syndicate came from the Shuberts, three brothers determined to create a theatre empire of their own. From 1900 until 1910 the Shuberts fought with the syndicate for power. The one benefit to the actors arising from this struggle was that the competition between the two had the effect of keeping actors' salaries from dropping to the cellar.

Then, around 1910, the market for theatre on the road began to decline and theatrical activity became even more highly concentrated in New York.<sup>34</sup> The decline in the popularity of the theatre was largely due to increased ticket prices and to the growing competition from spectator sports and motion pictures.

As road-receipts dropped and the manager's difficulties multiplied, the position of the actors became even more precarious. Alone of all the groups in the theatre, they had no effective organization to protect them against the decisions and the whims of their employers. By 1915 the actor's position was further eroded as by that time the Shuberts had largely frozen out their competition and become a trust as powerful and repressive as the syndicate. In a falling labour market the actors bore the brunt of the theatre's misfortunes.

It was not only in the legitimate theatre that managers banded together into a trust. As early as 1897 the *New York Times* warned, "The vaudeville syndicate is now an accomplished fact, and the organization, which is stronger than the so-called theatrical trust, will in future control all foreign and home variety attractions for the entire country."<sup>35</sup>

In 1900 the vaudeville managers organized the Vaudeville Managers Protective Association (VMPA). The board consisted of:

President	Benjamin Albee	
Chairman	Martin Beck	
First Vice-President	Marcus Loew	
Treasurer	Percy Williams	36

The VMPA proclaimed that it intended to make the vaudeville business somewhat more systematic and to prevent indiscriminate circuits and disposition of the performers.<sup>37</sup> In other words, they aimed to cut out competition and prevent actors and the public from having free choice.

A frequent complaint from performers was that a common practice by managers was to hire a performer at a certain wage and then, after the performer had committed himself by working a short while, forcing him to either accept a salary cut or to quit. In an effort to win the support of the actors the VMPA immediately announced that its members would not carry on this practice.<sup>38</sup>

It was not long, however, before this promise was broken and salary cuts again became an accepted business technique. The means of breaking the promise was to become a favourite management tactic.

If a current organization--in this case the VMFA--had obligations which it did not want to honour, then another organization was formed with virtually the same members but under a different name, and of course the new organization began negotiations with a clean slate.

In this case the new organization, the Association of United Managers of the United States, was formed in 1900 to represent sixty leading vaudeville theatres from Boston to San Francisco. The executive consisted of:

President	Benjamin Keith
Vice-President	George Middleton
Secretary	Plympton B. Chase
Treasurer	Louis C. Behman

39

The association had certain very specific aims. It intended to regulate "certain [unstated] conditions which have grown to such proportions during the past two or three years as to threaten seriously the prosperity of the entire business."<sup>40</sup> Salaries were to be regulated for those actors "who have taken advantage of the sudden growth of vaudeville and the subsequent brisk demand for acts to inflate their salaries to such a point as to render it impossible for a manager to conduct his business upon a reasonably paying basis."<sup>41</sup>

The association also aimed at booking more compact routes for the performer and promised to effect whatever reforms were necessary to improve the commercial basis of the theatre.

The mandate of this new organization was to fix wages and to "place the business upon a sounder commercial basis"<sup>42</sup>--in other words, to increase profits.

The vaudeville managers discovered one source of revenue which was to prove to be a major point of contention between manager and performer. This issue was the rate of booking commission paid by the performer for the "privilege" of being hired.

It was not until the turn of the century that bookers and agents became important in vaudeville. By the time the United Booking Office was set up by the managers on June 13, 1906<sup>43</sup> the exorbitant rates of bookers and agents had become a major factor in provoking the organization of a vaudeville performers' union, the White Rats.

The idea for the United Booking Office, a clearing-house for vaudeville booking, is credited to Pat Shea, a New England manager with a house in Springfield, Massachusetts. A series of meetings by Abraham Albee, J. Austin Fynes, Clint Wilson, Jo Page Smith, Benjamin Keith and Tony Proctor, beginning in 1900, led to the organization of the United Booking Office (UBO) under the Vaudeville Managers association management.<sup>44</sup>

Until the UBO took over the booking responsibilities for vaudeville, standard agent fees had been a flat 10 percent of the performer's salary. With the inception of the UBO the performer was forced to pay his 10 percent commission to the central organization who then paid the agent. Before long the managers' association raised the fee another 2.5 percent as an added service charge.<sup>45</sup> As kick-backs, split commissions and hidden fees were common practices, the performer found himself paying an ever-increasing percentage of his salary as a booking fee--in reality, of course, he was paying his

employers for the privilege of working. The vaudeville performer was trapped by a business practice which would not let him book himself as an act but instead forced him to pay two agents--his personal booker and the UBO--to allow him to work.

Performers were also unhappy with inefficient booking routes and the inequitable UBO contracts. A clause in all UBO contracts permitted cancellation of the act by the house manager at any time during or before the third performance. Thus a forty-week contract could be good only until the Tuesday afternoon of the first week. <sup>46</sup>

Actors in vaudeville were unhappy that the UBO would make a salary proposition based on minimum fares which meant easy jumps--New York to Philadelphia to Baltimore to Washington, for example. Time and again, an act so routed would be notified while playing a Philadelphia date to jump to Buffalo and then back to Washington. <sup>47</sup>

*Variety's* editor, Sime, wrote scathing editorials denouncing the vaudeville trust. Albee announced that any performer advertising in *Variety* would be considered an enemy of the UBO. Albee also induced the music publishers to withdraw their ads. He offered agents' franchises to journalists Fred Schader, Joe Lowe and Joe Raymond, who quit *Variety*. <sup>48</sup>

In 1907, Klaw and Erlanger, then the theatre trust, united with the Shuberts to get in on some of the profits flowing through the Keith-Albee box offices. On April 28 they incorporated in New Jersey as the United States Amusement Company to produce vaudeville shows: Klaw and Erlanger to supply the talent, the Shuberts to furnish the

houses. Bill Morris was given the contract to book the company's vaudeville theatres. The terms were excellent, involving nearly one million dollars over a five-year period as Morris's fees.<sup>49</sup>

Acts that went over to the so-called Shubert Advanced Vaudeville were black-listed by Albee's UBO. Performers, therefore, looking to their own interests and well aware of Albee's might, hesitated to join the Shuberts despite the higher salaries offered. It became increasingly difficult for the Shuberts to obtain talent and after about three months of battle a truce was declared which led to a settlement.<sup>50</sup>

The Shuberts-Keith agreement was dated November 9, 1907, although the terms were not revealed until seventeen years later in the suit of Max Hart, an agent, against the B.F. Keith Vaudeville Exchange. Klaw, retired and on the Riviera, said that the Keith interests in 1907 took over from Klaw and Erlanger performer contracts totalling \$1,500,000 and, in addition, paid the Shuberts and Klaw and Erlanger \$250,000 to stay out of vaudeville for ten years.<sup>51</sup>

The Hart Trial exposed vaudeville, as operated by Albee, as a practical monopoly. Despite the testimony Federal Judge Augustus N. Handy dismissed the suit on the grounds that proof of violation of the Sherman Act and the inter-state commerce laws had not been offered. Hart fought the case until November 23, 1926, when the U.S. Supreme Court refused to review the matter,<sup>52</sup> by which time, largely as a result of being run as a monopoly, vaudeville was as good as dead.

What happened to the American theatre after 1870 was not very different from what happened to many other industries. First, a centralized production system (i.e., New York) replaced many local, isolated units (stock companies). There was a division of labour, as theatre management became separate from play production. There was a standardization of product, as each play was represented by only one company or by a number of duplicate companies. Finally, there was a growth of control by big business (i.e., the Theatrical Syndicate). The parallels are so close that this complex of changes represents a kind of "industrial revolution within the theatre."<sup>53</sup>

Much like the craftsman forced into assembly-line conditions the actor, caught up in the "industrialization" of the theatre, gradually came to be seen as a unit of labour rather than as a contributing artist. Gradually the actor realized that within the new "industrialized" theatre the only means by which he could win an equitable arrangement with the managers was to band together in organizations which could pressure management.

## CHAPTER 8

## ACTORS' PROTECTIVE UNION #6453

With the Actors' Protective Union (APU) the actors finally formed a trade union and through affiliation with the powerful American Federation of Labor soon found themselves in a strong position to influence manager-actor transactions. The failure to capitalize on their opportunity for influence demonstrated to the actors the importance of nationwide holdings.

In April of 1894 the Actors' Protective Union was established. In August of the same year the union was thoroughly reorganized in preparation for active involvement in the coming theatre season from their headquarters at 8 Union Square in New York. The union's stated objective was to protect actors against unscrupulous managers and agents. The organization included actors, chorus girls, and ballet dancers.<sup>1</sup>

The president of the union, Matthew Harrigan, detailed some of the concerns with which he was particularly concerned. Actors were frequently stranded hundreds of miles from home by irresponsible managers who would take them on a tour, pay them less than they agreed upon, and then disappear if the tour were not a success. The Actors' Fund had discussed for many years the idea of helping these stranded actors but decided that the problem lay outside their jurisdiction. Harrigan also claimed that theatrical agents were charging

extortionate commissions of 15 to 20 percent on salaries for short engagements, and one-half of the first week's salary on long engagements. The union intended to ask the legislature to pass a law making the theatres, in New York State at least, subject to the Factory Inspection Laws.<sup>2</sup>

In an editorial in September of 1894 the *New York Times* reported that almost five hundred performers had joined the ranks of federated labour by taking out a charter under the American Federation of Labor, No. 1, of the City of New York.<sup>3</sup> This was the first AFL charter issued to entertainers and marks the first time that actors were legally allied with musicians and stagehands.

The editorial states that the avowed intention of the new union is "the elevation of the stage".

This herculean task has heretofore been left in great degree to various "society" actresses who have felt compelled to leave the retirement of their homes to deprive the detractors of the theatre of any cause for argument by shedding the glory of their purity upon the nimbus of dissoluteness which hung over the stage and appalled the righteours. By the action of the actors in organizing a union for the same purpose, the "society stars" will become "scabs," in the slang of the labor agitator, if they persist in their undertaking, unless they, too, become federated with the boilermakers', street-car drivers', beer-bottlers' and other laboring men's unions by taking out a charter as "Society Actresses'" Protective Union, No. 1, of the City of New York.<sup>4</sup>

This pointedly ambivalent article reflects the mixed feelings held by many actors toward unionization. On one hand it was obviously time for the actors to work collectively towards improving their working conditions, but on the other hand, many actors felt that they were somehow demeaning themselves and their calling through any affiliation

with the common working man.

Eleven years after the formation of the APU, Joseph M. Lawrence, president of the organization in 1905, complained:

A lot of men and women who are on the stage won't join a union because they think it lowers their dignity. They say they don't want to be classed as cooks and washerwomen.<sup>5</sup>

The actors' reluctance to be associated with the labourer, and a corresponding desire to be respected as an artist, led to an early statement by the APU that one of the first things they proposed to rectify was the accession to the ranks of actors of prize fighters, freaks, and monstrosities. To this end there was an "educational clause" in the charter of the union, and to become a member the actor must have been on the stage for five years.<sup>6</sup> One effect of these requirements was to disqualify many potential members from joining the union.

A recurring theme in the widespread criticism directed at the actors' efforts to unionize was that the control of the theatre would pass from the hands of the artists into those of the labourer.

Strikes are said by the members of the new union not to be in contemplation. But strikes and force are always decried by the labor agitators until the time comes to strike. By the same authority the managers are declared not to be the objects against which the union will wage bitter warfare. But in the same breath the actor agitator who makes public the purpose of the union says it relies in its efforts to prevent the success of Madeline Pollard upon the help of three organizations of stagehands whose weapon in their contests with managers of theatres is the strike, and usually a strike when the theatre is full from pit to dome just before the curtain is to go up.

. . . the time may come when every theatre in the city will be forced to refund the money paid in for tickets and send away disappointed audiences because APU, No. 1, embracing in its membership in the companies at the different houses, has been called out on a "sympathetic" strike because a property man has

been discharged or a non-union fiddler employed in the orchestra. It is even possible that the APU, No. 1, will be called out by Samuel Gompers, President of the AFL, because the boss switchman in the New-York Central freight yards has suffered a ten per cent reduction in wages.<sup>7</sup>

The Actors' Protective Union was the first of the actors' unions to affiliate with the powerful American Federation of Labor. The AFL was founded in 1886 by thirteen national unions concerned with the encroachments of the powerful industry-oriented Knights of Labor and disappointed with the inability of the weak and disorganized Federation of Organized Trades and Labor Unions to cope with labour's pressing problems.<sup>8</sup>

Based on the principle of autonomy for member unions, the AFL was at first supported by a small per capita tax. The federation mediated jurisdictional differences among members unions and helped organize dispersed locals into national unions. The AFL also made the organizing talents of established unions available to new unions, helped in employee-employer negotiations, heard complaints, established new locals for international unions and made loans and donations to member organizations.<sup>9</sup>

Under Samuel Gompers, president for all but one year from 1886 to 1924, the AFL experienced steady growth. By 1892 it encompassed forty national unions and offered all member unions potential worker support across the marketplace.<sup>10</sup> Thus the APU, by gaining an AFL charter, automatically had to be dealt with as a potentially powerful organization.

In January of 1895 another local of the APU was organized in Chicago. It began with a membership of over four hundred and was immediately affiliated with the AFL.<sup>11</sup>

The stated objectives of this branch ranged from practical considerations intended to improve the actors' working conditions to a series of impractical pipe-dreams apparently intended to improve the actors' social position.

The practical objectives included abolition of dramatic agents as middlemen between managers and actors--an ideal unsuccessfully pursued by the Actors' Fund in 1888<sup>12</sup>--the payment of salaries on Saturdays, extra pay for all extra Sunday and holiday entertainments, and the excision of a two week notice-of-dismissal clause in actors' contracts in favour of compulsory completion of the contract. The union also wanted to force managers to furnish protection against fire and provide safer working conditions in the theatre. Actors claimed that in Chicago even those theatres with ample provision for audience safety were firetraps behind the footlights.<sup>13</sup>

The less practical objectives of the union were its determination to keep prizefighters off the stage as actors and its aim to exclude from the stage those women "whose only claim to public attention is a disgraceful notoriety."<sup>14</sup> Though no one is specifically named, the APU is likely referring here to Lillie Langtry.

The *New York Times* pragmatically wondered, "How they are going to enforce these demands with an army of hungry actors unemployed and clamoring for engagements at any price and on any conditions does not

appear, but there is no question as to the justice of these propositions."<sup>15</sup> The *Times*' point is well taken; the problem faced by the APU was that the law of supply and demand greatly favoured the manager and as a result, the actor was more concerned with struggling with other actors for work than with struggling with the managers for equitable working conditions. In other words, the job, rather than the job conditions, was the issue.

When the White Rats, another union of vaudeville performers, went on strike in February of 1901, the APU announced that its members would not work for any manager with whom the White Rats had a grievance.<sup>16</sup> This supportive action was to be expected from an actors' organization with an AFL charter.

As early as 1901 the AFL had announced their intention for vaudeville performers to become affiliated with the APU. This strategy was quickly successful and at the annual convention of the APU in 1908 it was reported that the organization primarily consisted of vaudeville performers, although it included several unions of choristers, including the American Chorus Singers' Union, composed of singers in the Hippodrome.<sup>17</sup>

In 1908 some of the large variety theatres began using moving picture shows as part of the regular bill of performance. The vaudeville performers were quick to realize that the mechanical entertainment of film could conceivably replace live entertainment (i.e., themselves) and looked to the APU for protection. The APU immediately investigated the possibility of merger with the White Rats, another

union made up of mainly vaudeville performers, in order to present a united front against the problem. An APU representative said, "The moving picture idea is liable to spread, and throw more vaudeville men out of work, and the members of both organizations realize that they must work together for mutual protection."<sup>18</sup> In fact, however, the two unions were unable to reach an agreement on merger and both organizations set out to consolidate their power in preparation for the struggles ahead.

On July 10, 1909, the Actors' National Protective Union changed its title to Actors' International Union.<sup>19</sup> The significance of the change from "National" to "International" in the title is that the latter signifies that the union includes locals both in the United States and Canada.

Despite its efforts to expand and consolidate its power, however, in 1910 the Actors' International Union (AIU) surrendered its international charter and amalgamated with the White Rats of America to form the White Rats Actors' Union of America.<sup>20</sup> For some time the union had faced charges that it did not adequately represent the performer and that the executive of the union was too sympathetic to the managers. At the time of the merger the AIU, which had confined itself largely to publishing a list of approved, as well as unreliable or dishonest managers,<sup>21</sup> had about a thousand members, and the White Rats eight thousand members.<sup>22</sup> The AIU still existed as a branch member within the parent union.

The Actors' International Union finally ended as an organization in 1916.<sup>23</sup> After six years of amalgamation with the larger White Rats Actors' Union the AIU undoubtedly lost all sense of identity, realized that it had become redundant and powerless, and simply faded away.

During its existence the AIU did make sporadic attempts to win better working conditions for the performers. These attempts never used the full strike as a weapon in their dealings and accordingly negotiated from a relatively powerless position.

### *Agents*

In 1905 the APU held a mass meeting for actors, actresses, chorus men and women, stage hands and (curiously) clergymen to discuss the Employment Agency License Bureau Law insofar as it pertained to theatrical agents.

The meeting was attended by the "entire professional equipment of four Jewish theatres: the People's, the Orpheum, the Thalia and the Grand."<sup>24</sup> Attending were representatives of the AFL, the Central Federated Union, the Actors' Union, the American Federation of Musicians, the National Alliance of Theatrical Stage Employees, the Actors' Church Alliance, the White Rats, and the Women's Professional League.

Frederick Keating, Commissioner of Licenses, explained the Employment Agency Law to the meeting and expressed his belief that it could prevent the extortion practiced on performers by many

agencies.<sup>25</sup> The extortion referred to was the practice by some agents of demanding exorbitant booking fees from the performer.

In 1909 De Veaux announced the formation of a national organization for mutual protection in the theatrical business. The main objects of the combination were to:

. . . agitate for the elimination of some of the objectionable features of the present system of obtaining positions for actors by the licensed agencies, and establish if possible something like uniform commission rates, which they hope to get by an amendment to the Employment agency law.<sup>26</sup>

Urged on, no doubt, by the newly-expanded AIU, on April 27, 1909, the Voss bill, limiting the percentage which could be exacted by theatrical agents, was passed by the Senate. Senator Timothy D. Sullivan was noted as working particularly hard for the passage of the measure.<sup>27</sup>

On May 12, 1909, Mayor McClellan of New York accepted implementation of the Voss bill, while Mayor Adam of Buffalo vetoed the bill in his district.<sup>28</sup>

### *Sunday Performances*

One of the objectives of the APU was to claim extra pay for all Sunday and holiday entertainments.

In November of 1906 at a Central Federated Union meeting, Reverend Dr. Francis Moran of the Actors' Church Alliance clashed with the APU over the issue of Sunday performances in the theatre. Moran argued for the support of the Central Federated Union (CFU) in his organization's struggle to end Sunday shows. Moran argued:

I am not taking up the question of Sunday performances from the point of Sabbath keeping, but from the labor standpoint. The people who provide amusement for the public are in many cases overworked, and the labor unions ought to be interested in that. Many of them give two performances every day for seven days in the week and a rehearsal every day. This is too much to expect of any man or woman.<sup>29</sup>

The APU replied that the church should concern itself with clerical matters and leave more temporal problems to the groups directly concerned.<sup>30</sup> The union, of course, was concerned that if Sunday performances were banned the actors' wages would be cut back.

In 1907 Judge O'Gorman made a sweeping decision to close all places of amusement on Sundays. Commissioner Brigham immediately ordered that the ruling be strictly enforced by the police.<sup>31</sup>

The Actors' National Protective Union and the Musical Mutual Protective Association united in an effort to protest against the closing of all places of amusement on Sunday. They argued that the law was particularly hard on Jewish theatres as Saturday was their Sabbath and Sunday their holiday.<sup>32</sup>

It appears that the closure of theatres on Sunday remained officially legal, although the law was easily circumvented or simply ignored. Many managers included a few religious songs in their Sunday performances and billed them as "religious" or "devotional" performances. Other managers still put on Sunday performances but by not paying their performers and perhaps donating a gate percentage to some group were able to bill their shows as "benefits".<sup>33</sup> In either case the performer was the loser, a situation which the ANPU was unable to remedy.

In December, 1905, the APU announced that a union of opera singers had been formed with 182 members. The union, to be known as local 14, was open to all singers, but so far was exclusively composed of chorus singers. William Barry, organizer for the APU, noted that most members were recruited in the New York area and added that there were no "stars" in the union as "stars" were brought over from Europe and were paid so generously that they had no complaints.<sup>34</sup>

The only demands made public by the local were for shorter hours and more pay. Heinrich Conried, director of the Metropolitan Opera House, immediately announced that he would not accede to demands for more wages nor would he consider restrictions on the power of the director and conductor of the opera to call rehearsals. Conried's stance was that as the opera singers had signed contracts which included wage settlement, there was no need to discuss conditions which had already been negotiated.<sup>35</sup>

The chorus members threatened to strike on January 1, 1906, but backed down when the musicians and stagehands refused to support their action. The threat, nonetheless, prompted Conried to meet with the leaders of the chorus union, identified only as Salzburg and Alberto. The one concession Conried made was to supply the chorus with sleeping berths when travelling. Conried refused chorus demands for a closed shop as he was convinced that this would lead to a drop in artistic standards, and refused their other unspecified demands as well. Conried agreed to set their case before the board of directors but insisted that he would resign if the union conditions were met.

As a parting warning to the union delegates Conried claimed that he had fifty-three male chorus singers ready to step in if there were a strike.<sup>36</sup>

Despite the warning, the chorus struck on January 3, 1906, the day after their meeting with Conried. A performance of *Faust* at The Metropolitan Opera House, featuring Caruso, went on without a chorus. The union, which was still not supported by the musicians or stagehands, again publicized their grievances and demands. Chorus members complained that it was difficult for them to arrange to see Conried,<sup>37</sup> and that during the opera season they were forbidden to sing at churches, *et cetera*, to make extra money. The union demands were for a closed shop and for a raise from fifteen to twenty-five dollars a week.<sup>38</sup>

Evidently members of the theatrical trust believed that the actions of the chorus union must be squelched before they inspired similar actions in the theatre and vaudeville. Accordingly, Joseph Brooks, Daniel Frohman, Marc Klaw, Charles Burnham and Frank McKee offered advice to Conried as to how to handle the chorus demands.<sup>39</sup>

By January 5, Conried had indicated his willingness to improve wages. He insisted, however, "The only question at issue is one of labor union versus art. If a union was recognized the Director could not choose particular voices for particular operas, should there be any trouble between art and labor."<sup>40</sup> The *New York Times* in an editorial approached the same issue with, "What will happen, for instance, if the officers of the chorus union establish a minimum of

musical competency and declare that no chorister, man or woman, who in the opinion of the officers comes up to that standard may be discharged?"<sup>41</sup>

This line of argument consists, of course, of a "motherhood" issue; no one can argue against artistic excellence and integrity. The argument, however, is spurious, as it conveniently ignores the responsibility of the managers and directors to protect and ensure artistic excellence by treating their fellow worker-creators in so decent and equitable a manner that the sorry state which the *Times* and *Conried* so piously decry is never reached.

The formation of a union is a reaction to job conditions. Job conditions are largely determined by management. Thus, it is the responsibility of management to ensure that working conditions never reach the state where they force the worker into a position where he must force concessions in artistic excellence to ensure his own human integrity.

Both sides prepared for a showdown. The union attempted to get the Central Federation to arbitrate and hoped to persuade the stagehands and musicians, who were working under a contract negotiated before the formation of the CSU, to strike in sympathy. *Conried*, meanwhile, was training a new chorus with ninety members, and meanwhile had a number of "stars" sing the chorus for a performance of *Tristan*.<sup>42</sup>

On January 7, 1906, the strike ended. Conditions agreed upon were that the chorus was to take up its contracts and fulfill them to the letter throughout the rest of the season. Salaries were to be

raised from fifteen to twenty dollars a week with continuation of extra pay on Sundays, special allowances for rehearsals, and an increase in the allowances for trips to Philadelphia. Lastly, the chorus was not to be recognized as a union.<sup>43</sup>

It appears that the sudden collapse of the strike came about after Samuel Gompers, AFL president, assured Conried that the Chorus Singers' Union would receive no support from the AFL.<sup>44</sup> The failure by Gompers to support the strike surely came about because the chorus players went on strike while working under contract. Had the chorus union delayed its job action until after its contracts had run through, possibly the AFL (and thus musicians and stagehands) would have supported the Chorus Singers' Union (CSU).

The end of the strike was probably hastened by Conried's announcement that he had an alternate chorus ready to perform.<sup>45</sup> The replacement of striking performers with substitute performers ("scabs") was a tactic no doubt stressed by the theatrical trust in its meeting with Conried.

This unsuccessful job action by the CSU makes clear the importance of a just cause, strong leadership and a united front in a strike. The CSU strike failed because the members struck while they were under contract, they struck without the sympathy of their affiliated unions, and because they were unable to dissuade fellow workers from carrying on their own duties.

### *Free Competition*

In August of 1908 the Central Federated Union, on the motion of APU president Henry De Veaux, asked Attorney General Bonaparte to investigate a merger of theatrical interests throughout the country.

De Veaux claimed,

When this [the theatrical trust] is consummated independent theatrical companies will be frozen out and cannot build theatres. This will affect not only the actors, but also men in the building trades, the bill posters, lithographers and many others.<sup>46</sup>

National labour unions affiliated with the AFL along with the White Rats and the Comedy Club were urged to agitate against the theatre trust. De Veaux revealed that, "At the last convention of the American Federation of Labor a resolution was carried to demand that they be brought under the Sherman anti-trust law and to start an agitation for that purpose."<sup>47</sup>

### *Summary*

With the establishment in 1894 of the Actors' National Protective Union under a charter of the American Federation of Labor, the actor finally joined the ranks of federated labour. For the first time a group of actors in North America had the backing of organized labour in their struggle for improved working conditions.

Even with the support of the AFL, however, the APU met with markedly little success in achieving their original stated objectives. Their failure to achieve reform can be blamed on many factors. Most important of these was that the APU failed to persuade enough actors

to join their union. Without widespread support among performers the union was forced to negotiate issues from an extremely weak base of support. No manager was going to grant concessions to a performer because he was an APU member when he could easily deal with any number of non-union actors who had little choice but to accept any contract offered. The managers easily crushed any strike or work action by the union by hiring non-union people to take the place of striking performers. This situation made manifest the need for actors' unions to achieve "closed shop" before they could deal with the managers from a position of real power.

## CHAPTER 9

## THE WHITE RATS ACTORS' UNION

The White Rats, an organization of vaudeville performers, began as a fraternal organization but gradually evolved into a full-fledged trade union with a charter from the AFL. The White Rats lost their struggle for recognition and reform, but the lessons to be learned from their failure were assiduously studied by Equity and resulted in Equity being well-prepared for the union-smashing tactics of the managers' associations.

The White Rats Actors' Union (WRAU) was organized in 1900.<sup>1</sup> The origin of the White Rats as a vaudeville actors' union stems from a similar organization of London music-hall artists called the Water Rats. The Water Rats, incorporated in the 1880s, was a social and benevolent group founded by two performers, Jack Lotto and Joe Levin. The group took its name from a race horse--Water Rat--which earned a group of actors enough money that they used some to set up a benefit association for performers.<sup>2</sup>

On June 1, 1900, eight men met at the Parker House Bar on Broadway and officially formed the White Rats. Included were Dave Montgomery, Fred Stone, Sam Morton, Tom Lewis, Sam J. Ryan, Mark Murphy, and Charles Mason. The eighth, George Fuller Golden, was the chief motivating force behind the organization.<sup>3</sup> Golden had been helped by the Water Rats when he found himself penniless in London,

and he had determined to start a similar organization when he returned to America. The Water Rats refused to allow the fledgling organization to adopt their name,<sup>4</sup> so the new group called itself the White Rats and had its agency bill signed by Governor Hughes.<sup>5</sup>

An initial agreement was made to limit membership to one hundred select artists rated according to character and ability.<sup>6</sup> This attempt to make the White Rats an "exclusive" club created the suspicion among non-members that the organization was "elitist" and would benefit only the top-billed actors--precisely the performers who least needed protection.

At an early meeting of the White Rats an official slate was voted in by sixteen members:

President (Big Chief)	-	George Fuller Golden
Vice-President (Little Chief)	-	Dave Montgomery
Secretary (Scrat)	-	James J. Morton
Treasurer (Treasurrat)	-	Mark Murphy

Voted to the executive board were Sam Morton, James Dolan, Tom Lewis, Sam Ryan, Fred Stone, and Nat M. Willis.<sup>7</sup>

Golden developed a ritual for all White Rats functions out of a combination of Masonic rites and the marriage sacrament of the Roman Catholic Church. A few weeks later, when the ritual had been accepted, Charles T. Aldrich was inducted as Chaplain or "Chap Rat".<sup>8</sup> The limited membership, bizarre rituals and whimsical titles within the White Rats (WR) suggest that Golden used the trappings of the lodge movement as a model for the actors' organization.

Golden, on behalf of the WR, brought to the attention of the public many of the performers' grievances. He pointed out that the theatre owners in vaudeville risked nothing except their real property expenses, while the actor risked everything as he paid for his sets, costumes, cast and materials. Successful acts were forced to tour and performers often had salaries slashed in mid-engagement. He claimed that in order to ensure the co-operation of the stagehands, electricians, spotlight man, musicians and transfer men, *et cetera*, the performers were forced to pay them regular "gratuities". Golden also voiced the one grievance which was to prove the most volatile issue in the vaudeville performers' struggle with the managers: the actors strenuously objected to paying commission of up to 10 percent for any bookings acquired through the agencies.<sup>9</sup>

When the managers failed to respond to the WR demands for improved working conditions for vaudeville, the fledgling union decided to strike. This first strike, held in 1900, was a complete failure. There was little unity within the group and that little was destroyed when the Rats' leaders were sent on long and distant tours. Dave Montgomery and Fred Stone were blackballed forever in vaudeville and moved on to work on the "legitimate" stage. George Fuller Golden was kept out of every Keith-Albee house until seven years after the strike.<sup>10</sup> Many actors, frightened by the United Booking Office blacklist, ignored the call to stop working while others actually took the place of those on strike.<sup>11</sup> The managers easily crushed the disorganized strike and dealt the credibility of the WR as a viable

organization a devastating blow.

Nonetheless the WR continued to agitate for reform and gradually their membership increased as the vaudeville performers continued to call for various reforms, including the control of agency commission rates. In the autumn of 1900 the Rats established their own booking office to secure engagements for members at the independent theatres at a 5 percent commission rate, with all profits going into a fraternal fund<sup>12</sup> for the aid of performers.

Before the vaudeville syndicate was formed in 1899, it had been customary for theatrical agencies to make bookings for vaudeville performers upon the basis of 5 percent of the salaries earned. When the Vaudeville Managers' Association (VMA) was formed they decided to make their own bookings, and to charge a 5 percent commission which would go towards the maintenance of the association. The commissions were estimated to total from fifty thousand to seventy-five thousand dollars a year.<sup>13</sup> The performers argued that the commission taken from their salary amounted to little more than a payoff, as the only "service" rendered for the commission was the act of hiring the performer.

On February 28, 1901, after negotiations with the Vaudeville Managers' trust completely stalled, the WR called another strike. The immediate grievance was the refusal of the VMA to discontinue collection of a 5 percent commission from all performers booked into the syndicate circle. The managers claimed that they intended to resolve the problems at the next VMA meeting, to be held on March 6, 1900,

but the vaudeville actors demanded immediate action.<sup>14</sup>

Keith claimed that the VMA had voted at an earlier meeting to abolish commissions and that this was to be ratified by the entire association on March 6. He argued that under the circumstances the WR were striking over a dead issue without warning and without legal cause.<sup>15</sup> The performers, however, were not willing to wait any longer for reform on commissions. George Fuller Golden wrote, "Is the 5% worth fighting over? Yes. Because into the coffers of whomsoever this 5% shall eventually go, into those hands will also go eventually all the theatres of the world."<sup>16</sup> Golden's ultimate dream was to have vaudeville owned and controlled by the performers.

The White Rats were called out of most of the principal vaudeville theatres across America.<sup>17</sup> This was a particularly propitious time to strike as it was immediately before a holiday, which is traditionally very busy in vaudeville. Every continuous performance house in New York was affected except Koster and Bial's and the New York Theatre. Every house controlled by the syndicate had at least some performers walk out. The strike affected theatres from Boston to Detroit, Montreal to Richmond.<sup>18</sup>

The managers announced that the only house forced to shut down was Schubert's Theatre in Syracuse. The WR, however, claimed that in addition to Schubert's they completely closed Hurty and Seaman's Harlem Music Hall, Proctor's in Albany, Pat Shea's houses in Springfield and Worcester, Massachusetts, and Jake Wells' theatres in Richmond and Norfolk, Virginia.<sup>19</sup>

The White Rats made public their considerable resources available for the strike effort. They claimed to have twenty-five thousand dollars in cash and a number of theatres whose space was available free to them for one week. Among the latter were the Boston Music Hall, Koster and Bial's house, Hasham Brothers Philadelphia Theatre, the Auditorium in Philadelphia, and theatres in Cincinnati and St. Louis. The union also stated that a Wall Street syndicate was ready to build independent vaudeville houses for the Rats all over the country.<sup>20</sup> The latter claim, at least, seems to have little substance in fact.

Tony Pastor gave in immediately. He signed a contract agreeing to the White Rats' demands and his performances went on as billed.<sup>21</sup> Elsewhere, managers quickly organized acts to fill in for striking performers. The *New York Times* described the scene:

Such a scurrying around for actors and actresses then resulted as has seldom, if ever before, been known in New York. Telephones were kept buzzing, messenger boys were hurried hither and thither, performers were urged to leave sick beds,<sup>22</sup> and theatrical agencies were asked for all available material.

Many well-known performers such as J. K. Emmet, Elita Proctor and Vernona Jarbeau took the jobs of striking Rats, and many amateurs were pressed into service as well.<sup>23</sup> One amateur actress explained that the strike had finally provided her with a long-awaited chance to work in the professional theatre.<sup>25</sup> Fred Titus, a White Rat, betrayed the union and worked for the VMA during the strike. He sent a telegram to Percy Williams, manager of the Orpheum and the Novelty, saying he had resigned from the White Rats and would act as contracted at the

Orpheum.<sup>25</sup> Once again, the performers were to discover that without a membership which included all actors, it was impossible to present an effective united front against the managers.

The Rats did acquire some union support for their strike. The Theatrical Protective Union, through Philip Kelly, and the Bill Posters Union, pledged support for the WR. The Actors' Protective Union, which consisted mainly of vaudeville performers, met and resolved:

That this organization will stand as a body and will not accept any engagement with any manager with whom the "White Rats" have any grievance until that grievance is settled.<sup>26</sup>

Pleading the cause of the WR, delegate Joseph M. Lawrence of the ANPU told the Central Federated Union that vaudeville wages were generally low. He claimed that a two-member team could normally expect sixty dollars a week less the 5 percent commission, out of which they would have to pay their own travel expenses and buy their own costumes. Most vaudeville performers were lucky if they worked thirty to forty weeks a year.<sup>27</sup>

To raise funds and to keep the dispute in public notice the WR gave a concert at the Academy of Music, which raised between nine and ten thousand dollars for the striking performers.<sup>28</sup> The Academy of Music was quickly booked for the following nine weeks for meetings and fund-raising benefits.<sup>29</sup>

Meanwhile the struck vaudeville managers announced that the striking performers would not be paid a salary for the week in which

they began their strike. One manager, Mr. Fynes, claimed that he would actually make money on the strike as he would save nine thousand dollars on the week's salaries, which would more than cover the costs of hiring new performers and the costs incidental to the strike.<sup>30</sup>

This claim is particularly believable in that from all accounts the publicity attending the strike led to larger than usual attendance at the theatres.

Keith, claiming that vaudeville performers were paid wages so high that they had no grounds to complain about anything, made public some of the salaries he paid to his performers. Amounts per week were:

Della Fox	- \$ 300
McIntyre and Heath	- 350
Smith and Campbell	- 200
Joe Welch	- 100
Henry E. Dixey	- 400
James O. Barrows and Company	- 300
Lew Sully	- 125
Fulgora Shows (8 people - 5 acts)	- 1,545 <sup>31</sup>

These wages, of course, were higher than the average wage and, as mentioned earlier, out of their wage the performers had to pay all incidental costs and had to budget for the many weeks each year when they were not working.

As further proof that the strike was not affecting business, the managers claimed that enough performers had walked out to form 80 acts, and that fully 60 of those acts had walked out in the New York area. Meanwhile the managers claimed to have 525 acts prepared and willing to fill in when needed.<sup>32</sup>

The Vaudeville Managers' Association issued a statement in which they rebutted some of the claims made by the WR. Charges that performers were frequently released without notice were answered with, "The manager does not 'reserve the right to cancel the artist's engagement without notice'--without good and sufficient cause."<sup>33</sup> The 'good and sufficient cause', of course, was entirely up to the manager.

In reply, George Fuller Golden issued a statement on behalf of striking actors:

All the White Rats ask is that the commission be abolished and that an equitable contract be made. All they ask, in short, is fair play. They do not intend to try to do aught but what would help to give better value received for the public's money. The organization is not controlled by those who on account of their own inability to work wish to keep others from working.<sup>34</sup>

The statement was signed by a number of White Rats and sympathetic actors including Nat C. Goodwin, De Woll Hopper, Dan Daly, Maurice Barrymore, Henry E. Fixey, Joseph Weber, Louis Fields, Peter F. Dailey, David Warfield, Otis Harlan, John T. Kelly, and Sam Bernard.

The White Rats secretary, Frank Lawlor, reported a steady rise in membership over the period of the strike.<sup>35</sup> On February 25, 1901, for example, he claimed to have signed 150 new members including 43 women, known in the organization as White Stars.<sup>36</sup> By the end of the strike in March, they claimed a total of over 1500 members.<sup>37</sup>

The strike continued with frequently contradicting claims from both sides. The WR announced that in Worcester, managers Shea and Wilten agreed to cease to deduct the 5 percent commission from

salaries,<sup>38</sup> a claim which the managers were quick to refute. Indeed, the only claim by the WR which the managers seemed willing to concede was the closure of one theatre in Brooklyn.<sup>39</sup>

The WR were well aware that the managers were unlikely to concede anything to the actors until the strike began to cut significantly into their profits. In an attempt to dry up a source of profit for the managers, on February 27, 1901, the actors took legal steps to stop the so-called "sacred" concerts in New York.<sup>40</sup> These "sacred concerts" were performances given on Sundays in the vaudeville houses which escaped prosecution under Sabbath laws by including the occasional hymn or religious exercise in the day's entertainments. Although the strike was settled before the case was heard, ultimately the "sacred concerts" went on without interruption.

On March 6, 1901, the strike was settled when the VMA decided to abolish the 5 percent commission clause in the actor's contract. The managers explained that this had been their intention for some time but that they had been obliged to change their constitution before they could drop the commission fees. Golden, claiming total victory for the WR, retorted: "They gave their word of honor that they would abolish that percentage nearly a month ago. They did not. When asked for an explanation they said they did not intend to abolish it until June 3."<sup>41</sup>

This revelation from Golden that an agreement had been reached between managers and actors over the issue of commissions well before the strike began seems, on the face of it, at best tactless and at

worst stupid. What it graphically points out, however, is the complete absence of trust and respect between the actors and the managers. The actors had absolutely no faith in the manager's "word of honor"--they were tired of promises and demanded action. Under the circumstances it is impossible to say whether or not the strike won the concession on commissions from the managers but, without doubt, the strike demonstrated to the managers that the actors were willing and able to take effective collective job action to back their demands.

The managers, obviously hoping that the WR would eventually collapse and fade away, as had so many other actors' organizations, announced almost immediately after the strike that "no organization of the performers would be recognized."<sup>42</sup> Thus, even though the WR had apparently won the battle over commission, they had failed in their attempt to become a recognized representative for performers in negotiations with managers.

Shortly after the strike the WR decided to divorce their booking business from the fraternal part of their organization, as the current arrangement was a constant and needless barrier to the possibility of the managers ever dealing with the WR in good faith.<sup>43</sup> Henceforth the booking business became known as the Independent Booking Office.<sup>44</sup>

In the years between the successful 1901 strike and 1907, the managers lured one star after another with fat contracts and the White Rats gradually dwindled in power.<sup>45</sup> Split internally, virtually ignored by the managers, the organization faded almost to extinction

until rejuvenated by Harry Mountford, an English performer who came to America in 1907.<sup>46</sup>

When Mountford arrived the White Rats were dormant and the managers in control, the old abuses had broken out, and earlier promises were jettisoned. Albee told a deputation of actors, who came to him to complain about the broken pledges, that "Businessmen don't keep promises."<sup>47</sup>

In London, where he performed a talking-song act in the music halls, Mountford had served as chairman of the National Alliance of Actors, Stagehands, and Musicians, and had participated in a strike which won black-listing for him when the managers triumphed. Albee warned the newly-arrived Mountford that ". . . we don't want any disturbers,"<sup>48</sup> but nonetheless Mountford accepted an offer from the actors to reorganize the WR.<sup>49</sup>

William Morris, a vaudeville agent, booked circuits in opposition to the Vaudeville Managers' Association, and was popular with the WR performers. Late in 1907 when Morris' vaudeville interests became an economic threat to the VMA, Keith and Albee sent a letter to the WR of America and the Comedy Club promising better conditions and declaring that there "shall be no blacklist, and that all old scores should be wiped out."<sup>50</sup> The letter, however, did not keep the majority of WR performers from signing on with the Morris agency whenever possible.

In September, 1908, it was announced that Morris had signed an agreement to book his theatres through the WR-run Independent Booking Office. This meant a merging of interests and potential booking

in over a hundred theatres in direct opposition to the United Booking Office run by the syndicate. Top acts which would be controlled by the new merger included Ross and Fenton, Jones and Dayo, Harry Lauder, Vesta Victoria and Mabel Barrison. The Comedy Club was reported as actively investigating the advantages of joining the White Rats in their endeavour.<sup>51</sup> Meanwhile the Rats also bought an interest in the Mozart Circuit, which had a number of small vaudeville houses in Pennsylvania and New York State.<sup>52</sup> Thus Golden's original dream of a theatre circuit owned and controlled by performers became, in a limited sense, a reality. The agency was able to provide about thirty consecutive weeks for artists and issued a WR contract which provided for transportation between split-week towns where a performer had to travel between two cities during a week of performance.<sup>53</sup>

This seemingly ideal arrangement, however, soon ran into internal problems. Early in 1910 there was a split in the Independent Booking Agency when one of its former employees, Charles Fitzpatrick, formed a rival agency. He claimed that the old agency was "conducted on a basis that was not consistent with real vaudeville etiquette. The artists were not treated right."<sup>54</sup> M. A. Shea said, "The cause of the split was graft. One of the men in the office was discovered charging an additional five percent from a performer to book an act."<sup>55</sup>

A division of the White Rats, the White Rats Political League, was organized on June 15, 1908. With this league the union intended to actively lobby government representatives for a programme of legislation which would protect the performer.<sup>56</sup>

A mass meeting organized by the White Rats Political League (WRPL) to support a bill to amend the present theatrical bill was held on March 7, 1909, at the Berkeley Lyceum Theatre. The amendment was to be introduced at Albany later in the month by Assemblyman Voss.<sup>57</sup>

A resolution which was prepared by Harry Mountford, secretary of the WR, and seconded by George Seybolt, secretary of the Artists' Society (AS), was passed unanimously by the meeting. It read:

That this mass meeting, composed of representatives of the AS of America, ACA, Actors' Union, Society of American Magicians, Vaudeville Comedy Club, WR Political League, and WR of America, endorses the proposed bill amending the present theatrical employment agency law, and pledges itself to use its best endeavors and all its influence, political and moral, to secure the immediate passage of the bill, feeling sure that this bill is the true and only remedy for the many abuses, impositions, and extortions under which, at present, the actor exercises his profession.<sup>58</sup>

Timothy Cronin, chairman of the WRPL, told the meeting that the actor could get his rights only by going in for politics. Cronin claimed that in the 1908 November election 1,823 actors voted in New York, and predicted that by the next election there would 3,500 voters among the stage performers in the city.<sup>59</sup>

Assemblyman Voss gave a speech in which he explained that the amendment he proposed contained three salient features for the benefit of performers. They were: † to make a flat rate of 5 percent commission on all contracts, to place agents under the jurisdiction of the Commissioner of Licenses of the County of New York, and to have the contracts supervised by the Commissioner and the agents put under bond. The bond was to be forfeited for any breach of agreement by the agent

and the performer reimbursed for any damages. John Mitchell, vice-president of the AFL, followed Voss and pointed out that actors were in the unique position of having to hire the men who employed them.<sup>60</sup>

This effort by the WRPL to end the abuse of commissions through legislation was not successful, but the league continued to lobby for changes in legislation which would benefit the performer.

In October of 1909 a joint war on unfair booking agents and managers was declared by the WR and the ANU. The performers were determined to end the practice of inserting a clause in contracts granting managers the right to cancel acts after one performance without pay, and were determined to continue to struggle for some control over agency commission rates.<sup>61</sup>

S. B. Ricardo, secretary of the ANPU, and Robert Gaylor, the WR representative from Chicago, were told by David Ross, secretary of the Illinois Labour Commissioners, that the "cancellation clause" required by booking agents and managers was illegal and contrary to the State Employment Agency Law.<sup>62</sup> With this encouragement the performers continued to lobby for legislative control over performers' contracts.

The "war" with the agents began to show results in 1910 when the Green employment agency bill, known as the WR bill, was committed to the Assembly Committee on General Laws.<sup>63</sup>

The bill provided for a rigorous investigation of the character of theatrical employment agencies before they were granted a license, and provided the holder of a revoked license recourse in the

courts. The agency was also to post a one thousand dollar bond and keep an exact record of its transactions. Maximum booking fees were to be 5 percent of the gross salary for vaudeville and circus performers during the entire period of their engagement, and 5 percent on no more than ten weeks salary for those employed in regular theatres. No females were to be sent to any employment agency without rigid investigation of its character. When a manager or other employer of theatrical performers applied for help, he was to file a verified statement showing that he had not failed to pay salaries or left a company stranded during the five years preceding the date of such application.<sup>64</sup>

Henry W. Taft and Maurice Goodman representing the United Booking Office, Charles Murphy representing the dramatic agents of New York City, and W. E. Angleman representing the lyceum bureaus, a booking system for educational and inspirational lectures, concerts and entertainments, actively opposed the WR bill. Taft contended that it was unconstitutional and class legislation, and Angleman argued that a 5 percent commission would not pay expenses and would spell the end of lyceum bureaus.<sup>65</sup>

The passage of the Green bill finally signalled success for the performers in their grievances against the agencies, but it did nothing to ensure the performers a reasonable contract with the managers. Mountford became convinced that his lack of success in negotiating with the managers was partly due to the machinations of the ANPU.

The Actors' Protective Union gradually became--depending on your point of view--either extremely conciliatory towards, or openly sympathetic to, the managers. Although it held a charter from the American Federation of Labor, the APU seemed reluctant to use its potential power to press for actors' rights. When Mountford proposed a closed shop for vaudeville, demanded an equitable contract, and sought restrictions to make agents responsible for their misdeeds, he was opposed so vigorously by the APU that he determined to extinguish it.<sup>66</sup>

On June 20, 1910, Mountford applied to the AFL for a WR charter which, he explained to President Gompers of the AFL, was necessary because of the ineffectiveness of the APU. Mountford convinced Gompers that the managers were underwriting this union, and the AFL forthwith cancelled its charter and organized an amalgamation into an international called the White Rats Actors' Union of which the White Rats of America was a branch,<sup>67</sup> on November 7, 1910.<sup>68</sup> The WR claimed a membership of six thousand going into the merger.<sup>69</sup> With the amalgamation the WR made the jump from the tepid waters of fraternalism into the hot waters of trade unionism.

The charter issued to the WRAU in 1910, ratified by the 1911 AFL convention, granted the union a broad jurisdiction covering "all parts of theatrical production occurring behind the footlights and in front of the scenery after the same has been placed in position by stage mechanics . . . and any form of entertainment known as either legitimate, variety or vaudeville."<sup>71</sup> Even though this charter effectively covered all theatre, the union continued almost exclusively

to attract only vaudeville performers.

Mountford, his position strengthened by the trade union status of the WR, continued to criticize the Vaudeville Managers' Association and its United Booking Office. The AFL, on behalf of the performers, sued the UBO as a monopoly in restraint of free trade.<sup>72</sup>

Herman Robinson, the Commissioner of Licenses, dismissed a number of charges made against the UBO by the WR in January of 1911. The booking agency had been charged with violating almost every section of the employment agency law, especially in the matter of collecting fees.<sup>73</sup> Nonetheless, the UBO was notified that they were breaking the employment agency law which required that an agent charge no more than 5 percent of the actor's salary for obtaining employment for him and that the agent supply a statement of the financial responsibility of the manager employing the actor.<sup>74</sup>

In March of 1911 the UBO applied for an injunction against Mayor Gaynor and Herman Robinson concerning the licensing of the UBO as an employment agency.<sup>75</sup> Though this situation is unclear it seems that the UBO hoped to avoid being licensed as an employment agency so that it would not be subject to the restrictions of the agency bill. The UBO was unsuccessful and was still licensed as an employment agency.

On May 8, 1911, the Assembly passed the Brennan bill which repealed the WR legislation which had made illegal the practice of certain theatrical agencies of making vaudeville performers pay a double fee--one to the booking agency and one to the employers for

obtaining booking. Assemblyman Murray of New York and Terry of Brooklyn fought in vain against the repeal.<sup>76</sup> With the repeal of the Green bill the performers were once again at the mercy of unscrupulous agents with the mandate to charge exorbitant commission percentages.

The Brennan bill outraged performers, who saw the product of their years of effort--the "WR" bill--in force for less than a year. Both sides began to rally their forces in preparation for the inevitable showdown. In 1911 Albee allied his interests with those of the legitimate stage executives under the banner of the United Managers' Protective Association of the Amusement Interest of the United States. Albee, who was second vice-president, announced its mission to be the protection and well-being of the theatre and the resistance to the "unreasonable" demands of labor unions. In particular the United Managers' Protective Association (UMPA) were prepared to rebuff any WR attempt to impose a closed shop.<sup>78</sup>

The WR, who had just amalgamated with the Actors' International Union and become members of the American Federation of Labor, set about to broaden their base of support. In April of 1911 they secured the assistance of the Central Federated Union, which voted to send a committee to vaudeville managers to ask them to recognize the WR in all particulars.<sup>79</sup>

Though both sides were apparently ready for a battle in 1911, with commission rates as the main point of contention, it was six years before the WR actually took job action against the managers.

A sequence of events between 1911 and 1917 suggests that the actors' union became so involved with internal problems that it did not have the internal unity needed to fight and win a strike against the powerful managers.

The first sign of trouble within the union came in 1911 when Mountford sued the Vaudeville Managers' Protective Association and Sime Silverman, publisher of *Variety*, for \$125,000 for publishing false and damaging statements about him.

Mountford claimed that the published articles reflected on his management of WR funds, implied some trickery in his acquisition of a Long Island home, and speculated as to how he had expended \$200,000 in two years in Albany lobbying for legislative changes.<sup>80</sup> Whether or not as a result of these charges, it is difficult to determine, but Harry Mountford's connection with the WR apparently ends from about this time until we hear of his reinstatement in 1915. As Mountford had been the driving force behind WR demands and negotiations with the managers, his absence, without a doubt, sapped the resolve of WR members who realized that without Mountford theirs was an army without a seasoned and battle-tested leader.

Some time in the first eleven years of existence of the White Rats--probably in 1910 after the White Rats-Actors' International Union amalgamation--two sections were created within the WRAU. Section 1 members were based in New York, while Section 2 members were spread across America.<sup>81</sup> As early as 1902 the Hebrew Actors' Union had instituted a similar arrangement for their members.<sup>82</sup>

Late in 1911 an internal squabble over suggested amalgamation between the two sections further divided the union. Michael Kauffmann, counsel for Section 2 of the WRAU, argued before Justice Seaburg in the Supreme Court that there were degrees of rank and lines of caste among vaudeville actors. The upper caste were vaudevillians who play New York City, while the lower strata were those who played elsewhere. The highest status belonged to those who had appeared in musical comedy or the legitimate drama.

Kauffmann argued that there should be no amalgamation of the two sections as the terms offered to Section 2 were unfair. Only twenty-four of sixty-four of their members were to be admitted, and these twenty-four were not to get engagements until the rest of the Section 1 members had been taken care of.<sup>83</sup> Judge Seaburg agreed with Kauffmann and granted a permanent injunction to keep Section 2 from amalgamating with Section 1.<sup>84</sup>

Even the acquisition of a six-storey clubhouse in New York in 1912 by the WR led to problems within the union. The purchase was financed through member-bought bonds, a 5 percent commission bill passed in Albany, and by a number of fund-raising "Scampers".<sup>85</sup> A member of the WR, Val Trainor, was accused of making false and malicious statements to injure sale of bonds for the clubhouse. Nine directors, a quorum under the union by-laws, had tried Trainor and expelled him from the union. The Court of Appeals, however, upheld a lower court decision which nullified the WR by-law by which the union had expelled Trainor with a quorum made up of less than one-third of

the thirty-two member board of directors.<sup>86</sup>

Thus a series of internal squabbles and problems so involved the WR that they did not carry through in their resolve to confront the managers over the issue of commissions. Meanwhile the managers, emboldened by the inactivity of the actors' union, slashed the performers' salaries during a slump in vaudeville attendance in 1913.<sup>87</sup>

*Variety* criticized the arbitrary manner in which salaries were reduced, declaring that if actors' organizations had not weakened themselves, they could have compelled a dignified and orderly readjustment.

*Variety* again espoused the cause of the WR:

That was the proper organization for actors to join, rejoin, or become active in. They knew it but they passed it up. Neglect cost the vaude actors a million dollars in cut salaries. Slipping 'standing in' and 'being taken care of' availed nothing when the cut salary came around. It was the actors' own fault, and always will be the actors' own fault, until they get together and stay together.<sup>88</sup>

Albee had challenged any actor to prove that he was forced to pay more than the 10 percent agency fee and in 1913 gave the *New York World* an interview in which he set forth the aims of the UBO. As a subscription to the interview the *World* printed:

This article was shown to several of the leaders in the actors' organization who were offered space to set forth their charges against the UBO. All declined, stating that the controlling power of the organization was so great that they dared not antagonize it in fear of being black-listed.<sup>89</sup>

The fear of being black-listed was well founded. The black-list was such common knowledge that in March of 1911 the *New York Times* reported that the UBO was taking off its black-list the names of those vaudeville performers who had worked on the 'White Rats'

Morris circuit. This action, inspired by Marcus Loew's purchase of the controlling interests in the Morris circuit, was expected to affect about three thousand performers.<sup>90</sup>

By 1914 the WR were able to boast nine thousand fully paid-up members but still had not achieved their aim of establishing a minimum wage.<sup>91</sup> Indeed, in October of 1914, when the UBO announced that all vaudeville performers using their theatres would suffer a 25 percent salary cut as a result of an alleged drop in receipts, the WR were unable to organize any kind of protest.<sup>92</sup>

Probably in recognition of the fact that since Mountford had left the WR the union had steadily lost ground in their struggles with the managers, the WR reinstated Harry Mountford as labour organizer in 1915.<sup>93</sup> The union immediately began a campaign against certain vaudeville houses in and around New York that made a practice of cancelling bookings without due notice, and in various other ways took advantage of performers.<sup>94</sup> Between four and five hundred WR's met and demanded an end to salary cuts and an end to cancellation of contracts without notice.<sup>95</sup> The union announced that it was determined to try to adjust matters with the booking offices peaceably, but made it clear that if their efforts failed they were ready to use coercion.<sup>96</sup>

Mountford immediately set out to strengthen the union. To build up the membership he lowered the initiation fee to ten dollars and reinstated members for five dollars. The immediate objective was to raise membership to at least ten thousand so that managers could

be approached with a show of strength.<sup>97</sup>

The WR made a significant and, doubtless to the managers, threatening decision to approach Actors' Equity to investigate the possibilities of future affiliation.<sup>98</sup> With affiliation the managers would face an organization which included virtually all classes of performer. The vaudeville managers reacted swiftly to the situation by announcing that they would reform the VMPA to deal with the actors' demands. The sincerity of the managers may be gauged by an accompanying statement asserting that "The managers have always been willing to meet the actor in a social organization"<sup>99</sup>--the implication being that they were not willing to deal with the actor in a labour organization.

Despite the threatening moves by the WR, and notwithstanding the managers' assurances, there were no concessions made to the actors' demands. When Morris announced that he was starting a new circuit with Tim Sullivan, however, Albee, aware that Morris and Sullivan would not use a cancellation clause in their contracts, ordered the UBO to issue contracts without cancellation clauses in order to compete with the new circuit.

This reform lasted until 1916 when the Morris and Sullivan partnership ended. The UBO, once again unhindered by an effective competition, immediately reinserted the cancellation clause.<sup>100</sup> The lesson could hardly be clearer; it was only when their profits were threatened that the managers would consider making any concessions to the actor.

In March, 1916, an Equity committee approached Mountford about affiliation under terms laid down by the WR, and as a result Mountford agreed to recognize an Equity card as a union card until midnight of the last Monday in May, by which time it was expected that Equity would have come to terms, and also agreed not to issue a charter to any other body in the meantime. Equity decided, however, not to join the WR, even though an annual meeting authorized it by a vote of 890 to 21, because the Equity council was not satisfied with some of the WR conditions for affiliation.<sup>101</sup>

Mountford, who had been negotiating a union with the Actors' Society until the overtures from Actors' Equity, felt that Equity had double-crossed him,<sup>102</sup> and was particularly chagrined when the Actors' Society affiliated with Equity that summer.<sup>103</sup> The WR decided to continue their attempts to consolidate their power by forming alliances with musicians, stage hands, and other bodies of theatre employees.<sup>104</sup>

In December of 1916 Mountford and Fitzpatrick, at the AFL annual convention in Baltimore, managed to thwart an Equity attempt to overthrow their AFL charter.<sup>105</sup> The WR informed the convention of their aims: a maximum of three shows a day, a six-day week with extra performance pro rata, 5 percent standard commission, no cancellations for membership in the union, and an end to benefits or entertainments without union permission.<sup>106</sup> Though they managed to keep their AFL charter, the WR continued to meet with failure in their attempts to initiate reforms with the managers.

Late in 1916 Albee and his colleagues formed a rival organization to the WR called the National Vaudeville Artists (NVA). A staff of officers was recruited and at the UBO a new contract was drawn up containing this clause:

The actor hereby guarantees that he is not a member of the WRAU and that he is a member in good standing of the NVA. In the event that either of these statements be found untrue this contract is automatically cancelled.<sup>107</sup>

The managers used the NVA to thrust the knife deeper into the WR by announcing that they, the managers, would award the NVA everything the WR were fighting for, except a closed shop.<sup>108</sup> This had the effect of weakening an already weak organization.

This was a deliberate flouting of basic American labour principles and a direct challenge to the WR. Mountford, backed into a corner, threatened to call a nation-wide strike of all performers in protest.<sup>109</sup>

In January of 1917 Mountford had a conference with Charles C. Shay, president of the International Alliance of Theatrical Stage Employees (IATSE), Joseph Weber, president of the American Federation of Musicians (AFM), the president of the Boston Central Labor Council, James W. Fitzpatrick, president of the White Rats, and Mike Fenton, president of the Teamster's local in Boston, with the purpose of lining up support for any work stoppage by the WR. Despite Mountford's plea for aid, however, Shay withheld his support, and the WR began their strike without the invaluable support of their fellow workers in the theatre.<sup>110</sup>

The strike began in February, 1917, in Oklahoma City, in aid, ironically, of the stagehands, who were not supporting the WR strike. Sinopoulo, a manager in Oklahoma City, had fired his union stage crew and hired scabs. The discharged crew appealed to Mountford who, perhaps with the aim of winning IATSE support, at once called the actors out in sympathy.<sup>111</sup>

In New York the WR strike, which began in March, 1917,<sup>112</sup> also benefited the stagehands rather than the actors. For six years IATSE had sought to unionize the Loew, Moss and Fox circuits. When the WR struck on those circuits the managers signed a union-shop contract with the stagehands the following day, and the stagehands immediately went out and picketed the actors.<sup>113</sup> It seems likely that some sort of "understanding" was reached between the managers and the IATSE officials that the stagehands would receive a contract if they agreed to picket the WR.

Similarly in New England on the Poli circuit, with the exception of Waterbury, the stagehands announced to the public that the Poli theatres were union theatres, and called the actors "city agitators" who were trying to destroy the friendly relationship between the stage crews and the management.<sup>114</sup>

In Boston, where the Scollay Square Theatre<sup>115</sup> and a few Gordon Brothers Theatres<sup>116</sup> were struck, there was no stage-crew union shop until the actors walked out.<sup>117</sup> The managers immediately signed a union contract with the stagehands and filmed motion pictures of the signing, which were shown in the Gordon and Keith theatres with

captions that read, "This is an American Federation of Labor house and the manager is a friend of labor."<sup>118</sup> The managers, having made sure the stagehands would not strike in sympathy with the actors, set about to demoralize the strikers. In order to make up a comprehensive black-list the managers rented quarters directly opposite the WR clubhouse and had agents record the name of any performer seen entering. Albee, however, was unable to obtain the WR 5 percent levy list in order to make up a comprehensive black-list. The list included the names of all members who contributed 5 percent of any earnings made while on strike in order to help finance the job action.<sup>119</sup>

Nonetheless the managers' spy system gradually produced results. As the strike dragged on and victory for the managers seemed increasingly likely, no WR who wanted to keep playing dared enter the clubhouse. The membership dwindled as strikers abandoned the cause, and receipts for the strike fund dipped from two thousand dollars weekly to sixty-five dollars.<sup>120</sup>

As the financial situation of the WR rapidly worsened, even the furniture in the clubhouse was mortgaged for five thousand dollars. When the club defaulted on their first-mortgage interest to the Mutual Bank, Mountford arranged for the bank to assume the WR's commercial debts, although the WR had to agree to leave the building. The property was quickly bought by the 229 West 46th Street Corporation, a front for the rival National Vaudeville Artists, who were quick to take possession after the purchase.<sup>121</sup>

On April 6, 1917, Supreme Court Justice Pendleton ordered the WR to stop picketing any Loew theatres and to stop urging the public to boycott in sympathy. The order was to stand until April 10, when the actors' union was to give cause as to why the injunction should not be permanent.<sup>122</sup>

The court order was the blow which finally broke the actors, as the WR called the strike off on April 11, 1917. They announced that they believed that it was their duty to refrain from conducting strikes while the U.S. was at war.<sup>123</sup> Indeed, immediately after America entered World War I on April 6, Samuel Gompers urged workers not to take advantage of the war to press labour demands.<sup>124</sup> Despite their official "line", however, it is obvious that the WR were a broken bankrupt group which realized that they had lost yet another battle with the managers.

In retrospect it seems obvious that the WR strike was doomed to failure almost before it began. The WR failed to win the support of the stagehands, *et cetera*, and so the managers were able to keep their theatres open and their receipts coming in. Without their profits threatened the managers were under no real pressure to negotiate and thus could--and did--simply "starve out" the striking actors.

The fact was, however, that the White Rats had no real choice but to strike. With the inception of the company union--the National Vaudeville Artists--and the announcement by the managers that they would grant to the new union all those things for which the White Rats

had so long struggled, the very existence of the White Rats was threatened. Had the White Rats tried to exist side-by-side with the NVA, in all probability, before long all but the most fervent WR supporters would have joined the new union which, after all, was already enjoying the benefits and privileges which the WR had yet to negotiate. In effect the WR chose to fight one last battle rather than become a redundant organization and inevitably fade away. With the luxury of hindsight one can see that perhaps if the WR had waited a little longer before taking job action until they could prove to their brother-unions and the public that the NVA was a company union, then the striking actors could have shut down the theatres with the aid of the sympathetic unions, discredited the NVA, and forced concessions from the managers. The WR, however, chose to take action before the inevitable exodus of performers from their union to the NVA weakened their organization to the point where it could not possibly stand up to the managers no matter what the circumstances.

In the years following their disastrous 1917 strike the White Rats became increasingly ineffective and powerless as many of their members pragmatically chose to join the NVA. Members loyal to the WR were black-listed,<sup>125</sup> a tactic the managers effectively used to further weaken the WR. For example, the Federal Trade Commission ordered Mountford to produce the WR levy list and threatened him with contempt if he did not comply. A WR official, aware that the list could be used to make a comprehensive black-list, claimed to have thrown the list into one of the foundations of the Golden Gate Bridge

while the cement was still soft.<sup>126</sup>

The credibility of the WR suffered another serious blow in October, 1917, when the Supreme Court ordered an inspection of the union's books. The motion was set in order by Goldie Pemberton, a WR member, and was supported by affidavits from Harry De Veau, head of the Actors' International Union branch of the union, who charged that \$200,000 of union money had been misappropriated. De Veau claimed that Mountford had admitted the amount of misappropriation to Gompers of the AFL during an internal investigation by them the previous November.<sup>127</sup> This was the second time Mountford had become involved in charges of misappropriation of union funds.

At a hearing held on October 26 the WR executive failed to present the books to the court. The union representatives claimed the actors were afraid that if made public the books would provide vaudeville managers with a black-list. The union admitted that a realty company organized to build a clubhouse had misapplied funds. The matter seems to have been dropped as there were no charges laid in court.<sup>128</sup>

Ignored by the managers, beset with internal strife and abandoned by many performers, the WR found it necessary to fight to maintain an AFL charter. At an AFL convention in Buffalo in November of 1917, Mountford managed to persuade the delegates to retain the WR charter and support his union's actions. The federation passed a resolution to "Urge all actors to join the White Rats Actors' Union and that all organizers of the AFL be instructed to offer the White

Rats every possible assistance."<sup>129</sup> If this fine sentiment had been translated into action ten months earlier the WR would not have been forced to a position where they had to plead for continuation of their charter.

In June of 1918 the AFL met to discuss the future of the WR, whose membership had slipped to three thousand. *Variety* observed, "The reported attitude of the Executive Committee was that as the Rats was a dying organization, it was useless to waste the time of the delegates by submitting a resolution for the revocation of the charter."<sup>130</sup> This unlikely scenario can perhaps be explained by the fact that Equity had approached the AFL about a charter, and the AFL officials needed time to investigate whether it would be best to grant a new charter to Equity or whether Equity should amalgamate with the WR.<sup>131</sup>

In early 1919 W. B. Rubin, a prominent labour attorney from Milwaukee, arranged a meeting between Equity and WR representatives.<sup>132</sup> The WR agreed to turn in their charter to the AFL, which would issue a new international charter to cover the entire amusement field. Within that international would be a number of unions, each of which would be autonomous in its own field. As each union would be entitled to one representative on the International board for every three hundred members,<sup>133</sup> Equity would likely be the dominant force in the international.

Accordingly, the Associated Actors and Artistes of America was granted jurisdiction on August 28, 1919,<sup>134</sup> by the American

Federation of Labor over every charter of every organized union of actors and over the granting of any new charters.<sup>135</sup> Equity was given the Presidency and Treasury on the first board while the WR provided the Executive Secretary and Vice-President.<sup>136</sup>

The new AFL jurisdiction included "all actors and actresses, either legitimate, lyceum, circus, cabaret, vaudeville, chautauqua, burlesque, motion picture, stage managers, or any other entertainers of the public."<sup>137</sup> Despite its broad jurisdictional grant, the 4A is a figurehead organization having virtually no real function or authority. It serves as an umbrella organization encompassing several autonomous branches representing different types of artists in the field of the performing arts. It provides a forum to discuss matters of mutual interest, a necessary channel of communications, and the machinery to resolve jurisdictional conflicts and regulate the activities of affiliated branches during strikes.<sup>138</sup>

By 1934 the WR branch of the 4A could not show the AFL any dues-paying members, and gave up their charter to Equity. Years later the American Federation of Actors received the charter from Equity for vaudeville and night clubs. Now it is called the American Guild of Variety Artists and has jurisdiction over night clubs and what is left of vaudeville.<sup>139</sup>

The history of the WR clearly demonstrates exactly what any actors' union would have to do to force the managers to deal with them on an equitable basis. Most important, the actors needed to be united in a central union or federation of affiliated unions so that in the

event of a strike the actors could restrict the number of available alternate performers (scabs, amateurs, *et cetera*) to the point where the managers would not be able to fill their bills.

The actors also had to win the support of the non-performing workers of the theatre before they struck. The WR strikes, taken without that support, failed in part because the stagehands, *et cetera*, kept the theatres open, so that by finding scab performers the managers were able to book shows. The best way to win the support of the non-performing workers was to convince them of a just cause and to arrange work action for the time most propitious for both unions.

Finally the actors had to win the support of the public in any strike action. The managers were well organized and their circuits ran all over the country. After the 1917 WR strike, the managers pooled their resources and paid damages to all those struck managers who had suffered for all. Only by enlisting the sympathy of the public and hence persuading people across the country to boycott certain theatres could the actors apply enough economic pressure to force the managers to discuss grievances realistically. In short, the actors had learned that the only way they could win any meaningful concessions from management was by presenting them with a well-organized front and cutting off so large a piece of their profits that the managers would negotiate.

In their dealings with the WR the managers had revealed the tactics they were to use against any actors' union. First they would piously decry the entry of trade unions into the artistic world of

the theatre and would steadfastly refuse to recognize the union as representative of the actor. Then they would discredit the union leaders and black-list active union members. They would weaken any strike action by hiring scabs, and would concede certain issues to settle a strike but at an opportune time, often after re-forming into a "new" organization (hence unbound by a previous arrangement), would revoke those concessions. Finally, when the actors' demands could no longer be ignored, they would form a rival workers' group (i.e., the National Vaudeville Artists), grant them a number of concessions, and hence destroy the old organization whom they, of course, would still refuse to recognize. The actors were left with a paper victory; they had their better working conditions and a "union", but as the "union" was manager-controlled the workers could ask for their rights but could demand nothing. In an ideal world the concept of "benevolent management" might well work, but if nothing else the seventeen-year struggle by the WR had vividly demonstrated that the right to increase profits took precedence over the right to equitable work conditions.

## CHAPTER 10

## WHITE MICE

Perhaps the most curious of the actors' organizations was the White Mice. This group of chorus girls is notable only in that their aims and statements suggest that they were the managers' pawns in an attempt to harass and discredit the legitimate actors' union movement and the White Rats in particular.

The White Mice met on February 24, 1901 in New York. There must have been at least one previous meeting as at this meeting it was announced that president Rita Dean had resigned. The assembled chose Annie Black as their new president and Frances Rockefeller King as their secretary.<sup>1</sup>

The organization received the endorsement of Charles Frohman and other managers. The White Mice went to great pains to make it very clear that they posed no threat to anyone. They announced that they did not intend to be anything in the nature of a labour union or to oppose the managers in any way. They did intend, however, to raise a fund which would "attend to the needs of those chorus girls who are stranded or sick."<sup>2</sup> Towards this end a "Mice's Ball" was to be held at Grand Central Palace on March 7, 1901.<sup>3</sup>

One member of the White Mice told the *New York Times*:

When we get enough money in the treasury we are going to open a headquarters office, and have a permanent manager and a secretary. She, too, will be a woman. Then we will help all girls who get

stranded while on the road--that is, when the manager "welches" you know--when the show fails, and the man with the box office receipts keeps out and leaves the girls to get back home as best they can. We are also going to help all members to get desirable bookings at the opening of the season. Such a thing will be as big a help to the managers as to the girls, for, you know, he is not overrun with applications for positions to the chorus. That's more romance which you read about. If you don't believe it go look at some of the collections on the stage to-day. Why, you would think that the poor managers would have to put up with everything.<sup>4</sup>

The conciliatory tone and attitude of the White Mice suggests that the organization was underwritten and conceived by the managers to undercut the strength of the WR, formed a year earlier.

Apparently the White Rats were well aware of the tactics behind the formation of the new organization. The White Mice were indignant and openly critical of another benefit to be held on March 7--the day of the Mice's Ball--which was held under the patronage of the "Employes [*sic*] of the New York Theatre."<sup>5</sup> It seems likely that this rival ball was set up by the White Rats.

Then, on March 3, 1901, another social club which claimed to have been chartered on May 23, 1896, also under the title of "White Mice", announced that they were investigating the possibility of contesting the chorus girls' use of the name. It was reported that the group, which held its meetings in the rear of Klein's saloon, got the idea for the name of their club when a group of them, discussing the possible organization of a club, were disturbed by a man who rushed in with several white mice running up his arms.<sup>6</sup>

On this deliciously ridiculous note we leave the White Mice, who apparently scampered back into their burrows, as we hear of them

no longer. Under the surface absurdity and humour of the episode, however, lies an idea which the managers were eventually to use to great effect against performer unions--the idea of setting up a rival organization to weaken the original organization.

## CHAPTER 11

## THE COMEDY CLUB

The Comedy Club began as an actors' club in 1907<sup>1</sup> to protect actors against act pirates<sup>2</sup>--people who stole their material. It eventually became a social club which admitted managers, agents and non-professionals. So heterogeneous a collection was bound to produce dissension and was unlikely to make a concerted effort to improve the working conditions of the actor.

Will Cressy and other members of the vaudeville Comedy Club planned to build a theatre in New York. The plan called for club members to take up the bonds to finance the building.<sup>3</sup> The ideal, also pursued by the White Rats, of a circuit run by and for the performer, failed to get beyond the planning stage.

The Comedy Club was extremely worried by the rapidly growing strength of the vaudeville trust and the ever-dwindling booking options available to the performer. To keep Percy Williams, who controlled a chain of a dozen theatres in New York, from being swallowed by the Keith-Albee syndicate, the Comedy Club pledged the one hundred comedy acts it represented to the Williams banner for 1908.<sup>4</sup>

In 1913 *Variety* scolded the Comedy Club for permitting even important managers to sit on its directors' board. An actors' organization which had managers in top-level positions obviously was not going to force any meaningful concessions from managers.

In May, 1914, the Comedy Club obtained a new clubhouse on 43rd Street, east of Broadway.<sup>6</sup> By September of the same year their clubhouse was repossessed. The club claimed that their financial problems were a result of their failure to raise funds through a jubilee.<sup>7</sup>

In light of their evident failure financially the club, which claimed nine hundred members, announced its intention to reorganize.<sup>8</sup> Its attempt, however, was unsuccessful, and the club collapsed after eight years of existence. Some of the older members tried to resurrect its spirit in a new group, called the Jesters, but this too failed.<sup>9</sup>

The managers often claimed that they were not willing to deal with actors on a union basis, but that they were "always willing to meet the actor in a social organization."<sup>10</sup> The Comedy Club was just such a social organization and dealt with the managers, yet it failed to win any concessions for the actor.

## CHAPTER 12

## NATIONAL VAUDEVILLE ARTISTS

The National Vaudeville Artists was a company union set up by the managers. By granting the NVA all those things which the White Rats were (unsuccessfully) fighting to obtain, the managers succeeded in their aim of breaking down the workers' union. Performers were soon to discover, however, that once manager interest in the management-controlled union died, the benefits and advantages of the company union would end.

The National Vaudeville Artists was a company union set up by Albee<sup>1</sup> in 1916.<sup>2</sup> Wilton Lackaye, a vaudeville performer, commented upon the impetus behind the union by joking that NVA stood for "Never Vex Albee".<sup>3</sup>

The impetus for the formation of the NVA may have been fear by the managers that the White Rats and Actors' Equity were going to amalgamate into a single potentially very powerful union. By setting up a rival union and granting it literally all those things which the White Rats were struggling to obtain, the managers hoped they could break the resolve of the workers' union.

There were fifteen hundred actors at the first NVA reception which saw Willard Mack installed as president, Mary Irwin as treasurer,<sup>4</sup> and Henry Chesterfield as secretary.<sup>5</sup>

To ensure a healthy membership Albee issued an order that before anyone signed a contract for any of the VMPA houses, they would have to give up their WR membership and join the NVA.<sup>6</sup> A clause in the UBO contract read:

The actor hereby guarantees that he is not a member of the White Rats Actors Union and that he is a member in good standing of the NVA. In the event that either of these statements be found untrue this contract is automatically cancelled.<sup>7</sup>

Albee offered the NVA everything the White Rats were fighting for except a closed shop. He made the NVA all the more appealing by having the UBO award non-cancellable contracts,<sup>8</sup> although eventually the cancellation clause was reinserted.<sup>9</sup>

The managers, realizing that they had much to gain by supporting the NVA and keeping its members pacified, co-operated to the extent of helping the NVA minimize grievances. A joint committee of both the NVA and VMPA would investigate if an actor had a complaint against a manager. If the charges were found to be true, the VMPA penalized the manager.<sup>10</sup>

As an action of friendship to the actors, the managers decided to pay a full week's salary to NVA members in spite of the Tuesday layoffs occasioned by the government's fuel conservation program during World War I.<sup>11</sup>

The NVA fund, part of which went for actors' insurance, became an important factor in theatrical charities. Theatres like the Palace and the Hippodrome were donated free for the NVA annual benefits, an idea credited to Albee.<sup>12</sup> The VMPA added to the fund those fines they

imposed upon acts for missing trains, backstage fights, and other misdemeanours.<sup>13</sup> In 1916 there was \$3,500,000 in the fund, and Albee gave members a \$1,000 death benefit.<sup>14</sup>

The NVA also made its members happy by taking disciplinary action against act pirates, an action long overdue.<sup>15</sup> Act pirates were people who "stole" the routines and acts of other people for themselves or for sale to other performers.

Perhaps to prove that it had no intention of turning into a militant union, the NVA voted to admit lay members. *Variety* attested to its numerical strength by issuing its first NVA Anniversary issue.<sup>16</sup> With all its benefits and the apparent waning strength of the White Rats after their unsuccessful 1917 strike, by 1918 the NVA totalled over twelve thousand members.<sup>17</sup>

Albee, at the dedication of the NVA clubhouse in April of 1919 told the NVA actors to take engagements wherever they could get work--on any circuit--and they would not be black-listed on the Keith circuit for playing the opposition. He also urged them to take up all complaints with NVA officials and, if they could not get satisfaction, to see him personally.<sup>18</sup>

The clubhouse itself was completely renovated at a cost to Keith of \$500,000.<sup>19</sup> The clubhouse had 106 sleeping rooms renting at \$1.50 to \$3.00 a night and boasted a swimming pool.<sup>20</sup>

Albee's NVA seemed to be working well. Complaints against managers dropped from a high of 360 a month to a new low of 20 a month. Keith, for the first time in vaudeville history, was issuing

"pay or play" contracts which guaranteed the performer his pay even if, for some reason, the manager failed to put up a show.<sup>21</sup>

As long as the White Rats were still an active force in vaudeville, the managers maintained a benevolent attitude towards the NVA. Once the White Rats had joined the Associated Actors and Artistes of America and were amalgamated with a number of actors' groups who had proved, in the 1919 Equity strike, that they could back up their demands with effective job action, the managers became all the more eager to please the NVA members and thus avoid a movement of actors to the 4A and the inevitable ensuing confrontation.

Thus the NVA members obviously owed their good fortune to the work of the White Rats. Their contract and benefits were taken directly from the list of demands the White Rats had so long fought for, and it seems likely that if the actors' unions had, for any reason, suddenly disappeared, the NVA would have quickly found itself in a precarious position.

The actors' unions did not, however, disappear, and it is undeniable that the NVA greatly improved working conditions for the vaudevillians. Had a company union like the NVA been set up twenty years earlier with similar benefits, a great deal of strife and trouble would have been avoided and in all likelihood the managers would not have been forced to deal with militant trade union tactics. The energies squandered by management and performers fighting each other might have been directed into the spirit of co-operation now evident and could perhaps have maintained the popularity of vaudeville

in that decade when vaudeville effectively died.

By the mid 1920s, with vaudeville in its death throes, Albee and the other managers lost interest in the company union. It was, after all, of import to the managers only as long as vaudeville was a profitable business. As vaudeville failed performers found that their contracts became increasingly inequitable and the benefits previously offered, such as "pay or play" clauses, were rapidly dropped.

The performers, without any real power in the NVA, and toiling in a dying theatre form, had no alternative but to accept whatever the managers offered. In 1926 *Variety* attacked NVA management and advised NVA president, Fred Stone, and other members, to take matters into their own hands and investigate the state of the club's treasury. *Variety* wrote: "There should be about \$2,000,000 in the NVA treasury by this time. Maybe more, who can tell? Never, since the NVA was organized, has there been an election of officers by the full membership of the club."<sup>22</sup>

Pointing out that dues were enormous, benefits slight or non-existent when needed, *Variety* urged actors: "Demand a full meeting. Elect your own officers. Run your own organization. See where the money is going. Take full charge. It's a gag, this NVA; has been a gag since the day the NVA was started as a gag."<sup>23</sup>

The actors attempted to obtain answers from management over the finances and purposes of the NVA, but only succeeded in killing what little interest the managers yet held in the organization.

Albee, for example, left the NVA no money in his will with the complaint that those in charge "have summarily dispensed with my services, support and cooperation."<sup>24</sup>

In 1930 the VMFA folded up with no money in its treasury and no interest among managers. The NVA, which had always been dependent on the VMFA, dropped its payments of insurance and weekly gratuities to ailing vaudevillians and became a matter of no interest.<sup>25</sup>

Even though the NVA had been underwritten by the managers, it did afford the performer a great many laudable services. Any protection it afforded the actors, however, was illusionary as the benefits and services of the NVA were completely dependent upon the whims and attitudes of the managers. Once the managers began to lose interest in the NVA it folded like a cardboard house, and the performers discovered that the NVA without managers was as useless as the White Rats had always claimed it would be.

## CHAPTER 13

## HEBREW ACTORS' UNION

From the beginning, the Hebrew Actors' Union (HAU) was in a unique situation in that with the very limited number of Yiddish-speaking performers available the Hebrew actors were in such demand that they could approach the managers from a position of power. As a result the HAU very quickly achieved a working standard which it took the English-speaking performers a long time to obtain.

Between 1881 and 1903, 1,300,000 Yiddish-speaking Jews emigrated to America, and most settled in New York, their port of landing.<sup>1</sup> By 1902 there were an estimated 600,000 Jews in Greater New York--or fully 16.5 percent of the general population.<sup>2</sup>

Theatre rapidly became an important feature of American Yiddish life. The first professional performance of a Yiddish play in America, organized by Boris Thomashefsky, was a performance of *Koldunye* in 1882.<sup>3</sup> Yiddish theatre was a breath of home with familiar music, plots and actors. The theatre itself provided a meeting place for people with common backgrounds and problems. The plays reinforced traditional cultural values and religious beliefs and were enormously popular with the new immigrants. A book, published in 1902, claimed that, "Many a poor Jew, man or girl, who makes no more than \$10 a week in the sweat-shop, will pay \$5 of it on the theatre, which is practically the only amusement of the Ghetto Jew."<sup>4</sup>

The Yiddish-speaking community, especially in immigrant communities like New York, was almost entirely proletarian. Any Jew who rose out of the working class almost invariably also left his ethnic community for a non-Yiddish speaking culture. Literally, then, only "the people" were left to support Yiddish theatre which, in turn, was itself proletarian and truly popular in that it was supported almost entirely from within the Yiddish community. This sense of close involvement between the Yiddish theatre and the Yiddish community created a situation where labour problems and personality conflicts often became intertwined and thus doubly complicated.<sup>5</sup>

In 1884 the first Yiddish company came to the United States. Members included Moses Heine, Moses Silberman, Mrs. Karb, and a playwright, Latteiner.<sup>6</sup>

The first Yiddish theatre in America, a renovated music hall on the Bowery, was called the Oriental. A year later a second, the Roumania, was opened.<sup>7</sup>

In the late nineteenth century the Lower East side of New York, home for most of the Jewish population in America, saw the birth of many labour movements, and not surprisingly this interest in unions spread to the theatre. The development of the Hebrew Actors' Union was complicated in that the Yiddish theatre was like a large dis-organized family that directors, managers and stars could also join, at least temporarily.<sup>8</sup> Further complications arose because labour differences were often exacerbated by family ties which set up difficult situations involving split loyalties.

Joseph Barondess, a leader in the Jewish labour movement in New York,<sup>9</sup> spearheaded the formation of the HAU in 1898.<sup>10</sup> The original charter of the HAU, Local 1, covered the New York Yiddish legitimate theatre.<sup>11</sup> The HAU was affiliated with the American Federation of Labor as their charter was issued under the auspices of the Actors' National Protective Union.<sup>12</sup>

There were three principal issues behind the organization of the HAU. First was the establishment of a minimum wage. Hebrew actors were paid a share, known as a "mark", rather than a guaranteed salary. Sholen Pednutter claims that before the HAU was formed, actors received an average of from six to eight dollars a week.<sup>13</sup> Each theatre maintained a system which appeared to be a co-operative but which was subject to the whim or greed of a star or manager. The major percentages were distributed to authors, directors and stars, with the lesser actors receiving their mark allocation only after the payment of the fixed expenses of rent, heat, light, advertising, and other operating expenses.<sup>14</sup> With the establishment of the union, actors were to be divided into three classifications--bits, parts and leads--and the minimum scale was to be \$18, \$24, and \$36 respectively.<sup>15</sup>

The second issue was the dignity of the actor. In particular the Hebrew performer wanted the protection of a union against verbal abuse from the managers. With union status, as one of the actors put it, "We shall no longer be spat upon nor called 'dog.'"<sup>16</sup> It has been suggested that the reason for the verbal abuse was that the managers, particularly the energetic Thomashefsky, insisted that the actors

should be prompt at rehearsals, and if they were not, indulged in unseemly epithets.<sup>17</sup>

A third factor in the actors' decision to unionize was the "star" system. As "stars" controlled the companies, lower actors had few chances to try for more challenging roles to further their careers and increase their salaries.<sup>18</sup> These actors hoped to alleviate the salary problem with a fixed minimum wage, and hoped that with union status they could make stronger demands for a chance at a lead role without fear of dismissal.

The managers refused to meet the wage demands of the new union, and a strike followed, closing the three Yiddish theatres in New York in 1898. The managers engaged out-of-town actors to take the place of the strikers, but these were of inferior calibre and proved unpopular with the public. After six weeks the managers conceded to the demands of the new union and the strike ended.<sup>19</sup> Here we have an example of how the unusual position of demand enjoyed by the Yiddish actors put them in a position where they could effectively back up their demands by going on strike with the knowledge that their talents were difficult to replace adequately.

Ironically, many of the actors, having won the strike, found that they made more money on the old "marks" system than the new salary arrangement. Conrad, one of the instigators of the strike, had made thirty-nine dollars a week for months before the strike, and after the altercation made twenty-nine dollars a week.<sup>20</sup> Thomashefsky claimed that with the union, the "triumphant actors now receive on the average

probably ten dollars to fifteen dollars a week less than under the old system."<sup>21</sup> The union salary for the leads obviously did not satisfy the stars, as benefit performances for actors continued for more than twenty years after the union's conception. On the other hand, the actors now had a minimum wage scale to depend upon and were ensured their wages whether or not the play was successful.

Local 1 immediately instituted a closed-shop policy so that a so-called "Chinese Wall" enclosed its members. Outside actors were not even allowed to apply for membership until they had played several years outside New York. Once the actor got permission to apply to Local 1 he paid an application fee and auditioned before a board of admittance. Only when the board deemed the audition successful was the applicant accepted into Local 1.<sup>22</sup>

This closed shop did have the beneficial effect of leading to an active provincial theatre in cities like Toronto and Detroit, where actors not in Local 1 were forced to ply their trade.<sup>23</sup> However, it also created a situation in New York where the managers were deprived of reasonable choice in that they had to choose their casts from the relatively restricted number of Local 1 actors. This led to a situation where, for example, fat old men and women sometimes had to be cast as *yeshive* boys and gypsy maidens.<sup>24</sup> In other words, in this particular situation the old complaint that the unionization of actors would lead to unwarranted artistic concessions turned out to be true.

Local 2, established in 1902,<sup>25</sup> covered the Yiddish touring companies, and Local 5, established in 1903, covered Yiddish vaudeville.

Eventually a Local 18 was organized as well. After a number of unsuccessful attempts the locals merged in 1922,<sup>26</sup> under the guidance of Reuben Guskin.<sup>27</sup>

As well as their affiliation with the American Federation of Labor, through the charter of the Actors' Protective Union, the HAU was also a member of the United Hebrew Trades Union (UHTU) which, by 1908, consisted of about seventy unions, most of which involved garment workers. In August of 1908 Max Pine, secretary of the UHTU, negotiated an affiliation with the Workmen's Circle, a labour federation of Jews which extended across the United States.<sup>28</sup> By 1910 the UHTU encompassed 106 unions with an aggregate membership of 150,000 people.<sup>29</sup>

Strikes, lockouts and job actions were frequent in the Yiddish theatre. Coverage of the Yiddish theatre in the English language dailies, however, was sketchy, and often issues were skimmed over or stories were not followed through. The following are examples of the major clashes in the Yiddish theatre.

*August 29, 1901*

The actors at the three Yiddish New York theatres struck before the season began. The *New York Times* mentioned that where it was almost expected for the Hebrew actors to strike at the beginning of the season, this time they had outdone themselves through a pre-season strike.

All three theatres settled differences with their actors after several conferences between the parties. The actors' demands were considerably modified but neither side would say what the demands were.<sup>31</sup>

*January 4, 1907*

Six Hebrew music halls and vaudeville shows including Agid's Music Hall,<sup>31</sup> the Grand Music Hall, and the People's Music Hall, were struck by performers and staff. The immediate grievance was the hiring of non-union carpenters by management.<sup>32</sup>

At the People's Music Hall a performance was given on the first Saturday after the strike was called by English-speaking actors and actresses.<sup>33</sup> Without an all-encompassing actors' union, the striking performers had to rely on moral principle rather than legal restrictions to keep other actors from taking their place. In the case of the Hebrew theatres, however, the audience wanted Yiddish theatre, and would not long be satisfied with English speaking replacements.

The strike ended on February 2, 1907 at all the theatres except Agid's Music Hall. Business agent Spradnik of the HAU claimed that the strikers had won union conditions in all departments.<sup>34</sup> This probably meant that management had agreed henceforth to hire union workers for all work in the theatre.

A secondary issue settled by the strike saw the union win their demand to have the maximum allowable age of the Jewish chorus

girls set as a matter for union discretion. The union promptly limited the age of chorus girls to sixty-five.<sup>36</sup>

This perhaps unreasonable or unrealistic decision to allow elderly women to perform in the chorus suggests a lack of responsibility on the part of the union. In all probability, however, this decision by the union was a means to ensure the security of the older union members. There was, after all, no pension plan or assured income for those people who were unable to work. Ordinarily a chorus girl grown too old to be considered attractive enough for performance found that like any other worn-out part she was simply discarded. The managers, however, now found themselves in a position where they had to use these women as chorus girls or provide them with alternate work in the theatre.

*August, 1909*

Jacob Adler, David Kessler, and Boris Thomashefsky were threatened by a strike of all their employees; actors, musicians, prompter, costumers, stage carpenters, chorus people, ushers and bill posters. The United Hebrew Trades Union issued an ultimatum and announced that if their demands were not met, they would close the theatres on August 27, the opening night of the season. The managers announced their intention to give an all-star non-union performance at one of the theatres if there were a strike.<sup>36</sup>

The major dispute involved the musicians' demand for a three dollar per week raise to twenty-seven dollars a week. The

managers, in turn, wanted the freedom to hire non-union musicians.<sup>37</sup> If the workers were to lose the right to a closed shop the unions would be broken as management could hire non-union workers and freeze out organized workers.

Another issue involved the fate of twelve actors who did not receive contracts as all positions for the year had been filled. The HAU allotted three of these actors to each of the managers and demanded that they put them on the payroll whether they were used or not.

The bill posters were upset over plans by management to use newspapers rather than posters for advertisement, and the dressers wanted assurances of continued employment by the theatres.<sup>38</sup>

One manager, Jacob Adler, announced that he was to retire from the theatre and planned to sublet his Grand Street Theatre for a moving picture show. He blamed the irrational union demands for driving him out of business, and claimed that in some weeks he paid out as much as \$3700 and brought in as little as \$1300.<sup>39</sup>

The plan by the managers to stage an all-star performance fell apart over personal arguments and the shock over Adler's startling retirement.<sup>40</sup>

The union demands for ensured employment for the actors, bill posters and dressers, and the projected three dollar weekly raise for the musicians had forced one of the three Hebrew theatres to close, and touched off a chorus of pessimistic forecasts from the managers. Thus, it was doubly surprising when, after only two days,

the strike ended at the two remaining theatres. The union won their demand that all their actors be hired, the musicians got their raise, and the bill posters were guaranteed payment whether or not their services were utilized.<sup>41</sup>

In March of 1910 David Kessler announced that a new Yiddish theatre would be built and the stock company at the Thalia would be transferred to the new theatre. Jacob Adler, the manager who had announced his retirement because he could not make money in the theatre, stated that he would take over the Thalia Theatre with a new company.<sup>42</sup> By returning to the theatre Adler implicitly admitted that he found the theatre a profitable venture and demonstrated that his claim that the union made impossible demands was false hyperbole.

The Hebrew Actors' Union, affiliated with the AFL through their association with the Actors' National Protective Union, was subject to the various mergers of their parent union. Thus after the 1910 merger the Yiddish actors became a branch of the White Rats Union of America, and in 1919 became one of the eight unions making up the Associated Actors and Artistes of America.

The Hebrew Actors' Union was very successful in winning its demands for better working conditions from management. The Yiddish actors were in a strong position because their unique standing within their ethnic community placed the law of supply and demand decidedly in their favour. The English-speaking actors in the legitimate theatre used the achievements of the Hebrew Actors' Union as a standard for which they could strive. More importantly, the Hebrew Actors'

Union demonstrated that trade union practices, such as the use of affiliated unions in job actions to apply pressure on management, worked effectively against even the most reluctant managers.

## CHAPTER 14

## ACTORS' SOCIETY OF AMERICA

The Actors' Society of America (ASA) was much like the original White Rats Actors Union in that it had the aims of a union but not the structure. By the time the Actors' Society had discovered, just as the White Rats had discovered, that only by becoming a union could they win any concessions from the managers, interest in the group had fallen to a low point and the organization folded. The collapse of the Actors' Society, however, coincided with the formation of a new organization, Actors' Equity, which stands as the first truly successful actors' union.

The Actors' Society of America was incorporated under the laws of New York State on May 13, 1896,<sup>1</sup> and adopted a constitution six days later.<sup>2</sup> Louis Aldrich,<sup>3</sup> George D. MacIntyre, William Courtleigh, Israel Washburne, and F. F. Mackay played an important role in the creation and development of the new organization.<sup>4</sup> The ASA headquarters were in New York at 40th Street and Broadway.<sup>5</sup>

The Constitution of the ASA asserted, "It shall be the duty of this Society to discriminate between responsible and irresponsible managers and to assist its members in securing contracts with responsible managers only."<sup>6</sup>

The principal aims of the association were:

To advance, promote, foster and benefit the profession of acting and the condition of persons engaged therein; to protect and secure the rights of actors; to inform them as to their legal rights and remedies; to advise and assist them in obtaining employment and proper compensation therefor; and to procure appropriate legislation upon matters affecting their profession.<sup>7</sup>

Thus the principal function of the ASA was to attempt to regulate, and if possible standardize, contractual obligations between actors and managers.

The constitution demanded that members of the association should have been actors for three years and resident in America for six months.<sup>8</sup> The society was not to interfere with any member's right to fix his own salary,<sup>9</sup> but was to aid the actor by ensuring that he secured contracts only with responsible managers.<sup>10</sup> Funds for the society were to be derived from initiation fees, dues, fines, donations and investments.<sup>11</sup> Initiation fees and annual dues were three dollars until the year ending August 31, 1897;<sup>12</sup> when from each succeeding year the initiation fee was to be increased three dollars to a maximum of thirty-six dollars.<sup>13</sup> Any member six months in arrears in his dues was to be dropped as a member.<sup>14</sup>

Some of the more significant by-laws of the Actors' Society were:

*Article IV; Section 3*

It shall be the duty of every member to refuse to take part in, direct or countenance in any way the production of a pirated version of any play.

*Article IV; Section 5*

It shall be the duty of every member when engaging actors, either by himself or through a deputy, except when such member may be acting as the agent of another, to employ none but members of this society in good standing.

This marks a tentative step towards a closed shop , where members will work only with fellow members.

*Article IV; Section 6*

It shall be the duty of every member, when his salary is two weeks in arrears in any company in which he may be employed, to retire from such company; and said member shall, on application to the Secretary, be furnished with his fare to New York City, or to his professional headquarters, at the discretion of the Board of Directors.

*Article IV; Section 7*

It shall be the duty of every member when he has not been paid his salary as per agreement by a manager or managers, to notify the Secretary, who shall lay the matter before the Board of Directors for investigation. And if the claim be declared by the Board of Directors to be a just one no member, after being duly informed of the case, shall accept or make any engagement with such manager or managers, or any agent of his or theirs, until the claim of the complaining member or members is settled.

This article provides the society with a means of enforcement against managers who do not live up to their obligations to the actor.

*Article VI*

The officers of this Society shall be chosen from the members in good standing; but no member while he is a manager shall be eligible to office, and when any officer becomes a manager his office shall be declared vacant.

Here the society attempts to make sure that their organization be actor-run and actor-oriented, by avoiding the situation extant in

the Actors' Fund where managers on the executive were naturally loathe to take any measures in deed or word against the managers.

Nearly five hundred members gathered at the first meeting of the ASA on June 18, 1896. John Malone, the president, said that "the aim of the Actors' Society will ever be to promote the best interests of the dramatic calling." He continued,

It will keep a record of the standing of theatrical managers, will procure engagements for its members, and establish a place of business for the actor. It will look after and guard the interests of the actor, so that he will not be compelled to rely upon managers or agents. The society will supply its members with legal advice, and protect them against unscrupulous members of their own calling.<sup>15</sup>

Malone claimed a membership total of nine hundred performers and predicted a membership of four thousand within two years.<sup>16</sup>

The original executive of the new society included:

President	-	John Malone
Vice-President	-	Wright Huntington
Treasurer	-	F. F. Mackay
Secretary	-	S. A. Washburne

Directors -

F. F. Mackay	Joseph W. Shannon
John Malone	Fanny Janaushek
Mary Shaw	Wright Huntington
I. A. Washburn	Frank Mordaunt
George D. Macintyre	M. A. Kennedy
Harry H. Harwood	Helene Lowell
Wilten Lackaye	Adolph Bernard
Mark Smith	William Leyden
Scott Cooper	Charles G. Gray
Bessie Taylor	R. F. McClannin
Emmett Corrigan	Cecil Kingston
Bingley Fales	Lizzie Hudson Collier
Mrs. J. L. Saphore	

On April 19, 1897, the president of the ASA, John Malone, retired after being accused of using his position for material benefit.<sup>18</sup> Subsequently on August 17, 1897, a new executive was installed.

President	-	Joseph Wheelock
Vice-President	-	Mark Smith
Secretary	-	J. D. Reynolds
Treasurer	-	W. F. Burroughs
Directors	-	John Jack
		Verner Clayes
		George D. McIntyre
		Maida Craigen
		William Courtleigh <sup>19</sup>

By 1899 the executive of the Actors' Society of America was:

President	-	F. F. Mackay
Vice-President	-	Maida Craigen
Secretary	-	George D. Macintyre
Treasurer	-	Mrs. Robert B. Manfell
Directors	-	Verner Clayes
		W. F. Owen
		William Courtleigh
		Theodore Roberts <sup>20</sup>

The rapid and almost complete changes in executive suggests that officers rapidly became frustrated with the inability of the society to achieve any significant reforms, and further reveals a lack of continuity of effort by the officers in the direction of reform.

In 1899 the monthly bulletin for the ASA listed the benefits which membership afforded the actor. These include a New York address, the advantages of a dramatic and information bureau, a reduced railway fare, and through the Actors' Society a means to keep his name before the public.<sup>21</sup> While these benefits are all well and good, they

certainly are not the sort of advantages the society originally foresaw themselves giving the actor.

Of the 844 actors registered in that same monthly bulletin, no fewer than 488 were "at liberty."<sup>22</sup> This high number of unemployed actors once again suggests that for most actors the issue was the job rather than the job conditions.

The Actors' Society was unsuccessful in its attempts to regulate the contractual obligations between actors and managers. Without the means to apply pressure on the managers, the society found that its suggestions and guidelines regarding contract form were ignored.

In 1903 the ASA made public "a new form of contract used by a certain class of managers which . . . exceeds any yet devised for placing the actor entirely within the power of those who engage his services."<sup>23</sup>

The ASA complained that the contract contained clauses of a contradictory nature, and listed on the back twenty-five regulations which the actor might not even see.<sup>24</sup>

The opening clause, after describing the duty of the player, states that:

. . . said employe shall loan to said employer the costumes used by said employe, to be used by each substitute the employer may select. . . . Any speciality, lines, or business introduced by the employe shall, if desired by the employer, become a part of the play thereafter without charge: said employe shall furnish to said employer photographs of such sizes and styles as may be required by employer.<sup>25</sup>

As these contracts were usually made with actors of a class who did not command salaries of more than from twenty to thirty-five dollars a week, it may readily be understood what such an item as photographs alone might mean. Besides, the actor, who had to supply his own costumes, was forced to lend them without remuneration to any substitute the manager should appoint.

The contract binds the performer to appear in any place of amusement in America, Canada or Europe that the employer might choose, and yet it is specifically stated that the manager does not agree to pay railroad or steamboat fare to the place where the company opens nor any fare after the closing performance. This meant that a manager could force an actor to pay the fare to cross the continent to join his company, there the actor could be forced to act three weeks without pay, or, at the manager's disposal he could close the play after one week and the actor would then have to pay his own way back across the nation.

The society, to demonstrate that such things did occur, made public a situation where they had just offered aid to four members in Montana who had not been paid for weeks and then when the play closed were left stranded and penniless.<sup>26</sup>

Another clause read:

This contract may be cancelled by said employer immediately or otherwise in case of bad business, or any other cause, necessitating in the judgement of said employer the abandonment of the play or tour, or the disbanding of the company, and may be canceled immediately or otherwise during rehearsal and before the first performance . . . or at any time during the first week's performance.<sup>27</sup>

George D. McIntyre, secretary of the association, said, "This form of contract practically makes a slave of the actor."<sup>28</sup> McIntyre made the point that the actor is the only part of the manager's expenditure which is on trust. Whereas the scenery men, railroad men, and house managers get paid immediately, the actor must wait and, if business is bad, take the losses.<sup>29</sup> Thus the actor was forced to take the risk without the redeeming possibility of sharing the profit if the play were a success.

The twenty-five regulations on the back of the contract read:

1. Any person employed in this company acting improperly, talking loudly, or using language calculated to produce a quarrel, shall forfeit \$5 and be liable to discharge, at the option of the manager.
2. After the proper notice on call boards, all rehearsals must be attended. For absence from each scene or piece of music, 50 cents forfeit; whole rehearsals, \$5 forfeit.
3. Any person appearing intoxicated on the street, in the hotels, barrooms, or on the stage at rehearsal or performance, or who may be unable to appear for the same reason, shall forfeit a week's salary and be liable to an immediate discharge, at the option of the manager.
4. A person introducing profane language or improper jest, not in the author, shall forfeit \$1. A person restoring what is cut out by the manager will forfeit \$1.
5. Any member absenting himself or herself from the theatre of an evening when concerned in the business of the theatre will forfeit a week's salary and be liable to discharge by the manager.
6. Members prevented from attending to their duties by indisposition are requested to send notice to the manager a sufficient time before performance to make the necessary arrangements. Pleas of indisposition must in all cases be accompanied by a certificate of a respectable physician. In case of illness the manager reserves the right to withhold or pay salaries.
7. For making the stage wait, or talking behind the scenes or in the entrances, \$2 forfeit.
8. No person permitted, on any account, to address the audience without the consent of the manager. Any one violating this rule will forfeit a week's salary, and be liable to discharge, at the option of the manager.

9. No one in any capacity allowed to introduce or have friends, relatives, or strangers behind the scenes, or in any of the dressing rooms, either before, during, or after a performance or rehearsal, without the consent of the manager, in writing.

10. Any person engaged in this company who shall render services in any other theatre, or any concert or public exhibition, without the consent of the management, will forfeit a week's salary and be liable to immediate discharge, at the option of the manager.

11. Artists will not be allowed to go into the audience part of the theatre on the same evening on which they are to appear or have appeared on the stage, without the consent of the manager. For a violation of this rule they shall forfeit \$5.

12. Any person who shall be guilty of conduct unbecoming ladies and gentlemen, and calculated to bring disrepute upon this organization--either in or out of the theatre, at the hotels, or upon railway trains, or who shall conspire against the interest of the manager, defame any member of the company, make public the private affairs of the concern, or by other conduct manifest a disposition to throw obstacles in the way of the management, will forfeit his engagement immediately.

13. No intoxicating beverages allowed in the dressing rooms, the stage doorkeeper having strict and imperative orders regarding this rule. Any one breaking this rule will forfeit five dollars.

14. Loud talking or boisterous laughter in the dressing rooms can be distinctly heard in the auditorium and is therefore forbidden. Any one violating this rule will forfeit two dollars.

15. Employes must be on trains stated on callboard notice. Any one failing to do so will forfeit five dollars and also pay his own railroad fare.

16. Any one disobeying the stage manager, or showing any disrespect toward him, will forfeit five dollars and be liable to discharge, at the option at the manager.

17. Any one disobeying the manager, or showing any disrespect toward him, will forfeit five dollars and be liable to discharge, at the option of the manager.

18. All sums forfeited as herein stated shall be deducted from the salary of the week during which the forfeiture occurred.

19. Employes must not leave the theatre without permission: they must remember that their services belong to the manager from the rise to the fall of the curtain.

20. Employes will not be allowed to carry more baggage or articles of wardrobe than is positively necessary for their business, neither shall they increase the quantity during the tour, unless for use upon the stage. Employes who shall be found to carry any superfluous articles of wardrobe or properties, &c., will be charged extra.

21. Artists shall be ready to appear fully one act before their own, and must immediately respond to encores at the stage manager's

request or signal.

22. No artist will be allowed to dictate to the manager what his or her place on the programme or house bill shall be: the manager may alter the same at his discretion, and any artist creating unpleasantness by expressing dissatisfaction respecting the same, either to the manager or his representative, or to the other members of the company, will forfeit five dollars.

23. Employes are expected to take tickets at theatre if required by the management.

24. Salary day will be every Wednesday evening after the performance. Positively no money advanced, as it puts the the management to considerable trouble keeping books, and creates arguments on salary day.

25. Any new rule which may be found necessary shall be considered as part of these Rules and Regulations.<sup>30</sup>

Rule number twenty-five, of course, means that any rule the manager comes up with is in effect, and breaking that rule is grounds for dismissal.

Many actors, faced with the choice between signing this contract or of signing no contract, accepted these terms. The secretary of the ASA, MacIntyre, pointed out that the 1902-1903 season had been unusually successful and as a result the society had placed nearly five hundred actors in companies at average salaries of sixty dollars a week. At an average of thirty weeks in a season, this meant that most of the five hundred earned about eighteen hundred dollars a year. Out of this, of course, they had to pay for costumes, hotels, travel bills, and had to support themselves in the off-season.<sup>31</sup> Under those conditions the fact that performers would accept such an unfair contract becomes more readily understood.

While the Actors' Society was successful in publicizing the grievances of the actor, they were not successful in rectifying the situations they made public. In order to reach a position of power so

that they could effectively negotiate with the managers the ASA investigated the possibility of merger or affiliation with established organizations.

As early as 1897 Louis Aldrich, one of the founders of the ASA, resigned from the organization when it seriously contemplated affiliation with an unnamed labour organization.<sup>32</sup>

In January, 1910, Mr. Maurey, secretary of the ASA, admitted, Some of us have seriously considered forming a union of English-speaking actors, something like the union among the Yiddish actors on the east side. The principal difficulty in such an organization would be getting a majority of the actors to come into it.<sup>33</sup>

The ASA made several attempts to secure a charter from the AFL, but found their way blocked by the charter already in existence, held first by the Actors' National Protective Union from 1894 and by the White Rats Actors' Union from 1910.<sup>34</sup> Influential advocates of merger included Stuart Robson, Fanny Davenport, Nat C. Goodwin, Francis Wilson, and Sol Smith Russell.<sup>35</sup>

At a meeting of the Actors' Fund on May 24, 1910, the issue of consolidation with the ASA was discussed. Thomas Wise, a trustee for the ASA, spoke against the merger.

The motto of the Actors' Society is "equity." It is their desire to establish an equitable contract, equitable for the actor and equitable for the management. It is to look after the actors' side; it looks after the actors who have been ill treated by what are called bogus managers, and to help them fight their cases; in fact, to benefit the well actor in every way. . . . I do not think the two societies could come under one head.<sup>36</sup>

The idea of merger with the Actors' Fund eventually was discarded,

and the Actors' Society remained an isolated, powerless organization.

As the membership and influence of the Actors' Society steadily dwindled it became obvious that the organization lacked the strength to protect its members. On December 22, 1912, one hundred representative members met in New York to decide whether or not it was worthwhile to try to continue its existence as a society. They decided that the ASA had outlived its usefulness.<sup>37</sup>

Among the one hundred there were those who wanted to carry on in the attempt to secure strong and effective representation for the actor. Through their impetus the last action of the ASA was to create a "Plan and Scope Committee" to draft the constitution and bylaws of a new actors' organization.<sup>38</sup> Committee members included Albert Bruning, Charles Coburn, Frank Gillmore, William Harcourt, Milton Sills, and Grant Stewart.<sup>39</sup> Resulting from this initiative, 112 actors met in New York on May 26, 1913, and formally organized the Actors' Equity Association.<sup>40</sup>

With the establishment of Actors' Equity, the Actors' Society became, in a practical sense, completely inactive. However on March 10, 1916, at an Equity meeting in New York, Miss Verne Sheridan obtained the floor and informed the meeting that the Actors' Society of America, of which she was a director, had made application to the White Rats for a branch charter covering the legitimate theatre.<sup>41</sup> This announcement was a shock to all attending, as it had been generally assumed that the Actors' Society was either dead or completely inactive. Finally, in the summer of 1916, the 150 remaining

members of the ASA officially affiliated with Actors' Equity, thus ending its existence as a separate organization.<sup>42</sup>

The Actors' Society had, by and large, failed in their attempt to regulate contractual obligations between actors and managers and to better the actors' lot. Just as so many organizations before them, the Actors' Society had learned that only by approaching the managers with a show of power could the actors hope to be dealt with in a responsible manner.

## CHAPTER 15

## ACTORS' EQUITY ASSOCIATION

1913 - PRESENT

In 1912, the year before Actors' Equity Association (AEA) was formed, the *New York Times* publicized a theatre contract which most ordinary actors were forced to sign. The article points out that the actor literally must sign the contract without question, for if he objects to any articles his part is simply given to one of the many unemployed who will not question the contract.

In the contract the manager has only three obligations: to pay the players' railroad fares, to give two weeks notice of dismissal, and to pay a certain salary. Every other part of the contract is concerned with the obligations and responsibilities of the actor.

Under the first clause, the actor is engaged for a production but if the play is abandoned or not produced, or if the actor does not appear in the play, he relinquishes all claim to his salary.

The second clause is mainly concerned with the dressing of parts and rehearsals. Performers were responsible for their costumes, a responsibility which could cost an actress anywhere from two hundred dollars to one thousand dollars for a modern production.

Rehearsal time for all productions is unpaid. Set plays required from two to six weeks of rehearsal time, while musicals required a minimum of six weeks of rehearsal. If a manager decided not

to open a play even after the full rehearsal period, under clause one he was not required to pay the performer any salary.

The third clause permitted a manager to close a play by giving two day's notice to his actors. Two weeks' notice had been the standard practice.

The fourth clause allows the manager to deduct from the actor's salary a percentage of his salary depending upon the projected number of performances per week for any performance lost for whatever reason.

A case in point is given by a company who lost a night because a railroad company failed to get a scenery car into town in time for the performance. Under clause four the entire company had one-seventh of their salary deducted.

Meanwhile the railroad company accepted responsibility in the matter and paid the management the amount they had lost by missing the performance. The company still lost their salary, while the management received their night's receipts on top of the money they saved on salary.

The sixth clause holds the manager immune from any monetary responsibility for the actor's loss of life, limb or belongings for any accident happening within the manager's theatres or through the carelessness of any of the manager's stagehands or employees.

The seventh clause states that the actor shall receive half-salary for the week before Christmas, Holy Week, and in some contracts the week of the presidential election.

The managers defended this clause by claiming that these weeks were not profitable. Thus, the actor, who did not receive a bonus if a week were particularly profitable, was made to share in the loss of the slow weeks.

Some managers sent their companies into Canada in the week of the presidential election and this ensured themselves full receipts while still paying half-salary.

The tenth clause permits the playing of any number of performances without extra salary depending upon the custom of the house.

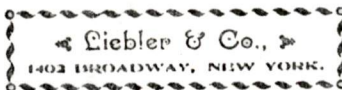
Thus, actors find that in a successful play they may be forced to perform daily matinees in addition to their evening performances. Management merely has to claim that the manager of the house demands extra performances whenever a play is successful, and as this is the custom of the house the company is obliged to perform without extra pay.

The eleventh clause allows either management or actor to terminate the contract by giving two weeks' notice in writing. No reason need be assigned for dismissal.

The twelfth clause provides that if the actor should terminate the contract he must pay his own fare home, his successor's fare from New York to wherever the company is playing, and any other expenses incurred by the management through his action.

The article, which does not analyze articles five, eight and nine, points out that contracts of different theatrical firms may vary, some with a different number of clauses, but that the contract scrutinized is the one generally in use.<sup>1</sup>

The Liebler and Co. contract, reproduced below, is very much like the contract discussed. It is difficult to date the Liebler contract accurately, but the century printed is the twentieth, and as Liebler and Co. was dissolved in 1915,<sup>2</sup> this dates the document between 1900 and 1915.



ENGAGEMENT CONTRACT.

This Agreement, Made and entered into this..... day of..... 19..... by and between LIEBLER & CO., party of the first part, and..... party of the second part:

WITNESSETH, That the party of the second part in consideration of the payments to be made..... by the party of the first part at the times and in the manner hereinafter specified, and in consideration of one dollar to..... in hand paid, the receipt whereof is hereby acknowledged, hath and subject to the terms hereof do hereby engage and bind..... unto the said party of the first part, their legal representatives and assigns, to render services at such Theatres, Opera Houses and Halls, as required by the party of the first part, in the United States or in Canada or in Europe, for any period less than ten months, at the option of either party, commencing on or about..... at..... and said party of the second part hereby agrees to render..... services at said Theatres, Opera Houses or Halls, in the character of..... and in any and all other characters and doubles in which..... may be cast in this or other plays, in a correct and painstaking manner, to the satisfaction of the party of the first part, or their manager, or his substitute, paying strict regard to "make up" and the proper dressing of the characters assigned, furnish costumes for the same and to conform to and abide by all rules and regulations adopted by the party of the first part.

(1) A

The said..... further agrees that if upon fair trial the said manager or his substitute feels satisfied that the party of the second part is incompetent or unqualified for any cause to perform the duties for which..... has contracted, or is at any time inattentive to business, careless in the rendering of characters, or guilty of any violation of the rules made by the party of the first part, or of this contract, the said party of the first part may annul and terminate this contract by giving one week's notice, which shall be final and conclusive and at the end of such week this contract shall cease and come to an end; and in case of intoxication or gross misconduct an immediate discharge of party of second part shall be made.

(3) B

And the party of the second part hereby agrees that..... will not render services at any Theatres, Opera Houses, Halls or other places of amusement in the United States or Canada, from the date of the commencement of this contract to its termination except those under the management of said party of the first part or where their plays are produced.

(1) C

And the said party of the first part agrees to pay the said party of the second part, when services are faithfully rendered hereunder at all performances, constituting all Sundays, all holidays, all matinees and all night performances given at the Theatres, Opera Houses or Halls where the party of the first part may contract to play, the sum of..... per week for actual performances and pro rata for less than the full number of actual performances per week, to begin when public performances are entered upon, and all preliminary services necessary to perfect the party of the second part in..... part, including all rehearsals after notice to appear at rehearsal shall be rendered, and be deemed to be rendered without expense to party of the first part, and no salary shall be due or payable to party of the second part therefor.

(2) D

All cost of railroad and steamboat transportation between the cities and towns the company may play at for..... set..... for every week of theatrical representations during the season to be paid by parties of the first part. Transportation not to include sleeping or parlor car fare.

E

The party of the second part agrees to loan all..... costumes of all parts played by..... to all substitutes the party of the first part may select to play said parts and to use said costumes at any time, and for one or more performances.

F

Should any non-playing days or nights occur through accident, sickness, delay on the railroad, riot, fire, lay-offs, railroad accident, public calamity, or for any other causes or reasons whatever, then the said party of the second part is not to receive any salary for said non-playing days or nights, and a proportionate amount shall be deducted from weekly salary of party of the second part.

(4) G

The management further reserves the right to temporarily suspend the performances for the week preceding Christmas and the last two weeks in Lent, and at any other time or times that they may be unable to fill an engagement or be unable to procure bookings satisfactory to them, for which time of suspension no salary will be paid.

(7) H

This contract can be cancelled at any time by either party giving two weeks' notice to the other party in writing, and the party of the second part agrees to accept two weeks' notice of cancellation at any time of this contract, provided however that in that in case of death of a member of party of the first part, or of their manager, or of his substitute, or of a member of the cast, or in case of disaster to the company, or to its properties, or any thereof, or for any other cause of whatever nature, cessation of said production, or of the production in which party of the second part may then be cast, may, in the judgment of the parties of the first part or of their manager or of his substitute, become necessary or expedient then, on giving notice thereof to party of second part (or to either if more than one) this contract and all its terms shall forthwith cease and determine, and all further liability of either party to the other party shall at once end, anything herein contained, as to either cause or otherwise, to the contrary hereof notwithstanding.

(10) I

Should the party of the first part cancel this contract by giving notice then the party of the first part is to pay the party of the second part's fare to New York, except in case of discharge for intoxication or for gross misconduct. Transportation not to include sleeping or parlor car fare.

J

Should the party of the second part cancel this contract, then the party of the second part shall pay the party of the first part for all the necessary expenses they are put to in filling his or her place.

(12) K

Should any disputes or differences arise from time to time respecting the true construction or meaning of any of the terms or provisions of this contract, any such dispute or difference shall be decided by arbitrators, as hereinafter provided.

L

Should any disputes or differences arise from time to time hereunder, respecting the rightfulness or legality of any discharge of party of the second part by parties of the first part, any such dispute or difference shall be decided by arbitration, as hereinafter provided.

Should any disputes or differences arise from time to time hereunder, respecting the amount of damages sustained or claimed to have been sustained by either party hereto, because of any breach, or default in the performance, or any alleged breach or default in performance, of any of the terms of this contract on the part of either of the parties hereto, the fact of such breach of contract or default, and the extent and amount of such damages, if any, shall first be determined and decided by arbitration, as hereinafter provided.

Each of the foregoing provisions relating to arbitration, is and shall be separate and distinct from the others, but two or more causes for arbitration may be united in one submission, to save expense; and no action in law or in equity shall be brought, entered upon, maintained or maintainable in any court upon any dispute or difference as to which arbitration is provided for herein, until after the decision and award of the arbitrators or umpire, and then only to enforce such award.

Any disputes or differences between the parties hereto, for the settlement of which arbitration is provided in either of the foregoing clauses, shall be decided by two competent persons, who shall be indifferent between the parties, as arbitrators, one to be appointed by parties of the first part, and one by the party of the second part, and who shall hear the proofs and evidence of the parties, and decide the dispute or difference, and the decision, in writing, of the arbitrators shall be final and conclusive on the parties hereto. In case the arbitrators shall disagree as to a decision, they shall forthwith appoint an umpire, and the decision of the umpire shall be final and conclusive.

The defrauded party shall bear and pay the expenses of any such arbitration. At the time the arbitrators are appointed each party hereto shall deposit with some person or persons to be mutually agreed upon (and if unable to agree upon any such persons shall deposit with the arbitrators) the sum of one hundred and fifty dollars as security for the payment of such expense.

LIEBLER & CO., per.....

Witness:

Apart from the obvious inequities of the contract, the most striking feature is that it forces the actor to share in the financial risks of putting on a production without the corresponding opportunity to share in the profits beyond the drawing of a salary.

The existence--indeed the proliferation--of this form of contract in 1912 gives ample proof that the Actors' Society failed to regulate the contractual obligations between actor and manager. The appalling inequity of the contract provided the impetus behind the birth of a new organization determined to win a fair contract for the actor; Actors' Equity Association (Equity). Equity stands as the first organization in America to protect the business interests of the English-speaking actors in the legitimate theatre. Equity succeeded where other organizations had failed because Equity achieved union status and used union tactics in the struggle to gain a just contract with the managers.

The organizational meeting was called on May 26, 1913, in New York. There were 112 people present when Harry Harwood called the meeting to order, and a constitution and by-laws were rapidly adopted.<sup>1</sup> A slate of officers was elected:

President	-	Francis Wilson
Vice-President	-	Henry Miller
Corresponding-Secretary	-	Bruce McRae

On the original Council, elected for three years:

Edwin Arden	Edward Connolly	Wilton Lackaye
George Arless	John Cope	George Nash
Digby Bell	William Courtleigh	Frank Reicher
Holbrook Blinn	Jefferson De Angeles	William Sampson
Albert Bruning	Robert Edison	Grant Stewart
Arthur Byron	Edward Ellis	John Westley
Charles D. Coburn	Frank Gillmore	John A. Wise <sup>3</sup>

The daily press was ironical and skeptical. On July 12 the *New York Review*, organ of the Shubert theatrical interests, wrote:

The most recent attempt of actors to unionize themselves by the formation of the Actor's League is likely to go the way of other similar ventures.

An actors' union or any sort of cooperative protective organization having actors exclusively for members, is doomed to failure because the foundation upon which any sort of league must stand to be successful is absolute equality.

It is quite absurd to suppose that any actor would admit that any other actor is his equal. In no other profession or art do egotism and jealousy show themselves more luridly.

Every actor considers himself the nonpareil in his own line and wants a larger salary than any other competitor. Therefore to regulate pay and form of contract would be an impossibility, because on these questions no set of actors will stand together.

The minute one of them found a backer and had a chance to go starring the adopted form of contract would be assigned to limbo.

Where there is jealousy, envy, vanity, and the refusal to admit that one's fellow is one's equal there can be no union or joint action.

It would be interesting to see how long Mr. Francis Wilson or Mr. Wilten Lackaye, or others who have lent their names to this Utopian scheme would abide strictly by its provisions when it is to their interests to do otherwise.<sup>4</sup>

Membership in the early days of Equity was restricted to men. The Plan and Scope Committee felt that the managers would be hostile to this attempt to organize the actors and might take their hostility out on those who made themselves conspicuous in the struggle. Thus, to spare actresses the possible hostility of the managers, the committee wanted Equity to be a going organization before admitting women to membership. By mid-July of 1913 the membership requirements were modified to read: "Any person, irrespective of nationality, who can establish a record of three years as an actor is eligible to membership in the Association."<sup>5</sup> Mrs. Thomas Whiffen was the first actress to be elected to membership in the Actors' Equity Association.

By November of 1913 the efforts of Equity to improve the actors' lot were taking tangible form. The association declared their

intention to test the right of theatrical managers to withhold part of the actor's salary for income tax. The issue was suggested by a member, Henry Mortimer, who claimed that 1 percent of his \$150 week salary had been held back by his employers, The Shuberts. The Shuberts said that this was their standard practice with any actor who should clear \$3,000 a year and was defined under the provisions of the income tax law.<sup>7</sup> Even though Equity eventually let this issue drop, they had served notice that they would actively work to protect and secure the rights of the actors.

Equity's chief preoccupation throughout, however, was the securing of an equitable standard contract.<sup>8</sup> It was late fall before a contract was evolved from negotiations but when it was presented to the general membership, reception was so enthusiastic that the council determined to present it immediately as a basis for negotiation.<sup>9</sup>

The producing managers of New York City were loosely organized in two associations; the National Association of Theatrical Producing Managers (NATPM), whose membership was largely producing managers, and the United Managers' Protective Association, which also included theatre owners and bookers. To the former group, Equity presented its first request, on November 24, 1913, for a conference on the question of a standard contract.<sup>10</sup>

The contract committee of the two associations had their first meeting in the office of the managers in the Times Building in New York, on January 9, 1914.<sup>11</sup> Equity suggested six different forms of a

contract: Two Weeks' Notice, Season, and Run of Play, with a separate form of each for men and women.<sup>12</sup> In all forms of the contract, seven points were emphasized.

There was to be a limit on free rehearsal time to three weeks. If rehearsal continued, the manager was to add half a week to the usual two weeks notice for each extra week of rehearsal. Thus, for example, four weeks rehearsal ensured two and one-half weeks of pay.

Performers were to get full pay for all weeks played. On weeks where management had been paying half salary, there was an option to close with no pay.

The two-week notice clause was to be re-established in all Equity contracts.

There was to be protection from dismissal without pay for the actor who had rehearsed more than one week.

The actors were to be paid pro rata for any extra performances.

There was to be some adjustment of the situation with regard to women's costumes.

All actors hired to tour were to be given free transportation to New York for the run and back to New York at the end of the run.<sup>13</sup>

After six months of fruitless negotiations, the council dropped the NATPM and turned its attention to the United Managers' Protective Association. Wilson placed Equity's case before Marc Klaw, president of UMPA, late in July. Klaw claimed that his firm, Klaw and Erlanger, agreed with the Equity demands, and that its members were also in accord with all points, save the half-salary weeks at

Christmas and Easter.<sup>14</sup>

Ligon Johnson, counsel for the UMPA, suggested that the committee should recommend to the Equity council, "To give up the idea of getting a uniform piece of paper (the contract), and prepare a letter including all those things which we feel to be necessary to an equitable arrangement, sending same to them for action."<sup>15</sup> Rather than give up the idea of a standard minimum contract, the council decided to stand fast.

On March 9, 1914, Wilson suggested to Equity that, "To obtain the general adoption of our contracts it would become necessary for all our members to refuse to engage in any company with actors not belonging to the Actors' Equity Association."<sup>16</sup> This would mean a large step towards the trade union practice of the closed shop. The council appointed a committee to study the proposition, and eventually agreed to the idea if at least five hundred members would give a written pledge of support. Later in the year the council raised the required number of signatures to fifteen hundred.<sup>17</sup>

The members' agreement, as then drafted by Turner, was in two parts: the first, a resolution of the council defining the policy; the second, the promise made by its signers. The proposal was, in essence, Equity shop, except that Equity shop is part of the contract between the actor, manager and Equity, in which Equity is admitted as a third party concerned with the faithful performance of duties by both parties. The earlier Members' Agreement was merely a promise made by the actors to each other and to their association through which all

concerned hoped to obtain a standard contract which seemed otherwise unobtainable.<sup>18</sup>

As 1915 drew to a close, the council realized that their negotiations with the managers were not progressing. Equity decided to learn on what terms the legitimate actors might hope to become part of organized labour through affiliation with the AFL.

Equity learned that the charter covering the amusement field had been granted to the White Rats Actors' Union. Equity had to join this union either individually, losing its identity, or join as a union, under a branch charter from the White Rats, which would require certain drastic modifications of Equity's by-laws.

Under that branch charter Equity would have to change its eligibility rules and dues, hold weekly meetings, and employ union help, but in return it would gain the backing of the White Rats and the AFL.<sup>19</sup>

To determine membership opinion on the possible merger, a number of simultaneous meetings were held in New York, Chicago, Boston, Philadelphia, Chicago, and Los Angeles, on March 10, 1916.<sup>20</sup> At the New York meeting a Miss Verne Sheridan obtained the floor and informed the meeting that the Actors' Society of America, of which she was a director, had already made application to the White Rats for a branch charter covering the legitimate theatre.<sup>21</sup>

This announcement was startling in that it had been generally assumed that the Actors' Society was no longer functioning, and shocking in that it meant that Equity would now have to do business with the

White Rats through the Actors' Society.

Despite Miss Sheridan's announcement, Equity decided to hold a membership vote on possible alliance with the AFL at the annual meeting in May. On March 13, 1916, Harry Mountford, International Executive of the White Rats, promised to recognize an Equity card as a union card until midnight of the last Monday in May, by which time it was expected that Equity would have come to terms with his organization, and agreed not to issue a charter to any other body of actors in the meantime.<sup>22</sup>

The annual meeting on May 29, 1916,<sup>23</sup> approved affiliation with the AFL by a vote of 890 to 21 in the form, "That the Council be authorized in its discretion to ally itself with Federated Labor."<sup>24</sup>

Francis Wilson, who served as president of Equity from 1913 to 1920, had once declared, "The Actors' Equity Association is not per se a labour union, and it will never ~~become~~ one unless, which is not likely, flagrant injustice on the part of the managers compels it to ally itself with organized labour."<sup>25</sup> Wilson, however, had met such determined opposition from the managers that his attitude had changed to the point where he told actors gathered together in New York to vote an affiliation with the American Federation of Labour:

Hitherto actors have refused to organize for their own protection giving as an excuse that theirs was an artistic profession, and that it was beneath the dignity of an artist even in his own protection to employ the methods of the mechanic. That was all very well at a time when few classes of people were organizing and there was but little need for protection as a profession, but at this particular time and period, when all classes, that is, artists and artisans and professors, are organizing for protection, even the actor has at last, thank God! [*sic*] his

protective association. So that there is no need to hide our dignity, our artistic dignity, which has given way to necessity.<sup>26</sup>

Wilson realized that the organized groups in the theatre--the stage mechanics and musicians--had earned their equitable contracts because they were willing and able to fight for their rights. It had become clear that only when Equity had affiliated with organized labour would the actors have the means to force management into issuing a just contract.

Council was not yet convinced that the terms laid down by the WR for affiliation were acceptable, and decided to hold out until better terms could be obtained. In particular, they believed that Equity should be allowed to retain its identity and not be required to become a branch of the WR, subject to a call for a walk-out from the WR international executive.<sup>27</sup>

Equity was also worried about becoming involved in the impending hostilities between the WR and the powerful Vaudeville Managers' Protective Association, particularly now that Albee had formed a rival "union" in the National Vaudeville Artists.

The Actors' Society affiliated with Equity in the summer of 1916, an action which, coupled with Equity's refusal to rush into affiliation with the WR, enraged Mountford, who believed he had been used and double-crossed.<sup>29</sup>

After a joint meeting between the WR and Equity on August 10, 1916, failed to break the deadlock, Equity determined to take the struggle directly to the AFL. At the 1916 AFL annual convention in Baltimore,

Equity had sympathetic members of the New York Central Federated Union forward a resolution urging the withdrawal of the WR charter, and calling for a convention for the purpose of forming a new International Actors' Union to cover the whole field of entertainment. This resolution was, of course, vigorously opposed by Mountford and James William Fitzpatrick, WR president, and was defeated.<sup>30</sup>

Membership in Equity had by now passed the twenty-five hundred mark, and Equity had earned the respect of its members as an effective organization.<sup>31</sup> The managers were shocked at how close Equity had come to affiliation with the AFL. In March of 1917 the managers agreed to meet again on the subject of a standard contract.<sup>32</sup>

At the annual meeting in June of 1917, Kyle reported that at a visit by an Equity committee to a full meeting of the UMPA, Lee Shubert, who had presided, said:

Gentlemen, you can take to your Annual Meeting this message, that we are in accord with you; the UMPA agree with you that it would be better for us and better for you and better for the whole profession to adopt a uniform equitable contract, and we think that we will get to it and without any trouble.<sup>33</sup>

By July 17, 1917, the council learned that the committees were in agreement on details of the contract,<sup>34</sup> and on August 10 a contract form was ratified by the UMPA and turned over to the attorneys for the final drafting.<sup>35</sup>

Wilson and Kyle went to Chicago for their Fourth Annual Equity Meeting, to be held on August 24.<sup>36</sup> On August 23 they conferred with managers Rowland, Howard, Gaskell, Gazzolo, Gatts, Sherman and Stauffer, and secured a standard contract for productions operating under their

control.<sup>37</sup>

Under this contract, actors playing out of Chicago were assured that in the future they would receive full pay for every week worked, limited rehearsal periods, two weeks' notice of termination of contract, fares to the point of opening and from the point of closing, no satisfaction clause, and arbitration by a local board of actors, managers and a disinterested outsider, for any contract dispute.<sup>38</sup>

When Wilson and Kyle returned from the Chicago meeting, Klaw had left town and the contracts had not yet been sent to the printer.<sup>39</sup> Upon Klaw's return the contract was still not printed, the Klaw and Erlanger office claiming that the matter would be taken care of as soon as their new season's productions were prepared.<sup>40</sup>

Council did not force the issue, however, as most managers considered the contract issue as good as settled, and even the Shuberts were issuing their own contracts with the typed notation, "This contract will be superseded by the A.E.A.-U.M.P.A. Standard Contract as soon as it is ready."<sup>41</sup>

On October 2, 1917, in the offices of the UMPA, the first Standard Minimum Contract between Equity and any body of first class producing managers was adopted.<sup>42</sup> Thus, there was now, for the first time in the American theatre, a standard contract containing the minimum conditions permissible, which the UMPA promised to issue to all actors in companies controlled by its members.

In that contract the actor was promised, after four weeks rehearsal for dramatic plays, and six for musical plays, a minimum of

two weeks employment. A manager could close the play without notice at any time within the first four weeks of its production. If, however, it ran longer, he must give one week's notice of closing to the company, and two to any individual actor. All actresses earning less than \$150 a week had all costumes furnished by the manager. Above that salary, whether the actress or the manager furnished them was left to individual negotiation.<sup>43</sup>

Eight performances was set as a basic week, except in such theatres as had established the custom of nine, and excepting a list of eleven holidays, including Christmas, Columbus Day, Decoration Day, Election Day, Fourth of July, Labour Day, Lexington Day in Boston, Lincoln's Birthday, New Year's Day, Thanksgiving Day in the U.S. and Canada, and Washington's Birthday, all of which the actor agreed to play free.<sup>44</sup>

The actor was granted transportation for himself and his baggage up to 200 pounds both to and from New York for an engagement.<sup>45</sup>

The UMPA also promised to resort to arbitration to settle any disputes which might arise under the contract.<sup>45</sup>

Thus, after four years of work and negotiations, the actors had won a number of major concessions, and most important, had won recognition. Now that they had a contract, the necessity for immediate affiliation with the AFL had ended. Therefore, when AFL officials suggested that if the WR charter was revoked at the convention in Buffalo, that Equity should accept a local charter under an International of all groups in the amusement field to be formed later, the

offer did not seem as attractive as it once would have. Equity still wanted an international charter for itself, and did not even attend the AFL annual meeting in question.<sup>46</sup>

Eventually the victory for the actors proved to be empty, as a majority of theatrical managers refused to recognize the legitimacy of either the agreement or the actors' association.<sup>47</sup> Within three weeks of the signing of the contract, the truce between the Shuberts and Klaw and Erlanger was broken, and they resumed their hostilities. As early as December 11, 1917, Equity publicly demanded to know why its members were not issued a standard contract as promised. Appeals to the UMPA went unheeded, however, and there was some question whether the managers' organization would continue to exist.<sup>48</sup>

From early in 1918, actors working in Liberty theatres and army base camps were issued Equity contracts.<sup>49</sup> Equity attempted to win government support in its battle with the managers by asking the government to step in and, "by word or intimation [show] that all managers cannot do less than use the exceedingly just and liberal contract by which today the great government of the United States engages its players. . . ."<sup>50</sup> The government, however, refused to become involved.

Before beginning their negotiations with the WR, Equity had begun to obtain the pledges of a number of its members that they would work only in companies where all actors eligible to belong to Equity were members. The idea was to become policy only when fifteen hundred members had concurred, but the policy had been shelved long before that

number was reached when Equity decided to try to affiliate with organized labour. What with the stalemated contract negotiations and their evident failure in the attempt to win an international AFL charter, however, Equity council determined to try their scheme again in an effort to exert pressure on the managers.<sup>51</sup>

A pledge was drawn up with three promises spelled out. There was a promise by the signer to accept only the standard UMPA-AEA contracts. There was an acknowledgement that in case of violation the association might apply for an injunction, and in case of Equity's failure the member might do the same, and exact a penalty of up to one thousand dollars in damages. Finally there was a promise not to accept any contract from a manager who was indebted to the association or its members.<sup>52</sup>

Equity, well aware of the experiences of ANPU and the WR, knew that if they were to go on strike they would need as many actors as possible as Equity members. Eligibility rules, however, stated that the association could not take in members with less than two years experience on stage. The thought behind this rule was that if Equity were to admit all actors, then the managers could recruit whole casts of amateurs, have them apply for Equity membership, and send them in to undercut Equity policies.<sup>53</sup>

Council attempted to solve the problem by creating a class of Junior Member at the 1918 annual meeting. The junior members, those with two years or less experience, had all membership privileges but were not allowed to vote or hold office.<sup>54</sup>

By September 17, 1918, 1,070 performers had signed the pledges, and council declared that the pledges were to take effect immediately. On October 22, 1918, Equity declared that performers breaking the pledge were liable to expulsion and that Equity members could not work with them.<sup>55</sup>

By the winter of 1918, practically every producing manager in New York had withdrawn from UMPA, and reunited under the name of the Producing Managers Association (PMA). Klaw and Erlanger, the most powerful members of the UMPA, were in the PMA. Equity, fully aware that the managers had, in effect, simply changed the name of their organization so as to render void any agreements made under their old name, declared that the PMA were responsible for UMPA agreements.<sup>56</sup>

On November 19, 1918, at an Equity meeting, a standard Shubert contract was analyzed by George W. Wickersham, former Attorney General of the United States. He called the contract "an agreement whereby an actor secures something--thinks he secures something. But if he looks closely he finds he has not secured anything at all."<sup>57</sup>

The Shuberts, the largest single employers of actors in the legitimate theatre, immediately served notice that in no way would they deal with Francis Wilson, Equity's president.<sup>58</sup>

Between November, 1918 and March of 1919, there was constant friction between Equity and management as Equity took issue with individual contracts. Finally, on March 4, 1919, negotiations with the AFL were resumed.<sup>59</sup>

For some time, particularly with the application of the pledges as policy, Equity found itself moving towards the basic labour strategy of a closed shop. By 1919 the association had about three thousand members--a number representing 40 to 50 percent of all the performers in the country in the legitimate theatre. Equity believed that if all their members would agree to play only in companies where all members were Equity, the remaining actors would soon find it to their advantage to join their ranks. Once Equity had the great majority of actors as members, the managers would have to issue a standard contract. The decision to work solely on a closed-shop basis was finally made at an annual meeting in May, 1919.<sup>60</sup>

Equity's negotiations with the PMA were broken off over the closed shop issue. On May 23, 1919, twenty-nine PMA members voted to sever relations with Equity. Secretary L. Lawrence Weber's letter to the actors concluded, "It would not be possible, I am instructed to add, for us to deal with an organization which so far departs from its original ideals as to threaten the profession with what is known as a closed shop."<sup>61</sup>

Equity made an offer to the PMA to continue discussion of their grievances. On June 5, 1919, however, the actors were told:

. . . The PMA has decided to issue its own contract embodying all the terms and conditions of the contract which has been so satisfactory to actors and managers for the past two years, with this one change:

Should any difference between the actor and manager arise, arbitration is provided whereby the actor and manager shall appoint his own arbitrator, and that these two shall appoint a third.<sup>62</sup>

This offer made the actor, rather than Equity, responsible for arbitration, and as such was deemed unacceptable. It would have made any dispute between the actor and manager a personal dispute, with all the power on the side of the manager, as Equity was not to be recognized as the actor's representative.

Equity's immediate reaction was to appeal to the AFL for assistance. As the WR, however, were still unwilling to surrender their charter, this avenue proved to be of no help. On the day the AFL annual convention ended, the PMA announced that they would issue their own contracts, and that each PMA member had been put under a ten thousand dollar bond not to issue Equity contracts.<sup>63</sup>

Though this was an obvious challenge to action, Equity offered to arbitrate the matter before ex-President Taft or Charles Evan Hughes, former Governor of New York.<sup>64</sup> This offer was dismissed by Harris who said, "The managers have simply decided to issue their own form of contract containing their own arbitration clause and to deal with the actor individually instead of with his Association."<sup>65</sup>

Rebuffed once again, and acutely aware that without the backing of organized labour they were almost powerless against the united managers, Equity again approached the AFL. W. B. Rubin, a prominent labour attorney, entered the situation, and informed the council that the WR were willing to make new concessions to Equity in any affiliation.<sup>66</sup> The change in attitude by the WR was obviously born of a realization by the vaudeville union that without some major changes their union had a very short future.

Equity realized that the longer negotiations were stalled, the stronger a position the managers held, as the status quo greatly favoured the managers. Their resolve bolstered by the change in attitude expressed by the WR, and by the subsequent increasing likelihood of affiliation with organized labour, Equity decided to take action.

On July 19, 1919, Equity announced that they had acquired an AFL charter.<sup>67</sup> An organization called the Associated Actors and Artistes of America (4A) was granted jurisdiction over every charter of every organized union of actors, including Actors' Equity. As a charter member of 4A, Equity finally had won the backing of organized labour. The managers' reaction was, predictably, that "the actors would degrade themselves and their art by affiliation with the American Federation of Labor."<sup>68</sup>

On July 29, 1919, Equity made their first show of force.<sup>69</sup> The Century Theatre in New York was showing *Chu Chin Chow*. The company had been in rehearsal for two weeks and no contracts had yet been issued. Both the producers were members of the UMPA and the PMA, and as members of the former they were to have issued the standard UMPA-AEA contract within a ten-day probationary period. Equity reasoned that as the play was in rehearsal, a shutdown would not discomfort those not directly connected with the play.<sup>70</sup>

Equity called on their members in the cast in *Chu Chin Chow* to refuse to work unless they were issued the proper contract. Four cast members walked out, were immediately replaced, and rehearsals

proceeded. One producer, Gest, announced that the opening would be delayed though he insisted that this was because of a delay in a shipment of costumes.<sup>71</sup>

In this first skirmish with the managers, Equity's action was not effective. The episode made it very clear that the managers were not willing to compromise, and that the struggle was going to be difficult for the actors.

A 4A meeting was called on August 1, 1919, to discuss possible action. A resolution was passed which gave the council the right to make alliances or agreements with any other theatrical labour unions which might seem advisable. Subsequently the support of organized labour was promised by Hugh Frayne, through the International Alliance of Theatrical and Stage Employees, and Joseph N. Weber, president of the American Federation of Musicians, who promised the absolute co-operation of his organization.<sup>72</sup>

Meanwhile on August 5, 1919, Albee unveiled a scheme which called for the amalgamation of all the managerial forces--legitimate, vaudeville, burlesque and motion pictures--into one organization which could control all avenues of employment and quickly end any actors' strike.

Accordingly, on August 6, 1919, Albee gathered together with PMA, representatives of the VMPA, the National Association of the Motion Picture Industry, and the Columbia Amusement and Burlesque Interests of America. The component parts were nation-wide in scope so that actors striking against the legitimate managers in New York

could not perform in another city.<sup>73</sup> The meeting adopted this resolution:

Resolved, that it is the sense of this meeting that this association is prepared to affiliate with a national organization of producing managers of the legitimate theatre, vaudeville theatres, burlesque theatres and producers and distributors of motion pictures, to the end that such an association will aid in protecting the actors of the stage and screen from inequitable and unfair contracts and assure to the employers thereof a continuance of the privilege to deal with them individually as artists.<sup>74</sup>

Both sides had rallied their forces and the long-awaited showdown was at hand. The managers were united in one organization with huge financial resources, while Equity, with a membership of about three thousand, had just \$13,500 in their treasury.<sup>75</sup> The managers' organization, however, was to prove to be rife with dissension, while the actors were united by years of repression. Equity actors were motivated by anger and frustration to stand up against those managers who had failed to issue the form of contract accepted by them in October, 1917, refused to accept Messrs. Taft and Hughes as arbitrators, and denied the right of Equity to negotiate for the actors.

The strike began on August 7, 1919, with enough Equity actors, estimated at a hundred or more, refusing to work to close down a dozen New York plays. The striking actors won immediate support from the Actors' Association of Great Britain (AA), whose General Secretary, Alfred Lugg, instructed his members to act in harmony with Actors' Equity.<sup>76</sup> As there were about a thousand AA members in the United States, many potential strikebreakers were quickly lost to the managers.

Shortly after the strike began, it was announced that the formal organization of a chorus branch of Equity would take place on August 12.<sup>77</sup> By the time of the meeting approximately 750 applications for membership in the prospective Chorus Equity Association (CEA) had been received.<sup>78</sup> Frank Gillmore told the new branch,

Before we make peace with the managers we will insist that the chorus shall not rehearse more than four weeks without payment. . . . After four weeks rehearsal you will receive half a week's salary per week, and you will not be expected to pay for your shoes and stockings.<sup>79</sup>

A permanent organization for CEA was established, with Marie Dressler as president and George T. Stifter as secretary. An organizing and constitutional committee was chosen, consisting of one man and one woman from each production represented at the meeting.<sup>80</sup> Their demands included a minimum salary of thirty dollars a week in New York and thirty-five dollars on the road, to be based on an eight performance week with payment to be pro rata for performances in excess of eight. Chorus people would give four weeks of free rehearsal, but demanded half pay for the next two weeks, and full salary from then on. Finally, the managers would be required to pay for Pullman berths for the chorus on an overnight jump.<sup>81</sup> With the formation of the chorus union, Equity gained the support of another large group of performers:

The most significant support for the actors, however, came from organized labour. At first their support was wholly verbal. The United Scenic Artists, Local 829, for example, publicly backed the stand taken by the actors. James P. Holland, president of the New York State Federation of Labour, assured the strikers that if the

strike were to last more than a few days the stagehands, musicians and other unions could not avoid being drawn in.<sup>82</sup>

Other actors' organizations supported ADA as well. The officers of the Vaudeville Branch of the Associated Actors and Artistes of America issued an order forbidding their members to take the place of strikers.<sup>85</sup> Joseph Barondess, as representative of the Hebrew Actors' Union, assured Equity that there were three theatres on the east side at their disposal.<sup>84</sup>

The managers did not stand idly by as the strike spread. By promoting understudies, drafting managers and authors, and calling on the agencies, three plays re-opened.<sup>85</sup> The managers publicized the names of those performers who, for whatever reason, resigned from Equity. Included were Holbrook Blinn, Laura Hope Crews, Janet Beecher, Zelda Sears, Valli Valli, Olive Wyndham, and Jeannette Lowrie.<sup>86</sup>

On August 11 the Winter Garden Company, for the Shuberts, filed suit against AEA, its officers, and 184 of its members, for \$500,000, based on the precedent of the Danbury Hatters' case.<sup>87</sup> The precedent was a notorious incident where a secondary organizational boycott of the hatters' union interfered with the shipment of hats from Danbury, Connecticut, to other states. This was held to be a violation of the Sherman Anti-Trust Act, and the union was forced to pay over \$200,000 in damages to the hat company.

The suit had the effect of arousing organized labour to active support of the actors. On August 12, union leaders James Holland, Frayne Weber and W. B. Rubin met with Frank Gillmore to discuss

possible action.<sup>88</sup>

The Shuberts' Winter Gardens suit hardened the resolve of the striking actors, who realized that they stood to lose everything in the struggle. Up to this point the strike had been confined to New York, but the actors decided to extend the strike to Chicago, and two shows there closed in short order.<sup>89</sup>

The Winter Garden case came to trial on August 14, but was held over to August 21 at the request of the Shuberts,<sup>90</sup> who were doubtless aware that they had aroused the interest of the whole labour movement with the action. Charles C. Shay announced that,

By the unanimous vote of the IATSE, I have been authorized to call a strike of the Stage Hands and Motion Picture Operators of the United States and Canada, at any time that I deem it necessary, providing that all efforts for settlement have been tried without avail.

We have received our orders that at the proper time--the time that you think fit--we intend to strike, if it busts the organization.<sup>91</sup>

Shay was followed by Thomas Gamble, who pledged the backing of the musicians, and Hugh Frayne who said,

The moment the word comes from you that you need help, I can state authoritatively that you have four million trade unionists of the A.F.L. at your back, and they will back you with all the strength and encouragement and aid needed to bring victory to your cause.<sup>92</sup>

With the strike action escalating and both sides apparently unable to reconcile their differences, there was a movement by some actors to try to end the strike by working outside Equity. The principal issue in the dispute was recognition of Equity as the actors' bargaining agent, and the PMA indicated that an actors' organization

was acceptable, as long as that organization was not Equity. E. H. Sothorn called a meeting on August 15 for all actors interested in forming such an organization, and the assembled assigned a committee to approach PMA and see what kind of contract they were willing to make.<sup>93</sup> At the meeting George M. Cohan said, "I'll put \$100,000 on any table around which you'll gather a representative organization of actors, and I'll give up the rest of my life to such an organization--but it can't be the Actors Equity Association."<sup>99</sup>

On August 16 Charles Shay and Thomas Gamble called on the PMA in an effort to get them into conference with the actors. The managers declined and that evening the stage crews of five theatres in New York walked out. Organized labour had entered the battle. On August 18 the stagehands and musicians struck again, and five more shows were shut down.<sup>96</sup>

On August 19 at a conference between Sothorn's group of actors and the managers the actors were told,

We think that the solution is in the formation of another body of actors. We can't deal with Equity. I don't know whether any of you saw George M. Cohan's offer to finance such an organization with \$100,000.00, and devote his life to it?<sup>97</sup>

The very tactic of starting a rival actors' organization backed by the managers had, of course, been effectively employed in vaudeville where the White Rats were weakened by the National Vaudeville Artists--a management-backed vaudeville union. Nonetheless the involved actors--whether ignorant of past events or honestly believing that their efforts would bear fruit--began seriously to consider the merits

of forming a new actors' group.

The strike outside New York was escalating as well. In Chicago, five more productions were shut down, leaving a total of eight theatres in the dark and only one legitimate theatre left open. The exception, Augustus Pitou's production of *Down Limerick Way*, featured a company where every performer was an Equity member and had an Equity contract.<sup>98</sup> In New York the stagehands and musicians walked out on three more shows by August 22.<sup>99</sup>

As the strike had been directed against the PMA, managers not included in that group were not touched by the strike, except in those instances where Equity became convinced that PMA members were sharing in the profits of plays ostensibly produced under independent management. Thus, for example, the Theatre Guild's productions of *John Ferguson* and *Greenwich Village Follies* both ran undisturbed.<sup>100</sup>

By August 24 the only one of the twenty-five PMA productions either running or scheduled to open during the first eighteen days of the strike was William Brady's *At 9:45*.<sup>101</sup> Brady's production was playing with a scab company and a single set, so that if the stagehands walked out the play could stay running and only the stagehands would suffer for their actions.<sup>102</sup>

One major weapon the PMA managers had at their disposal was to use motion pictures to fill their theatres and generate some profit. The original association of managers had been pledged the support of the motion picture industry by William A. Brady, president of the National Association of the Motion Picture Industry.<sup>103</sup> In place of

the eighteen legitimate productions closed by Equity, two feature films had opened on Broadway.<sup>104</sup> Shay, however, on August 22, announced that the motion picture machine operators were included in his union, and none of them would be allowed to work in a PMA owned or operated house.<sup>105</sup> In effect, then, organized labour denied management one of their most powerful weapons.

In the meantime Equity applied even more pressure upon the managers. The Casino Theatre had been playing *A Lonely Romeo* under the management of Lew Fields, who was not a member of the PMA, with an Equity cast with Equity contracts ever since the strike began. Equity learned, however, that the Shuberts held a considerable interest in the show, and the actors, stagehands and musicians walked out. Likewise, George White's *Scandals of 1919* had been exempted since White was an independent producer, but his show was struck when he began making contemptuous remarks about Equity.<sup>106</sup>

To offset these closings, the Hippodrome opened with *Happy Days* under the management of Charles B. Dillingham, a PMA member. Equity allowed the show to run because the Hippodrome's policy of two daily performances caused it to be regarded as vaudeville rather than legitimate theatre.<sup>107</sup> The actors themselves were raising strike funds from their productions at the Lexington Avenue Opera House. The first eight performances had grossed \$36,000, of which \$31,000 was profit. The high profit margin came about because the actors and stagehands donated their services.<sup>108</sup>

The united front which the managers had held when the strike began, gradually showed signs of strain. The increasing involvement of organized labour on behalf of the actors prompted the motion picture association to promise Equity that, despite the Brady resolution, the association would remain neutral and would not bar striking actors from employment. In return Shay informed all his locals, including the Motion Picture Machine Operators, that any action taken by his union should be directed against theatres closed by the strike which attempted to re-open with moving pictures, and not against the National Association of the Motion Picture Industry.<sup>109</sup>

The motion picture association's fear of increased involvement by organized labour in the strike was well founded. The New York State Federation of Labor convention on August 26 extended their sympathy and support to the actors, and appointed a committee to study the strike and recommend a suitable policy for their group.<sup>110</sup> On August 28 the committee recommended that the dispute be heard before the State Industrial Commission and that Commission findings be broadcast. The federation also pledged twenty touring cars to be put at the disposal of Equity for the duration of the strike.<sup>111</sup>

A delegate from the Union of Teamsters, Chauffeurs, Stable Men and Helpers, announced that his organization had voted to refuse to haul trunks and scenery for managers whom Equity saw fit to strike.<sup>112</sup> William McCarthy, secretary of the International Alliance of Bill-posters and Billers announced that nine thousand members of his organization would refuse to post bills for non-Equity theatres or

recognize non-union stagehands or actors.<sup>113</sup>

The most significant support, however, came when Samuel Gompers attended an Equity meeting and told the actors, "Whatever influence or power there may be in the great American Federation of Labor to help you, rest assured that power and influence is behind you until the end."<sup>114</sup>

Gompers went to Washington, D.C. with Gillmore, Weber and Shay, to obtain official endorsement for the actors' strike from the AFL Executive Council. Accordingly a directive came from Washington notifying the stagehands that they should strike at the New York Hippodrome, which had been open because their two-show per day policy had placed them in the class of vaudeville. When the stagehands struck, many of the managers undoubtedly feared that the control and impetus of the strike was passing from the relatively inexperienced hands of the actors into the militant hands of the stagehands and allied unions.<sup>115</sup>

Then another play, *George Washington Silver*, was closed at the Shubert-Belasco Theatre in Washington, D.C., by a walk-out of stagehands and musicians. The producer, John D. Williams, was an independent manager, and his cast were all Equity members, but the play was running in a Shubert house and thus was struck.<sup>116</sup>

Washington was only one of many cities outside New York where actors shut down shows. In Chicago a poll of actors indicated their willingness to strike when called upon for action. Eventually eight theatres were struck in an action which, as in New York, involved

actors and stagehands.<sup>117</sup> In Boston six theatres were closed, Philadelphia lost two, Providence three, and St. Louis lost one theatre.<sup>118</sup>

With the strike spreading quickly to other cities and apparently gaining momentum as organized labour lined up behind the actors, the first real capitulation by the managers occurred when Charles B. Dillingham resigned as manager of the New York Hippodrome, and the United States Realty and Improvement Company at once set about negotiating a separate peace with Actors' Equity.<sup>119</sup> A formal agreement between Equity and the Hippodrome was signed on August 30, 1919. The U.S. Realty and Improvement Company recognized Equity as the representative of the actor, and the Chorus Equity Association as the representative of chorus members.<sup>120</sup> Thus an important and representative producing organization had finally recognized Equity and, as a result, was about to resume a profitable business.

Meanwhile Cohan and Hopkins had reported to the PMA the results of their meeting with Gompers in Washington. The PMA immediately instructed Messrs. Colley, Tuttle, Auerbach and Burkan to get in touch with Sheffield and Turner to conduct negotiations over the legal problems incidental to a settlement of the strike. These joint committees were bound by a pledge of secrecy.<sup>121</sup>

The actors continued to apply increasing pressure on the managers. In New York the Gallo English Opera Company was to open at the Shubert Theatre, but Equity, suspecting PMA interest in the play, shut it down. A Mack Sennett feature photoplay at the Bronx Opera

House was shut down after an IATSE conference with the lessees of the house, which was owned by Cohan and Harris.<sup>122</sup>

Even while the actors were cutting the profits of the managers, various actor-produced benefits were filling the coffers of Equity. A third show went up at the Lexington Opera House, a bill opened at the Brooklyn Academy of Music, an Equity revue began at the Second Avenue Theatre, and in Chicago the Equity Benefit was set up at the Auditorium.<sup>123</sup>

On September 2, Justice Hendrick issued restraining orders against Equity prohibiting them from picketing or interfering with five productions: *Those Who Walk In Darkness*, *Head Over Heels*, *Lightnin'*, *Three Wise Fools*, and *The Dancer*. However, all these theatres had already closed, and none re-opened even in view of the court order.<sup>124</sup> The managers no doubt realized that the stagehands would have refused to work, even if they could have cast the plays.

On September 3 the legal representatives of the actors and managers finished drawing up a new Basic Agreement and Standard Minimum Contract. Gillmore, Shay and Weber for the striking actors, musicians and stagehands, respectively, approved the agreements, but the managers demanded some modifications. On September 4 they submitted their counter-proposals; they wanted various clauses changed, the Actors' Fidelity League recognized by name, an extension of contract time from December 31, 1921, to June 1, 1924, and a few word changes.<sup>125</sup>

By now, however, Equity knew that the only tactic which seemed to influence the managers was a show of force. Accordingly, on September 5 Equity acted through the stagehands and musicians. Shay sent notices to 969 locals in which he told the stagehands,

Every indication seems to show that the Shubert Theatrical Company, together with its affiliated concerns, is principally responsible for the unreasonable refusal of the managers to enter into any conference with the Actors Equity Association. Therefore all theatres and places owned by or in connection with the Shubert concern are declared unfair to our Alliance. <sup>126</sup>

Shay's strike order automatically affected the musicians as well, for according to an agreement concluded in Dayton, Ohio, a walk-out of either group carried the other along with it. <sup>127</sup>

The managers, threatened with a massive walk-out, immediately agreed to negotiate with the actors. Equity agreed to two modifications of their previous position: those actors who could not return to their roles were to be placed in other productions, or were to be reimbursed by a Board of Settlement which should determine what was equitable; and Equity accepted the longer term of June 1, 1924 rather than December 31, 1921. <sup>128</sup>

When the contract was signed Gillmore sent telegrams across the country authorizing the return of actors to work. A chorus agreement was drawn up, so the chorus union released its people, and S. B. Newman, IATSE vice-president, cancelled the 969 notices sent out by Shay. <sup>129</sup>

The contract accepted by Equity conceded to the actors those provisions which the managers had contested. Management was to pay

the actor full salary after four weeks of rehearsal for a dramatic play and five weeks of rehearsal for a musical.<sup>130</sup> Eight performances were to constitute a week's work, and any extra performance was to be paid on a pro rata basis.<sup>131</sup> In any arbitration the AEA was to be accepted as representative of the actor.<sup>132</sup>

The most striking feature of this contract is that literally all the conditions spelled out were once standard, or had been conceded in the ill-fated 1917 UMPA-AEA contract. As such it seems likely that the managers were not fighting against the contract so much as they were fighting against the concept of a negotiated contract .

The Actors' Fidelity League was granted the same contract conditions as Equity even before the strike had been settled.<sup>133</sup> The crucial difference was that their contract was granted rather than negotiated. Obviously the managers were fighting an idea--the idea of collective bargaining--an idea whose time had come.

The strike had ended on September 6, 1919, after thirty days. It had spread to eight cities, resulted in the closing of thirty-seven plays, prevented the opening of sixteen others, and was estimated to have cost everybody concerned about three million dollars.<sup>134</sup>

Equity had come out of the strike much stronger than when they had entered. Over the strike their membership rose from three thousand to more than fourteen thousand, and their treasury balance rose from \$13,500 to more than \$120,000.<sup>135</sup> From this point on Equity had to be reckoned with as a powerful and responsible factor in the structure of the theatre.

Equity had won their struggle against a powerful collection of managers who had crushed many earlier strikes. When the walk-outs began *Variety* wrote,

The strike should never have started. The managers brought it upon themselves, and through that left the actor, represented by the Actors' Equity Association, with the best basis there can be for a strike--a just cause.<sup>136</sup>

The "just cause" was the actors' desire for an equitable contract--a contract they had already earned once through long and difficult negotiation and a contract which they were now determined to force the managers to honour. The use of the Equity contract would simply give back to the actors the conditions they had enjoyed before the rise of the Syndicate. Even as determined a foe as William A. Brady, an influential New York manager, had admitted, "Your Actors' Equity Association contract is absolutely fair, but I'll never adopt it until I am forced to."<sup>137</sup>

The demands of the actors were so just and reasonable that most performers wholeheartedly supported the strike action. An important addition to the ranks of striking actors were a number of big-name performers determined to help the lesser-known actors. Ed Wynn, Marie Dressler and Eddy Cantor were just some of the established stars who backed Equity. Probably the most important support from a star came, however, when Ethel Barrymore, who admitted that her managerial relations had always been pleasant, insisted that her family tradition left her no other course than to support the actors.<sup>138</sup> The backing of these well-known and respected performers influenced many people to support Equity.

Equity's ability to win the support of the stagehands and musicians in the strike made it very difficult for management to mount any sort of profitable show in the struck theatres. The White Rats had discovered, in their ill-fated strike of 1917, that without the support of the stagehands and musicians, management could keep their theatres open and simply wait out the strikers.

Perhaps the most important factor in the success of the Equity strike, however, was the support the actors received from the public. Concrete examples of public support are legion. The retail merchants on West 45th Street between 6th Avenue and Broadway in New York, for example, announced that while the strike lasted they would "Agree to donate 10 percent of their gross receipts to the Equity strike fund."<sup>139</sup> Equity benefits were well attended, and a protest parade in New York by the performers drew large crowds of supporters.

The widespread public support for Equity shows an underlying dissatisfaction with the policies and offerings of the new commercial managers in the theatre. The very month the strike ended, an article in *Theatre Arts Magazine* claimed,

They [the public] saw that creation lay with the actor not the manager; they comprehended the strange and significant fact that, though the physical theatre and the spiritual substance of the dream have altered beyond recognition through twenty centuries, the voice of the actor has continued ever the one constant and binding determining and unalterable factor in the existence of the theatre.<sup>140</sup>

The public, recognizing the actor as a creative and mistreated force within the theatre, gave moral and material support to the strikers and ensured their victory.

After the 1919 strike, AEA was recognized as an effective powerful spokesman for the legitimate player. The actors' victory marked a significant turning point in the balance of power within the theatre; henceforth the legitimate actor's position was protected by an organization run by, and for, the actor.

## CHAPTER 16

## ACTORS FIDELITY LEAGUE

The Actors Fidelity League was the equivalent in the legitimate theatre of vaudeville's National Vaudeville Artists; that is, a company union. The league, formed during the 1919 Equity strike, espoused the idea that actors were above unionism. Even though the managers granted the league a contract providing all those provisions Actors' Equity demanded, the company union was never as popular with the actors as their actors' union, and the league eventually disbanded.

The impetus for the formation of the company union came from actor-managers like George M. Cohan and Louis Mann, from the Producing Managers' Association, and from actors who believed that full-fledged unions had no place in the theatre.<sup>1</sup>

On August 10, 1919, three days after Equity had struck, E. A. Sothorn, a well-known actor, sent a telegram to a selected group of actors and actresses. It read, "Will you join me and other members of our calling in forming a new Association to uphold the dignity of the theatre and for the betterment of the conditions of the actors."<sup>2</sup>

The account to which the telegrams were charged was the Danville Corporation, formed by Charles D. Coburn and some of his relatives to produce *The Better 'Ole*, a play which Equity was to strike.<sup>3</sup> Coburn and his wife had resigned from Equity in July of 1919 with the intention of forming a new actors' association.<sup>4</sup>

On August 12, 1919, the *New York Tribune* announced that Sothern had received ". . . more than sixty enthusiastic acceptances from some of the best known actors and actresses in America."<sup>5</sup> Among those who immediately joined with Sothern were David Warfield, Minnie Maddern Fiske, Henry Miller, and Howard Kyle.<sup>6</sup>

A meeting to form an alternative actors' organization was called for the following week. Scattered among the crowd at the organizational meeting were many managers, including Charles Coburn, Edgar MacGregor, Charles Emerson Cook, Walter Wanger, Joe Weber, Gus Edwards, Arch Selwyn, Edward Lyons, Sam H. Harris, Robert Campbell, and R. G. Heindon.<sup>7</sup>

An actress, Catherine Hagan, formally proposed to the assembled the formation of a new actors' organization. At this point the meeting invited George Cohan, an actor, writer, and producer, to head the new group. Cohan agreed, but stated that first he would have to resign from the Producing Managers Association.<sup>8</sup>

A committee to draft a constitution and by-laws was appointed. Louis Mann was elected chairman, and assigned to the committee were:

Alan Dinehart	Lenore Ulric
Frederick Kerr	David Warfield
Janet Beecher	William Collier
Alexander Leftwich	Marjorie Wood
Zelda Sears	

Zelda Sears and Janet Beecher had resigned from Equity when the strike was announced,<sup>10</sup> and David Warfield had been one of the first actors to support the idea of an alternate actors' organization.<sup>11</sup>

The slogan adopted for the as-yet-unnamed association was proposed by Burt McIntosh: Make The Stage Safe For Its Men and Women. The concept was appealing enough that 465 performers enrolled as members immediately.<sup>12</sup>

At the next meeting on August 23, 1919, Mann announced that the number of applications for membership had grown to 542. Alan Dinehart, reporting for the committee on the constitution and by-laws, announced that the name of the new actors' organization was to be the Actors Fidelity League, and that committee members had volunteered to contribute one hundred dollars each to meet the expenses of organization. At the same time Dinehart announced that the committee had declined to accept the \$100,000 Cohan had offered the association.<sup>13</sup> By declining Cohan's money the committee may have been attempting to obtain some credibility as an organization representing the actors.

The constitution and by-laws were adopted with one reservation. The suggestion that two blackballs bar a prospective member was altered to require a majority vote in the board of directors to disbar any applicant.

The officers voted into positions were:

President	-	George M. Cohan
Vice-President	-	Louis Mann
Secretary	-	Allan Dinehart
Treasurer	-	William Collier <sup>14</sup>

A board of twenty-one directors was also elected:

David Warfield	Frederick Kerr
Minnie Maddern Fiske	Janet Beecher
Holbrook Blinn	Zelda Sears
Lowell Sherman	Jose Ruben

Fay Bainter  
 Marjorie Wood  
 Otis Skinner  
 Willard Mack  
 George MacFarlane  
 Leonard Ulric  
 Arthur Ashley 15

Gladys Hanson  
 William H. Gilmore  
 Lester Lonergan  
 George Barnum  
 John Halliday  
 Julia Doan

The incorporation ceremonies for the Actors Fidelity League were held on August 25, 1919.<sup>16</sup> A resolution was adopted urging the board of directors to prepare a contract to present to the PMA, and-- rather facetiously, considering the machinations by which the new organization was founded--to ask whether the managers would deal with Fidelity.<sup>17</sup>

Meanwhile, the Equity strike was gaining momentum, particularly after Gompers urged affiliated unions to support the performers in their action. The managers, well aware that they were losing the battle, hoped that by offering an excellent contract to Fidelity they could shatter Equity's solid front and precipitate an exodus of Equity members to the ranks of the rival union. Accordingly on August 27 the PMA met to set its seal of approval on a contract to be offered the Fidelity members through Cohan.<sup>18</sup>

Cohan delivered the contract to a Fidelity gathering and announced,

I have here the salient points of a new contract which I am going to present to you tonight. Before I left the Producing Managers' Association room this afternoon I was given full power to get you whatever you asked for, within reason--and what that was, was put up to me to decide!<sup>19</sup>

The essential terms of the contract which Cohan then read were as follows:

Eight performances were to constitute a week. Additional performances were to be paid for on a basis of one-eighth salary.

Dramatic companies would rehearse four weeks, and for additional rehearsals the artist would receive full salary.

All costumes, wigs, shoes and stockings would be furnished the chorus by the manager.

All salaries were to be paid on Saturday night.

If a play were rehearsed less than ten days and abandoned by the manager, the manager was to pay the actor one week's salary.

If an actor was re-engaged for a part, he was not to be subject to the ten days probationary clause.

In case of dispute or claim or contract violation, the dispute or claim was to be submitted to arbitration. The manager could choose one arbitrator and the artist a second. If within three days these arbitrators did not agree, then within that time they would choose a third, a person not in the theatrical profession. The decision of the majority of the arbitrators was to be binding and no suits could be brought after the arbiters' award had been made in writing.<sup>20</sup>

Despite the many valid benefits offered in this contract, it contains one major weakness for the actor. The managers have withheld the power to enforce the contract. In the clause covering arbitration of claims, the arbitrators are specifically restricted to individuals, and neither Fidelity nor any other organization can act for the actor. Thus the actor is forced to stand alone against management--an arrangement which inevitably puts the former at the mercy of the latter.

As discussion and negotiation on the Cohan contract went on, the Equity strike became ever more effective as the stagehands and musicians joined the picket lines. On August 31 Cohan read the Fidelity contract to a Fidelity meeting with a revised arbitration clause:

Nothing herein shall be construed as prohibiting any party to this contract from selecting as his arbitrator an association instead of an individual; but only one person selected from such an organization shall act as the arbitrator representing the party who has designated the association as his arbitrator.<sup>21</sup>

The new Actors Fidelity League clause conceded that any member of Fidelity (and presumably Equity) could designate his organization to appear for him in an arbitration meeting.

Even this concession, however, failed to start a stampede of Equity members to the ranks of the league. The striking actors could sense victory as their strike spread, and were not to be bought off so easily. Equity had successfully convinced most of its members that the Actors Fidelity League was simply a ploy by the managers to break the strike, and maintained that if the actors were to fall for the lures of the new organization they would find that before long all the supposed benefits would disappear.

The managers, in the meantime, used the Fidelity League to weaken the strike. When the strike spread to Chicago, the managers, through the league, asserted that they were rushing two hundred applications for membership in Fidelity to Chicago, where the strike was declared to have created an immediate and imperative demand for them.<sup>22</sup>

An offer of help to prospective Fidelity members was made.

"At a meeting of the Board of Directors of the AF League today a fund was created for the relief of those members who have been thrown out of employment as a result of the Equity strike and who might be in need of financial assistance."<sup>23</sup>

Despite the efforts of the league, the managers conceded defeat to Equity on September 6, 1919. Eager to undo as much of Equity's victory as possible, they granted the same terms to Fidelity members and independents as to Equity members.<sup>24</sup>

The immediate concern of Fidelity members was that they not be in any way victimized by Equity. This fear was short-lived as on September 9, 1919, Cohan announced the text of a letter defining Equity's attitude towards members of the League. It read:

I am directed by the Actors Equity Association to say to you that Clause 5 of the contract dated this day entered into between you and the Actors Equity Association is understood by the Actors Equity Association as having the same effect as if it read:

5. Neither the Actors Equity Association nor any member thereof shall refuse to perform services for any producer because of the presence in the cast or production of a person or persons not a member of the Actors' Equity Association or of the Chorus Association, or of a person or persons a member or members of the Actors' Fidelity League or any other association or organization.<sup>25</sup>

Thus the Actors Fidelity League ended in 1919 with a contract literally identical to that of Equity. The league members, however, were in the same position as the citizens of a benevolent autocracy. As long as the rulers (managers) were benevolent the situation was acceptable, but if the situation were to become oppressive the ruled (league members) had little recourse but to endure.

Actors Fidelity League members, many of whom simply could not accept the concept of actor-artists within a labour union, had not yet come to terms with the fact--perhaps unfortunate, but undeniable--that within the commercial theatre run by businessmen for profit, the actor was an economic unit in need of protection.

## CHAPTER 17

## SUMMARY

Just like the carpenters, coal miners, fabric workers, cigar-makers, and every other special-interest group of people in the labour force, the actors found that they had to unite in a special-interest organization to cope with the fundamental technological, economic, social and cultural changes brought on by the Industrial Revolution.

The first significant effort by actors in America to protect themselves came with the establishment of organizations which were designed to provide funds for actors when they were unable to work because of age, illness or injury. There had been earlier ill-conceived and short-lived plans, such as Albert A. Palmer's "Poor Fund" for his Union Square Stock Company,<sup>1</sup> or the "Widows and Orphans Fund", organized on the basis of actors paying fifty cents at the death of any of their number,<sup>2</sup> but the first such actors' organization to last any length of time was the General Theatrical Fund, founded in 1829. The lineage of this original fund can be traced directly through the American Dramatic Fund, founded in 1882, and still active today.

The success of the actors in developing a fund to care for the performers in their time of need was largely unopposed because the organizations involved did not threaten the power structure. The effort by performers to ensure a degree of economic security for themselves,

even when not working, was paralleled by similar moves by other groups of workers all through the nineteenth century. Corresponding to a general social movement towards greater humanitarianism, the responsibility of the actors' funds was gradually extended until the mandate covered literally all the needy associated with the theatre.

We have already represented the complex changes in the American theatre after 1870 as a sort of 'industrial revolution in the theatre'. This revolution saw the abandonment of stock companies (local, isolated units) and the creation of travelling companies which worked from New York (a central production system) in a system of highly integrated theatre circuits. Booking syndicates, formed to serve the travelling companies, came under the control of big business (the Syndicate). This acted to separate theatre management from play production (division of labour).

With this change in theatre structure came a corresponding change in the status of the actor. Thus, the second significant collective effort by the actors to protect themselves came when they began to form organizations to improve their economic and social status. The movement to win improved working conditions through collective effort was strongly opposed, because managers recognized that the status quo yielded them maximum profit and assured them of next to no opposition in their dealings with the actors.

The effort towards improving their working conditions was complicated by a sort of schizophrenic self-view held by the actor who was, at the same time, an artist working towards an aesthetic end

and a worker toiling in an industry. As an artist the actor was reluctant to compromise his art and was reluctant to classify himself with the common worker through unionism, but as a worker the actor was acutely aware that he needed to strengthen his already tenuous economic position. This schizophrenic self-view led to a basic split in the ranks of the actors between those who wanted to maintain the social status of the actor (i.e., an artist above trade unionism), and those who wanted to link the actor with federated labour and thereby win better working conditions. Only when the performer could come to terms with the dichotomy that as an actor he was both an artist and a member of a wage-earning trade, could he act to protect both his economic and aesthetic standing.

Gradually the performer began to realize that the managers used the actors' schizophrenic self-view to their own convenience. Whenever there was talk of unionism, the cry from the managers (and many of the actors) was that the actor was lowering himself and his calling by ranking himself with the likes of a coal miner, *et cetera*. A typical statement was that made by actor-manager George M. Cohan, who objected to labour organizers "who look and talk like boiler-makers. What have they to do with the theatrical profession? Acting is highly specialized--therefore we should not be run like a labour union."<sup>3</sup>

On the other hand, the managers treated the actor as a mechanic would the necessary, but easily replaced, part of a production system. In 1895 an actor, Henry M. Pitt, announced that he was to retire

because there was no longer any certainty upon which an actor could depend. He went on,

In the old days when independent managers controlled the theatres, an actor was engaged for a stated period, and his salary was paid during that period, whether the manager's venture proved profitable or otherwise. Under the present trust system of management there is no settled term for an engagement, and an actor may begin the season with apparently the brightest prospects, and find himself the football of fortune before a month has passed.<sup>4</sup>

In 1916 Hiram K. Moderwell summed up the dichotomy as follows:

He (the actor) is hired as a highly skilled workman. This fact he has hitherto refused to see, to his own sorrow. In esthetics he is beyond question an "artist", but in economics he is an artisan, a wage earner, a member of a trade. His economic position can not be secured until he realizes this fact and acts upon it. As an economic unit he is exactly in the position of the hod carrier. He has at last recognized the fact, as the hod-carrier recognized it some years ago.<sup>5</sup>

As Moderwell points out, eventually the majority of actors recognized the fact that economically they were in need of the practical protection afforded by a union. Francis Wilson, an organizer and the first president of Equity, claimed that in the beginning Equity had no intention of becoming a union. By 1916, however, Wilson had changed his mind:

Hitherto actors have refused to organize for their own protection giving as an excuse that theirs was an artistic profession, and that it was beneath the dignity of an artist even in his own protection to employ the methods of the mechanic. That was all very well at a time when few classes of people were organizing and there was but little need for protection as a profession, but at this particular time and period, when all classes, that is, artists and artisans and professors, are organizing for protection, even the actor has at last, thank God! his protective association. So that there is no need to hide our dignity, our artistic dignity, which has given way to necessity.<sup>6</sup>

Wilson here recognizes that the process of organizing for self-protection

was a widespread social phenomenon in which the actors were but one small group. Within the theatre itself the stagehands, largely unhindered by any confusion over whether they were first and foremost wage-earners or artists, had begun to unionize by 1886,<sup>7</sup> and as a result of their co-operative strength earned the respect--perhaps born of fear--of the managers. An idea of the treatment accorded the stagehands can be gained from a comment by Jerome K. Jerome who, in a book about actors, complimented the manager of a theatre by saying that he was a first-rate fellow who treated the actors "as if we were stage carpenters."<sup>8</sup>

The actors, however, did not unionize solely for economic reasons. In a vague and largely unconscious way the actors recognized the mechanical and overly-mercenary qualities of the new system, and they resented both the new view of the theatre as a profit-making industry and their insignificant and unsatisfying role within the new order. George Fuller Golden, speaking of the White Rats, claimed, "They were organized not only for social purposes or to temporarily protect their salaries, but to beautify their lives, uplift their profession, and own their own enterprises."<sup>9</sup> In his book, *My Lady Vaudeville and Her White Rats*, Golden reinforces this sentiment when he speaks of himself in the third person: "One of the many handicaps that our poor Fool labored under was his ability to see the ridiculous futility of appealing with such sentiments as truth, justice, or fair play in this present age of Iron and Gold."<sup>10</sup>

In the "age of Iron and Gold", the actor's status within the theatre changed from one of the respect due an associate to the cold regard accorded an easily replaced unit of labour. Lee Shubert said, "Acting is more nerve than skill," and claimed, "These same people [actors] could not earn ten dollars per week at any other trade, working eight hours a day."<sup>11</sup> In the *New York Dramatic Mirror* of March 12, 1913, he added, "No person who delivers as little as the actor is paid so much."<sup>12</sup> To a businessman like Shubert, the actor, who furnished nothing material to a production save his body and some costumes, obviously deserved little remuneration, and apparently less respect, because he delivered little that was tangible, that could be catalogued, bought, packaged and sold. Where the manager-as-associate had appreciated and respected the training, empathy, experience, and commitment of the actor, the manager-businessman saw the actor as a worker who contributed nothing except his time. It was as much this loss of identity, and a yearning for a theatre run by people rather than a theatre run by business, as it was the economic inequities of the "new" theatre against which the actors revolted.

Lewis Mumford claimed that the Industrial Revolution produced a "new barbarism" wherein civilization shifted from an interest in human values to measuring life in material and pecuniary means.<sup>13</sup> The "industrial revolution" in the theatre produced the "new barbarism" by shifting control of the theatre from managers with an interest in human values and in the theatre for itself, to businessmen who measured the value of the theatre in terms of profit and investment.

Perhaps because this revolution came to the theatre so late, a particularly virulent group of "new barbarian" managers, including men like Benjamin Albee, Marc Klaw, the Shuberts, Samuel Nixon and Pat Casey, took over the economic control of theatre in America. It was their insensitivity to the needs of the theatre and their rapacious greed which eventually drove the actors to unionize for self-protection.

## FOOTNOTES

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<sup>8</sup>Gilbert B. Cross, *Next Week—East Lynne: Domestic Drama in  
Performance 1820-1874* (Cranbury, 1977), p. 103.

<sup>9</sup>Golden, p. 82.

<sup>10</sup>Ibid., p. 64.

<sup>11</sup>Green, p. 104.

<sup>12</sup>"The Usher," *New York Dramatic Mirror*, March 12, 1913, p. 4.

<sup>13</sup>Lewis Mumford, *Technics and Civilization* (New York, 1934),  
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Actors' International Union Charter Record

Actors' Protective Union Charter Record

Actors' Society Certificate of Incorporation, Constitution and By-Laws (1896)

American Dramatic Fund Constitution and By-Laws (1856)

Associated Actors and Artistes of America Charter Record.

White Rats Actors Union of America Charter Record.

## APPENDIX A

## OFFICERS OF THE AMERICAN DRAMATIC FUND

The list of officers for the American Dramatic Fund is incomplete as records for some years are unavailable. The years covered are 1848, 1867-1868, 1871-1879, 1882, and 1888.

*President*

David O. Coldin	1848-?
H. G. Stebbins	?-1867
S. L. M. Barlow	1868-1888

*Trustees*

William C. Alexander	1872
Edward G. Block	1888
Edwin Booth	1871
John Brougham	1867-1868, 1872-1879
James Bryce	1867-1868, 1871-1875
W. P. Chapman	1848
W. B. Dinsmore	1873-1875
John Gilbert	1882, 1888
A. Oakley Hall	1871
J. Prescott Hall	1848
Thomas G. Hamblin	1848
John Hoey	1877
S. J. Hurd	1878-1879, 1882, 1888
S. H. Hurdens	1877
L. W. Jerome	1867-1868
D. Kingsland	1867-1868, 1871-1875
John McKeon	1848
G. W. McLean	1867-1868
Robert B. Roosevelt	1876-1879, 1882, 1888
Nathan Seeley	1878-1879, 1882, 1888
Henry G. Stebbins	1848
W. R. Travers	1871-1879, 1882
E. F. Taylor	1874-1879
James Taylor	1879, 1882, 1888
J. W. Wallack	1871
William Warren	1888

D. Whiting	1872-1875
B. Williams	1867-1868
A. W. Young	1867-1868

*Treasurer*

John H. Oxley	1867-1868
Charles K. Mason	1871-1875
W. B. Harrison	1876-1879
E. F. Taylor	1882
George Becks	1888

*Secretary*

Charles J. Bernard	1867-1868, 1871-1873
C. K. Mason	1874-1875
W. B. Harrison	1876-1879
Louis G. Wemyss	1882
George Becks	1888

*Honorary Physicians*

Dr. Quackenboss	1868-1888
Dr. Lewis Blake	1868
Dr. Cheesman	1868
Dr. Proudfoot	1868
Dr. Robertson	1882

*Honorary Corresponding Secretaries*

J. H. Rogers, Boston	1868
J. R. Reed, Philadelphia	1868
B. De Bar, St. Louis	1868, 1873
J. B. Fuller, Cincinnati	1868 (Boston) 1873
J. McVicar, Chicago	1868, 1873
J. Everard, California	1868
W. R. Floyd, New Orleans	1868
W. H. Chippendale, England	1868, 1873
J. Proctor, California	1873

*Directors*

Carl Ahrendt	1878-1879, 1882, 1888
D. C. Anderson	1871-1872, 1877-1879, 1882
George Becks	1875-1879, 1882, 1888

John Bridgman	1867
John Broughton	1871
F. S. Chanfrau	1872-1879, 1882
F. Chippendale	1867-1868, 1871-1875
N. B. Clarke	1867-1868, 1871
C. W. Couldock	1872-1877, 1882, 1888
William Davidge	1867-1868, 1871-1879, 1882, 1888
W. R. Denham	1872-1878, 1882
W. R. Durham	1879, 1882
W. J. Florence	1872-1879, 1882, 1888
J. G. Gilbert	1867-1868, 1871, 1873-1879
A. Grosse	1872, 1874-1876
T. S. Hadaway	1867
Harkins	1871
W. B. Harrison	1872-1873
Thomas J. Hind	1868, 1872-1879
H. J. Howard	1867, 1871
H. Isherwood	1867-1868, 1871-1879
Lanagan	1871
C. K. Mason	1867-1868
R. Marshall	1878
J. McVicker	1882, 1888
John Moore	1867-1868, 1871-1879, 1882, 1888
T. E. Morris	1868, 1872-1873
Theodore Moss	1867, 1871, 1873-1875, 1887, 1882, 1888
Thomas Piacide	1877
Joseph Proctor	1882, 1888
Reynolds	1871
F. Loraine Rogers	1877-1879, 1882, 1888
J. H. Rogers	1888
John Sefton	1867-1868
M. Smith	1867-1868
J. H. Stoddart	1868, 1871-1873, 1876-1879, 1882, 1888

## APPENDIX B

## PARTIAL LIST OF MEMBERS OF AMERICAN DRAMATIC FUND

This includes paying members, associate members, and widows.

John Jacob Astor	Fanny Kemble
William B. Astor	D. Kingsland
Mrs. Ben De Bar	Jenny Lind
S. L. M. Barlow	Eliza Logan
P. T. Barnum	Max Maretzek
Tom Barry	C. K. Mason
John Brady	John McKean
John Bridgman	G. W. McLean
William F. Brough	J. H. McVicker
John Brougham	John Moore
James Bryce	T. Morris
Mme. Celeste	Theodore Moss
Mrs. F. S. Chanfrau	Sir William Niblo
W. P. Chapman	Adelina Patti
F. Chippendale	Carlotta Patti
N. B. Clarke	John Povey
David C. Cobden	M. S. Smith
Charlotte Cushman	Henry G. Stebbins
C. W. Couldock	J. H. Stoddart
Fanny Davenport	W. R. Travers
William Davidge	James Wallack
W. B. Dinemore	Barney Williams
Louis Eldridge	A. W. Young
W. J. Florence	
Mrs. Sidney France	
John Gilbert	
Angelo Grossi	
Thomas Hadaway	
J. Prescott Hall	
Thomas G. Hamblin	
T. J. Hind	
Mrs. George Holland	
Henry Isherwood	
L. W. Jerome	
Charles Kean	

## ACT OF INCORPORATION

—AND—

## BY-LAWS

—OF—

## THE ACTORS' FUND

—OF—

## AMERICA.

INCORPORATED JUNE 8,

Isabella F. Henderson  
New York City

NEW YORK:

## OFFICERS 1889-90.

## PRESIDENT:

A. M. PALMER.

## 1ST VICE PRESIDENT:

LOUIS ALDRICH

## 2D VICE PRESIDENT:

WILLIAM HENDERSON.

## TREASURER:

FRANK W. SANGER.

## SECRETARY:

CHARLES W. THOMAS.

## COUNSEL:

A. J. DITTENHOEFER,

96 Broadway.

## BOARD OF TRUSTEES:

A. M. PALMER,

LOUIS ALDRICH,

WILLIAM HENDERSON,

FRANK W. SANGER,

CHARLES W. THOMAS.

JOSEPH F. WHELLOCK,

J. W. SHANNON,

F. F. MACKAY,

W. J. FLORENCE,

DeWOLF HOPPER,

HARRISON GREY FISKE,

EDWIN H. PRICE,

EDMUND C. SPANTON,

EDWIN KNOWLES,

M. W. HANLEY,

ANTONIO PASTOR,

JOSEPH ARTHUR.

## EXECUTIVE COMMITTEE:

LOUIS ALDRICH, *Chairman*.

WILLIAM HENDERSON,

EDWIN KNOWLES,

HARRISON GREY FISKE,

J. W. SHANNON

## BUSINESS OFFICE OF THE FUND:

No. 145 FIFTH AVENUE, Corner 21st Street.

Hours from 10 A. M. to 5 P. M.

DR. ROBERT TAYLOR,  
145 Fifth avenue, Physician-in-Chief.

DR. COLIN MCDUGGALL,  
No. 104 West 40th street, New York.

DR. J. BARAN,  
No. 204 East 72d street, New York.

DR. LUDGER C. VINCENT,  
No. 52 West 20th street, New York.

DR. E. F. HOYT,  
No. 76 West 27th street, New York.

DR. A. ROSS MATHESON,  
No. 337 Union street, Brooklyn, N. Y.

DR. L. SAFFORD GILLESPIE,  
No. 132 South Eighth street, Brooklyn, E. D.

DR. J. S. SHAW,  
No. 577 Tremont street, Boston, Mass.

DR. ARTHUR B. HOSMER,  
No. 70 Monroe street, Room 16, Chicago, Ill.

DR. HAMILTON E. LEACH,  
No. 400 Seventh street, S. W., Washington, D. C.

DR. L. A. QUERNER,  
No. 412 Race street, Cincinnati, O.

DR. WILLIAM E. ASHTON,  
No. 222 South Eighth street, Philadelphia, Pa.

DR. THOMAS LATIMER,  
No. 1213 Eutaw place, Baltimore, Md.

DR. FRANK McDONALD,  
No. 424 Penn avenue, Pittsburg, Pa.

DR. A. U. WILLIAMS,  
Howard Block, Hot Springs, Arkansas.

DR. JOHN LOCHNER,  
583 Jersey avenue, Jersey City, N. J.

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*CONSULTING SURGEONS:*

DR. CHAS. PHELPS,  
191 East 19th street, New York.

DR. T. S. ROBERTSON,  
28 East 20th street, New York.

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HONORARY MEMBERS.

GROVER CLEVELAND,  
JAMES GORDON BENNETT, A. J. DIITENHOEFER,  
W. S. ANDREWS, REV. G. H. HOUGHTON, D.D.,  
WILLIAM R. GRACE, ABRAHAM S. HEWITT.

—:—

LIFE MEMBERS.

(SEC. 20 of the By-Laws. Any person entitled to membership, on payment of fifty dollars, may be admitted by the Executive Committee as a life member; who shall forever thereafter be free from the payment of annual dues.)

LOUIS ALDRICH,	EMILY KIMBALL,
DAVID BIDWELL,	LILLIAN LANGTRY,
GEORGE A. BEANE,	*ROSA M. LELAND,
KAIE BYKON,	HENRY C. MINER,
*SAMUEL COLVILLE,	MARSHALL H. MALLORY,
MRS. SAMUEL COLVILLE,	THEODORE MOSS,
LOTTA M. CRABTREE,	CHARLES MEYER,
HENRY DAZIAN,	WILLIAM H. MORTON,
J. K. EMMET,	MAGGIE MITCHELL,
T. H. FRENCH,	ROBERT B. MANTELL,
ISRAEL FLEISHMAN,	J. H. MCVICKER,
WILLIAM J. FLORENCE,	ALBERT M. PALMER,
ROBERT FULFORD,	CHARLES P. PALMER,
EDWARD HARRIGAN,	ANNIE PINLEY,
WILLIAM HENDERSON,	CORA URQUHART POTTER,
RICHARD M. HOOLEY,	WILLIAM W. RANDALL,
MARTIN W. HANLEY,	RHEA,
AL. HAYMAN,	A. A. STEWART,
EDWARD J. HASSAN,	AGNES BOOTH SCHOEFFEL,
GUS HARTZ,	EDMUND C. STANTON,
HENRY IRVING,	FRANK W. SANGER,
HENRY A. JONES,	EUGENE TOMPKINS,
H. R. JACOBS,	CHARLES H. THOMPSON,
THOMAS W. KEENE,	DENMAN THOMPSON,
EDWIN KNOWLES,	SIDNEY WOOLLETT,
GERTRUDE KELLOGG,	N. S. WOOD.

\* Deceased.

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AN ACT  
TO INCORPORATE THE ACTORS' FUND  
OF AMERICA.

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*Passed June 8th, 1882.*

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows :*

## SECTION 1.

Lester Wallack,	Dion Boucicault,
Albert M. Palmer,	David Bidwell,
Edwin Booth,	R. M. Hooley,
Edward Harrigan,	Thos. W. Keene,
Henry E. Abbey,	J. T. McCauley,
William Henderson,	John McCullough,
Joseph Jefferson,	Theo. Moss,
John F. Poole,	John McCaull,
Marshall H. Mallory,	Frank Mayo,
Phineas T. Barnum,	Robert E. J. Miles,
Lawrence Barrett,	J. H. Stoddart,
Wm. J. Florence,	Sheridan Shook,
Harry Miner,	Orlando Tompkins,
William E. Sinn,	Eugene Tompkins,
Frank Chanfrau,	William Warren,
Bartley Campbell,	J. F. Zimmerman,
Samuel Colville,	S. F. Nixon.

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Mrs. John Drew,	C. D. Hess,
Augustin Daly,	John Duff,
E. G. Gilmore,	J. H. McVicker,
Theo. Morris,	Thomas Maguire,
Jacob Nunnemacher,	J. W. Norton,
James O'Neil,	John E. Owens,
Edwin H. Price,	H. T. Paddock,
Antonio Pastor,	Chas. T. Parsloe,
Charles Pope,	Stuart Robson,
Isaac B. Rich,	Edwin E. Rice,
John T. Raymond,	John P. Smith,
Charles Spaulding,	

many more unnecessary to enumerate, and such other persons as from time to time become associated with them, are hereby constituted a body corporate by the name of "THE ACTORS' FUND OF AMERICA."

SEC. 2.—The said corporation shall have the power and is hereby authorized and empowered to receive and raise money by subscription donation, bequest, by dues, from assessments on its members, by theatrical benefits, fairs and festivals, and by and in such other ways and means as may from time to time be provided in the by-laws and regulations of said corporation.

SEC. 3.—The said corporation shall have the power and is hereby authorized and empowered to invest and re-invest the money and property it may receive from any source in and on such security or securities, and in such manner and on such terms and conditions as may be provided in the by-laws, rules and regulations of said corporation; and it shall have the power and is hereby authorized and empowered to use, apply and devote the moneys, funds, property and securities, and the interest, income and gains therefrom, to advance, promote, foster and benefit the condition and welfare, physical as well as intellectual, of the members of said

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corporation, and of other persons belonging to the theatrical profession and their families, in such a way and manner, and at such time or times as may be provided in the by-laws and regulations of said corporation.

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SEC. 4.—The corporation may acquire, take, hold, convey and transfer real and personal estate; but the whole amount of real estate held by the said corporation shall not exceed in value five hundred thousand dollars, and it shall have the right to sue and be sued, and possess the general powers, and be subject to the provisions prescribed in the third title of the eighteenth chapter of first part of the revised statutes.

SEC. 5.—The said corporation may from time to time enact by-laws, rules and regulations not inconsistent with this act, as shall be proper in the premises, and may amend, alter, suspend and repeal the same; and it shall provide for the election of officers, their respective terms of office and functions; for the admission of members and for enforcing the payment of dues and assessment of the members; for the government, trial, suspension and expulsion of its officers and members; for the times and places of meetings; for the number necessary to constitute a quorum of the trustees and of the members for the transaction of business; and in general for the control, government and management of the affairs of the corporation.

SEC. 6.—The officers of said corporation shall be a president, secretary, treasurer and a board of trustees, consisting of not less than nine nor more than seventeen, and such other officers as shall be provided for in the by-laws. All the officers and trustees shall hold office for the term of one year, or until their successors are duly elected and qualify, in accordance with the by-laws and regulations of said corporation.

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SEC. 7.—The board of trustees shall have the power and authority to appoint and name an executive committee of five from among its members, which executive committee shall have all the power and authority vested in the board of trustees during the intervals between the meetings of the said board of trustees, but shall be required to report to the said board of trustees at each of their meetings.

SEC. 8.—The first seventeen persons named in the first section of this act shall constitute the board of trustees of said corporation for one year from the date of the passage of this act, and until their successors are duly elected and qualify under the provisions of the by-laws of said corporation, and the said board mentioned in this section shall have the power to call the first meeting of the members of this corporation, at such time and place within two months from the date of the passage of this act as they may determine; at which meeting the officers mentioned in the sixth section of this act, excepting the board of trustees, and such other officers as may be determined upon, shall be elected to hold office for one year from the date of the passage of this act, and until their successors are duly elected and qualify under the by-laws of said corporation.

SEC. 9.—The American Dramatic Fund Association is hereby authorized and empowered to unite with and join the corporation hereby created, and to consolidate, unite and merge its funds and moneys with the funds and moneys of the corporation hereby created, at such time and in such manner and on such terms, provisions, stipulations and conditions as may be agreed upon by and between said American Dramatic Fund Association and the corporation hereby created.

SEC. 10.—The term "Theatrical Profession" used in this act shall be held to include all persons pursuing the profession of acting, singing, music, dancing, and the

management of theatres and other places of public amusement; as well as any persons interested and concerned or who earn a living from and in connection with any place of public amusement.

SEC. 11 --This act shall take effect immediately.

# ARTICLES OF INCORPORATION.

American Dramatic Fund, authorized to unite with,	ART. 9
Benefits, power to raise money by,	" 2
Requests, power to raise money by,	" 2
By-Laws, power to enact and repeal,	" 5
Donations, power to raise money by,	" 2
Dramatic Fund, American, authorized to unite with,	" 9
Dues, enforcing payment of,	" 5
Elect Officers, power to,	" 5
Expend, power to,	" 3
Expulsion of officers and members,	" 5
Executive Committee, power and authority of,	" 7
Invest, power to,	" 3
Meetings, times and places of,	" 5
Money, power to raise,	" 2
Officers of corporation,	" 7
Officers, suspension and expulsion of,	" 5
Personal estate, power to acquire,	" 4
Power to acquire real and personal estate,	" 4
Power of Executive Committee,	" 7
Power to elect officers,	" 5
Power to enact and repeal By-Laws and Rules,	" 5
Power to enforce payment of dues,	" 3
Power to invest and expend money,	" 2
Power to raise money,	" 2
Power to sue,	" 4
Quorum, necessary to constitute,	" 4
Real estate, power to acquire,	" 4
Rules and Regulations, power to enact and repeal,	" 5
Subscriptions, to raise money by,	" 2
Suspension of officers and members,	" 5
Sue, power to,	" 4
Theatrical profession, what the term includes,	" 10

## BY-LAWS.

SECTION 1. This Association shall, as provided in the act of incorporation, passed June 8th, 1882, be known as "The Actors' Fund of America," and the office for the transaction of its business shall be in the City of New York.

SEC. 2. The object of said association shall be, as stated in said act of incorporation, to advance, promote, foster and benefit the physical and intellectual condition of all persons connected with the theatrical profession, as defined in said act of incorporation, in such way and manner as shall be determined in accordance with these by-laws.

SEC. 3. The officers of this association shall be a president, two vice-presidents, a treasurer, secretary, and a board of seventeen trustees. They shall not receive any compensation.

SEC. 4. The number of trustees may be reduced to any number, not less than nine, at any annual meeting of the association.

SEC. 5. The board of trustees shall have the power to appoint an assistant secretary, fix his compensation and discharge him at their discretion.

SEC. 6. Lester Wallack, Albert M. Palmer, Edwin Booth, Edward Harrigan, Henry E. Abbey, Wm. Birch, Wm. Henderson, Joseph Jefferson, John F. Poole, Marshall H. Mallory Phineas T. Barnum, Lawrence Barrett, Wm J. Florence, Joseph K. Emmett, Harry Miner, John H. Haverly and Wm. E. Sinn are, in accordance with said Act of Incorporation, the trustees of this association up to and including the 8th day of June, 1883, or until their successors are elected.

SEC. 7. At every annual meeting the president, two vice-presidents, a treasurer, secretary and seventeen or such less number of trustees as shall have been legally designated, shall be elected by the members by ballot or otherwise, as a majority shall designate; these officers shall hold office for the term of one year, or until their successors are elected, and to them shall be delivered all the property of every nature belonging to the association.

SEC. 8. The president shall be the executive officer and preside at all meetings of the association; shall be *ex officio* a member of all committees; shall sign the orders or warrants on the treasurer when duly authorized, and in general shall represent the association and perform all such duties as properly belong to the office of president.

SEC. 9. The first vice-president shall perform the duties of president in the event of a vacancy in said office, or in case of the inability of the president to act, or his absence from the City of New York, temporarily or otherwise, and he may sign all proper orders or warrants on the treasurer if the president cannot be found for the purpose.

SEC. 10. The second vice-president shall perform the duties of the office of president in the event of a vacancy in both the office of the president and of the first vice-president and the absence of both from the City of New York, or of their inability to attend, and he may sign all proper orders or warrants on the treasurer if both the president and first vice-president cannot be found for the purpose.

SEC. 11. The treasurer shall take charge of all the moneys and funds of the association; shall invest the same in the name of the association in such way and manner and on such security or securities as he shall be directed by the Board of Trustees; shall deposit such moneys and securities in the name of the association in such safe deposit company or banking institution as shall be designated by

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the Board of Trustees, from which no money shall be drawn excepting on checks countersigned by the president, one of the vice-presidents or secretary; shall pay out no money excepting on a warrant signed by the president or one of the vice-presidents and countersigned by the secretary; shall keep proper books of account in which shall be entered all moneys received and paid out by him and all moneys invested or deposited, showing how invested and deposited, and showing the nature and kind of securities on hand and where the same are deposited. He shall give such bonds for the faithful performance of his duties as may be required by the Board of Trustees.

SEC. 12. The Secretary shall keep a true and faithful report of all proceedings at the meetings of the members; shall keep a roll of the members and books in which shall be entered the sums of money paid by and due from the members of the association, and the sums of money paid by the association to the members and other persons, and of all moneys received or paid by him to the treasurer, and of all orders or warrants on the treasurer countersigned by him; shall keep the accounts, documents, papers and the seal of the association in such form and manner and for such uses and purposes as the Board of Trustees may require; shall collect and receive the dues from the members and pay over the same, and all other moneys he may receive for the association, to the treasurer, taking his receipt therefor; he shall conduct the correspondence and transact such business for the association as shall be entrusted to him; he shall have all his books at every meeting of the association and at such of the meetings of the Board of Trustees and of the Executive Committee as he shall be required; shall deliver the same to the Board of Trustees when so required; he shall send notices of all meetings to members; shall countersign all orders and warrants drawn by the president or either of the vice-presidents

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on the treasurer, and shall perform such other duties as may be required of him by the Board of Trustees or Executive Committee.

SEC. 13. The assistant secretary shall at all times be in attendance at the rooms of the association; shall assist the secretary in the performance of his duties and shall perform such other duties as may be required of him from time to time by the Board of Trustees; and shall countersign the warrants and orders on the treasurer in the event of inability or absence from the city of the secretary.

SEC. 14. Corresponding honorary secretaries may be appointed by the Board of Trustees in such cities and towns of the United States as they may determine, whose duty it shall be to receive and forward all applications for and dues of membership, and applications for claims for relief of such members as may reside in the cities and towns for which they have been appointed, and to distribute such moneys as may be allowed and as directed by the Board of Trustees or Executive Committee, and they shall perform such other duties as may be required by the Board of Trustees.

SEC. 15. The Board of Trustees shall have the entire and supreme control, direction and management of the affairs of this association, they shall provide for the raising of money by benefits, fairs, festivals, and by and in any other way or means they may determine; shall see to it that the officers of the association perform their duties; shall provide for the safe deposit and investment of all moneys and funds of the association; shall make, as far as may be practicable, rules and regulations for the granting of relief and assistance to applicants; shall have power to pass upon and allow all applications by members or other persons for relief and assistance; shall provide a suitable seal for the association and suitable rooms in which the members may assemble, under such rules and regulations

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as they may determine; shall provide for the intellectual advancement and improvement of the members; they shall have power to appoint the corresponding honorary secretaries, and three inspectors of election, who shall preside at all elections, receive and count the votes, and certify the result; they shall appoint, in accordance with the Act of Incorporation, an Executive Committee of five; they shall keep a faithful and accurate report of all proceedings had by them; they shall have power summarily to suspend any officer for misconduct or malfeasance in office for such time or term as they may see fit, and to fill any vacancy so created for the time being; they shall elect their own chairman and secretary; in the event of the death or resignation, inability to act, or removal from office of any of the members of the Board of Trustees, the vacancy may be filled by the remaining members.

SEC. 16. The Executive Committee shall have all the power and authority vested in the Board of Trustees during the interval between the meetings of the said Board of Trustees, excepting the power to remove from office and to appoint inspectors of election, and excepting also that they shall not have the power to grant or allow any one applicant more than the sum of \$250 without first obtaining the approval of the Board of Trustees; they shall execute the orders and directions of the Board of Trustees, and shall keep a faithful and accurate report of all its proceedings and submit the same to the Board of Trustees at each of their meetings.

SEC. 17. The persons named in the Act of Incorporation are, by virtue of said act, members of this association.

SEC. 18. The Executive Committee may admit as a member any person pursuing the profession of acting, singing, music, dancing on the stage, the management of theatres and other places of amusement, and other persons

interested and concerned in or who earn a living from or in connection with any reputable place of amusement, on payment of the dues for one year.

SEC. 19. Each member of this association shall pay to the secretary annually the sum of two dollars; any member failing to pay said dues for one year shall, without further notice or proceeding, cease to be a member of this association, and his name shall be stricken by the secretary from the roll; all memberships date from and expire on the 1st of July of each year.

SEC. 20. Any person entitled to membership, on payment of fifty dollars, may be admitted, by the Executive Committee, as a life member; who shall forever thereafter be free from the payment of annual dues.

SEC. 21. Any reputable member connected with the theatrical profession, as defined in the Act of Incorporation, shall be entitled to present a claim for relief to the Board of Trustees or the Executive Committee.

SEC. 22. On the death of a person connected with the theatrical profession, as defined in the Act of Incorporation, in destitute circumstances, the Board of Trustees or Executive Committee may defray the expenses of his or her burial, and may give such assistance to his or her family as may be proper in the premises.

SEC. 23. The Board of Trustees shall have the power to apply for the purpose of relief in any one year such portion of the income of that year as may seem to them just and proper; the rest and residue of the income of said year, if any, shall be laid aside and accumulated as a fund to be applied by the Board of Trustees to the other objects mentioned in the Act of Incorporation.

SEC. 24. The office of any member of the Board of Trustees, or of the Executive Committee, failing to attend three consecutive meetings of said Board or Committee, may be declared vacant by the Board of Trustees; and the Board shall

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have power to fill such vacancies by appointing any other member of the association a trustee or member of the Executive Committee.

SEC. 25. For misconduct or malfeasance in office, on the part of any officer, the Board of Trustees or Executive Committee may prefer and serve on the accused officer charges in writing, giving such officer reasonable notice when the same will be investigated; on the day appointed, or such other day or days to which the proceedings may be adjourned, the Board of Trustees or the Executive Committee may examine and try such charges, giving the accused the right to be heard either in person or by counsel; and the Board of Trustees shall have the power, by a vote of two-thirds of all the members, to remove such accused officer from office, if the said Board of Trustees adjudge, after such investigation, that he is guilty of the charges so preferred. If the examination of said charges is had by the Executive Committee, said Committee shall have no power to pass judgment, but shall report such charges and all the proceedings had thereon to the Board of Trustees, which Board shall then have the power, without further investigation or examination, to pass judgment thereon.

SEC. 26. Thirty members shall constitute a quorum at the meetings of the members of the association; seven members shall constitute a quorum of the Board of Trustees; three members shall constitute a quorum of the Executive Committee.

SEC. 27. The annual meeting of the members of the association shall be held at such time and place as the Board of Trustees may determine within the City of New York, on the first Tuesday after the first Monday in June. The Board of Trustees shall meet at least once every three months, at such place as they may determine within the City of New York. The Executive Committee shall meet at such place as the Board of Trustees may determine within the City of New York and wherever convened by the president, either

of the vice-presidents, chairman of the Board of Trustees or secretary.

SEC. 28. Special meetings of the members of the association may be convened by the Board of Trustees on giving at least ten days' notice by mail to the members of the association. Special meetings of the Board of Trustees may be convened by the president on a written requisition of at least three trustees. The notice of such special meetings shall state the purpose for which such meeting is called, and no other business shall be transacted at such special meetings than that contained in the notice. No member shall be qualified to vote at any annual or special meeting unless his dues are fully paid.

SEC. 29. A sufficient service of all notices required by these by-laws to be served, shall be to deposit a copy of such notice in the Post Office in the City of New York, postage prepaid, addressed to the persons at their last known place of residence.

SEC. 30. Up to and including the first day of May, 1883, these by-laws may be altered, amended or added to by the Board of Trustees, provided three-fourths of the members present vote in favor of the proposition, and provided that the proposition was submitted in writing at a prior meeting of said board. Thereafter none of said by-laws, excepting as herein otherwise provided, shall be altered, amended, added to or repeated, unless at a special meeting of the association, to be convened for that purpose by the Board of Trustees, nor unless one month's notice of such meeting be given, by mail, to the members, and by advertisement in at least two newspapers published in the City of New York; and then no such amendment, alteration, addition or repeal shall be made without the concurrence of two-thirds of the members present at such meeting; provided at least one hundred members are present. If less than one hundred members are present, then a vote of three-fourths shall be requisite to pass such proposition

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SEC. 31. The Board of Trustees may elect any reputable person, not connected with the theatrical profession, or interested or concerned therein, an honorary member of this association; but no more than five honorary members shall be elected in any one year.

SEC. 32. An honorary member shall be entitled to all the privileges of membership, except the right to vote, and shall be exempt from the payment of dues.

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APPENDIX D

**CERTIFICATE OF INCORPORATION,  
CONSTITUTION  
AND  
BY-LAWS  
OF THE  
ACTORS' SOCIETY OF AMERICA.**

CERTIFICATE OF INCORPORATION  
OF THE  
ACTORS' SOCIETY OF AMERICA.

STATE OF NEW YORK, )  
CITY OF NEW YORK, ) ss:  
COUNTY OF NEW YORK, )

*We, the undersigned*, of full age, being desirous of associating ourselves together for mutual benefit, dramatic and social purposes, as hereinafter is more particularly described, pursuant to and in conformity with an Act of the Legislature of the State of New York, passed May 8th, 1895, entitled, "An Act relating to Membership Corporations," and the several Acts of the said Legislature amendatory thereof and supplemental thereto, do hereby certify and declare as follows:

*First.* That the particular objects for which said Corporation is formed are as follows, viz.:

To promote and improve the actors' calling and its conditions by mutual benefit, dramatic, artistic, economic and social means.

*Second.* That the corporate name by which said Corporation hereby to be formed shall be known and distinguished is and shall be Actors' Society of America.

*Third.* That the territory in which the operations of said Corporation are to be conducted is the United States of America and contiguous countries.

*Fourth.* That the principal office of said Corporation shall be and is located in the City of New York, County of New York, and State of New York.

*Fifth.* That the number of Directors of said Corporation shall be Fifteen.

*Sixth.* That the names and places of residence of the persons to be the Directors of said Corporation until its first annual meeting are:

F. F. Mackay, New York City, N. Y.; John Malone, New York City, N. Y.; Mark Smith, New York City, N. Y.; Joseph W. Shannon Sendelbeck, New York City, N. Y.; I. A. Washburne, New York City, N. Y.; George D. Macintyre, Fort Lee, N. J.; Fanny Janauschek, New York City, N. Y.; William

Lackaye, New York City, N. Y.; C Leslie Allen, New York City, N. Y.; Mary Shaw Brisac, New York City, N. Y.; M. A. Kennedy, Baltimore, Md.; Harry Harwood, New York City, N. Y.; Helene Lowell Robb, New York City, N. Y.; Bernard A. Reinold, New York City, N. Y.; and Frank Mordaunt Markham, New York City, N. Y.

*Seventh.* That the annual meeting of said Corporation shall be held on the third Tuesday of August in each and every year.

In testimony whereof, we have made and signed this Certificate in duplicate and have hereunto set our hands and affixed our respective seals this eleventh day of May, one thousand eight hundred and ninety-six.

JOHN MALONE.  
F. F. MACKAY.  
I. A. WASHBURNE.  
HELENE LOWELL ROBB.  
MARK SMITH.  
BERNARD A. REINOLD.

SEAL.

## CONSTITUTION.

### ARTICLE I.

The name by which this Society shall be known is ACTORS' SOCIETY OF AMERICA.

### ARTICLE II.

The motto of this Society shall be EQUITY.

### ARTICLE III.

The object of this Society shall be to promote and improve the actor's calling and its conditions by mutual benefit, dramatic, artistic, economic and social means.

### ARTICLE IV.

Any person, who has been an actor for three years and has resided in this country for six months, shall be eligible to membership in this Society.

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STATE OF NEW YORK, )  
OFFICE OF THE SECRETARY OF STATE, )  
Albany. )

It is hereby certified that the Certificate of Incorporation of Actors' Society of America with acknowledgment thereto annexed was filed and recorded in this office on the thirteenth day of May, 1896.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this 13th day of May, 1896.

ANDREW DAVIDSON,  
*Deputy Secretary of State.*

Filed in the County Clerk's office of the City and County of New York on May 19, 1896.

## ARTICLE V.

This Society shall be governed by a Board of Fifteen Directors, from which a President, Vice-President, Secretary and Treasurer shall be chosen.

## ARTICLE VI.

This Society shall not interfere with the right of any member to fix his own salary.

## ARTICLE VII.

It shall be the duty of this Society to discriminate between responsible and irresponsible managers and to assist its members in securing contracts with responsible managers only.

## ARTICLE VIII.

The funds of this Society shall be derived from initiation fees, dues and fines; from donations or bequests; from investments; and from such other sources as the Society may from time to time determine. And said funds shall never be used for any other object than that specified in Article III of this Constitution.

## ARTICLE IX.

Amendments to this Constitution shall be presented in writing at a regular meeting of the Society and lie over for discussion for a period of three months and shall receive a two-thirds vote of all members present for adoption.

## ARTICLE X.

This Society shall not be dissolved so long as fifteen (15) members in good standing shall vote to continue.

## ARTICLE XI.

All persons who are now or shall be on May 25th, 1896, members of the Actors' Association of America shall be Constitutional Members of this Society, subject to the payment of the annual dues thereof.

Adopted May 19, 1896.

## BY-LAWS.

### ARTICLE I.

#### MEETINGS.

SEC. 1. The regular annual meeting of this Society shall be held in the City of New York on the third Tuesday in August of each year at 9 A. M.

SEC. 2. A preliminary meeting shall be held on the last Tuesday in July of each year for the election of an Auditing Committee in accordance with Article VIII of these By-Laws, and for the nomination of Directors for the ensuing year.

SEC. 3. A special meeting shall be called whenever the President may deem one necessary, or whenever thirty members in good standing make a written request to the President, stating the object of such meeting; and no other business than that specified in the notice shall be transacted at such meeting.

## II

SEC. 4. At a regular or special meeting, thirty members shall constitute a quorum, and be qualified to transact any business that may legally come before them.

SEC. 5. Every member shall present his card of membership on entering a meeting, and none but members in good standing shall be admitted.

### ARTICLE II.

#### DUTIES OF OFFICERS.

SEC. 1. It shall be the duty of the President to preside at the meetings of the Society, to enforce a due observance of the Constitution and its By-laws, sign all drafts on the Treasurer, convene special meetings of the Society, appoint all committees unless otherwise ordered, give casting vote in case of a tie, and be ex-officio member of all committees.

SEC. 2. It shall be the duty of the Vice-president, in the absence of the President, to perform the duties of the President.

SEC. 3. It shall be the duty of the Secretary to keep a faithful record of the business proceedings at the meetings of the Society and of the Board of Directors, receive and answer all communications of the Society, countersign all drafts on the Treasurer, fill up all certificates of membership, issue notices for all meetings, collect all revenues of the Society from whatever source derived and pay the same over to the Treasurer, and keep a true account with the Society and all its members. He shall pay all bills against the Society with money drawn from the Treasurer on drafts ordered by the Board of Directors and signed by the President for that purpose. He shall prepare a directory of the names and addresses of all the members of the Society, and keep it revised up to date; keep a directory of the names and addresses of managers of dramatic companies, together with a list of their enterprises; keep a register of all engagements made by members of the Society; post notices on the bulletin board of all useful information immediately on receipt of the same; serve ex-officially on all committees when so required by the

committee, and perform all other duties appertaining to his office not herein enumerated. He shall report at least once a month to the Board of Directors all the transactions of his office, and shall present a complete financial report to the Society at the annual meeting in August. He shall give the required bond for the faithful discharge of his duties, and on the expiration of his term of office he shall deliver to his successor all the books, papers and other property belonging to his office. For these services he shall receive such compensation, and shall be provided with such clerical assistance as the Board of Directors shall from time to time determine.

SEC. 4. It shall be the duty of the Treasurer to receive from the Secretary all moneys collected by the Secretary on account of the Society, pay all drafts ordered by the Board of Directors for payment and countersigned by the President and Secretary; keep an accurate account of all moneys received and expended in a set of books belonging to the Society. He shall with the advice and consent of the Board of Directors invest all moneys

exceeding one thousand dollars. He shall report to the Board of Directors at least once a month, and present a complete annual report to the Society at the annual meeting in August. He shall give the required bond for the faithful discharge of his duties, and he shall, at the expiration of his term of office, deliver to his successor all moneys, books, papers and property belonging to his office.

SEC. 5. It shall be the duty of the Board of Directors to transact the business, execute the laws, and, in general, supervise the interests of the Society. They shall investigate and adjudge all proper charges against members; and for this purpose they shall have power to cause members to appear before them, and appoint committees outside their own body. They shall also have power to submit questions to the Society at large. They shall elect their own chairman and make such rules for their own guidance as are not inconsistent with the provisions of the Constitution and By-laws. They shall hold meetings at least once a month, and at each meeting they shall issue a bulletin to the Society stating the names

of the Directors present, the names of those excused, the date appointed for their next meeting, and such other information as they may desire. Special meetings shall be called by the chairman at the written request of four members. Five members shall constitute a quorum. At each regular annual meeting the Board shall present to the Society a complete report of all their transactions.

### ARTICLE III.

#### MEMBERSHIP.

SEC. 1. All applications for membership shall be made on the blank certificate furnished by the Secretary, which the applicant shall fill up with the information required. The signature of the applicant shall be a pledge of his agreement to support the Constitution and By-laws. Each certificate shall be signed by two members in good standing, and in all cases accompanied by the initiation fee and twelve months' dues. Said dues shall date from the 1st of September next preceding the application.

SEC. 2. Certificates of application shall be received by the Secretary at any time, and shall be presented by him to the Board of Directors, at whose discretion the applicant shall be accepted or rejected; but no applicant shall be admitted to membership whose name has not been posted at least two weeks on the bulletin board for the endorsement or objection of members.

SEC. 3. Members shall be entitled to all the privileges of the Society as soon as they are duly elected.

SEC. 4. The cards furnished by the Secretary as receipts for dues shall be certificates of membership and vouchers of good standing to the date designated thereon, except when the holder thereof has been suspended or expelled by the Board of Directors.

SEC. 5. Any person who, through any act or deed, has distinguished himself for the benefit of the theatrical profession, shall be eligible to honorary membership, if recommended by the Board of Directors at the regular annual meeting; and a unanimous vote of the members then and

there present shall inscribe his name on the Roll of Honor. But no honorary member shall be entitled to vote or hold office in this Society.

#### ARTICLE IV.

##### DUTIES OF MEMBERS.

SEC. 1. It shall be the duty of every member to exercise a just regard for the interests of this Society, to avoid a wrongful use of its name or authority, and to regulate his professional conduct in accordance with its motto of Equity.

SEC. 2. It shall be the duty of every member to advise the Secretary regarding any change of address; also to report all engagements that he may make or enter into.

SEC. 3. It shall be the duty of every member to refuse to take part in, direct or countenance in any way, the production of a pirated version of any play.

SEC. 4. It shall be the duty of every member to furnish the Secretary with any information that may assist members to procure engagements, and to use all law-

ful means in his power to help members in good standing to secure and maintain positions in preference to all others.

SEC. 5. It shall be the duty of every member, when engaging actors, either by himself or through a deputy, except when such member may be acting as the agent of another, to engage none but members of this Society in good standing.

SEC. 6. It shall be the duty of every member, when his salary is two weeks in arrears in any company in which he may be employed, to retire from such company; and said member shall, on application to the Secretary, be furnished with his fare to New York City, or to his professional headquarters at the discretion of the Board of Directors.

SEC. 7. It shall be the duty of every member, when he has not been paid his salary as per agreement by a manager or managers, to notify the Secretary, who shall lay the matter before the Board of Directors for investigation. And if the claim be declared by the Board of Directors to be a just one, no member, after being duly informed of the case, shall ac-

cept or make any engagement with such manager or managers, or any agent of his or theirs, until the claim of the complaining member or members is settled.

SEC. 8. A notice directed to a member's residence as appearing on the books of the Secretary, or to the company in which he may be engaged, shall be considered a legal notice.

SEC. 9. It shall be the duty of every member to regard all bulletins, notices, business and information that may be obtained within the Society as the exclusive property of the Society, for the use of its members and for no others; and any member disclosing such to members not in good standing or to any outside person or persons whatsoever to the detriment of the Society, shall be liable to a fine, suspension or expulsion at the discretion of the Board of Directors.

SEC. 10. It shall be the duty of every member to refrain from asking for passes to theatres, except for himself or for the immediate members of his family.

SEC. 11. It shall be the duty of every member to report immediately to the

Secretary any and all violation of the Constitution, By-laws and rules of this Society.

SEC. 12. Any member transgressing the Constitution, By-laws or rules of this Society shall be liable to a fine, suspension or expulsion at the discretion of the Board of Directors.

#### ARTICLE V.

##### FEES AND DUES.

SEC. 1. Initiation fee and dues for the year ending August 31, 1896, shall be three dollars, payable on application for membership.

SEC. 2. Initiation fee for the year ending August 31, 1897, shall be three dollars; and for every succeeding year the initiation fee shall be increased three dollars per year, provided that it shall not exceed the sum of thirty-six dollars.

SEC. 3. From the 1st of September, 1896, the annual dues shall be three dollars, payable on the 1st of September in advance.

SEC. 4. Any member whose dues remain unpaid for four months shall be in bad standing; and when he neglects to pay his dues for six months his name shall be stricken from the roll of membership.

#### ARTICLE VI.

##### ELIGIBILITY TO OFFICE.

The officers of this Society shall be chosen from the members in good standing; but no member while he is a manager shall be eligible to office, and when any officer becomes a manager his office shall be declared vacant.

#### ARTICLE VII.

##### ELECTION OF OFFICERS.

SEC. 1. The election of officers shall be held annually in the City of New York at the regular annual meeting on the third Tuesday in August. The Directors shall be elected first; and when a sufficient number of Directors have been elected to complete the Board, a President, Vice-President, Secretary and Treasurer shall be elected from that body.

Candidates for office shall be voted for by ballot, and each candidate shall receive a majority of the votes cast to entitle him to an election.

SEC. 2. At the first regular annual meeting of the Society fifteen Directors shall be elected. At their first meeting they shall divide themselves into three classes of five members each, which classes shall hold office for one, two and three years respectively. The one year class shall be chosen from the Directors having received the lowest number of votes; the two years class shall be chosen from the remaining Directors having received the lowest number of votes; the three years class shall be composed of the remaining five Directors. At each succeeding annual election five Directors shall be chosen who shall hold office for three years. The President, Vice-President, Secretary and Treasurer shall be elected annually, and shall hold office for one year; but the expiration of their term of office as President, Vice-President, Secretary and Treasurer shall not remove them from the Board of Directors except when the terms of the two offices shall expire simultaneously.

SEC. 3. Nominations for Directors shall be provided for at the preliminary meeting on the last Tuesday in July; but such provision shall not prevent any member present at the annual meeting from nominating or voting for any eligible candidate whatsoever. Nominations for President, Vice-President, Secretary and Treasurer shall be made viva voce immediately preceding the election.

SEC. 4. Elections shall be conducted in the following manner: the Society shall choose a Judge, who shall appoint a sufficient number of Tellers and Clerks. The Tellers shall receive and count the votes. The Clerks shall make out a true statement of the votes polled and give the same to the Judge, who shall declare aloud the result of the ballot.

SEC. 5. The term of office shall date from the first day of September following the election.

SEC. 6. When vacancies in office occur, the same shall be filled at a special election. Due notice of such special election shall be given in one or more of the New York dramatic journals at least one month before such election takes place.

## ARTICLE VIII.

## AUDITING COMMITTEE.

The Auditing Committee shall consist of three members, who shall be appointed at the preliminary meeting on the last Tuesday in July. Their duties shall be to audit the books of the Secretary and Treasurer and all other financial accounts of the Society, and report at the ensuing annual meeting.

## ARTICLE IX.

## CHARGES OR COMPLAINTS.

Any charge or complaint against a member or an officer shall be made in writing signed by the complaining member or members and presented to the Board of Directors; who, if the charge be within the jurisdiction of the Society, shall serve on the accused member or officer a copy of the charge, allowing him a reasonable opportunity for his defense. The Board shall adjudge the case and their decision shall be final.

NOTE.—All communications pertaining to the business of the Society, shall be addressed to the Secretary.

## ARTICLE X.

## FINES.

A fine shall not exceed ten dollars for a first offence, nor twenty dollars for a second offence.

## ARTICLE XI.

## AMENDMENTS.

These By-laws may be altered, amended or suspended, in the following manner: A proposition to alter, amend or suspend, shall be presented to the Board of Directors at any of their meetings, properly drafted and signed by ten per cent of the members of the Society. The Board shall immediately consider the proposition, and either accept or reject it. If accepted, they shall appoint a date on which they shall receive and count the votes on the proposition. This date shall be distant not less than one month, nor more than three. The Secretary shall then issue to every member a copy of the proposition, bearing the date on which the votes shall be counted (but omitting the names of the signers), together with a blank form

of ballot to be filled up by the voter, with his signature and his vote, "Yes," or "No." These ballots shall be marked by the Secretary with separate and distinct numbers for the purpose of identification, and no filled up ballot shall be accepted except from the member to whom it was issued; but a duplicate ballot shall be issued to any member at his request, and, in case of any member voting more than once, only the ballot last received shall be counted.

On the appointed date the Board of Directors shall meet and count the ballots; and if the number of legal ballots marked "Yes" shall represent a majority of the entire membership of the Society, the Board shall declare the proposition enacted, and it shall go into effect immediately unless otherwise stated in the proposition itself.

If the proposition be rejected by the Board, it shall be immediately returned to the proposer, or the member whose name appears first on the list of signers, together with the written objection of the Board, signed by not less than five Directors. But if the proposer still desires that

the original proposition be put to vote, he shall return it to the Board, in which case it shall be treated in the manner already described for accepted propositions, except that the written objection aforesaid of the Board shall be attached to each copy of the proposition.

#### ORDER OF BUSINESS.

The following order of business shall be observed at the regular annual meeting. It may be altered, amended or suspended by a three-quarters vote of the members present:

1. Meeting called to Order.
2. Minutes of last Annual Meeting.
3. Minutes of all Special Meetings.
4. Secretary's Annual Report.
5. Treasurer's Annual Report.
6. Directors' Annual Report.
7. Report of Auditing Committee.
8. President's Annual Address.
9. Nominations for Directors.
10. Balloting for Directors.
11. Recess.
12. Meeting called to Order.

13. Announcement of result of Balloting.
14. Nominations for Officers—President, Vice-President, Secretary and Treasurer.
15. Balloting for Same.
16. For the Good of the Society.
17. Announcement of result of Ballot.
18. Adjournment.

Adopted June 18, 1896.

Appendix II.—CONSTITUTION AND BY-LAWS OF ACTORS' EQUITY ASSOCIATION (AS AMENDED IN 1916 AND 1918)

## CONSTITUTION

## ARTICLE I

The name of this association shall be Actors' Equity Association. Its seal shall be circular and bear the name of the association and the date of its organization. Its principal office shall be located in the Borough of Manhattan, city of New York. Its duration shall be 50 years.

## ARTICLE II.—Members

SECTION 1. The membership shall comprise three classes, to wit, the regular members, junior members, and lay members.<sup>1</sup>

SEC. 2. Persons who have been actors for at least two years are eligible to election as regular members.

SEC. 3. Persons who have been actors for less than two years and who have played at least one speaking part are eligible to election as junior members, said junior members to hold no office, to cast no vote, nor to be present at either the annual or any special meeting.

SEC. 4. Persons in sympathy with the objects of the association and having no business associations antagonistic thereto are eligible to lay membership. The limit of lay membership shall be 10, except that said number may be enlarged by action of the council, ratified by the association.

SEC. 5. Members shall be elected by the council, shall abide by and be governed by the constitution and by-laws of the association, and any rule, order, or law lawfully made or given by any lawful authority. The council shall have power to censure, suspend, drop, expel, terminate the membership of, request the resignation of, fine, or punish any member, and the offenses for which and the conditions under which the council may so act shall be set forth in the by-laws or in rules adopted by the council. Any person whose membership shall cease, or be in any manner terminated, shall have no further right in the association or its property.

## ARTICLE III.—Government

SECTION 1. The general management, direction, and control of the affairs, funds, and property of the association, and the determination of the relations and obligations of members to the association, and of the association to its members, except as they are controlled by the constitution and the by-laws, shall be vested in its council, which shall consist of 21 members<sup>2</sup> and the officers hereinafter named in this article.

SEC. 2. Officers and members of the council shall be elected at the annual meeting of the association by the members thereof. Officers shall hold office until the next annual meeting or until their successors are chosen and qualify.

SEC. 3. The officers of the association shall consist of a president, vice president, corresponding secretary, recording secretary, and treasurer.

SEC. 4. Both secretaryships may be held by one person, who may also be treasurer.

SEC. 5. Members of the council shall be divided into three classes of 12 each,<sup>3</sup> each class holding office for three years, except as provided in the by-laws.

SEC. 6. Each member in good standing and not in arrears for dues or other moneys owing to the association shall be entitled to cast one vote for each officer and member of the council voted on, and a majority of votes so cast shall be

<sup>1</sup>Lay members are no longer admitted to the rank of the association.

<sup>2</sup>At present the council consists of 23 members, 12 being elected each year for a term of three years.

necessary for a choice. Provision shall be made in the by-laws so that absent members within the United States shall have notice of nominations and opportunity of voting for candidates without being present in person.

Sec. 7. The council shall have power to delegate all or any of its powers of management and control of the affairs, funds, and property of the association to an executive committee elected from itself and composed of not less than five members, and which shall hold office and have the powers and duties conferred upon it by the council.

Sec. 8. At least 20 days before the annual meeting a nominating committee, appointed by the council, shall make nominations for officers and members of the association.

Sec. 9. At least two-thirds of said committee shall be chosen from members of the council. Other nominations may be made in writing and delivered to the secretary at least 20 days before the annual meeting by 15 members. Members may vote for any person, though not nominated. Members within the United States shall receive written notice of all nominations made by the nominating committee or filed with the secretary.

#### ARTICLE IV.—Annual meeting

Section 1. The annual meeting of the association shall be held on the last Monday in May at the principal office of the association in the Borough of Manhattan at 12 o'clock noon. Notice of the time and place thereof, together with nominations for officers, shall be sent to each member of the association by the corresponding secretary at least two weeks prior to such meeting.

Sec. 2. At all meetings of the association at which elections are held the presiding officer shall appoint three members present in person to act as a proxy committee and as inspectors and tellers for the meeting, whose duties it shall be to canvass the votes cast at such meeting.

Sec. 3. Special meetings shall be called by the corresponding secretary at the written request of 7 members of the council or 20 members of the association, and like notice as above shall be given.

#### ARTICLE V.—By-laws

Section 1. Matters not covered by this constitution or which are or may be supplementary thereto, and which shall be contained in the by-laws, shall have the same force and effect with this constitution. The council shall have power to make, amend or repeal said by-laws. It shall have power to make rules supplementing this constitution and the by-laws, and regarding all matters not covered by them. Any provision of this constitution and the by-laws of this association, and any amendments to each or either, and any and all lawful rules or orders made by the council or any committee, or any member thereof, or any officer of the association, shall be binding upon each member from the time when it is lawfully made or given, regardless of any rights which any member may have acquired by reason of the laws, rules, or orders in force prior to such amendment.

#### ARTICLE VI.—Notices

Section 1. Each member of the association shall furnish to the secretary an address to which all notices may be sent. If no such address is so furnished, the office of the association in Manhattan Borough shall be deemed to be the address. Service of all notices shall be made either by delivering the same personally to the members or by mailing the same inclosed in a postpaid wrapper, to the member at the address so given by him; or if he has not furnished such address, by placing the same in a conspicuous place in the principal office of the association.

#### ARTICLE VII.—Dissolution

Section 1. By resolution adopted by the council, and ratified by a two-thirds vote of members present at a special meeting called for the purpose, this association may be dissolved. Upon dissolution the council shall have full power to dispose of the property of the association and over the division thereof.

#### ARTICLE VIII.—Amendments

Section 1. This constitution may be amended only by a vote of a majority of the members present at any regular meeting or at any special meeting called for that purpose.

Sec. 2. No proposition to amend the constitution shall be acted upon at any meeting of the association unless it shall have been presented in writing to the corresponding secretary either by the council or at least 15 of its members, and notice indicating the purport of the proposed amendment shall have been sent to each member in the mail for such meeting, which notice shall be sent at least 30 days prior to the date of the proposed meeting.

Sec. 3. It shall be the duty of the corresponding secretary to inform the council of each proposed amendment, and the council shall thereupon give due consideration thereto and report its opinion as to such amendment to the association at the meeting at which action is to be taken thereon.

## BY-LAWS

### ARTICLE I.—Meetings

SECTION 1. At all meetings of the association at least 100 members in good standing must be present to constitute a quorum.

Sec. 2. If no quorum should be present, the presiding officer shall adjourn the meeting to a date or hour fixed by him, not later than 15 days distant. Any meeting held upon the adjourned date shall have the same effect as if held on the date originally set.

Sec. 3. Seven members present in person shall constitute a quorum of the council.

Sec. 4. A majority of the members, present in person, shall constitute a quorum of any committee.

Sec. 5. Members absent from the city of New York on the date of the annual meeting may vote at the annual election of officers and for members of the council by delivering to the corresponding secretary of the association on or before the date of said election, by mail, a written or printed ballot setting forth the office and the name of the candidate voted for, signed personally by the member voting. Said ballot, if received before the counting of ballots is finished, shall be counted.

### ARTICLE II.—Council

SECTION 1. The council for the first year shall, exclusive of officers, be composed of the following members:

Charles D. Coburn, William Courtleigh, Edward Connelly, Arthur Byron, Edward Ellis, William Sampson, Thomas A. Wise;

Albert Brauning, John Cope, Jefferson De Angelis, Wilton Lackaye, Frank Reicher, Grant Stewart, John Westley;

Edwin Arden, George Arliss, Digby Bell, Holbrook Blinn, Robert Edson, Frank Gillmore, George Nash.

The first seven names shall constitute class A, who shall hold office until the annual meeting in May, 1914. The second seven names shall constitute class B, who shall hold office until the annual meeting in 1915. The third seven names shall constitute class C, who shall hold office until the annual meeting in 1916. All members of the council, except officers, hereafter elected shall hold office for three years. At the annual meeting in 1914 seven members shall be elected to take the place of those comprising class A, and at the annual meeting in 1915 seven members shall be elected to take the place of those comprising class B, and thereafter at each annual meeting seven members shall be elected to take the place of the outgoing class.

Sec. 2. Meetings of the council shall be held at such time and place and upon such notice as council may decide. Special meetings may be called at any time upon two or more days' notice by the president or by the executive committee. If the president and the executive committee concur, meetings may be held upon any notice which gives members in New York sufficient time to attend.

Sec. 3. The council shall act only as the board, and individual members shall have no power as such. The act of a majority present at a meeting at which a quorum is present shall be the act of the council.

Sec. 4. No indebtedness shall be incurred except by the council or its authorization.

Sec. 5. Members of the council, including officers, may be removed for cause appearing sufficient to the council after charges have been preferred in writing and a hearing, of which at least seven days' notice shall be given. In case of

the order of removal shall not become effective until ratified by the association at a special meeting, at which the members removed may appear and be heard.

Sec. 6. Members of committees may be removed at any time by the council.

Sec. 7. The council shall confirm all committee appointments made by the association.

Sec. 8. The council shall determine upon such committees in addition to those provided by the by-laws as it may deem proper and shall decide upon the number of members thereof and their powers.

Sec. 9. Matters not covered by the constitution or by-laws shall be in the discretion of the council, and it shall have power to adopt such rules supplementing the constitution and by-laws, or covering new matter not contained therein, as may deem proper, and such rules shall have equal force and effect with the constitution and by-laws. The council may repeal or amend its rules.

Sec. 10. In event of any vacancy occurring in the council or in any of the officers or in any committee, the council shall have power to fill the vacancies, and the members so chosen shall act for such length of time as the council may designate, not later than the next annual meeting.

Sec. 11. The council may from time to time appoint such assistants to the officers and such agents and employes of the association as it may deem proper and may vest such persons with authority binding upon the association and its members. All such persons shall hold office during the pleasure of the council and shall be subject to removal with or without cause.

Sec. 12. The council may, from time to time, prescribe duties additional to those set forth in the constitution and by-laws, to any officer, committee, or member of the association.

### ARTICLE III.—Officers

SECTION 1. The following shall be the officers to act until the annual meeting of 1914, and until their successors are chosen and qualify:

President, Francis Wilson,

Vice President, Henry Miller,

Treasurer, Richard A. Purdy,

Corresponding secretary, Bruce McRae,

Recording secretary, Howard Kyle.

Sec. 2. The president shall be the first executive officer of the association and shall have general supervision of its business, affairs, and property. He shall preside at all meetings of the association and of the council and shall perform such duties as from time to time the council shall determine.

Sec. 3. The vice president shall have such powers and perform such duties as the council may from time to time determine. In case of the absence or inability of the president to act, the vice president shall discharge the duties of the president.

Sec. 4. The treasurer shall have charge of the funds, securities, receipts, and disbursements of the association. He shall deposit all moneys to the credit of the association in such banks or trust companies as the council may designate and shall disburse the same by such means and in such manner as the council may direct. He shall take proper vouchers for moneys disbursed and render statements of account and keep such books as the council may direct. The council shall determine what bond, if any, shall be given by him. The treasurer shall pay no bills unless they are properly certified as directed by the council.

Sec. 5. The recording secretary shall record and keep the minutes of meetings of members and of the council. The corresponding secretary shall safely keep the books, papers, and other records of the association, and attend to all association correspondence, and shall perform such other duties as may be directed by the council. He shall be the custodian of the official seal of the association.

Sec. 6. Officers and committeemen pro tempore, to act during the absence of any officer or committeeman from the city of New York, may be appointed by the council, and it may delegate this power to the executive committee.

### ARTICLE IV.—Contracts and agreements

SECTION 1. No agreement, contract, or obligation involving the payment of money or the credit or liability of the association shall be made unless the same be authorized and directed by resolution of the council and duly entered in the minutes thereof.

ARTICLE V.—*Suspension, expulsion, etc.*

SECTION 1. Any member who shall be in anywise indebted to the association, or who shall cease to be an actor, or who shall, in the opinion of the council, have a business association, or engage in any business which might place him in antagonism to the objects of the association, or any member who shall be guilty of any act, omission, or conduct which is prejudicial to the welfare of the association, or which, in the opinion of the council, is prejudicial to its welfare, interests, or character, or any member who shall fail to observe any of the requirements of the constitution, by-law, or any lawful rule or order of the council, or any committee, or any officer of the association, may, in the discretion of the council, be either censured, suspended, expelled from membership, or such membership may be otherwise terminated, or his resignation may be requested, or he may be fined, or otherwise punished.

SEC. 2. In such cases the council shall act only upon charges preferred in writing and after a hearing, at which the accused may be present and of which he shall have at least five days' notice.

SEC. 3. From any resolution of the council which fines, suspends, expels, or otherwise terminates the membership of any member, said member may appeal to the association. Said appeal shall be heard at the next meeting of the association after said resolution is adopted by the council. The accused member may appear at said meeting and be heard. Of said meeting he shall have at least 10 days' notice. The association may, in its discretion, refer the matter to a committee appointed at said meeting, which said committee shall be prepared to report within three calendar months and whose said report shall be received and acted upon by the association at the next meeting thereof. No member may take any action to review the action of the council until after an appeal to the association is taken and decided. Pending an appeal the accused member shall have none of the privileges of membership.

ARTICLE VI.—*Membership*

SECTION 1. Each application for membership must be accompanied by the yearly dues of \$5 before such application can be acted upon by the council. Applicants may become life members by the payment of \$50. Two negative votes shall exclude an applicant.

SEC. 2. Members in good standing may resign. In the event of the termination of any membership by resignation, expulsion, or any other cause the rights of the member in and to any property or assets of the association shall cease.

SEC. 3. All members shall sign the articles of the association, either in person or by agent, proxy, or attorney, as the council may by resolution provide.

SEC. 4. New members paying dues before July 31 shall be given white cards of membership and be in good standing until the following May 1. New members paying dues on or after July 31 shall be given blue cards and be in good standing until November 1 of the following year. Members holding white cards of membership shall pay annual dues within 30 days after May 1. Members holding blue cards of membership shall pay annual dues within 30 days after the November 1 designated thereon.

SEC. 5. Members who shall fail to make payment within 30 days, as provided in section 4 of this article, shall be notified of such failure by notice mailed to the delinquent member at the address referred to in article 6 of the constitution. If, within 15 days after said notice is mailed, the dues referred to therein shall remain unpaid, the council shall have power in its discretion to take such action as it may deem proper. It may extend the time of payment or censure, suspend, or expel the delinquent member. In case of censure or suspension, notice need not be given as required in section 2 of Article V of the by-laws. But before expulsion for the above reason the council shall cause written notice of its intended action to be mailed to the member at the address referred to in article 6 of the constitution at least 15 days before such action is definitely taken. In such case, if the delinquent member shall remit the dues which have been unpaid, the council may take such action regarding the expulsion of said member as it may consider just and proper. Except as herein stated, no further notice need be given the delinquent member.

## APPENDIX II

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ARTICLE VII.—*Committees*

SECTION 1. The principal committees of the association shall be the executive, education, membership, entertainment, legislative, and legal committees. All matters relative to said committees shall be determined by the council, and it may authorize each of said committees to adopt its own rules of procedure.

ARTICLE VIII.—*Order of business*

SECTION 1. The order of business at the annual meeting shall be:

1. Reading and correction of minutes.
2. Report of officers.
3. Report of committees.
4. Elections.
5. Such other matters as the association may choose to consider.

ARTICLE IX.—*Amendments*

SECTION 1. The council may amend these by-laws by a two-thirds vote. All amendments shall be submitted in writing at least 30 days prior to their being acted upon. Rules affecting members and changes in the by-laws shall be printed, and members shall receive notice thereof with or prior to the notice of the annual meeting. Amendments to the by-laws adopted by the council shall remain in full force until and unless revised by the association. Said revision may take place by a two-thirds vote of the members of the association present.

ARTICLE X.—*Rules of order*

SECTION 1. The rules of order shall be governed by the latest edition of Cushing's Manual of Parliamentary Law.

In witness whereof we have signed these articles of association on the day and year set opposite our respective names.

60702<sup>2</sup>—26†—7

## APPENDIX F

## Appendix C.—PRODUCING MANAGERS' ASSOCIATION—ACTORS' EQUITY ASSOCIATION MINIMUM CONTRACT (STANDARD FORM), 1919

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_ (hereinafter called "manager"), and \_\_\_\_\_ (hereinafter called "actor").

1. The actor and the manager agree that this contract is entered into independently of any other contract between any Equity member and any producer and of any other contract or contracts, affiliation, or understanding of any character whatever other than the agreement dated September 6, 1919, between Producing Managers' Association and Actors' Equity Association.

The manager engages the actor to render services in \_\_\_\_\_ upon the terms herein set forth, and the actor hereby accepts such engagement on the following terms:

2. The date of the first public performance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or not later than 14 days thereafter.

Employment hereunder shall begin on the date of the beginning of rehearsals and shall continue until terminated by such notice as is herein provided.

3. The manager agrees, as compensation for services hereunder, to pay the actor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) every week from the date of the first public performance of the play.

4. (a) The actor, if required, shall give four weeks' rehearsal without pay; if further rehearsals are required, then, for each additional week or part thereof, the manager shall pay the actor full salary therefor.

(b) Rehearsals shall be considered to be continuous from the date of the first rehearsal to the date of the first public performance of the play as provided in paragraph 2.

(c) If the above play is a musical play or a spectacular production, then whenever the word "four" appears with reference to rehearsals in this contract the word "five" shall be substituted.

5. This contract may, during rehearsals, be terminated as follows:

(a) At any time during the first 10 days' rehearsals of the actor by either party by giving written notice, if this contract be signed and entered into within two months of the date mentioned in paragraph 2 except in case the actor be reengaged for a part which he has previously played; or

(b) Any time after the first 10 days' rehearsals of the actor, by the manager, by paying the actor a sum equal to two weeks' salary.

(c) The actor may cancel the contract by giving written notice and paying to the manager a sum equal to two weeks' salary.

(d) If a play be rehearsed less than 10 days and abandoned by the manager, the manager shall pay the actor one week's salary.

This contract may before the beginning of rehearsals be terminated as follows:

If this contract be signed and entered into prior to two months of the date mentioned in paragraph 2:

(e) By the manager giving written notice and paying to the actor two weeks' salary, unless the manager shall have previously notified the actor that the play will not be produced or that the actor will not be called for rehearsal; provided further, that the actor has secured another engagement at a salary not less than herein provided, payments under which are to begin not later than the date of the first public performance herein provided. In these events the manager shall not pay said sum equal to two weeks' salary, nor shall he do so if under similar circumstances the actor secures an engagement at a lesser salary to be paid prior to the date mentioned in paragraph 2; in that event the manager shall pay the difference between the sum equal to two weeks' salary and the sum which the actor would receive for two weeks' work.

(Here state the name of the part and of the play in which the actor is to appear; also, if he is to be required to understudy.)

6. Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice.

7. (a) If the play runs four weeks or less, the manager may close the play and company without notice and terminate the right of the actor to further compensation, provided he has paid the actor for all services rendered from the date of first public performance, and in no event less than two weeks' salary.

(b) If the play shall run more than four weeks, the manager shall give one week's notice of the closing of the season of the play and company, and thereby terminate the right of the actor to compensation except for services performed to the date of closing.

8. If the manager is prevented from giving rehearsals because of fire, accident, riot, strikes, illness of star or prominent member of the cast, act of God, public enemy, or any other cause which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the four weeks' rehearsal period herein provided. When said time so lost shall exceed two weeks, the actor shall be free if he so elects.

9. (a) The actor shall furnish and pay for such clothes as are customarily worn by civilians of the present day in this country, together with wigs, boots, and shoes necessarily appurtenant thereto. All other clothes, wigs, shoes, costumes, and furnishings and all "properties" to be furnished by the manager.

(b) If the actor be a woman, then the following clause supersedes (a):  
In both dramatic and musical companies all artists' gowns and all "properties" shall be furnished by the manager. Hats, footwear, and wigs for modern plays to be furnished by the actress.

(c) All costumes, wigs, shoes, and stockings shall be furnished the chorus by the manager.

(d) It is understood that in every case where the manager furnished costumes and appurtenances under this paragraph of the agreement, if notice of cancellation of this contract be given by such actor, in that event he or she shall reimburse the manager for the necessary and reasonable expense to which he may be put in altering or rearranging such costumes for his or her successor.

10. (a) Eight performances shall constitute a week's work. A sum equal to one-eighth of the weekly salary shall be paid for each performance over eight in each week.

(b) Salaries shall be paid on Saturday night.

11. The manager hereby agrees to pay for transportation of the actor when required to travel, including transportation from New York City to the opening point, and back to New York City from the closing point. The manager also agrees to pay the cost of all transportation of the actor's personal baggage up to 200 pounds weight.

12. (a) If this contract is canceled by the manager, he agrees to pay the railroad fare of the actor back to New York City.

(b) If this contract is canceled by the actor, he agrees to pay his own railroad fare back to New York City and to reimburse the manager for any railroad fare the manager may have to pay for the actor's successor up to an amount of not exceeding railroad fare from New York City to the point where said successor joins the company.

(c) If the company is organized and its members are engaged outside of New York City, the name of such place is, unless it is otherwise stated, herein agreed to be substituted for New York in paragraphs 11 and 12.

13. The actor shall travel with the company by such routes as the manager may direct, and the actor shall not demand compensation for any performance lost through unavoidable delay in travel which prevents such performance by the company.

14. It is further agreed if the company can not perform because of fire, accident, strikes, riot, act of God, the public enemy, or for any other cause which could not be reasonably anticipated or prevented, or if the actor can not perform or rehearse on account of illness or any other valid reason, then the actor shall not be entitled to any salary for the time during which said services shall not for such reason or reasons be rendered. If this illness of the actor should continue for a period of 10 days or more, the manager may terminate the contract.

15. Beginning with the season of 1920-21, full salaries will be paid the week before Christmas and Holy Week, but during the season 1919-20, the manager has the right to lay off the company without salary for the week before Christmas and the week preceding Easter Sunday, or both weeks, if desired. In the event

## COLLECTIVE BARGAINING BY ACTORS

of such lay off the manager shall not be entitled to the services of the company unless rehearsals be made necessary by the sudden illness of the star or of some prominent member of the company or of change in the cast.

16. The actor agrees to be prompt at rehearsals, to pay strict regard to make-up and dress, to perform his services in a competent and painstaking manner, to abide by all reasonable rules and regulations, and to render services exclusively to the manager from the date of beginning of rehearsals, and shall not render services to any other person, firm, or corporation, without the consent of the manager.

17. All communications which refer to the company in general shall be posted upon the call board. Notice to the manager must be given to him personally or to his representatives.

18. In event any dispute shall arise between the parties as to any matter or thing covered by this contract, then said dispute or claim shall be arbitrated. The manager shall choose one arbitrator and the Actors' Equity Association the second. If within three days these arbitrators shall not be able to agree, then within that time they shall choose a third, who shall not in any way be connected with the theatrical profession.

If they fail to do so, \_\_\_\_\_, or his appointee, shall be the third. The arbitrator shall hear the parties and within 10 days decide the dispute or claim.

The decision of a majority of said arbitrators shall be the decision of all and shall be binding; said decision shall be final.

The arbitrators shall determine by whom and in what proportion the cost of the arbitration shall be paid. The parties hereby appoint said board its agents, with full power to finally settle said dispute or claim, and agree that its decision shall constitute an agreement between them, having the same binding force as if agreed to by the parties themselves.

Should suit be brought before the selection of arbitrators, the party sued may at any time after suit and before trial give notice to arbitrate, and then in such case arbitration must be chosen as stated hereinabove.

The parties hereto shall pay the arbitrators respectively selected by them, and they shall bear equally the expense of the arbitration and the umpire.

In witness whereof we have hereto set our hands the day and year first above written.

\_\_\_\_\_, Manager.

\_\_\_\_\_, Actor.

VITA

Surname: SEARS Given Names: CHRIS

Place of Birth: STEVESTON, B.C. Date of Birth: OCTOBER 5, 1949

Educational Institutions Attended  
with Date of Entering and Leaving:

<u>UNIVERSITY OF BRITISH COLUMBIA, VANCOUVER, B.C.</u>	<u>1968</u> to <u>1970</u>
	<u>1977</u> to <u>1978</u>
<u>UNIVERSITY OF VICTORIA, VICTORIA, B.C.</u>	<u>1974</u> to <u>1976</u>
	<u>1978</u> to <u>1981</u>

Degrees, Diplomas, Etc. Awarded  
with Dates and Names of Institutions:

Bachelor of Arts      1978      University of British Columbia, Vancouver

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Honours and Awards:

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Publications:

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Title of Thesis

THE RISE OF ACTORS' UNIONS AND ORGANIZATIONS IN THE UNITED STATES

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Author



*Signature*

CHRIS SEARS

*Name*

Aug 31/1981

*Date*